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Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

DANIEL COYNE, individually and on behalf of
those similarly situated; DAVID DENTON,
individually and on behalf of those similarly
situated; and SEAN BOLLIG, individually and on
behalf of those similarly situated,

Plaintiffs,

vs.

LAS VEGAS METROPOLITAN POLICE
DEPARTMENT,

Defendant.

Case No. A-22-848354-C

Dept. No. XV

**APPENDIX OF EXHIBITS TO
PLAINTIFFS' MOTION FOR APPROVAL
OF ATTORNEYS' FEES AND COSTS AND
INCENTIVE AWARDS**

VOLUME 1 OF 2

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DATED this 22nd day of September, 2025.

BAILEY ♦ KENNEDY

By: /s/ Joseph A. Liebman
JOHN R. BAILEY
DENNIS L. KENNEDY
JOSEPH A. LIEBMAN
PAUL C. WILLIAMS
JAROD B. PENNIMAN

SGRO & ROGER
ANTHONY P. SGRO
ALANNA C. BONDY
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY ♦ KENNEDY and that on the 22nd day of September, 2025, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court’s electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

NICHOLAS D. CROSBY	Email: NCrosby@maclaw.com
JORDAN W. MONTET	JMontet@maclaw.com
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10001 Park Run Drive	
Las Vegas, Nevada 89145	<i>Attorneys for Defendant</i>

JAMES E. WHITMIRE	Email: JWhitmire@whitmirelawnv.com
WHITMIRE LAW, PLLC	
10785 West Twain, Suite 226	
Las Vegas, Nevada 89135	<i>Attorneys for Defendant</i>

/s/ Samantha T. Kishi
Employee of BAILEY ♦ KENNEDY

EXHIBIT 1

ATTORNEY ENGAGEMENT AND FEE AGREEMENT

This Contingency Fee Agreement ("Agreement") made this _____ day of _____, 2021, at Las Vegas, Nevada, by and between the undersigned _____ ("You" or the "Client") and SGRO & ROGER ("Attorney" or the "Firm").

You and the Firm agree this agreement embodies the entire agreement between them and may be amended only by written agreement executed by the parties. If You and the Firm entered into a prior agreement related to the same Matter, this Agreement supersedes any prior agreement.

I. Scope of the Firm's Representation

You are retaining the Firm to represent You individually, or as part of a potential collective and/or class action, regarding claims for unpaid overtime work against Your employer, the Las Vegas Metropolitan Police Department ("LVMPD"), under the Fair Labor Standards Act (the "Matter") and/or any other related claims that the Firm deems advisable.

If, after conducting an investigation, the Firm determines that it is prudent to file a collective/class action lawsuit, it will file a lawsuit in an appropriate court. The scope of the Firm's representation includes representing You and other similarly situated members in a collective action and/or class action, including any settlement discussions, negotiations, or litigation arising out of Your specific claims.

A. The Firm's Right to Withdraw

If the case is not certified by the Court as a collective and class action, or if events occur that make the case no longer suitable in the assessment of the Firm, the Firm may withdraw as Your counsel. The Firm may also terminate this agreement at any time if significant disagreements arise concerning the handling of this matter or if the Firm is precluded by applicable rules of professional conduct from continuing to represent You (either individually or as a class member).

B. Your Right to Discharge the Firm

If the case is not certified as a collective or class action, You have the right to discharge the Firm for any reason. If You discharge the Firm, the Firm will be entitled to payment of the reasonable value of its services, should any recovery be obtained for a claim asserted by You individually or as member of a collective or class action. In such circumstances, the Firm shall have a lien against such recovery (discussed below).

II. Compensation

A. The Firm's Fee

The Firm will be compensated for services rendered only if the Firm obtains a Recovery for You.

If the Firm obtains a monetary recovery or other relief for You as a member of a collective and/or class action, either by settlement, judgment, or at trial, the Firm may apply to the Court to order the Employer to reimburse the Firm's costs and payment of their attorneys' fees. The Firm will be entitled to seek fees based on either: (a) a contingency fee of up to forty percent (40%) of the Gross Recovery (defined below), or (b) the Firm's full lodestar amount (an amount calculated by the Court based on the number of hours worked the Firm's lawyers and staff multiplied by each individual's hourly rate).

- The term "Gross Recovery" means the total of all amounts received prior to the payment of any taxes or reimbursement of any expenses (including any money specifically designated as attorneys' fees) whether by settlement, award, judgment, or voluntary payment by or on behalf of a defendant.
- You agree that a contingency fee of up to 40% is reasonable given the complexity of the Matter, the anticipated attorney and staff time that the Firm will invest in pursuing the matter, the anticipated costs that the Firm will incur in pursuing the matter (and which will not be reimbursed to the firm unless if the Firm obtains a Recovery for You), and the risk of non-recovery that attorneys assume when accepting a matter on a contingency basis.
- If the Firm applies for fees based on a lodestar amount, the fees will be calculated based on the following hourly rates:

Partners Anthony P. Sgro & David Roger	\$725.00/hr.
Senior Associates (Practitioner of 10 years or more)	\$495.00/hr.
Associates	\$350.00/hr. – \$450.00/hr.
Law Clerks	\$150.00/hr. – \$325.00/hr.
Senior Paralegals (10 years or more)	\$125.00/hr.
Paralegals	\$100.00/hr.

If the Court awards costs and attorneys' fees as a separate award, You assign to the Firm any statutory claim that You may have to such attorneys' fees and costs. If the Firm agrees to continue to represent You on appeal, all costs, expenses, and attorneys' fees incurred on the appeal will be recoverable in their entirety by the Firm.

If the Court does not certify the case as a collective/class action and the Firm continues to represent You on an individual basis, in consideration for the Firm's representation in connection with this matter, the Firm will receive a percentage of the Gross Recovery (defined above), depending on the stage at which the Recovery is received. In addition, the Firm will be reimbursed for all costs incurred. You hereby agree that the Firm shall be authorized to retain as their fee in this matter:

If resolved prior to the filing of a lawsuit	33.33% of the Gross Recovery, plus expenses
If resolved after the filing of a lawsuit	40.00% of the Gross Recovery, plus expenses
If resolved after the filing of an appeal	50.00% of the Gross Recovery, plus expenses

For example, if the case settles for \$100.00 prior to the filing of a complaint and the Firm has paid out \$10.00 in postage or other costs, the Firm will receive \$33.00 in fees, the Firm will be reimbursed \$10.00 in costs, and You will receive \$57.00. If the case settles for \$100.00 after the filing of the complaint and the Firm has paid \$10.00 in court fees or other costs, the Firm will receive \$40.00 in fees, the Firm will be reimbursed \$10.00 in costs, and You will receive \$50.00.

The responsibility of any attorney's lien or attorney costs from prior representation will be addressed on a case-by-case basis.

B. Costs and Expenses

Costs and Expenses will be advanced by the Firm as necessary to prosecute the Matter and will be deducted from any Recovery after payment of the Firm's fee (whether awarded by the Court in a collective/class action or a contingency fee). In the event there is no Recovery, the Firm shall receive no reimbursement for costs. You specifically grant the Firm the authority to make all decisions regarding which Costs and Expenses to incur, which the Firm, in its best judgment, believes will benefit Your case.

Costs are incurred in-house by the Firm. These include general office expenses, such as photocopies, in-house runner service, and long distance telephone and facsimile charges. Costs will be charged under the Firm's standard practices for assessing and charging costs to its clients, which include a charge of \$0.25 per page for in-house photocopies, printed pages, and scans; a \$1.00 per page charge for facsimiles sent and received; and a \$300 per month charge for legal research falling within the Firm's Westlaw and/or Lexis subscription.

Expenses are incurred through invoices from a third-party and will be passed along at actual cost. Expenses may include court filing fees, court reporter and transcript fees, expert fees, witness fees, private investigator fees, process server fees, third-party courier/messenger fees, third-party printing/copy charges, legal research falling outside of its subscription for which the Firm incurs additional charges, travel expenses, telephone/video conference fees, postage charges, express charges, and other disbursements in connection with this matter.

Pursuant to Nevada law, loans or advances MAY NOT be made by the Firm for Your benefit.

C. Attorney's Lien

It is further understood and agreed that the Firm is to have a lien on Your claim and all matters relating thereto; that the Firm may retain its share out of the amount collected; that You agree to make no settlement without the Firm's consent without obligating itself to the Firm for attorneys' fees and costs.

The Firm may assert the lien either by way of (1) the normal hourly fee charged by the Firm in non-contingent matters, to be billed based on time spent prosecuting the said claim on Your behalf, including

but not limited to, time spent in appointments, calls, courthouse appearances, preparation of documents and letters or (2) the contingent fee based on a firm offer tendered by the adverse party, or its representative, prior to, or at the time You determine that You no longer wishes the Firm to represent You in the Matter. Work handled by firm shall be billed in .25 hour (15 minute) increments at the following rates which You agree represent a fair market rate:

Partners Anthony P. Sgro & David Roger	\$725.00/hr.
Senior Associates (Practitioner of 10 years or more)	\$495.00/hr.
Associates	\$350.00/hr. – \$450.00/hr.
Law Clerks	\$150.00/hr. – \$325.00/hr.
Senior Paralegals (10 years or more)	\$125.00/hr.
Paralegals	\$100.00/hr.

III. General Responsibilities

The Firm agrees that it will diligently investigate Your claims and, if appropriate, make all reasonable and necessary efforts to prosecute your claims and collect any judgment that may be rendered in Your favor. The Firm will also promptly communicate with You (or Your authorized representatives) regarding the Matter, including conveying to You any reasonable offers of compromise.

You understand that the Firm's representation cannot be effective without Your cooperation and assistance. You agree to cooperate fully with the Firm and to promptly provide all information known or available to You that is relevant to representation.

However, You understand that the Firm has made no guarantee regarding the success of any claims or causes of action. Any expressions or communications about the Matter are the Firm's professional opinion only.

IV. Designation of Authorized Representative Pursuant to NRS 49.075

You agree to designate Daniel Coyne and any other person designated by the Firm as a class representative (the "Class Representatives"), as Your Authorized Representatives in this Matter. You authorize each of them, individually, to be responsible for coordinating the Firm's representation of You with respect to the Matter. The class representatives will be responsible for communicating with the Firm on behalf of You and the other class members and You authorize each of them to provide the Firm with any and all such decisions or directions that are necessary for the the appropriate handling of the Matter, up to and including the decision to seek court approval of a settlement proposal.

Even though You have designated the Class Representatives to make day-to-day decisions for You regarding the Matter, You agree to make Yourself available to the Firm for consultation on reasonable notice and will provide the Firm with any information necessary for the appropriate handling of the Matter.

V. Multiple Clients - Waiver of Conflict of Interest

You have asked us to represent You in the Matter with the understanding that the Firm anticipates filing a lawsuit in which You and other LVMPD officers (who are also clients of the Firm) will all be plaintiffs alleging claims for unpaid overtime hours worked. You and the other officers represented by the Firm will be co-clients of the Firm for the purposes of this Matter.

Rule 1.7 of the Nevada Rule of Professional Conduct governs the Firm's ability to represent multiple clients in a matter. Although the interests of all clients in this matter are generally consistent, You acknowledge that You recognize and understand that differences may exist or become evident during the course of our representation. For example:

- A. The Firm anticipates that if the class members prevail in this Matter (whether through a court-approved settlement or at trial) the class members would not all receive the same amount of money in damages. Specifically, You may not receive any money in damages or may receive more or less money in damages than other clients of the Firm.
- B. You agreed that the Firm reserves the right to determine all litigation tactics and strategy in the Matter, including all tactics and strategy that the Firm deems appropriate in order to obtain collective/class action certification. The Firm may make strategic decisions that it deems appropriate to obtain collective/class action certification, even if one or more of such decisions may not be in the best interest of any of Your individual claim(s). For example, the Firm will make decisions about the specific types of pre-shift and post-shift activities for which it argues that You and the other plaintiffs are due compensation. These arguments may not benefit all plaintiffs equally. These decisions may yield a greater benefit for some other plaintiffs than for You individually. Likewise, the Firm may not raise arguments regarding activities that are unique to You (but are not common to the overall group of plaintiffs).
- C. If the Firm receives a settlement offer directed to the members of the collective/class action that it believes is fair and reasonable, it will move for court approval of the settlement. It is possible You might disagree with the Firm as to whether the settlement should be approved by the Court. By agreeing to the Firm's representation of multiple clients in the Matter, you are waiving any such conflict.

Notwithstanding these possibilities, You have determined that it is in Your individual interest to have a single law firm represent You along with other officers in connection with this matter. Accordingly, this confirms Your agreement that we may represent You jointly with other LVMPD officers in connection with the above-described matter and that You have agreed to waive any conflict of interest arising out of, and that You will not object to, the Firm's simultaneous representation of You and other officers in this Matter.

VI. Multiple Clients – Attorney/Client Privilege

The Firm will continue to maintain the attorney-client privilege with respect to all non-clients; however, information will be shared among all co-plaintiffs. Therefore, if a dispute arises between You and any of the co-clients, there is no attorney-client privilege with respect to communications with the

Firm relating thereto.

VII. Multiple Clients – Confidentiality

The Firm will treat all communications between You the Firm—whether written, oral or electronic—and all other information relating to the representation of You the Matter as confidential. You agree to take all reasonable precautions to ensure that the confidentiality of these communications is preserved. This includes, at a minimum, ensuring that (i) written communications are not read by other persons, (ii) oral conversations are not overheard by other persons, (iii) electronic communications are not accessible by other persons, and (iv) the communications between the Client and the Firm are not disclosed to other persons. *If You communicate with the Firm by email, such communications must come from Your private email addresses, and not from an employer's or third-party's email address.*

However, as a condition of common representation (meaning representation of you and other potential class members in a collective/class action lawsuit), You consent and authorizes the Firm to share with all other co-clients represented in the Matter any information, material, or communication received from each You with respect to the Matter unless agreed upon by the Firm IN WRITING.

VIII. Associate Counsel

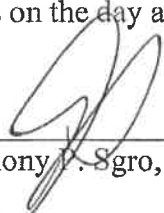
The Firm reserves the right to associate other attorneys in clients' representation, without additional expense to clients. You consent to such association and to a division of attorney fees as may be agreed upon between associated counsel and the Firm so long as the total fees do not exceed those set forth in the original Contingency Fee Agreement.

IX. Power of Attorney

That I do hereby appoint SGRO & ROGER with the power in them of substitution, that they thereby act as my ATTORNEY to represent me in a claim for damages, resulting from and/or sustained by CLIENT, for injuries that relate to claims against LVMPD under the FLSA.

It is distinctly understood and agreed that the CLIENT does hereby appoint, make and constitute the ATTORNEY and/or associate ATTORNEY to be his true and lawful attorneys in fact, and have the power to receive and disburse on his behalf any and all sums of money or payments due or to become due him as a result of injuries sustained in the above-dated accident.

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.



Anthony P. Sgro, Esq.



CLIENT'S NAME PRINTED



CLIENT'S SIGNATURE



ATTORNEY ENGAGEMENT AND FEE AGREEMENT

This Contingency Fee Agreement ("Agreement") made this 30th day of DECEMBER, 2021, at Las Vegas, Nevada, by and between the undersigned DAVID DENTON ("You" or the "Client") and SGRO & ROGER ("Attorney" or the "Firm").

You and the Firm agree this agreement embodies the entire agreement between them and may be amended only by written agreement executed by the parties. If You and the Firm entered into a prior agreement related to the same Matter, this Agreement supersedes any prior agreement.

I. Scope of the Firm's Representation

You are retaining the Firm to represent You individually, or as part of a potential collective and/or class action, regarding claims for unpaid overtime work against Your employer, the Las Vegas Metropolitan Police Department ("LVMPD"), under the Fair Labor Standards Act (the "Matter") and/or any other related claims that the Firm deems advisable.

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III. General Responsibilities

The Firm agrees that it will diligently investigate Your claims and, if appropriate, make all reasonable and necessary efforts to prosecute your claims and collect any judgment that may be rendered in Your favor. The Firm will also promptly communicate with You (or Your authorized representatives) regarding the Matter, including conveying to You any reasonable offers of compromise.

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- B. You agreed that the Firm reserves the right to determine all litigation tactics and strategy in the Matter, including all tactics and strategy that the Firm deems appropriate in order to obtain collective/class action certification. The Firm may make strategic decisions that it deems appropriate to obtain collective/class action certification, even if one or more of such decisions may not be in the best interest of any of Your individual claim(s). For example, the Firm will make decisions about the specific types of pre-shift and post-shift activities for which it argues that You and the other plaintiffs are due compensation. These arguments may not benefit all plaintiffs equally. These decisions may yield a greater benefit for some other plaintiffs than for You individually. Likewise, the Firm may not raise arguments regarding activities that are unique to You (but are not common to the overall group of plaintiffs).
- C. If the Firm receives a settlement offer directed to the members of the collective/class action that it believes is fair and reasonable, it will move for court approval of the settlement. It is possible You might disagree with the Firm as to whether the settlement should be approved by the Court. By agreeing to the Firm's representation of multiple clients in the Matter, you are waiving any such conflict.

Notwithstanding these possibilities, You have determined that it is in Your individual interest to have a single law firm represent You along with other officers in connection with this matter. Accordingly, this confirms Your agreement that we may represent You jointly with other LVMPD officers in connection with the above-described matter and that You have agreed to waive any conflict of interest arising out of, and that You will not object to, the Firm's simultaneous representation of You and other officers in this Matter.

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Firm relating thereto.

VII. Multiple Clients – Confidentiality

The Firm will treat all communications between You the Firm—whether written, oral or electronic—and all other information relating to the representation of You the Matter as confidential. You agree to take all reasonable precautions to ensure that the confidentiality of these communications is preserved. This includes, at a minimum, ensuring that (i) written communications are not read by other persons, (ii) oral conversations are not overheard by other persons, (iii) electronic communications are not accessible by other persons, and (iv) the communications between the Client and the Firm are not disclosed to other persons. *If You communicate with the Firm by email, such communications must come from Your private email addresses, and not from an employer's or third-party's email address.*

However, as a condition of common representation (meaning representation of you and other potential class members in a collective/class action lawsuit), You consent and authorizes the Firm to share with all other co-clients represented in the Matter any information, material, or communication received from each You with respect to the Matter unless agreed upon by the Firm IN WRITING.

VIII. Associate Counsel

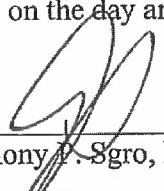
The Firm reserves the right to associate other attorneys in clients' representation, without additional expense to clients. You consent to such association and to a division of attorney fees as may be agreed upon between associated counsel and the Firm so long as the total fees do not exceed those set forth in the original Contingency Fee Agreement.

IX. Power of Attorney

That I do hereby appoint SGRO & ROGER with the power in them of substitution, that they thereby act as my ATTORNEY to represent me in a claim for damages, resulting from and/or sustained by CLIENT, for injuries that relate to claims against LVMPD under the FLSA.

It is distinctly understood and agreed that the CLIENT does hereby appoint, make and constitute the ATTORNEY and/or associate ATTORNEY to be his true and lawful attorneys in fact, and have the power to receive and disburse on his behalf any and all sums of money or payments due or to become due him as a result of injuries sustained in the above-dated accident.

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.



Anthony P. Sgro, Esq.



DAVID DENTON
CLIENT'S NAME PRINTED



CLIENT'S SIGNATURE



ATTORNEY ENGAGEMENT AND FEE AGREEMENT

This Contingency Fee Agreement ("Agreement") made this 30 day of DECEMBER, 2021, at Las Vegas, Nevada, by and between the undersigned SEAN BOLLIG ("You" or the "Client") and SGRO & ROGER ("Attorney" or the "Firm").

You and the Firm agree this agreement embodies the entire agreement between them and may be amended only by written agreement executed by the parties. If You and the Firm entered into a prior agreement related to the same Matter, this Agreement supersedes any prior agreement.

