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Page: 1 of 11 Fee: \$ 24.00

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Deputy. pk

After Recording Mail to:

Tamara Reid, Esq.
Holland & Hart LLP
5441 Kietzke Lane, Second Floor
Reno, NV 89511

Foreign Judgment
(Certified copy)

See attached

COPY



FILED

2013 JAN 11 PM 3:27

JOEY W. RUNA MATTHEWS
CLERK OF THE COURT

BY A. Croghan
DEPUTY

1 **1880**
Matthew B. Hippler, Esq. (NV Bar #7015)
2 Tamara Reid, Esq. (NV Bar #9840)
Holland & Hart, LLP
3 5441 Kietzke Lane, Second Floor
Reno, Nevada 89511
4 (775) 327-3000; (775) 786-6179 (fax)
Attorneys for Judgment Creditor
5

6 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
7 **IN AND FOR WASHOE COUNTY**

8 **IN THE MATTER OF THE ENFORCEMENT OF**
A FOREIGN JUDGMENT BY WOLFE
9 AXELROD WEINBERGER ASSOCIATES LLC,

Judgment Creditor,

CASE NO. **13 00072**

11 vs.

DEPT. NO. **1**

12 SPARE BACKUP, INC.,

13 Judgment Debtor

14
15 **FOREIGN JUDGMENT**

16 The undersigned does hereby affirm that the preceding document does not contain the
17 social security number of any person.

18 DATED this 11th day of January 2013.

HOLLAND & HART LLP

21 By Tamara Reid
22 Matthew B. Hippler, Esq.
23 Tamara Reid, Esq.
5441 Kietzke Lane, Second Floor
Reno, NV 89511
24 Phone: (775) 327-3000
25 Fax: (775) 786-6179

26 Attorneys for Judgment Creditor

Holland & Hart LLP
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511

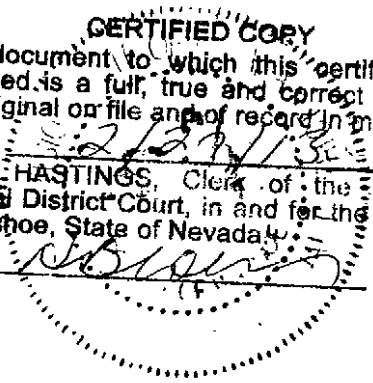
COPY

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: 2/27/13
JOEY HASTINGS, Clerk of the Second Judicial District Court, in and for the County of Washoe, State of Nevada.

By [Signature] Deputy



~~Supreme Court of the State of New York:~~

BY THE GRACE OF GOD FREE AND INDEPENDENT

To all to whom these presents shall come or may concern, GREETING:

Know Ye, That we having examined the records and files in the office of the Clerk of the County of New York and Clerk of the Supreme Court of said State for said County, do find a certain *JUDGMENT*



there remaining, in the words and figures following, to wit:

COPY

(OVER)

EDWARDS ANGELL PALMER & DODGE LLP
Attorneys for Plaintiff
750 Lexington Ave.
New York, NY 10022
(212) 308-4411

SUPREME COURT OF NEW YORK
COUNTY OF NEW YORK

WOLFE AXELROD WEINBERGER ASSOCIATES.
LLC,

Plaintiff,

-against-

SPARE BACKUP, INC.,

Defendant.

Index No. 109746-09

JUDGMENT

This action having been commenced on or about July 9, 2009 by plaintiff Wolfe Axelrod Weinberger Associates LLC having filed a summons and complaint; and defendant Spare Backup, Inc. having been personally served on July 14, 2009; and the time within which Spare Backup was required to answer or otherwise move as to the Complaint having expired on August 10, 2009; and the parties having resolved this action with a Settlement Agreement, annexed hereto, which provides that in the event Spare Backup fail to make payments as required under the Settlement Agreement it shall be in default and Wolfe Axelrod shall be entitled to judgment as against Spare Backup in the principal amount of \$95,000; and the Settlement Agreement providing that Spare Backup waives any and all defenses, objections and claims regarding the entry of judgment and that Wolfe Axelrod is not required to provide notice to Spare Backup prior to seeking entry of judgment in the event of default by Spare Backup; and Wolfe Axelrod having

upon affirmation of Robert J. Grene of

demonstrated that defendant Spare Backup owes it the total sum of \$95,000 and has failed to pay it, and upon so ordered settlement agreement filed on 7/9/10, it is

ADJUDGED that plaintiff Wolfe Axelrod Weinberger Associates LLC have judgment of defendant Spare Backup, Inc., which last known address is 72757 Fred Waring Drive, Palm Desert, CA 92260, for the principal sum of \$95,000, plus attorneys' fees in the amount of \$10,000 for the total amount of \$105,000, and that plaintiff Wolfe Axelrod Weinberger Associates LLC have execution therefor.

ENTER:

Norman Erdman

CLERK OF THE COURT

Spare Backup owes it

FILED

JUL -9 2010

NEW YORK
COUNTY CLERK'S OFFICE

2012 JUL 25 10:57

7/9/10

NWK 229296.1

Norman Erdman
COUNTY CLERK AND CLERK OF THE
COURT IN AND FOR NEW YORK COUNTY

Robert J. Brener
EDWARDS ANGELL PALMER & DODGE LLP
Attorneys for Plaintiff
750 Lexington Ave.
New York, NY 10022
(212) 308-4411

SUPREME COURT OF NEW YORK
COUNTY OF NEW YORK

WOLFE AXELROD WEINBERGER, LLC,

Plaintiff,

-against-

SPARE BACKUP, INC.,

Defendant.

