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6 **UNITED STATES DISTRICT COURT**  
7 **DISTRICT OF NEVADA**  
8

9 ROBERT WILLIAMSON, III, an individual,  
10  
Plaintiff,

11 vs.

12 VICTORIA L. GUNVALSON, an individual; DAVID  
13 BROOKS AYERS, an individual,  
14  
Defendants.

BASE CASE NO.:  
2:13-cv-01019-JAD-GWF

MEMBER CASE NO.:  
2:13-cv-02022-JAD-GWF

(Honorable Jennifer A. Dorsey)

**DAVID BROOKS AYERS' NOTICE  
OF MOTION AND MOTION FOR  
AWARD OF ATTORNEYS' FEES  
PURSUANT TO N.R.S. 18.010 AND  
THE COURT'S INHERENT POWERS  
AGAINST PLAINTIFF ROBERT  
WILLIAMSON, III**

15  
16  
17 DAVID BROOKS AYERS, an individual,  
18  
Counterclaimant,

19 vs.

20 ROBERT WILLIAMSON, III, an individual; CATE  
WAKEM-WILLIAMSON, an individual; ANGELA  
21 TORRES, an individual,  
22  
Counterdefendants.

(Filed Concurrently With The  
Declarations Of David Brooks Ayers And  
Sean P. Reis, Esq.)

23  
24 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

25 PLEASE TAKE NOTICE that Defendant David Brooks Ayers (“Ayers”) hereby moves for an  
26 award of attorneys’ fees in the sum of \$140,708.50, or in another amount that the Court deems fair and  
27 reasonable, pursuant to N.R.S. 18.010 and the Court’s inherent powers, against plaintiff Robert  
28 Williamson, III (“R. Williamson”) in both the member and base cases, with such motion to be heard at

1 a time, date and place to be determined by the Court.

2 This motion is based on this Notice of Motion and Motion, the supporting declarations of  
3 Ayers and Sean P. Reis, Esq., the Court's files, and all other matters to be brought before the Court  
4 prior to or at the time of the hearing.

5 This motion is based on the grounds that the claims by R. Williamson against Ayers in both the  
6 base and member cases were brought and maintained by R. Williamson without reasonable grounds  
7 and to harass Ayers. Ayers was awarded summary judgment by the Court on June 29, 2015 (Dkt. 78),  
8 and he is therefore the prevailing party as to R. Williamson's claims. Accordingly, pursuant to N.R.S.  
9 18.010 and the Court's inherent powers, Ayers is entitled to an allowance of attorneys' fees against R.  
10 Williamson.

11  
12 July 24, 2015

**THE REIS LAW FIRM, A.P.C.**

14 By: /s/ Sean P. Reis

15 Sean P. Reis

16 Attorneys for Victoria L. Gunvalson, David  
17 Brooks Ayers and Woo Hoo Productions, LLC

**MEMORANDUM OF POINTS AND AUTHORITIES****I. INTRODUCTION**

This case primarily arises out of a failed business venture among R. Williamson, Victoria Gunvalson (“Gunvalson”) and Michael Nicholson (“Nicholson”) to form a vodka business. In an apparent effort to gain leverage in the case (and to harass Ayers and Gunvalson on a personal level), R. Williamson also added several frivolous claims against Ayers. In fact, R. Williamson sued Ayers twice (the base and member cases), asserting false factual allegations and bogus legal theories. Tellingly, when Ayers filed his Motion for Summary Judgment (Dkt. 48), R. Williamson did not even bother to file an opposition. This is because R. Williamson simply had no possible grounds for his claims against Ayers in the first place – and R. Williamson knew they were frivolous all along.

To understand the truly harassing and frivolous nature of R. Williamson’s claims against Ayers, a full explanation of the parties’ relationship is required. As documented in Ayers’ First Amended Counterclaim (Dkt. 66), R. Williamson was once Ayers’ friend. This friendship continued throughout the early stages of the vodka business. As compensation to Ayers for work he performed for the business, Ayers acquired a portion of his girlfriend Gunvalson’s member interest. Ayers then sold his interest to R. Williamson in an arms-length transaction. R. Williamson never disputed the validity of his contract to purchase Ayers’ member interest – to the contrary, R. Williamson affirmed the agreement and was excited to own a larger portion of the business. Unfortunately, R. Williamson became greedy and wanted to control the entire business for himself. Apparently recognizing that Ayers was still influential in Gunvalson’s business decisions, R. Williamson sought to drive a wedge between Ayers and Gunvalson by making false statements about Ayers to Gunvalson. Naturally, this irreparably damaged R. Williamson’s friendship with Ayers.

