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7 **UNITED STATES DISTRICT COURT**  
8 **DISTRICT OF NEVADA**

9 JULIE McEWEN,

Case No. 2:09-cv-02173-PMP-LRL

10 Plaintiff,

11 vs.

**SUMMARY JUDGMENT**

12 ACCELERATED COMMERCIAL  
CONSULTANTS, a Nevada Corporation;  
13 FRANK ULBRIGHT, individually; TERRY  
PRITCHETT, individually; and MARK  
14 MASTRANGELO, individually,

15 Defendants.  
16

17 Plaintiff Julie McEwen having submitted a Partial Motion for Summary Judgment,  
18 Defendants Accelerated Commercial Consultants, Frank Ulbright, and Terry Pritchett having  
19 filed an Opposition, McEwen having filed her Reply, this Court having convened a hearing on  
20 August 2, 2010, Zachariah B. Parry, Esq. of the law firm WOODBURY, MORRIS & BROWN  
21 having appeared and argued on behalf of McEwen, Frank Ulbright and Terry Pritchett having  
22 appeared in proper person, Accelerated Commercial Consultants being unrepresented, the Court  
23 having reviewed the papers on file and considering the Motion on its merits, the Court being  
24 fully advised, and good cause appearing, the Court finds as follows:

25 McEwen had a valid contract with Accelerated Commercial Consultants, Frank  
26 Ulbright, and Terry Pritchett (collectively, "Defendants"). McEwen fully performed on the  
27 contract by depositing \$450,000 into the Accelerated Commercial Consultants Trust Account,

1 and Defendants breached the contract.

2 Wherefore, it is hereby ORDERED, ADJUDGED, AND DECREED that McEwen's  
3 Partial Summary Judgment is GRANTED as pertaining to the breach of contract action;

4 It is further ORDERED, ADJUDGED, AND DECREED that Defendants must repay  
5 McEwen \$450,000.00, plus \$1,938.70 in penalties, plus lost interest at \$1,316.25 per month  
6 (\$43.27 per day) starting October 14, 2008 for total pre-judgment interest of \$29,769.76, less  
7 \$13,884.31 in interest already paid, for total interest due as of August 2, 2010 of \$15,885.45.  
8 The total due as of August 2, 2010 is therefore \$467,824.15, with interest continuing to accrue  
9 at the agreed-upon rate of \$43.27 per day until the judgment is fully paid;

10 It is further ORDERED, ADJUDGED, AND DECREED the Defendants must pay  
11 McEwen in full within 30 days of

12  August 2, 2010, the date the minute order was issued

13  the date this Order is signed;

14 It is further ORDERED, ADJUDGED, AND DECREED that in no way does this Order  
15 preclude McEwen's right to continue to pursue a claim for breach of contract against  
16 Defendants as it pertains to the anticipated returns of \$1,350,000.00.


17 IT IS SO ORDERED.

18 Dated this 11th day of August 2010.

  
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JUDGE PHILIP M. PRO  
UNITED STATES DISTRICT COURT JUDGE

19 Respectfully submitted by:

20 WOODBURY, MORRIS & BROWN

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