

ORIGINAL

BEFORE THE STATE OF NEVADA TAXICAB AUTHORITY

DEC 2'25 FILED

IN RE: APPLICATION BY PETEGLO, LLC-TPM, LLC: GEORGE BALABAN (AGTB LLC) MANANGER/MEMBER OF PETEGLO, LLC, AND BRAD BALABAN (BJ) AND DANA BALABAN, BOTH MEMBERS OF PETEGLO LLC-TPM LLC, FOR AUTHORITY TO ACQUIRE THE ASSETS INCLUDING THE CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY ("CPCN")

PETITION FOR LEAVE TO INTERVENE FOR JULIE CHENOWETH AND LISA CHENOWETH

COMES NOW, Julie Chenoweth and Lisa Chenoweth (collectively the "Chenoweths"), by and through their attorneys, the law firm of Marquis Aurbach, hereby petitions the Taxicab Authority of the State of Nevada, pursuant to Nevada Administrative Code ("NAC") 706.894 and 706.876(2), for leave to intervene and join the above-entitled matter on the following grounds:

1. Julie Chenoweth is and was at all times relevant herein, an individual resident of Clark County, Nevada. Lisa Chenoweth is and was at all times relevant herein, an individual resident of Clark County, Nevada.
2. All communications regarding this Petition should be addressed to:

Brian R. Hardy, Esq.
Nevada Bar No. 10068
Sarah C. Ethington, Esq.
Nevada Bar No. 16530
Hannah D. Gagow, Esq.
Nevada Bar No. 17195
10001 Park Run Drive
Las Vegas, Nevada 89145

3. The Chenoweths seek to intervene and participate in the application by Peteglo, LLC-TPM, LLC (George Balaban, Brad Balaban, and Dana Balaban) for authority to acquire the assets, including the Certificate of Public Convenience and Necessity CPCT 884 Sub 4 (224 taxicab medallions), currently held by Nellis Cab, a Nevada series LLC, with the stated intention that

1 TPM, LLC will hold and operate the certificate. Nellis Cab is a related operating entity to
2 Sun Cab, Inc. and therefore directly affects Sun Cab, Inc. and its shareholders.

3 4. The Chenoweths are the daughters of the family founders and owners in Sun Cab, Inc. Julie
4 Chenoweth holds a 25% ownership interest and Lisa Chenoweth holds a 25% ownership
5 interest, together accounting for 50% of Sun Cab, Inc.'s equity. The proposed sale implicates
6 those interests and threatens to impair or extinguish rights that belong to them as
7 shareholders of a closely held, family-run company.

8 5. Intervention is warranted under NAC 706.894 because the Authority's approval process
9 directly affects the value, structure, and lawfulness of the proposed transaction and could
10 otherwise impair or impede the Chenoweth's ability to protect their interests. Their interests
11 are not adequately represented by the current applicant, and participation as formal
12 intervenors will assist the Authority in creating a complete and reliable record.

13 6. There is currently pending litigation in the Eighth Judicial District Court, Clark County,
14 Nevada, Case No. A-25-911415-B. The complaint in that action, arising initially from
15 books-and-records disputes and shareholder-rights issues, was filed on January 31, 2025, and
16 is attached hereto as **Exhibit A**.

17 7. After discovery developments indicating a compressed and undisclosed sale process, the
18 Chenoweth's filed a Motion for Temporary Restraining Order, Preliminary Injunction, and
19 Receivership on October 15, 2025, attached hereto as **Exhibit B**.

20 8. The Court subsequently entered a Temporary Restraining Order ("TRO") on November 6,
21 2025, attached hereto as **Exhibit C**. As relevant here, the TRO restrains the consummation or
22 advancement of the undisclosed sale and preserves the status quo.

23 9. Although the TRO authorizes the parties to continue with the application process before this
24 Authority, the Chenoweths appear as shareholders to assert their formal objection to approval
25 at this time and to request a stay of this hearing until after the Court's evidentiary hearing
26 currently set for December 18, 2025, at 9:00 a.m., on the underlying shareholder and
27 transaction-integrity issues.

28

10. Hearing the matter before the evidentiary hearing on December 18, 2025, risks significant inefficiency and the potential for inconsistent outcomes.
11. A brief stay of the Authority's approval decision will promote administrative and judicial efficiency and avoid wasted effort if the Court later conditions, reworks, or unwinds the transaction.
12. The Chenoweths respectfully ask this Authority to apply the same standards Nevada courts use when evaluating stays and to treat those judicial factors as persuasive and analogous here.
13. Nevada law permits courts to stay or sequence proceedings to conserve judicial resources and avoid duplicative, potentially inconsistent litigation. *See Kirsch v. Traber*, 134 Nev. 163, 166, 414 P.3d 818, 821 (2018); *Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 598, 879 P.2d 1180, 1191 (1994) (holding modified on other grounds by *Exec. Mgmt., Ltd. v. Ticor Title Ins. Co.*, 114 Nev. 823, 963 P.2d 465 (1998)); *see also Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936).
14. In deciding whether to grant a stay, Nevada courts consider nonexhaustive factors, including: (1) the plaintiff's interest in expeditious resolution and any prejudice from delay; (2) the burden on the defendant; (3) the convenience of the court and efficient use of judicial resources; (4) the interests of non-parties; and (5) the public interest. *Aspen Fin. Servs., Inc. v. Eighth Judicial Dist. Court*, 128 Nev. 635, 651–52, 289 P.3d 201, 211–12 (2012).
15. Applied here, the analogous factors strongly support a short, targeted stay. The evidentiary hearing set for December 18, 2025, will address threshold ownership, authority, and transaction-integrity issues; proceeding now risks duplicative effort and inconsistent outcomes. Any brief delay is minimal compared to the prejudice to shareholders and the public if an approval issues on an incomplete record and must later be revisited. And the TRO already in place underscores the need to preserve the status quo while the Court resolves these determinative issues, mitigating any burden on the applicants.
16. After the evidentiary hearing, and consistent with the court's confidentiality protections, the Chenoweths will promptly provide the Authority with the resulting record and materials

1 under an appropriate confidentiality framework for the Authority's independent review. That
2 sequence ensures the Authority receives a complete, reliable record upon which to base any
3 approval decision.

4 17. The Chenoweths must have a full and fair opportunity to conduct due diligence to ensure that
5 any sale is in the best interests of Sun Cab, Inc. and all of its shareholders.

6 18. Accordingly, the Chenoweths hereby assert that any approval of the proposed transfer should
7 not be granted or heard on December 17, 2025, and they formally object to proceeding with
8 the application or approving the sale on that date.

9 WHEREFORE, Julie Chenoweth and Lisa Chenoweth, hereby request relief as follows:

- 10 1. Permission to intervene and participate fully with respect to this matter.
11 2. For such other relief as appears just and proper in the premises.

12 Dated this 2nd day of December, 2025.

13 MARQUIS AURBACH

14
15 By: 

16 Brian R. Hardy, Esq.
17 Nevada Bar No. 10068
18 Sarah C. Ethington, Esq.
19 Nevada Bar No. 16530
20 Hannah D. Gagow, Esq.
21 Nevada Bar No. 17195
22 10001 Park Run Drive
23 Las Vegas, Nevada 89145
24 Attorneys for Plaintiffs Julie Chenoweth
25 and Lisa Chenoweth
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **PETITION FOR LEAVE TO INTERVENE FOR JULIE CHENOWETH AND LISA CHENOWETH** was submitted for filing with the State of Nevada Taxicab Authority on the 2nd day of December, 2025:

State of Nevada Taxicab Authority
2090 E. Flamingo Road, Suite 200
Las Vegas, NV 89119

I hereby further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to the following recipients:

David A. Carroll, Esq. Anthony J. DiRaimondo, Esq. Robert E. Opdyke, Esq. Rice Reuther Sullivan & Carroll, LLP 3800 Howard Hughes Parkway, Suite 1200 Las Vegas, Nevada 89169 dcarroll@rrsc-law.com adiraimondo@rrsc-law.com ropdyke@rrsc-law.com ktantay@rrsc-law.com Attorneys for Defendant Sun Cab, Inc.	Jarrod L. Rickard, Esq. Katie L. Cannata, Esq. Semenza Rickard Law 10161 Park Run Drive, Suite 150 Las Vegas, Nevada 89145 alb@semenzarickard.com klc@semenzarickard.com oak@semenzarickard.com jlr@semenzarickard.com Attorneys for Defendant Michelle Langille
COOPER LEVENSON Kimberly Rushton, Esq. 3016 W. Charleston Blvd. Suite 195 Las Vegas, NV 89102 Attorneys for Applicants	


An employee of Marquis Aurbach

EXHIBIT A

Electronically Filed
1/31/2025 10:02 AM
Steven D. Grierson
CLERK OF THE COURT



CASE NO: A-25-911415-B
Department 31

COMPB

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Attorneys for Plaintiffs Julie Chenoweth and Lisa Chenoweth

DISTRICT COURT

CLARK COUNTY, NEVADA

JULIE CHENOWETH, an individual and LISA
CHENOWETH, an individual,

Plaintiffs,

vs.

