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9 Attorneys for Defendant and Counterclaimant
 Standard Insurance Company

11 UNITED STATES DISTRICT COURT
 12 DISTRICT OF NEVADA

13 STEPHANIE THOMAS, an individual,
 14
 Plaintiff,
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 vs.
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 17 STANDARD INSURANCE COMPANY,
 an Oregon corporation; WESTERN
 18 INSURANCE SPECIALTIES, INC., a
 Nevada corporation; TIAA-CREF
 19 INDIVIDUAL AND INSTITUTIONAL
 20 SERVICES, LLC, a Delaware limited
 liability company; VALIC RETIREMENT
 21 SERVICES COMPANY, a Texas
 22 corporation, and DOES I-X, and ROE
 CORPORATIONS I-X, inclusive,
 23
 Defendants.
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 25
 26 STANDARD INSURANCE COMPANY,
 an Oregon corporation,
 27
 Counterclaimant,
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Case No. 2:07-cv-00491-GMN-GWF

**ORDER AWARDING ATTORNEYS'
 FEES AND COSTS**

Lewis and Roca LLP
 3993 Howard Hughes Parkway
 Suite 600
 Las Vegas, Nevada 89109

1 vs.
2 STEPHANIE THOMAS and SAMANTHA
3 MARY THOMAS,
4 Counterdefendants.
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6 TEACHERS INSURANCE AND
7 ANNUITY ASSOCIATION OF
8 AMERICA COLLETE RETIREMENT
9 EQUITY FUND,
10 Counterclaimant.
11 vs.
12 STEPHANIE THOMAS, an individual,
13 Counterdefendant.

14 Pursuant to the Court’s Order to Show Cause, the hearing held on August 12, 2011,
15 the defendants’ summary judgment motions, the fee itemization provided by Defendants
16 Standard Insurance Company and VALIC Retirement Services Plan, and good cause
17 otherwise appearing,

18 **IT IS HEREBY ORDERED** that plaintiffs’ counsel, Roger Croteau and Tim
19 Rhoda are jointly and severally liable for the attorneys’ fees incurred by Defendants
20 Standard Insurance Company and VALIC Retirement Services Plan. The Court finds that
21 Mr. Croteau and Mr. Rhoda “multiplie[d] the proceedings in [the] case unreasonably and
22 vexatiously” by failing to stipulate to dismiss claims against Standard and VALIC when it
23 became clear those claims had no merit, making an award of attorneys’ fees appropriate
24 under 28 U.S.C. § 1927. The Court further finds that the attorneys’ fees are awardable
25 under the inherent sanction power of the Court.


26 **IT IS HEREBY ORDERED** that Defendant Standard Insurance Company is
27 awarded attorney’s fees in the amount of \$5,042.65. Payment shall be made to Standard
28 Insurance Company by Roger Croteau and Tim Rhoda, and mailed to Standard Insurance

1 Company's attorney, Kristina N. Holmstrom (address above).

2 **IT IS ALSO ORDERED** that Defendant VALIC Retirement Services Plan is
3 awarded attorney's fees in the amount of \$8,329.00 and costs in the amount of \$139.90.
4 Payment shall be made to The Variable Annuity Life Insurance Company ("VALIC") by
5 Roger Croteau and Tim Rhoda, and mailed to VALIC's attorney, Marek P. Bute, Snell &
6 Wilmer L.L.P., 3883 Howard Hughes Parkway, Suite 1100, Suite 1100, Las Vegas, NV
7 89169.

8 **IT IS FURTHER ORDERED that the Court Minutes from the August 12,**
9 **2011 hearing and this Order Awarding Attorneys' Fees and Costs shall be served by**
10 **the Clerk of the Court, via certified mail, return receipt requested, on Roger**
11 **Croteau and Timothy Rhoda at their addresses of record.**

12 **DATED** this 24th day of August, 2011.

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17 Gloria M. Navarro
18 United States District Judge
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