

13599908
3/16/2021 4:41:00 PM \$40.00
Book - 11137 Pg - 9288-9317
RASHELLE HOBBS
Recorder, Salt Lake County, UT
GOODSELL LAW GROUP
BY: eCASH, DEPUTY - EF 30 P.

RECORDING REQUESTED BY:

GOODSELL LAW GROUP
10155 W. Twain Ave., Suite 100
Las Vegas, NV 89147

WHEN RECORDED MAIL TO:

GOODSELL LAW GROUP
Attn: Daniel V. Goodsell, Esq.
10155 W. Twain Ave., Suite 100
Las Vegas, NV 89147

JUDGMENT INFORMATION STATEMENT
(This statement is recorded in accordance with Utah Code 78B-5-201)

GOODSELL LAW GROUP is the judgment creditor in the following court case:

Case name:	In the Matter of THE AUDIE G. LEVENTHAL IRREVOCABLE TRUST dated May 12, 2010
Case number	Case No. P-19-099712-T
Court name and county:	Eighth Judicial District Court in and for Clark County, State of Nevada

1. The correct names and last known names of the judgment debtors are as follows:

Audie G. Leventhal, Investment Trustee
AUDIE G. LEVENTHAL IRREVOCABLE TRUST dated May 12, 2010
25 Cross Ridge Street
Las Vegas, NV 89135

Nathan Sponenburgh, Administrative Trustee and Benefits Trustee
AUDIE G. LEVENTHAL IRREVOCABLE TRUST dated May 12, 2010
318 9th Street
Evanston, WY 82930

2. The address at which the judgment debtors received service of process is the same address stated above.

3. The judgment debtors are natural persons acting in the capacities as trustees of the AUDIE G. LEVENTHAL IRREVOCABLE TRUST dated May 12, 2010 (the "Trust"). In particular, Audie G. Leventhal is the Investment Trustee of the Trust, and Nathan Sponenburgh is the Administrative Trustee and the Benefits Trustee of the Trust.

4. The following information is provided for Judgment Debtor Audie Leventhal:

Last four digits of Social Security Number: 8740
Date of birth: March 22, [year is unknown]
Driver license number: 014254580 (Nevada)

5. The following information is provided for Judgment Debtor Nathan Sponenburgh:

Last four digits of Social Security Number: Unknown
Date of birth: Unknown
Driver license number: Unknown

6. The name, address, telephone number and e-mail address of the judgment creditor is as follows:

GOODSELL LAW GROUP
Attn: Daniel V. Goodsell, Esq.
10155 W. Twain Ave., Suite 100
Las Vegas, Nevada 89147
Telephone (702) 869-6261
Email: dan@goodselllawgroup.com

7. Two (2) judgments were entered in the legal proceeding identified above in the combined amount of \$195,240.88. The first judgment was entered on September 18, 2020 in the amount of \$124,004.49. An exemplified copy of such judgment is attached hereto as Exhibit "1". The second judgment was entered on January 19, 2021 in the amount of \$71,236.39. An exemplified copy of such judgment is attached hereto as Exhibit "2".

8. Neither of the judgments identified above have been stayed.

9. The judgment creditor has reviewed its records and the records of the court in which the judgment was entered. Any information required by law but not provided by this statement is unknown and unavailable.

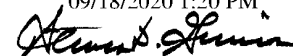
In my capacity as the duly authorized agent of the Plaintiff in this matter, I declare under criminal penalty under the law of Utah that everything stated in this document is true.

DATED this 16th day of March, 2021.

GOODSELL LAW GROUP

// Daniel V. Goodsell //
DANIEL V. GOODSSELL, ESQ.
Pro se

EXHIBIT “1”



CLERK OF THE COURT

1 **ORDER**
2 DANIEL V. GOODSSELL, ESQ.
3 Nevada Bar No. 7356
4 BRIAN H. NELSON, ESQ.
5 Nevada Bar No. 13203
6 **GOODSELL LAW GROUP**
7 10155 W. Twain Ave., Suite 100
8 Las Vegas, Nevada 89147
9 Telephone (702) 869-6261
10 Facsimile (702) 869-8243
11 dan@goodselllawgroup.com
12 *Attorneys for Goodsell Law Group*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of

Case No.: P-19-099712-T

Department: 24

THE AUDIE G. LEVENTHAL
IRREVOCABLE TRUST dated May 12,
2010,

An Inter Vivos Trust.