SUN CAB, INC., a Nevada corporation;
MICHELLE LANGILLE, an individual; DOES I
through X, inclusive; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

Case No.:
Dept. No.:

Arbitration Exemption Requested:
NAR 3(A) (Declaratory/Equitable/Injunctive
Relief Requested)

Business Court Requested:
Pursuant to EDCR 1.61(a)(1); NRS Chapters
78 and 90, and other business torts.

PLAINTIFFS' VERIFIED COMPLAINT

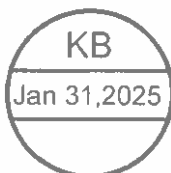
Plaintiffs Julie Chenoweth and Lisa Chenoweth (hereinafter "Plaintiffs"), by and through
their attorneys of record, the law firm of Marquis Aurbach, alleges and complains as follows:

PARTIES

1. Plaintiff Julie Chenoweth ("Julie") is and was at all times relevant herein, an
individual and resident of Clark County Nevada.

2. Plaintiff Lisa Chenoweth ("Lisa") is and was at all times relevant herein, an
individual and resident of Clark County Nevada.

3. Defendant Michelle Langille ("Langille") is and was at all times relevant herein, an
individual and resident of Clark County Nevada.



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5. The names and capacities, whether individuals, corporate, associate or otherwise of Defendants named herein as DOE and ROE CORPORATION are unknown or not yet confirmed. Upon information and belief, said DOE and ROE CORPORATION Defendants are responsible for damages suffered by Plaintiffs and, therefore, Plaintiffs sue said Defendants by such fictitious names. Plaintiffs will ask leave to amend this Complaint to show the true names and capacities of each DOE and ROE CORPORATION Defendants at such time as the same has been ascertained.

6. This Court possesses subject matter jurisdiction over this matter because Clark County, Nevada is the judicial district in which a substantial part of the events or omissions giving rise to the claims set forth herein occurred.

8. Venue is proper before this Court because at all times relevant hereto, Plaintiffs, who are shareholders of Sun Cab, reside in Clark County, Nevada, and Sun Cab is a corporation that conducts business in Clark County, Nevada.

15. Sun Cab, Inc. is a Nevada corporation, which has a total of 20,000 shares, consisting of 1,000 voting shares and 19,000 non-voting shares.

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16. Julie, as trustee of the Julicanna Chenoweth Legacy Trust and the Julieanna Chenoweth Living Trust collectively owns on or about 120 voting shares and 4750 non-voting shares of Sun Cab.

17. Lisa, as trustee of the Lisa Lucille Chenoweth Legacy Trust and the Lisa Lucille Chenoweth Family Trust collectively owns on or about 120 voting shares and 4750 non-voting shares of Sun Cab.

18. Langille, as trustee of the Michelle R. Langille Legacy Trust and the Tristan Trust, collectively owns on or about 120 voting shares and 4750 non-voting shares of Sun Cab.

19. Sun Cab's original Bylaws ("Original Bylaws"), dated December 13, 1988, are silent regarding shareholders' rights to obtain and examine Sun Cab's records.

20. Sun Cab's Total Amendment and Restatement of the Bylaws ("Amended Bylaws") that Sun Cab is believed to be currently operating under, and which was purportedly executed on or about May 2021, is also silent regarding such shareholder rights to obtain and examine Sun Cab's records.

21. Plaintiffs do not possess an executed copy of the Amended Bylaws.

22. As a result of the Bylaws' silence, the Nevada statutes set forth in NRS Chapter 78 govern, specifically NRS 78.105 and NRS 78.257.

23. On or about October 22, 2024, Julie, by and through undersigned counsel, requested that certain books and records of Sun Cab be made available to her for copying, or, in the alternative, that a copy of the requested books and records be provided to her in an electronic format.

24. As set forth in the October 22, 2024 request, specifically, Julie requested to obtain, examine, inspect, and make copies of the following Sun Cab records, including without limitation:

- a. True and complete copies of all Sun Cab's corporate books for the last five (5) years through the date of production;
- b. True and complete financial records for Sun Cab for the last two (2) years through the date of production;

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- 1 c. A true and complete copy of the executed Amended Bylaws that Sun Cab is
2 currently operating under; and
- 3 d. Other records regarding the affairs of Sun Cab as are just and reasonable under the
4 circumstances for the valuation of membership interests and the sale or redemption
5 thereof relating to Julie's stated purpose
- 6 25. As stated in the October 22, 2024 request, none of these requests were sought to
7 further any interest or objective, other than Julie's ownership interest and obligations in Sun Cab.
- 8 26. As set forth in Julie's affidavit, which was enclosed with the October 22, 2024
9 letter, Julie's request for the books and records is not desired for a purpose which is in the interest
10 of a business or object other than the business of Sun Cab.
- 11 27. As set forth in Julie's affidavit, which was enclosed with the October 22, 2024
12 letter, Julie's request for the books and records is not desired for a purpose not related to the her
13 interests as a stockholder of Sun Cab.
- 14 28. Enclosed with Julie's October 22, 2024 letter requesting the books and records was
15 the required affidavit executed pursuant to NRS 78.105(4) and NRS 78.257(2), and the required
16 power of attorney executed pursuant to NRS 78.105(6).
- 17 29. On or about November 6, 2024, Defendants, through their counsel, responded to
18 Julie's October 22, 2024 letter.
- 19 30. However, Defendants' November 6, 2024 letter did not provide Julie with the
20 requested books and records.
- 21 31. Defendants' November 6, 2024 letter included a Nondisclosure and Confidentiality
22 Agreement (hereafter, the "Agreement"), which the letter stated Julie must execute and deliver to
23 Sun Cab before it will produce any books and records.
- 24 32. Defendants' proposed version of the Agreement violates NRS 78.257.
- 25 33. NRS 78.257 allows a company to request a shareholder to sign a confidentiality
26 agreement.
- 27
- 28

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34. NRS 78.257(2) provides that a confidentiality agreement's terms and scope are required to be "reasonably related to protecting the legitimate interests of the corporation."¹

35. However, the language set forth in the Agreement contains language that goes beyond what NRS 78.257(2) allows a confidentiality agreement to contain.

36. The Agreement attempts to restrict, harm, and/or limit Julie's rights as a shareholder in Sun Cab.

37. The Agreement attempts to force Julie to affirmatively release and/or limit all of her potential claims against Defendants.

38. Specifically, the Agreement provides language that states Defendants will not affirm, represent, and/or warrant that any of the books and records they intend to provide are accurate or complete.

39. Additionally, the Agreement provides language that Julie cannot use the books and records for any other purpose whatsoever beyond informational purposes.

40. The Agreement also provides language that Defendants will not have any liability to Julie resulting from her use of the books and records.

41. Further, Defendants' Agreement provides language that prevents Julie from using the books and records from enforcing and/or protecting her rights in Sun Cab.

42. On or about December 6, 2024, Julie, by and through undersigned counsel, reiterated her request for the books and records pursuant to NRS 78.105 and NRS 78.257.

43. Julie's December 6, 2024 letter clarified that her request for books and records is for:

- a. With respect to Plaintiffs' October 22, 2024 letter's request to inspect true and complete copies of all Sun Cab's corporate books for the last five (5) years through the date of production, this is to also include true and complete copies of any and all corporate minutes for the last five (5) years.

¹ NRS 78.257(2).

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44. As provided in Julie's December 6, 2024 letter, she is agreeable and willing to provide Sun Cab with a version of the Agreement in good faith, although it is not required by NRS 78.105 or NRS 78.257.

45. Attached to the December 6, 2024 letter, Julie enclosed her revised version of the Agreement.

46. Julie's version of the Agreement protects Defendants without the impositions on her by Defendants' version of the Agreement provided in their November 6, 2024 letter.

47. On or about December 16, 2024, Defendants, through their counsel, responded to Julie's December 6, 2024 letter.

48. However, Defendants' December 16, 2024 letter did not provide Julie with the requested books and records.

49. Defendants' December 16, 2024 letter included an updated redlined version of the Agreement.

50. With the exception of several minor, immaterial changes proposed in Julie's redlined Agreement, Defendants' updated redlined Agreement rejected almost all of Julie's revisions.

51. Thus, Defendants' updated version of the Agreement essentially reverted it back to being nearly identical to the original Agreement provided with Defendants' November 6, 2024 letter.

52. On or about January 3, 2025, Julie, by and through undersigned counsel, once again, reiterated her request for the books and records pursuant to NRS 78.105 and NRS 78.257.

53. Additionally, Plaintiffs' January 3, 2025 letter contained Lisa's request for the books and records of Sun Cab pursuant to NRS 78.105 and NRS 78.257.