I. Scope of the Firm's Representation

You are retaining the Firm to represent You individually, or as part of a potential collective and/or class action, regarding claims for unpaid overtime work against Your employer, the Las Vegas Metropolitan Police Department ("LVMPD"), under the Fair Labor Standards Act (the "Matter") and/or any other related claims that the Firm deems advisable.

If, after conducting an investigation, the Firm determines that it is prudent to file a collective/class action lawsuit, it will file a lawsuit in an appropriate court. The scope of the Firm's representation includes representing You and other similarly situated members in a collective action and/or class action, including any settlement discussions, negotiations, or litigation arising out of Your specific claims.

A. The Firm's Right to Withdraw

If the case is not certified by the Court as a collective and class action, or if events occur that make the case no longer suitable in the assessment of the Firm, the Firm may withdraw as Your counsel. The Firm may also terminate this agreement at any time if significant disagreements arise concerning the handling of this matter or if the Firm is precluded by applicable rules of professional conduct from continuing to represent You (either individually or as a class member).

B. Your Right to Discharge the Firm

If the case is not certified as a collective or class action, You have the right to discharge the Firm for any reason. If You discharge the Firm, the Firm will be entitled to payment of the reasonable value of its services, should any recovery be obtained for a claim asserted by You individually or as member of a collective or class action. In such circumstances, the Firm shall have a lien against such recovery (discussed below).

Firm relating thereto.

VII. Multiple Clients – Confidentiality

The Firm will treat all communications between You the Firm—whether written, oral or electronic—and all other information relating to the representation of You the Matter as confidential. You agree to take all reasonable precautions to ensure that the confidentiality of these communications is preserved. This includes, at a minimum, ensuring that (i) written communications are not read by other persons, (ii) oral conversations are not overheard by other persons, (iii) electronic communications are not accessible by other persons, and (iv) the communications between the Client and the Firm are not disclosed to other persons. *If You communicate with the Firm by email, such communications must come from Your private email addresses, and not from an employer's or third-party's email address.*

However, as a condition of common representation (meaning representation of you and other potential class members in a collective/class action lawsuit), You consent and authorizes the Firm to share with all other co-clients represented in the Matter any information, material, or communication received from each You with respect to the Matter unless agreed upon by the Firm IN WRITING.

VIII. Associate Counsel

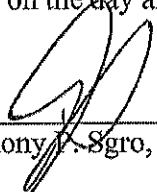
The Firm reserves the right to associate other attorneys in clients' representation, without additional expense to clients. You consent to such association and to a division of attorney fees as may be agreed upon between associated counsel and the Firm so long as the total fees do not exceed those set forth in the original Contingency Fee Agreement.

IX. Power of Attorney

That I do hereby appoint SGRO & ROGER with the power in them of substitution, that they thereby act as my ATTORNEY to represent me in a claim for damages, resulting from and/or sustained by CLIENT, for injuries that relate to claims against LVMPD under the FLSA.

It is distinctly understood and agreed that the CLIENT does hereby appoint, make and constitute the ATTORNEY and/or associate ATTORNEY to be his true and lawful attorneys in fact, and have the power to receive and disburse on his behalf any and all sums of money or payments due or to become due him as a result of injuries sustained in the above-dated accident.

IN WITNESS WHEREOF, the parties have set their hands on the day and year first above written.



Anthony J. Sgro, Esq.



SEAN BOLLIG
CLIENT'S NAME PRINTED



CLIENT'S SIGNATURE



Client Name: SEAN BOLLIG

Date: 12-30-21

FLSA Overtime Questionnaire

1. Date First Employed by LVMPD: 07 / 30 / 07
2. Since the date you were first employed by LVMPD, has there been any time that you were NOT employed by LVMPD?

Yes or ☒ No (If yes, please provide dates and explain)

3. Current Position: PO II

Time in Current Position: 12 YEARS 8 MONTHS

Other Positions Held (with dates): POLICE CADET 7-30-07 - 10-14-08
POLICE RECRUIT 10-14-08 - 4-9-09

4. Please estimate the total number of voluntary overtime shifts you worked for each of the last 3 years.

2021: 102 shifts per Week / Month ☒ Year

2020: 72 shifts per Week / Month ☒ Year

2019: 57 shifts per Week / Month / Year

5. Which types of voluntary overtime shifts have you worked during the last 3 years?

☒ Hospital/Medical Supervision of Prisoners

☒ Jail

☒ Special Events

Other: _____

EXHIBIT 2

**DISTRICT COURT
CLARK COUNTY, NEVADA**

DANIEL COYNE, individually and on behalf of those similarly situated; DAVID DENTON, individually and on behalf of those similarly situated; and SEAN BOLLIG, individually and on behalf of those similarly situated,

Plaintiffs,

vs.

LAS VEGAS METROPOLITAN POLICE
DEPARTMENT,

Defendant.

Case No. A-22-848354-C
Dept. No. XV

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

DANIEL COYNE, individually and on behalf of those similarly situated; DAVID DENTON, individually and on behalf of those similarly situated; and SEAN BOLLIG, individually and on behalf of those similarly situated,

Plaintiffs,

vs.

LAS VEGAS METROPOLITAN POLICE
DEPARTMENT,

Defendant.

Case No. 2:22-cv-00475-APG-DJA

**DECLARATION OF JOSEPH A.
LIEBMAN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF ATTORNEYS' FEES
AND COSTS**

I, Joseph A. Liebman, declare as follows:

1. I am over eighteen (18) years of age and a resident of Clark County, Nevada. I am counsel for Plaintiffs in the above-captioned action. I am a partner at Bailey❖Kennedy, LLP ("Bailey❖Kennedy"). I have personal knowledge of and am competent to testify to the facts contained in this Declaration. I make this Declaration in support of Plaintiffs' Motion for Approval of Attorneys' Fees and Costs (the "Attorneys' Fees Motion").

History of Litigation

2. Plaintiffs, on behalf of themselves and all others similarly situated, initiated this case in State Court on February 15, 2022, alleging claims under the Fair Labor Standards Act (“FLSA”) and Nevada law for Las Vegas Metropolitan Police Department’s (“Metro”) alleged failure to compensate peace officers for work performed before and after scheduled overtime shifts. The action included three different types of overtime assignments: (1) special event overtime assignments; (2) jail overtime assignments; and (3) medical facility overtime assignments. Plaintiffs alleged that for each type of overtime assignment, they received overtime pay for the duration of the scheduled shift time but were not paid for the entire continuous workday because they received no compensation for time spent completing pre-shift and post-shift activities that were integral and indispensable to the principal activities for which they were employed.

3. On March 16, 2022, Metro removed this case to Federal Court. On October 3, 2022, the Federal Court declined to exercise supplemental jurisdiction over Plaintiffs’ Nevada law claims and ordered that they be severed and remanded back to State Court (the “State Class Action”). Plaintiffs’ claims under the FLSA remained in Federal Court (the “Federal Collective Action”). On November 14, 2022, Plaintiffs—in the Federal Collective Action—filed their Motion for Preliminary Certification of a Collective Action for the FLSA claims. On August 15, 2023, the Federal Court granted the Motion for Preliminary Certification.

4. The Federal Collective Action was preliminarily certified pursuant to the FLSA on behalf of the following collective group: “Las Vegas Police Protective Association (PPA) members who have worked one or more Scheduled Overtime Shifts since February 1, 2019, that required the officer to perform uncompensated pre-shift and/or post-shift work consisting of transporting equipment between the shift site and another designated location.” In addition to the three Class Representatives, 1,595 Metro peace officers initially opted-in to the Federal Collective Action. On June 2, 2025, the Federal Court entered a Stipulation adding 18 additional opt-in plaintiffs and withdrawing 1 in the Federal Collective Action.

5. On June 27, 2024, Plaintiffs filed a First Amended Complaint in the State Class Action, which again included three different types of overtime assignments: (1) special event

1 overtime assignments; (2) jail overtime assignments; and (3) medical facility overtime assignments.
2 Plaintiffs again alleged that for each type of overtime assignment, they received overtime pay for
3 the duration of the scheduled shift time but were not paid for the entire continuous workday because
4 they received no compensation for time spent completing pre-shift and post-shift activities that
5 were integral and indispensable to the principal activities for which they were employed.

6 6. Following a lengthy discovery period in the State Court Action as well as the Federal
7 Court Action which included the production, review, and analysis of over one hundred thousand
8 pages of documents, multiple depositions, and written discovery, Plaintiffs—in the State Class
9 Action—moved for class certification under NRCP 23. The class certification motion was fully
10 briefed and set for a hearing in front of the State Court. Prior to the hearing on the motion for class
11 certification, the parties chose to participate in a private mediation in an effort to resolve both the
12 Federal Collective Action and the State Class Action.

13 7. The parties participated in three, full day, in-person mediation sessions with the
14 Honorable Jackie Glass (Ret.), eventually culminating in a conditional settlement of the Federal
15 Collective Action and State Class Action.

16 8. Over the next several months, the parties drafted, negotiated, finalized, and executed
17 the formal Settlement Agreement setting forth in detail all of the relevant and material terms of the
18 settlement. The parties then presented the Settlement Agreement to the State Court and Federal
19 Court via a joint hearing on August 15, 2025, and it was preliminarily approved by formal Order by
20 both Courts on August 25, 2025. The Order specified that the present Motion was to be filed by
21 September 22, 2025.

22 **Retention of Bailey Kennedy, LLP**

23 9. In 2023, Sgro & Roger and Plaintiffs sought to retain Bailey❖Kennedy as co-
24 counsel given Bailey❖Kennedy's substantial experience in complex civil litigation—including, but
25 not limited to, class action litigation. On November 21, 2023, Bailey❖Kennedy filed a Notice of
26 Appearance in the State Court Action, after agreeing with Sgro & Roger to associate as co-counsel
27 in both Courts (as Sgro & Roger's original Engagement Agreements contemplated).

28 10. Ultimately, on April 8, 2024, Plaintiffs signed a revised Engagement Agreement

1 with Bailey ❖ Kennedy and Sgro & Roger (the “Updated Engagement Agreement”), memorializing
2 the updated co-counsel arrangement. The Updated Engagement Agreement included a contingency
3 fee arrangement of 40% of the “Gross Amount Recovered,” to be split equally between
4 Bailey ❖ Kennedy and Sgro & Roger.

5 11. On June 5, 2024, Plaintiffs filed a Motion in Federal Court to approve
6 Bailey ❖ Kennedy as co-counsel, as well as to approve the Updated Engagement Agreement (the
7 “Motion to Approve”). On July 29, 2024, the Federal Court granted the Motion to Approve.

8 12. The Federal Court ruled that Bailey ❖ Kennedy was “approved as co-counsel for the
9 named and unnamed plaintiffs”, and that the Updated Engagement Agreement “is approved and
10 binding upon the named and unnamed plaintiffs.”

11 13. Consistent with the Order Granting the Motion to Approve, Class Counsel sent an
12 updated notice to all Opt-In Plaintiffs to advise them of the Updated Engagement Agreement.

13 **Bailey Kennedy’s Qualifications**

14 14. Bailey ❖ Kennedy is a highly-qualified, Nevada-based boutique litigation firm that
15 has represented numerous clients over the past two decades in complex business disputes.

16 15. Bailey ❖ Kennedy focuses on litigation (including class actions), appellate law,
17 hospital and healthcare law, business and corporate law, real estate law, administrative and gaming
18 law, and ethics and professional responsibility law. Its dynamic team of professionals represent,
19 among others, top healthcare facilities, publicly traded corporations, gaming companies, financial
20 institutions, travel and tourism leaders, public entities, real estate developers, entertainment
21 concerns, law firms, entrepreneurs and business professionals.

22 16. Bailey ❖ Kennedy has extensive experience in litigating class actions on both the
23 Plaintiff’s side as well as the defense side. Over the past 10 years, Bailey ❖ Kennedy has been
24 involved with numerous class actions, including many dealing with employment issues and wage
25 and hour issues. Bailey ❖ Kennedy has become adept at dealing with class certification issues as
26 well as the other unique characteristics of class actions.

27 17. Recently, Bailey ❖ Kennedy was named “Nevada Firm of the Year” by *Benchmark*
28 *Litigation*. Bailey ❖ Kennedy is consistently ranked among *Benchmark Litigation*’s “Highly

Recommended” law firms for Nevada.

18. In 2025, Bailey ❖ Kennedy received a Metropolitan Tier 1 ranking from U.S. News – Best Lawyers “Best Law Firms” for appellate practice, bet-the-company litigation, commercial litigation, health care law, health care litigation, and real estate law. Bailey ❖ Kennedy has received these designations for several years.

19. The attorneys and non-attorneys who worked on this action are qualified; they competently handled their respective assignments; and they had reasonable hourly rates that are comparable to those charged by complex commercial litigators in the Las Vegas market with commensurate levels of skill, experience, and reputation.

20. **Dennis Kennedy**

- a. Mr. Kennedy graduated from University of Washington Law School in 1975 and has been practicing law in Nevada for the past 50 years, primarily in the areas of civil litigation: complex commercial litigation, antitrust law, hospital and healthcare law, and ethics and professional responsibility law.
- b. Mr. Kennedy started as an associate at the law firm of Lionel Sawyer & Collins in 1975, became a shareholder and director there in 1979, and remained in that capacity until 2006. He then joined Bailey ❖ Kennedy and has been a partner ever since.
- c. Among other recognitions, Mr. Kennedy has been listed in *Best Lawyers in America* for appellate practice, commercial litigation, “Bet the Company” litigation, ethics and professional responsibility law, healthcare law, and real estate law. He has also been consistently recognized by *Chambers U.S.A.* as one of the top five (5) commercial litigators in the State of Nevada.

21. **John Bailey**

- a. Mr. Bailey graduated from the McGeorge School of Law in 1985 and has been practicing law in Nevada for the past 40 years in the areas of civil litigation, complex commercial litigation, gaming law, and healthcare and hospital law and litigation.

- b. From 1985 to 2001, Mr. Bailey worked at the law firm of Lionel Sawyer & Collins. Since 2001, Mr. Bailey has been the Managing Partner of Bailey ♦ Kennedy.
- c. Mr. Bailey has been recognized for his achievements by *Chambers*, *Benchmark Litigation*, *Super Lawyers*, and *Nevada Business Magazine*.

22. **Joseph Liebman**

- a. I graduated *magna cum laude* from Gonzaga University School of Law in 2006.
- b. For two years, I worked as an associate at the law firm of John H. Cotton & Associates. I joined Bailey ♦ Kennedy as an associate in 2008 and became a partner in 2014. For the past 19 years, I have primarily practiced in the areas of appellate advocacy, civil litigation, class action litigation, and real estate law and litigation.
- c. In 2025, *Best Lawyers in America* named me a “Best Lawyer” for Commercial Litigation. I have also been recognized in *Benchmark Litigation* and *Super Lawyers*.

23. **Paul Williams**

- a. Mr. Williams graduated from the University of Nevada, Las Vegas, William S. Boyd School of Law in 2011. He graduated *summa cum laude* and was an Articles Editor on the Nevada Law Journal.
- b. Mr. Williams has practiced law in Nevada since 2011. From 2011 to the present, he has been an attorney (initially an associate and, subsequently, a partner) at Bailey ♦ Kennedy.
- c. His practice focuses on complex civil disputes in such areas as healthcare law, commercial law, corporate law, business torts, and consumer law.
- d. He has substantial experience in class actions—including class actions involving consumer laws such as the Telephone Consumer Protection Act (“TCPA”)—as both counsel for plaintiffs and defendants. *See, e.g., Grider v. Clark County Collection Serv.*, Case No. 2:13-cv-01731-KJD-CWH (D. Nev.) (certified as

class counsel in action based on TCPA); *Bauman v. Saxe Management, LLC, et al.*, No. 2:14-cv-01125-RFB-BNW (D. Nev.) (certified as class counsel in action based on TCPA); *see also Torno v. Green Tree Servicing, LLC*, No. 2:15-cv-01018-APG-PAL (D. Nev.) (represented putative class representative based on violations of Nevada foreclosure laws); *Leroy Atkins v. MetLife, Inc.*, Case No. 2:19-cv-02004-RFB-NJK (D. Nev.) (represented defendants in putative class action based on contract-based claims); *Molly's Cheyenne, LLC v. BEKS Group, LLC*, Case No. A-15-719493-B (Nev. Eighth Jud. Dist. Ct.) (represented putative class representative based on fraud and contract-based claims).

24. As addressed in the billing records (discussed below), several other attorneys and paralegals provided smaller amounts of billable time on these matters. All of these attorneys and paralegals—as current or former employees Bailey ❖ Kennedy—were well-qualified to provide legal services on these matters.

Billing Summary

25. I have thoroughly reviewed Bailey ❖ Kennedy's billing entries for the entirety of the Federal Court Action and State Court Action. The attorneys' fees listed in them were actually and necessarily incurred by Bailey ❖ Kennedy and were reasonable given the type of work, the amount of work, the length of these matters, and the relief sought and obtained.

26. Since Bailey ❖ Kennedy was retained in these actions, it has endeavored to delineate time entries associated with the State Court Action and time entries associated with the Federal Court Action.

27. Due to significant overlap between the two matters, many entries were split 50/50 between the State Court Action and Federal Court Action, as they were related to both.

28. In the State Court Action, from October 10, 2023, through September 4, 2025, Bailey ❖ Kennedy billed 945.25 hours for a total amount of \$532,750.00.

29. In the State Court Action, the 945.25 billing hours are summarized by timekeeper as follows:

Timekeeper	Billing Rate	Hours	Total
Dennis Kennedy	\$950-\$1,000/hour ¹	19.75	\$19,287.50
John Bailey	\$850-\$900/hour	57.75	\$51,350.00
Joseph Liebman	\$475-\$550/hour	792.25	\$434,818.75
Paul Williams	\$450-\$500/hour	31.75	\$14,387.50
Joshua Gilmore	\$475-\$525/hour	2	\$1,037.50
Jarod Penniman	\$315/hour	2.75	\$866.25
Joshua Dickey	\$525/hour	1	\$525.00
Giacomo (Jack) Silvestri (Law Clerk)	\$300/hour	23.75	\$7,125.00
Ashley Lacroix (Paralegal)	\$235-\$250/hour	14.25	\$3,352.50
TOTALS		945.25	\$532,750.00

30. In the Federal Court Action, from September 26, 2023, through September 4, 2025, Bailey ♦ Kennedy billed 719.25 hours for a total amount of \$412,616.25.

31. In the Federal Court Action, the 719.25 billing hours are summarized by timekeeper as follows:

Timekeeper	Billing Rate	Hours	Total
Dennis Kennedy	\$900-\$1,000/hour	41	\$40,137.50
John Bailey	\$850-\$900/hour	62	\$53,762.50
Joseph Liebman	\$475-\$550/hour	471.5	\$255,856.25
Paul Williams	\$450-\$500/hour	107.75	\$48,158.75
Joshua Gilmore	\$475-\$525/hour	5.75	\$2,818.75
Jarod Penniman	\$315/hour	2.75	\$866.25
Joshua Dickey	\$525/hour	12	\$6,300.00
Brenna Irving	\$300/hour	12.5	\$3,750.00
Ashley Lacroix (Paralegal)	\$235-\$250/hour	4	\$966.25

¹ Rates are adjusted annually to account for typical increases in attorney rates in the community.

TOTALS		719.25	\$412,616.25
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32. Between the State Court Action and the Federal Court Action, Bailey ♦ Kennedy has billed a total of 1,664.5 hours for a total of \$945,366.25.

33. Accordingly, the State Court Action accounted for 56.4% and the Federal Court Action accounted for 43.6% of the total billing for Bailey ♦ Kennedy on these matters.

34. There are more time entries associated with the State Court Action as compared to the Federal Court Action primarily due to the Motion for Class Certification and all briefing and time entries related thereto. Bailey ♦ Kennedy took the lead in drafting the Class Certification briefing, and because it did not relate to the Federal Court Action, it was billed entirely to the State Court Action. Bailey ♦ Kennedy also took the lead in researching additional state law claims to assert, as well as the preparation and finalization of a First Amended Complaint in the State Court Action, which was billed solely to the State Court Action.