ORDER AND JUDGMENT

13
14 The MOTION FOR DEFAULT AND DEFAULT JUDGMENT OR IN THE
15 ALTERNATIVE MOTION FOR SUMMARY JUDGMENT ON GOODSSELL LAW GROUP'S
16 AMENDED PETITION (the "Motion for Default") and the MOTION TO STRIKE
17 OPPOSITION (the "Motion to Strike"), filed in this matter by GOODSSELL LAW GROUP
18 ("GLG") in its capacity as successor-in-interest to GOODSSELL & OLSEN, LLP ("Goodsell &
19 Olsen"), having come on for hearing the 20th day of August, 2020, and the Court having
20 reviewed the pleadings and papers on file herein, having heard the oral arguments of the parties,
21 and being fully advised in the premises, and good cause appearing therefore, enters the following
22 Findings of Fact and Conclusions of Law:

I. APPEARANCES

23
24 GLG appeared by and through its attorney of record DANIEL V. GOODSSELL, ESQ.
25 Audie G. Leventhal ("Leventhal"), in his personal capacity, and in his capacity as Investment

1 Trustee of the AUDIE G. LEVENTHAL IRREVOCABLE TRUST dated May 12, 2010 (the
2 “Trust”), appeared in proper person. NATHAN SPONENBURG (“Sponenburgh”), the
3 Administrative Trustee of the Trust, did not appear at the hearing.

4 II. FINDINGS OF FACT

5 1. On May 12, 2010, Leventhal created the Trust.

6 2. The Trust appointed Leventhal as the Investment Trustee of the Trust.

7 3. The Trust appointed Sponenburgh as the Administrative Trustee and Benefits
8 Trustee of the Trust.

9 4. Section 8.3 of the Trust states in relevant part that Leventhal, as Investment
10 Trustee of the Trust, has, among other things, the following powers, authority, and rights:

11 “To appoint, employ and remove at any time and from time to time any
12 accountants, attorneys, investment or other expert advisers, agents, clerks
13 and employees; and to fix and pay their reasonable compensation; and to
14 delegate discretionary authority to make changes in investments to
15 investment counsel.” [...]

16 “[T]o reimbursement for all expenses incurred in the performance of its
17 duties as Investment Trustee.”

18 *Id.*

19 5. On May 8, 2015 Leventhal began litigation relative to the Trust in Utah (“Utah
20 Litigation”).

21 6. On April 5, 2016, Leventhal entered into a RETAINER AGREEMENT (the
22 “Retainer Agreement”) with GLG to advise Leventhal in his capacity Trustor, Beneficiary, and
23 Investment Trustee of the Trust.

24 7. On August 23, 2017, Leventhal entered into a LIMITED ENGAGEMENT
25 RETAINER AGREEMENT (the “Limited Retainer Agreement”) with GLG in Leventhal’s
capacity Trustor, Beneficiary, and Investment Trustee of the Trust.

- 1 8. Subsequent to its retention by Leventhal, GLG performed services pursuant to
2 such Retainer Agreement, the invoices for which total \$183,268.49
- 3 9. Leventhal paid a total of \$59,264.00 to GLG, but subsequently refused to pay
4 GLG the balance owed.
- 5 10. GLG withdrew from representing the Leventhal in the Utah Litigation and
6 perfected an Attorney's Lien for the services rendered in the unpaid amount of \$124,004.49.
- 7 11. On June 24, 2019, GLG filed a PETITION TO CONFIRM APPOINTMENT OF
8 TRUSTEES AND ASSUME JURISDICTION OVER THE TRUST AS A PROCEEDING IN
9 REM; AND PETITION TO DECLARE TERMS OF THE TRUST, TO ADJUDICATE AND
10 ENFORCE ATTORNEY'S LIEN, TO INSTRUCT TRUSTEES, AND FOR AWARD OF FEES
11 AND COSTS (the "Petition") in this matter.
- 12 12. On August 1, 2019, a CITATION TO APPEAR (the "Citation") was issued to
13 "Audie G. Leventhal, an Investment Trustee" and also to "all other interested parties" to appear
14 at the hearing on the Petition.
- 15 13. On August 21, 2019, the Citation, Petition, and related documents were served
16 upon Sponenburgh.
- 17 14. On August 31, 2019, the Citation, Petition, and related documents were served
18 upon Leventhal.
- 19 15. On September 30, 2019, Leventhal, through counsel, filed his MOTION TO
20 DISMISS PETITION TO CONFIRM APPOINTMENT OF TRUSTEES AND ASSUME
21 JURISDICTION OVER THE TRUST AS A PROCEEDING IN REM; AND PETITION TO
22 DECLARE TERMS OF THE TRUST, TO ADJUDICATE AND ENFORCE ATTORNEY'S
23 LIEN, TO INSTRUCT TRUSTEES, AND FOR AWARD OF FEES AND COSTS (the "Motion
24 To Dismiss").
25

1 16. On October 8, 2019, GLG filed its AMENDED PETITION TO CONFIRM
2 APPOINTMENT OF TRUSTEES AND ASSUME JURISDICTION OVER THE TRUST AS A
3 PROCEEDING IN REM; AND PETITION TO DECLARE TERMS OF THE TRUST, TO
4 ADJUDICATE AND ENFORCE ATTORNEY'S LIEN, TO INSTRUCT TRUSTEES, AND
5 FOR AWARD OF FEES AND COSTS (the "Amended Petition").