54. As set forth in Lisa's January 3, 2025 request, specifically, she requested to obtain, examine, inspect, and make copies of the following Sun Cab records, including without limitation:

- a. True and complete copies of all Sun Cab's corporate books for the last five (5) years through the date of production;

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- 1 b. True and complete financial records for Sun Cab for the last two (2) years through
2 the date of production;
3 c. A true and complete copy of the executed Amended Bylaws that Sun Cab is
4 currently operating under; and
5 d. Other records regarding the affairs of Sun Cab as are just and reasonable under the
6 circumstances for the valuation of membership interests and the sale or redemption
7 thereof relating to Lisa's stated purpose
8 55. As provided in Plaintiffs' January 3, 2025 letter, they are agreeable and willing to
9 provide Sun Cab with a version of the Agreement, although it is not required by NRS 78.105 or
10 NRS 78.257.
11 56. However, the language set forth in the Agreement, which was enclosed with
12 Defendants' December 16, 2024 letter, goes beyond what NRS 78.257(2) permits a confidentiality
13 agreement to contain.
14 57. Defendants' Agreement provided with their December 16, 2024 letter attempts to
15 restrict, harm, and/or limit Plaintiffs' rights as shareholders in Sun Cab.
16 58. In good faith, Plaintiffs' January 3, 2025 letter contained Plaintiffs' version of the
17 Agreement executed by each Plaintiff.
18 59. The Agreement each Plaintiff executed complies with NRS 78.257(2) because its
19 terms and scope are reasonably related to protecting the legitimate interests of Sun Cab.
20 60. The Agreement each Plaintiff executed protects Defendants without placing the
21 impositions on Plaintiffs that are contained in Defendants' version of the Agreement, which was
22 provided in Defendants' December 16, 2024 letter.
23 61. On or about January 10, 2025, Defendants, through their counsel, responded to
24 Plaintiffs' January 3, 2025 letter and did not provide the requested books and records.
25 62. Defendants' January 10, 2025 letter included Sun Cab's version of the Agreement.
26 63. Defendants' January 10, 2025 letter stated that Defendants will require Plaintiffs to
27 execute Sun Cab's version of the Agreement before providing Plaintiffs with any books and
28 records.

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64. However, the language set forth in Sun Cab's version of the Agreement contains language that goes beyond what NRS 78.257(2) allows a confidentiality agreement to contain.

65. The Agreement attempts to restrict, harm, and/or limit Plaintiffs' rights as shareholders in Sun Cab.

66. The Agreement attempts to force Plaintiffs to affirmatively release and/or limit all of their potential claims against Defendants.

67. Specifically, the Agreement provides language that states Defendants will not affirm, represent, and/or warrant that any of the books and records they intend to provide are accurate or complete.

68. Additionally, the Agreement provides language that Plaintiffs cannot use the books and records for any other purpose whatsoever beyond informational purposes.

69. The Agreement also provides language that Defendants will not have any liability to Plaintiffs resulting from their use of the books and records.

70. Further, Defendants' Agreement provides language that prevents Plaintiffs from using the books and records from enforcing and/or protecting their rights in Sun Cab.

71. Plaintiffs have diligently and repeatedly attempted as set forth herein to obtain, copy, inspect, and/or audit the requested books and records.

72. To date, Defendants have failed to provide Plaintiffs with any and all of the books and records concerning Sun Cab that they have requested.

73. Without this information, Plaintiffs, as shareholders, are unable to properly evaluate their investments and cannot sufficiently assess the business operations and management of Sun Cab.

FIRST CLAIM FOR RELIEF

(Demand for Books and Records – Violation of NRS 78.105)

Against All Defendants

74. Plaintiffs repeat and reallege the paragraphs as though fully stated herein.

75. NRS Chapter 78 governs private corporations, such as Sun Cab.

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76. NRS 78.105(2) provides that “[a]ny person who has been a stockholder of record of a corporation for at least 6 months immediately preceding the demand, ... upon at least 5 days’ written demand, including the affidavit required pursuant to subsection 4, is entitled to inspect in person or by agent or attorney, during usual business hours, the records required by subsection 1 and make copies therefrom.”

77. Under NRS 78.105(5), if a corporation refuses to allow such inspection, then the corporation is liable to the damages incurred by the stockholder in seeking this information.

78. Plaintiffs have each been a stockholder of record of Sun Cab for over six (6) months.

79. Each Plaintiff is a stockholder who owns at least 15% of Sun Cab’s issued and outstanding shares.

80. Julie initially demanded to inspect the requested books and records of Sun Cab on or about October 22, 2024.

81. Lisa initially demanded to inspect the requested books and records of Sun Cab on or about January 3, 2025.

82. Plaintiffs also request to inspect any and all leases that Sun Cab is involved in/a party to, including but not limited to the lease with Lucky Cab Co.

83. To date, Defendants have refused to allow Plaintiffs to inspect any and all requested books and records.

84. Further, NRS 78.105(2) also provides that “[e]very corporation that neglects or refuses to keep the records required by subsection 1 open for inspection, as required in this subsection, shall forfeit to the State the sum of \$25 for every day of such neglect or refusal.”

85. Pursuant to NRS 78.105(4), Julie provided an affidavit with her October 22, 2024 letter.

86. In Defendants’ November 6, 2024 letter, they requested that Julie’s affidavit explicitly include NRS 78.257 in addition to the already stated NRS 78.105.

87. At Defendants request, in Julie’s December 6, 2024 letter, she provided an updated affidavit clarifying its applicability to both NRS 78.105(4) and NRS 78.257(2).

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1 88. Pursuant to NRS 78.105(4) and NRS 78.257(2), Lisa provided an affidavit with
2 Plaintiffs' January 3, 2025 letter.

3 89. NRS 78.105(6) provides that "[i]n every instance where an attorney or other agent
4 of the stockholder seeks the right of inspection, the demand must be accompanied by a power of
5 attorney signed by the stockholder authorizing the attorney or other agent to inspect on behalf of
6 the stockholder."

7 90. Pursuant to NRS 78.105(6), Julie provided a power of attorney with her October
8 22, 2024 letter.

9 91. Pursuant to NRS 78.105(6), Lisa provided a power of attorney with Plaintiffs'
10 January 3, 2025 letter.

11 92. Pursuant to NRS 78.105(8), in Julie's December 6, 2024 letter, she agreed to pay
12 for reasonable costs incurred as a result of her request for the books and records.

13 93. Pursuant to NRS 78.105(8), in Plaintiffs' January 3, 2025 letter, Lisa agreed to pay
14 for reasonable costs incurred as a result of her request for the books and records.

15 94. Defendants have no authority and/or an excusable reason to deny Plaintiffs from
16 obtaining the requested books and records.

17 95. Defendants have no statute, including without limitation NRS 78.107, under which
18 they have authority and/or an excusable reason to deny Plaintiffs from obtaining the requested
19 books and records.

20 96. However, to date, Defendants have failed to provide Plaintiffs with any and all of
21 the books and records concerning Sun Cab that they have requested.

22 97. Without this information, Plaintiffs, as shareholders, are unable to properly
23 evaluate their investments and cannot sufficiently assess the business operations and management
24 of Sun Cab.

25 98. Defendants' acts and/or omissions have made it necessary for Plaintiffs to retain an
26 attorney to pursue this action.

27 99. NRS 78.105(5) provides: "If any corporation willfully neglects or refuses to make
28 any proper entry in the stock ledger or duplicate copy thereof, or neglects or refuses to permit an

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1 inspection of the records required by subsection 1 upon demand by a person entitled to inspect
2 them, or refuses to permit copies to be made therefrom, as provided in subsection 2, the corporation
3 is liable to the person injured for all damages resulting to the person therefrom.”

4 100. Defendants willfully neglected and/or refused to permit Plaintiffs to inspect the
5 requested records upon their written demand, and therefore Defendants are liable to Plaintiffs
6 injured for all damages resulting to them therefrom.

7 101. Plaintiffs are entitled to an order from the Court compelling Sun Cab to disclose
8 the requested books and records to Plaintiffs.

9 102. Plaintiffs are entitled to recover its damages incurred, including its reasonable
10 attorney fees and costs, in connection with inspecting the requested books and records.

11 103. Pursuant to NRS 78.107(3), the Court must compel Defendants’ production of the
12 requested records for Plaintiffs’ examination, which they are entitled to do.

13 104. Pursuant to NRS 78.105(2), as a result of neglecting or refusing to keep the records
14 required by NRS 78.105(1) open for inspection, Sun Cab must forfeit to the State of Nevada the
15 sum of \$25.00 for every day of such neglect or refusal since Defendants’ first reply letter dated
16 November 6, 2024, which is or around 86 days, as of the date of this Complaint, and thus the
17 amount owed is equal to or around \$2,150.00.

18 105. Pursuant to NRS 78.107(5), Sun Cab is liable to Plaintiffs injured for all damages
19 resulting to them as a result of Sun Cab’s willfully neglect or refusal to provide Plaintiffs with
20 copies the requested records, and Sun Cab’s neglect or refusal to permit Plaintiffs to inspect the
21 requested records.

