

1 Edward D. Vaisbort, Esq. (SBN 6153)  
 2 **MICHELMAN & ROBINSON, LLP**  
 3 10880 Wilshire Blvd., 19<sup>th</sup> Floor  
 4 Los Angeles, CA 90024  
 5 Telephone: (310) 564-2670  
 6 Facsimile: (310) 564-2671  
 7 Attorneys for Plaintiff,  
 8 DCR MORTGAGE 1, LLC

9 John P. Desmond, Esq. (SBN 5618)  
 10 **DICKINSON WRIGHT, PLLC**  
 11 8363 West Sunset Rd., Suite 200  
 12 Las Vegas, NV 89113  
 13 Attorneys for Plaintiff,  
 14 DCR MORTGAGE 1, LLC

15 **UNITED STATES DISTRICT COURT**  
 16 **DISTRICT OF NEVADA**

17 DCR MORTGAGE 1, LLC, a Delaware  
 18 Limited Liability Company,

19 Plaintiff,

20 vs.

21 GARY L. SYLVER, an individual, and DOES  
 22 1-10, inclusive,

23 Defendants.

Case No.: 2:16-CV-01787 GMN  
 Assigned to: Hon. Gloria M. Navarro

**REVISED JOINT CASE**  
**MANAGEMENT REPORT**

**SUBMITTED IN COMPLIANCE WITH**  
**LR 26-1(b)**

1 **REVISED JOINT CASE MANAGEMENT REPORT SUBMITTED IN COMPLIANCE**  
2 **WITH LR 26-1(e)**

3 Plaintiff DCR Mortgage 1, LLC ("Plaintiff"), appearing through its attorney of record,  
4 and Defendant Gary L. Sylver ("Defendant"), appearing individually, met and conferred  
5 pursuant to Fed. R. Civ. P. 26(f) and Local Rule 26-1(d) on October 7, 2016. The parties  
6 hereby submit the following Stipulated Discovery Plan and Scheduling Order for discovery on  
7 the claims asserted in Plaintiff's Complaint.

8 1. **Nature of the Case.**

9 As set forth in more detail in the Complaint, Defendant acted as Guarantor of a loan  
10 issued by Allied Mortgage & Financial Corporation (Defendant is a successor in interest to  
11 Allied Mortgage). The loan has fallen into default on several occasions and remains in default  
12 to this day. A deficit balance of \$1,531,823.87 remains unpaid. Plaintiff therefore brought one  
13 cause of action against Defendant for Breach of Written Guaranty. Plaintiff seeks  
14 compensatory damages in the amount of \$1,531,823.27.

15 Defendant contends that, at the time he signed the Loan, he believed he would have the  
16 funds to pay the loan on schedule; however, the funds became unavailable after the loan was  
17 signed. Defendant further wishes the court to know that his failure to pay was not intentional;  
18 his business dealings were complicated by, most recently, Britain's exit from the United  
19 Kingdom.

20 2. **Principal Factual and Legal Disputes**

21 Defendant filed his Answer on August 22, 2016. The Answer admits that the loan was  
22 issued and guaranteed by Defendant but denies all other allegations of the Complaint. The  
23 primary issue to be resolved is whether Defendant failed to honor his obligations pursuant to the  
24 Guaranty. Defendant has already admitted to counsel that he is unable to pay the loan and has  
25 not paid it.

26 The law surrounding breach of written guaranty is simple and straightforward: a  
27 guaranty is a binding contract, and failure to perform the terms of a contract constitutes a  
28 breach.

1           **3.     Rule 26(a) Disclosures:** Plaintiff served its initial disclosures required by Rule  
2 26(a)(1) on October 14, 2016. Defendant served his initial disclosures on October 18, 2016.

3           **4.     Scheduling Matters**

4                 a.   **Discovery cut-off date:** The discovery cut-off date shall be completed no  
5 later than Friday, February 17, 2017.

6                 b.   **Amending the Pleadings and Adding Parties:** While the parties do not  
7 anticipate any amendments or additional parties, the last date to file motions to  
8 amend the pleadings or add parties is Friday, November 18, 2016.

