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CLERK OF THE COURT

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Jul 17 2012 02:24 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

NOA
BENJAMIN B. CHILDS
NEVADA BAR # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865
Fax 385 3865
ben@benchilds.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

KEVIN WILTZ

Plaintiff

vs.

LAMONT T. DOBBINS, SR, an individual and the LAMONT T. DOBBINS TRUST; DOES I through X, inclusive

Defendants

In the Matter of the Petition of

KAYBELL, LLC

For Approval of Proposed Transfer of the Structured Settlement Payments of LAMONT DOBBINS aka LAMONT TRAVON DOBBINS, an individual,

Case # A -09--597983
Case # A -12-658036 [consolidated]

Dept # 31

PLAINTIFF'S
NOTICE OF APPEAL

Notice is hereby given that Plaintiff KEVIN WILTZ hereby appeals to the Supreme Court of Nevada from the following Orders and Judgment :

1. DEFAULT JUDGMENT filed April 3, 2012

2. ORDER STRIKING APRIL 6, 2012 DEFAULT JUDGMENT, DENYING MOTION TO AMEND, AND GRANTING IN PART DEFENDANTS' COUNTERMOTION FOR REFLIEF FROM JUDGMENT filed June 6, 2012

/s/ Benjamin B. Childs

BENJAMIN B. CHILDS
Nevada Bar # 3946
Attorney for Plaintiff

CERTIFICATE OF MAILING

On July 9, 2012, I served a copy of PLAINTIFF'S NOTICE OF APPEAL, by depositing a true, correct and complete copy of same in the United States Mail, with first class postage affixed to the envelope, addressed as set forth below.

SHAWN W. MILLER, ESQ.
525 S. 6th St.
Las Vegas, NV 89101

JULIE NOE, ESQ.
2004 W. Sunset Rd. # 120
Henderson, NV 89014

/s/ Benjamin B. Childs

Benjamin B. Childs, Esq.
Nevada Bar # 3946

DEPARTMENT 31

CASE SUMMARY

CASE NO. A-09-597983-C

Kevin Wiltz, Plaintiff(s)	§	Location:	**Department 31**
vs.	§	Judicial Officer:	**Kishner, Joanna**
Lamont Dobbins, Sr., Defendant(s)	§	Filed on:	**08/26/2009**
	§	Case Number History:	
	§	Conversion Case Number:	**A597983**

CASE INFORMATION

Related Cases
A-12-658036-P (Consolidated)

Statistical Closures
04/26/2012 Default Judgment

Case Type: **Breach of Contract**
Subtype: **Other Contracts/Acc/Judgment**

Case Flags: **Consolidated - Lead Case**
Appealed to Supreme Court
Arbitration Exemption Granted
Case Note
Lamont Trust Fee was paid in sub case A658036

DATE — CASE ASSIGNMENT

Current Case Assignment

Case Number	A-09-597983-C
Court	Department 31
Date Assigned	01/01/2011
Judicial Officer	Kishner, Joanna

PARTY INFORMATION

Plaintiff	**Wiltz, Kevin**	**Childs, Benjamin** *Retained* 702-385-3865(W)
Defendant	**Dobbins, Lamont T, Sr.**	**Pro Se** 702-220-4002(H)
	Lamont T Dobbins Trust	
Counter Claimant	**Dobbins, Lamont T, Sr.**	**Pro Se** 702-220-4002(H)
Counter Defendant	**Wiltz, Kevin**	**Childs, Benjamin** *Retained* 702-385-3865(W)

DATE — EVENTS & ORDERS OF THE COURT — INDEX

08/26/2009 Complaint
Filed By: Plaintiff Wiltz, Kevin

08/27/2009 Stipulation
Filed by: Plaintiff Wiltz, Kevin

08/28/2009 Summons
Filed by: Plaintiff Wiltz, Kevin
Party served: Defendant Dobbins, Lamont T, Sr.

11/02/2009 Motion for Relief
Filed By: Defendant Dobbins, Lamont T, Sr.
Motion for Relief From Judgment or Order

11/02/2009	Initial Appearance Fee Disclosure Filed By: Defendant Dobbins, Lamont T, Sr.
11/09/2009	Ex Parte Motion Filed By: Defendant Dobbins, Lamont T, Sr. *Ex Parte Motion for Order Shortening Time on Defendant Lamont Dobbins' Motion for Relief from Judgment*
11/09/2009	Receipt of Copy Filed by: Defendant Dobbins, Lamont T, Sr.
11/09/2009	Notice of Change of Address Filed By: Defendant Dobbins, Lamont T, Sr. *Notice of Change of Attorney Contact Information*
11/10/2009	Order Granting Filed By: Defendant Dobbins, Lamont T, Sr.; Defendant Lamont T Dobbins Trust *Order Granting Defendant's Ex Parte Motion for Order Shortening Time on Defendant Lamont Dobbins' Motion for Relief from Judgment*
11/10/2009	Order Filed By: Plaintiff Wiltz, Kevin
11/12/2009	Affidavit in Support *Affidavit of Kevin Wiltz in Support of Plaintiff's Opposition to Defendant's Motion for Relief From Judgment or Order*
11/12/2009	Receipt of Copy Filed by: Defendant Lamont T Dobbins Trust
11/13/2009	**Motion for Relief** (9:00 AM) (Judicial Officer: Johnson, Susan) Events: 11/02/2009 Motion for Relief *Lamont Dobbins' Ex Parte Motion for Order Shortening Time on Deft Dobbins Motion for Relief From Judgment*
11/18/2009	Notice Filed By: Defendant Dobbins, Lamont T, Sr.; Defendant Lamont T Dobbins Trust *Notice of Change of Attorney Contact Information*
12/07/2009	Answer and Counterclaim Filed By: Defendant Dobbins, Lamont T, Sr.; Defendant Lamont T Dobbins Trust
12/17/2009	Order Granting Motion Filed By: Defendant Dobbins, Lamont T, Sr. *Order Granting Defendant's Motion for Relief from Judgment*
12/18/2009	Notice of Entry of Order Filed By: Defendant Dobbins, Lamont T, Sr.
01/13/2010	Offer of Judgment Filed By: Defendant Dobbins, Lamont T, Sr. *Defendant Lamont Dobbins' Offer of Judgment to Plaintiff Kevin Wiltz*

01/13/2010	Three Day Notice of Intent to Default Filed by: Defendant Dobbins, Lamont T, Sr. *Three Day Notice of Intent to Take Default on Counterclaims*
01/15/2010	Answer to Counterclaim Filed By: Plaintiff Wiltz, Kevin
02/09/2010	Notice of Early Case Conference *Notice of Early Case Conference NRCP 16.1*
02/25/2010	Commissioners Decision on Request for Exemption - Granted *Commissioner's Decision on Request for Exemption*
04/05/2010	Joint Case Conference Report *Joint Case Confeence Report*
04/26/2010	Notice to Appear for Discovery Conference *Notice to Appear for Discovery Conference*
05/11/2010	**Discovery Conference** (9:30 AM) (Judicial Officer: Bulla, Bonnie) Events: 04/26/2010 Notice to Appear for Discovery Conference
05/26/2010	Scheduling Order *Scheduling Order*
06/02/2010	Order Setting Civil Non-Jury Trial *Order Setting Civil Non-Jury Trial*
08/20/2010	Motion to Withdraw As Counsel Filed By: Defendant Lamont T Dobbins Trust *Motion to Withdraw as Counsel for Lamont Dobbins*
10/05/2010	**Motion to Withdraw as Counsel** (8:30 AM) (Judicial Officer: Johnson, Susan) *Adam J. Breeden's Motion to Withdraw as Counsel for Lamont Dobbins*
10/06/2010	Order to Withdraw as Attorney of Record Filed by: Defendant Dobbins, Lamont T, Sr.; Counter Claimant Dobbins, Lamont T, Sr. *Order Granting Motion to Withdraw as Counsel for Lamont Dobbins*
10/13/2010	Notice of Entry of Order Filed By: Plaintiff Wiltz, Kevin *Notice of Entry of Order*
01/01/2011	Case Reassigned to Department 31 *Case reassigned from Judge Johnson, Susan*
01/25/2011	Amended Order Setting Civil Non-Jury Trial Filed By: Plaintiff Wiltz, Kevin *Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference and Calendar Call*
03/02/2011	*CANCELED* **Status Check** (8:30 AM) **(Judicial Officer: Johnson, Susan)** *Vacated - Case Reassigned*