22 106. As a direct and proximate result of Defendants’ conduct Plaintiffs have suffered
23 damages in excess of \$15,000.00.

24 107. Defendants’ acts and/or omissions have made it necessary for Plaintiffs to retain an
25 attorney to pursue this action.

26 108. As such, in addition to a damage award, Plaintiffs are entitled to recovery of special
27 damages in an award of reasonable attorney’s fees and costs incurred herein for being forced to
28 pursue this action, and according to any other basis in law or equity.

SECOND CLAIM FOR RELIEF

(Demand for Books and Records – Violation of NRS 78.257)

Against All Defendants

109. Plaintiffs repeat and reallege the paragraphs as though fully stated herein.

110. NRS 78.257(1) provides that “[a]ny person who has been a stockholder of record of any corporation and owns not less than 15 percent of all of the issued and outstanding shares of the stock of such corporation or has been authorized in writing by the holders of at least 15 percent of all its issued and outstanding shares, upon at least 5 days’ written demand, including the affidavit and confidentiality agreement, if applicable, required pursuant to subsection 2, is entitled to inspect in person or by agent or attorney, during normal business hours, the books of account and financial statements of the corporation, to make copies thereof, and to conduct an audit thereof.”

111. Plaintiffs have each been a stockholder of record of Sun Cab for over six (6) months.

112. Each Plaintiff is a stockholder who owns at least 15% of Sun Cab’s issued and outstanding shares.

113. Julie initially demanded to inspect the requested books and records of Sun Cab on or about October 22, 2024.

114. Lisa initially demanded to inspect the requested books and records of Sun Cab on or about January 3, 2025.

115. To date, Defendants have refused to allow Plaintiffs to inspect any and all requested books and records.

116. Further, NRS 78.257(5) provides that “[i]f any officer or agent of any corporation keeping books of account and financial statements in this State knowingly and willfully refuses to permit an inspection of such books of account and financial statements upon demand by a person entitled to inspect them, or knowingly and willfully refuses to permit an audit of such books of account and financial statements to be conducted by such a person, as provided in subsection 1, the corporation shall forfeit to the State the sum of \$100 for every day of such refusal, and the

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corporation is liable to the person injured for all damages directly resulting to the person from such refusal.”

117. Julie provided an updated affidavit with her December 6, 2024 letter, clarifying its applicability to both NRS 78.105(4) and NRS 78.257(2).

118. Pursuant to NRS 78.105(4) and NRS 78.257(2), Lisa provided an affidavit with Plaintiffs’ January 3, 2025 letter.

119. Defendants have no authority and/or an excusable reason to deny Plaintiffs from obtaining the requested books and records.

120. Defendants have no statute, including without limitation NRS 78.257, under which have authority and/or an excusable reason to deny Plaintiffs from obtaining the requested books and records.

121. However, to date, Defendants have failed to provide Plaintiffs with any and all of the books and records concerning Sun Cab that they have requested.

122. Without this information, Plaintiffs, as shareholders, are unable to properly evaluate their investments and cannot sufficiently assess the business operations and management of Sun Cab.

123. Pursuant to NRS 78.257(5), Defendants knowingly and willfully refused to permit Plaintiffs to inspect or audit the requested books and records upon their written demand, and therefore Defendants are liable to Plaintiffs injured for all damages resulting to them therefrom.

124. Plaintiffs are entitled to recover its damages incurred, including its reasonable attorney fees and costs, in connection with inspecting the requested books and records.

125. Pursuant to NRS 78.257(5), as a result of knowingly and willfully refusing to permit Plaintiffs to inspect or audit the records as required by NRS 78.257(1), Sun Cab must forfeit to the State of Nevada the sum of \$100.00 for every day of such neglect or refusal since Defendants’ first reply letter dated November 6, 2024, which is or around 86 days, as of the date of this Complaint, and thus the amount owed is equal to or around \$8,600.00.

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126. Pursuant to NRS 78.257(5), Sun Cab is liable to Plaintiffs injured for all damages resulting to them as a result of Sun Cab's knowing and willful refusal to permit Plaintiffs to inspect or audit the requested books and records.

127. Pursuant to NRS 78.257(6)(a), Plaintiffs are entitled to recover their reasonable attorneys' fees and costs.

128. As a direct and proximate result of Defendants' conduct Plaintiffs have suffered damages in excess of \$15,000.00.

129. Defendants' acts and/or omissions have made it necessary for Plaintiffs to retain an attorney to pursue this action.

130. As such, in addition to a damage award, Plaintiffs are entitled to recovery of special damages in an award of reasonable attorney's fees and costs incurred herein for being forced to pursue this action, and according to any other basis in law or equity.

THIRD CLAIM FOR RELIEF

(Breach of Contract)

Against All Defendants

131. Plaintiffs repeat and reallege the paragraphs as though fully stated herein.

132. The elements of a cause of action for breach of contract are: 1) existence of the contract; (2) plaintiff's performance or excuse for nonperformance; 3) defendant's breach; and 4) plaintiff sustained damages as a result of the breach.

133. Plaintiffs and Defendants were parties to a contract, the Bylaws.

134. The Bylaws is a valid and existing contract.

135. Any nonperformance is a breach when performance of a duty under a contract is due.

136. Defendants breached the Bylaws.

137. In breach of the Bylaws, Defendants have failed and refused to fulfill their respective obligations under the contract.

138. Defendants' failure to pay Plaintiffs is a material breach of the Bylaws.

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139. On or about March 2024, Defendants ceased payment of shareholders', including Plaintiffs, dividends as owed by Defendants pursuant to the Bylaws.

140. Until on or about March 2024, Plaintiffs were each receiving approximately \$15,000.00 in dividends as owed by Defendants.

141. On or about April 2024, Plaintiffs were informed at a shareholders' meeting that Defendants indefinitely ceased payment of shareholders', including Plaintiffs', dividends as owed by Defendants.

142. Since on or about March 2024, as of the date of this Complaint, Plaintiffs are each owed approximately \$15,000.00 a month in dividends from Defendants for approximately the last eleven (11) months, which amounts to approximately \$165,000.00 for each Plaintiff, collectively totaling approximately \$330,000.00.

143. Defendants breached the Bylaws by failing to distribute Plaintiffs' owed dividends.

144. There was an inequitable decrease in distributions, which Plaintiffs, as shareholders, are entitled to receive.

145. Plaintiffs sustained damages as a result of Defendants' breach.

146. As a direct and proximate result of Defendants' conduct Plaintiffs have suffered damages in excess of \$15,000.00.

147. Defendants' acts and/or omissions have made it necessary for Plaintiffs to retain an attorney to pursue this action.

148. As such, in addition to a damage award, Plaintiffs are entitled to recovery of special damages in an award of reasonable attorney's fees and costs incurred herein for being forced to pursue this action, and according to any other basis in law or equity.

FOURTH CLAIM FOR RELIEF

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

Against All Defendants

149. Plaintiffs repeat and reallege the paragraphs as though fully stated herein.

150. Plaintiffs and Defendants were parties to a contract, the Bylaws.

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151. In Nevada, every contract contains an implied covenant of good faith and fair dealing.

152. Defendants owed Plaintiffs a duty of good faith.

153. Given that every contract contains an implied covenant of good faith and fair dealing, Defendants had a duty to deal with Plaintiffs in good faith, consistent with the spirit of the Bylaws, and consistent with the parties' justifiable expectations.

154. Upon information and belief, Defendants breached that duty by performing in a manner that was unfaithful to the purpose of the Bylaws.

155. Upon information and belief, Defendants materially breached the contractually implied covenant of good faith and fair dealing with Plaintiffs by its actions and inactions as set forth in detail above, and performed in such a way that was unfaithful to the purpose of the Bylaws.

156. Plaintiffs' justified expectations under the Bylaws were thus denied.

157. As a direct and proximate result of Defendants' breach of the implied covenant of good faith and fair dealing, Plaintiffs have been damaged in excess of \$15,000.00.

158. Defendants' acts and/or omissions have made it necessary for Plaintiffs to retain an attorney to pursue this action.

159. As such, in addition to a damage award, Plaintiffs are entitled to recovery of special damages in an award of reasonable attorney's fees and costs incurred herein for being forced to pursue this action, and according to any other basis in law or equity.

FIFTH CLAIM FOR RELIEF

(Breach of Fiduciary Duties: Loyalty, Competency– Violation of NRS 78.138)

Against Defendant Langille

160. Plaintiffs repeat and reallege the paragraphs as though fully stated herein.

161. NRS 78.138(1) provides that "[t]he fiduciary duties of directors and officers are to exercise their respective powers in good faith and with a view to the interests of the corporation."

162. Plaintiffs are shareholders of Sun Cab.

163. Langille is an officer and director of Sun Cab.

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164. Langille holds the following job positions of Sun Cab: president; secretary; treasurer; and director.