6 17. Neither the Petition nor the Amended Petition seek a judgment or any relief from
7 Leventhal personally, but only against him as Investment Trustee of the Trust, and against the
8 Trust *res.*

9 18. On October 11, 2019, the Court held a hearing on the Amended Petition.

10 19. At the hearing on the Amended Petition, Leventhal appeared though his then
11 counsel of record, and represented on the record that his appearance would satisfy the citation
12 issued to Leventhal.

13 20. At the hearing on the Amended Petition, pursuant to GLG's request made
14 pursuant to EDCR 4.08, the Amended Petition was not heard on the merits, but was re-assigned
15 to Department XXIV.

16 21. On December 23, 2019, Leventhal filed his OPPOSITION TO AMENDED
17 PETITION TO CONFIRM APPOINTMENT OF TRUSTEES AND ASSUME JURISDICTION
18 OVER THE TRUST AS A PROCEEDING IN REM; AND PETITION TO DECLARE TERMS
19 OF THE TRUST, TO ADJUDICATE AND ENFORCE ATTORNEY'S LIEN, TO INSTRUCT
20 TRUSTEES, AND FOR AWARD OF FEES AND COSTS; REPLY TO GOODSELL LAW
21 GROUP'S OPPOSITION TO MOTION TO DISMISS AMENDED PETITION TO CONFIRM
22 APPOINTMENT OF TRUSTEES AND ASSUME JURISDICTION OVER THE TRUST AS
23 ETC.; RENEWED MOTION TO DISMISS AMENDED PETITION (the "Opposition to
24 Amended Petition").
25

1 22. On January 23, 2020, this Court entered an ORDER DENYING MOTIONS TO
2 DISMISS.

3 23. On March 20, 2020, this Court entered an ORDER GRANTING MOTION TO
4 WITHDRAW AS COUNSEL OF RECORD, whereby Leventhal’s counsel was permitted to
5 withdraw from representing him in this matter in his various capacities.

6 24. On July 13, 2020, GLG filed its Motion For Default.

7 25. On July 28, 2020, Leventhal, acting *pro se*, filed his OPPOSITION TO
8 GOODSELL LAW GROUP’S MOTION FOR DEFAULT AND DEFAULT JUDGMENT; OR
9 IN THE ALTERNATIVE SUMMARY JUDGMENT MOTION FOR DEFAULT (the
10 “Opposition to Motion For Default”).

11 26. The Opposition to Motion For Default is filed by Leventhal in his personal
12 capacity, and not in his capacity as a fiduciary¹ of the Trust.

13 27. The Opposition to Motion For Default is not supported by any sworn statement,
14 but includes copies of the Trust, and email correspondence between Leventhal and GLG.

15 28. On August 14, 2020, GLG filed its MOTION TO STRIKE OPPOSITION, which
16 sought to have the Opposition to Motion For Default stricken as improper.

17 29. Sponenburgh, in his capacity as Administrative Trustee and Benefits Trustee of
18 the Trust, has failed to appear or provide an opposition to the Motion for Default.

19 30. Leventhal has failed to oppose the Motion For Default in his capacity as
20 Investment Trustee of the Trust.

21 31. Leventhal is a resident of the state of Nevada.

22 ///

23 ///

24

25 ¹ Note that the Opposition to Motion For Default actually alleges that Leventhal is no longer a fiduciary of the Trust, though no evidence or sworn statement is provided to support such allegation.

1 7. Under Nevada Law, the Retainer Agreement and Limited Retainer Agreement are
2 valid and enforceable contracts.

3 8. Pursuant to Section 8.3 of the Trust, Leventhal acted within his powers as
4 Investment Trustee of the Trust by entering into the Retainer Agreement and Limited Retainer
5 Agreement.

6 9. Pursuant to the terms of the Retainer Agreement and Limited Retainer
7 Agreement, the Trust and the Trust *res* are liable for the repayment of GLG's fees and costs.

8 10. Pursuant to NRS 153.031, NRS 164.005, and NRS 164.033, this court has
9 jurisdiction to adjudicate GLG's claim for attorney fees and costs from the Trust *res*.

10 11. NRCP 56(a) provides that "a party seeking to recover upon a claim [...] may, at
11 any time [...], move with or without supporting affidavits for a summary judgment in the party's
12 favor upon all or any part thereof."