9                 c.   **Expert Disclosures:** Initial disclosures of expert witnesses are due sixty  
10 days before the discovery cut-off date or Monday, December 19, 2016.

11                d.   **Disclosure of Rebuttal Experts:** All rebuttal experts must be disclosed  
12 thirty days after the initial disclosures of experts or by Wednesday, January 18,  
13 2017.

14                e.   **Dispositive Motions:** All dispositive motions must be filed within thirty  
15 days after the discovery cut-off date or by Monday, March 20, 2017.

16                f.   **Pretrial Order:** The joint pretrial order is due thirty days after the  
17 dispositive motion deadline, which is Wednesday, April 19, 2017, or thirty days  
18 after the decision on dispositive motions, whichever is later.

19                g.   **Interim Status Report:** The joint interim status report is due by  
20 Monday, December 19, 2016.

21           **5.     Orders that the Court Should Issue**

22                There are no orders that the Court should issue under Fed. R. Civ. P. 26(c), Fed. R. Civ.  
23 P. 26(b), or Fed. R. Civ. P. 16(c) at this time.

24                6.   **Dispositive Motions:** Plaintiff has already prepared a Motion for Summary  
25 Judgment and plans to file it within the next two weeks. Defendant does not intend to draft any  
26 dispositive motions at this time.

27                7.   **ADR:** The Parties were unable to agree to settlement terms during their initial  
28 conference; however, the Parties are committed to making a good-faith effort to settle this

1 matter prior to trial. Plaintiff agrees to private mediation to be held no less than thirty (30) days  
2 prior to trial.

3 8. **Trial**

4 a. The parties have waived their right to a jury pursuant to section 5.15 of  
5 the original loan agreement. Therefore, the parties will not seek a jury trial.

6 b. Plaintiff requests that a date for Trial be set after the hearing on Plaintiff's  
7 MSJ.

8 c. The parties estimate that trial will be completed in one half (1/2) day.  
9

10 Respectfully Submitted,

11 DATED: October 24, 2016

**MICHELMAN & ROBINSON, LLP**

12  
13 By: /s/ Edward D. Vaisbort  
14 EDWARD D. VAISBORT  
15 Attorney for Plaintiff,  
DCR MORTGAGE 1, LLC

16 DATED: October 24, 2016

**DICKINSON WRIGHT, LLP**

17  
18 By: /s/ John P. Desmond  
19 JOHN P. DESMOND  
20 Attorney for Plaintiff,  
DCR MORTGAGE 1, LLC

21 DATED: October 24, 2016

**GARY L. SYLVER**

22  
23 By: [See Attached]  
24 GARY L. SYLVER  
25  
26  
27  
28

1 matter prior to trial. Plaintiff agrees to private mediation to be held no less than thirty (30) days  
2 prior to trial.

3 8. Trial

4 a. The parties have waived their right to a jury pursuant to section 5.15 of  
5 the original loan agreement. Therefore, the parties will not seek a jury trial.

6 b. Plaintiff requests that a date for Trial be set after the hearing on Plaintiff's  
7 MSJ.

8 c. The parties estimate that trial will be completed in one half (1/2) day.  
9

10 Respectfully Submitted,

11 DATED: October \_\_, 2016

**MICHELMAN & ROBINSON, LLP**

12  
13 By:

14 EDWARD D. VAISBORT  
15 Attorney for Plaintiff,  
16 DCR MORTGAGE 1, LLC

17 DATED: October \_\_, 2016

**DICKINSON WRIGHT, LLP**

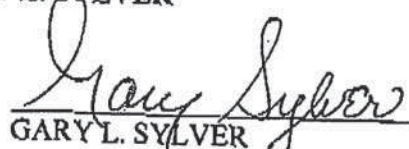
18  
19 By:

20 JOHN P. DESMOND  
21 Attorney for Plaintiff,  
22 DCR MORTGAGE 1, LLC

23 DATED: October 24, 2016

**GARY L. SYLVER**

24 By:

25   
26 GARY L. SYLVER

27 IT IS SO ORDERED.

28 Dated: October 24, 2016

  
United States Magistrate Judge