35. As shown above, I was the primary attorney on the State Court Action and Federal Court Action from Bailey ♦ Kennedy, and I handled the vast majority of the tasks that were necessary to litigate these matters. This efficient approach limited unnecessary billing from more senior partners with higher billing rates.

36. With respect to Metro’s initial document production in response to Plaintiffs’ initial written discovery requests, I spent 81.5 hours in total digesting, reviewing, analyzing, and summarizing these documents.

37. With respect to the Proxy reports produced by Metro, I spent 51 hours in total digesting, reviewing, analyzing, and summarizing these documents.

38. Bailey ♦ Kennedy’s rates in these matters are its standard hourly rates for civil litigation matters. As a partner, I am involved in setting hourly rates for our attorneys and non-attorneys. Our rates are reasonable in this community for matters of this type. I am familiar with hourly rates customarily charged by attorneys and non-attorneys of law firms in Southern Nevada and allowed by state and federal courts in Nevada for professional services rendered in civil litigation.

EXHIBIT 3

8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302

TELEPHONE 702.562.8820
FACSIMILE 702.562.8821
WWW.BAILEYKENNEDY.COM

BAILEY ♦
KENNEDY
ATTORNEYS AT LAW

DENNIS L. KENNEDY

DIRECT DIAL
702.851.0047

DKENNEDY@BAILEYKENNEDY.COM

April 8, 2024

Via Email

Daniel Coyne
6289 Highland Gardens Drive
North Las Vegas, Nevada 89031
dclv50@gmail.com

David Denton
2205 Bon Papa Court
Henderson, Nevada 89044
daviddenton3@icloud.com

Sean Bollig
1165 Cold Breeze Drive
Henderson, Nevada 89002
sean.bollig23@gmail.com

Re: Engagement of Bailey ♦ Kennedy

Dear all:

This letter will confirm that BAILEY ♦ KENNEDY and SGRO & ROGER (jointly, “Counsel”) have been engaged as attorneys for Daniel Coyne, David Denton, and Sean Bollig (the “Clients”) on the terms described in this letter. This letter supersedes and replaces your prior engagement agreements with SGRO & ROGER; provided, however, if the United States District Court does not approve this engagement agreement, your prior engagement agreements with SGRO & ROGER will remain effective and binding as to the matter entitled *Coyne, Daniel, et al. v. Las Vegas Metropolitan Police Department*, Case No. 2:22-cv-00475-APG-DJA.

Scope of Engagement

Counsel is engaged to provide legal services on the following matters: representation of the Clients in the cases styled *Coyne, Daniel, et al. v. Las Vegas Metropolitan Police Department*, Case No. A-22-848354-C, in District Court, Clark County, Nevada, and *Coyne, Daniel, et al. v. Las Vegas Metropolitan Police Department*, Case No. 2:22-cv-00475-APG-DJA, in the United States District Court, District of Nevada (the “Matter”). Clients understand and acknowledge that they are engaging Counsel to represent them as part of the collective and/or class action concerning the Las Vegas Metropolitan Police Department’s (“LVMPD”) failure to pay Clients, and others similarly situated, for overtime work.

Daniel Coyne
David Denton
Sean Bollig
April 8, 2024
Page 2

CONTINGENCY FEE

COUNSEL WILL RECEIVE A CONTINGENCY FEE IN THIS CASE. THAT FEE WILL BE COMPUTED AS FOLLOWS:

1. FORTY PERCENT (40%) OF THE GROSS AMOUNT RECOVERED BY THE CLIENTS, WHETHER BY COMPROMISE, SETTLEMENT OR OTHERWISE BEFORE A TRIAL IN THE MATTER.

2. FIFTY PERCENT (50%) OF THE GROSS AMOUNT RECOVERED BY THE CLIENTS IN THE MATTER IF THERE IS AN APPEAL IN THE MATTER. AN APPEAL WILL BE DEEMED TO HAVE OCCURRED IF, FOLLOWING A TRIAL, A NOTICE OF APPEAL IS FILED IN THE MATTER.

THE “GROSS AMOUNT RECOVERED” MEANS ALL MONEY OR OTHER THING[S] OF VALUE RECOVERED BY THE CLIENTS, INCLUDING ANY ATTORNEY’S FEES AWARDED BY A COURT, BUT NOT INCLUDING COSTS AND EXPENSES AWARDED BY THE COURT WHICH HAVE PREVIOUSLY BEEN PAID BY THE CLIENTS. SPECIFICALLY, IF THE MATTER IS SETTLED OR RESOLVED IN WHOLE OR IN PART WITH THE CLIENTS RECEIVING SOMETHING OF VALUE OTHER THAN CASH, COUNSEL SHALL BE ENTITLED TO A FEE BASED UPON THE VALUE OF THE PROPERTY OR THING RECEIVED, AND COUNSELS’ FEE SHALL BE PAID IN CASH BY THE CLIENTS.

IN THE EVENT THAT COUNSEL BECOMES ENTITLED TO A CONTINGENT FEE, THE CLIENTS AUTHORIZES COUNSEL TO REQUIRE THAT COUNSELS’ CONTINGENT FEE BE PAID DIRECTLY TO IT OUT OF ANY CASH PROCEEDS, WITH THE BALANCE TO BE PAID DIRECTLY TO THE CLIENTS BY COUNSEL (BY SEPARATE CHECK OR WIRE TRANSFER). IF THE SETTLEMENT IS “STRUCTURED” (PAID OVER TIME), CLIENTS AND COUNSEL SHALL EACH RECEIVE FIFTY PERCENT (50%) OF EACH PAYMENT UNTIL SUCH TIME COUNSEL OR CLIENTS HAVE RECEIVED THE FULL AMOUNT TO WHICH THEY ARE ENTITLED (AT WHICH POINT THE PARTY THAT HAS NOT RECEIVED THE FULL AMOUNT TO WHICH THEY ARE ENTITLED SHALL CONTINUE TO RECEIVE PAYMENTS).

Daniel Coyne
David Denton
Sean Bollig
April 8, 2024
Page 3

ACCORDINGLY, AND PURSUANT TO NEVADA RULE OF PROFESSIONAL CONDUCT 1.5(C)(2), THE FEE WILL BE CALCULATED AS A PERCENTAGE OF THE GROSS RECOVERY.

OTHER FEE AGREEMENTS WERE DISCUSSED (I.E., HOURLY FEES AND BLENDED AND HYBRID RATES), BUT THE PARTIES DETERMINED THAT A CONTINGENT FEE AT THESE RATES WAS APPROPRIATE.

Division of Fees Among BAILEY ♦ KENNEDY and SGRO & ROGER

Pursuant to Nevada Rule of Professional Conduct 1.5(e), BAILEY ♦ KENNEDY and SGRO & ROGER will be compensated out of the fees earned under this engagement letter based upon the following division of fees:

1. For any fees awarded on a contingent fee basis, all fees will be divided equally between BAILEY ♦ KENNEDY and SGRO & ROGER (i.e., 50% to BAILEY ♦ KENNEDY and 50% to SGRO & ROGER); and/or
2. To the extent any fees are awarded based on hourly basis, then fees shall be apportioned based upon the value of time accrued by BAILEY ♦ KENNEDY and SGRO & ROGER. To the extent any fee award is unable to fully reimburse BAILEY ♦ KENNEDY and SGRO & ROGER for the value of time accrued, then the fee award will be divided based on the ratio of the value of the time accrued.

Costs and Expenses

Counsel will incur various costs and expenses on the Clients' behalf. Costs are incurred in-house by Counsel. Expenses are incurred through invoices from a third party. Typical expense items include, but are not limited to: courier or messenger services, travel expenses, transcripts, witness fees, process fees, on-line legal research, and filing and recordation fees. Online legal research expenses will incorporate any subscription discount that Counsel receives from the vendor's retail prices.

Typical cost items include, but are not limited to: photocopies, facsimile transmissions, word processing, and postage. Counsel may use an electronic document management program or company for organizing documents produced and received in the Matter. Conversion of files into the document management program typically will be billed as a cost to the Clients.

Daniel Coyne
David Denton
Sean Bollig
April 8, 2024
Page 4

Costs will be charged under Counsels' standard practices for assessing and charging costs to its clients. Expenses will be passed through to the Clients at actual cost, unless otherwise noted above. Whenever practical, Counsel will not commit to a major expense or cost item without first discussing it with the Clients.

Notwithstanding the foregoing, Counsel will not receive payment of costs and expenses until the conclusion of the representation and in no event shall Clients be personally liable for costs advanced on their behalf.

Billing

Because this a contingent fee case and because Counsel are advancing costs and expenses, Counsel will not send monthly bills to the Clients.

General Responsibilities

The Clients shall cooperate fully and candidly with Counsel with respect to the Matter. The Clients shall provide all information known by or available to the Clients which may aid Counsel in representing the Clients in the Matter.

The Clients shall be available to Counsel for consultation on reasonable notice and will provide such decisions or directions as Counsel may need for the appropriate handling of the Matter.

In the event the Clients perceive any actual or possible disagreement with Counsel or Counsels' handling of the Matter, the Clients shall promptly and candidly discuss the problem with Counsel.

Counsel agrees to keep the Clients informed as to the status of the Matter and as to the course of action which is being followed or is being recommended by Counsel. Counsel encourages the Clients to participate in all major decisions involving the Matter and to communicate with Counsel. Unless otherwise directed by the Clients, Counsel will provide the Clients copies of all significant documents sent or received by Counsel in connection with the Matter.

All of Counsel's work product will be owned by Counsel and may be utilized in whole or in part by Counsel or the Clients in other projects.

Daniel Coyne
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Confidentiality of Communications

All communications between Counsel and the Clients—whether written, oral or electronic—are confidential, and the Clients agree to take all reasonable precautions to ensure that the confidentiality of these communications is preserved. This includes, at a minimum, ensuring that (i) written communications are not read by other persons, (ii) oral conversations are not overheard by other persons, (iii) electronic communications are not accessible by other persons, and (iv) the communications between the Clients and Counsel are not disclosed to other persons. Unless otherwise instructed by the Clients, written communications will be sent by email to the Clients' email address. If the Clients communicate with Counsel by email, such communications must come from the Clients' private email address, and not from a third-party's email address (including work email addresses). The Clients agree to ensure that the Clients' emails are secure and are not scanned or harvested by the Clients' email provider.

Insurance Coverage/Indemnification Agreements

The Clients agree to advise Counsel as promptly as possible of any insurance policies or other agreements which may provide for insurance coverage, indemnification and/or payment of attorney's fees and costs, in whole or in part, with respect to the Matter.

NRPC 1.5 ADMONITIONS

IN THE EVENT LITIGATION IS COMMENCED AND THE CLIENTS LOSE, THE CLIENTS MAY BE LIABLE FOR THE OPPOSING PARTY'S ATTORNEYS' FEES, AND WILL ALSO BE LIABLE FOR THE OPPOSING PARTY'S COSTS AS REQUIRED BY LAW.

A SUIT BROUGHT SOLELY TO HARASS OR TO COERCE A SETTLEMENT MAY RESULT IN LIABILITY FOR MALICIOUS PROSECUTION OR ABUSE OF PROCESS.

Conflicts

Counsel represents many other entities and individuals. It is possible that some of Counsel's present or future clients will have disputes with the Clients during this engagement. Therefore, as a condition to Counsel's undertaking this engagement, the Clients agree that Counsel may continue to represent, or may undertake in the future to represent, existing or new clients in any matter that is not substantially related to the Matter, even if the interests of such

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clients in those other matters are directly adverse to the Clients. The Clients' prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as the result of Counsels' representation of the Clients, Counsel has obtained sensitive, proprietary or other confidential information that, if known to any such other clients of Counsel, could be used in any such other matter by such clients to the material disadvantage of the Clients.

Consent and Waiver of Potential Conflicts

Counsel is representing multiple clients in the Matter, and its ability to do so is governed by the Nevada Rules of Professional Conduct ("RPC"); specifically, RPC 1.7, which provides as follows:

RPC 1.7. Conflict of Interest: Current Clients.

- (a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:
 - (1) The representation of one client will be directly adverse to another client; or
 - (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.
- (b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:
 - (1) The lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
 - (2) The representation is not prohibited by law;
 - (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and

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Sean Bollig
April 8, 2024
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- (4) Each affected client gives informed consent, confirmed in writing.

Counsel has discussed the issues raised by RPC 1.7 with the Clients and has determined that it will be able to represent each of the Clients in the Matter. Specifically:

- No Client is directly adverse to any other Client in the Matter.
- No Client intends to make a claim against any other Client in the Matter, nor is there any significant risk that such a claim will be made in the future.

RPC 1.7 requires that the Clients receive an explanation of the risks and advantages of this joint representation. The primary benefit of joint representation is that all the Clients seek to pursue claims against the same persons or entities in the Matter. Joint representation minimizes the legal fees and costs incurred in presenting the Clients' claims, and also permits the Clients to make a stronger, more unified presentation of their claims,

There are also risks and limitations arising from this joint representation. For example, one Client might be able to independently negotiate a satisfactory resolution of the Matter. However, any resolution negotiated by Counsel must be consistent with the interests of all the Clients.

Joint representation of clients in a matter also affects the attorney-client privilege and the confidentiality of communications. Specifically:

(a) Privilege

The Clients will continue to maintain the attorney-client privilege with respect to all non-clients; however, if a dispute arises among the Clients with respect to the Matter, there is no attorney-client privilege with respect to communications with Counsel relating thereto.

(b) Confidentiality

Counsel will treat as confidential all communications from the Clients and all other information relating to the representation of the Clients in the Matter. However, as a condition of this joint representation, each Client consents and authorizes Counsel to share with all other Clients represented in the Matter any information, material or communication received from any Client with respect to the Matter.

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Sean Bollig
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(c) Waiver of RPC 2.2(c)

While RPC 2.2(c) may not apply to the joint representation contemplated by this engagement letter, it must be explained and addressed. Simply stated, RPC 2.2(c) provides that where Counsel is acting as an intermediary (as defined in RPC 2.2), any one of the clients represented by Counsel in the intermediation may request that Counsel withdraw from the representation, and further provides that Counsel must then withdraw from representing all the clients in the intermediation. Because of the substantial investment of time and money that Counsel and the Clients have (and will have) in the Matter, and because of the express waivers of privilege and confidentiality stated above, the Clients expressly waive the provisions of RPC 2.2(c) and agree that in the event Counsel withdraws from the representation of one or more Clients in the Matter for any reason, Counsel may continue to represent each and every other remaining Client in the Matter, and that no Client will allege or in any manner assert that Counsel is, by virtue of information received from any Client in connection with the Matter, disqualified from continuing to represent the other Clients in the Matter.

At this time, Counsel reasonably believes that its representation of all the Clients in the Matter will not be materially limited by its simultaneous representation of each of them individually. Counsels' belief is strengthened by the fact that the Clients jointly seek the same relief in the Matter. However, if circumstances change, Counsel may have to withdraw from representing one or more of the Clients in the Matter. For example, if a dispute arises between or among the Clients, the dispute may create a conflict of interest that cannot be waived or that does materially limit Counsels' ability to jointly represent the Clients; or the Clients' positions with respect to the arguments to be made in the Matter may diverge so that it is not possible for Counsel to represent all of them. The potential for such future conflicts which might arise is another risk to consider in consenting to this joint representation.

If the Clients desire any further discussion or explanation of the potential risks and benefits of this joint representation, please call me at (702) 562-8820. However, Counsel cannot advise any Client whether joint representation would be in that Client's best interests, and each Client should consult with independent counsel of his own choosing if assistance in making that determination is needed.

Termination of Representation

Counsel reserves the right to withdraw from the engagement if the Clients fails to honor this engagement letter or for any reason permitted by the Rules of Professional Conduct. The Clients reserve the right to terminate this engagement without cause. Notification of termination

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Sean Bollig
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or withdrawal shall be made in writing and shall be effective upon receipt. In the event of such termination or withdrawal, Counsel shall have a lien upon the file and the cause of action, and shall be entitled to a fee as determined in the Dispute Arbitration as provided herein; provided, however, that the fee shall be no less than the fee which would have been payable at Counsels' normal hourly rates.

Upon termination or withdrawal from this engagement, Counsel agrees to cooperate with any successor counsel in the transition of the representation.

Dispute Arbitration

ANY OTHER RULE OR STATUTE NOTWITHSTANDING, ALL DISPUTES ARISING FROM OR RELATING TO THIS ENGAGEMENT, INCLUDING, BUT NOT LIMITED TO, ANY DISPUTE AS TO THE AMOUNT OF LEGAL FEES, COSTS, OR EXPENSES SHALL BE SUBMITTED FOR FINAL AND BINDING ARBITRATION IN NEVADA.

If the entire dispute can and will be heard by the Fee Dispute Committee of the State Bar of Nevada, then that shall be the forum for arbitration, with each party to bear its own attorneys' fees and costs.

If the entire dispute cannot or will not be heard by the Fee Dispute Committee of the State Bar of Nevada, then the entire dispute shall be submitted for arbitration by a single arbitrator before JAMS in Las Vegas, Nevada, with each party to bear its own attorneys' fees and costs regardless of any contrary statutes, rules, or procedures; however, costs of the arbitration, such as JAMS' costs and the arbitrator's fees, will be split equally between the Clients and Counsel. The arbitration shall be conducted in accordance with the then-existing JAMS Comprehensive Arbitration Rules & Procedure. Any disputes over the formation, existence, validity, interpretation, scope, or enforceability (including, but not limited to, whether a party has waived their right to seek arbitration) of this agreement to arbitrate shall be decided by the arbitrator.

This provision does not preclude Counsel from availing itself of its lien rights under NRS 18.015 and Nevada law, nor does it preclude Counsel from adjudicating and enforcing its lien rights under NRS 18.015 in the court in which the Matter is pending.


Daniel Coyne
David Denton
Sean Bollig
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THE CLIENTS HEREBY AUTHORIZE AND ACKNOWLEDGES THAT BY AGREEING TO ARBITRATION, THE CLIENTS ARE WAIVING IMPORTANT RIGHTS UNDER NEVADA LAW, SUCH AS THE RIGHT TO A JURY TRIAL, THE RIGHT TO BROAD DISCOVERY, AND, POSSIBLY, THE RIGHT TO AN APPEAL.

Daniel Coyne

Month / Day / Year


 / /
 Month / Day / Year


 Sean Bollig (Apr 12, 2024 16:35 PDT)

Sean Bollig

04/12/2024 /
 Month / Day / Year

BAILEY ♦ KENNEDY

By:  04 / 08 / 2024
Dennis L. Kennedy Month / Day / Year

SGRO & ROGER

By: _____ / /
Tony Sgro Month / Day / Year

Daniel Coyne
David Denton
Sean Bollig
April 8, 2024
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**THE CLIENTS HEREBY AUTHORIZE AND ACKNOWLEDGES THAT BY
AGREEING TO ARBITRATION, THE CLIENTS ARE WAIVING IMPORTANT
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RIGHT TO BROAD DISCOVERY, AND, POSSIBLY, THE RIGHT TO AN APPEAL.**

Daniel Coyne
Daniel Coyne (Apr 10, 2024 10:20 PDI)

Daniel Coyne

04/10/2024 /

Month / Day / Year

David Denton

 / /


Month / Day / Year

Sean Bollig

 / /

Month / Day / Year

BAILEY ♦ KENNEDY

By: 
Dennis L. Kennedy

04 / 08 / 2024

Month / Day / Year

SGRO & ROGER

By: 
Tony Sgro

4 / 18 / 24

Month / Day / Year

Daniel Coyne
David Denton
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Page 10

**THE CLIENTS HEREBY AUTHORIZE AND ACKNOWLEDGES THAT BY
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RIGHT TO BROAD DISCOVERY, AND, POSSIBLY, THE RIGHT TO AN APPEAL.**

Daniel Coyne

Month / Day / Year



David Denton

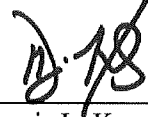
04/09/2024

Month / Day / Year

Sean Bollig

Month / Day / Year

BAILEY ❖ KENNEDY

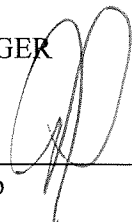
By: 

Dennis L. Kennedy

04 / 08 / 2024

Month / Day / Year

SGRO & ROGER

By: 

Tony Sgro

4, 18, 24

Month / Day / Year

Daniel Coyne
David Denton
Sean Bollig
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Governing Law and Rules of Professional Conduct

This engagement letter shall be interpreted and enforced in accordance with the laws of the State of Nevada without regard to its choice of law principles.

