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Mario Piatelli, Jack G. Frost, Jack Gibson Frost, Inc.,
J.D. Hbt, Hunt Bros. Producing Co., Inc. and
Robert Dierking*

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

24 THE PIATELLI COMPANY, INC., a California
25 Corporation; MARIO PIATELLI, an individual;
26 JACK G. FROST, an individual; JACK GIBSON
27 FROST, INC., a California corporation; J.D.
28 HUNT, an individual; HUNT BROS.
PRODUCING CO., INC., an Oklahoma
Corporation; and ROBERT DIERKING, an
Individual.

Case No.: 3:12-cv-225-RCJ-WGC

**STIPULATION FOR
EXTENSION TO FILE
JOINT PRE-TRIAL
PRETRIAL STATEMENT;
ORDER**

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Plaintiffs,

v.

ALAN CHAMBERS, an individual; LAURA CHAMBERS, an individual, and DOES 1 through 10,

Defendants.

ALAN CHAMBERS, an individual; LAURA CHAMBERS, an individual,

Counterclaimants

v.

THE PIATELLI COMPANY, INC., a California Corporation; MARIO PIATELLI, an individual; JACK G. FROST, an individual; JACK GIBSON FROST, INC., a California corporation; J.D. HUNT, an individual; HUNT BROS. PRODUCING CO., INC., an Oklahoma Corporation; and ROBERT DIERKING, an Individual,

Counter-Defendants

STIPULATION FOR EXTENTION TO FILE JOINT PRETRIAL STATEMENT; ORDER

The parties hereby stipulate and request an order from the Court granting the parties one week extension to file a Joint Pretrial Statement in this matter. The Joint Pretrial Statement is currently due on February 26, 2014, and the parties are requesting a one week extension, up to and including March 7, 2014 to file the Joint Pretrial Statement. Counsel is working diligently to draft the Joint Pretrial Statement.

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1 This extension is not made for purposes of delay, but to allow the parties adequate time to
2 finalize their list of exhibits and depositions. The current Joint Pretrial Statement is attached
3 hereto as Exhibit "1."

4 IT IS SO STIPULATED.

5 Dated: February 26, 2014

Dated: February 26, 2014

6 /s/ Sean L. Brohawn
7 Sean L. Brohawn, Esq.
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/s/ Clayton P. Brust
Clayton P. Brust, Esq.
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(775) 329-3151

12 **ORDER**

13 IT IS SO ORDERED.

14 Dated this 27 day of February, 2014

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16 UNITED STATES MAGISTRATE JUDGE

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INDEX OF EXHIBITS

Ex. Number	Exhibit Description	Number of Pages (excluding Ex. Tab)
1	Joint Pretrial Statement - DRAFT	21

Exhibit 1

Exhibit 1

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Alan Chambers and Laura Chambers*

22 **UNITED STATES DISTRICT COURT**

23 **DISTRICT OF NEVADA -- RENO**

24
25 THE PIATELLI COMPANY, INC., a
26 California corporation; MARIO PIATELLI,
an individual; JACK G. FROST, an individual;
27 JACK GIBSON FROST, INC., a California
Corporation; J.D. HUNT, an individual;
28 HUNT BROS. PRODUCING CO., INC.,

CASE NO: 3:12-cv-00225-RCJ-WGC

1 an Oklahoma corporation; and ROBERT
2 DIERKING, an individual,

JOINT PRETRIAL STATEMENT

3
4 Plaintiffs,

5 vs.

6 ALAN CHAMBERS, an individual;
7 LAURA CHAMBERS, an individual, and
8 DOES 1 through 10, inclusive,

9 Defendants.

10 Following pretrial proceedings in this cause,

11 IT IS SO ORDERED:

12 I

13 This is an action for Breach of Contract, Intentional Interference with Contractual Relations,
14 Breach of the Covenant of Good Faith and Fair Dealing, Breach of Fiduciary Duty, Injunctive Relief,
15 Declaratory Relief, and Damages.

16 The Plaintiffs, THE PIATELLI COMPANY, INC., a California corporation, MARIO
17 PIATELLI, an individual, JACK G. FROST, an individual, JACK GIBSON FROST, INC., a
18 California corporation, J.D. HUNT, an individual, HUNT BROS. PRODUCING CO., INC, a
19 Oklahoma corporation, and ROBERT DIERKING, an individual, are seeking damages in their
20 Complaint from Defendants', ALAN CHAMBERS, an individual, and LAURA CHAMBERS, an
21 individual.