165. Langille owed a fiduciary duty to Plaintiffs.

166. As an officer of Sun Cab, Langille owed Plaintiffs, and Sun Cab, fiduciary duties, including without limitation, the duty of loyalty, duty of competency, duty of care, and duty to exercise her respective powers in good faith and with a view to the interests of Sun Cab.

167. The relationship between Plaintiffs and Langille was founded in trust and confidence.

168. Langille had notice of Plaintiffs requests for the books and records of Sun Cab.

169. Upon information and belief, Langille has breached her fiduciary duty by, among other things, as she has:

- a. Refused direct communication with shareholders of Sun Cab;
 - b. Failed to attend shareholders' meetings of Sun Cab;
 - c. Acted and/or failed to act with disregard for the best interests of Sun Cab;
- and
- d. Performed acts and/or conduct that were not approved by shareholders of Sun Cab.

170. Upon information and belief, Langille's acts or failures to act constituted a breach of her fiduciary duties as a director and/or officer.

171. Upon information and belief, such breach involved intentional misconduct, fraud and/or a knowing violation of law.

172. As a result, Langille is individually liable to Sun Cab and Plaintiffs for any and all damages as a result of any act or failure to act in her capacity as an officer and/or director of Sun Cab.

173. As a direct, proximate, and foreseeable result of Langille's acts, conduct, and/or omissions, Plaintiffs have been damaged in excess of \$15,000.00, and in an amount to be determined at the time of trial.

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174. Langille's acts, conduct, and/or omissions were committed with fraud, oppression, and/or malice, entitling Plaintiffs to punitive damages pursuant to NRS 42.005 in an amount to be determined at the time of trial.

175. As a result of the Langille's acts, conduct, and/or omissions, it has become necessary for Plaintiffs to retain the services of an attorney to pursue this action, and Plaintiffs are entitled to recover fees and costs incurred herein as damages.

176. As such, in addition to a damage award, Plaintiffs are entitled to recovery of special damages in an award of reasonable attorney's fees and costs incurred herein for being forced to pursue this action, and according to any other basis in law or equity.

SIXTH CLAIM FOR RELIEF

(Declaratory Relief)

Against All Defendants

177. Plaintiffs repeat and reallege the paragraphs as though fully stated herein.

178. NRS 30.030 provides that "[c]ourts of record within their respective jurisdictions shall have power to declare rights, status and other legal relations whether or not further relief is or could be claimed."

179. NRS 30.040(1) provides that "[a]ny person interested under a deed, written contract or other writings constituting a contract, or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder."

180. A justiciable controversy exists between Plaintiffs and Defendants.

181. Plaintiffs, as shareholders of Sun Cab, are statutorily entitled to examine and receive/make copies of Sun Cab's books and records pursuant to NRS 78.105 and NRS 78.257.

182. Further, Sun Cab is obligated, pursuant to the relevant statutes set forth in NRS Chapter 78, to provide Plaintiffs with such information upon request.

183. However, to date, Defendants have failed to provide Plaintiffs with any and all of the books and records concerning Sun Cab that they have requested.

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184. A declaration of rights, duties, responsibilities, and obligations regarding Sun Cab's obligation to provide Plaintiffs with Sun Cab's books and record.

185. Upon information and belief, a justiciable controversy exists between parties as to whether: Langille has been guilty of fraud, collusion, or gross mismanagement in the conduct or control of Sun Cab's affairs; Sun Cab's assets are in danger of waste, sacrifice or loss through attachment, foreclosure, litigation or otherwise; Langille has been guilty of negligence and is in active breach of duty; and a receiver(s), a trustee(s), or a custodian(s) should be appointed over Sun Cab to protect it and Plaintiffs', and well as other shareholders', interests.

186. Further, NRS Chapter 78 is a justiciable controversy of adverse legal interest, which is ripe for review and declaration by the Court.

187. Plaintiffs request that the Court declare that NRS Chapter 78, specifically NRS 78.105 and NRS 78.257, requires Sun Cab to provide Plaintiffs with the requested books and records as set forth herein.

188. As a direct and proximate result of Defendants' conduct Plaintiffs have suffered damages in excess of \$15,000.00.

189. Defendants' acts and/or omissions have made it necessary for Plaintiffs to retain an attorney to pursue this action.

190. As such, in addition to a damage award, Plaintiffs are entitled to recovery of special damages in an award of reasonable attorney's fees and costs incurred herein for being forced to pursue this action, and according to any other basis in law or equity.

SEVENTH CLAIM FOR RELIEF

(Injunctive Relief)

Against All Defendants

191. Plaintiffs repeat and reallege the paragraphs as though fully stated herein.

192. Plaintiffs enjoy a reasonable probability of success on all claims.

193. Without injunctive relief, Plaintiffs will suffer irreparable harm for which compensatory damages will be inadequate if Defendants are able to continue refusing to produce

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the requested books and records, violate shareholders' rights, and mismanage the funds of Sun Cab.

194. The public interest in seeing the harm stopped is strong, and any potential hardship Defendants might suffer is minimal in comparison to the great hardship Plaintiffs will suffer should Defendants not be enjoined.

195. To avoid the likelihood of further irreparable injury to Plaintiffs during the pendency of this action and afterwards, and to preserve the possibility of final effective relief, Plaintiffs seek preliminary and permanent injunctive relief ordering Defendants:

a. To turn over to Plaintiffs the requested books and records for at least the last five (5) years through the date of production;

b. Facilitate Plaintiffs' access to the requested books and records;

c. Mandate a full accounting of all of Sun Cab's finances;

d. Mandate the appointment of a third-party accountant to perform a full accounting of all of Sun Cab's finances; and

e. Mandate the appointment of third-part receiver over Sun Cab.

196. As a direct and proximate result of Defendants' conduct Plaintiffs have suffered damages in excess of \$15,000.00.

197. Defendants' acts and/or omissions have made it necessary for Plaintiffs to retain an attorney to pursue this action.

198. As such, in addition to a damage award, Plaintiffs are entitled to recovery of special damages in an award of reasonable attorney's fees and costs incurred herein for being forced to pursue this action, and according to any other basis in law or equity.

EIGHTH CLAIM FOR RELIEF

(Appointment of Receiver)

Against Defendant Sun Cab

199. Plaintiffs repeat and reallege the paragraphs as though fully stated herein.

200. Sun Cab is a Nevada corporation, and Plaintiffs are stockholders of Sun Cab.

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201. Irreparable injury to Sun Cab is being threatened or being suffered as a result of Langille's misconduct and:

a. Upon information and belief, Langille is guilty of fraud and gross mismanagement in the conduct or control of Sun Cab's affairs; and

b. The assets of Sun Cab are in danger of waste, sacrifice, or loss.

202. Upon information and belief, Langille is guilty of the conduct set forth herein, and is in active breach of her duties, and as such she cannot be appointed as receiver or custodian for Sun Cab.

203. The operation of Sun Cab's business is being conducted at a great loss and greatly prejudicial to the interest of Plaintiffs and Sun Cab itself.

204. As a result of Defendants' conduct, a receiver(s), a trustee(s), or a custodian(s) should be appointed over Sun Cab to protect it and Plaintiffs' interests.

205. Defendants' acts and/or omissions have made it necessary for Plaintiffs to retain an attorney to pursue this action.

206. As such, in addition to a damage award, Plaintiffs are entitled to recovery of special damages in an award of reasonable attorney's fees and costs incurred herein for being forced to pursue this action, and according to any other basis in law or equity.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief against Defendants:

1. Judgment in its favor and against Defendants on all of its causes of action, in an amount to be proven at trial;

2. For an order compelling Defendants to produce the books and records sought by Plaintiffs;

3. For declaration of the respective rights and duties of the Parties with respect to the matters set forth herein;

4. For general, compensatory, punitive, and/or exemplary damages in excess of \$15,000.00;

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1 5. For declaratory relief, including without limitation to establish Plaintiffs' right to
2 inspect the requested books and records, as set forth herein;

3 6. For injunctive relief, including without limitation to prevent Defendants from
4 denying Plaintiffs access to its books and records per their requests, as set forth herein;

5 7. For equitable relief, including without limitation:

6 a. Appointment of a receiver or custodian over Sun Cab;

7 b. Declaratory relief;

8 c. Temporary restraining order; and

9 d. Preliminary and/or permanent injunction;

10 8. For an award of reasonable attorney fees and costs of suit under NRS 78.257(6)(a).

11 9. For an award of reasonable attorney fees and costs of suit and as available under
12 Nevada law;

13 10. For an aware of attorney fees as special damages; and

14 11. For any further relief as the Court deems to be just and proper.