Counsels' services shall be governed by the Rules of Professional Conduct, without regard to where the services are actually performed.

Effort and Outcome

Counsel agrees to competently and diligently represent the Clients in the Matter. The Clients acknowledge that Counsel has given no assurances regarding the outcome of the Matter.

Commencement of Representation

All services provided by Counsel prior to the execution of this engagement letter are agreed to have been requested and provided pursuant to the terms of this letter.

Retention of Files

The Clients are responsible for maintaining their own copy of documents forwarded to the Clients by Counsel. Counsel will endeavor, subject to casualties beyond its control, to retain and maintain the major and significant components of Counsels' files relative to the Matter in an electronic format during the pendency of the Matter and for a period of at least five (5) years following the conclusion of the Matter. Unless advised by the Clients to the contrary, Counsel will not maintain a hard copy file, except in the case of documents bearing an original signature.

Subsequent Matters

In the event that the Clients engage Counsel to handle subsequent matters, then unless otherwise agreed in writing between Counsel and the Clients, those subsequent matters shall be governed by the terms and conditions of a separate engagement letter.

Integration

This engagement letter contains the entire agreement between the Clients and Counsel regarding the Matter and the fees, costs and expenses relative to the Matter. The letter supersedes and replaces all prior engagement agreements between Clients and Sgro & Roger;

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Sean Bollig
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provided, however, if the United States District Court does not approve this engagement agreement, your prior engagement agreements with SGRO & ROGER will remain effective and binding as to the matter entitled *Coyne, Daniel, et al. v. Las Vegas Metropolitan Police Department*, Case No. 2:22-cv-00475-APG-VCF.

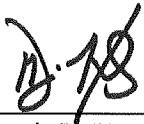
This letter shall not be modified except by written agreement signed by Counsel and the Clients. This engagement letter shall be binding upon the Clients and Counsel and their respective heirs, executors, legal representatives and successors.

Review by Other Counsel

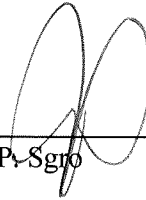
This engagement letter is a binding legal document with significant consequences. The Clients are encouraged to have it reviewed by other counsel of the Clients' choice prior to execution by the Clients.

Please sign a copy of this letter in the space provided on page 10 above and where indicated below, and return it promptly to Counsel.

Sincerely,



Dennis L. Kennedy



Tony P. Sgro

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Daniel Coyne
David Denton
Sean Bollig
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The terms and conditions expressed in the foregoing engagement letter are agreed to and accepted.

Dated: 10/04/24, 2024.

Daniel Coyne
Daniel Coyne (Apr 10, 2024 10:20 PDT)

Daniel Coyne

Dated: 04/29/2024, 2024.

DD
David Denton (Apr 29, 2024 11:28 PDT)

David Denton

Dated: 04/29/2024, 2024.

SB
Sean Bollig (Apr 29, 2024 11:27 PDT)

Sean Bollig

2024.04.19 Fully Executed Engagement Letter[44]

Final Audit Report

2024-04-29

Created:	2024-04-29
By:	Alexis Williams (awilliams@sgroandroger.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV3MIBJ4VoleSfrqW7Jj1i6P2Maue5Ybt

"2024.04.19 Fully Executed Engagement Letter[44]" History









-  Document created by Alexis Williams (awilliams@sgroandroger.com)
2024-04-29 - 6:25:57 PM GMT
-  Document emailed to David Denton (daviddenton3@icloud.com) for signature
2024-04-29 - 6:26:03 PM GMT
-  Document emailed to Sean Bollig (sean.bollig23@gmail.com) for signature
2024-04-29 - 6:26:03 PM GMT
-  Email viewed by Sean Bollig (sean.bollig23@gmail.com)
2024-04-29 - 6:26:38 PM GMT
-  Document e-signed by Sean Bollig (sean.bollig23@gmail.com)
Signature Date: 2024-04-29 - 6:27:15 PM GMT - Time Source: server
-  Email viewed by David Denton (daviddenton3@icloud.com)
2024-04-29 - 6:28:19 PM GMT
-  Document e-signed by David Denton (daviddenton3@icloud.com)
Signature Date: 2024-04-29 - 6:28:54 PM GMT - Time Source: server
-  Agreement completed.
2024-04-29 - 6:28:54 PM GMT

EXHIBIT 4



Please Respond to Las Vegas Office

August 27, 2024

Via Email Only

**RE: Daniel Coyne et al v. Las Vegas Metropolitan Police Department (“LVMPD”)
Case No. 2:22-cv-00475**

To Opt-In Plaintiffs:

Each recipient of this correspondence has timely submitted a Consent to Join Lawsuit as a Party Plaintiff and you have been included as an Opt-in Plaintiff in the above-referenced action which alleges claims against LVMPD under the Fair Labor Standards Act, 29 USC § 216(b) for unpaid overtime wages.

Please allow this correspondence to serve as a status update with respect to the above-referenced action. As you are each aware, Sgro & Roger is counsel for the Named and Opt-in Plaintiffs in this action. The Attorney Engagement and Fee Agreement that was entered into between the Named Plaintiffs (Daniel Coyne, David Denton, and Sean Bollig) and Sgro & Roger provided that Sgro & Roger had the right to associate other attorneys to represent the Plaintiffs (including the Opt-in Plaintiffs) so long as the association of additional counsel did not result in additional attorney’s fees being charged to the Plaintiffs.

Additionally, each of you received notice of this lawsuit via a “Notice of Right to Join Pending Lawsuit” which stated, in part, that by joining the above-referenced lawsuit as an Opt-in Plaintiff, you were agreeing to be bound by the “decisions and agreements made and entered into by the Named Plaintiffs.” Accordingly, you are bound by the decisions and agreements (including the Attorney Engagement and Fee Agreement) entered into by the Named Plaintiffs with respect to this matter.

In April of 2024, Sgro & Roger and the Named Plaintiffs (Daniel Coyne, David Denton, and Sean Bollig) entered into an Engagement Agreement with the law firm Bailey Kennedy, LLP (the “Revised Engagement Agreement”). Via this Revised Engagement Agreement, Bailey Kennedy, LLP was retained to serve as co-counsel, with Sgro & Roger, on behalf of the Plaintiffs.

Bailey Kennedy, LLP is a law firm based in Las Vegas, Nevada that has substantial experience in complex civil litigation, including mass tort and class action litigation, and Bailey Kennedy, LLP will serve as an excellent resource in assisting to prosecute your claims.

The retention of Bailey Kennedy, LLP **does not** result in the Plaintiffs incurring or being charged any additional attorney’s fees via this lawsuit. Rather, Sgro & Roger and Bailey Kennedy, LLP have agreed to split the attorney’s fees (if any) that are earned from their representation of the Plaintiffs in this action 50/50. The fee that counsel will earn from their representation of Plaintiffs in

this action has always been, and will continue to be, a contingency fee as follows:

- A) Counsel is entitled to recover attorney's fees in the amount of forty percent (40%) of the gross amount recovered by the Plaintiffs, whether by compromise, settlement, or otherwise before a trial in the matter.
- B) Counsel is entitled to recover attorney's fees in the amount of fifty percent (50%) of the gross amount recovered by the Plaintiffs if, following a trial, an appeal is filed. An appeal will be deemed to have occurred if, following trial, a notice of appeal is filed.

On June 5, 2024, Sgro & Roger and Bailey Kennedy, LLP filed a Motion to Approve Bailey Kennedy, LLP as Co-Counsel and to Approve the Revised Engagement Agreement for Plaintiffs.

On July 29, 2024, the Court filed an Order Granting the Plaintiffs' Motion to Approve Bailey Kennedy, LLP as Co-Counsel and to Approve the Revised Engagement Agreement. A copy of the Motion and Order to Approve Bailey Kennedy, LLP as Co-Counsel and to Approve the Revised Engagement Agreement is attached hereto for your records and review. Bailey Kennedy, LLP now represents you as co-counsel with Sgro & Roger in the above-referenced action. You may contact Bailey Kennedy, LLP at:

Bailey Kennedy, LLP
8984 Spanish Ridge Avenue,
Las Vegas, NV 89148
Telephone: 702 562 8820

While you are certainly free to contact Bailey Kennedy's office, we recommend that any inquiries regarding the status of the case continue to be directed through Sgro & Roger at: classactions@sgroandroger.com.

Additionally, on May 21, 2024, the Court granted a Stipulation and Order to Extend Discovery Deadlines. Discovery is ongoing and the next discovery deadline is set to occur on December 10, 2024. On or before this date, both parties (the Plaintiffs and the Defendant) must have made their initial expert disclosures to the other side. A copy of the Stipulation and Order to Extend Discovery Deadlines that was filed on May 21, 2024 is attached hereto for your reference.

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LAS VEGAS | RENO | MILAN

As always, if you have any questions regarding this matter, please do not hesitate to reach out. We will continue to provide periodic updates as the case progresses.

Respectfully,
SGRO & ROGER

/s/ Alanna C. Bondy

Alanna C. Bondy, Esq.

cc:

Paul Williams – pwilliams@baileykennedy.com

Joseph Liebman – jl Liebman@baileykennedy.com

Sharon Murnane – smurnane@baileykennedy.com

EXHIBIT 5

MEMC

JOHN R. BAILEY

Nevada Bar No. 0137

DENNIS L. KENNEDY

Nevada Bar No. 1462

JOSEPH A. LIEBMAN

Nevada Bar No. 10125

PAUL C. WILLIAMS

Nevada Bar No. 12524

JAROD B. PENNIMAN

Nevada Bar No. 16299

BAILEY ♦ KENNEDY

8984 Spanish Ridge Avenue

Las Vegas, Nevada 89148-1302

Telephone: 702.562.8820

Facsimile: 702.562.8821

JBailey@BaileyKennedy.com

DKennedy@BaileyKennedy.com

JLiebman@BaileyKennedy.com

PWilliams@BaileyKennedy.com

JPenniman@BaileyKennedy.com

ANTHONY P. SGRO

Nevada Bar No. 3811

ALANNA C. BONDY

Nevada Bar No. 14830

SGRO & ROGER

2901 El Camino Avenue, Suite 204

Las Vegas, Nevada 89102

Telephone: 702.384.9800

Facsimile: 702.665.4120

TSgro@SgroandRoger.com

ABondy@SgroandRoger.com

Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

DANIEL COYNE, individually and on behalf of
those similarly situated; DAVID DENTON,
individually and on behalf of those similarly
situated; and SEAN BOLLIG, individually and on
behalf of those similarly situated,

Plaintiffs,

vs.

LAS VEGAS METROPOLITAN POLICE
DEPARTMENT,

Defendant.

Case No. A-22-848354-C

Dept. No. XV

**PLAINTIFFS' VERIFIED
MEMORANDUM OF COSTS**

PLAINTIFFS' VERIFIED MEMORANDUM OF COSTS

Plaintiffs Daniel Coyne, David Denton, and Sean Bollig (collectively, "Plaintiffs") submit this Verified Memorandum of Costs in support of their Motion for Attorney's Fees and Costs.

Plaintiffs, through Bailey❖Kennedy, incurred the following recoverable costs in this action:

1. CLERK'S FEES.....\$411.97¹

11/21/2023	Electronic Filing Fee for Notice of Appearance	\$3.50
01/10/2024	Electronic Filing Fee for Notice of Entry of Stipulation and Order to Continue Deadlines (Second Request)	\$3.50
01/22/2024	Electronic Filing Fee for (1) Plaintiffs' Motion for Class Certification; and (2) Appendix of Exhibits to Plaintiffs' Motion for Class Certification	\$3.50
01/22/2024	Court Fee for filing of (1) Plaintiffs' Motion for Class Certification; and (2) Appendix of Exhibits to Plaintiffs' Motion for Class Certification	\$359.47
04/29/2024	Electronic Filing Fee for Notice of Disassociation of Counsel	\$3.50
08/20/2024	Electronic Filing Fee for Notice of Entry of Stipulation and Order to Continue Hearing on Plaintiffs' Motion for Class Certification	\$3.50
09/18/2024	Electronic Filing Fee for Notice of Entry of Stipulation and Order to Continue Hearing on Plaintiffs' Motion for Class Certification Pending Private Mediation	\$3.50
09/27/2024	Electronic Filing Fee for (1) Reply in Support of Plaintiffs' Motion for Class Certification; and (2) Appendix of Exhibits to Reply in Support of Plaintiffs' Motion for Class Certification	\$3.50
01/06/2025	Electronic Filing Fee for Notice of Entry of Stipulation and Order to Continue Hearing on Plaintiffs' Motion for Class Certification Pending Continuation of Private Mediation	\$3.50
02/04/2025	Electronic Filing Fee for Joint Status Report Regarding Mediation	\$3.50
02/25/2025	Electronic Filing Fee for Notice of Entry of Stipulation and Order to Continue Hearing on Plaintiffs' Motion for Class Certification	\$3.50
03/07/2025	Electronic Filing Fee for Notice of Entry of Stipulation and Order to Continue Hearing on Plaintiffs' Motion for Class Certification	\$3.50
03/28/2025	Electronic Filing Fee for Notice of Entry of Stipulation and Order to Vacate Hearing on Plaintiffs' Motion for Class Certification	\$3.50

¹ True and correct copies of receipts for the Clerk's fees incurred by Plaintiffs in this action are attached hereto.

07/02/2025	Electronic Filing Fee for Notice of Entry of Stipulation and Order to Continue Status Check Hearing on Settlement Documents	\$3.50
08/25/2025	Electronic Filing Fee for Notice of Entry of Order Granting Preliminary Approval of Class Action and FLSA Collective Action Settlement	\$3.50
09/15/2025	Electronic Filing Fee for Notice of Entry of Stipulation and Order to Revise Settlement Notice Deadlines	\$3.50

2. REPORTERS' FEES..... N/A

3. JURORS' FEES & EXPENSES N/A

4. WITNESS FEES N/A

5. EXPERT FEES\$10,392.12²

11/18/2024	Berkeley Research Group - Expert services and fees through October 2024	\$864.15
12/12/2024	Berkeley Research Group - Expert services fees and costs for November 2024	\$4,728.15
01/15/2025	Berkeley Research Group - Expert fees and expenses for December 2024	\$4,799.81

6. INTERPRETER FEES..... N/A

7. SERVICE OF PROCESS..... N/A

8. FEES OF OFFICIAL REPORTER N/A

9. BOND FEES N/A

10. BAILIFF/MARSHALL FEES..... N/A

11. TELECOPY FEES..... N/A

12. PHOTOCOPY FEES\$61.75³

4/8/2024	Color Photocopies – 3 pages at \$0.50 per page	\$1.50
12/10/2024	Document Reproduction – 241 pages at \$0.25 per page	\$60.25

13. LONG DISTANCE FEES – NRS 18.005(13) N/A

14. POSTAGE – NRS 18.005(14)..... N/A

15. TRAVEL FEES..... N/A

² True and correct copies of invoices for Expert fees incurred by Plaintiffs in this action are attached hereto.

³ A true and correct accounting of all copy charges incurred by Plaintiffs in this action is attached hereto.

16. FEES PURSUANT TO NRS 19.0335 N/A

17. MESSENGER/COURIER FEES N/A

18. LEGAL RESEARCH FEES\$2,256.74⁴

02/29/2024	Legal Research Platform for month ending on 2/29/2024	\$46.67
06/30/2024	Legal Research Platform for month ending on 6/30/24	\$21.08
08/31/2024	Legal Research Platform for month ending on 8/31/24	\$393.58
09/30/2024	Legal Research Platform for month ending on 9/30/24	\$383.10
12/31/2024	Legal Research Platform for month ending on 12/31/24	\$88.08
01/31/2025	Legal Research Platform for month ending on 1/31/2025	\$158.64
02/28/2025	Legal Research Platform for month ending on 2/28/2025	\$236.02
03/31/2025	Legal Research Platform for month ending on 3/31/2025	\$84.18
04/30/2025	Legal Research Platform for month ending on 4/30/2025	\$56.49
05/31/2025	Legal Research Platform for month ending on 5/31/2025.	\$559.99
06/30/2025	Legal Research Platform for month ending on 6/30/2025	\$176.87
07/31/2025	Legal Research Platform for month ending on 7/31/2025	\$16.43
08/31/2025	Legal Research Platform for month ending on 8/31/2025	\$35.61

19. ELECTRONIC DISCOVERY FEES.....\$568.75⁵

1/22/2025	Holo Discovery - Process and combine 23,374 documents (totaling 103,312 pages) into 36 large PDFs for ease of review	\$568.75
-----------	--	----------

⁴ A true and correct accounting of all Legal Research Fees incurred by Plaintiffs in this action is attached hereto.

⁵ A true and correct copy of the invoice for Electronic Discovery Fees incurred by Plaintiffs in this action is attached hereto.

20. COURTHOUSE PARKING EXPENSES.....\$39.75⁶

02/06/2025	Courthouse Parking for Joseph A. Liebman to attend Status Check regarding Mediation	\$12.00
06/02/2025	Courthouse Parking for Joseph A. Liebman to attend Status Check hearing on Settlement Documents	\$6.00
07/16/2025	Courthouse Parking for Joseph A. Liebman to attend status check on Settlement Documents	\$9.00
08/15/2025	Courthouse Parking for John R. Bailey to attend joint hearing for Preliminary Approval of Settlement	\$2.25
08/15/2025	Courthouse Parking for Joseph A. Liebman to attend joint hearing on Joint Motion for Preliminary Approval of Settlement	\$4.50
08/15/2025	Courthouse Parking for Dennis L. Kennedy to attend joint hearing on Joint Motion for Preliminary Approval of Settlement	\$6.00

23. MEDIATION-RELATED EXPENSES\$3,161.67⁷

12/09/2024	Sgro & Roger - Reimbursement for half of Advanced Resolution Management's mediation fees.	\$1,349.18
02/28/2025	Bailey Kennedy 50% portion of Advanced Resolution Management Invoice No. 25699 (Supplemental bill - Mediation session for time past reserved hours)	\$468.75
02/28/2025	Bailey Kennedy 50% portion of Advanced Resolution Management Invoice No. 26138 (Half-day Mediation)	\$1,031.25
03/27/2025	Bailey Kennedy 50% portion of Advanced Resolution Management Invoice No. 26559 (Supplemental Billing)	\$312.50

Each of the foregoing costs was reasonably and necessarily incurred by Plaintiffs in this action. While each of the foregoing costs may not appear to have directly aided in the successful outcome obtained by Plaintiffs, they reference work that can be properly attributed to bringing about the benefit obtained in this case.

///

///

///

⁶ True and correct copies of all receipts for Courthouse Parking Expenses incurred by Plaintiffs in this action are attached hereto.

⁷ True and correct copies of the invoices for Mediation-Related Expenses incurred by Plaintiffs in this action are attached hereto.

1 As such, the Court should award Plaintiffs their total costs in the amount of \$16,892.75.

2 DATED this 22nd day of September, 2025.

3 **BAILEY ❖ KENNEDY**

4 By: /s/ Joseph A. Liebman

5 JOHN R. BAILEY

6 DENNIS L. KENNEDY

7 JOSEPH A. LIEBMAN

8 PAUL C. WILLIAMS

9 JAROD B. PENNIMAN

10 **SGRO & ROGER**

11 ANTHONY P. SGRO

12 ALANNA C. BONDY

13 *Attorneys for Plaintiffs*

**DECLARATION OF JOSEPH A. LIEBMAN IN SUPPORT OF PLAINTIFFS' VERIFIED
MEMORANDUM OF COSTS**

I, Joseph A. Liebman, declare as follows:

1. I am an attorney with the law firm of Bailey ♦ Kennedy, counsel of record for Plaintiffs in the case entitled *Daniel Coyne, et al. vs. Las Vegas Metropolitan Police Department*, Case No A22-848354-C, pending before this Court. I have personal knowledge of and am competent to testify to the facts contained in this declaration. I have made this declaration in support of Plaintiffs' Verified Memorandum of Costs.

