

APN# _____

Recording Requested by/Mail to:

Name: Amber Handy Esq.

Address: P.O. Box 4568

City/State/Zip: Carson City, NV 89702

Mail Tax Statements to:

Name: _____

Address: _____

City/State/Zip: _____



KAREN ELLISON, RECORDER

Default Judgment

Title of Document (required)

------(Only use if applicable)-----

The undersigned hereby affirms that the document submitted for recording
DOES contain personal information as required by law: (check applicable)

Affidavit of Death – NRS 440.380(1)(A) & NRS 40.525(5)

Judgment – NRS 17.150(4)

Military Discharge – NRS 419.020(2)

Amber Handy

Signature

Amber J. Handy, Esq.

Printed Name

This document is being (re-)recorded to correct document # _____, and is correcting

HANDELIN LAW
P.O. Box 4568, Carson City, NV 89702
[P] 775-882-8032 [F] 888-474-7751

1 HANDELIN LAW, LTD.
Steven P. Handelin, Esq. #9575
2 Amber J. Handy, Esq. #13112
P.O. Box 4568
3 Carson City, NV 89702
[P] 775.882.8032
4 [F] 888.474.7751
amber@handelinlaw.com
5 Attorney for Plaintiff

REC'D & FILED ✓

2020 AUG 24 AM 10:14

AUBREY KASHLITZ
CLERK

BY _____
DEPUTY

7 **FIRST JUDICIAL DISTRICT COURT**

8 **CARSON CITY**

9 CHRIS LANG, an individual, JOY LANG, an
individual, and the CHRIS AND JOY LANG
10 FAMILY TRUST DATED SEPTEMBER 29,
1992,

Case No.: 17 OC 001310 1B

Dept. No.: 2

11 Plaintiffs,

12 v.

13 RCH LABS, LLC, a Nevada limited liability
company, RYAN HARE, an individual,
14 DOES 1-10, ROE CORPORATIONS 11-20,
15 inclusive;

16 Defendants.

17 **DEFAULT JUDGMENT**

18 Defendant RCH LABS, LLC, a Nevada Limited Liability Company (hereinafter "RCH"),
19 and Defendant RYAN HARE, an individual (hereinafter "HARE"), having been regularly served
20 with Summons and Complaint, and having failed to appear, plead or answer thereto, the legal time
21 having expired, and not having been extended, the Default of said Defendants being entered by
22 according to law, upon application of Plaintiffs CHRISTOPHER LANG, an individual, JOY
23 LANG, and individual, and the CHRIS AND JOY LANG FAMILY TRUST DATED
24 SEPTEMBER 29, 1992, an Irrevocable Trust (hereinafter collectively referred to as "Plaintiffs")

1 to this Court for entry of judgment in accordance with the prayer of the Complaint, and good cause
2 appearing;

3 The Court finds that RCH breached the Memorandum of Agreement by failing to repay the
4 amount loaned by Plaintiffs under the Memorandum of Agreement.

5 The Court further finds that RCH breached Amendment No. 1 to the Memorandum of
6 Agreement ("Amendment No. 1") by failing to repay the amount loaned by Plaintiffs under
7 Amendment No. 1.

8 The Court further finds that RCH breached Amendment No. 2 to the Memorandum of
9 Agreement ("Amendment No. 2") by failing to repay any additional funding loaned by Plaintiffs
10 under Amendment No. 2.

11 The Court further finds that Plaintiffs are entitled to monetary damages from Defendant
12 RCH for the amount loaned under the Memorandum of Agreement, Amendment No. 1, and
13 Amendment No. 2 for a total monetary damages award in the amount of SIXTY-THREE
14 THOUSAND TWO HUNDRED FIFTY-SIX AND 37/100 DOLLARS (\$63,256.37).

15 The Court further finds that Defendant HARE utilized RCH as his alter ego and an injustice
16 would occur if he were to individually escape liability from the damages awarded herein.

17 The Court further finds that the Defendant HARE is personally, jointly, and severally liable
18 for all monetary damages awarded as he was a personal Guarantor for RCH.

19 The Court further finds that Plaintiff is entitled to all attorney's fees and costs incurred by
20 Plaintiffs in prosecuting its Complaint; that in weighing the factors under *Brunzell v. Golden Gate*
21 *Nat'l Bank*, 85 Nev. 245, 455 P2d 31 (1969), weighs in favor of awarding the full amount
22 requested in the counsel's Affidavit. Specifically, the Court finds: that the qualities of Ms.
23 Sheehan's ability, training, education, experience, professional standing and skill warrant and
24 justify Ms. Sheehan's billing rate of \$225.00; the qualities of Ms. Handy's ability, training,



HANDELIN LAW
P.O. Box 4568, Carson City, NV 89702
[P] 775-882-8032 [F] 888-474-7751

1 education, experience, professional standing, and skill warrant and justify Ms. Handy's billing rate
2 of \$275.00 per hour; the character of the work presented to the Court by Handelin Law was such
3 that it warrants the billing rate of \$225.00 and \$275.00 per hour; the work actually performed by
4 Handelin Law as referenced in the invoices attached to counsel's Affidavit justify the amount
5 of time and attention spent by Handelin Law in the presentation of matter to the Court; and the
6 result of Handelin Law's work was such that the Plaintiff was successful.

7 Therefore, finding that good and sufficient cause appears,

8 **IT IS HEREBY ORDERED, ADJUDICATED, AND DECREED** that the Plaintiffs
9 have judgment against the Defendant RCH LABS, LLC, a Nevada Limited Liability Company,
10 and Defendant RYAN HARE, individually, jointly and severally, in the amount of SIXTY-THREE
11 THOUSAND TWO HUNDRED FIFTY-SIX AND 37/100 DOLLARS (\$63,256.37), for
12 contractual damages, with interest accruing at the contractual rate of ten percent (12%) per annum
13 from June 1, 2017, until this judgment is paid in full.

14 **IT IS FURTHER ORDERED, ADJUDICATED, AND DECREED** that the Plaintiffs
15 have judgment against Defendant RYAN HARE, in the amount of ONE THOUSAND TWO
16 HUNDRED FIFTY-THREE AND 95/100 DOLLARS for attorney's fees and costs, with interest
17 accruing at the contractual rate of ten percent (10%) per annum from the date of entry of this
18 Default Judgment until this judgment is paid in full.

19 **IT IS SO ORDERED.**

20 DATED: August 24, 2020

James Edrley
DISTRICT COURT JUDGE

22 **Respectfully Submitted By:**
23 **HANDELIN LAW, LTD.**

24 Amber J. Handy
Amber J. Handy, Esq. #13112
P.O. Box 4568, Carson City, NV 89702



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 September 11, 2020

Aubrey Rowlett, City Clerk and Clerk of the First Judicial District Court of the State of Nevada, In and for Carson City.

By [Signature] Deputy

Per NRS 239 Sec. 6 the SON may be redacted, but in no way affects the legality of the document.