13 12. Summary judgment is appropriate where "the pleadings, depositions, answers to
14 interrogatories, and admissions on file, together with the affidavits, if any, show that there is no
15 genuine issue as to any material fact and that the moving party is entitled to a judgment as a
16 matter of law." *E.g., Ferguson v. Las Vegas Metro. Police Dep't*, 364 P.3d 592, 595 (Nev. 2015)
17 (citing NRCP 56(c)).

18 13. "[S]ubstantive law controls which factual disputes are *material*, [...] a factual
19 dispute is *genuine* when the evidence is such that a rational trier of fact could return a verdict for
20 the nonmoving party." *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031, 121 Nev. 724, 731 (2005)

21 14. All "other factual disputes are irrelevant." *Wood*, 121 P.3d at 1031.

22 15. While the moving party initially bears the initial burden to show the absence of a
23 genuine issue of material fact, once such a showing is made, the burden then shifts to the
24 nonmoving party to show the existence of a *genuine* issue of *material* fact. See *Cuzze v. Univ.*
25

1 & Cmty. Coll. Sys. of Nev., 123 Nev. 598, 602, 172 P.3d 131, 134 (2007) (citing Celotex Corp.
2 v. Catrett, 477 U.S. 317, 106 S. Ct. 2548 (1986)).

3 16. The opposing party must produce *admissible* evidence² and “is not entitled to
4 build a case on the gossamer threads of whimsy, speculation and conjecture.” Collins v. Union
5 Fed. S&L Ass’n, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983) (citing Hahn v. Sargent, 523 F.2d
6 461, 467 (5th Cir. 1975).

7 17. GLG’s invoices are admissible evidence setting forth a net unpaid balance of
8 \$124,004.49.

9 18. Pursuant to EDCR 2.20, failure of the opposing party to serve and file a written
10 opposition may be construed as an admission that the motion and/or joinder is meritorious and a
11 consent to granting the same. *See also* Las Vegas Fetish & Fantasy Halloween Ball, Inc. v.
12 Ahern Rentals, Inc., 124 Nev. 272, 278, 182 P.3d 764, 768 (2008).

13 19. As neither Sponenburgh nor Leventhal provided any argument or evidence
14 contradicting whether the fees and costs set forth on the invoices are inaccurate, the accuracy of
15 the invoices provided by GLG is deemed admitted.

16 20. In Nevada, the court must consider four specific factors in determining whether
17 attorneys’ fees and costs are reasonable, namely:

- 18 (1) the qualities of the advocate: his ability, his training, education, experience,
19 professional standing and skill;
- 20 (2) the character of the work to be done: its difficulty, its intricacy, its
21 importance, time and skill required, the responsibility imposed and the
22 prominence and character of the parties where they affect the importance of
23 the litigation;
- 24 (3) the work actually performed by the lawyer: the skill, time and attention
25 given to the work; and

² “Evidence introduced in support of or opposition to a motion for summary judgment must be admissible evidence.” Henry Prods., Inc. v. Tarmu, 114 Nev. 1017, 1019, 967 P.2d 444, 445 (1998) (citing NRCP 56(e); Collins v. Union Fed. Savings & Loan, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983)).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

(4) the result: whether the attorney was successful and what benefits were derived.

(the “Brunzell Factors”). Brunzell v. Golden Gate Nat. Bank, 85 Nev. 345, 349, 455 P.2d 31 (1969).

21. Additionally, it is well established that “attorney’s fees” includes fees incurred for work performed by paralegals and other nonattorney staff. Las Vegas Metro. Police Dep’t v. Yeghiazarian, 312 P.3d 503, 510 (Nev. 2013) (citing Missouri v. Jenkins, 491 U.S. 274, 285, 109 S. Ct. 2463, 2469 (1989)).

22. Leventhal’s Opposition to Motion for Default fails to provide argument contesting the reasonableness of the fees and costs invoiced by GLG.

23. Upon consideration of the Brunzell Factors, GLG’s invoiced fees and costs in the total sum of \$183,268.49 are reasonable.

24. In Utah, in order for a lien to be enforceable, it must attach to property against which such lien could be enforced. *See, e.g.*, Midvale Motors v. Saunders, 21 Utah 2d 181, 184, 442 P.2d 938, 940 (1968).

25. Utah Code § 38-2-7(2) specifically provides that an attorney’s lien attaches to:
 any money or property owned by the client that is the subject of or connected with work performed for the client, including:

- (a) any real, personal, or intangible property that is the subject of or connected with the work performed for the client;
- (b) any funds held by the attorney for the client, including any amounts paid as a retainer to the attorney by the client; and
- (c) any settlement, verdict, report, decision, or judgment in the client’s favor in any matter or action in which the attorney assisted, including any proceeds derived from the matter or action, whether or not the attorney is employed by the client at the time the settlement, verdict, report, decision, or judgment is obtained.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

- (f) the signature of the attorney claiming the lien; and
- (g) an acknowledgment or certificate as required under Title 57, Chapter 3, Recording of Documents.