22 Defendants/CounterClaimants, ALAN CHAMBERS, an individual, and LAURA CHAMBERS,
23 an individual are seeking _____ in their Counterclaim from

24 The Plaintiffs contend that

- 25 A. Defendants ALAN CHAMBERS and LAURA CHAMBERS continually
26 sabotaged the efforts of Lucky Boy LLC and Plaintiffs to carry out the purpose
27 of Lucky Boy LLC and the agreement of the Plaintiffs and Chambers by
28

1. failing to respond to requests for information about the Mine,
2. failing to be accessible by telephone,
3. failing to respond to e-mails
4. removing gold from the Mine and failing to provide Plaintiffs with an accounting for the value of the gold removed despite numerous requests
5. prohibiting Plaintiffs' access to the Mine by locking the gate and refusing to give Plaintiffs a key
6. advertising for a joint venture for the Defendants on Craig's List representing that the Defendants own the 800-acre Mine property, and for a 20% investor in ICMJ's Prospecting and Mining Journal to purchase the 20% owned by partners valued at \$1,200,000, after meeting the Yasheng Group in November, 2011, who was investigating the property to purchase the Mine from Lucky Boy LLC for \$4,000,000

B. Chambers breached the Agreement to Sell and the Operating Agreement by

1. representing he owns 80% of the Mine and that there was a problem with the Yasheng group
2. refusing to consent to the sale of the Mine to the Yasheng Group for Four Million Dollars (\$4,000,000)
3. preventing the Yasheng Group from accessing the Mine to conduct its due diligence
4. refusing to provide Plaintiffs with marketing information about the Mine including the amount of gold that has been extracted,
5. removing gold from the Mine
6. not obtaining the proper permits for drilling
7. defaming Lucky Boy LLC's President, Mario Piatelli
8. presenting competing opportunities to the Yasheng Group
9. covering up the shaft that exposed the vein of gold through which a number of studies and assays were obtained, and

1 10. failing to contribute or reimburse for expenses

2 C. As a partner in Lucky Boy LLC, Defendants owe a fiduciary duty to Plaintiffs
3 which Defendants breached by their acts and conduct.

4 D. Defendants' willful, oppressive malicious and fraudulent acts and conduct
5 disrupted and interfered with Lucky Boy LLC's contractual relationship with the
6 Yasheng Group causing damage to Plaintiffs and Plaintiffs are entitled to
7 punitive damages.

8 E. Defendants willful, oppressive, malicious, and fraudulent acts and conduct
9 interfered with Lucky Boy LLCs prospective economic relationship between the
10 Yasheng Group on the one hand and Lucky Boy LLC and Plaintiffs on the other
11 hand, and interfered with a prospective economic relationship between the
12 Yasheng Group on the one hand and P:iatelli and the Piatelli Company on the
13 other hand as to additional properties upon the conclusion of a sale of the Mine,
14 causing damage to Plaintiffs and Plaintiffs are entitled to punitive damages.

15 F. Defendants defamed Plaintiff Piatelli, a licensed real estate broker and highly
16 respected real estate auctioneer for over fifty (50) years with a high reputation
17 for integrity within the auctioneer and real estate communities which reputation
18 resulted in economic relations with the Yasheng Group. Defendants'
19 unprivileged, willful, malicious, oppressive and fraudulent acts and conduct of
20 publishing statements that Piatelli committed fraud, forged a deed, forged
21 Chambers signature on Lucky Boy LLC's Operating Agreement and that
22 criminal charges and a lawsuit were being filed against him, caused damages to
23 Piatelli and Piatelli is entitled to punitive damages.

24 G. Plaintiffs are entitled to enlarge the Injunction that was issued by the Court
25 against Defendants to include injunction against occupying the Lucky Boy LLC
26 property or communicating with any prospective buyer of the Lucky Boy LLC
27 property.
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1 H. Plaintiffs are entitled to payment from Defendants of Plaintiffs' costs, expenses
2 and attorney fees pursuant to the Operating Agreement, Paragraph 12.9.
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16 The Defendants/CounterClaimants contend that

17 A. Plaintiffs
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II

Jurisdiction over this case is founded on diversity of citizenship under 28 U.S.C. § 1332, in that citizenship between Plaintiffs and Defendants is diverse, and the amount in controversy exceeds \$75,000. Venue is proper in this District under 28 U.S.C. 1391(a) (1).

III

The following facts are admitted by the parties and require no proof:

In late 2006 and early 2007, Defendant Alan Chambers (“Chambers”) sought to have Mario Piatelli, Jack Frost, Robert Dierking, and J.D. Hunt (the “Investors” or “Plaintiffs”) invest in his 800-acre gold mine (the “Mine”) located near Hawthorne, Nevada. On March 8, 2007 Chambers and the Investors executed a joint agreement (the “Joint Agreement”). Pursuant to the Joint Agreement, Chambers conveyed the Mine to the recently formed Lucky Boy Mining and Development, LLC (“Lucky Boy”) in exchange for an 80% ownership interest in Lucky Boy and, among other benefits, \$30,000 from the Investors. An operating agreement (the “Operating Agreement”) executed the same day provided that Lucky Boy would be managed and controlled by a management committee consisting of all five of its members. A majority vote of the members was to control all aspects of managing the company, and Piatelli was appointed as president by a majority of the members. The members agreed that Lucky Boy’s purpose was to prove the profitability of the Mine and market it for a price ranging from \$3,000,000 to \$5,000,000.