In filing the base and member cases, it appears that R. Williamson added frivolous claims against Ayers to gain leverage over Gunvalson, recognizing that Gunvalson and Ayers have a close boyfriend-girlfriend relationship. It also appears that R. Williamson filed false claims to harass Ayers, with the added bonus of harassing Gunvalson at the same time. What is absolutely clear is that R. Williamson improperly sued Ayers without any reasonable grounds, as evidenced by his failure to even respond to Ayers’ Motion for Summary Judgment.

1 Pursuant to N.R.S. 18.010 and the Court’s inherent powers, this is precisely the type of case  
2 that warrants an award of attorneys’ fees to Ayers as the prevailing party to R. Williamson’s frivolous  
3 claims. R. Williamson’s claims were brought without reasonable grounds, and for the purpose of  
4 harassing Ayers. As set forth below, Ayers respectfully requests the Court to award attorneys’ fees in  
5 the sum of \$140,708.50, or in another amount that the Court deems fair and appropriate (See  
6 Declarations of Sean P. Reis, Esq. and Ayers).

7  
8 **II. BACKGROUND FACTS**

9 **A. R. Williamson Wrongfully Sued Ayers In The Base Case (Which Is Really  
10 Just A Business-Related Lawsuit Against Gunvalson) Without Any Substantive  
11 Allegation Of Wrongdoing By Ayers**

12 R. Williamson filed two related Complaints against Ayers and others. On June 3, 2013, R.  
13 Williamson filed his first Complaint in the base case, 2:13-cv-01019-JAD-GWF (“BC Complaint”).  
14 In the BC Complaint, R. Williamson made a variety of allegations regarding the failed business  
15 venture between R. Williamson and Gunvalson.<sup>1</sup> But notably, none of the allegations in the BC  
16 Complaint asserted wrongdoing by Ayers or gave rise to any claim against Ayers.

17 **1. R. Williamson Frivolously Sued Ayers For Alleged Business-Related**  
18 **Promises Made By Gunvalson (And Not Ayers)**

19 R. Williamson alleged in the BC Complaint that:

20 (a) R. Williamson entered into negotiations with Gunvalson (not Ayers) to form a vodka  
21 business that would be distributed and sold under the name Vicki’s Vodka (“VV”) (BC Complaint, ¶  
22 5);

23 (b) A meeting was held on June 3, 2012, in which Gunvalson (not Ayers) allegedly agreed  
24 to perform certain tasks for the business (namely, to make a capital contribution and undertake certain  
25 tasks to advance trademarking and marketing of the vodka product) (BC Complaint, ¶ 6-7); and

26 (c) A second meeting was held on June 20, 2012, in which Gunvalson (not Ayers)

27  
28 <sup>1</sup> A third member, Nicholson, also formed the business with R. Williamson and Gunvalson. The BC  
Complaint, however, did not name Nicholson as a party.

1 allegedly made promises to negotiate her season 8 contract on the “Real Housewives of Orange  
2 County” show so that the VV product would be integrated on the show, and to allow R. Williamson to  
3 appear on Andy Cohen’s “Watch What Happens Live” show as a bartender (BC Complaint, ¶ 9).

4 Without any factual or legal support whatsoever, R. Williamson then frivolously alleged that  
5 “[b]ased on the representations, agreements and promises of . . . [Ayers],” R. Williamson moved  
6 forward with the business. (BC Complaint, ¶ 10). Clearly, this was a false and frivolous allegation  
7 against Ayers because the BC Complaint was completely devoid of any representations, agreements or  
8 promises by Ayers relating to the VV business.

9 In reality, Ayers never made any representation or promise to R. Williamson relating to the VV  
10 business (other than to sell his later-acquired partial member interest to R. Williamson, as set forth  
11 below). (See Dkt. 48 -- Deposition of Robert Williamson (“R. Williamson Depo.”), attached to the  
12 Declaration of Sean P. Reis, Esq. at Ex. A, p. 93, line 4 – p. 105, line 25; p. 175, lines 10-20;  
13 Declaration of David Brooks Ayers (“Ayers Dec.”), ¶ 2, Ex. A)).<sup>2</sup> In fact, as a matter of law, Ayers  
14 could not have made any representation or contractual obligation to Williamson relating to the VV  
15 business, because Ayers was not even a member of the LLC at that time. (See Dkt. 48 -- R  
16 Williamson Depo., p. 97, line 24 – p. 98, line 5; Ayers Dec., ¶ 2). Williamson knew this when he filed  
17 his BC Complaint – but he made the false allegations against Ayers anyway.