29. Pursuant to Utah Code § 38-2-7(7), once a notice of lien is filed, a copy of the same must be mailed to the client within 30 days.

30. GLG has a perfected lien against the Trust *res*.

31. NRS 164.033(1) authorizes this Court to enter such an order “[i]f the trustee is in possession of, or holds title to, property and the property or an interest in it is claimed by another”, or “[i]f property of the trust is subject to a claim of a creditor of the settlor of the trust.”

32. NRS 18.010(2)(b) grants this Court authority to award fees when an opposing party maintains a legal position “without reasonable ground” or “to harass the prevailing party.” Further, courts are encouraged to “liberally construe the provisions of this paragraph in favor of awarding attorney’s fees in all appropriate situations” in order to “punish ...and deter frivolous or vexatious claims and defenses because such claims and defenses overburden limited judicial resources, hinder the timely resolution of meritorious claims and increase the costs of engaging in business and providing professional services to the public.” NRS 18.010(2)(b).

33. EDCR 7.60(b)(3) states that:

The court may, after notice and an opportunity to be heard, impose upon an attorney or a party any and all sanctions which may, under the facts of the case, be reasonable, including the imposition of fines, costs or attorney’s fees when an attorney or a party without just cause: [...]

(3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously. [...].

34. NRS 153.031(3) provides in part that:

3. If the court grants any relief to the petitioner, the court may, in its discretion, order any or all of the following additional relief if the court determines that such additional relief is appropriate to redress or avoid an injustice:
[...]

1 (b) Order the trustee to pay to the petitioner or any other party all
2 reasonable costs incurred by the party to adjudicate the affairs of
3 the trust pursuant to this section, including, without limitation,
4 reasonable attorney's fees. The trustee may not be held personally
liable for the payment of such costs unless the court determines
that the trustee was negligent in the performance of or breached his
or her fiduciary duties.

5 35. Pursuant to NRS 18.010(2)(b), EDCR 7.60, and NRS 153.031(3), GLG is entitled
6 to reasonable attorney fees and costs incurred in obtaining the instant judgment.

7 **IV. ORDER AND JUDGMENT**

8 Based upon the foregoing Findings Of Fact and Conclusions Of Law:

9 1. IT IS HEREBY ORDERED that the MOTION TO STRIKE OPPOSITION is
10 granted in part;

11 2. IT IS FURTHER ORDERED that the OPPOSITION TO AMENDED PETITION
12 TO CONFIRM APPOINTMENT OF TRUSTEES AND ASSUME JURISDICTION OVER
13 THE TRUST AS A PROCEEDING IN REM; AND PETITION TO DECLARE TERMS OF
14 THE TRUST, TO ADJUDICATE AND ENFORCE ATTORNEY'S LIEN, TO INSTRUCT
15 TRUSTEES, AND FOR AWARD OF FEES AND COSTS; REPLY TO GOODSELL LAW
16 GROUP'S OPPOSITION TO MOTION TO DISMISS AMENDED PETITION TO CONFIRM
17 APPOINTMENT OF TRUSTEES AND ASSUME JURISDICTION OVER THE TRUST AS
18 ETC.; RENEWED MOTION TO DISMISS AMENDED PETITION filed in this matter by
19 AUDIE G. LEVENTHAL is stricken to the extent it makes any argument, or takes any position,
20 on behalf of the AUDIE G. LEVENTHAL IRREVOCABLE TRUST dated May 12, 2010
21 beyond those positions permitted to be taken by AUDIE G. LEVENTHAL in his individual
22 capacity;

23 3. IT IS FURTHER ORDERED that the MOTION FOR DEFAULT AND
24 DEFAULT JUDGMENT OR IN THE ALTERNATIVE MOTION FOR SUMMARY
25 JUDGMENT ON GOODSELL LAW GROUP'S AMENDED PETITION is granted in part;

1 4. IT IS FURTHER ORDERED that jurisdiction over the AUDIE G. LEVENTHAL
2 IRREVOCABLE TRUST dated May 12, 2010 is assumed by this Court;

3 5. IT IS FURTHER ORDERED that AUDIE G. LEVENTHAL is confirmed as
4 Investment Trustee of the AUDIE G. LEVENTHAL IRREVOCABLE TRUST dated May 12,
5 2010;

6 6. IT IS FURTHER ORDERED that NATHAN SPONENBURGH is confirmed as
7 Administrative Trustee and Benefits Trustee of the AUDIE G. LEVENTHAL IRREVOCABLE
8 TRUST dated May 12, 2010;