In 2006, prior to the execution of the Joint Agreement, Chambers apparently executed a commission agreement (the “Commission Agreement”) with the Piatelli Company, wherein he agreed to pay a ten-percent commission to Piatelli, provided that Piatelli produced a ready, willing, and able buyer. During his deposition, Chambers repeatedly denied the existence of the

1 Commission Agreement until the fully executed document was presented to him, at which point he
2 admitted signing it.

3 Shortly after Lucky Boy’s formation Piatelli and Frost began an aggressive program
4 to find a large investor or buyer. During a five-year period from March 2007 to March 2012, Piatelli
5 and Frost created advertising materials and marketed the property to dozens of prospective purchasers
6 around the world. Although the pair received multiple offers, most of the prospective purchasers were
7 not qualified buyers, but were instead interested in packaging a deal to sell stock.

8 During this period, Chambers apparently operated the Mine without any permits and
9 without providing an accounting to the Investors, failed to respond to requests for information from
10 the Investors, locked the Mine and refused to provide a key to the Investors, denied the Investors the
11 ability to inspect the Mine, and even attempted to see the Mine without the approval of the Investors.

12 Early in 2007, Lucky Boy retained the services of geologist Chris Shaw (“Shaw”),
13 who investigated certain portions of the mining property, obtained samples, and prepared geological
14 reports. While investigating the property, Shaw was able to enter a large open shaft (the “Shaft”) and
15 take samples and photographs of a visibly large vein of gold, which revealed significant information
16 about the value of the mine.

17 In late 2010, Dr. Victor Asai – a representative of The Yasheng Group (“Yasheng”)
18 contacted Piatelli and Frost to discuss the Mine. After initial discussions about the Mine, the
19 chairman and president of Yasheng agreed to visit the Mine on November 18, 2011. Dierking
20 contacted Chambers and asked him open the Mine for the visit. He further explained that Yasheng
21 was interested in purchasing the Mine. Chambers reacted negatively to this information and stated he
22 did not want to sell the property.

23 During Yasheng’s November, 2011 visit to the Mine, Dierking observed that
24 Chambers had begun to fill the Shaft containing the visible vein of gold. Contrary Dierking’s onsite
25 observation, Chambers testified, in his deposition, that he had totally closed the Shaft six months prior
26 to the November, 2011 visit.¹

27 _____
28 ¹ Prior to the November, 2011 visit, Piatelli was negotiating with a different prospective buyer. On October 26, 2011,
Piatelli described the proposed transaction in an email to Chambers. Later that day, Chambers and his wife, Defendant
Laura Chambers responded with an email stating that Piatelli should no longer contact them, that they had their own deals,

1 In February 2012, Yasheng and Lucky Boy entered into an Option to Lease
2 agreement and a Lease and Purchase Option agreement. The Option to Lease agreement provided a
3 ninety-day period for Yasheng to conduct an in-depth investigation of the Mine and if satisfactory,
4 Yasheng could elect to lease the Mine under the Lease and Purchase Option agreement by paying
5 \$500,000. If Yasheng leased the Mine, it could then, at any time during the eighteen-month lease
6 period, exercise its option to purchase by paying the balance of \$4,000,000. The Option to Lease did
7 not permit Yasheng to extract ore.

8 On March 6, 2013, Dr. Asai called Chambers to arrange for him to open the Mine
9 for Yasheng's executives and professionals. During that conversation, Chambers presented that he
10 owned 80% of the Mine itself (not of Lucky Boy) and that he would not open the Mine unless he saw
11 a contract. The Parties agreed to a meeting on March 8, 2012, in Hawthorn, Nevada, between the
12 president and chairman of the Yasheng board, four of Yasheng's geologists, Dr. Asai, Lucky Boy's
13 geologist, and two professional companies from which Yasheng sought proposals for the due
14 diligence work (Summit Engineering and Broadbent Environmental).

15 During the meeting, the group desired to see the visible vein of gold in the Shaft, but
16 Chambers told the group that they could not get to the Shaft because it was "all snowed in."
17 Nonetheless, the group proceeded to the Shaft and found it filled-in with dirt. When Dr. Asai asked
18 where the Shaft was located, Chambers responded "you are on top of it." The group had apparently
19 driven over it without Chambers warning them of the potential danger. Chambers claimed that he
20 filled the Shaft because of the risk of earthquakes, but prior to his actions, the Shaft had been open for
21 sixty to seventy years without any earthquake-related harm. Because of Chambers actions, the group
22 was unable to view the prominent vein of gold it desired to inspect.

23 After the visit to the Mine, the group met at the nearby El Capitan hotel, where
24 Shaw gave a presentation about the Mine. During this meeting, both Chambers and his wife were
25 very disruptive, claiming that they owned 80% of the Mine, knew nothing of any contract between
26 Lucky Boy and Yasheng, that the Mine did not have the proper permits, that Piatelli had forged the
27

28 and that they did not need the partners anymore. At his deposition, Chambers denied knowledge of the responsive email,
but Laura Chambers has testified that Chambers dictated it to her.

1 deed to the Mine, and the criminal charges and lawsuit were being filed against him. Chambers and
2 his wife were apparently so disruptive during the visit and subsequent meeting that the chairman and
3 CEO of Summit Engineering informed Dr. Asai that Summit was unwilling to perform the due
4 diligence work while Chambers was present, because he believed that Chambers would not behave
5 safely, responsibly, or legally at the Mine.