18 **2. R. Williamson Frivolously Alleged That Ayers Breached A Member**  
19 **Interest Purchase Agreement, Despite A Complete Lack Of Evidence And**  
20 **A Clear Integration Clause That Precluded R. Williamson’s Claims.**

21 In his BC Complaint, R. Williamson alleged that upon Nicholson’s subsequent removal from  
22 the company, R. Williamson and Gunvalson shared a 50%-50% ownership interest in the business.  
23 (BC Complaint, ¶ 11). R. Williamson further alleged that Gunvalson then gave to Ayers 16.67% of  
24  
25

26 <sup>2</sup> Much of the background evidence cited in this brief mirrors the evidence introduced by Ayers in  
27 support of his Motion for Summary Judgment (Dkt. 48). For the Court’s convenience, Ayers has not  
28 re-filed all of the same evidence again with this Motion; rather, Ayers simply cites the prior evidence  
and requests the Court to take judicial notice of the evidence previously submitted.

1 her member interest without R. Williamson’s knowledge or consent. (BC Complaint, ¶ 12).<sup>3</sup>

2 Ayers allegedly approached R. Williamson for the purpose of selling his 16.67% interest in the  
3 VV business. (BC Complaint, ¶ 13). The parties engaged in extensive negotiations -- Ayers originally  
4 offered to sell only 3% of his interest to Williamson for \$30,500.00. (See Dkt. 48 -- Ayers Dec., ¶ 3,  
5 Ex. B). Williamson countered that he would need the entirety of Ayers’ 16.67% interest for  
6 \$50,000.00. *Id.* Ayers countered with a proposal that he could sell only a smaller portion (8%) for  
7 \$22,500.00. *Id.* R. Williamson insisted that he would only do the deal for the entirety of Ayers’  
8 16.67% interest for \$50,000.00. *Id.* The parties ultimately agreed on these terms as proposed by R.  
9 Williamson. *Id.* The parties then memorialized their agreement in a written Member Interest  
10 Purchase Agreement (“MIP Agreement”) (BC Complaint, ¶ 14, Ex. 2; See Dkt. 48 -- Ayers Dec., ¶ 2,  
11 Ex. A). Even after execution of the MIP Agreement, both parties re-confirmed in an email exchange  
12 that they were going to follow through with the transaction (See Dkt. 48 -- Ayers Dec., 4 Ex. C). R.  
13 Williamson’s attorney even confirmed that Ayers had sold his member interest to Williamson in a  
14 draft “Closing Agreement.” (See Dkt. 48 -- Ayers Dec., ¶ 5, Ex D).<sup>4</sup> Put simply, Ayers followed the  
15 terms of the MIP Agreement and R. Williamson received exactly what he bargained for.

16 In his BC Complaint, R. Williamson falsely alleged that Ayers used the MIP Agreement as a  
17 way to obtain additional money from R. Williamson “in bad faith and without the intent to honor the  
18 intent of the transaction.” (BC Complaint, ¶ 15). But this allegation was frivolous, and made no  
19 sense, because R. Williamson received exactly what he negotiated for, namely, Ayers’ 16.67%  
20 member interest in the business. Along these same lines, R. Williamson falsely alleged that Ayers and  
21 Gunvalson “lured” R. Williamson into the purchase “without the good faith intent to move forward  
22 with the company and make it successful.” (BC Complaint, ¶ 17). The thrust of R. Williamson’s  
23 allegation was that after R. Williamson purchased Ayers’ interest, Gunvalson failed to cooperate or

24 \_\_\_\_\_  
25 <sup>3</sup> Whether R. Williamson consented to Gunvalson giving the 16.67% member interest to Ayers was  
26 irrelevant. This is because at the time R. Williamson agreed to purchase the interest from Ayers, he  
knew that Ayers was the owner.

27 <sup>4</sup> Ayers refused to sign this “Closing Agreement” because the MIP Agreement had already been  
28 signed; there was no reason (nor any legal obligation) for Ayers to sign a second agreement to simply  
confirm the first agreement.

1 make efforts to promote VV and make it successful. (BC Complaint, ¶¶ 17-20).