2. The items contained in Plaintiffs' Verified Memorandum of Costs are true and correct to the best of my knowledge, information, and belief as they relate to costs and expenses incurred through my firm. Each of the costs identified in Plaintiffs' Verified Memorandum of Costs incurred through my firm were reasonably and necessarily incurred in this action.

I declare under penalty of perjury, under the laws of the State of Nevada, that the foregoing is true and correct.

EXECUTED on this 22nd day of September, 2025.

/s/ Joseph A. Liebman
JOSEPH A. LIEBMAN

Receipts for Clerk's Fees

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id

12841239

Submitted Date

11/21/2023 4:12 PM PST

Submitted User Name

skishi@baileykennedy.com

Case Information

Location

Department 15

Category

Civil

Case Type

Other Civil Matters

Case Initiation Date

11/22/2023

Case #

A-22-848354-C

Assigned to Judge

Hardy, Joe

Filings

Filing Type

EFileAndServe

Filing Code

Notice of Appearance - NOTA (CIV)

Filing Description

Notice of Appearance

Client Reference Number

11860-001

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Daniel Coyne,David Denton,Sean Bollig

Filing Status

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File Name

Support

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Sent	Brenna C. Irving	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	11/21/2023 4:13 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	11/21/2023 4:14 PM PST
Sent	E File	Sgro & Roger	Yes	Not Opened
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	James Whitmire		Yes	11/21/2023 4:13 PM PST
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService

Name	Address
David Denton	

Name	Address
Sean Bollig	

Fees

Notice of Appearance - NOTA (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
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E-File Fee\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	13817715		
Filing Attorney	Joseph Liebman	Order Id	012841239-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id

13077111

Submitted Date

1/10/2024 3:29 PM PST

Submitted User Name

smurnane@baileykennedy.com

Case Information

Location

Department 15

Category

Civil

Case Type

Other Civil Matters

Case Initiation Date

2/15/2022

Case #

A-22-848354-C

Assigned to Judge

Hardy, Joe

Filings

Filing Type

EFileAndServe

Filing CodeNotice of Entry of Stipulation and Order -
NTSO (CIV)**Filing Description**Notice of Entry of Stipulation and Order to
Continue Deadlines (Second Request)**Client Reference Number**

11860-002

Courtesy Copiessmurnane@baileykennedy.com,
bkfederaldownloads@baileykennedy.com**Filing on Behalf of**

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1/10/2024 3:32 PM PST

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24.01.10 NEO SAO Continue Deadlines
(2nd Req) - TBF.pdf

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Status	Name	Firm	Served	Date Opened
Sent	Brenna C. Irving	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	1/10/2024 3:39 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	1/12/2024 3:47 PM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	1/10/2024 3:49 PM PST
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService

Name
David Denton

Address

Name
Sean Bollig

Address

Fees

Notice of Entry of Stipulation and Order - NTSO (CIV)

Description	Amount
Filing Fee	\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	14051080		
Filing Attorney	Joseph Liebman	Order Id	013077111-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id	Submitted Date	Submitted User Name
13136989	1/22/2024 4:19 PM PST	smurnane@baileykennedy.com


Case Information

Location	Category	Case Type
Department 15	Civil	Other Civil Matters
Case Initiation Date	Case #	
2/15/2022	A-22-848354-C	
Assigned to Judge		
Hardy, Joe		

Filings

Filing Type	Filing Code
EFileAndServe	Motion for Class Certification - MCC (CIV)
Filing Description	
Plaintiff's Motion for Class Certification	
Client Reference Number	
11860-002	
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Filing Status	Accepted Date
Accepted	1/22/2024 4:25 PM PST
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Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	1/22/2024 4:23 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	1/22/2024 4:32 PM PST
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Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	James Whitmire		Yes	1/22/2024 10:41 PM PST
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	1/23/2024 8:52 AM PST
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	1/22/2024 4:28 PM PST

Filing Type

EFileAndServe

Filing Code

Appendix - APEN (CIV)

Filing Description

Appendix of Exhibits to Plaintiffs' Motion
for Class Certification

Client Reference Number

11860-002

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Accepted Date

1/22/2024 4:25 PM PST

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Lead Document

File Name	Security	Download
24.01.12 App of Exs to Motion for Class Certification - TBF.pdf	Public Filed Document	Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	James Whitmire		Yes	1/23/2024 2:33 PM PST
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	1/22/2024 4:28 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	1/23/2024 8:54 AM PST
Sent	E File	Sgro & Roger	Yes	1/22/2024 4:33 PM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Brenna C. Irving	Bailey Kennedy, LLP	Yes	Not Opened

Parties with No eService

Name	Address
David Denton	
Name	Address
Sean Bollig	

Fees

Motion for Class Certification - MCC (CIV)

Description	Amount
Filing Fee	\$349.00
Filing Total: \$349.00	

Appendix - APEN (CIV)

Description	Amount
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Filing Total: \$0.00	

Total Filing Fee	\$349.00
Payment Service Fee	\$10.47
E-File Fee	\$3.50
Envelope Total: \$362.97	

Transaction Amount	\$362.97		
Transaction Id	14108463		
Filing Attorney	Dennis Kennedy	Order Id	013136989-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id

13669184

Submitted Date

4/29/2024 2:19 PM PST

Submitted User Name

vkonstantarakis@baileykennedy.com

Case Information

Location

Department 15

Category

Civil

Case Type

Other Civil Matters

Case Initiation Date

2/15/2022

Case #

A-22-848354-C

Assigned to Judge

Hardy, Joe

Filings

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Notice - NOTC (CIV)

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Notice of Disassociation of Counsel

Client Reference Number

11860-002

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vkonstantarakis@baileykennedy.com,
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Status	Name	Firm	Served	Date Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	4/29/2024 2:22 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	Not Opened
Sent	Alanna C Bondy	Sgro & Roger	Yes	4/29/2024 2:24 PM PST
Sent	Alexis Williams	Sgro & Roger	Yes	4/29/2024 2:22 PM PST
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Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService

Name
David Denton

Address

Name
Sean Bollig

Address

Fees

Notice - NOTC (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee\$0.00

E-File Fee\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	14633674		
Filing Attorney	Joseph Liebman	Order Id	013669184-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

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Envelope Id

14292281

Submitted Date

8/20/2024 4:17 PM PST

Submitted User Name

smurnane@baileykennedy.com

Case Information

Location

Department 15

Category

Civil

Case Type

Other Civil Matters

Case Initiation Date

2/15/2022

Case #

A-22-848354-C

Assigned to Judge

Hardy, Joe

Filings

Filing Type

EFileAndServe

Filing CodeNotice of Entry of Stipulation and Order -
NTSO (CIV)**Filing Description**Notice of Entry of Stipulation and Order to
Continue Hearing on Plaintiffs' Motion for
Class Certification**Client Reference Number**

11860-002

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bkfederaldownloads@baileykennedy.com**Filing on Behalf of**

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Filing Status

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Hearing - TBF.pdf

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Status	Name	Firm	Served	Date Opened
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	8/20/2024 4:19 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	Not Opened
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	8/20/2024 4:18 PM PST
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService

Name **Address**
David Denton

Name **Address**
Sean Bollig

Fees

Notice of Entry of Stipulation and Order - NTSO (CIV)

Description	Amount
Filing Fee	\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	15250762		
Filing Attorney	Joseph Liebman	Order Id	014292281-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id

14454828

Submitted Date

9/18/2024 5:05 PM PST

Submitted User Name

smurnane@baileykennedy.com

Case Information

Location

Department 15

Category

Civil

Case Type

Other Civil Matters

Case Initiation Date

2/15/2022

Case #

A-22-848354-C

Assigned to Judge

Hardy, Joe

Filings

Filing Type

EFileAndServe

Filing CodeNotice of Entry of Stipulation and Order -
NTSO (CIV)**Filing Description**Notice of Entry of Stipulation and Order to
Continue Hearing on Plaintiffs' Motion for
Class Certification Pending Private
Mediation**Client Reference Number**

11860-002

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Daniel Coyne,David Denton,Sean Bollig

Filing Status

Accepted

Accepted Date

9/18/2024 5:07 PM PST

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File Name

24.09.18 NEO SAO Class Cert Hrg
Pending Mediation - TBF.pdf

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Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	Not Opened
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService**Name**

David Denton

Address**Name**

Sean Bollig

Address**Fees****Notice of Entry of Stipulation and Order - NTSO (CIV)****Description**

Filing Fee

Amount

\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	15412390		
Filing Attorney	Joseph Liebman	Order Id	014454828-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id

14509888

Submitted Date

9/27/2024 4:41 PM PST

Submitted User Name

smurnane@baileykennedy.com

Case Information

Location

Department 15

Category

Civil

Case Type

Other Civil Matters

Case Initiation Date

2/15/2022

Case #

A-22-848354-C

Assigned to Judge

Hardy, Joe

Filings

Filing Type

EFileAndServe

Filing Code

Reply in Support - RIS (CIV)

Filing DescriptionReply in Support of Plaintiffs' Motion for
Class Certification**Client Reference Number**

11860-002

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bkfederaldownloads@baileykennedy.com**Filing on Behalf of**

Daniel Coyne,David Denton,Sean Bollig

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Accepted Date

9/27/2024 4:45 PM PST

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Lead Document

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ert - TBF.pdf

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Status	Name	Firm	Served	Date Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	9/27/2024 4:45 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	9/27/2024 4:48 PM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened

Filing Type

EFileAndServe

Filing Code

Appendix - APEN (CIV)

Filing Description

Appendix of Exhibits to Reply in Support
of Plaintiffs' Motion for Class Certification

Client Reference Number

11860-002

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bkfederaldownloads@baileykennedy.com

Filing on Behalf of

Daniel Coyne, David Denton, Sean Bollig

Filing Status**Accepted Date**

Accepted

9/27/2024 4:45 PM PST

Accept Comments

Auto Review Accepted

Lead Document

File Name	Security	Download
24.09.27 App of Exs to RIS Mot for Class Cert - TBF.pdf	Public Filed Document	Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	9/27/2024 4:47 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	9/27/2024 4:49 PM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService

Name	Address
David Denton	
Name	Address
Sean Bollig	

Fees

Reply in Support - RIS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Appendix - APEN (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Transaction Amount	\$3.50		
Transaction Id	15466547		
Filing Attorney	Dennis Kennedy	Order Id	014509888-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id

15023182

Submitted Date

1/6/2025 2:35 PM PST

Submitted User Name

smurnane@baileykennedy.com

Case Information

Location

Department 15

Category

Civil

Case Type

Other Civil Matters

Case Initiation Date

2/15/2022

Case #

A-22-848354-C

Assigned to Judge

Hardy, Joe

Filings

Filing Type

EFileAndServe

Filing Code

Notice of Entry of Stipulation and Order -
NTSO (CIV)

Filing Description

Notice of Entry of Stipulation and Order to
Continue Hearing on Plaintiffs' Motion for
Class Certification Pending Continuation
of Private Mediation

Client Reference Number

11860-002

Courtesy Copies

smurnane@baileykennedy.com;
bkfederaldownloads@baileykennedy.com

Filing on Behalf of

Daniel Coyne,David Denton,Sean Bollig

Filing Status

Accepted

Accepted Date

1/6/2025 2:37 PM PST

Accept Comments

Auto Review Accepted



File Name

25.01.06 NEO SAO Class Cert Hrg
Pending Mediation - TBF.pdf

Security

Public Filed Document

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eService Details

Status	Name	Firm	Served	Date Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	1/6/2025 2:36 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	Not Opened
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService

Name

David Denton

Address**Name**

Sean Bollig

Address

Fees

Notice of Entry of Stipulation and Order - NTSO (CIV)

Description

Filing Fee

Amount

\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	15970299		
Filing Attorney	Joseph Liebman	Order Id	015023182-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id	Submitted Date	Submitted User Name
15191036	2/4/2025 11:15 AM PST	smurnane@baileykennedy.com


Case Information

Location	Category	Case Type
Department 15	Civil	Other Civil Matters
Case Initiation Date	Case #	
2/15/2022	A-22-848354-C	
Assigned to Judge		
Hardy, Joe		

Filings

Filing Type	Filing Code
EFileAndServe	Status Report - SR (CIV)
Filing Description	
Joint Status Report Regarding Mediation	
Client Reference Number	
11860-002	
Courtesy Copies	
smurnane@baileykennedy.com; bkfederaldownloads@baileykennedy.com	
Filing on Behalf of	
Daniel Coyne,David Denton,Sean Bollig	
Filing Status	Accepted Date
Accepted	2/4/2025 11:18 AM PST
Accept Comments	
Auto Review Accepted	

Lead Document

File Name	Security	Download
 Support \ Report - TBF.pdf	Public Filed Document	Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	2/4/2025 11:25 AM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	Not Opened
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	2/4/2025 11:27 AM PST
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	Not Opened



Parties with No eService

Name	Address
David Denton	

Name	Address
Sean Bollig	

Fees

Status Report - SR (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
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E-File Fee\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	16131394		
Filing Attorney	Joseph Liebman	Order Id	015191036-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id	Submitted Date	Submitted User Name
15313121	2/25/2025 3:13 PM PST	smurnane@baileykennedy.com

Case Information

Location	Category	Case Type
Department 15	Civil	Other Civil Matters
Case Initiation Date	Case #	
2/15/2022	A-22-848354-C	
Assigned to Judge		
Hardy, Joe		

Filings

Filing Type	Filing Code
EFileAndServe	Notice of Entry of Stipulation and Order - NTSO (CIV)
Filing Description	
Notice of Entry of Stipulation and Order to Continue Hearing on Plaintiffs' Motion for Class Certification	
Client Reference Number	
11860-002	
Courtesy Copies	
smurnane@baileykennedy.com; bkfederaldownloads@baileykennedy.com	
Filing on Behalf of	
Daniel Coyne,David Denton,Sean Bollig	
Filing Status	Accepted Date
Accepted	2/25/2025 3:15 PM PST
Accept Comments	
Auto Review Accepted	

eService Details

Status	Name	Firm	Served	Date Opened
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Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	2/25/2025 3:36 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	2/25/2025 3:56 PM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	2/25/2025 3:14 PM PST
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService

Name	Address
David Denton	

Name	Address
Sean Bollig	

Fees

Notice of Entry of Stipulation and Order - NTSO (CIV)

Description	Amount
Filing Fee	\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	16248419		
Filing Attorney	Joseph Liebman	Order Id	015313121-0
Transaction Response	Payment Complete		

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id	Submitted Date	Submitted User Name
15382365	3/7/2025 4:10 PM PST	smurnane@baileykennedy.com

Case Information

Location	Category	Case Type
Department 15	Civil	Other Civil Matters
Case Initiation Date	Case #	
2/15/2022	A-22-848354-C	
Assigned to Judge		
Hardy, Joe		

Filings

Filing Type	Filing Code
EFileAndServe	Notice of Entry of Stipulation and Order - NTSO (CIV)
Filing Description	
Notice of Entry of Stipulation and Order to Continue Hearing on Plaintiffs' Motion for Class Certification	
Client Reference Number	
11860-002	
Courtesy Copies	
smurnane@baileykennedy.com; bkfederaldownloads@baileykennedy.com	
Filing on Behalf of	
Daniel Coyne,David Denton,Sean Bollig	
Filing Status	Accepted Date
Accepted	3/7/2025 4:11 PM PST
Accept Comments	
Auto Review Accepted	

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	3/7/2025 4:11 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	3/7/2025 4:16 PM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	3/7/2025 4:13 PM PST

Parties with No eService

Name	Address
David Denton	

Name	Address
Sean Bollig	

Fees

Notice of Entry of Stipulation and Order - NTSO (CIV)

Description	Amount
Filing Fee	\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	16314192		
Filing Attorney	Joseph Liebman	Order Id	015382365-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id	Submitted Date	Submitted User Name
15502477	3/28/2025 3:44 PM PST	smurnane@baileykennedy.com

Case Information

Location	Category	Case Type
Department 15	Civil	Other Civil Matters
Case Initiation Date	Case #	
2/15/2022	A-22-848354-C	
Assigned to Judge		
Hardy, Joe		

Filings

Filing Type	Filing Code
EFileAndServe	Notice of Entry of Stipulation and Order - NTSO (CIV)
Filing Description	
Notice of Entry of Stipulation and Order to Vacate Hearing on Plaintiffs' Motion for Class Certification	
Client Reference Number	
11860-002	
Courtesy Copies	
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Filing on Behalf of	
Daniel Coyne,David Denton,Sean Bollig	
Filing Status	Accepted Date
Accepted	3/28/2025 3:45 PM PST
Accept Comments	
Auto Review Accepted	

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	Not Opened
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	3/28/2025 3:45 PM PST

Parties with No eService

Name	Address
David Denton	

Name	Address
Sean Bollig	

Fees

Notice of Entry of Stipulation and Order - NTSO (CIV)

Description	Amount
Filing Fee	\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	16432499		
Filing Attorney	Joseph Liebman	Order Id	015502477-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id

16053143

Submitted Date

7/2/2025 1:47 PM PST

Submitted User Name

smurnane@baileykennedy.com

Case Information

Location

Department 15

Category

Civil

Case Type

Other Civil Matters

Case Initiation Date

2/15/2022

Case #

A-22-848354-C

Assigned to Judge

Hardy, Joe

Filings

Filing Type

EFileAndServe

Filing CodeNotice of Entry of Stipulation and Order -
NTSO (CIV)**Filing Description**Notice of Entry of Stipulation and Order to
Continue Status Check Hearing on
Settlement Documents**Client Reference Number**

11860-002

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smurnane@baileykennedy.com**Filing on Behalf of**

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Filing Status

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Accepted Date

7/2/2025 1:48 PM PST

Accept Comments

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Settlement - TBF.pdf

Public Filed Document

Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	7/2/2025 1:49 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	7/2/2025 4:03 PM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	7/2/2025 1:49 PM PST

Parties with No eService

Name
David Denton

Address

Name
Sean Bollig

Address

Fees

Notice of Entry of Stipulation and Order - NTSO (CIV)

Description	Amount
Filing Fee	\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	16971009		
Filing Attorney	Joseph Liebman	Order Id	016053143-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id

16378398

Submitted Date

8/25/2025 3:53 PM PST

Submitted User Name

smurnane@baileykennedy.com

Case Information

Location

Department 15

Category

Civil

Case Type

Other Civil Matters

Case Initiation Date

2/15/2022

Case #

A-22-848354-C

Assigned to Judge

Hardy, Joe

Filings

Filing Type

EFileAndServe

Filing Code

Notice of Entry of Order - NEOJ (CIV)

Filing Description

Notice of Entry of Order Granting
Preliminary Approval of Class Action and
FLSA Collective Action Settlement

Client Reference Number

11860-002

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Daniel Coyne,David Denton,Sean Bollig

Filing Status

Accepted

Accepted Date

8/25/2025 3:55 PM PST

Accept Comments

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25.08.25 NEO Order Granting
Preliminary Approval - TBF.pdf

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eService Details

Status	Name	Firm	Served	Date Opened
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	8/25/2025 4:00 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	8/25/2025 5:19 PM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	8/25/2025 3:56 PM PST

Parties with No eService

Name
David Denton

Address

Name
Sean Bollig

Address

Fees

Notice of Entry of Order - NEOJ (CIV)

Description	Amount
Filing Fee	\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	17291033		
Filing Attorney	Joseph Liebman	Order Id	016378398-0
Transaction Response	Payment Complete		

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Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id

16495125

Submitted Date

9/15/2025 12:06 PM PST

Submitted User Name

smurnane@baileykennedy.com

Case Information

Location

Department 15

Category

Civil

Case Type

Other Civil Matters

Case Initiation Date

2/15/2022

Case #

A-22-848354-C

Assigned to Judge

Hardy, Joe

Filings

Filing Type

EFileAndServe

Filing CodeNotice of Entry of Stipulation and Order -
NTSO (CIV)**Filing Description**Notice of Entry of Stipulation and Order to
Revise Settlement Notice Deadlines**Client Reference Number**

11860-002

Courtesy Copiesbkfederaldownloads@baileykennedy.com,
smurnane@baileykennedy.com**Filing on Behalf of**

Daniel Coyne,David Denton,Sean Bollig

Filing Status

Accepted

Accepted Date

9/15/2025 12:08 PM PST

Accept Comments

Auto Review Accepted

Lead Document

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25.09.15 NEO SAO Revise Settlement
Ntc Deadlines - TBF.pdf

Public Filed Document

Original File
Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	9/15/2025 12:10 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	Not Opened
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	9/15/2025 1:07 PM PST
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService

Name
David Denton

Address

Name
Sean Bollig

Address

Fees

Notice of Entry of Stipulation and Order - NTSO (CIV)

Description	Amount
Filing Fee	\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	17411197		
Filing Attorney	Joseph Liebman	Order Id	016495125-0
Transaction Response	Payment Complete		

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Invoices for Expert Fees

8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302

TELEPHONE 702.562.8820
FACSIMILE 702.562.8821
WWW.BAILEYKENNEDY.COM

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KENNEDY
ATTORNEYS AT LAW

ALICE O'HEARN

DIRECT DIAL
702.851.0040

AOHEARN@BAILEYKENNEDY.COM

November 18, 2024

Via Email: TSgro@sgroandroger.com

Anthony P. Sgro, Esq.
Sgro & Roger
2901 El Camino Avenue, Suite 204
Las Vegas, NV 89102

Re: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Dear Mr. Sgro:

Attached is an invoice from Berkeley Research Group, LLC for professional services rendered through October 31, 2024, in the above-referenced matter. We will pay the bill in full, and we ask that you reimburse us your half (\$864.15). Thank you.