6 In fact, Chambers and his wife created such doubt in the minds of the Yasheng
7 executives that Dr. Asai decided to drive to Los Angeles to meet with Piatelli and determine
8 Chambers' authority. Before Dr. Asai departed, Chambers and his wife approached him and told him
9 that Chambers had another mine for sale, which he would offer to sell to Yasheng. In response, Dr.
10 Asai explained that there would be no further discussions until Lucky Boy resolved its internal
11 conflict.

12 In Los Angeles, Piatelli provided Dr. Asai with copies of the deed and the Lucky
13 Boy Operating Agreement, which authorized a majority of the management committee to make
14 decisions. When Dr. Asai returned to Hawthorn, Laura Chambers again approached him, stating that
15 she and Chambers wanted to buy out their partners and do the mining project with Yasheng, but that
16 they would not pull any permits because they did not want the state to know what they were doing.
17 Dr. Asai told her to stop talking and explained that Yasheng required all proper permits. Since that
18 time, Chambers has repeatedly attempted to negotiate with Yasheng's president by telephone.

19 In early April, 2012 Piatelli sent a copy of the Yasheng transaction documents to all
20 members, including Chambers. The documents were executed by members Frost, Dierking, and Hunt
21 on or about April 7, 2013. Chambers refused to sign the documents, but he admits that he received
22 them.

23 On July 26, 2012, Lucky Boy held a duly noticed member's meeting, via conference
24 call, to ratify certain actions taken by Lucky Boy, including the execution of the Yasheng Agreement,
25 and allow for needed discussion between the members. All of Lucky Boy's members participated in
26 the conference call, including Chambers and his counsel, Attorney Brohawn. Chambers, however,
27 expressed an objection to the meeting and claimed that he was participating under protest. Near the
28 end of the meeting, after discussion on various agenda items, Piatelli called for a vote to ratify the

1 Yasheng Agreement and approve the other items on the agenda. Four of the members voted “Aye,”
2 and Chambers voted “No.” Chambers then restated his objections to the meeting.

3 On April 23, 2012, the Investors² filed a complaint in this Court against Alan and
4 Laura Chambers (collectively “Defendants”), alleging (1) breach of contract; (2) breach of implied
5 covenant of good faith and fair dealing; (3) breach of fiduciary duty; (4) interference with contractual
6 relations; (5) interference with prospective economic advantage; and (6) defamation. On April 26,
7 2012, the Investors filed a motion for preliminary injunction, which this Court granted in an order [21]
8 dated May 11, 2012. Specifically, the Court enjoined Defendants from, among other things, taking
9 any actions that might interfere with any contract between Lucky Boy and Yasheng.

10 On April 10, 2013 Defendants filed a motion for partial summary judgment [32],
11 contending that they are entitled to judgment as a matter of law on all claims other than (1) Piatelli’s
12 claim for defamation, and (2) the claims for a proportionate share of unreimbursed regular operating
13 expenses. The Investors filed a response [33] on April 25, 2013, and the Court ruled on Defendants’
14 motion for partial summary judgment on January 6, 2014 [35].

15 Defendants do not dispute the fact that four of the five members of Lucky Boy LLC
16 executed the Yasheng transaction documents.

17 The Operating Agreement does not require annual or regular meetings of the
18 Members and in any instance in which approval of the Members is required under the Operating
19 Agreement such approval may be obtained in any manner permitted by the Act except by proxy.
20 (Operating Agreement Par. 6.2). The Operating Agreement provides that the term “Act” refers to the
21 Limited Liability Act which expressly provides that the term “vote” includes authorization by written
22 consent.

23 It is undisputed that in April, 2012, four of the five Members of Lucky Boy LLC, a
24 clear majority, signed the Yasheng Agreement which constitutes written consent. Thus, the Yasheng
25 Agreement was approved by a majority vote.

26
27 _____
28 ² The Piatelli Company, Inc., Hunt Brothers Producing Company, Inc., and Jack Gibson Frost, Inc. are also named as
plaintiffs in this action. These are all corporations that are owned and operated by the individual Investors, through which
the Investors either made the investment or to which they later transferred their interest in the LLC.

1 The Yasheng Agreement was also “ratified” by a meeting of the Members by
2 Conference Call on July 26, 2012, in which all members, including Defendants and their counsel,
3 participated. The ratification related back and is equivalent to prior authority to make the contract.

4 The Plaintiffs did not breach the Operating Agreement by signing the Yasheng
5 Agreement; the Plaintiffs signatures on the Yasheng Agreement were not “unauthorized.”

6 The acts and conduct of the Defendants were not excused by any acts of Plaintiffs.

7 The Plaintiffs did not conceal the Yasheng Agreement from Defendants

8 The email sent by Piatelli to Lucky Boy LLC’s geologist, Chris Shaw informing him
9 that the Yasheng Group would be coming to visit the Mine, and that he was not to let Chambers know
10 “at this time” that a Sale Agreement was signed, was written out of fear by Plaintiffs that Chambers
11 would sabotage the Yasheng deal, was not conduct by Plaintiffs that would excuse Chambers’
12 behavior, but rather conduct of reasonable fear of Chambers’ behavior. Piatelli’s email does not
13 evidence intent to keep Chambers from voting on the deal, but to prevent him from sabotaging it.