2 But there was simply no evidence to support R. Williamson's bald and false allegations – and  
 3 R. Williamson knew this when he filed the BC Complaint against Ayers. In fact, there could never  
 4 have been a valid claim against Ayers because Ayers never made any unfulfilled promises to  
 5 Williamson in the first place. Ayers simply sold his partial member interest to R. Williamson in  
 6 exactly the manner as they agreed (and R. Williamson received exactly what he purchased). To be  
 7 sure, the MIP Agreement contained an integration clause which provided that the written agreement  
 8 memorialized the entire agreement between R. Williamson and Ayers. (MIP Agreement, ¶ 12,  
 9 attached to BC Complaint, at Ex. 2; See Dkt. 48 -- Ayers Dec., ¶ 2, Ex. A). Again, R. Williamson  
 10 knew this when he filed the frivolous BC Complaint against Ayers -- there simply were no  
 11 representations by Ayers other than the fact that he would sell R. Williamson his member interest  
 12 (which he did according to the terms of the contract). (See Dkt -- Ayers Dec., ¶ 2).

13 Notwithstanding a complete lack of factual and legal basis for claims against Ayers, R.  
 14 Williamson sued Ayers in the BC Complaint for (1) breach of contract; (2) breach of covenant of good  
 15 faith and fair dealing; (3) misrepresentations, fraud and omissions; (4) unjust enrichment; (5)  
 16 promissory estoppel; (6) civil conspiracy; and (7) attorneys' fees. Each of these claims lacked a  
 17 reasonable basis, and were filed against Ayers strictly as a form of harassment.

18 **R. Williamson Files A Second Frivolous Lawsuit Against Ayers In The Member**  
 19 **Case, Alleging Essentially The Same Facts And Claims As The BC Complaint,**  
 20 **With The Addition Of Unfounded Defamation, Extortion And Intentional**  
 21 **Infliction Of Emotional Distress Claims**

22 On September 6, 2013, R. Williamson filed his second Complaint against Ayers and others in  
 23 the member case, 2:13-cv-02022-JAD-GWF ("MC Complaint").<sup>5</sup> The MC Complaint almost  
 24 identically tracked the allegations of the BC Complaint; however, additional frivolous claims were  
 25 added against Ayers. (Compare BC Complaint, ¶¶ 5-22 to MC Complaint, ¶¶ 14-31). For the same

26 \_\_\_\_\_  
 27 <sup>5</sup> Apparently hoping to force Ayers to defend himself in two separate forums, the MC Complaint was  
 28 initially filed in the District Court of Clark County. Ayers removed the case to this Court and asked  
 the Court to consolidate the two cases.

1 reasons set forth above, the “repeated” claims were frivolous and were filed only for the purpose of  
2 harassing Ayers with a duplicate lawsuit. As set forth below, the “new” claims were equally frivolous  
3 and harassing – in fact, R. Williamson’s act of filing two similar, but separate lawsuits, was in and of  
4 itself an act of harassment towards Ayers, particularly given R. Williamson’s initial filing of the cases  
5 in separate forums (the U.S. District Court and the District Court of Clark County).

6 **1. R. Williamson Adds A Frivolous Claim Against Ayers For Defamation**

7 The MC Complaint added additional false allegations against Ayers for defamation (MC  
8 Complaint, ¶¶ 32-39; 106-110). Specifically, R. Williamson alleged that in June, 2013, Ayers  
9 contacted a third party, Doug Dreisbach (“Dreisbach”), and represented to Dreisbach that R.  
10 Williamson was under investigation for embezzlement and had embezzled funds from an annual  
11 charity event co-founded by R. Williamson, the Derby Poker Championship (“DPC”). *Id.*

12 Williamson’s allegations were completely false and unsupported by any evidence, and  
13 Williamson knew this at the time he filed the MC Complaint against Ayers. In reality, Ayers never  
14 made the statements alleged by R. Williamson. (See Dkt. 48 -- Ayers Dec., ¶ 6). Rather, Ayers  
15 contacted Dreisbach after receiving a strange telephone call from an “investigator” hired by R.  
16 Williamson, who told Ayers that R. Williamson’s mistress, Angela Torres (“Torres”), had contacted  
17 the DPC and alleged that R. Williamson had embezzled money. *Id.* Ayers simply contacted  
18 Dreisbach to determine whether, in fact, Torres had made such allegations against R. Williamson. *Id.*  
19 Notably, R. Williamson altogether failed to introduce any evidence at all to support his claims – this is  
20 because no supporting evidence ever existed in the first place.