9 7. IT IS FURTHER ORDERED that judgment is hereby entered against NATHAN
10 SPONENBURGH as Administrative Trustee and Benefits Trustee of the AUDIE G.
11 LEVENTHAL IRREVOCABLE TRUST dated May 12, 2010, and against AUDIE G.
12 LEVENTHAL as Investment Trustee of the AUDIE G. LEVENTHAL IRREVOCABLE TRUST
13 dated May 12, 2010, jointly and severally, in the sum of \$124,004.49;

14 8. IT IS FURTHER ORDERED that NATHAN SPONENBURGH as
15 Administrative Trustee and Benefits Trustee of the AUDIE G. LEVENTHAL IRREVOCABLE
16 TRUST dated May 12, 2010, and AUDIE G. LEVENTHAL as Investment Trustee of the
17 AUDIE G. LEVENTHAL IRREVOCABLE TRUST dated May 12, 2010 remit payment to
18 GOODSELL LAW GROUP in the sum of \$124,004.49; and

19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

9. IT IS FURTHER ORDERED that GOODSELL LAW GROUP is awarded its reasonable attorney's fees and costs in an amount to be determined upon proper application for such award being filed in this matter.

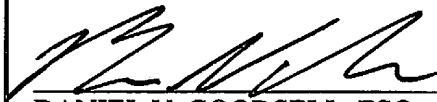
Dated this 18th day of September, 2020

DATED this ____ day of _____, 2020.



DISTRICT COURT JUDGE

Submitted by:



DANIEL V. GOODSSELL, ESQ.
Nevada Bar No. 7356
BRIAN H. NELSON, ESQ.
Nevada Bar No. 13203
GOODSELL LAW GROUP
10155 W. Twain Ave., Suite 100
Las Vegas, Nevada 89147
Attorney for Goodsell Law Group

C5A 02D 4E2D 9B5E
Jim Crockett
District Court Judge

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
5
6 In the Matter of the Trust of:
7 The Audi G. Leventhal
8 Irrevocable Trust dated May 12,
9 2010

CASE NO: P-19-099712-T

DEPT. NO. Department 24

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/18/2020

15 Daniel Goodsell	dan@goodselllawgroup.com
16 Brian Nelson	brian@goodselllawgroup.com
17 Stephanie Paloma	stephanie@goodselllawgroup.com
18 Christine Washburn	christine@goodselllawgroup.com
19 Audie Leventhal	aglcorp@msn.com
20 Katherine Bush	Katherine@lencarlman.com

21
22
23
24
25
26
27
28

EXHIBIT “2”

GOODSELL LAW GROUP
ATTORNEYS AT LAW
10155 W. TWAIN AVE., SUITE 100, LAS VEGAS, NV 89147
(702) 869-6261 TEL - (702) 869-8243 FAX

1 **ORDER**
2 DANIEL V. GOODSSELL, ESQ.
3 Nevada Bar No. 7356
4 GOODSSELL LAW GROUP
5 10155 W. Twain Ave., Suite 100
6 Las Vegas, Nevada 89147
7 Telephone (702) 869-6261
8 Facsimile (702) 869-8243
9 dan@goodselllawgroup.com
10 *Attorneys for Goodsell Law Group*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

8 In the Matter of
9 THE AUDIE G. LEVENTHAL
10 IRREVOCABLE TRUST dated May 12,
11 2010,
12 An Inter Vivos Trust.

Case No.: P-19-099712-T
Department: VIII

Hearing Date: December 3, 2020
Hearing Time: 9:00 AM

**ORDER GRANTING MOTION FOR AWARD OF ATTORNEY FEES AND COSTS
AND JUDGMENT**

14 The MOTION FOR AWARD OF ATTORNEY FEES AND COSTS (the "Motion") filed
15 in this matter by GOODSSELL LAW GROUP ("GLG") in its capacity as successor-in-interest to
16 GOODSSELL & OLSEN, LLP ("Goodsell & Olsen"), having come on for hearing this 3rd day of
17 December, 2020, and the Court having reviewed the pleadings and papers on file herein, enters
18 the following Findings of Fact and Conclusions of Law:

I. APPEARANCES

19 This hearing was conducted by video conference. DANIEL V. GOODSSELL, ESQ.,
20 appeared at the hearing on behalf of GLG; and AUDIE G. LEVENTHAL ("Leventhal")
21 appeared at the hearing and made oral argument on his own behalf notwithstanding that attorney
22 DAVID J. WINTERTON, ESQ. is his attorney of record (Mr. Winterton had checked in at the
23 beginning of the Court's law and motion calendar, but he was no longer connected to the
24 conference when this matter was called). Notwithstanding that this matter was called during this
25

1 Court's scheduled law and calendar hearings, the Court had previously decided this matter in
2 chambers and the Court informed the parties that had happened.