14 Defendants sent an email to Piatelli in November, 2011, directing him to cease
15 contacting Defendants about potential deals to sell the Mine.

16 Chambers was aware in November, 2011, that a majority of the Members of Lucky
17 Boy LLC supported the potential deal with Yasheng

18 In April, 2012, Chambers had an opportunity to sign the Yasheng transaction
19 documents and thereby vote on the transaction. In July, 2012, Chambers had another opportunity to
20 consent to the Yasheng transaction when he participated in the Conference Call meeting of the
21 Members.

22 There was no act by any Plaintiffs that would have caused Defendants’ alleged
23 culpable behavior.

24 Par. 6.2 of the Operating Agreement does not create an enforceable duty as to the
25 Defendants personally or impose a condition upon which the Members’ liability depends. It defines
26 the situations in which Members are without authority to bind the LLC.

27 Defendants cannot argue that an alleged violation of Par. 6.2 excuses the
28 Defendants’ conduct.

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IV

The following facts, though not admitted, will not be contested at trial by evidence to the contrary

V

The following are the issues of fact to be tried and determined upon trial. (Each issue must be stated separately and in specific terms) [If counsel cannot agree on statement of issues of fact or law, the pretrial order should include separate statements]

VI

The following issues of law are to be tried and determined upon trial (Each issue of law must be stated separately and in specific terms) [If counsel cannot agree on statement of issues of fact or law, the pretrial order should include separate statements]

VII

a) The following exhibits are stipulated into evidence in this case and may be so marked by the Court:

1) Plaintiffs' Exhibits:

1. Joint Agreement for Purchase of Real Estate, bate-stamped P1016-P1018;
2. Facsimile cover page, dated March 13, 2007, with Operating Agreement, bate-stamped P1019-P1042;
3. Chris Shaw email(s) dated April 27, 2008 and June 2, 2008, bate-stamped P1157 and P1160;
4. Chris Shaw report, dated December 21, 2007, bate-stamped P1225-P1247;
5. Chris Shaw email and report, dated June 18, 2008, bate-stamped P1258-P1281;
6. Chris Shaw email, dated June 18, 2008, bate-stamped 1284-1285;
7. Final Report dated, October 8, 2007, bate-stamped P1035;
8. Invoice American Assay Laboratories, dated October 16, 2007, bate-stamped P1038;
9. American Assay Laboratories Final Report re: Nevada Limited Partnership, bate-stamped P1042;
10. Chris Shaw emails dated December 2, 2007, bate-stamped P1181-P1183;
11. Shaw billing statement and Piatelli payment to Chris Shaw, October 13, 2007, bate-stamped P1187-P1188;
12. American Assay Laboratories Sample Submittal Form, bate-stamped P1189-P1193;
13. Chris Shaw report, "Results of the Investigation", bate-stamped P1346-P1362, P1362a.p1-P1362a.p6;
14. Geological Report on Lucky Boy Mine by Chris Shaw, bate-stamped P1366-P1369;
15. Memo to "Peter" from "Mario", dated July 5, 2011, with Report from Chris Shaw, bate-stamped P1380-P1390;
16. Commission Agreement executed by Chambers and Piatelli, dated August 21, 2006, bate-stamped P1405;
17. Email correspondence between Piatelli and Shaw, and safety memo prepared by Shaw, bate-stamped P1391-P1401;
18. Email correspondence, bate-stamped P1149-P1151, P1163-P1165, P1167-P1185;
19. Piatelli's spreadsheets (3);
20. Piatelli facsimile cover sheet to Chambers with Option Lease, bate-stamped P3037-P3057;
21. Second Amended Preliminary Report, dated June 7, 2007, bate-stamped P1662-P1693;
22. Piatelli and Cow County Title Company correspondence, bate-stamped P1694-P1702, P1709-P1717;
23. Piatelli correspondence to Cow County Title Company with Agreement to Close Escrow and Agreement for Option to Purchase, bate-stamped P1718-P1728;
24. Piatelli payment to Cow County Title and wire instructions, bate-stamped P1729-P1732;
25. Piatelli payment and memo to Mineral County Recorder, bate-stamped P1733-P1747, and Nevada Secretary of State Lucky Boy invoice (not bate-stamped);
26. Title Report, dated November 17, 2011, bate-stamped P1747a.p1-P1747a.p22;
27. Cover page with Preliminary Report dated December 6, 2006, bate-stamped P1770-P1783;