21 There was simply was no reasonable basis for R. Williamson’s defamation claim against Ayers  
22 – and R. Williamson knew this at the time he filed his lawsuit against Ayers. Indeed, R. Williamson  
23 did not even bother to oppose Ayers’ summary judgment motion, or attempt to introduce evidence that  
24 would somehow support his unfounded claims.

25 **2. R. Williamson Added An Unfounded Claim Against Ayers For Extortion**

26 The MC Complaint also added additional false allegations against Ayers for civil extortion  
27 (MC Complaint, ¶¶ 40-46; 101-105). The thrust of these allegations was that Ayers allegedly devised  
28 a plan with an unnamed “acquaintance” of R. Williamson (presumably his mistress, Torres), whereby



1 Ayers allegedly told R. Williamson that Torres would tell R. Williamson's wife that they were having  
 2 an affair if R. Williamson did not provide money to Torres. *Id.* According to the MC Complaint, R.  
 3 Williamson provided funds to Ayers to provide to Torres, but then Ayers allegedly kept those funds  
 4 for himself. *Id.*

5 Again, R. Williamson knew at the outset that his claims against Ayers were false. Indeed, as  
 6 evidenced by the text messages between R. Williamson and Ayers (filed in support of Ayers' Motion  
 7 for Summary Judgment), R. Williamson told Ayers that Torres was his mistress, and that he frequently  
 8 gave Torres money, and promised her more money, to "calm her down" and keep her happy in their  
 9 affair. (See Dkt. 48 -- R. Williamson Depo., p. 191, line 24 -- p. 204, line 5; p. 231, line 2- p. 235, line  
 10 7; Ayers Dec., ¶¶ 7-9, Exs E-G).<sup>6</sup> On two separate occasions, R. Williamson gave money to Ayers to  
 11 deposit into Torres' bank account. (See Dkt. 48 -- Ayers Dec., ¶¶ 7-9). Ayers did so exactly as  
 12 instructed by his friend at the time, R. Williamson. *Id.* However, sometime after these deposits were  
 13 made, R. Williamson's wife learned about the affair between R. Williamson and Torres (See Dkt. 48 --  
 14 Ayers Dec, ¶¶ 7-9, Exs. E-G). At this point, R. Williamson began a course of falsely accusing Ayers  
 15 of "extorting" money from him, in an apparent effort to cover up the affair from his wife.

16 R. Williamson maintained his blatant lies against Ayers in this litigation, apparently hoping  
 17 that the wrath of this Court would be less than the wrath of his wife.<sup>7</sup> There is no better example of a  
 18 case that warrants an award of attorneys' fees for filing false and harassing claims, particularly given  
 19 R. Williamson's unapologetic abuse of the legal system.

### 20 **3. R. Williamson Adds A Frivolous Claim Against Ayers For Intentional** 21 **Infliction Of Emotional Distress**

22 The MC Complaint also added a frivolous claim against Ayers for intentional infliction of  
 23 emotional distress. (MC Complaint, ¶¶ 111-117). Again, R. Williamson had no proper legal theories,  
 24

25 <sup>6</sup> Torres also confirmed to Ayers that she was having an affair with R. Williamson, and that R.  
 26 Williamson had even proposed to Torres and had promised to leave his wife for her. (See Dkt. 48 --  
 Ayers Dec., ¶ 8, Ex. F).

27 <sup>7</sup> In addition to attorneys' fees, Rule 11 sanctions may also be appropriate in this case, given the  
 28 blatantly false allegations made by R. Williamson in the Complaints filed with this Court.

1 nor any evidence, to support his frivolous claim. He simply added bald allegations to his MC  
2 Complaint, hoping to harass Ayers and gain leverage against Gunvalson in the litigation.

3 **C. R. Williamson Makes No Effort At All To Oppose Ayers' Motion For Summary**  
4 **Judgment, Tacitly Admitting That His Claims Against Ayers Were Frivolous.**

5 Ayers filed his Motion for Summary Judgment on November 3, 2014. (Dkt. 48). R.  
6 Williamson failed to timely respond within the statutory period. To ensure that R. Williamson would  
7 not somehow claim lack of receipt of Ayers' motion, Ayers filed a "Notice of Non-Receipt of  
8 Opposition" on December 30, 2014. (Dkt. 59). Again, R. Williamson failed to respond.<sup>8</sup>