15 Dated this 31st day of January, 2025.

16 MARQUIS AURBACH

17 By: /s/ Sarah C. Ethington

18 Brian R. Hardy, Esq.

19 Nevada Bar No. 10068

20 Sarah C. Ethington, Esq.

21 Nevada Bar No. 16530

22 10001 Park Run Drive

23 Las Vegas, Nevada 89145

24 Attorneys for Plaintiffs Julie Chenoweth and

25 Lisa Chenoweth

VERIFICATION

JULIE CHENOWETH, does declare, under penalties of perjury, as follows:

That I am the Plaintiff in the above-entitled action; that I have read the foregoing document and know the contents thereof; the same is true based upon my review of the documents and information relevant to the inquiries therein, except as to those matters therein stated on information and belief and, as to those matters, I believe them to be true based upon my review of the documents and information relevant to the inquiries therein.

Dated 1/29/2025.

Signed by:

 75E9C8B4B92046A

JULIE CHENOWETH

VERIFICATION

LISA CHENOWETH, does declare, under penalties of perjury, as follows:

That I am the Plaintiff in the above-entitled action; that I have read the foregoing document and know the contents thereof; the same is true based upon my review of the documents and information relevant to the inquiries therein, except as to those matters therein stated on information and belief and, as to those matters, I believe them to be true based upon my review of the documents and information relevant to the inquiries therein.

Dated 1/29/2025.

DocuSigned by:

 29D3B9D3703A444

LISA CHENOWETH

EXHIBIT B

Atty. J. L. Smith
CLERK OF THE COURT

1 **OST**

2 **Marquis Aurbach**

3 Brian R. Hardy, Esq.

4 Nevada Bar No. 10068

5 Sarah C. Ethington, Esq.

6 Nevada Bar No. 16530

7 Hannah D. Gagow, Esq.

8 Nevada Bar No. 17195

9 10001 Park Run Drive

10 Las Vegas, Nevada 89145

11 Telephone: (702) 382-0711

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13 bhardy@maclaw.com

14 sethington@maclaw.com

15 hgagow@maclaw.com

16 Attorneys for Plaintiffs Julie Chenoweth and Lisa Chenoweth

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 JULIE CHENOWETH, an individual and LISA
20 CHENOWETH, an individual,

Case No.: A-25-911415-B

Dept. No.: 13

21 Plaintiffs,

22 vs.

23 SUN CAB, INC., a Nevada corporation;
24 MICHELLE LANGILLE, an individual; DOES I
25 through X, inclusive; and ROE
26 CORPORATIONS I through X, inclusive,

**MOTION FOR TEMPORARY
RESTRAINING ORDER, PRELIMINARY
INJUNCTION, AND APPOINTMENT OF
RECEIVER ON ORDER SHORTENING
TIME**

27 Defendants.

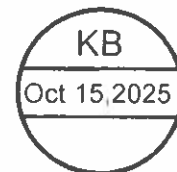
****HEARING REQUESTED ON OST****

28 Plaintiffs Julie Chenoweth and Lisa Chenoweth (collectively "Plaintiffs"), by and
through their counsel of record, Marquis Aurbach, file this Motion for a Temporary Restraining
Order, Preliminary Injunction, and Appointment of Receiver ("Motion"). This Motion is made
and based on the papers and pleadings on file herein, the Declaration of Brian R. Hardy, Esq.
included herewith, the Memorandum of Points and Authorities below, and any oral argument the
Court may choose to entertain at the time of hearing.

29 ///

30 ///

31 ///



ORDER SHORTENING TIME

Upon the Declaration of Brian R. Hardy, Esq., and good cause appearing therefore, IT IS
HEREBY ORDERED, ADJUDGED, and DECREED that the time for hearing of the above-
re: TRO
entitled matter will be shortened and will be heard on the 20th day of October, 2025, at the
hour of 9:00 a.m. in Department 13 of the Eighth Judicial District Court, located at
the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.

Dated this 15th day of October, 2025



TMB

Submitted by:

MARQUIS AURBACH

D6C CFB C372 6840
Mark R. Denton
District Court Judge

By: /s/ Brian R. Hardy

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Nevada Bar No. 10068
Sarah C. Ethington, Esq.
Nevada Bar No. 16530
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Attorneys for Plaintiffs Julie Chenoweth
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**DECLARATION OF BRIAN R. HARDY, ESQ. IN SUPPORT OF ORDER
SHORTENING TIME FOR HEARING ON MOTION FOR A TEMPORARY
RESTRAINING ORDER, PRELIMINARY INJUNCTION, AND APPOINTMENT OF
RECEIVER**

I, Brian R. Hardy, Esq. do declare, pursuant to NRS § 53.045, under penalty of perjury under the laws of the State of Nevada, that the following is true and correct:

1. I have personal knowledge of the facts stated herein, except for those stated upon information and belief and, as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law and will do so if called upon.

2. I am a Shareholder with the law firm of Marquis Aurbach Chtd. ("MAC"), counsel for Plaintiffs Julie Chenoweth and Lisa Chenoweth (collectively "Plaintiffs") in this matter.

3. I submit this declaration in support of Plaintiffs' application for a temporary restraining order, preliminary injunction, and appointment of a receiver to maintain the status quo, prevent dissipation or transfer of corporate assets, and compel the disclosure of transaction documents and information relevant to a pending sale of Sun Cab, Inc.'s interests.

4. On May 8, 2025, Sun Cab circulated a Notice of Shareholder Meeting and Agenda (the "Notice") scheduling a May 19, 2025 shareholders' meeting that expressly included "Discussion regarding sale process of the assets of Nellis Cab, LLC and Series Management LLC." A true and correct copy of the Notice is attached as "**Exhibit D.**"

5. On May 16, 2025, I requested that all communications go through counsel and advised that proceeding with any asset sale during this litigation without Plaintiffs' input would necessitate court relief. A true and correct copy of the email chain is attached as "**Exhibit E.**"

6. On May 16, 2025, Sun Cab's counsel confirmed by email that shareholder counsel could attend and that the sale process would be discussed. See "**Exhibit E.**"

7. On May 22, 2025, my office transmitted to Sun Cab a redlined set of revisions and comments to the May 13, 2024 annual stockholder meeting minutes, memorializing Plaintiffs' governance concerns and requests for greater transparency. A true and correct copy of the email and redlined set of revisions are attached as "**Exhibit F.**"

1 8. On September 12, 2025, my office sent a letter that: (a) objected to any sale of
2 Sun Cab's membership interest in Nellis Cab, LLC during this litigation; (b) noted that Sun Cab
3 has produced only an unexecuted "Total Amendment and Restatement of the Bylaws for Sun
4 Cab, Inc." and that, absent a fully executed copy, the 1988 Bylaws appear controlling; (c) stated
5 that, if a fully executed "Amended Bylaws" is later produced, any signature of either Plaintiff is
6 likely forged because they are adamant they did not sign it; (d) raised similar forgery concerns
7 with respect to any amended or restated buy-sell agreement; (e) asserted that, given each
8 Plaintiff's 25% ownership interest (collectively 50%), any sale "regarding Sun Cab" is subject to
9 their approval; and (f) requested that any sale proceeds be held in a separate escrow pending
10 court approval. A true and correct copy of the letter is attached as "**Exhibit G.**"

11 9. On September 15, 2025, opposing counsel responded in writing stating "there is
12 no executed Purchase and Sale Agreement and no sale pending" as of that date, but that Sun Cab
13 "anticipates" having an executed PSA "in the near future," would provide copies when received,
14 and that execution would commence a due diligence period. A true and correct copy of the letter
15 is attached as "**Exhibit H.**" Counsel also disputed Plaintiffs' voting interests, requested records
16 supporting Plaintiffs' position, and cautioned Plaintiffs against any actions that may "interfere
17 with or otherwise chill" the prospective sale efforts, reserving rights to seek remuneration for
18 alleged damages.

19 10. On September 23, 2025, Plaintiffs issued a subpoena to Lucky Cab seeking
20 records relevant to Sun Cab's operations, financial condition, and management arrangements. A
21 true and correct copy of the subpoena is attached as "**Exhibit I.**"

22 11. Lucky Cab responded to the subpoena and produced numerous responsive
23 documents which raised serious concerns regarding the operations of the company. A true and
24 correct copy of the documents that my office received are attached as "**Exhibit J.**"

25 12. On September 30, 2025, I participated in a telephonic meet-and-confer with
26 opposing counsel, David A. Carroll, Esq., regarding discovery and case management issues.
27 During that call, Mr. Carroll disclosed that there was a sale transaction set to close in
28 approximately two weeks and that a letter of intent (LOI) had been executed and a purchase and

1 sale agreement (PSA) had been executed or, at minimum, finalized for execution. This
2 representation is inconsistent with the September 15, 2025 letter stating there was no executed
3 PSA as of that date. Regardless, Defendants have refused to produce the LOI, PSA, or provide
4 basic transaction details.

5 13. During the September 30th call, I requested that Defendants immediately disclose
6 and produce documents related to the sale, including the executed LOI and PSA, board minutes
7 or written consents authorizing the transaction, any fairness or valuation materials,
8 communications with the buyer, supporting financial analyses, and any related corporate
9 approvals. Mr. Carroll expressly refused and stated that Defendants would not supply those
10 materials.