04/14/2011	Order *Order Amending Date and Time for Pre-Trial Conference/Calendar Call*
04/22/2011	*CANCELED* **Pre Trial Conference** (10:15 AM) **(Judicial Officer: Kishner, Joanna)** *Vacated* *Order Amending Dante and Time for Pre Trial Conference/Calendar Call*
05/07/2011	Motion to Withdraw As Counsel Filed By: Defendant Dobbins, Lamont T, Sr. *Motion to Withdraw as Counsel for the Lamont Dobbins Trust*
05/11/2011	Certificate of Mailing Filed By: Defendant Lamont T Dobbins Trust *Certificate of Mailing*
05/11/2011	Ex Parte Motion Filed By: Defendant Dobbins, Lamont T, Sr. *Ex Parte Motion for Order Shortening Time*
05/13/2011	**Calendar Call** (9:00 AM) (Judicial Officer: Kishner, Joanna) Events: 01/25/2011 Amended Order Setting Civil Non-Jury Trial
05/13/2011	**Pre Trial Conference** (9:00 AM) (Judicial Officer: Kishner, Joanna)
05/13/2011	**All Pending Motions** (9:00 AM) (Judicial Officer: Kishner, Joanna)
05/18/2011	*CANCELED* **Pretrial/Calendar Call** (8:30 AM) **(Judicial Officer: Johnson, Susan)** *Vacated - Case Reassigned*
05/23/2011	*CANCELED* **Bench Trial** (1:00 PM) **(Judicial Officer: Kishner, Joanna)** *Vacated* *Trial Reset*
05/31/2011	*CANCELED* **Bench Trial** (1:30 PM) **(Judicial Officer: Johnson, Susan)** *Vacated - Case Reassigned*
05/31/2011	Amended Order Setting Civil Non-Jury Trial *Second Amended Order Setting Civil Non-Jury Trial, Pre-Trial Conference And Calendar Call*
06/10/2011	**Motion to Withdraw as Counsel** (9:00 AM) (Judicial Officer: Kishner, Joanna) Events: 05/07/2011 Motion to Withdraw As Counsel *Adam J. Breeden, Esq's Motion to Withdraw as Counsel for the Lamont Dobbins Trust*
07/15/2011	**Pre Trial Conference** (10:15 AM) (Judicial Officer: Kishner, Joanna) Events: 05/31/2011 Amended Order Setting Civil Non-Jury Trial
07/28/2011	Order Filed By: Plaintiff Wiltz, Kevin *Order From Hearing*
08/08/2011	*CANCELED* **Calendar Call** (9:00 AM) **(Judicial Officer: Kishner, Joanna)** *Vacated - per Judge* *Answer stricken.*
08/15/2011	*CANCELED* **Bench Trial** (1:00 PM) **(Judicial Officer: Kishner, Joanna)** *Vacated - per Judge*

	Answer stricken.
08/20/2011	Default Filed By: Plaintiff Wiltz, Kevin *Default*
08/26/2011	Notice of Entry of Default Party: Counter Claimant Dobbins, Lamont T, Sr. *Notice of Entry of Default*
09/19/2011	Affidavit in Support of Default Judgment Filed By: Plaintiff Wiltz, Kevin *Affidavit of Kevin Wiltz in Support of Default Judgement*
11/04/2011	**Prove Up** (9:00 AM) (Judicial Officer: Kishner, Joanna)
11/09/2011	**Decision** (3:00 AM) (Judicial Officer: Kishner, Joanna) **11/09/2011, 11/30/2011, 12/14/2011, 01/11/2012** *PROVE UP*
03/23/2012	Substitution of Attorney Filed by: Plaintiff Wiltz, Kevin *Substitution of Attorney for Plaintiff*
04/03/2012	Findings of Fact, Conclusions of Law and Order Filed By: Plaintiff Wiltz, Kevin *Findings of Fact Conclusions of Law and Order From Hearing*
04/03/2012	**Default Judgment** (Judicial Officer: Kishner, Joanna) Debtors: Lamont T Dobbins, Sr. (Defendant), Lamont T Dobbins Trust (Defendant) Creditors: Kevin Wiltz (Plaintiff) Judgment: 04/03/2012, Docketed: 04/26/2012 Total Judgment: 16,391.00
04/06/2012	Findings of Fact, Conclusions of Law and Judgment Filed by: Plaintiff Wiltz, Kevin *Findings of Fact, Conclusions of Law and Default Judgment*
04/06/2012	**Judgment** (Judicial Officer: Kishner, Joanna) Debtors: Lamont T Dobbins, Sr. (Defendant), Lamont T Dobbins Trust (Defendant) Creditors: Kevin Wiltz (Plaintiff) Judgment: 04/06/2012, Docketed: 04/26/2012 Total Judgment: 16,391.00
04/09/2012	Notice of Entry of Judgment Filed By: Plaintiff Wiltz, Kevin
04/11/2012	Notice of Entry of Judgment Filed By: Plaintiff Wiltz, Kevin
04/11/2012	Notice of Entry of Judgment Filed By: Plaintiff Wiltz, Kevin
04/12/2012	Certificate of Mailing Filed By: Plaintiff Wiltz, Kevin *Certificate of Mailing*

04/12/2012	Motion to Consolidate Filed By: Plaintiff Wiltz, Kevin *Motion to Consolidate (A597983/A658036)*
04/13/2012	Amended Filed By: Plaintiff Wiltz, Kevin *Amended Certificate of Mailing*
04/13/2012	Notice of Entry of Order Filed By: Plaintiff Wiltz, Kevin
04/16/2012	Motion to Amend Judgment Filed By: Plaintiff Wiltz, Kevin *Kevin Wilt's Motion to Amend Judgment*
05/04/2012	Certificate of Mailing Filed By: Plaintiff Wiltz, Kevin *Certificate of Mailing*
05/04/2012	Certificate of Mailing Filed By: Defendant Dobbins, Lamont T, Sr. *Certificate of Mailing*
05/10/2012	Opposition to Motion Filed By: Defendant Dobbins, Lamont T, Sr. *Opposition to Plaintiff's Motion to Consolidate*
05/10/2012	Opposition to Motion Filed By: Defendant Dobbins, Lamont T, Sr. *Opposition to Plaintiff's Motion to Amend Judgment and Defendants' Countermotion for Relief From Judgment*
05/14/2012	Opposition *Opposition to Plaintiff's Motion to Consolidate*
05/15/2012	Reply to Opposition Filed by: Plaintiff Wiltz, Kevin *Reply to Opposition Plaintiff's Motion to Consolidate*
05/16/2012	**Motion to Consolidate** (3:00 AM) (Judicial Officer: Kishner, Joanna) Events: 04/12/2012 Motion to Consolidate *Plaintiff's Motion to Consolidate (A597983/A658036)*
05/16/2012	Proof of Service *Proof of Service*
05/17/2012	Reply to Opposition Filed by: Plaintiff Wiltz, Kevin *Plaintiff's Reply to Oppositions to Motion to Amend Judgment and Plaintiff's Opposition to Defendant's Countermotion for Relief from Judgment and Plaintiff's Reply to Oppositions to Motion to Intervene*
05/18/2012	**Motion to Amend Judgment** (9:00 AM) (Judicial Officer: Kishner, Joanna) Events: 04/16/2012 Motion to Amend Judgment

Kevin Wilt's Motion to Amend Judgment

05/18/2012 **Opposition and Countermotion** (9:00 AM) (Judicial Officer: Kishner, Joanna)
Defendants' Opposition to Plaintiff's Motion to Amend Judgment and Countermotion for Relief From Judgment

05/18/2012 **Motion to Intervene** (9:00 AM) (Judicial Officer: Kishner, Joanna)
Kevin Wiltz' Motion to Intervene as a Party

05/18/2012 **Hearing** (9:00 AM) (Judicial Officer: Kishner, Joanna)
Hearing: Kaybel, LLC's Petition for Approval of Transfer of Structured Settlement Payment Rights

05/18/2012 **All Pending Motions** (9:00 AM) (Judicial Officer: Kishner, Joanna)

05/29/2012 Notice of Entry of Judgment
Filed By: Plaintiff Wiltz, Kevin
Notice of Entry of Judgment

06/06/2012 Memorandum of Costs and Disbursements
Filed By: Plaintiff Wiltz, Kevin
Verified Memorandum of Costs and Disbursements

06/06/2012 Memorandum of Costs and Disbursements
Filed By: Plaintiff Wiltz, Kevin
Memorandum of Costs and Disbursements

06/06/2012 Order
Filed By: Defendant Dobbins, Lamont T, Sr.
Order Striking April 6, 2012 Default Judgement; Denying Motion to Amend; and Granting in Part Defendants' Countermotion for Relief from Judgment

06/07/2012 Notice of Entry of Order
Filed By: Defendant Dobbins, Lamont T, Sr.
Notice of Entry of Order Striking April 6, 2012 Default Judgment, Denying Motion to Amend, and Granting in Part Defendants' Countermotion for Relief from Judgment

06/08/2012 Motion
Filed By: Plaintiff Wiltz, Kevin
Plaintiff's Motion for Attorney Fees and Costs

06/11/2012 Notice of Entry of Order
Filed By: Plaintiff Wiltz, Kevin
Notice of Entry of Order

06/11/2012 Order Granting Motion
Filed By: Plaintiff Wiltz, Kevin
Order Granting Plaintiff's Motion to Consolidate

06/12/2012 Certificate of Mailing
Filed By: Plaintiff Wiltz, Kevin
Certificate of Mailing