9 R. Williamson had nearly seven months to file an opposition to Ayers' Motion for Summary  
10 Judgment (or seek relief from his failure to timely do so), but he chose not to file any opposition or  
11 introduce any evidence in support of his claims. Clearly, R. Williamson knew that he could not  
12 prevail on his false claims against Ayers – in fact, it appears that R. Williamson did not even care  
13 because he accomplished his goal of leveraging his claims against Gunvalson while at the same time  
14 harassing Ayers and causing him to incur substantial attorneys' fees to defend himself.<sup>9</sup>

15 On June 25, 2015, this Court granted summary judgment in favor of Ayers (Dkt. 78), thereby  
16 rendering Ayers the "prevailing party" as to R. Williamsons' claims in the base and member cases. As  
17 the prevailing party to R. Williamson's frivolous and harassing claims, Ayers is entitled to attorneys'  
18 fees pursuant to N.R.S. 18.010 and the Court's inherent powers.

19 As set forth in the accompanying declarations of Sean P. Reis, Esq. and Ayers, the total  
20 attorneys' fees expended by Ayers to defend himself from R. Williamson's frivolous and harassing  
21 claims is \$140,708.50. Ayers respectfully requests an award from the Court in this amount.

22  
23 <sup>8</sup> Tellingly, on January 6, 2015, R. Williamson responded to Gunvalson's Motion for Summary  
24 Judgment (Dkt. 63), but not Ayers' Motion for Summary Judgment. R. Williamson's conscious  
25 decision to disregard Ayers' motion is an acknowledgement that he did not have any reasonable  
grounds for his claims against Ayers in the first place.

26 <sup>9</sup> As further evidence that R. Williamson is more concerned with "poking" Ayers and Gunvalson with  
27 this litigation (and does not even care about the ultimate outcome of his claims), R. Williamson has  
28 not even bothered to give the Court a proper address for receiving Court rulings. (See Dkts. 74, 75,  
79, 80).

1 **III. ARGUMENT**

2 **A. Attorneys' Fees Should Be Awarded In Favor Of Ayers And Against R.**  
3 **Williamson Pursuant To N.R.S. 18.010.**

4 Federal courts in diversity cases apply state substantive law. Here, Nevada substantive law  
5 applies because the primary claims by R. Williamson against Ayers related to Ayers' alleged breach of  
6 the MIP Agreement, which contained a choice of law provision providing for application of Nevada  
7 law. (MIP Agreement, ¶ 13, attached to BC Complaint, at Ex. 2; See Dkt. 48 -- Ayers Dec., ¶ 2, Ex.  
8 A). Accordingly, N.R.S. 18.010 is applicable to the present motion.

9 N.R.S. 18.010 provides, in pertinent part:

10 Award of Attorney's Fees

11 In addition to the cases where an allowance is authorized by specific statute, the court may  
12 make an allowance of attorney's fees to a prevailing party:

13 \* \* \*

14 (b) Without regard to the recovery sought, when the court finds that the claim,  
15 counterclaim, cross-claim or third-party complaint or defense of the opposing party was  
16 brought or maintained without reasonable ground or to harass the prevailing party. The  
17 court shall liberally construe the provisions of this paragraph in favor of awarding  
18 attorney's fees in all appropriate situations. It is the intent of the Legislature that the  
19 court award attorney's fees pursuant to this paragraph and impose sanctions pursuant to  
20 Rule 11 of the Nevada Rules of Civil Procedure in all appropriate situations to punish  
21 for and deter frivolous or vexatious claims and defenses because such claims and  
22 defenses overburden limited judicial resources, hinder the timely resolution of  
23 meritorious claims and increase the costs of engaging in business and providing  
24 professional services to the public.

25 N.R.S. 18.010. Notably, R. Williamson not only burdened this Court with his frivolous claims, but he  
26 also improperly abused the Nevada state court process as well (by initially filing his Member Case in  
27 the District Court of Clark County). As set forth below, an award of attorneys' fees in favor of Ayers  
28 and against R. Williamson is warranted under N.R.S. 18.010 because (1) R. Williamson's claims were

1 brought and maintained against Ayers without reasonable grounds; and (2) R. Williamson brought his  
2 frivolous claims to harass Ayers.