11 14. During the September 30th call, I advised that Plaintiffs—as shareholders—do
12 not consent to the sale, have not been provided statutorily required books-and-records sufficient
13 to evaluate the transaction, and that a current valuation must be provided. I reiterated these
14 materials are necessary to assess the propriety of the proposed sale and any resulting impact on
15 shareholders.

16 15. Following the September 30th call, after affording opposing counsel a discovery
17 extension, on October 7, 2025, I sent an email again requesting the same disclosures and
18 production of the transaction documents, including the LOI, PSA, board authorizations,
19 valuation materials, and related communications. We received no response. A true and correct
20 copy of the email is attached as “**Exhibit K.**”

21 16. That same evening, my colleague Sarah C. Ethington emailed requesting
22 production of the full Termination of Buy-Sell Agreement and to Distribute Life Insurance
23 Policies (SCI 001710–001717), noting that Schedules A–C were missing from Defendants’
24 production. Defendants did not respond to these requests. *See* “**Exhibit K.**”

25 17. The documents produced by Lucky Cab are the very types of materials that
26 should be in Defendants’ possession, custody, or control and should have been produced by
27 Defendants in this litigation. Despite their ongoing discovery obligations, Defendants have not
28 produced any of these readily available documents.

18. On May 30, 2025, the Court entered the Stipulated Confidentiality Agreement and Protective Order (the "Protective Order") pursuant to NRCP 26(c).

19. Notwithstanding the Protective Order, Defendants have not produced any of the requested transaction documents or core corporate records—including the LOI and PSA, board authorizations, valuation materials, and related communications—despite having the ability to produce them safely under the Protective Order's confidentiality safeguards. In other words, even with the Protective Order in place, Defendants have sent nothing responsive to these categories.

20. Defendants' counsel has consistently asserted that shareholder approval is not required for the sale, that Ms. Langille as sole director may approve the asset sale, and that, if a shareholder vote were required, her claimed majority voting interest would be sufficient. This position, combined with Defendants' refusal to produce the LOI/PSA and related board and valuation materials despite the Protective Order, heightens the risk of an uninformed and potentially unauthorized sale proceeding without Plaintiffs' ability to assess or object.

21. Defendants' refusal to provide basic transaction information and core corporate records, in violation of Plaintiffs' statutory right of inspection under NRS 78.257, has prevented Plaintiffs from evaluating the proposed sale, assessing potential conflicts, determining whether the transaction is in the best interests of the corporation and its shareholders, and considering appropriate shareholder action or relief. It also contradicts the representation that shareholders would be "provided information" about the sale.

22. Based on opposing counsel's disclosure, the sale was and remains imminent.

23. Plaintiffs have proceeded diligently and in good faith to obtain the necessary information through meet-and-confer efforts, written follow-up, and third-party discovery. Defendants have refused to provide the LOI, PSA, or any related board or valuation materials, and they have ignored Plaintiffs' renewed October 7, 2025 request.

24. I spoke with potential receivers to help identify one for this matter. After canvassing 1 candidates, Plaintiffs identified Theodore Phelps as a qualified, neutral party to

1 serve as receiver for Sun Cab. A true and correct copy of Mr. Phelps' resume is attached as
2 "Exhibit L."

3 25. I spoke with John Savage of Howard & Howard—a Nevada-licensed attorney
4 with extensive experience supporting court-appointed receivers—who has agreed to serve as
5 neutral, conflict-free counsel to Mr. Phelps.

6 26. Good cause exists for a temporary restraining order and preliminary injunction:
7 Defendants' continued refusal to provide statutorily required books-and-records, as per NRS
8 78.257, constitutes a *per se* violation of Plaintiffs' statutory rights as shareholders under Nevada
9 law and creates a presumption of irreparable harm. When a company fails to comply with NRS
10 78.257, the burden shifts to Defendants to justify their refusal, which they have not done. This
11 intervention is necessary to enjoin Defendants from closing or further advancing the sale
12 transaction pending production of the LOI, PSA, corporate approvals, and valuation materials; to
13 maintain the status quo; and to require immediate production of the transaction documents and
14 related information necessary for Plaintiffs to protect their shareholder rights. The risk of
15 irreparable harm is heightened by the imminent nature of the sale, the pattern of non-disclosure,
16 and the potential dissipation of corporate assets, all of which further support the need for
17 injunctive relief and appointment of a receiver to ensure transparency and accountability.

18 27. I submit that this request is made in good faith and not for purposes of delay.

19 Dated this 14th day of October, 2025.

20 /s/ Brian R. Hardy

21 Brian R. Hardy
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1 the undisclosed sale. Simultaneously, an expedited hearing for a Preliminary Injunction under
2 NRCF 65(b)(3) and EDCR 2.26 should be set to permanently enjoin any closing or further
3 encumbrance of the transaction, prohibit dissipation or transfer of corporate cash outside the
4 ordinary course, and require preservation of all books and records. In tandem, the Court should
5 appoint a Receiver under NRS 78.650(1) to halt or condition any closing, take custody of cash,
6 direct any sale proceeds into a court-approved, interest-bearing blocked account, secure and
7 review the company's books and records, conduct a focused accounting of distributions and uses
8 of funds, and report—under appropriate confidentiality—the buyer's identity, price, and
9 valuation support. This combined Temporary Restraining Order, Preliminary Injunction, and
10 Receivership relief is critically necessary to prevent further dissipation, restore transparency, and
11 protect shareholder interests while this case proceeds.

12 **II. STATEMENT OF FACTS**

13 This case began as a straightforward books-and-records action. Plaintiffs Julie and Lisa
14 Chenoweth, each long-standing shareholders of Sun Cab, Inc., made statutory demands for
15 corporate records in October 2024 and January 2025. Sun Cab refused to produce those records
16 unless Plaintiffs executed a confidentiality agreement with egregious terms not reasonably
17 related to protecting the company's legitimate interests or permissible under NRS 78.257. The
18 Court has since denied Sun Cab's motion to dismiss without prejudice, confirming the
19 sufficiency of Plaintiffs' pleadings and allowing this matter to proceed. While this dispute was
20 pending, discovery revealed critical new information that transformed the case into an
21 emergency requiring receivership.

22 Sun Cab continues to operate under the Original Bylaws executed on December 13, 1988.
23 Defendants have disclosed a "Total Amended and Restatement of the Bylaws," but no executed
24 version has been produced and the proffered copy bears no voting-shareholder signatures; it is
25 signed only by Ms. Langille in her capacity as president. In the absence of any duly adopted,
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1 executed amendments, Plaintiffs' shareholder rights are governed by the Original Bylaws and
2 directly by NRS 78.105 and NRS 78.257.¹

3 After discovery opened, Plaintiffs served a subpoena *duces tecum* on Lucky Cab Co. (the
4 'Lucky Cab Subpoena') on September 23, 2025, and Lucky Cab produced those documents on
5 October 8, 2025. These subpoenaed records revealed that, under the November 17, 2022,
6 Management Services Agreement ('MSA') (see "**Exhibit J**"), Lucky Cab had been remitting
7 \$60,000 per month in 'Owner Distributions' upstream to Sun Cab consistent with MSA § 17. The
8 remittances were routed to Ms. Langille—Sun Cab's President, Secretary, Treasurer, and
9 Director—with the understanding that they would be passed through as shareholder distributions.
10 Yet, shockingly, shareholder distributions to Plaintiffs stopped around March 2024. Lucky Cab's
11 ledgers and remittance summaries corroborate that the \$60,000 monthly payments continued
12 while shareholder distributions ceased, and that Lucky Cab did not halt the \$60,000 Owner
13 Distributions until August 2025—only because the operating accounts did not have sufficient
14 cash to cover both payroll and the Owner Distribution. At that critical point, Lucky Cab was
15 forced to prioritize payroll and other essential obligations, underscoring the severity of Sun Cab's
16 financial mismanagement.

17 Sun Cab responded by sending Lucky Cab a letter alleging a material breach of the MSA
18 for missing the August 2025 Owner Distribution. Lucky Cab's September 23, 2025 written
19 response lays out, in detail, the dire financial and operational context. It explains that the fleet
20 shrank from roughly 200 vehicles in 2023 to 159 vehicles by late 2025, drastically decreasing
21 revenue capacity while operating costs climbed, including insurance. Further, Lucky Cab's
22 cash-flow shows that as of mid-August 2025 the operations account was projected to be
23 significantly cash-negative after meeting payroll, insurance, taxes, and fixed management costs,
24 even before accounting for the \$60,000 Owner Distribution. Lucky Cab's data further shows that
25 by June 2025 Nellis Cab had earned approximately \$290,000 year-to-date, but \$420,000 in
26 Owner Distributions had already been taken, draining operations of \$130,000 beyond profits and

27
28 ¹ See Decl. of Julie Anna Chenoweth and Decl. of Lisa Lucille Chenoweth attached hereto as **Exhibit A**.