06/13/2012 Notice of Entry
Filed By: Plaintiff Wiltz, Kevin

	Notice of Entry of Order Granting Plaintiff's Motion to Consolidate
06/21/2012	Opposition to Motion Filed By: Defendant Dobbins, Lamont T, Sr. *Opposition to Plaintiff's Motion for Attorney Fees and Costs and Countermotion for Attorney's Fees*
06/22/2012	Order Approving Filed By: Plaintiff Wiltz, Kevin *Order Approving Transfer of Structured Settlement Payment Rights*
06/28/2012	Notice of Entry of Order Filed By: Plaintiff Wiltz, Kevin *Notice of Entry of Order Approving Transfer of Structured Settlement Payment Rights*
06/29/2012	Notice of Entry of Order Filed By: Counter Defendant Wiltz, Kevin *Notice of Entry of Order*
06/29/2012	Reply to Opposition Filed by: Plaintiff Wiltz, Kevin *Reply to Opposition to Plaintiff's Motion for Attorney Fees and Costs*
07/09/2012	Notice of Appeal Filed By: Plaintiff Wiltz, Kevin *Plaintiff's Notice of Appeal*
07/09/2012	**Motion for Attorney Fees and Costs** (9:00 AM) (Judicial Officer: Kishner, Joanna) *Plaintiff's Motion for Attorney Fees and Costs*
07/09/2012	**Opposition and Countermotion** (9:00 AM) (Judicial Officer: Kishner, Joanna) *Opposition to Plaintiff's Motion for Attorney Fees and Costs and Countermotion for Attorney's Fees*
07/09/2012	**All Pending Motions** (9:00 AM) (Judicial Officer: Kishner, Joanna)

DATE	FINANCIAL INFORMATION	
	Defendant Dobbins, Lamont T, Sr.	
	Total Charges	223.00
	Total Payments and Credits	223.00
	Balance Due as of 7/16/2012	**0.00**
	Plaintiff Wiltz, Kevin	
	Total Charges	362.00
	Total Payments and Credits	362.00
	Balance Due as of 7/16/2012	**0.00**

A-09-597983-C

XXII

CIVIL COVER SHEET

Clark County, Nevada

Case No. _____

(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone):	Defendant(s) (name/address/phone):
KEVIN WILTZ	LAMONT T. DOBBINS, SR., an individual, and THE LAMONT T. DOBBINS TRUST
Attorney (name/address/phone):	Attorney (name/address/phone):
Dan M. Winder 3507 W. Charleston Blvd. Las Vegas, NV 89102	In pro per

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

☒ **Arbitration Requested**

Civil Cases

Real Property

- ☐ **Landlord/Tenant**
  - ☐ Unlawful Detainer
- ☐ **Title to Property**
  - ☐ Foreclosure
  - ☐ Liens
  - ☐ Quiet Title
  - ☐ Specific Performance
- ☐ **Condemnation/Eminent Domain**
- ☐ **Other Real Property**
  - ☐ Partition
  - ☐ Planning/Zoning

Torts

Negligence

- ☐ **Negligence – Auto**
- ☐ **Negligence – Medical/Dental**
- ☐ **Negligence – Premises Liability** (Slip/Fall)
- ☐ **Negligence – Other**

A-09-597983-C
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- ☐ **Product Liability**
  - ☐ Product Liability/Motor Vehicle
  - ☐ Other Torts/Product Liability
- ☐ **Intentional Misconduct**
  - ☐ Torts/Defamation (Libel/Slander)
  - ☐ Interfere with Contract Rights
- ☐ **Employment Torts** (Wrongful termination)
- ☐ **Other Torts**
  - ☐ Anti-trust
  - ☐ Fraud/Misrepresentation
  - ☐ Insurance
  - ☐ Legal Tort
  - ☐ Unfair Competition

Probate

- ☐ **Summary Administration**
- ☐ **General Administration**
- ☐ **Special Administration**
- ☐ **Set Aside Estates**
- ☐ **Trust/Conservatorships**
  - ☐ Individual Trustee
  - ☐ Corporate Trustee
- ☐ **Other Probate**

Other Civil Filing Types

- ☐ **Construction Defect**
  - ☐ Chapter 40
  - ☐ General
- ☒ **Breach of Contract**
  - ☐ Building & Construction
  - ☐ Insurance Carrier
  - ☐ Commercial Instrument
  - ☒ Other Contracts/Acct/Judgment
  - ☐ Collection of Actions
  - ☐ Employment Contract
  - ☐ Guarantee
  - ☐ Sale Contract
  - ☐ Uniform Commercial Code
- ☐ **Civil Petition for Judicial Review**
  - ☐ Other Administrative Law
  - ☐ Department of Motor Vehicles
  - ☐ Worker's Compensation Appeal
- ☐ **Appeal from Lower Court** *(also check applicable civil case box)*
  - ☐ Transfer from Justice Court
  - ☐ Justice Court Civil Appeal
- ☐ **Civil Writ**
  - ☐ Other Special Proceeding
- ☐ **Other Civil Filing**
  - ☐ Compromise of Minor's Claim
  - ☐ Conversion of Property
  - ☐ Damage to Property
  - ☐ Employment Security
  - ☐ Enforcement of Judgment
  - ☐ Foreign Judgment – Civil
  - ☐ Other Personal Property
  - ☐ Recovery of Property
  - ☐ Stockholder Suit
  - ☐ Other Civil Matters

III. Business Court Requested (Please check applicable category; *for Clark or Washoe Counties only.*)

- ☐ NRS Chapters 78-88
- ☐ Commodities (NRS 90)
- ☐ Securities (NRS 90)
- ☐ Investments (NRS 104 Art. 8)
- ☐ Deceptive Trade Practices (NRS 598)
- ☐ Trademarks (NRS 600A)
- ☐ Enhanced Case Mgmt/Business
- ☐ Other Business Court Matters

08/26/09

Date

D Winder

Signature of initiating party or representative

ORIGINAL

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CLERK OF THE COURT

DAN M. WINDER, ESQ.
Nevada Bar No. 001569
ARNOLD WEINSTOCK, ESQ.
Nevada Bar No. 000810
LAW OFFICE OF DAN M. WINDER, P.C.
3507 W. Charleston Blvd.
Las Vegas, NV 89102
Telephone: (702) 474-0523
Fax: (702) 474-0631

Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

KEVIN WILTZ,

Plaintiff,

vs.

LAMONT T. DOBBINS, Sr., an individual, and THE LAMONT T. DOBBINS TRUST, and DOES I through X, inclusive

Defendant(s)

Case No.: A-09-597983
Dept. No.: XXXI

FINDINGS OF FACT CONCLUSIONS OF LAW AND ORDER FROM HEARING

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

DATE OF HEARING: 11/04/11

TIME OF HEARING: 9:00 AM

THIS CAUSE having come on for hearing before the Honorable Joanna Kishner, District Judge on the 4th day of November, 2006, the Plaintiff, KEVIN WILTZ, being present and represented by DAN M. WINDER, ESQ., of the LAW OFFICE OF DAN M. WINDER, P.C., and the Defendants not being present, and the Court having considered the matter, including briefs, transcripts, arguments of counsel, testimony, and documents filed herein, now therefore, the Court makes the following Findings of Fact and Conclusions of Law:

IN

TCS 03-19-12 P12:06 IN

FINDINGS OF FACT

1. On November 4, 2011, an Evidentiary/Prove Up Hearing was held before this court to determine the amount of Judgement to be entered on behalf of the Plaintiff.

2. At the Prove Up Nina Gallagher of the firm Tompkins & Peters, CPA's, P.C. testified in support of the damages requested by Plaintiff as well as Plaintiff testifying on his own behalf. Ms. Gallagher testified that her computations were based solely on the representations and documentation provided by Plaintiff, and that neither she or her accounting firm had audited, reviewed, or otherwise confirmed any of the documentation.

3. The Court, after hearing testimony deferred it decision to its chambers calendar, and gave Plaintiff the opportunity to submit additional documentation in support of his claims.

4. The Court received those supplemental documents on November 7, 2011.

CONCLUSIONS OF LAW

1. Having reviewed the pleadings and papers on file, including the additional unfiled supplemental documentation submitted by Plaintiff, the Court finds insufficient evidence has been presented to support Plaintiff's request for default judgment in the amount of ten million one hundred thirty-three dollars and forty-three cents ($10,000,133.43).

2. As stated by the Court in Foster v. Dingwall, 126 Nev. Adv. Op. 6, 227 P. 3d 1042, 1050 (2010), the amount of damages requested in a default proceeding must be proven by substantial evidence. The Court further explained: generally, where a district court enters default, the facts alleged in the pleadings will be deemed admitted. Thus, during an NRCP 55(b)(2) proveup hearing, the district court shall consider the allegations deemed admitted to determine whether the nondefending part has established a *prima facie* case for a liability. This court has defined a *prima facie* case as sufficiency of evidence in order to send the question to the jury. Although allegations in the pleading are deemed admitted as a result of the entry of default, the

admission does not relieve the nonaffending parties obligation to present sufficient evidence to establish a *prima facie* case, which includes substantial evidence that the damages sought are consistent with the claims for which the nonoffending part seeks compensation. In other words, where the nondefending party seeks monetary relief, a *prima facie* case requires the nonaffending party to establish that the offending parities conduct resulted in damages, the amount of which is proven by substantial evidence. *Id.*

3. Here, the September 16, 2003 agreement provided by Plaintiff to support his claim for damages based on the assertion of breach of contract does not clearly set forth the obligations of the parties. The Articles of Agreement dated January, 2000 does not give Plaintiff any definitive rights and is speculative as to the parties duties. The Promissory Note dated June 12, 2009 is not even made in favor of Plaintiff; it state that Rudella George made the loan to Defendant.