Sincerely,



Alice O'Hearn
Legal Administrator

ANO\ano
Attachment



John Bailey
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

November 18, 2024
Client-Project: 030548-054410
Invoice #: 10007886
Tax ID: 27-1451273

Via Email: JBailey@BaileyKennedy.com

RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Services Rendered Through October 31, 2024

Professional Services	\$	1,646.00	USD
Expenses Incurred		82.30	
CURRENT CHARGES	\$	1,728.30	USD

PAYMENT IS DUE BY December 18, 2024

Please direct questions regarding this invoice to: Carole M. Amidon at camidon@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 10007886

Please send remittance advice details to:
remitadvice@thinkbrg.com

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

cc:

Alanna Bondy

Via Email: abondy@sgroandroger.com



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 2 of 3
Invoice # 10007886
Client-Project: 030548-054410

Services Rendered Through October 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Director			
Carole M. Amidon	570.00	2.80	1,596.00
Case Assistant			
Elizabeth L. Thies	250.00	0.20	50.00
Total Professional Services		<u>3.00</u>	<u>1,646.00</u>

EXPENSES

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	<u>82.30</u>
Total Expenses	82.30



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 3 of 3
Invoice # 10007886
Client-Project: 030548-054410

Services Rendered Through October 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
10/14/24	Carole M. Amidon	Review documents. Conference call with counsel.	2.50
10/14/24	Elizabeth L. Thies	Prepare index of materials received.	0.20
10/15/24	Carole M. Amidon	Conference call with counsel.	0.30
Professional Services			3.00



John Bailey
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

December 12, 2024
Client-Project: 030548-054410
Invoice #: 10009637
Tax ID: 27-1451273

Via Email: JBailey@BaileyKennedy.com

RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Services Rendered Through November 30, 2024

Professional Services	\$	9,006.00	USD
Expenses Incurred		450.30	
CURRENT CHARGES	\$	9,456.30	USD

PAYMENT IS DUE BY January 11, 2025

Please direct questions regarding this invoice to: Carole M. Amidon at camidon@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 10009637

Please send remittance advice details to:
remitadvice@thinkbrg.com

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

cc:

Alanna Bondy

Via Email: abondy@sgroandroger.com



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 2 of 3
Invoice # 10009637
Client-Project: 030548-054410

Services Rendered Through November 30, 2024

PROFESSIONAL SERVICES

	Rate	Hours	Amount
Director			
Carole M. Amidon	570.00	13.30	7,581.00
Managing Consultant			
Noel M. Williams	425.00	2.00	850.00
Case Assistant			
Elizabeth L. Thies	250.00	2.30	575.00
Total Professional Services		17.60	9,006.00

EXPENSES

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	450.30
Total Expenses	450.30



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 3 of 3
Invoice # 10009637
Client-Project: 030548-054410

Services Rendered Through November 30, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
11/05/24	Elizabeth L. Thies	Update index of materials received.	0.40
11/06/24	Carole M. Amidon	Review case information and documents.	2.60
11/14/24	Elizabeth L. Thies	Update index of materials received.	0.10
11/15/24	Noel M. Williams	Research OES data.	2.00
11/18/24	Carole M. Amidon	Review case information and data.	4.20
11/19/24	Carole M. Amidon	Review case information and data.	2.10
11/19/24	Elizabeth L. Thies	Review event shifts spreadsheet.	1.70
11/20/24	Carole M. Amidon	Review case information. Prepare requested information.	2.10
11/20/24	Elizabeth L. Thies	Update index of materials received.	0.10
11/26/24	Carole M. Amidon	Review case information and data. Prepare requested information.	2.30
Professional Services			17.60

8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302

TELEPHONE 702.562.8820
FACSIMILE 702.562.8821
WWW.BAILEYKENNEDY.COM

BAILEY ♦
KENNEDY
ATTORNEYS AT LAW

ALICE O'HEARN

DIRECT DIAL
702.851.0040

AOHEARN@BAILEYKENNEDY.COM

January 16, 2025

Via Email: TSgro@sgroandroger.com

Anthony P. Sgro, Esq.
Sgro & Roger
2901 El Camino Avenue, Suite 204
Las Vegas, NV 89102

Re: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Dear Mr. Sgro:

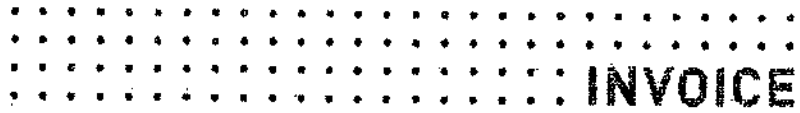
Attached is an invoice from Berkeley Research Group, LLC for professional services rendered through December 31, 2024, in the above-referenced matter. We will pay the bill in full, and we ask that you reimburse us your half (\$4,799.81). Thank you.

Sincerely,



Alice O'Hearn
Legal Administrator

ANO\ano
Attachment



INVOICE

John Bailey
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

January 15, 2025
Client-Project: 030548-054410
Invoice #: 10011622
Tax ID: 27-1451273

Via Email: JBailey@BaileyKennedy.com

RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Services Rendered Through December 31, 2024

Professional Services	\$	9,142.50	USD
Expenses Incurred		457.13	
CURRENT CHARGES	\$	9,599.63	USD

PAYMENT IS DUE BY February 14, 2025

Please direct questions regarding this invoice to: Carole M. Amidon at camidon@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 10011622

Please send remittance advice details to:
remittanceadvice@thinkbrg.com

Please remit check payment to:

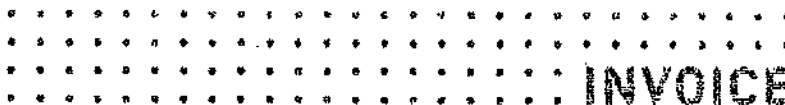
BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

cc:

Alanna Bondy
Via Email: abondy@sgroandroger.com



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 2 of 3
Invoice # 10011622
Client-Project: 030548-054410

Services Rendered Through December 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Director			
Carole M. Amidon	570.00	12.20	6,954.00
Managing Consultant			
Jennifer Lambdin	445.00	4.30	1,913.50
Case Assistant			
Elizabeth L. Thies	250.00	1.10	275.00
Total Professional Services		<u>17.60</u>	<u>9,142.50</u>

EXPENSES

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	<u>457.13</u>
Total Expenses	457.13



INVOICE

To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 3 of 3
Invoice # 10011622
Client-Project: 030548-054410

Services Rendered Through December 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
12/02/24	Carole M. Amidon	Prepare estimates.	4.20
12/02/24	Elizabeth L. Thies	Review summary. Update index of materials received.	0.50
12/03/24	Carole M. Amidon	Prepare estimates.	5.30
12/03/24	Jennifer Lambdin	Reviewing programming coding and logic.	2.20
12/03/24	Elizabeth L. Thies	Update index of materials sent and received.	0.10
12/04/24	Carole M. Amidon	Prepare estimates.	2.70
12/04/24	Jennifer Lambdin	Reviewing programming coding and logic.	2.10
12/04/24	Elizabeth L. Thies	Review summary. Update index of materials sent.	0.50
Professional Services			17.60

Accounting of Copy Charges

Bailey Kennedy, LLP

Listing

Date	Prof	Matter ID/Client Sort Matter Description Narrative	Activity Code	Component Task Code	Units	Price	Value	Ext. Amt.
Component: color								
Initials:								
04/08/2024		11860-002/ Coyne, Daniel LVMPD Class Action-State Court Color Photocopies		color	3.00	0.50	1.50	1.50
				Initials:	3.00		1.50	1.50
				Component: color	3.00		1.50	1.50
Component: Copies								
Initials:								
12/10/2024		11860-002/ Coyne, Daniel LVMPD Class Action-State Court Document Reproduction		Copies	241.00	0.25	60.25	60.25
				Initials:	241.00		60.25	60.25
				Component: Copies	241.00		60.25	60.25

Accounting of Legal Research Fees

Bailey Kennedy, LLP

Listing

Date	Prof	Matter ID/Client Sort Matter Description Narrative	Activity Code	Component Task Code	Units	Price	Value	Ext. Amt.
Component: Westlaw								
Initials: SMK								
02/29/2024	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 2/29/2024		Westlaw	1.00	46.67	46.67	46.67
06/30/2024	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 6/30/24		Westlaw	1.00	21.08	21.08	21.08
08/31/2024	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 8/31/24		Westlaw	1.00	393.58	393.58	393.58
09/30/2024	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 9/30/24		Westlaw	1.00	383.10	383.10	383.10
12/31/2024	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 12/31/24		Westlaw	1.00	88.08	88.08	88.08
01/31/2025	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 1/31/2025		Westlaw	1.00	158.64	158.64	158.64
02/28/2025	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 2/28/2025		Westlaw	1.00	236.02	236.02	236.02
03/31/2025	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 3/31/2025		Westlaw	1.00	84.18	84.18	84.18

Bailey Kennedy, LLP

Listing

Date	Prof	Matter ID/Client Sort Matter Description Narrative	Activity Code	Component Task Code	Units	Price	Value	Ext. Amt.
04/30/2025	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 4/30/2025		Westlaw	1.00	56.49	56.49	56.49
05/31/2025	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 5/31/2025		Westlaw	1.00	559.99	559.99	559.99
06/30/2025	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 6/30/2025		Westlaw	1.00	176.87	176.87	176.87
07/31/2025	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 7/31/2025		Westlaw	1.00	16.43	16.43	16.43
08/31/2025	SMK	11860-002/ Coyne, Daniel LVMPD Class Action-State Court Legal Research Platform for month ending on 8/31/2025		Westlaw	1.00	35.61	35.61	35.61
				Initials: SMK	13.00		2,256.74	2,256.74
				Component: Westlaw	13.00		2,256.74	2,256.74

Invoice for Electronic Discovery Fees



HOLO Discovery
3016 West Charleston Blvd
Suite 170
Las Vegas, NV 89102
702.333.4321

Invoice

INVOICE	23081
DATE	1/22/2025
TERMS	Net 30
DUE DATE	2/21/2025

BILL TO

Bailey Kennedy
8984 Spanish Ridge Ave
Las Vegas, NV 89148

ORDERED BY

Ashley

CLIENT MATTER

Coyne, et al v. LVMPD

REP

Jon

ACTIVITY	QTY	AMOUNT
Description: Combine documents into big PDF chunks		
E-Discovery Technician-Per Hour Project: 36828, Date: 01/07/2024, Description: Process data	6.5	1,137.50
Sales Tax		0.00

Total Due	\$1,137.50
Payments/Credits	\$0.00
Balance Due	\$1,137.50

Thank you for your business. Please make checks payable to HOLO Discovery.
Tax ID: 81-2158838

Receipts for Courthouse Parking Expenses

Sharon Murnane

Subject: [DLK/JRB/JAL/PCW/JBP] Coyne-LVMPD: Hearing: Status Check regarding

Start: Thu 2/6/2025 9:00 AM
End: Thu 2/6/2025 10:00 AM

Recurrence: (none)

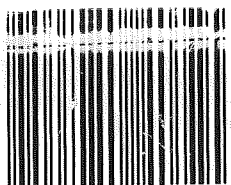
Meeting Status: Accepted

Organizer: ProLaw Agent
Required Attendees: Jarod B. Penniman; Joseph Liebman; Susan Russo; Dennis Kennedy; John Bailey; Sharon Murnane; Jennifer Kennedy; Ashley LaCroix; Paul Williams

Categories: ProLaw - Business

[DLK/JRB/JAL/PCW/JBP] Coyne-LVMPD: Hearing: Status Check regarding Mediation. [Per Judge Hardy in Stipulation and Order efiled on 1-6-25); and per Odyssey.

PLEASE TAKE TO EXIT
CREDIT OR EXACT
CHANGE ONLY AT EXIT



Issue # 1-009770
08:28 06 Feb 25

\$12.10

11860-002

Calendared	/
Scanned	sm
By	sm

Sharon Murnane

Subject: [DLK/JAL/PCW/JBP] Coyne-LVMPD (State Crt): Status Check Hearing on
Location: 8th JDC, Dept 15

Start: Mon 6/2/2025 9:00 AM
End: Mon 6/2/2025 11:00 AM

Recurrence: (none)

Meeting Status: Accepted

Organizer: ProLaw Agent
Required Attendees: Jarod B. Penniman; Joseph Liebman; Susan Russo; Dennis Kennedy; John Bailey; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Ashley LaCroix; Paul Williams

[DLK/JAL/PCW/JBP] Coyne-LVMPD (State Crt): Status Check Hearing on Settlement Documents. [Per Stipulation and Order to Vacate Hearing on Plaintiffs' Motion for Class Certification filed 3-28-25]

Jun 02 2025 09:27 AM

TRANSACTION RECORD

Card Number : xxxxxxxxxxxx5880
Account : VISA DEBIT
Trans Type : PURCHASE
Amount : \$6.00

Auth # : 852480
Date : Jun02/25
Time : 09:27:59
Reference# : 190120

852480 Approved

Douglas Parking
Monthly Rates
Available
(702) 382-7988
DouglasParking.com

Transaction No. 190120
Ticket No. 6240

[Lane - 3]

In: 8:33 am Jun02/25
Out: 9:27 am Jun02/25

1 Rate \$6.00

EMERGENCY DUE \$6.00
CARD \$6.00
CARD # *****5880

11860-002

Calendared	/
Scanned	Sm
To Check	Sm 6-21-25

JAL Court Parking
for Status Check
Hearing.

Sharon Murnane

Subject: [JAL] Coyne-LVMPD (State Crt): Status Check Hearing on Settlement
Location: 8th JDC, Dept 15

Start: Wed 7/16/2025 9:00 AM
End: Wed 7/16/2025 10:00 AM

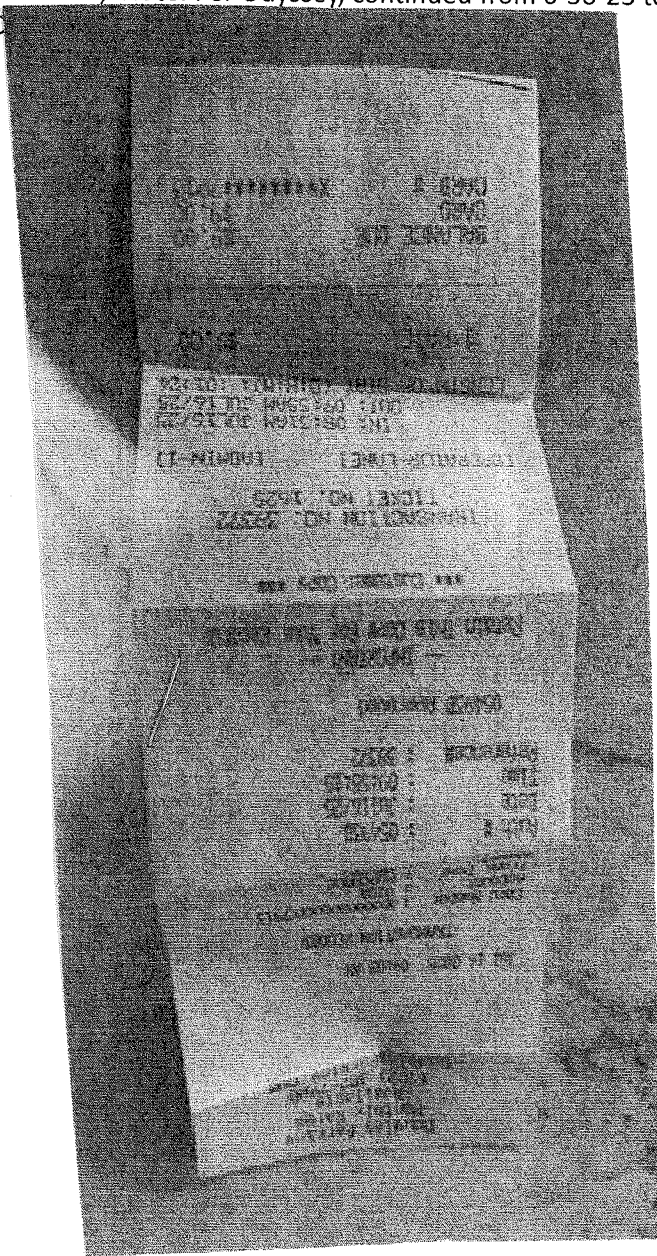
Recurrence: (none)

Meeting Status: Accepted

Organizer: ProLaw Agent
Required Attendees: Jarod B. Penniman; Joseph Liebman; Susan Russo; Dennis Kennedy; John Bailey; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Ashley LaCroix; Paul Williams

Categories: ProLaw - Business

[JAL] Coyne-LVMPD (State Crt): Status Check Hearing on Settlement Documents. [Per Judge at 6-2-25 status check hearing] Courtroom 11D, Note: Per Odyssey, continued from 6-30-25 to 7-16-25, 9 am, and per Stipulation and Order efiled 6-39-25. C



11860-082

Signature: [Handwritten signature]

Signature: [Handwritten signature]

**8/15/25: JRB Parking – Attend Joint Hearing for
Preliminary Approval of Settlement
Coyne/LVMPD
11860-010/002**

***Machine did not print out receipt**

**PLEASE TAKE TO EXIT
CREDIT OR EXACT
CHANGE ONLY AT EXIT**



**Issue # 1-005053
08:30 15 Aug 25**

*\$9.00 COYNE
METRO*

Tower 300

020353

Las Vegas, NV, 300 S. 4th

Right Exit 08/15/25 09:54
Receipt 031042

Short-term parking tkt

1 - No. 097592

08/15/25 08:01

08/15/25 09:54

Period 0d2h4'

\$12.00

Sub Total

\$12.00

Tax

\$0.00

Total

\$12.00

Payment Received

AID A0000000031010

APP LABEL VISA CREDIT

CARD *****5955

AUTHORIZATION 30813G

TOTAL USD\$12.00

APPROVED

04A54BC4 - 1/1

Sharon Murnane

Subject: [JAL] Coyne-LVMPD (State Crt): Motion hearing date/Joint Hearing
Location: 8th JDC, Dept 15

Start: Fri 8/15/2025 9:00 AM
End: Fri 8/15/2025 11:00 AM

Recurrence: (none)

Meeting Status: Accepted

Organizer: ProLaw Agent
Required Attendees: Jarod B. Penniman; Joseph Liebman; Susan Russo; Dennis Kennedy; John Bailey; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Ashley LaCroix; Paul Williams

[JAL] Coyne-LVMPD (State Crt): Motion hearing date/Joint Hearing before Judge Joe Hardy and USDC Judge Andrew Gordon [RE: Joint Motion for Preliminary Approval of Settlement] Note: Hearing set by Judge Joe Hardy at 7-16-25 Status Check Hrg. Courtroom 11D. [Per [138] Order Granting [137] Stipulation to Schedule Joint Hearing for Joint Motion for Preliminary Settlement Approval - and per Notice from U.S. District Court received 8-12-25]

XXXXXXXXXX13

025620
Aug15/25
09:54:17
400500

025620 Approved

-- IMPORTANT --
Retain This Copy For Your Records

*** Customer Copy ***

Douglas Parking
Monthly Rates
Available
(702) 382-7988
DouglasParking.com

Transaction No. 193533
Ticket No. 5049
[Lane - 3]

In: 8:25 am Aug15/25
Out: 9:53 am Aug15/25

1 Rate \$9.00

BALANCE DUE \$9.00
CARD \$9.00
CARD # *****7913

JAL Court Parking

1/2 11860-001
1/2 11860-002

sm
apfu

Invoices for Mediation- Related Expenses

ADVANCED

RESOLUTION MANAGEMENT



Advanced Resolution Management
6980 S. Cimarron Road, Ste. 210
Las Vegas, NV 89113
T: 855-777-4276
www.armadr.com

INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 24666
Invoice Date: 10/14/2024
Due Date: 11/21/2024
ARM Tax ID: 47-5337146

Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665

Administrative Fee	\$	875.00
Full-Day Mediation(Class Action)	\$	6,250.00
Invoice Total:		\$ 7,125.00

LAST DAY TO CANCEL/CONTINUE: 11/21/2024

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$1250 p/h.

