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Case No. 17840

'87 JUL 23 P2:20

Dept. No. 2

BARBARA FEEL
CLERK

BY **D. DALEY** DEPUTY

7-24-87
RECEIVED

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

MARLENE BROMAGHIM dba
DISCOUNT BAR AND
RESTAURANT SUPPLY,

Plaintiff,

vs.

JOHN SUTTER and
DEBORAH SUTTER,

Defendants.

FINDINGS OF FACT
CONCLUSIONS OF LAW
AND JUDGMENT

The above-entitled action was heard by this Court on the 29th day of June, 1987. Plaintiff appeared personally by and through her attorney, Michael Smiley Rowe. Defendants failed to appear at trial.

After being fully advised, the Court hereby makes and enters its Findings of Fact, Conclusions of Law and Judgment.

FINDINGS OF FACT

1. On or about August 11, 1986, plaintiff and defendants entered into an agreement whereby defendants agreed to purchase the Discount Bar and Restaurant business from plaintiff. The purchase price was \$20,403.40 and defendants agreed to monthly

*Michael S. Rowe, Esq.
PO Box 2080
Minden, NV 89423*

NORMAN C. ROBISON
DISTRICT JUDGE
DOUGLAS COUNTY
P.O. BOX 218
MINDEN, NV 89423

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BOOK 887 PAGE 823

1 payments of \$2,000 commencing September 1, 1986, with the entire
2 balance due on or before December 1, 1986.

3 2. After making two \$2,000 payments, the defendants failed
4 to make any further payments, leaving a balance due and owing of
5 \$16,043.40. Plaintiff has made several demands for the balance
6 but defendants have failed to make any further payments.

7 3. Due to the defendants' breach of contract the plaintiff
8 was forced to retake the premises of Discount Bar and Restaurant
9 Supply in order to prevent a termination of the business' tenancy
10 with Round Hill Mall and to prevent ruination of the business'
11 credit.

12 4. On or about January 20, 1987, plaintiff retook the
13 business and remained in possession thereof until on or about
14 June 1, 1987. During this period the Court finds that the
15 plaintiff was damaged in the following amounts in attempting to
16 keep the business solvent: \$3,317.59 for payments made on past
17 due bills and overdrafts, and \$2,000 for personal loans incurred
18 in attempting to keep the business.

19 5. The Court also finds that from February 1, 1987, to
20 June 1, 1987, plaintiff expended 40 hours per week in retaking
21 and operating the business, for a total time commitment of 680
22 hours. Plaintiff would not have had to expend this work time had
23 it not been for the breach of contract by the defendants. The
24 Court finds that it is fair and equitable that plaintiff be
25 compensated at at rate of \$10.00 per hour for this work, for a
26 total sum of \$6,800.
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BOOK 887 PAGE 824

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2 6. The \$16,000 which plaintiff claims she is owed for the
3 balance of the purchase price of the business is not recoverable.
4 On April 21, 1987, plaintiff resold the business to a third party
5 for a purchase price greater than the original purchase price
6 agreed to by defendants.

7 7. Plaintiff is entitled to a reasonable attorney's fee in
8 the amount of \$2,500 and \$391 in costs.

9 CONCLUSIONS OF LAW

10 1. Defendants failure to tender the balance owing in
11 accordance with the terms of the parties' agreement constituted a
12 breach of contract. Plaintiff's total damages resulting
13 therefrom is \$12,117.59.

14 2. In actions where the prevailing party has recovered less
15 than \$20,000, the Court may make a reasonable award of attorney's
16 fees. N.R.S. 18.010

17 JUDGMENT

18 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED,
19 on the basis of the foregoing, that plaintiff is awarded judgment
20 in the amount of \$12,117.59. Interest shall accrue on said
21 amount at the rate of 12% from February 24, 1987. Plaintiff is
22 further awarded attorney's fees in the amount of \$2,500 and costs
23 in the amount of \$391.

24 DATED this 23^d day of July, 1987.

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27 NORMAN C. ROBISON
28 DISTRICT JUDGE

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BOOK 887 PAGE 825

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Copies served by mail this 23rd day of July, 1987, to:
Michael Smiley Rowe, Esq. P. O. Box 2080, Minden, Nv 89423; John
Sutter, P. O. Box 1166, Zephyr Cove, NV 89448.

Cathy Colquhoun

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

DATE: August 7, 1987
B. Reek Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Hebappell **SEAL** Deputy

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Mike Rowe
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SUZANNE BLA JOREAU
RECORDER

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S. 8.00 PAID He DEPUTY
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NORMAN C. ROBISON
DISTRICT JUDGE
DOUGLAS COUNTY
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