4. Additionally, the evidence provided by Plaintiff has not be authenticated or verified for accuracy.

5. Further the documents submitted to the Court appear to be inconsistent. For example, the amount stated in the management record money paid money not paid do not match the amounts as determined by Tompkins & Peters.

6. The Court finds that Plaintiff's damages are limited by the claim set forth in its complaint, namely breach of a written contract, which Plaintiff asserts did not occur until April or May of 2009.

7. Plaintiff's damages are also limited by the Statute of Limitations for breach of contract actions.

8. Furthermore, Plaintiff testified at the hearing that he has not spoken to the Defendant since sometime in 2010.

9. Plaintiff's requests for damages to be incurred in the future cannot be granted, as the Court cannot grant a prospective award of damages.

10. Thus, given the limitations set forth above the Court finds sufficient support to grant

Plaintiff default judgment in the amount of sixteen thousand three hundred ninety-one dollars ($16,391.00), as set forth in the management record for monies not paid between April, 2009 and November, 2009.

ORDER

THEREFORE, IT IS HEREBY ORDERED that Plaintiff is granted default judgment in the amount of sixteen thousand three hundred ninety-one dollars ($16,391.00).

DATED this 29 day of March, 2012

DISTRICT COURT JUDGE

Respectfully submitted by:
LAW OFFICE OF DAN M. WINDER, P.C.

DAN M WINDER, ESQ.
Nevada Bar No. 001569
LAW OFFICE OF DAN M. WINDER, P.C.
3507 W. Charleston Blvd.
Las Vegas, Nevada 89102
(702)474-0523
Attorney for Plaintiff

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CLERK OF THE COURT

NEOJ
BENJAMIN B. CHILDS
NEVADA BAR # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865
Fax 385 3865
ben@benchilds.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

KEVIN WILTZ

Plaintiff

vs.

LAMONT T. DOBBINS, SR, an individual and the LAMONT T. DOBBINS TRUST; DOES I through X, inclusive

Defendants

Case # 09 A -597983
Dept # 31

NOTICE OF ENTRY OF JUDGMENT

Take Notice that a FINDINGS OF FACT, CONCLUSIONS OF LAW AND DEFAULT JUDGMENT was filed in this case on April 3, 2012. A true and complete copy of said Judgment is attached hereto.

/s/ Benjamin B. Childs
Benjamin B. Childs, Esq.
Nevada Bar # 3946

CERTIFICATE OF MAILING

On thisMay 29, 2012, I mailed a copy of this NOTICE OF ENTRY OF JUDGMENT, with attachments, by depositing a true, correct and complete copy of same in the United States Mail, with first class postage affixed to the envelope, addressed as set forth below.

SHAWN W. MILLER, ESQ.
525 S. 6th St.
Las Vegas, NV 89101

JULIE NOE, ESQ.
2004 W. Sunset Rd. # 120
Henderson, NV 89014

/s/ Benjamin B. Childs
Benjamin B. Childs, Esq.
Nevada Bar # 3946

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CLERK OF THE COURT

DAN M. WINDER, ESQ.
Nevada Bar No. 001569
ARNOLD WEINSTOCK, ESQ.
Nevada Bar No. 000810
LAW OFFICE OF DAN M. WINDER, P.C.
3507 W. Charleston Blvd.
Las Vegas, NV 89102
Telephone: (702) 474-0523
Fax: (702) 474-0631

Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

KEVIN WILTZ,

Plaintiff,

vs.

LAMONT T. DOBBINS, Sr., an individual, and THE LAMONT T. DOBBINS TRUST, and DOES I through X, inclusive

Defendant(s)

Case No.: A-09-597983
Dept. No.: XXXI

FINDINGS OF FACT CONCLUSIONS OF LAW AND ORDER FROM HEARING

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

DATE OF HEARING: 11/04/11

TIME OF HEARING: 9:00 AM

THIS CAUSE having come on for hearing before the Honorable Joanna Kishner, District Judge on the 4th day of November, 2006, the Plaintiff, KEVIN WILTZ, being present and represented by DAN M. WINDER, ESQ., of the LAW OFFICE OF DAN M. WINDER, P.C., and the Defendants not being present, and the Court having considered the matter, including briefs, transcripts, arguments of counsel, testimony, and documents filed herein, now therefore, the Court makes the following Findings of Fact and Conclusions of Law:

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FINDINGS OF FACT

1. On November 4, 2011, an Evidentiary/Prove Up Hearing was held before this court to determine the amount of Judgement to be entered on behalf of the Plaintiff.

2. At the Prove Up Nina Gallagher of the firm Tompkins & Peters, CPA's, P.C. testified in support of the damages requested by Plaintiff as well as Plaintiff testifying on his own behalf. Ms. Gallagher testified that her computations were based solely on the representations and documentation provided by Plaintiff, and that neither she or her accounting firm had audited, reviewed, or otherwise confirmed any of the documentation.

3. The Court, after hearing testimony deferred it decision to its chambers calendar, and gave Plaintiff the opportunity to submit additional documentation in support of his claims.

4. The Court received those supplemental documents on November 7, 2011.

CONCLUSIONS OF LAW

1. Having reviewed the pleadings and papers on file, including the additional unfiled supplemental documentation submitted by Plaintiff, the Court finds insufficient evidence has been presented to support Plaintiff's request for default judgment in the amount of ten million one hundred thirty-three dollars and forty-three cents ($10,000,133.43).

2. As stated by the Court in Foster v. Dingwall, 126 Nev. Adv. Op. 6, 227 P. 3d 1042, 1050 (2010), the amount of damages requested in a default proceeding must be proven by substantial evidence. The Court further explained: generally, where a district court enters default, the facts alleged in the pleadings will be deemed admitted. Thus, during an NRCP 55(b)(2) proveup hearing, the district court shall consider the allegations deemed admitted to determine whether the nondefending part has established a *prima facie* case for a liability. This court has defined a *prima facie* case as sufficiency of evidence in order to send the question to the jury. Although allegations in the pleading are deemed admitted as a result of the entry of default, the

admission does not relieve the nonaffending parties obligation to present sufficient evidence to establish a *prima facie* case, which includes substantial evidence that the damages sought are consistent with the claims for which the nonoffending part seeks compensation. In other words, where the nondefending party seeks monetary relief, a *prima facie* case requires the nonaffending party to establish that the offending parities conduct resulted in damages, the amount of which is proven by substantial evidence. *Id.*

3. Here, the September 16, 2003 agreement provided by Plaintiff to support his claim for damages based on the assertion of breach of contract does not clearly set forth the obligations of the parties. The Articles of Agreement dated January, 2000 does not give Plaintiff any definitive rights and is speculative as to the parties duties. The Promissory Note dated June 12, 2009 is not even made in favor of Plaintiff; it state that Rudella George made the loan to Defendant.

4. Additionally, the evidence provided by Plaintiff has not be authenticated or verified for accuracy.

5. Further the documents submitted to the Court appear to be inconsistent. For example, the amount stated in the management record money paid money not paid do not match the amounts as determined by Tompkins & Peters.

6. The Court finds that Plaintiff's damages are limited by the claim set forth in its complaint, namely breach of a written contract, which Plaintiff asserts did not occur until April or May of 2009.

7. Plaintiff's damages are also limited by the Statute of Limitations for breach of contract actions.

8. Furthermore, Plaintiff testified at the hearing that he has not spoken to the Defendant since sometime in 2010.

9. Plaintiff's requests for damages to be incurred in the future cannot be granted, as the Court cannot grant a prospective award of damages.

10. Thus, given the limitations set forth above the Court finds sufficient support to grant

Plaintiff default judgment in the amount of sixteen thousand three hundred ninety-one dollars ($16,391.00), as set forth in the management record for monies not paid between April, 2009 and November, 2009.

ORDER

THEREFORE, IT IS HEREBY ORDERED that Plaintiff is granted default judgment in the amount of sixteen thousand three hundred ninety-one dollars ($16,391.00).

DATED this 28 day of March, 2012

DISTRICT COURT JUDGE

Respectfully submitted by:
LAW OFFICE OF DAN M. WINDER, P.C.

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Attorney for Plaintiff

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CLERK OF THE COURT

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Counsel for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

KEVIN WILTZ, Plaintiff, vs. LAMONT T. DOBBINS, SR., an individual and the LAMONT T. DOBBINS TRUST; DOES I through X, inclusive Defendants.	CASE NO. A-09-597983 DEPT. NO. 31 **ORDER STRIKING APRIL 6, 2012 DEFAULT JUDGMENT, DENYING MOTION TO AMEND; AND GRANTING IN PART DEFENDANTS' COUNTERMOTION FOR RELIEF FROM JUDGMENT** DATE: May 18, 2012 TIME: 9:00 a.m.