- 1 28. Cow County Title Company facsimile page with recorded documents, Grant,
2 Bargain, Sale Deed, Declaration of Value and emails, dated October 20, 2008, bate-
3 stamped P1795-P1805;
- 4 29. Title Report with cover page, bate-stamped P1806, P1806a.p1-P1806a.p10-P1807;
- 5 30. Preliminary Title Report, page 2-5, invoice, and Amended Preliminary Title Report,
6 bate-stamped P1808-P1821;
- 7 31. Email correspondence between Piatelli and Laura Chambers, bate-stamped P1837-
8 P1842, P1844-P1858;
- 9 32. Belding correspondence regarding Executive Summary for Lucky Boy, bate-
10 stamped P2740-P2743;
- 11 33. Corrected Grant Deed, bate-stamped P1748-P1756;
- 12 34. Marketing materials, bate-stamped P2700, P2751-P2753;
- 13 35. Option to Lease and email correspondence Belding/Saunders, bate-stamped P2755-
14 P2777;
- 15 36. Phoenix Mining correspondence and miscellaneous emails between
16 Saunders/Belding/Piatelli and Frost, bate-stamped P2778-P2789, P2791;
- 17 37. December 6, 2006 Title Report, bate-stamped P1776-P1783;
- 18 38. Phoenix Mining correspondence dated 04/26/11, miscellaneous emails between
19 Saunders/Belding/Piatelli/Yates/Kuhns, bate-stamped P2813-P2858;
- 20 39. Marketing material, bate-stamped P2161-2162, P2165-2166, P2175-P2183, P2186-
21 P2189;
- 22 40. Marketing and Auction material, bate-stamped P2211-P2235;
- 23 41. Golden Century Corp. /Mathieu correspondence dated 05/22/09 to Mario, bate-
24 stamped P2236-P2240;
- 25 42. Email correspondence between Alexander Kintis and Mario Piatelli, bate-stamped
26 P2287-P2300;
- 27 43. Email correspondence between Kintis and Piatelli, bate-stamped P2301-P2312;
- 28 44. International Development Corp. to Piatelli, and miscellaneous emails between
Killinger/Piatelli/Shaw, marketing material with map, bate-stamped P2321-P2353;
45. Email correspondence between Chambers/Piatelli and Heimotwitz regarding Infinity
Gold Mining, bate-stamped P2357-2358, P2364-P2366;
46. The Piatelli Company marketing , correspondence to Chambers, dated 01/19/2007,
bate-stamped P2368-2370;
47. Email correspondence between Piatelli/McDermot/Shaw, bate-stamped P2374-2383,
P2386-2387, P2390-2394, P2399, P2422-2423, P2428, P2437, P2451;
48. December 29, 2007 Marketing material P2453P2458;
49. Mailing labels and marketing material, bate-stamped P2461-2470, P2481-P2490;
50. Email correspondence between McDermot/Piatelli/Phelps/Pinnacle Construction-
Builders, and Letter of Intent, bate-stamped P2494-P2505;
51. Permission to Visit slip granted to McDermot, McCullough and Neal, dated
09/16/2011, memos and email from Piatelli to "Lucky Boy" members; Chambers
and McDermot, bate-stamped P2525-2526, P2533-2537;
52. Correspondence from Masson to Hunt, Earth Exploration correspondence to "Lucky
Boy" members, McDermot and Piatelli correspondence, bate-stamped P2540-2550;
53. Piatelli correspondence to McDermot regarding Earth Exploration visit to Mine,
bate-stamped P2562-2563, P2568-2572;

- 1 54. Stock Purchase Agreement, Petro America Corp. information, Google search re:
Petro America, bate-stamped P2579-2589;
- 2 55. General Marketing Services memo to Piatelli regarding C.B. Johnson tentative deal,
dated 01/20/09, bate-stamped P2644, P2646;
- 3 56. General Marketing Services to Piatelli Partners from Frost regarding marketing,
dated 01/12/2007, bate-stamped P2863-P2865;
- 4 57. Piatelli correspondence to Pacific North West Capital Corp./Barr, dated 01/21/2008,
bate-stamped P2948, P2952, P2954, P2956-2960;
- 5 58. Email correspondence between Piatelli and Johnson/Global Mining Exploration
6 Ventures, bate-stamped P2980-P2988;
- 7 59. Motel information for visitors of Lucky Boy Mine, bate-stamped P2649;
- 8 60. Marketing/Auction information, Belyayev correspondence, stock report,
miscellaneous correspondence between Piatelli/Douglas/Rod and Tomich, bate-
9 stamped P2652-2658, P2665-2668, P2670-2671, P2683-2693, P2695-2698, P2710-
2713, P2716-2719;
- 10 61. Financial Services information, bate-stamped P2720-2721;
- 11 62. General Marketing Services marketing material, bate-stamped P2025-2032;
- 12 63. Correspondence to Chambers from Piatelli regarding expenses in the amount of
\$18,500.00 and \$7,500.00, bate-stamped P2059-2062;
- 13 64. March 12, 2007 correspondence to Piatelli from Hunt regarding Operating
Agreement and Joint Agreement for Purchase, bate-stamped P2075ap1- P2075ap4;
- 14 65. Term Sheet, bate-stamped P2018-P2021;
- 15 66. July 25, 2007 correspondence from Piatelli to McCormick regarding road used by
public, Memo to Dierking from Hunt, bate-stamped P2170, P2123-2124;
- 16 67. February 9, 2012 Confidential Memo to Shaw from Piatelli, bate-stamped P2138-
2140, P2143, P2145;
- 17 68. Email correspondence between Chambers and Lucky Boy partners, bate-stamped
P1878-1879, P1839, P1837, P1840, P1844, P1876, P1875, 1874, P1895-1896;
- 18 69. Email correspondence between Piatelli and Chambers, Chambers correspondence
dated January 25, 2011 to Partners/lawyers, bate-stamped P1863, P-1871-P1873,
19 P1898, P1868,, P1899, P1870, P1865-1866, P1862, P1858, P1857, P1856, P1850-
1851, P1853-1855, P1845-1849;
- 20 70. January 10, 2010 Purchase Option Sale Agreement, 50/50 Investor Partnership Deal
Pro-Forma, General Marketing Services memo, terms and conditions of Pre-Auction
21 Sale, GMS memo to Piatelli, email from Piatelli to Chambers regarding books, bate-
22 stamped P3110-3117;
- 23 71. Laura Chambers gold mine listing, correspondence with Sally @ ICMJ's
Prospecting & Mining Journal, bate-stamped CMB000336-344;
- 24 72. July 26, 2012 Transcript of Members' Meeting Conference Call, (9pages);
- 25 73. Lucky Boy 2008 Mid-Year Report;
- 26 74. Cow County Title Co. Amended Title Report, bate-stamped P1815-1821;
- 27 75. File stamped document 141857, Joint Agreement for Purchase of Real Estate, dated
05/17/2007, bate-stamped P1831-P1836;
- 28 76. Laura Chambers email correspondence, bate-stamped P1837-P1848, P1879-1880;
77. Email correspondence Belding/Shaw/Saunders/ Piatelli, bate-stamped P1888-1894;