3 II. FINDINGS OF FACT

4 1. On May 12, 2010, Leventhal created the AUDIE G. LEVENTHAL
5 IRREVOCABLE TRUST dated May 12, 2010 (the "Trust").

6 2. The Trust is and was an irrevocable trust at all times relevant.

7 3. On July 17, 2020, the United States Bankruptcy Court for the District of Nevada
8 entered an order granting an involuntary bankruptcy petition against Leventhal personally.

9 4. On September 18, 2020, this Court entered an ORDER AND JUDGMENT (the
10 "Judgment").

11 5. The Judgment concludes in part as follows:

- 12 a. "NRS 18.010(2)(b) grants this Court authority to award fees when an opposing
13 party maintains a legal position 'without reasonable ground' or 'to harass the
14 prevailing party.' Further, courts are encouraged to 'liberally construe the
15 provisions of this paragraph in favor of awarding attorney's fees in all appropriate
16 situations' in order to 'punish ...and deter frivolous or vexatious claims and
17 defenses because such claims and defenses overburden limited judicial resources,
18 hinder the timely resolution of meritorious claims and increase the costs of
19 engaging in business and providing professional services to the public.' NRS
20 18.010(2)(b)."

21 *See* Judgment at 11:10-16;

- 22 b. "EDCR 7.60(b)(3) states that:

23 "The court may, after notice and an opportunity to be heard, impose upon
24 an attorney or a party any and all sanctions which may, under the facts of
25 the case, be reasonable, including the imposition of fines, costs or
attorney's fees when an attorney or a party without just cause: [...]"

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

“(3) So multiplies the proceedings in a case as to increase costs unreasonably and vexatiously. [...]”

See Judgment at 11:17-21;

c. “NRS 153.031(3) provides in part that:

“3. If the court grants any relief to the petitioner, the court may, in its discretion, order any or all of the following additional relief if the court determines that such additional relief is appropriate to redress or avoid an injustice:

[...]

“(b) Order the trustee to pay to the petitioner or any other party all reasonable costs incurred by the party to adjudicate the affairs of the trust pursuant to this section, including, without limitation, reasonable attorney’s fees. The trustee may not be held personally liable for the payment of such costs unless the court determines that the trustee was negligent in the performance of or breached his or her fiduciary duties.”

See Judgment at 11:22-12:4;

d. Pursuant to NRS 18.010(2)(b), EDCR 7.60, and NRS 153.031(3), GLG is entitled to reasonable attorney fees and costs incurred in obtaining the instant judgment.

See Judgment at 12:5-6;

6. The Judgment orders in part as follows:

a. “IT IS FURTHER ORDERED that jurisdiction over the AUDIE G.

LEVENTHAL IRREVOCABLE TRUST dated May 12, 2010 is assumed by this Court;”

See Judgment at 13:1-2;

b. “IT IS FURTHER ORDERED that AUDIE G. LEVENTHAL is confirmed as Investment Trustee of the AUDIE G. LEVENTHAL IRREVOCABLE TRUST dated May 12, 2010;”

See Judgment at 13:3-5.

- 1 c. "IT IS FURTHER ORDERED that NATHAN SPONENBURGH is confirmed as
2 Administrative Trustee and Benefits Trustee of the AUDIE G. LEVENTHAL
3 IRREVOCABLE TRUST dated May 12, 2010;"
4 *See* Judgment at 13:6-8;
- 5 d. "IT IS FURTHER ORDERED that judgment is hereby entered against NATHAN
6 SPONENBURGH as Administrative Trustee and Benefits Trustee of the AUDIE
7 G. LEVENTHAL IRREVOCABLE TRUST dated May 12, 2010, and against
8 AUDIE G. LEVENTHAL as Investment Trustee of the AUDIE G. LEVENTHAL
9 IRREVOCABLE TRUST dated May 12, 2010, jointly and severally, in the sum
10 of \$124,004.49;"
11 *See* Judgment at 13:9-13;
- 12 e. "IT IS FURTHER ORDERED that NATHAN SPONENBURGH as
13 Administrative Trustee and Benefits Trustee of the AUDIE G. LEVENTHAL
14 IRREVOCABLE TRUST dated May 12, 2010, and AUDIE G. LEVENTHAL as
15 Investment Trustee of the AUDIE G. LEVENTHAL IRREVOCABLE TRUST
16 dated May 12, 2010 remit payment to GOODSSELL LAW GROUP in the sum of
17 \$124,004.49;"
18 *See* Judgment at 13:14-18;
- 19 f. "IT IS FURTHER ORDERED that GOODSSELL LAW GROUP is awarded its
20 reasonable attorney's fees and costs in an amount to be determined upon proper
21 application for such award being filed in this matter."
22 *See* Judgment at 14:1-3;
- 23 7. The Judgment does not affect Leventhal personally. Instead the Judgment
24 requires payment from the Trust.
25

1 (the “Brunzell Factors”). *Brunzell v. Golden Gate Nat. Bank*, 85 Nev. 345, 349, 455 P.2d 31
2 (1969).