This matter having come before the Court on the 18th day of May, 2012 at the hour of 9:00 a.m. on Plaintiff's Motion to Amend Judgment ("Motion") and Defendants' counter-motion for relief from Judgment ("Countermotion"); Kevin Wiltz appearing by and through his counsel, Benjamin B. Childs, Esq. of the law firm of Benjamin B. Childs Ltd., Lamont T. Dobbins, Sr. and the Lamont T. Dobbins Trust appearing by and through their counsel, Shawn W. Miller, Esq. of the law firm of Miller & Wright, PLLC; and Kaybell, LLC appearing by and through its counsel Julie D. Noe, Esq. of the law firm of Julie D. Noe, Ltd., all other appearances noted on the record of the Court;

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TC31

The Court having reviewed and considered the pleadings, papers, affidavits and records on file in this matter and being fully advised in the premises; and the Court further finding that:

1. The Findings of Fact, Conclusions of Law and Default Judgment submitted by Plaintiff and entered by the Court on April 6, 2012 ("Default Judgment") does not reflect the decision of the Court and the Court never intended to add the following language to the Default Judgment: "The previous issues involving Plaintiff's cause of action for Injunction were resolved by stipulation. An Order was filed in this case November 10, 2009 addressing that issue which remains in full force and effect."

2. The Court inadvertently signed the April 6, 2012 Default Judgment. The Court was never notified that additional language was being added to the Default Judgment and the Court was informed and believed that the that the Default Judgment was being resubmitted in the same form as had been submitted by Plaintiff's former counsel on March 19, 2012 and entered April 3, 2012 ("April Order") without substantive alterations or modifications.

3. The Court did not intend to revive or enforce the November 10, 2009 Order, which was vacated by the Court on December 17, 2009.

4. The Default Judgment in favor of Kevin Wiltz and against Lamont T. Dobbins in the amount of $16,391.00 was very limited and based on simple contract damages arising from bus tickets, food purchases and the like as identified by Wiltz's accountant on hand-written lists. The Default Judgment was not based on an interest by Kevin Wiltz in Lamont T. Dobbins' structured settlement

inter alia

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payments from Allstate Life Insurance Company and Metropolitan Life Insurance and Annuity Company. As such, there is no basis to amend the judgment and NRS 42.030 is not applicable as a basis for relief from the Default Judgment.

5. The Court confirms that it never found that Kevin Wiltz had a right or interest in Lamont T. Dobbins' structured settlement or in Lamont T. Dobbins annuity or future annuity payments issued by Allstate Life Insurance Company and by Metropolitan Life Insurance Company and finds that NRS 42.030 would be an independent basis to reject such claims.

6. The Court finds no basis to amend the Default Judgment to include ongoing percentages or sums due to Kevin Wiltz in the annuity payments from Allstate Life Insurance Company and Metropolitan Life Insurance and Annuity Company.

7. Kevin Wiltz voluntarily withdrew his request in the Motion to Amend Judgment that it was not him, but Adam Breeden, that stated he had not been in contact with Lamont Dobbins since 2010.

8. Lamont Dobbins voluntarily withdrew his claim for relief in the Counter-Motion concerning the $16,391.00 judgment.

WHEREFORE, based on the foregoing findings of fact and for other good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Default Judgment (the Findings of Fact, Conclusions of Law and Default Judgment entered on April 6, 2012) is stricken in its entirety. Furthermore, the three Notices of Entry of the April 6,

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2012 Default Judgment filed on April 9, 2012 and April 11, 2012 are also stricken. Plaintiff's counsel shall file a notice of entry of the ~~April~~ Order. as withdrawn by Plaintiff's counsel Ms. Winden

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff's request to clarify that he never testified that he hadn't spoken to Lamont T. Dobbins since 2010 is withdrawn by Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff's request to amend the judgment from $16,391 to $93,060 is denied. Kevin Wiltz does not have a right or ongoing interest in Lamont T. Dobbins' structured settlement or in Lamont T. Dobbins annuity or future annuity payments issued by Allstate Life Insurance Company and by Metropolitan Life Insurance Company.

IT IS FURTHER OREDERED, ADJUDGED AND DECREED that NRS 42.030 is an independent basis to reject Kevin Wiltz's claim to a percentage of the annuity payments from Allstate Life Insurance Company and Metropolitan Life Insurance and Annuity Company to Lamont T. Dobbins.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants' requests for relief from the $16,391 judgment for simple contract damages is withdrawn by Defendants.

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IT IS FURTHER ORDERED, ADJUGED AND DECREED that in light of the Default Judgment being stricken and Defendants' withdrawal of their request for relief from the $16,391 judgment, the remainder of Defendants' Counter-Motion is moot.

DATED this 6 day of December, 2012.

JOANNA S. KISHNER
DISTRICT COURT JUDGE

SUBMITTED BY:

MILLER & WRIGHT, PLLC

SHAWN W. MILLER, ESQ.
Nevada Bar No. 007825
525 S. 6th Street
Las Vegas, NV 89101
Counsel for Lamont T. Dobbins &
Lamont T. Dobbins Trust

APPROVED BY:

BENJAMIN B. CHILDS, LTD.

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Counsel for Kevin Wiltz

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Counsel for Kaybell, LLC

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IT IS FURTHER ORDERED, ADJUGED AND DECREED that in light of the Default Judgment being stricken and Defendants' withdrawal of their request for relief from the $16,391 judgment, the remainder of Defendants' Counter-Motion is moot.

DATED this _____ day of _____, 2012.

_____
DISTRICT COURT JUDGE

SUBMITTED BY:

MILLER & WRIGHT, PLLC

_____
SHAWN W. MILLER, ESQ.
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Counsel for Lamont T. Dobbins & Lamont T. Dobbins Trust

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IT IS FURTHER ORDERED, ADJUGED AND DECREED that in light of the Default Judgment being stricken and Defendants' withdrawal of their request for relief from the $16,391 judgment, the remainder of Defendants' Counter-Motion is moot.

DATED this _____ day of _____, 2012.

_____
DISTRICT COURT JUDGE

SUBMITTED BY:

MILLER & WRIGHT, PLLC

_____
SHAWN W. MILLER, ESQ.
Nevada Bar No. 007825
525 S. 6th Street
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Counsel for Lamont T. Dobbins & Lamont T. Dobbins Trust

APPROVED BY:

BENJAMIN B. CHILDS, LTD.

5/29/12

Benjamin B. Childs

_____
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CLERK OF THE COURT

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Counsel for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

KEVIN WILTZ, Plaintiff, vs. LAMONT T. DOBBINS, SR., an individual and the LAMONT T. DOBBINS TRUST; DOES I through X, inclusive Defendants.	CASE NO. A-09-597983 DEPT. NO. 31 DATE: May 18, 2012 TIME: 9:00 a.m.

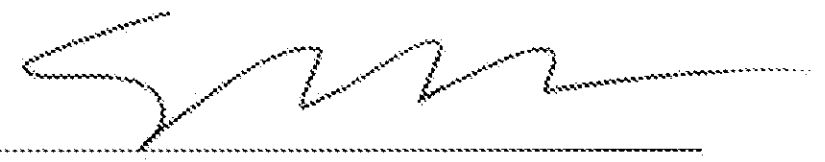
NOTICE OF ENTRY OF ORDER STRIKING APRIL 6, 2012 DEFAULT JUDGMENT, DENYING MOTION TO AMEND, AND GRANTING IN PART DEFENDANTS' COUNTERMOTION FOR REFLIEF FROM JUDGMENT

PLEASE TAKE NOTICE that an Order Striking April 6, 2012 Default Judgment, Denying Motion to Amend, and Granting In Part Defendants' Countermotion for Relief from Judgment in the above-entitled matter was entered on the 6th day of June 2012, a true and correct copy of which is attached hereto.

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Phone: (702) 366-1241
Fax: (702) 946-1677

DATED this 7th day of June, 2012.

MILLER & WRIGHT, PLLC



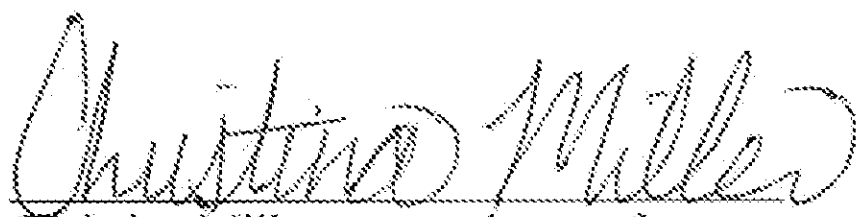
SHAWN W. MILLER, ESQ.
Nevada Bar No. 007825
525 S. 6th Street
Las Vegas, NV 89101
Counsel for Lamont T. Dobbins & Lamont T. Dobbins Trust

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 7th day of June, 2012, I served a true and correct copy of the Notice of Entry of Order Striking April 6, 2012 Default Judgment, Denying Motion to Amend, and Granting in Part Defendants' Countermotion for Relief From Judgment via United States mail, first class delivery, all charges fully prepaid, to the following:

Benjamin B. Childs, Esq.
318 S. Maryland Parkway
Las Vegas, NV 89101
Counsel for Kevin Wiltz

Julie D. Noe, Esq.
2004 W. Sunset Road, Suite 120
Henderson, NV 89014
Counsel for Kaybell, LLC



Christina Miller, an employee of
MILLER & WRIGHT, PLLC

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CLERK OF THE COURT

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Counsel for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

KEVIN WILTZ, Plaintiff, vs. LAMONT T. DOBBINS, SR., an individual and the LAMONT T. DOBBINS TRUST; DOES I through X, inclusive Defendants.	CASE NO. A-09-597983 DEPT. NO. 31 **ORDER STRIKING APRIL 6, 2012 DEFAULT JUDGMENT, DENYING MOTION TO AMEND; AND GRANTING IN PART DEFENDANTS' COUNTERMOTION FOR RELIEF FROM JUDGMENT** DATE: May 18, 2012 TIME: 9:00 a.m.