3 **1. R. Williamson's Claims Against Ayers Were Brought And Maintained**  
4 **Without Reasonable Grounds.**

5 As set forth in the "Facts" section above, R. Williamson's claims against Ayers were frivolous  
6 -- both in terms of false factual allegations, as well as improper legal theories. For example, the only  
7 contract between R. Williamson and Ayers was the written Membership Interest Purchase Agreement  
8 ("MIP Agreement") attached as Exhibit 2 to the BC Complaint and MC Complaint. This agreement  
9 was negotiated in an arms-length transaction. (See Dkt. 48 -- Ayers Dec., ¶ 3, Ex. B). The written  
10 agreement contained an integration clause, confirming that the written agreement constituted the entire  
11 understanding of the parties, and that neither party had made promises other than those expressly set  
12 forth in the agreement. (See MIP Agreement, paragraph 12). Nevertheless, R. Williamson made a  
13 blanket claim for "breach of contract" against Ayers (notwithstanding the evidence that R. Williamson  
14 received exactly what he bargained for, and that R. Williamson's attorney even confirmed this in a  
15 draft "Closing Agreement." (See Dkt. 48 -- Ayers Dec., ¶ 5, Ex D). There simply was no reasonable  
16 basis for R. Williamson's claim in the first place. It was frivolous.

17 Similarly, R. Williamson sued Ayers for breach of the covenant of good faith and fair dealing,  
18 notwithstanding the fact that Ayers did exactly what he was required to do under the MIP Agreement.  
19 In fact, Williamson nonsensically alleged that Ayers was required to move forward with the vodka  
20 business despite the fact that the MIP agreement confirmed that Ayers was selling his member interest  
21 so that he would have nothing to do with the business going forward. (See Dkt. 48 -- Ayers Dec., ¶¶  
22 2-5, Exs. A-D). R. Williamson knew that Ayers was divesting himself of any interest in the VV  
23 business through the sale of his member interest, and that Ayers made no representation to R.  
24 Williamson (other than that he would sell R. Williamson his partial member interest in the business).  
25 Ayers did exactly as he promised, and R. Williamson knew this but chose to sue Ayers anyway. R.  
26 Williamson's claim was frivolous.

27 R. Williamson also sued Ayers for misrepresentation, fraud and omissions, apparently under  
28 the same theory that Ayers somehow conspired with Gunvalson to sell Ayers' member interest to R.

1 Williamson without the intent to move forward with the business and make it successful. (See BC  
2 Complaint, ¶¶ 12-18, 37-43; MC Complaint, ¶¶ 21-27, 80-86). Again, as set forth above, R.  
3 Williamson’s claim was completely devoid of any factual or legal basis. This is particularly true given  
4 the integration clause contained in the MIP Agreement. R. Williamson knew that Ayers did not  
5 misrepresent anything to him, but R. Williamson chose to sue Ayers anyway. His claims were  
6 frivolous.

7 R. Williamson also sued Ayers for “unjust enrichment,” notwithstanding the presence of a  
8 written contract (i.e., the MIP agreement). Taking a “shotgun” approach, R. Williamson asserted this  
9 improper legal theory without any apparent thought at all to the impropriety of this claim. Again, R.  
10 Williamson had no reasonable basis for making this claim. The claim was frivolous.

11 R. Williamson also asserted a claim against Ayers for promissory estoppel, notwithstanding the  
12 fact that R. Williamson received exactly what he bargained for under the MIP. Indeed, the integrated  
13 MIP Agreement expressly recited that no other promises were made by Ayers to R. Williamson. (See  
14 Dkt. 48 -- Ayers Dec., ¶ 2, Ex. A). Again, R. Williamson knew that no other promises had been made  
15 to him by Ayers, but he chose to sue Ayers anyway. His claim was frivolous.

16 R. Williamson also chose to add an additional frivolous claim against Ayers for civil  
17 conspiracy, despite a complete lack of evidence that Ayers ever engaged in a wrongful act. Similarly,  
18 R. Williamson sued Ayers for civil extortion, notwithstanding the lack of a civil remedy (or again, any  
19 evidence that Ayers did anything wrong). Amazingly, R. Williamson asserted a wild false story of  
20 how Ayers somehow conspired with R. Williamson’s own mistress (Torres) to steal money from R.  
21 Williamson. In truth, it was R. Williamson who knowingly and voluntarily gave money to Torres  
22 because she was his mistress, and not because of any act by Ayers. Again, R. Williamson knew the  
23 true facts, but chose to falsely accuse Ayers and worse – to sue him. Again, R. Williamson’s claims  
24 were frivolous.