ARM's Cancellation/Rescheduling Policy: you must give written notice to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.

Bailey Kennedy's 1/2 share of invoice:

3562.50

- 864.15 Less amount owed to
BK by Sgro+Roger for
BRH Invoice

* 2,698.35 Balance Due to Sgro+
Roger

Calendared	/
Scanned	Sm
To ARM	Sm 12-6-24

11860-081 : 1349.18
11860-082 : 1349.17

This invoice represents your share of the fees.
Please make checks out to Advanced Resolution Management.

ADVANCED

RESOLUTION MANAGEMENT



Advanced Resolution Management
6980 S. Cimarron Road, Ste. 210
Las Vegas, NV 89113
T: 855-777-4276
www.armadr.com

INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 25699
Invoice Date: 1/24/2025
Due Date: 2/7/2025
ARM Tax ID: 47-5337146

Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665

Supplemental Bill (Mediation Time Past Reserved Hours)	\$	1,875.00
Invoice Total:		\$ 1,875.00

This invoice is a supplemental bill from the recent mediation session on January 22nd. The billing reflected is for the additional hours the mediator dedicated to assist both parties beyond the originally designated time for a full-day matter.

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$ p/h.

ARM's Cancellation/Rescheduling Policy: you must give written notice to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.

*This invoice represents your share of the fees.
Please make checks out to Advanced Resolution Management.*

ADVANCED

RESOLUTION MANAGEMENT



Advanced Resolution Management
6980 S. Cimarron Road, Ste. 210
Las Vegas, NV 89113
T: 855-777-4276
www.armadr.com

INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 26138

Invoice Date: 2/26/2025

Due Date: 2/28/2025

ARM Tax ID: 47-5337146

Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665

Administrative Fee	\$	1,000.00
Half-day Mediation (Class Action) 50% Portion	\$	3,125.00
Invoice Total:		\$ 4,125.00

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$ p/h.

ARM's Cancellation/Rescheduling Policy: you must give written notice to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.

Stephanie Kishi

From: Stephanie Kishi
Sent: Tuesday, March 25, 2025 2:40 PM
To: Karla Llamas
Cc: Sharon Murnane; Alexis Williams
Subject: RE: ARM Invoice 26559

Hi Karla,

Thank you so much for confirming payment. We will go ahead and get a reimbursement check issued.

Thanks!

Stephanie Kishi
Assistant Legal Administrator
BAILEY ♦ KENNEDY, LLP
8984 Spanish Ridge Avenue
BAILEY KENNEDY, LLP Operating Account

31318

Sgro & Roger

3/27/2025

Date	Reference	Description
3/27/2025	250331	BK Portion of ARM Inv # 26559

Payment
625.00

1

3/28/25

LMP100 M/P CHECK



104741

your half.

Thank you,

Karla Llamas • Managing Administrator
klamas@sgroandroger.com
Phone: (702) 384-9800
Fax: (702) 665-4120

1 JOHN R. BAILEY
Nevada Bar No. 0137
2 DENNIS L. KENNEDY
Nevada Bar No. 1462
3 JOSEPH A. LIEBMAN
Nevada Bar No. 10125
4 PAUL C. WILLIAMS
Nevada Bar No. 12524
5 JAROD B. PENNIMAN
Nevada Bar No. 16299
6 **BAILEY ♦ KENNEDY**
8984 Spanish Ridge Avenue
7 Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
8 Facsimile: 702.562.8821
JBailey@BaileyKennedy.com
9 DKennedy@BaileyKennedy.com
JLiebman@BaileyKennedy.com
10 PWilliams@BaileyKennedy.com
JPenniman@BaileyKennedy.com
11

12 ANTHONY P. SGRO
Nevada Bar No. 3811
ALANNA C. BONDY
13 Nevada Bar No. 14830
SGRO & ROGER
14 2901 El Camino Avenue, Suite 204
Las Vegas, Nevada 89102
15 Telephone: 702.384.9800
Facsimile: 702.665.4120
16 TSgro@SgroandRoger.com
ABondy@SgroandRoger.com
17

18 *Attorneys for Plaintiffs*

19 UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

20 DANIEL COYNE, individually and on behalf of
those similarly situated; DAVID DENTON,
21 individually and on behalf of those similarly
situated; and SEAN BOLLIG, individually and on
22 behalf of those similarly situated,

23 Plaintiffs,

24 vs.

25 LAS VEGAS METROPOLITAN POLICE
DEPARTMENT,
26

Defendant.

Case No. 2:22-cv-00475-APG-DJA

**PLAINTIFFS' VERIFIED
MEMORANDUM OF COSTS**

PLAINTIFFS' VERIFIED MEMORANDUM OF COSTS

Plaintiffs Daniel Coyne, David Denton, and Sean Bollig (collectively, "Plaintiffs") submit this Verified Memorandum of Costs in support of their Motion for Attorney's Fees and Costs.

Plaintiff, through Bailey❖Kennedy, incurred the following recoverable costs in this action:

1. CLERK'S FEES N/A
2. REPORTERS' FEES N/A
3. JURORS' FEES & EXPENSES N/A
4. WITNESS FEES N/A
5. EXPERT FEES\$10,392.12¹

11/18/2024	Berkeley Research Group - Expert services and fees through October 2024	\$864.15
12/12/2024	Berkeley Research Group - Expert services fees and costs for November 2024	\$4,728.15
01/15/2025	Berkeley Research Group - Expert fees and expenses for December 2024	\$4,799.82

6. INTERPRETER FEES N/A
7. SERVICE OF PROCESS N/A
8. FEES OF OFFICIAL REPORTER N/A
9. BOND FEES N/A
10. BAILIFF/MARSHALL FEES N/A
11. TELECOPY FEES N/A
12. PHOTOCOPY FEES.....\$72.50²

12/10/2024	Document Reproduction – 86 pages at \$0.25 per page	\$21.50
03/11/2025	Document Reproduction – 12 pages at \$0.25 per page	\$3.00
03/12/2025	Document Reproduction – 4 pages at \$0.25 per page	\$1.00
08/13/2025	Document Reproduction – 188 pages at \$0.25 per page	\$47.00

¹ True and correct copies of invoices for Expert fees incurred by Plaintiffs in this action are attached hereto.

² A true and correct accounting of all copy charges incurred by Plaintiffs in this action is attached hereto.

13. LONG DISTANCE FEES	N/A
14. POSTAGE	N/A
15. TRAVEL FEES.....	N/A
17. MESSENGER/COURIER FEES	N/A
18. LEGAL RESEARCH FEES	\$2,086.85 ³

10/31/2023	Downloads from Public Access to Court Electronic Records (PACER) for the month ending 10/31/2023	\$5.20
11/30/2023	Downloads from Public Access to Court Electronic Records (PACER) for the month ending 11/30/2023	\$48.90
12/31/2023	Downloads from Public Access to Court Electronic Records (PACER) for the month ending 12/31/2023	\$57.80
01/31/2024	Downloads from Public Access to Court Electronic Records (PACER) for the month ending 1/31/2024	\$5.30
02/29/2024	Downloads from Public Access to Court Electronic Records (PACER) for the month ending 2/29/2024	\$1.00
05/31/2024	Downloads from Public Access to Court Electronic Records (PACER) for the month ending 5/31/2024	\$1.00
02/28/2025	Downloads from Public Access to Court Electronic Records (PACER) for the month ending 2/28/2025	\$3.90
04/30/2025	Downloads from Public Access to Court Electronic Records (PACER) for the month ending 4/30/2025	\$40.40
05/31/2025	Downloads from Public Access to Court Electronic Records (PACER) for the month ending 5/31/2025	\$2.80
10/31/2023	Legal Research Platform for month ending on 10/31/2023	\$67.69
11/30/2023	Legal Research Platform for month ending on 11/30/2023	\$416.49
12/31/2023	Legal Research Platform for month ending on 12/31/2023	\$847.21
01/31/2024	Legal Research Platform for month ending on 01/31/2024	\$181.14
02/29/2024	Legal Research Platform for month ending on 02/29/2024	\$58.17
03/31/2024	Legal Research Platform for month ending on 03/31/2024	\$126.37
05/31/2024	Legal Research Platform for month ending on 05/31/2024	\$190.32

³ A true and correct accounting of all Legal Research Fees incurred by Plaintiffs in this action is attached hereto.

06/30/2024	Legal Research Platform for month ending on 6/30/24	\$33.16
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19. ELECTRONIC DISCOVERY FEES.....\$568.75⁴

01/22/2025	Holo Discovery - Process and combine 23,374 documents (totaling 103,312 pages) into 36 large PDFs for ease of review	\$568.75
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20. COURTHOUSE PARKING EXPENSES.....\$14.75⁵

07/10/2025	Courthouse Parking for John R. Bailey to attend Status Conference	\$2.00
08/15/2025	Courthouse Parking for John R. Bailey to attend joint hearing for Preliminary Approval of Settlement	\$2.25
08/15/2025	Courthouse Parking for Joseph A. Liebman to attend joint hearing on Joint Motion for Preliminary Approval of Settlement	\$4.50
08/15/2025	Courthouse Parking for Dennis L. Kennedy to attend joint hearing on Joint Motion for Preliminary Approval of Settlement	\$6.00

23. MEDIATION-RELATED EXPENSES\$3,161.67⁶

12/09/2024	Sgro & Roger - Reimbursement for half of Advanced Resolution Management's mediation fees.	\$1,349.17
02/28/2025	Bailey Kennedy 50% portion of Advanced Resolution Management Invoice No. 25699 (Supplemental bill - Mediation session for time past reserved hours)	\$468.75
02/28/2025	Bailey Kennedy 50% portion of Advanced Resolution Management Invoice No. 26138 (Half-day Mediation)	\$1,031.25
03/27/2025	Bailey Kennedy 50% portion of Advanced Resolution Management Invoice No. 26559 (Supplemental Billing)	\$312.50

Each of the foregoing costs was reasonably and necessarily incurred by Plaintiffs in this action. While each of the foregoing costs may not appear to have directly aided in the successful outcome obtained by Plaintiffs, they reference work that can be properly attributed to bringing about

⁴ A true and correct copy of the invoice for Electronic Discovery Fees incurred by Plaintiffs in this action is attached hereto.

⁵ True and correct copies of all receipts for Courthouse Parking Expenses incurred by Plaintiffs in this action are attached hereto.

⁶ True and correct copies of the invoices for Mediation-Related Expenses incurred by Plaintiffs in this action are attached hereto.

1 the benefit obtained in this case. As such, the Court should award Plaintiffs, through
2 Bailey ❖ Kennedy, their total costs in the amount of \$16,296.64.

3 DATED this 22nd day of September, 2025.

4 **BAILEY ❖ KENNEDY**

5 By: /s/ Joseph A. Liebman

6 JOHN R. BAILEY
7 DENNIS L. KENNEDY
8 JOSEPH A. LIEBMAN
9 PAUL C. WILLIAMS
10 JAROD B. PENNIMAN

11 **SGRO & ROGER**

12 ANTHONY P. SGRO
13 ALANNA C. BONDY
14 *Attorneys for Plaintiffs*
15
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**DECLARATION OF JOSEPH A. LIEBMAN IN SUPPORT OF PLAINTIFFS' VERIFIED
MEMORANDUM OF COSTS**

I, Joseph A. Liebman, declare as follows:

1. I am an attorney with the law firm of Bailey ♦ Kennedy, counsel of record for Plaintiffs in the case entitled *Daniel Coyne, et al. vs. Las Vegas Metropolitan Police Department*, Case No. 2:22-cv-00475-APG-DJA, pending before this Court. I have personal knowledge of and am competent to testify to the facts contained in this declaration. I have made this declaration in support of Plaintiffs' Verified Memorandum of Costs.

2. The items contained in Plaintiffs' Verified Memorandum of Costs are true and correct to the best of my knowledge, information, and belief as they relate to costs and expenses incurred through my firm. Each of the costs identified in Plaintiffs' Verified Memorandum of Costs incurred through my firm were reasonably and necessarily incurred in this action.

I declare under penalty of perjury, under the laws of the State of Nevada, that the foregoing is true and correct.

EXECUTED on this 22nd day of September, 2025.

/s/ Joseph A. Liebman
JOSEPH A. LIEBMAN

Invoices for Expert Fees

8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302

TELEPHONE 702.562.8820
FACSIMILE 702.562.8821
WWW.BAILEYKENNEDY.COM

BAILEY ♦
KENNEDY
ATTORNEYS AT LAW

ALICE O'HEARN

DIRECT DIAL
702.851.0040

AOHEARN@BAILEYKENNEDY.COM

November 18, 2024

Via Email: TSgro@sgroandroger.com

Anthony P. Sgro, Esq.
Sgro & Roger
2901 El Camino Avenue, Suite 204
Las Vegas, NV 89102

Re: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Dear Mr. Sgro:

Attached is an invoice from Berkeley Research Group, LLC for professional services rendered through October 31, 2024, in the above-referenced matter. We will pay the bill in full, and we ask that you reimburse us your half (\$864.15). Thank you.

Sincerely,



Alice O'Hearn
Legal Administrator

ANO\ano
Attachment



John Bailey
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

November 18, 2024
Client-Project: 030548-054410
Invoice #: 10007886
Tax ID: 27-1451273

Via Email: JBailey@BaileyKennedy.com

RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Services Rendered Through October 31, 2024

Professional Services	\$	1,646.00	USD
Expenses Incurred		82.30	
CURRENT CHARGES	\$	1,728.30	USD

PAYMENT IS DUE BY December 18, 2024

Please direct questions regarding this invoice to: Carole M. Amidon at camidon@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 10007886

Please send remittance advice details to:
remitadvice@thinkbrg.com

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

cc:

Alanna Bondy

Via Email: abondy@sgroandroger.com



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 2 of 3
Invoice # 10007886
Client-Project: 030548-054410

Services Rendered Through October 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Director			
Carole M. Amidon	570.00	2.80	1,596.00
Case Assistant			
Elizabeth L. Thies	250.00	0.20	50.00
Total Professional Services		<u>3.00</u>	<u>1,646.00</u>

EXPENSES

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	<u>82.30</u>
Total Expenses	82.30



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 3 of 3
Invoice # 10007886
Client-Project: 030548-054410

Services Rendered Through October 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
10/14/24	Carole M. Amidon	Review documents. Conference call with counsel.	2.50
10/14/24	Elizabeth L. Thies	Prepare index of materials received.	0.20
10/15/24	Carole M. Amidon	Conference call with counsel.	0.30
Professional Services			3.00



John Bailey
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

December 12, 2024
Client-Project: 030548-054410
Invoice #: 10009637
Tax ID: 27-1451273

Via Email: JBailey@BaileyKennedy.com

RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Services Rendered Through November 30, 2024

Professional Services	\$	9,006.00	USD
Expenses Incurred		450.30	
CURRENT CHARGES	\$	9,456.30	USD

PAYMENT IS DUE BY January 11, 2025

Please direct questions regarding this invoice to: Carole M. Amidon at camidon@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 10009637

Please send remittance advice details to:
remitadvice@thinkbrg.com

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

cc:

Alanna Bondy

Via Email: abondy@sgroandroger.com



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 2 of 3
Invoice # 10009637
Client-Project: 030548-054410

Services Rendered Through November 30, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Director			
Carole M. Amidon	570.00	13.30	7,581.00
Managing Consultant			
Noel M. Williams	425.00	2.00	850.00
Case Assistant			
Elizabeth L. Thies	250.00	2.30	575.00
Total Professional Services		<u>17.60</u>	<u>9,006.00</u>

EXPENSES

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	<u>450.30</u>
Total Expenses	450.30



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 3 of 3
Invoice # 10009637
Client-Project: 030548-054410

Services Rendered Through November 30, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
11/05/24	Elizabeth L. Thies	Update index of materials received.	0.40
11/06/24	Carole M. Amidon	Review case information and documents.	2.60
11/14/24	Elizabeth L. Thies	Update index of materials received.	0.10
11/15/24	Noel M. Williams	Research OES data.	2.00
11/18/24	Carole M. Amidon	Review case information and data.	4.20
11/19/24	Carole M. Amidon	Review case information and data.	2.10
11/19/24	Elizabeth L. Thies	Review event shifts spreadsheet.	1.70
11/20/24	Carole M. Amidon	Review case information. Prepare requested information.	2.10
11/20/24	Elizabeth L. Thies	Update index of materials received.	0.10
11/26/24	Carole M. Amidon	Review case information and data. Prepare requested information.	2.30
Professional Services			17.60

8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1302

TELEPHONE 702.562.8820
FACSIMILE 702.562.8821
WWW.BAILEYKENNEDY.COM

BAILEY ♦
KENNEDY
ATTORNEYS AT LAW

ALICE O'HEARN

DIRECT DIAL
702.851.0040

AOHEARN@BAILEYKENNEDY.COM

January 16, 2025

Via Email: TSgro@sgroandroger.com

Anthony P. Sgro, Esq.
Sgro & Roger
2901 El Camino Avenue, Suite 204
Las Vegas, NV 89102

Re: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Dear Mr. Sgro:

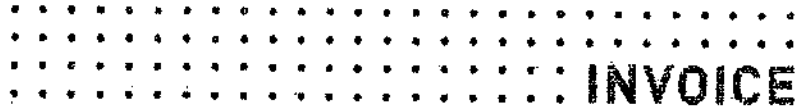
Attached is an invoice from Berkeley Research Group, LLC for professional services rendered through December 31, 2024, in the above-referenced matter. We will pay the bill in full, and we ask that you reimburse us your half (\$4,799.81). Thank you.