This matter having come before the Court on the 18th day of May, 2012 at the hour of 9:00 a.m. on Plaintiff's Motion to Amend Judgment ("Motion") and Defendants' counter-motion for relief from Judgment ("Countermotion"); Kevin Wiltz appearing by and through his counsel, Benjamin B. Childs, Esq. of the law firm of Benjamin B. Childs Ltd., Lamont T. Dobbins, Sr. and the Lamont T. Dobbins Trust appearing by and through their counsel, Shawn W. Miller, Esq. of the law firm of Miller & Wright, PLLC; and Kaybell, LLC appearing by and through its counsel Julie D. Noe, Esq. of the law firm of Julie D. Noe, Ltd., all other appearances noted on the record of the Court;

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TCB1

The Court having reviewed and considered the pleadings, papers, affidavits and records on file in this matter and being fully advised in the premises; and the Court further finding that:

1. The Findings of Fact, Conclusions of Law and Default Judgment submitted by Plaintiff and entered by the Court on April 6, 2012 ("Default Judgment") does not reflect the decision of the Court and the Court never intended to add the following language to the Default Judgment: "The previous issues involving Plaintiff's cause of action for Injunction were resolved by stipulation. An Order was filed in this case November 10, 2009 addressing that issue which remains in full force and effect."

2. The Court inadvertently signed the April 6, 2012 Default Judgment. The Court was never notified that additional language was being added to the Default Judgment and the Court was informed and believed that the that the Default Judgment was being resubmitted in the same form as had been submitted by Plaintiff's former counsel on March 19, 2012 and entered April 3, 2012 ("April Order") without substantive alterations or modifications.

3. The Court did not intend to revive or enforce the November 10, 2009 Order, which was vacated by the Court on December 17, 2009.

4. The Default Judgment in favor of Kevin Wiltz and against Lamont T. Dobbins in the amount of $16,391.00 was very limited and based on simple contract damages arising from bus tickets, food purchases and the like as identified by Wiltz's accountant on hand-written lists. The Default Judgment was not based on an interest by Kevin Wiltz in Lamont T. Dobbins' structured settlement

inter alia

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payments from Allstate Life Insurance Company and Metropolitan Life Insurance and Annuity Company. As such, there is no basis to amend the judgment and NRS 42.030 is not applicable as a basis for relief from the Default Judgment.

5. The Court confirms that it never found that Kevin Wiltz had a right or interest in Lamont T. Dobbins' structured settlement or in Lamont T. Dobbins annuity or future annuity payments issued by Allstate Life Insurance Company and by Metropolitan Life Insurance Company and finds that NRS 42.030 would be an independent basis to reject such claims.

6. The Court finds no basis to amend the Default Judgment to include ongoing percentages or sums due to Kevin Wiltz in the annuity payments from Allstate Life Insurance Company and Metropolitan Life Insurance and Annuity Company.

7. Kevin Wiltz voluntarily withdrew his request in the Motion to Amend Judgment that it was not him, but Adam Breeden, that stated he had not been in contact with Lamont Dobbins since 2010.

8. Lamont Dobbins voluntarily withdrew his claim for relief in the Counter-Motion concerning the $16,391.00 judgment.

WHEREFORE, based on the foregoing findings of fact and for other good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Default Judgment (the Findings of Fact, Conclusions of Law and Default Judgment entered on April 6, 2012) is stricken in its entirety. Furthermore, the three Notices of Entry of the April 6,

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2012 Default Judgment filed on April 9, 2012 and April 11, 2012 are also stricken. Plaintiff's counsel shall file a notice of entry of the ~~April~~ Order. original submitted by Pltf Counsel Mr. Winder

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff's request to clarify that he never testified that he hadn't spoken to Lamont T. Dobbins since 2010 is withdrawn by Plaintiff.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff's request to amend the judgment from $16,391 to $93,060 is denied. Kevin Wiltz does not have a right or ongoing interest in Lamont T. Dobbins' structured settlement or in Lamont T. Dobbins annuity or future annuity payments issued by Allstate Life Insurance Company and by Metropolitan Life Insurance Company.

IT IS FURTHER OREDERED, ADJUDGED AND DECREED that NRS 42.030 is an independent basis to reject Kevin Wiltz's claim to a percentage of the annuity payments from Allstate Life Insurance Company and Metropolitan Life Insurance and Annuity Company to Lamont T. Dobbins.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defendants' requests for relief from the $16,391 judgment for simple contract damages is withdrawn by Defendants.

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IT IS FURTHER ORDERED, ADJUGED AND DECREED that in light of the Default Judgment being stricken and Defendants' withdrawal of their request for relief from the $16,391 judgment. the remainder of Defendants' Counter-Motion is moot.

DATED this 16 day of June, 2012.

JOANNA S. KISHNER
DISTRICT COURT JUDGE

SUBMITTED BY:

MILLER & WRIGHT, PLLC

SHAWN W. MILLER, ESQ.
Nevada Bar No. 007825
525 S. 6th Street
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Counsel for Lamont T. Dobbins & Lamont T. Dobbins Trust

APPROVED BY:

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Counsel for Kaybell, LLC

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IT IS FURTHER ORDERED, ADJUGED AND DECREED that in light of the Default Judgment being stricken and Defendants' withdrawal of their request for relief from the $16,391 judgment, the remainder of Defendants' Counter-Motion is moot.

DATED this _____ day of _____, 2012.

DISTRICT COURT JUDGE

SUBMITTED BY:

MILLER & WRIGHT, PLLC

SHAWN W. MILLER, ESQ.
Nevada Bar No. 007825
525 S. 6th Street
Las Vegas, NV 89101
Counsel for Lamont T. Dobbins &
Lamont T. Dobbins Trust

APPROVED BY:

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Counsel for Kevin Wiltz

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Counsel for Kaybell, LLC

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Las Vegas, NV 89101
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Facsimile: (702) 946-1677

IT IS FURTHER ORDERED, ADJUGED AND DECREED that in light of the Default Judgment being stricken and Defendants' withdrawal of their request for relief from the $16,391 judgment, the remainder of Defendants' Counter-Motion is moot.

DATED this _____ day of _____, 2012.

_____
DISTRICT COURT JUDGE

SUBMITTED BY:

MILLER & WRIGHT, PLLC

_____
SHAWN W. MILLER, ESQ.
Nevada Bar No. 007825
525 S. 6th Street
Las Vegas, NV 89101
Counsel for Lamont T. Dobbins & Lamont T. Dobbins Trust

APPROVED BY:

BENJAMIN B. CHILDS, LTD.

5/29/12

Benjamin B. Childs

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Counsel for Kevin Wiltz

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BBC

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract	COURT MINUTES	November 13, 2009

A-09-597983-C Kevin Wiltz, Plaintiff(s)
vs.
Lamont Dobbins, Sr., Defendant(s)

November 13, 2009 9:00 AM Motion for Relief

HEARD BY: Johnson, Susan COURTROOM: RJC Courtroom 15D

COURT CLERK: Phyllis Irby

RECORDER: Kerry Esparza

REPORTER:

PARTIES PRESENT:

Breeden, Adam J.	Attorney
Dobbins, Lamont T, Sr.	Defendant
Wiltz, Kevin	Plaintiff
Winder, Danny Michael	Attorney

JOURNAL ENTRIES

- The Court advised Pltf's counsel that the Opposition Affidavit of Support had been received but had not been filed, and the Court has not had time to read the opposition. Mr. Winder advised he filed the opposition on November 12th electronically in the evening. COURT NOTED, the Affidavit had been filed late in the evening but the court has not had the chance to read it. Mr. Breeden argued there is a dispute over the money that is owed in the amount of $71,000 approximately. Therefore, Mr. Breeden requested the Order be set aside because of the dispute and Deft not recalling signing or giving authorization for payment to the Pltf. Mr. Breeden further argued he would like to review documents and the Deft would like to start receiving money to be able to pay his own bills. Mr. Breeden requested to VACATE the Order, allowing the Breach of Contract to go forward. Mr. Winder argued the Pltf has not executed anything that was not notarized and signed by the Deft. Mr. Winder further argued there was an agreement that was signed by the Deft to the Pltf for payment on the amount of $71,000 on the principal at 31% of annuity for life. Mr. Winder pointed out there are other witnesses to the payments that were made by the Pltf for Child Support. Mr. Winder requested the Pltf receive 31% until an evidentiary hearing be set and that a third party be assigned to assist with the finances. Mr. Winder stated he did not want the monies to be released to the Deft but would like to have evidentiary hearing pay 31% to the Pltf or have the Court disburse the funds. COURT

ORDERED, Motion GRANTED under rule 60B, the transfer of funds is null and void. Court directed Defense counsel to arrange filing with Family Court for a Financial Guardianship and open an account for Child Support. The Court is concerned there is a competency issue with the Deft. COURT FURTHER ORDERED, Mr. Breeden will need to take care of these issues within a week, make sure funds are being taken care of. Mr. Winder will need to do an accounting of funds owed and disbursed for joint case filing.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract	COURT MINUTES	May 11, 2010

A-09-597983-C Kevin Wiltz, Plaintiff(s)
vs.
Lamont Dobbins, Sr., Defendant(s)

May 11, 2010 **9:30 AM** **Discovery Conference**

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Linda Smith

RECORDER:

REPORTER:

PARTIES PRESENT: Breeden, Adam J. Attorney

JOURNAL ENTRIES

- COMMISSIONER RECOMMENDED, matter TRAILED for Pltf's counsel appearance.