25 R. Williamson also chose to file a false claim for slander against Ayers, despite a complete  
26 lack of evidence. In fact, R. Williamson never even attempted to introduce evidence to support his  
27 frivolous claim. This is true because no evidence existed. The same is true with respect to R.  
28 Williamson’s claim for intentional infliction of emotional distress – there was never any evidence that

1 Ayers engaged in any wrongful or outrageous conduct that could support R. Williamson’s claims. R.  
2 Williamson knew the true facts, but he nevertheless sued Ayers based on false allegations and  
3 unsupportable legal theories. His claims were frivolous.

4 It is extremely telling that R. Williamson altogether failed to oppose Ayers’ Motion for  
5 Summary Judgment, notwithstanding nearly seven months to do so. Even more telling is R.  
6 Williamson’s choice to selectively oppose Gunvalson’s Motion for Summary Judgment. These facts  
7 show that R. Williamson knew at the outset that his claims against Ayers were “throwaway claims”  
8 that he added against Ayers to gain leverage against Gunvalson and harass Ayers (and Gunvalson).  
9 Put simply, R. Williamson has tacitly admitted that his claims against Ayers were frivolous. The  
10 evidence is undeniable in this regard.

11 **2. R. Williamson’s Claims Against Ayers Were Brought And Maintained To**  
12 **Harass Ayers.**

13 As set forth in the “Facts” section above, R. Williamson filed two separate lawsuits  
14 against Ayers, in two separate forums, in an effort to gain leverage over Ayers and Gunvalson,  
15 and to harass Ayers (and Gunvalson) by making the case “personal.” This is an independent  
16 basis for an award of attorneys’ fees under N.R.S. 18.010. The evidence is clear that R.  
17 Williamson had no proper purpose for bringing claims against Ayers – the only conclusion that  
18 can be drawn is that R. Williamson wanted to harass Ayers (and Gunvalson in the process) by  
19 adding additional, frivolous claims against Ayers.

20 **B. The Court Should Exercise Its Inherent Powers To Award Attorneys’ Fees**  
21 **To Ayers And Against R. Williamson Based On R. Williamson’s Bad Faith**  
22 **Conduct.**

23 In a diversity case involving state law claims, the federal court may properly use its  
24 inherent power to assess attorney’s fees as a sanction for a defendant’s bad-faith conduct  
25 during the litigation. *Chambers v. NASCO, Inc.*, 501 U.S. 32 (1991). As set forth above, both  
26 of R. Williamson’s lawsuits against Ayers – filed initially in separate forums and ultimately  
27 consolidated in this Court -- were frivolous, and the Court has the inherent authority to award  
28 attorneys’ fees in favor of Ayers and against R. Williamson. For the reasons set forth above in

1 the “Facts” and “Argument A” sections, the Court should exercise its authority and award  
2 attorneys’ fees in favor of Ayers and against R. Williamson.

3 **C. Ayers Has Incurred Approximately \$140,708.50 In Attorneys’ Fees To**  
4 **Defend Himself From R. Williamson’s Frivolous And Harassing Claims,**  
5 **And Requests An Award From The Court In This Amount, Or In Another**  
6 **Amount That The Court Deems Fair And Reasonable.**

7 As set forth in the attached Declarations of Sean P. Reis and Ayers, Ayers has incurred  
8 approximately \$140,708.50 in attorneys’ fees to defend himself from R. Williamson’s  
9 frivolous and harassing claims. Ayers respectfully requests the Court to award attorneys’ fees  
10 to Ayers and against R. Williamson in this amount, or in another amount that the Court deems  
11 fair and reasonable.

12  
13 **IV. CONCLUSION**

14 For all of the foregoing reasons, Ayers respectfully requests the Court to grant this  
15 motion in its entirety, and award attorneys’ fees in favor of Ayers and against R. Williamson in  
16 the requested amount or in another amount deemed fair and reasonable by the Court.

17  
18 July 24, 2015

**THE REIS LAW FIRM, A.P.C.**

19  
20 By: /s/ Sean P. Reis

21 Sean P. Reis

22 Attorneys for Victoria L. Gunvalson, David  
23 Brooks Ayers and Woo Hoo Productions, LLC

**CERTIFICATE OF SERVICE**

I, Sean P. Reis, hereby certify that on July 24, 2015, I filed through the Court's ECF system and served either through the ECF system or by electronic mail (per agreement) the foregoing document(s) described as: **DAVID BROOKS AYERS' NOTICE OF MOTION AND MOTION FOR AWARD OF ATTORNEYS' FEES PURSUANT TO N.R.S. 18.010 AND THE COURT'S INHERENT POWERS AGAINST PLAINTIFF ROBERT WILLIAMSON, III** on interested parties in this action as follows:

Via ECF

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