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APN# \_\_\_\_\_

**OFFICIAL RECORD**

Requested By:

MATTHEW L. JOHNSON &  
ASSOCIATES

Douglas County - NV  
Karen Ellison - Recorder

Page: 1 of 5 Fee: 18.00  
BK-0409 PG-1952 RPTT: 0.00



( for Recorder's use only )

**Recording Requested by:**

Name: Matthew L. Johnson & Ass.  
Address: 8831 W. Sahara Ave.  
City/State/Zip: Las Vegas, NV 89117

**When Recorded Mail to:**

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Address: 8831 W. Sahara Ave.  
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**Mail Tax Statement to:**

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Address: \_\_\_\_\_  
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Findings of Facts, Conclusions of Law & Judgment  
( Title of Document )

**Please complete Affirmation Statement below:**

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.  
(Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law:  
\_\_\_\_\_  
(State specific law)

Melissa A. Vermillion  
Signature

Attorney at law  
Title

Melissa A Vermillion  
Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

(Additional recording fee applies)

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FILED IN - 2008 JUL 5 3 PM 4: 06

1 CASE NO.: 07-CV-0114

2 DEPT. NO.: II

3 AFFIRMATION NRS 239B.030

4 The undersigned hereby affirms that this document  
contains no social security numbers

JEFFREY FRIEDMAN  
*Jeffrey Friedman*

DOUGLAS COUNTY  
DISTRICT COURT CLERK

5 NINTH JUDICIAL DISTRICT COURT  
6 DOUGLAS COUNTY, NEVADA

7 CSK, AUTO, INC.,

8 Plaintiff,

9 vs.

10 NATIONAL AUTO REPAIR, INC., a  
11 Nevada Corporation, ONE STOP AUTO  
12 REPAIR & TRANSMISSION SPECIALIST  
13 a Nevada Corporation, GREGORY  
14 SAYABALIAN, individually, DOES I  
through X, and ROE CORPORATIONS I  
through X, inclusive,

FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND JUDGMENT

15 Defendants.

MATTHEW L. JOHNSON & ASSOCIATES, P.C.  
LAKES BUSINESS PARK  
8831 WEST SAHARA  
LAS VEGAS, NEVADA 89117  
(702) 471-0065  
(702) 471-0075

16 The Arbitration Hearing in the above-entitled action came was held on February 29,  
17 2007, at the law office of Jeffrey Friedman, Esq., in Reno, Nevada. The issues having been  
18 duly heard and the Arbitrator having rendered his decision, the following represent the  
19 FINDINGS OF FACT AND CONCLUSIONS OF LAW of the Arbitrator:

20 STIPULATED FACTS BETWEEN PARTIES

21 1. The Parties stipulated that contracts existed between National Auto Repair, Inc.  
22 and CSK, account number 6-24360, and between One Stop Auto Repair & Transmission  
23 Specialist, Inc. and CSK, account numbers 5-159698 and 5-149806, for lines of credit for the  
24 purchase of products from CSK.

25 2. The Parties stipulated that Gregory Sayabalian had been the President of both  
26 National Auto and One Stop and that Gregory Sayabalian executed agreements to personally  
27 guarantee payments on all amounts under both the National Auto Agreement and the One Stop  
28 Agreement.

3. The Parties stipulated that monies were owed and unpaid on the lines of credit.

**MATTHEW L. JOHNSON & ASSOCIATES, P.C.**  
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**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. Defendants had purchased product from CSK on established lines of credit, the payment of which was guaranteed by Gregory Sayabalian.
2. The amount owed to CSK by National Auto for goods purchased is \$10,022.04.
3. The amount owed to CSK by One Stop for goods purchased is \$5,635.98.
4. The \$500 deposit for each trip was non-refundable and was a predicate to participating in the trip sales contest.
5. The trip(s) were earned only upon meeting certain product purchasing goals and by bringing the line of credit accounts current.
6. The Defendants had not met the product purchasing goals for even one trip and had not brought their accounts current.
7. No promise or guarantee regarding qualification for the trip had been made upon which Defendants were entitled to rely.
8. The purchase of the oil heater for several thousand dollars applied only to Defendant's purchase goals and did not automatically qualify Defendants for two trip packages.
9. No contract had been reached in favor of Defendants for two trips or that Plaintiffs breached an agreement to provide Defendants with two trip packages.
10. Defendants were offered a single trip package and a second trip package of \$1,500.00 as a gesture of goodwill or as an accommodation to avoid alienating a good customer.
11. Defendants rejection of the offer for the trips was a rejection of the attempted gesture or accommodation and did not obligate Plaintiffs to provide an offset for money owed.
12. An award in the sum of \$10,022.04 shall be entered against Mr. Sayabalian and National Auto
13. An award in the sum of \$5,635.98 shall be entered against Mr. Sayabalian and One Stop
14. Plaintiff shall be awarded pre-judgment interest from the date of service of the Complaint upon the Defendants
15. Counterclaimant is awarded nothing by way of its Counterclaim



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16. Plaintiff is awarded the costs of suit pursuant to NRS 18.005.