- 1 78. Correspondence to Chambers, dated November 17, 2010 from Belding, bate-
2 stamped P1895-1896;
- 3 79. Email correspondence Chambers to Piatelli, Belding to Chambers, bate-stamped
4 P1897-1899;
- 5 80. Email correspondence between Piatelli/Joe and McDermot, bate-stamped P1902-
6 1908;
- 7 81. Mineral County Assessor Notice dated November 8, 2010, to Chambers regarding
8 (3) signatures required, bate-stamped P1923-1924;
- 9 82. Report to All Partners and Tax Statements for 2007-08, 2008-09,2009-10, 2011-12;
- 10 83. Nevada Secretary of State filings, bate-stamped P1941-1944, P1991—1992,
11 P19561958, P1984ap1-1984ap6, P1985-1985a, P1986-1988, P1996-1997, P3061-
12 3062;
- 13 84. Nevada Secretary of State- Articles of Organization, bate-stamped P1945-1950a-
14 1951a;
- 15 85. Change of Resident Agent, bate-stamped P1998-2007;
- 16 86. Email Asai to Belding regarding Yasheng transaction, bate-stamped P2995-3000;
- 17 87. Memo from Shaw regarding photos of mine; bate-stamped P3001-3002;
- 18 88. Draft Term Sheet for Yasheng, bate-stamped P3003-3006;
- 19 89. Asai email to Dierking regarding Yasheng, Piatelli memo to all parties regarding
20 Yasheng transaction, bate-stamped P3007-3008;
- 21 90. Shaw correspondence to Piatelli and Frost regarding Yasheng employing, bate-
22 stamped P3013-3016;
- 23 91. Communications regarding Yasheng transaction, bate-stamped P3017-3020;
- 24 92. Piatelli memo to First American Title, bate-stamped P3035-3035a;
- 25 93. Emails regarding Yasheng visit, Asai memo to Belding regarding Chambers’
26 conduct at March 2012 meeting, bate-stamped P3065-30775, P3077;
- 27 94. Asai email correspondence to Piatelli with Yasheng Group brochures, bate-stamped
28 P3079, P3083-3107;
95. Summit Metals Term Sheet, bate-stamped P2729-2739;
96. Title Policy communications, bate-stamped P1757-P1766;
97. Title company communication, corrected deed, and Chambers demand for additional
funding, bate-stamped P1789-P1804;
98. February 2019 Amended Preliminary Report, bate-stamped P1806ap1-P1806ap10;
99. Email Asai to Piatelli with signed Yasheng documents – Option to Lease and
Purchase, bate-stamped P3022-P3034;
100. Fax communication to Chambers with Yasheng documents, bate-stamped
P3036-P3057;
101. Summit Agreement;
102. Lucky Boy Brochures;
103. Meyer Elkins Deal-Greece

2) Defendants’ Exhibits

1. True and Correct Copy of the Operating Agreement, bate-stamped CHA
000001 – 000025;
2. Forged Operating Agreement, bate-stamped CHA 000025-000064;