Sincerely,



Alice O'Hearn
Legal Administrator

ANO\ano
Attachment



INVOICE

John Bailey
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

January 15, 2025
Client-Project: 030548-054410
Invoice #: 10011622
Tax ID: 27-1451273

Via Email: JBailey@BaileyKennedy.com

RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Services Rendered Through December 31, 2024

Professional Services	\$	9,142.50	USD
Expenses Incurred		457.13	
CURRENT CHARGES	\$	9,599.63	USD

PAYMENT IS DUE BY February 14, 2025

Please direct questions regarding this invoice to: Carole M. Amidon at camidon@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 10011622

Please send remittance advice details to:
remittanceadvice@thinkbrg.com

Please remit check payment to:

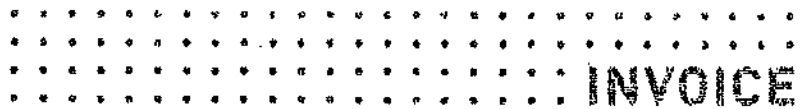
BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

cc:

Alanna Bondy
Via Email: abondy@sgroandroger.com



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 2 of 3
Invoice # 10011622
Client-Project: 030548-054410

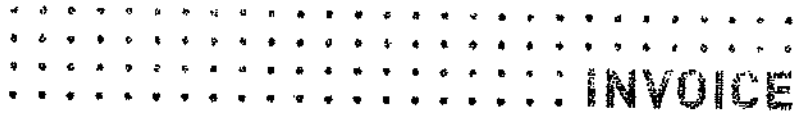
Services Rendered Through December 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Director			
Carole M. Amidon	570.00	12.20	6,954.00
Managing Consultant			
Jennifer Lambdin	445.00	4.30	1,913.50
Case Assistant			
Elizabeth L. Thies	250.00	1.10	275.00
Total Professional Services		<u>17.60</u>	<u>9,142.50</u>

EXPENSES

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	<u>457.13</u>
Total Expenses	457.13



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 3 of 3
Invoice # 10011622
Client-Project: 030548-054410

Services Rendered Through December 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
12/02/24	Carole M. Amidon	Prepare estimates.	4.20
12/02/24	Elizabeth L. Thies	Review summary. Update index of materials received.	0.50
12/03/24	Carole M. Amidon	Prepare estimates.	5.30
12/03/24	Jennifer Lambdin	Reviewing programming coding and logic.	2.20
12/03/24	Elizabeth L. Thies	Update index of materials sent and received.	0.10
12/04/24	Carole M. Amidon	Prepare estimates.	2.70
12/04/24	Jennifer Lambdin	Reviewing programming coding and logic.	2.10
12/04/24	Elizabeth L. Thies	Review summary. Update index of materials sent.	0.50
Professional Services			17.60

Accounting of Copy Charges

Bailey Kennedy, LLP

Listing

Date	Prof	Matter ID/Client Sort Matter Description Narrative	Activity Code	Component Task Code	Units	Price	Value	Ext. Amt.
Component: Copies								
Initials:								
12/10/2024		11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Document Reproduction		Copies	86.00	0.25	21.50	21.50
03/11/2025		11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Document Reproduction		Copies	12.00	0.25	3.00	3.00
03/12/2025		11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Document Reproduction		Copies	4.00	0.25	1.00	1.00
08/13/2025		11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Document Reproduction		Copies	188.00	0.25	47.00	47.00
					Initials:	290.00	72.50	72.50
					Component: Copies	290.00	72.50	72.50

Accounting of Legal Research Fees

Bailey Kennedy, LLP

Listing

Date	Prof	Matter ID/Client Sort Matter Description Narrative	Activity Code	Component Task Code	Units	Price	Value	Ext. Amt.
Component: Pacer								
Initials: SMK								
10/31/2023	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Downloads from Public Access to Court Electronic Records (PACER) for the month ending 10/31/2023		Pacer	52.00	0.10	5.20	5.20
11/30/2023	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Downloads from Public Access to Court Electronic Records (PACER) for the month ending 11/30/2023		Pacer	489.00	0.10	48.90	48.90
12/31/2023	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Downloads from Public Access to Court Electronic Records (PACER) for the month ending 12/31/2023		Pacer	578.00	0.10	57.80	57.80
01/31/2024	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Downloads from Public Access to Court Electronic Records (PACER) for the month ending 1/31/2024		Pacer	53.00	0.10	5.30	5.30
02/29/2024	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Downloads from Public Access to Court Electronic Records (PACER) for the month ending 2/29/2024		Pacer	10.00	0.10	1.00	1.00
05/31/2024	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Downloads from Public Access to Court Electronic Records (PACER) for the month ending 5/31/2024		Pacer	10.00	0.10	1.00	1.00

Bailey Kennedy, LLP

Listing

Date	Prof	Matter ID/Client Sort Matter Description Narrative	Activity Code	Component Task Code	Units	Price	Value	Ext. Amt.
02/28/2025	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Downloads from Public Access to Court Electronic Records (PACER) for the month ending 2/28/2025		Pacer	39.00	0.10	3.90	3.90
04/30/2025	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Downloads from Public Access to Court Electronic Records (PACER) for the month ending 4/30/2025		Pacer	404.00	0.10	40.40	40.40
05/31/2025	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Downloads from Public Access to Court Electronic Records (PACER) for the month ending 5/31/2025		Pacer	28.00	0.10	2.80	2.80
					Initials: SMK	1,663.00	166.30	166.30
					Component: Pacer	1,663.00	166.30	166.30

Bailey Kennedy, LLP

Listing

Date	Prof	Matter ID/Client Sort Matter Description Narrative	Activity Code	Component Task Code	Units	Price	Value	Ext. Amt.
Component: Westlaw								
Initials: SMK								
10/31/2023	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court On-line Legal Research		Westlaw	1.00	67.69	67.69	67.69
11/30/2023	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court On-line Legal Research		Westlaw	1.00	416.49	416.49	416.49
12/31/2023	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court On-line Legal Research		Westlaw	1.00	847.21	847.21	847.21
01/31/2024	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court On-line Legal Research		Westlaw	1.00	181.14	181.14	181.14
02/29/2024	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Legal Research Platform for month ending on 2/29/2024		Westlaw	1.00	58.17	58.17	58.17
03/31/2024	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Legal Research Platform for month ending on 3/31/24		Westlaw	1.00	126.37	126.37	126.37
05/31/2024	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Legal Research Platform for month ending on 5/31/24		Westlaw	1.00	32.04	32.04	32.04
05/31/2024	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Legal Research Platform for month ending on 5/31/24		Westlaw	1.00	158.28	158.28	158.28
06/30/2024	SMK	11860-001/ Coyne, Daniel LVMPD Class Action-Federal Court Legal Research Platform for month ending on 6/30/24		Westlaw	1.00	33.16	33.16	33.16

Bailey Kennedy, LLP

Listing

Date	Prof	Matter ID/Client Sort Matter Description Narrative	Activity Code	Component Task Code	Units	Price	Value	Ext. Amt.
				Initials: SMK	9.00		1,920.55	1,920.55
				Component: Westlaw	9.00		1,920.55	1,920.55

Invoice for Electronic Discovery Fees



HOLO Discovery
3016 West Charleston Blvd
Suite 170
Las Vegas, NV 89102
702.333.4321

Invoice

INVOICE	23081
DATE	1/22/2025
TERMS	Net 30
DUE DATE	2/21/2025

BILL TO

Bailey Kennedy
8984 Spanish Ridge Ave
Las Vegas, NV 89148

ORDERED BY

Ashley

CLIENT MATTER

Coyne, et al v. LVMPD

REP

Jon

ACTIVITY	QTY	AMOUNT
Description: Combine documents into big PDF chunks		
E-Discovery Technician-Per Hour Project: 36828, Date: 01/07/2024, Description: Process data	6.5	1,137.50
Sales Tax		0.00

Total Due	\$1,137.50
Payments/Credits	\$0.00
Balance Due	\$1,137.50

Thank you for your business. Please make checks payable to HOLO Discovery.
Tax ID: 81-2158838

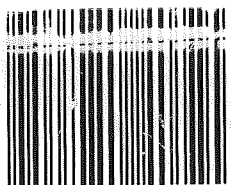
Receipts for Courthouse Parking Expenses

Sharon Murnane

Subject: [DLK/JRB/JAL/PCW/JBP] Coyne-LVMPD: Hearing: Status Check regarding
Start: Thu 2/6/2025 9:00 AM
End: Thu 2/6/2025 10:00 AM
Recurrence: (none)
Meeting Status: Accepted
Organizer: ProLaw Agent
Required Attendees: Jarod B. Penniman; Joseph Liebman; Susan Russo; Dennis Kennedy; John Bailey; Sharon Murnane; Jennifer Kennedy; Ashley LaCroix; Paul Williams
Categories: ProLaw - Business

[DLK/JRB/JAL/PCW/JBP] Coyne-LVMPD: Hearing: Status Check regarding Mediation. [Per Judge Hardy in Stipulation and Order efiled on 1-6-25); and per Odyssey.

PLEASE TAKE TO EXIT
CREDIT OR EXACT
CHANGE ONLY AT EXIT



Issue # 1-009770
08:28 06 Feb 25

\$12.10

11860-002

Calendared	/
Scanned	sm
ETP	sm

Sharon Murnane

Subject: [DLK/JAL/PCW/JBP] Coyne-LVMPD (State Crt): Status Check Hearing on
Location: 8th JDC, Dept 15

Start: Mon 6/2/2025 9:00 AM
End: Mon 6/2/2025 11:00 AM

Recurrence: (none)

Meeting Status: Accepted

Organizer: ProLaw Agent
Required Attendees: Jarod B. Penniman; Joseph Liebman; Susan Russo; Dennis Kennedy; John Bailey; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Ashley LaCroix; Paul Williams

[DLK/JAL/PCW/JBP] Coyne-LVMPD (State Crt): Status Check Hearing on Settlement Documents. [Per Stipulation and Order to Vacate Hearing on Plaintiffs' Motion for Class Certification filed 3-28-25]

Jun 02 2025 09:27 AM

TRANSACTION RECORD

Card Number : xxxxxxxxxxxx5880
Account : VISA DEBIT
Trans Type : PURCHASE
Amount : \$6.00

Auth # : 852480
Date : Jun02/25
Time : 09:27:59
Reference# : 190120

852480 Approved

Douglas Parking
Monthly Rates
Available
(702) 382-7988
DouglasParking.com

Transaction No. 190120
Ticket No. 6240

[Lane - 3]

In: 8:33 am Jun02/25
Out: 9:27 am Jun02/25

1 Rate \$6.00

EMERGENCY DUE \$6.00
CARD \$6.00
CARD # *****5880

11860-002

Calendared	/
Scanned	Sm
To Check	Sm 6-21-25

JAL Court Parking
for Status Check
Hearing.

Sharon Murnane

Subject: [JAL] Coyne-LVMPD (State Crt): Status Check Hearing on Settlement
Location: 8th JDC, Dept 15

Start: Wed 7/16/2025 9:00 AM
End: Wed 7/16/2025 10:00 AM

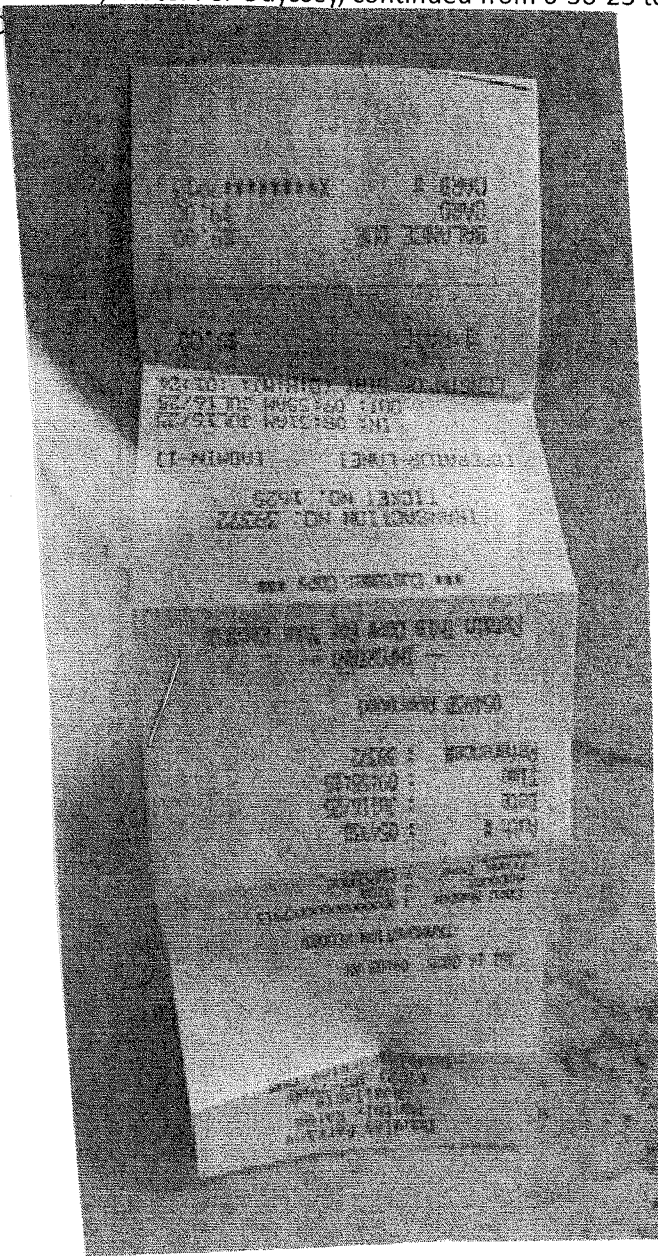
Recurrence: (none)

Meeting Status: Accepted

Organizer: ProLaw Agent
Required Attendees: Jarod B. Penniman; Joseph Liebman; Susan Russo; Dennis Kennedy; John Bailey; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Ashley LaCroix; Paul Williams

Categories: ProLaw - Business

[JAL] Coyne-LVMPD (State Crt): Status Check Hearing on Settlement Documents. [Per Judge at 6-2-25 status check hearing] Courtroom 11D, Note: Per Odyssey, continued from 6-30-25 to 7-16-25, 9 am, and per Stipulation and Order efiled 6-39-25. C



11860-082

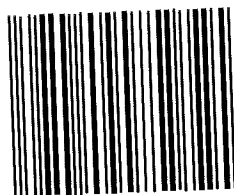
Signature: *[Handwritten signature]*

Signature: *[Handwritten signature]*

**8/15/25: JRB Parking – Attend Joint Hearing for
Preliminary Approval of Settlement
Coyne/LVMPD
11860-010/002**

***Machine did not print out receipt**

**PLEASE TAKE TO EXIT
CREDIT OR EXACT
CHANGE ONLY AT EXIT**



**Issue # 1-005053
08:30 15 Aug 25**

*\$9.00 COYNE
✓
METRO*

Tower 300

020353

Las Vegas, NV, 300 S. 4th

Right Exit 08/15/25 09:54
Receipt 031042

Short-term parking tkt

1 - No. 097592

08/15/25 08:01

08/15/25 09:54

Period 0d2h4'

\$12.00

Sub Total

\$12.00

Tax

\$0.00

Total

\$12.00

Payment Received

AID A0000000031010

APP LABEL VISA CREDIT

CARD *****5955

AUTHORIZATION 30813G

TOTAL USD\$12.00

APPROVED

04A54BC4 - 1/1

Sharon Murnane

Subject: [JAL] Coyne-LVMPD (State Crt): Motion hearing date/Joint Hearing
Location: 8th JDC, Dept 15

Start: Fri 8/15/2025 9:00 AM
End: Fri 8/15/2025 11:00 AM

Recurrence: (none)

Meeting Status: Accepted

Organizer: ProLaw Agent
Required Attendees: Jarod B. Penniman; Joseph Liebman; Susan Russo; Dennis Kennedy; John Bailey; Sharon Murnane; Jennifer Kennedy; Karen Rodman; Ashley LaCroix; Paul Williams

[JAL] Coyne-LVMPD (State Crt): Motion hearing date/Joint Hearing before Judge Joe Hardy and USDC Judge Andrew Gordon [RE: Joint Motion for Preliminary Approval of Settlement] Note: Hearing set by Judge Joe Hardy at 7-16-25 Status Check Hrg. Courtroom 11D. [Per [138] Order Granting [137] Stipulation to Schedule Joint Hearing for Joint Motion for Preliminary Settlement Approval - and per Notice from U.S. District Court received 8-12-25]

XXXXXXXXXX13

025620
Aug 15/25
09:54:17
400500

025620 Approved

-- IMPORTANT --
Retain This Copy For Your Records

*** Customer Copy ***

Douglas Parking
Monthly Rates
Available
(702) 382-7988
DouglasParking.com

Transaction No. 193533
Ticket No. 5049
[Lane - 3]

In: 8:25 am Aug15/25
Out: 9:53 am Aug15/25

1 Rate \$9.00

BALANCE DUE \$9.00
CARD \$9.00
CARD # *****7913

JAL Court Parking

1/2 11860-001
1/2 11860-002

sm
apfu

Invoices for Mediation- Related Expenses

ADVANCED

RESOLUTION MANAGEMENT



Advanced Resolution Management
6980 S. Cimarron Road, Ste. 210
Las Vegas, NV 89113
T: 855-777-4276
www.armadr.com

INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 24666
Invoice Date: 10/14/2024
Due Date: 11/21/2024
ARM Tax ID: 47-5337146

Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665

Administrative Fee	\$	875.00
Full-Day Mediation(Class Action)	\$	6,250.00
Invoice Total:		\$ 7,125.00

LAST DAY TO CANCEL/CONTINUE: 11/21/2024

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$1250 p/h.

ARM's Cancellation/Rescheduling Policy: you must give written notice to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.

Bailey Kennedy's 1/2 share of invoice:

3562.50

- 864.15 Less amount owed to
BK by Sgro+Roger for
BRH Invoice

* 2,698.35 Balance Due to Sgro+
Roger

Calendared	/
Scanned	Sm
To ARM	Sm 12-6-24

11860-081 : 1349.18
11860-082 : 1349.17

This invoice represents your share of the fees.
Please make checks out to Advanced Resolution Management.

ADVANCED

RESOLUTION MANAGEMENT



Advanced Resolution Management
6980 S. Cimarron Road, Ste. 210
Las Vegas, NV 89113
T: 855-777-4276
www.armadr.com

INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 25699
Invoice Date: 1/24/2025
Due Date: 2/7/2025
ARM Tax ID: 47-5337146

Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665

Supplemental Bill (Mediation Time Past Reserved Hours)	\$	1,875.00
Invoice Total:		\$ 1,875.00

This invoice is a supplemental bill from the recent mediation session on January 22nd. The billing reflected is for the additional hours the mediator dedicated to assist both parties beyond the originally designated time for a full-day matter.

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$ p/h.

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Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.

*This invoice represents your share of the fees.
Please make checks out to Advanced Resolution Management.*

ADVANCED

RESOLUTION MANAGEMENT



Advanced Resolution Management
6980 S. Cimarron Road, Ste. 210
Las Vegas, NV 89113
T: 855-777-4276
www.armadr.com

INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 26138
Invoice Date: 2/26/2025
Due Date: 2/28/2025
ARM Tax ID: 47-5337146

Case Name: *Coyne, et al. vs. Las Vegas Metropolitan Police Department*
ARM Case #: 2024-823725665

Administrative Fee	\$	1,000.00
Half-day Mediation (Class Action) 50% Portion	\$	3,125.00
Invoice Total:		\$ 4,125.00

Please remit payment to our office no later than close of business by the above date. ***Failure to pay by the due date may result in the cancellation of your matter.*** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$ p/h.

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Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.

Stephanie Kishi

From: Stephanie Kishi
Sent: Tuesday, March 25, 2025 2:40 PM
To: Karla Llamas
Cc: Sharon Murnane; Alexis Williams
Subject: RE: ARM Invoice 26559

Hi Karla,

Thank you so much for confirming payment. We will go ahead and get a reimbursement check issued.

Thanks!

Stephanie Kishi
Assistant Legal Administrator
BAILEY ♦ KENNEDY, LLP
8984 Spanish Ridge Avenue
BAILEY KENNEDY, LLP Operating Account

31318

Sgro & Roger

3/27/2025

Date	Reference	Description
3/27/2025	250331	BK Portion of ARM Inv # 26559

Payment
625.00

1

3/28/25

LMP100 M/P CHECK



104741

your half.

Thank you,

Karla Llamas • Managing Administrator
klamas@sgroandroger.com
Phone: (702) 384-9800
Fax: (702) 665-4120