17. Both parties to pay their own attorney's fees and costs.

IT IS ORDERED, ADJUDGED, AND DECREED that this Court finds in favor of the Plaintiff as to the claims in its Complaint;

IT IS FURTHER ORDERED that this Court finds in favor of the Plaintiff as to all Counterclaims asserted by Counterclaimant/ Defendant;

IT IS FURTHER ORDERED that a judgment shall be entered against Mr. Sayabalian and National Auto in the amount of \$10,022.04, together with pre-judgment interest from the date of service of the Complaint upon the Defendants and post-judgment interest at the legal rate commencing March 7, 2008 until paid in full;

IT IS FURTHER ORDERED that a judgment shall be entered against Mr. Sayabalian and One Stop in the amount of \$5,635.98, together with pre-judgment interest from the date of service of the Complaint upon the Defendants, and post-judgment interest at the legal rate commencing March 7, 2008 until paid in full;

IT IS FURTHER ORDERED that a judgment shall be entered against Defendants for the costs of suit pursuant to NRS 18.005;

IT IS FURTHER ORDERED that the both parties shall pay their own attorney's fees and costs.

IT IS SO ORDERED.

Dated this 18 day of June, 2008.

  
Ninth Judicial District Court Judge

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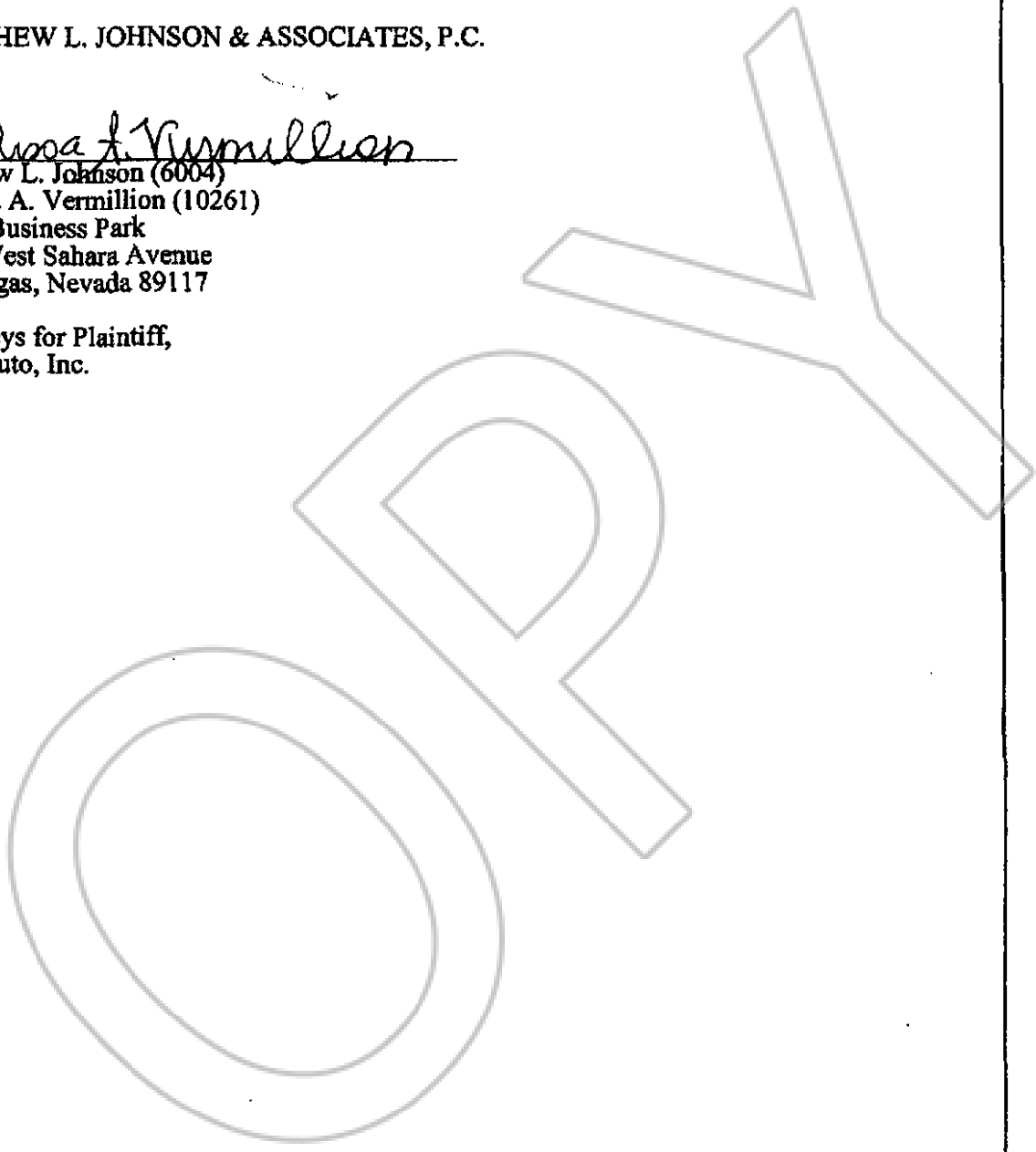
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Submitted by:  
MATTHEW L. JOHNSON & ASSOCIATES, P.C.

*Melissa A. Vermillion*  
Matthew L. Johnson (6004)  
Melissa A. Vermillion (10261)  
Lakes Business Park  
8831 West Sahara Avenue  
Las Vegas, Nevada 89117

Attorneys for Plaintiff,  
CSK Auto, Inc.



**CERTIFIED COPY**

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

DATE 3/23/09  
TED THRAN Clerk of the 9th Judicial District Court  
of the State of Nevada, in and for the County of Douglas,  
By *m. Blagov* Deputy