3. Noted, bate-stamped CHA 000065;
4. Mineral County Assessor, bate-stamped CHA 000066;
5. 6-18-08 Memo to: Alan Chambers, bate-stamped CHA 000067 – 000068;
6. Record of funds, bate-stamped CHA 000069 – 000071;
7. 6-16-2008 Loan, bate-stamped CHA 000072
8. Page 3 and 4 of letter, bate-stamped CHA 000073 – 000074
9. Page 4 of letter, bate-stamped CHA 000075;
10. 8-6-07 receipt, bate-stamped CHA 000076;
11. 8-6-07 letter, bate-stamped CHA 000077;
12. 3-18-08 letter, bate-stamped CHA 000078;
13. Alan-Mario letter, bate-stamped CHA 000079;
14. Memo from Alan Chambers, bate-stamped CHA 000080;
15. 9-28-11 Letter, bate-stamped CHA 000081 – 000082;
16. Memo to Alan and Laura Chambers, bate-stamped CHA 000083 – 000085;
17. Parcel results; bate-stamped CHA 000086;
18. 2-16-08 letter; bate-stamped CHA 000087;
19. 11-8-10 assessor letter; bate-stamped CHA 000088;
20. 12-20-11 document inquiry, bate-stamped CHA 000089 – 000090;
21. 6-16-08 letter, bate-stamped CHA 000091;
22. 6-8-08 letter, bate-stamped CHA 000092 – 000093;
23. 8-30-07 report to all partners, bate-stamped CHA 000094;
24. 7-10-07 invoice, bate-stamped CHA 000095;
25. Checks, bate-stamped CHA 000096;
26. 2007-2008 taxes, bate-stamped CHA 000097 - 000098;
27. 06-09-08 valuation of Lucky Boy Mine, bate-stamped CHA 000099;
28. 05-12-08 auction letter, bate-stamped CHA 000100;
29. 2-26-08 letter, bate-stamped CHA 000101 – 000102;
30. 10-6-08 letter, bate-stamped CHA 000103 – 000105;
31. 11-17-10 letter, bate-stamped CHA 000106 – 000107;
32. Nevada Secretary of State Entity Information, bate-stamped CHA 000108 – 000111;
33. Lucky Boy and Development, bate-stamped CHA 000112 - 000114

b) As to the following additional Exhibits, the parties have reached the following Stipulations:

3) Stipulations as to Plaintiffs' Exhibits

4) Stipulations as to Defendants' Exhibits

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c) As to the following Exhibits, the party against whom the same will be offered objects to their admission upon the following grounds:

1) Objections to Plaintiffs' Exhibits

2) Objections to Defendants' Exhibits

d) Depositions:

1) Plaintiffs will offer the following depositions [name of deponent, page/line of portions to be offered; party or parties against whom being offered]

- Alan Chambers,
- Laura Chambers,
- J.D. Hunt,
- Ruby Dierking
- Robert Dierking,

2) Defendants will offer the following depositions: [name of deponent, page/line of portions to be offered; party or parties against whom being offered]

e) Objections to Depositions

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- 1) Defendants object to Plaintiffs' depositions as follows:

- 2) Plaintiffs object to Defendants' depositions as follows:

VIII

The following witnesses may be called by the parties upon trial:

- a) The Plaintiffs' Witness:
 - Mario Piatelli
c/o Dennis Menke, Esq.
3161 Michelson Drive, Ste. 1500
Irvine, CA 92612

 - Jack Frost
c/o Dennis Menke, Esq.
3161 Michelson Drive, Ste. 1500
Irvine, CA 92612

 - Chris Shaw
644 Castle Way
Winnemucca, NV 89445

 - Dr. Victor Asai
c/o Yasheng Group
805 Veterans Blvd., #228
Redwood City, CA 94063

 - Tom Gallagher
c/o Summit Engineering
5405 Mae Anne
Reno, NV 89523

 - Phil Baumann
c/o Summit Engineering
5405 Mae Anne
Reno, NV 89523

1 b) The Defendants' Witness [state names and addresses]
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4 IX

5 Counsel have met and herewith submit a list of three (3) agreed-upon trial dates:

6 June 9, 2014; June 16, 2014; and/or June 23, 2014.
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8 X

9 It is estimated that the trial herein will take a total of _____ days.

10 APPROVED AS TO FORM AND CONTENT

11 Dated: _____, 2014.

12 Dated: _____, 2014.

13
14 _____
15 Lorraine G. Howell, Esq.
16 Dennis V. Menke, Esq.
17 Clayton P. Brust, Esq.
18 71 Washington Street
19 Reno, NV 89503
20 775.329.3151

21 _____
22 Sean L. Brohawn, Esq,
23 Reese Kintz Brohawn, LLC.
24 936 Southwood Blvd., Ste. 301
25 Incline Village, NV 89451
26 775.832.6800

27 XI

28 ACTION BY THE COURT

a) This case is set down for Court/jury trial on the _____ calendar on

_____ . Calendar call shall be held on

_____ .

b) An original and two (2) copies of each trial brief shall be submitted to the Clerk on or

before _____ .

c) Jury trials:

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- 1) An original and two (2) copies of all instructions requested by either party shall be submitted to the Clerk for filing on or before _____.
- 2) An original and two (2) copies of all suggested questions of the parties to be asked of the jury panel by the Court on *voir dire* shall be submitted to the Clerk for filing on or before _____.

d) Court trials:

Proposed findings of fact and conclusions of law shall be filed on or before _____
_____.

The foregoing pretrial order has been approved by the parties to this action as evidenced by the signatures of their counsel hereon, and the order is hereby entered and will govern the trial of this case. This order shall not be amended except by order of the Court pursuant to agreement of the parties or to prevent manifest injustice.

DATED: _____

UNITED STATES DISTRICT JUDGE or
UNITED STATES MAGISTRATE JUDGE