3 2. “[A]ttorney’s fees” includes fees incurred for work performed by paralegals and
4 other nonattorney staff. *Las Vegas Metro. Police Dep’t v. Yeghiazarian*, 312 P.3d 503, 510
5 (Nev. 2013) (citing *Missouri v. Jenkins*, 491 U.S. 274, 285, 109 S. Ct. 2463, 2469 (1989)).

6 3. Further, in awarding costs, a court must find the same to be reasonable. *Cadle Co.*
7 *v. Woods & Erickson, LLP*, 131 Nev. 114, 120, 345 P.3d 1049, 1054 (2015)

8 4. Upon consideration of the *Brunzell* Factors, GLG’s fees and costs in the total sum
9 of \$71,236.39 are reasonable.

10 5. EDCR 2.20(e) expressly states that:

11 Within 14 days after the service of the motion, and 5 days after service of
12 any joinder to the motion, the opposing party must serve and file written
13 notice of nonopposition or opposition thereto, together with a
14 memorandum of points and authorities and supporting affidavits, if any,
15 stating facts showing why the motion and/or joinder should be denied.
Failure of the opposing party to serve and file written opposition may be
construed as an admission that the motion and/or joinder is meritorious
and a consent to granting the same.

16 (Emphasis added). *See also* , 124 Nev. 272, 278, 182 P.3d 764, 768 (2008).

17 6. Pursuant to EDCR 2.20(e), Leventhal’s failure to file a timely response to the
18 Motion is deemed an admission that the Motion is meritorious.

19 7. Pursuant to EDCR 2.20(e), Sponenburgh’s failure to file any response to the
20 Motion is deemed an admission that the Motion is meritorious.

21 8. EDCR 2.24(a) states as follows:

22 (a) No motions once heard and disposed of may be renewed in the same
23 cause, nor may the same matters therein embraced be reheard, **unless by**
24 **leave of the court granted upon motion therefor**, after notice of such
25 motion to the adverse parties.

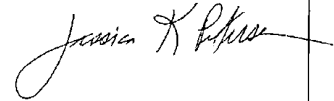
(Emphasis added).

1 2010, remit payment to GOODSELL LAW GROUP in the sum of \$71,236.39 within thirty (30)
2 days of notice of entry of the instant ORDER GRANTING MOTION FOR AWARD OF
3 ATTORNEY FEES AND COSTS AND JUDGMENT; and

4 5. IT IS FURTHER ORDERED that the payments required by this ORDER AND
5 JUDGMENT are supplemental and in addition to those payments required by the ORDER AND
6 JUDGMENT entered in this matter on September 18, 2020.

7 DATED this ____ day of _____, 2021.

Dated this 19th day of January, 2021



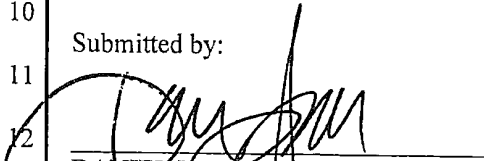
DISTRICT COURT JUDGE

469 8EC 95B5 DF6D
Approved as to Form: Jessica K. Peterson
District Court Judge

[REFUSED TO SIGN]

DAVID J. WINTERTON, ESQ.
Nevada Bar No. 4142
DAVID J. WINTERTON & ASSOCI., LTD.
7881 W. Charleston Blvd., Suite 220
Las Vegas, Nevada 89144
Attorney for Audie Gene Leventhal

Submitted by:



DANIEL V. GOODSSELL, ESQ.
Nevada Bar No. 7356
BRIAN H. NELSON, ESQ.
Nevada Bar No. 13203
GOODSELL LAW GROUP
10155 W. Twain Ave., Suite 100
Las Vegas, Nevada 89147
Attorney for Goodsell Law Group

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CSERV

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the Trust of:	CASE NO: P-19-099712-T
The Audi G. Leventhal Irrevocable Trust dated May 12, 2010	DEPT. NO. Department 8

AUTOMATED CERTIFICATE OF SERVICE

This automated certificate of service was generated by the Eighth Judicial District Court. The foregoing Order was served via the court's electronic eFile system to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 1/19/2021

Daniel Goodsell	dan@goodselllawgroup.com
Brian Nelson	brian@goodselllawgroup.com
Stephanie Paloma	stephanie@goodselllawgroup.com
Christine Washburn	christine@goodselllawgroup.com
Audie Leventhal	aglcorp@msn.com
Katherine Bush	Katherine@lencarlman.com
Vanessa Johnson	vanessa@goodselllawgroup.com