MATTER RECALLED: Both counsel present. Colloquy regarding Dispute Resolution Conference. Counsel anticipate 5 days for trial re: Breach of Contract. COMMISSIONER RECOMMENDED, discovery cutoff is 2-25-11; adding parties, amended pleadings, and initial expert disclosures DUE 11-24-10; rebuttal expert disclosures DUE 12-23-10; dispositive motions TO BE FILED BY 3-25-11. Scheduling Order will issue.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract	COURT MINUTES	October 05, 2010

A-09-597983-C Kevin Wiltz, Plaintiff(s)
vs.
Lamont Dobbins, Sr., Defendant(s)

October 05, 2010 **8:30 AM** **Motion to Withdraw as Counsel**

HEARD BY: Johnson, Susan COURTROOM: RJC Courtroom 15D

COURT CLERK: Michelle Jones

RECORDER: Norma Ramirez

REPORTER:

PARTIES
PRESENT: Breeden, Adam J. Attorney

JOURNAL ENTRIES

- There being no opposition, COURT ORDERED Motion GRANTED; order signed IN OPEN COURT.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract	COURT MINUTES	May 13, 2011

A-09-597983-C Kevin Wiltz, Plaintiff(s)
vs.
Lamont Dobbins, Sr., Defendant(s)

May 13, 2011 **9:00 AM** **All Pending Motions**

HEARD BY: Kishner, Joanna COURTROOM: RJC Courtroom 12A

COURT CLERK: Shelly Landwehr

RECORDER:

REPORTER:

PARTIES
PRESENT: Breeden, Adam J. Attorney
Weinstock, Arnold, ESQ Attorney

JOURNAL ENTRIES

- Mr. Breeden advised he closed his own firm and joined another and his motion to withdraw from this case was granted. Further, Mr. Breeden further advised it was never his intent to stay on as counsel for the trust. Upon Court's inquiry, Mr. Breeden stated he had not had contact with his client. Mr. Winder moved to strike Pltf's answer. Court noted there was a procedural issue as the Court had been noticing Mr. Breeden with regard to the trust, on behalf of the individual.

Upon Court's inquiry, Mr. Breeden stated he believed his clients understood the withdrawal was complete and had not spoken to them since October, 2010. Court noted the motion had a P.O. Box address. Mr. Weinstock advised he had sent a letter to Deft. with no response. Court DIRECTED Mr. Breeden to send a certified letter to Mr. Dobbins and submit a letter of due diligence to this Court on or before 5/18/11. COURT ORDERED matter set for 6/10/11 RESET. FURTHER ORDERED, trial date VACATED and RESET.

05/25/11 09:00 AM MOTION TO WITHDRA AS COUNSEL FOR THE LAMONT DOBBINS TRUST

07/15/11 10:15 AM PRE-TRIAL CONFERENCE

08/08/11 10:15 AM CALENDAR CALL

08/15/11 01:00 PM BENCH TRIAL

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract	COURT MINUTES	June 10, 2011

A-09-597983-C Kevin Wiltz, Plaintiff(s)
vs.
Lamont Dobbins, Sr., Defendant(s)

June 10, 2011 **9:00 AM** **Motion to Withdraw as Counsel**

HEARD BY: Kishner, Joanna COURTROOM: RJC Courtroom 12A

COURT CLERK: Shelly Landwehr

RECORDER:

REPORTER:

PARTIES
PRESENT: Weinstock, Arnold, ESQ Attorney

JOURNAL ENTRIES

- Court stated this was an inadvertent error; Mr. Breeden had previously withdrawn and sufficient information was provided by counsel regarding withdrawal on behalf of Pltf. and on behalf of the trust. COURT ORDERED, motion GRANTED.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract	COURT MINUTES	July 15, 2011

A-09-597983-C Kevin Wiltz, Plaintiff(s)
vs.
Lamont Dobbins, Sr., Defendant(s)

July 15, 2011 **10:15 AM** **Pre Trial Conference**

HEARD BY: Kishner, Joanna COURTROOM: RJC Courtroom 12A

COURT CLERK: Shelly Landwehr

RECORDER:

REPORTER:

PARTIES
PRESENT: Weinstock, Arnold, ESQ Attorney

JOURNAL ENTRIES

- There being no appearance by Defts. or defense counsel, Mr. Weinstock requested the Deft's answer be stricken. COURT SO ORDERED. Regarding the trust, Court noted it is an entity and was previously required to have counsel; therefore, oral motion to strike answer is GRANTED for the same reasons, independent from the first. Mr. Weinstock to prepare an order to include the number of non-appearances by Deft.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract	COURT MINUTES	November 04, 2011

A-09-597983-C Kevin Wiltz, Plaintiff(s)
vs.
Lamont Dobbins, Sr., Defendant(s)

November 04, 2011 **9:00 AM** **Prove Up**

HEARD BY: Kishner, Joanna **COURTROOM:** RJC Courtroom 12A

COURT CLERK: Sandra Harrell

RECORDER: Rachelle Hamilton

REPORTER:

PARTIES PRESENT:

Weinstock, Arnold, ESQ	Attorney
Wiltz, Kevin	Plaintiff
Wiltz, Kevin	Counter Defendant

JOURNAL ENTRIES

- Plaintiff, Kevin Wiltz, sworn and testified. Accountant, Nina Gallagher, sworn and testified. Supporting documents provided by Plaintiff and marked as Court's Exhibit 1. COURT ORDERED, matter CONTINUED for CHAMBERS DECISION.

11/9/11 DECISION: PROVE UP (CHAMBERS CALENDAR)

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract	COURT MINUTES	January 11, 2012

A-09-597983-C Kevin Wiltz, Plaintiff(s)
vs.
Lamont Dobbins, Sr., Defendant(s)

January 11, 2012 **3:00 AM** **Decision**

HEARD BY: Kishner, Joanna COURTROOM:

COURT CLERK: Sandra Harrell

RECORDER:

REPORTER:

PARTIES
PRESENT:

JOURNAL ENTRIES

- A default prove-up hearing was held by this Court on November 4, 2011. At the hearing, Plaintiff, Kevin Wiltz, testified. Plaintiff also presented the testimony of accountant Nina Gallagher, of the firm Tompkins & Peters CPAs, P.C., in support of the damages requested by Plaintiff in his proposed default judgment. Ms. Gallagher testified that her computations were based solely on the representations and documentation provided by Plaintiff, and that neither she nor her accounting firm had audited, reviewed, or otherwise confirmed any of the documentation. The Court deferred its decision to its Chamber Calendar, and gave Plaintiff the opportunity to submit additional documentation in support of his claims. The Court received those supplement documents on November 7, 2011.

Having reviewed the pleadings and papers on file, including the additional unfiled supplemental documentation submitted by Plaintiff, the Court finds insufficient evidence has been presented to support Plaintiff's request for default judgment in the amount of $10,000,133.43. As stated by the Court in Foster v. Dingwall, 126 Nev. Adv. Op. 6, 227 P.3d 1042, 1050 (2010), the amount of damages requested in a default judgment proceeding must be proven by substantial evidence. The Court further explained:

Generally, where a district court enters default, the facts alleged in the pleadings will be deemed admitted. Thus, during an NRCP 55(b)(2) prove-up hearing, the district court shall consider the

allegations deemed admitted to determine whether the nonoffending party has established a prima facie case for liability. This court has defined a prima facie case as sufficiency of evidence in order to send the question to the jury.

[A]lthough allegations in the pleadings are deemed admitted as a result of the entry of default, the admission does not relieve the nonoffending party's obligation to present sufficient evidence to establish a prima facie case, which includes substantial evidence that the damages sought are consistent with the claims for which the nonoffending party seeks compensation. In other words, where the nonoffending party seeks monetary relief, a prima facie case requires the nonoffending party to establish that the offending party's conduct resulted in damages, the amount of which is proven by substantial evidence.