Index No. 109746-09

**AFFIRMATION IN SUPPORT
OF JUDGMENT**

ROBERT J. BRENER, an attorney licensed to practice in the State of New York, herein affirms the truth of the following under penalties of perjury pursuant to the CPLR.

1. I am an attorney-at-law of the State of York and counsel with the firm of Edwards Angell Palmer & Dodge LLP, attorneys for the plaintiff Wolfe Axelrod Weinberger, LLC in the above-entitled action. I am familiar with the facts and circumstances of this action. I make this Affirmation in support of Wolfe Axelrod's application to the Clerk of the Court to enter judgment against defendant Spare Backup, Inc. in the above-entitled action.

2. Wolfe Axelrod filed its complaint with the Clerk of the Supreme Court of New York, County of New York on July 9, 2009. Thereafter Spare Backup was served with a summons and complaint on July 14, 2009. ~~Annexed hereto as exhibit A is copy of the Complaint along with the Affidavit of Service annexed as exhibit B demonstrating service.~~

3. The time within which Spare Backup was required to answer or otherwise move as to the Complaint expired on August 10, 2009, and it did not answer or otherwise respond.

4. As a result, Wolfe Axelrod obtained default judgment against Spare Backup on January 12, 2010. Annexed hereto as exhibit C is a copy of the default judgment.

5. Spare Backup moved to vacate the default judgment in the amount of \$112,837.59. Before the Court (Justice Tingling) ruled on the application, the parties settled the matter.

6 Pursuant to the settlement agreement Spare Backup agreed to pay Wolfe Axelrod the total amount of \$60,000, with one payment of \$30,000 by Spare Backup due on June 21, 2010 and the second payment of \$30,000 by Spare Backup due on July 6, 2010 (the "Agreement"). Annexed as exhibit D is a copy of the Settlement Agreement, which has been "So Ordered" by Justice Tingling.

7. Pursuant to Section 1 of the Agreement, in the event that Spare Backup fails to make payment as set forth above, Spare Backup is required to pay Wolfe Axelrod the total amount of \$95,000, plus reasonable attorneys' fees and costs incurred by Wolfe Axelrod as a result of Spare Backup's default up to \$10,000.

8. Further, the Agreement provides that Spare Backup consents to immediate entry of Judgment against it and in favor of Wolfe Axelrod in the Supreme Court of New York in the amount of \$95,000.00 plus attorneys fees' and costs in the form annexed to the Agreement as exhibit A (the "Judgment"). See exh. D.

9. The Agreement further provides that Judgment shall be entered without notice or demand to Spare Backup or its attorneys or agents and expressly waives any and all rights,

remedies, defenses, claims, arguments, and objections regarding the terms, conditions, effect, and enforceability of this Agreement, and the entry, effect, and enforceability of the Judgment.

10. Spare Backup failed to make the two \$30,000 payments as required under the Agreement. As a result, it has breached the Agreement and pursuant to it, Wolfe Axelrod is entitled to the entry of Judgment in the amount of \$95,000 plus attorneys' fees and costs.

11. Since inception of this matter, Wolfe Axelrod has incurred far in excess of \$10,000 in legal fees and costs and Spare Backup has consented to entry of judgment requiring payment of those attorneys' fees.

12. Counsel for Wolfe Axelrod contacted counsel for Spare Backup regarding the breach and counsel for Spare Backup, Darrell Palmer, acknowledged Spare Backup's failure to make payment and its breach of the Agreement. Yet Spare Backup refuses to make payment.

13. Justice Tingling has since vacated the default judgment clearing the way for the Clerk to enter judgment against Spare Backup. See exhibit C (behind the original default judgment).

Dated: New York, New York
July 8, 2010



Robert J. Brener

County and Supreme Court to be exemplified and

Index No. 109746109

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Wolfe Axelrod Weinberger
Associates, LLC

Plaintiff,

-against-

Spore Backup, Inc.

Defendants

Judgment and affirmation
with exhibits

Edwards Angel Palmer & Dodge LLP

150 Lexington Avenue,
New York, NY 10022

212-308-4411

INDEXED BY	24
FILED BY	1

FILED AND
DOCKETED

JUL-9 2010

NY
CLERK'S OFFICE

Hon. MARTIN SHULMAN a Justice of the Supreme Court of the State of New York for the County of New York, the 26TH day of DECEMBER in the year of our Lord two thousand and TWELVE, and of our independence the two hundred and TWENTY-SIXTH

Norman Goodman
County Clerk and Clerk of the Supreme Court, New York County



I, MARTIN SHULMAN a Justice of the Supreme Court of the State of New York for the County of New York, the same being a Court of Record, do hereby certify that the foregoing attestation is in due and proper form and by the proper officer.

Dated, New York, JAN - 3 2013

2012
[Signature]
Justice of the Supreme Court of the State of New York.

State of New York,
County of New York.

ss.:

I, NORMAN GOODMAN, County Clerk and Clerk of the Supreme Court of the State of New York, County of New York, do hereby certify that ~~Hon.~~ MARTIN SHULMAN whose name is subscribed to the preceding certificate is a Justice of the Supreme Court of said State in and for the County of New York, duly elected and qualified, and that the signature of said Justice to said certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said County and Court this day of 2012.

Norman Goodman
County Clerk and Clerk of the Supreme Court, New York County.