Id. Here, the September 16, 2003 Agreement provided by Plaintiff to support his claim for damages based on his assertion of breach of contract does not clearly set forth the obligations of the parties. The Articles of Agreement dated January 2000 does not give Plaintiff any definitive rights and is speculative as to the parties duties. The Promissory Note dated June 12, 2009 is not even made in favor of Plaintiff; it states that Rudella George made the loan to Defendant. Additionally, the evidence provided by Plaintiff has not been authenticated or verified for accuracy. Further, the documents submitted to the Court appear to be inconsistent. For example, the amounts stated in the Management Record Money Paid/Money Not Paid do not match the amounts as determined by Tompkins & Peters.

The Court finds that Plaintiff's damages are limited by the claim set forth in his Complaint, namely breach of a written contract, which Plaintiff asserts did not occur until April or May of 2009. Plaintiff's damages are also limited by the statute of limitations for breach of contract actions. Furthermore, Plaintiff testified at the hearing that he has not spoken to the Defendant since some time in 2010. Plaintiff's request for damages to be incurred in the future cannot be granted, as the Court cannot grant a prospective award of damages.

Thus, given the limitations set forth above, the Court finds sufficient support to grant Plaintiff default judgment in the amount of $16,391.00, as set forth in the Management Record for moneys not paid between April of 2009 and November of 2009. Plaintiff's counsel to prepare the Order in accordance with EDCR 7.21.

CLERK'S NOTE: The above minute order has been distributed to: Arnold Weinstock, Esq. (via fax) and Lamont T. Dobbins, Sr., c/o Andre Haynes P.O. Box 80554, Las Vegas NV 89180 (via U.S. mail)./sjh

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract	COURT MINUTES	May 16, 2012

A-09-597983-C Kevin Wiltz, Plaintiff(s)
vs.
Lamont Dobbins, Sr., Defendant(s)

May 16, 2012 **3:00 AM** **Motion to Consolidate**

HEARD BY: Kishner, Joanna COURTROOM:

COURT CLERK: Sandra Harrell

RECORDER:

REPORTER:

PARTIES
PRESENT:

JOURNAL ENTRIES

- This matter came before the court on Plaintiff's Motion to Consolidate, filed April 12, 2012, and was placed on Department XXXI's chambers calendar on May 16, 2012 for a decision. The Court having reviewed the pleadings on file, finds that consolidation pursuant to NRCP 42 (a) a common question of law or fact; would be appropriate. District Court cases A597983 and A658036 have common questions of law and fact and there is an overlap of the parties. It is also necessary to consolidate these cases for purposes of judicial efficiency, to avoid duplicative litigation, costs and inconsistent adjudications. Accordingly, consolidating these matters would serve the interests of justice and judicial economy. Thus, Plaintiff's Motion to Consolidate is hereby GRANTED. Counsel for Plaintiff is to submit a proposed order consistent with the foregoing within ten (10) days and distribute to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order or judgment.

CLERK'S NOTE: The above minute order has been distributed via e-mail to: Benjamin Childs, Esq./sjh

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract	COURT MINUTES	May 18, 2012

A-09-597983-C Kevin Wiltz, Plaintiff(s)
vs.
Lamont Dobbins, Sr., Defendant(s)

May 18, 2012 **9:00 AM** **All Pending Motions**

HEARD BY: Kishner, Joanna COURTROOM: RJC Courtroom 12A

COURT CLERK: Sandra Harrell

RECORDER: Rachelle Hamilton

REPORTER:

PARTIES PRESENT:

Childs, Benjamin	Attorney
Dobbins, Lamont T, Sr.	Defendant
Miller, Shawn W.	Attorney
Wiltz, Kevin	Plaintiff

JOURNAL ENTRIES

- KEVIN WILTZ' MOTION TO AMEND JUDGMENT...DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO AMEND JUDGMENT AND COUNTERMOTION FOR RELIEF FROM JUDGMENT...KEVIN WILTZ' MOTION TO INTERVENE AS A PARTY...HEARING: KAYBEL, LLC'S PETITION FOR APPROVAL OF TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS

Julie Noe, Esq. also present on behalf of Kaybel, LLC (A658036).

Court made clear for the record that it is striking the Findings of Fact and Conclusions of Law that were filed on 4/6/12, as it was never Courts intention to amend findings of fact and conclusion of law, minute order was clear, order was to be resubmitted in it's original form, no notification to the Court that there was an addition added to the judgment and was inadvertently signed, therefore, COURT ORDERED Findings of Fact and Conclusions of Law filed 4/6/12 now STRICKEN as well as the three Notice of Entries which followed. Court noted any request to amend judgment must come through formal motion for Court's consideration.

KEVIN WILTZ' MOTION TO AMEND JUDGMENT...DEFENDANTS' COUNTER MOTION FOR

RELIEF FROM JUDGMENT:

In light of the Court's striking the Order of 4/6/12, Mr. Childs requested matter be continued for supplemental briefing. Mr. Miller objected. Mr. Childs argued default stands. Mr. Miller argued untimely. Further arguments by counsel. Court finds no basis to amend the judgment. Mr. Childs withdrew his motion. COURT ORDERED, Motion WITHDRAWN. Following agreement of counsel and ruling on Petition for Structured Settlement, COURT FINDS Countermotion is MOOT. Mr. Miller to prepare proposed Order.

KEVIN WILTZ' MOTION TO INTERVENE AS A PARTY:

COURT ORDERED, Motion is MOOT.

HEARING: KAYBEL, LLC'S PETITION FOR APPROVAL OF TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS:

Argument by Ms. Noe. Statements by Mr. Dobbins. Court canvassed Mr. Dobbins as to his understanding of the terms of the structured settlement. Mr. Dobbins states he fully understands all terms and conditions. Argument by Mr. Childs. Ms. Noe offered to satisfy judgment of approximately $16,000. by increasing amount of structured settlement in an effort to resolve the matter. Mr. Child stated it is a fair offer and can co-ordinate with his office. COURT ORDERED, Petition to Approve Transfer is GRANTED with terms and conditions as stated in Court. Ms. Noe to prepare Order.

DISTRICT COURT
CLARK COUNTY, NEVADA

Breach of Contract	COURT MINUTES	July 09, 2012

A-09-597983-C Kevin Wiltz, Plaintiff(s)
vs.
Lamont Dobbins, Sr., Defendant(s)

July 09, 2012 **9:00 AM** **All Pending Motions**

HEARD BY: Kishner, Joanna **COURTROOM:** RJC Courtroom 12D

COURT CLERK: Sandra Harrell

RECORDER: Rachelle Hamilton

REPORTER:

PARTIES PRESENT:

Childs, Benjamin	Attorney
Miller, Shawn W.	Attorney

JOURNAL ENTRIES

- PLAINTIFF'S MOTION FOR ATTORNEY FEES AND COSTS...OPPOSITION TO PLAINTIFF'S MOTION FOR ATTORNEY FEES AND COSTS AND COUNTERMOTION FOR ATTORNEY'S FEES

PLAINTIFF'S MOTION FOR ATTORNEY FEES AND COSTS:

Matter argued and submitted. COURT FINDS not timely or appropriate under the rules and ORDERED, Motion DENIED.

COUNTERMOTION FOR ATTORNEY'S FEES:

COURT FINDS Countermotion MOOT.

Mr. Miller to prepare the Order, circulating to Mr. Childs for approval as to form and content.

EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE

NOTICE OF DEFICIENCY

ON APPEAL TO NEVADA SUPREME COURT

BENJAMIN B. CHILDS
318 S. MARYLAND PKWY.
LAS VEGAS, NV 89101

DATE: July 16, 2012
CASE: A597983

RE CASE: KEVIN WILTZ vs. LAMONT T. DOBBINS, SR.; LAMONT T. DOBBINS TRUST

NOTICE OF APPEAL FILED: July 9, 2012

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

☒ $250 – Supreme Court Filing Fee
- If the $250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.

☐ $24 – District Court Filing Fee (Make Check Payable to the District Court)

☒ $500 – Cost Bond on Appeal (Make Check Payable to the District Court)
- NRAP 7: Bond For Costs On Appeal in Civil Cases

☒ Case Appeal Statement
- NRAP 3 (a)(1), Form 2

☐ Order

☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

Certification of Copy

State of Nevada
County of Clark } **SS:**

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

PLAINTIFF'S NOTICE OF APPEAL; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT CONCLUSIONS OF LAW AND ORDER FROM HEARING; NOTICE OF ENTRY OF JUDGMENT; ORDER STRIKING APRIL 6, 2012 DEFAULT JUDGMENT, DENYING MOTION TO AMEND; AND GRANTING IN PART DEFENDANTS' COUNTERMOTION FOR RELIEF FROM JUDGMENT; NOTICE OF ENTRY OF ORDER STRIKING APRIL 6, 2012 DEFAULT JUDGMENT, DENYING MOTION TO AMEND, AND GRANTING IN PART DEFENDANTS' COUNTERMOTION FOR RELIEF FROM JUDGMENT; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

KEVIN WILTZ,

Plaintiff(s),

vs.

LAMONT T. DOBBINS, SR.; LAMONT T. DOBBINS TRUST,

Defendant(s).

Case No: A597983
Dept No: XXXI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 16 day of July 2012.

Steven D. Grierson, Clerk of the Court

Heather Ungermann, Deputy Clerk