1 severely depleting cash reserves. Lucky Cab's correspondence also documents multiple, urgent
2 requests for capital infusion (December 2024; January and August 2025), which were declined or
3 met only with a proposed loan that would further burden already strained operations,
4 demonstrating gross mismanagement and a clear danger of waste.

5 Further, the Lucky Cab subpoena production contains correspondence directly
6 contradicting Ms. Langille's representation that corporate funds were being used to purchase
7 new cabs. Lucky Cab explicitly explained that it lacked the necessary series-level control and
8 authorizations from Sun Cab/Nellis to complete vehicle acquisitions and, to its knowledge, no
9 vehicles were purchased in 2025. This glaring discrepancy—together with continued upstream
10 Owner Distributions and the cessation of downstream shareholder distributions—demonstrates
11 that cash flows were not being deployed as represented and were not reaching shareholders,
12 constituting a clear indication of mismanagement or diversion of funds.

13 Lucky Cab's subpoenaed balance sheets and financial summaries also reflect inconsistent
14 and concerning entries, underscoring the critical need for a neutral accounting. Moreover,
15 Plaintiffs received insurance cancellation notices and breach/default correspondence indicating
16 severe lapses of core obligations in a heavily regulated, safety-sensitive business. Those lapses
17 directly threaten operating authority and revenue continuity and are consistent with the profound
18 financial strain Lucky Cab documented in its August cash-flow projections and repeated
19 capital-infusion requests, demonstrating a tangible danger of waste and loss to the corporate
20 assets.

21 While these critical control, cash-flow, and transparency issues were unfolding, Plaintiffs
22 learned through a meeting with Defendants' counsel on or about September 30, 2025, that Sun
23 Cab was actively pursuing an undisclosed transaction—specifically, a letter of intent and a
24 purchase and sale agreement—on a compressed timetable. Despite this critical disclosure,
25 Defendants have continuously refused to provide the LOI, PSA, buyer identity, price, or any
26 valuation or fairness materials, even though discovery is open, and a Protective Order was
27 entered by the Court on May 30, 2025, governing the exchange of confidential information. This
28 persistent refusal is a clear violation of Plaintiffs' statutory right to inspect books and records

1 under NRS 78.257, and it persists notwithstanding Defendants' discovery obligations and the
2 protections provided by the Protective Order.

3 Meanwhile, Sun Cab is pressing toward a sale closing on a short fuse—approximately
4 **two weeks from Plaintiffs' first notice**—without disclosing to shareholders the buyer's identity,
5 the proposed price, or any valuation or fairness materials. Proceeding toward a concealed closing
6 while the Owner Distribution-to-shareholder pipeline is demonstrably broken presents a direct
7 and imminent risk that sale proceeds will be dissipated, diverted, or mismanaged outside any
8 neutral oversight, constituting irreparable harm.

9 To date, Defendants maintain their unlawful refusal to produce Sun Cab's books and
10 records, directly violating NRS 78.257. Defendants' refusal leaves Plaintiffs unable to verify the
11 company's current financial condition, to reconcile Lucky Cab's remittances with the absence of
12 shareholder distributions, to test management's 'new cab' claims, or to evaluate the fairness of
13 any impending sale—particularly where Defendants' counsel has acknowledged the existence of
14 an LOI and PSA but refuses to produce them notwithstanding the Court's Protective Order. This
15 ongoing non-compliance heightens the urgency for judicial intervention.

16 These facts collectively establish the urgent and compelling need for a neutral receiver to
17 preserve the status quo, halt or condition any closing, marshal cash and any sale proceeds into a
18 court-approved, interest-bearing blocked account, secure and review the company's books and
19 records, conduct a focused accounting of distributions and uses of funds, and report under
20 appropriate confidentiality the buyer's identity, the sale price, and valuation support. Only
21 court-supervised transparency and control can protect Sun Cab's assets and any imminent sale
22 proceeds from dissipation and ensure that shareholders receive accurate information and fair
23 treatment while this litigation proceeds.

24 ///

25 ///

1 **III. LEGAL ARGUMENT**

2 **A. A TEMPORARY RESTRAINING ORDER AND PRELIMINARY**
3 **INJUNCTION ARE NECESSARY TO PREVENT IRREPARABLE HARM.**

4 **1. The Court Must Grant a Temporary Restraining Order Because the**
5 **Undisclosed Sale is Imminent and Defendants Refuse to Provide Any**
6 **Information, Guaranteeing Irreparable Harm.**

7 NRCp 65(b)(1) authorizes a temporary restraining order without written or oral notice to
8 the adverse party only if two conditions are met: (A) specific facts in an affidavit or verified
9 complaint clearly show that immediate and irreparable injury, loss, or damage will occur before
10 the adverse party can be heard; and (B) the movant's attorney certifies in writing the efforts
11 made to give notice and why notice should not be required. If entered, the Court should also set
12 an expedited hearing on a preliminary injunction under NRCp 65(b)(3) and EDCR 2.26.

13 Both NRCp 65(b) predicates are clearly satisfied. First, specific, sworn facts establish
14 immediate, irreparable harm that will occur before Defendants can be heard if a temporary
15 restraining order does not issue now. Plaintiffs learned within the last few days that Sun Cab is
16 attempting to close a sale in approximately one week, yet Defendants have brazenly refused to
17 disclose the buyer, price, or any valuation or fairness materials, even under an operative
18 Protective Order and in violation of NRS 78.257. Moreover, subpoenaed records from Lucky
19 Cab irrefutably show \$60,000 per month in Owner Distributions were remitted to Sun Cab
20 through July 2025 while Plaintiffs' shareholder distributions stopped around March 2024, and
21 Lucky Cab suspended the August 2025 remittance because operations lacked cash to meet both
22 payroll and that payment. Lucky Cab's correspondence directly contradicts Ms. Langille's
23 unsubstantiated claim that funds were used to purchase new cabs, and insurance cancellation and
24 breach/default notices reflect acute and immediate financial and operational risk to the
25 corporation. If this concealed closing proceeds before the Court can intervene, sale proceeds can
26 be moved or dissipated through the same unauthorized pathway that has already bypassed
27 shareholders, and no post-hoc remedy can restore transparency or value lost to such an
28 undisclosed and potentially fraudulent transaction. This constitutes a per se irreparable harm

1 under Nevada law, as Defendants' violation of NRS 78.257 shifts the burden to them to justify
2 their refusal, which they have not done.

3 Second, the NRCP 65(b)(1)(B) certification details the efforts made to give notice and
4 explaining why notice should not be required given the compressed closing timeline and the
5 demonstrated risk that, if alerted, Defendants could consummate or advance the transaction and
6 move proceeds before the Court can be heard. Taken altogether, these facts show an imminent,
7 non-transparent closing and a demonstrated mechanism for dissipation of cash and any sale
8 proceeds—harms that cannot be remedied after the fact and will occur before an ordinary hearing
9 can be held.

10 **2. The Court Must Grant a Preliminary Injunction.**

11 NRS 33.010(2) authorizes an injunction when the commission of an act would produce
12 irreparable injury to the plaintiff. Before the district court may issue a preliminary injunction, the
13 moving party must show: (1) that there is a likelihood that he or she will be successful on the
14 merits, (2) that there is a reasonable probability that the nonmoving party's conduct will cause
15 irreparable harm for which damages will not be an adequate remedy, and (3) that the moving
16 party's potential hardships outweigh any hardships to the nonmoving party caused by
17 implementing the injunction. *Indep. Asphalt Consultants, Inc. v. Studebaker*, 126 Nev. 722, 367
18 P.3d 781 (2010).

19 **a. Plaintiffs Enjoy a High Likelihood of Success on the Merits.**

20 The evidentiary record already before the Court profoundly supports Plaintiffs' core
21 theories of breach of fiduciary duty and corporate mismanagement. The subpoenaed materials
22 from Lucky Cab, demonstrating the diversion of funds and cessation of shareholder distributions,
23 coupled with counsel's disclosure of an LOI and PSA without any follow-on production under a
24 Protective Order, and Defendants' continued unlawful refusal to provide books and records in
25 violation of NRS 78.257, are more than sufficient at this stage to meet the 'likelihood of success'
26 threshold. These facts also clearly satisfy the statutory predicates for receivership and injunctive
27 relief under NRS 78.650(1)(b)–(c) and the equitable framework of NRS 32.010(1) and (7).
28

1 Accordingly, there is a high likelihood that Plaintiffs will succeed on the merits, establishing a
2 compelling case for the requested relief.

3 **b. Plaintiffs will be Subject to Irreparable Harm if an Injunction**
4 **is not Issued and Receiver Appointed.**

5 The consistent pattern of Defendants' conduct unequivocally demonstrates their intent to
6 withhold critical information from Plaintiffs. The pervasive secrecy and refusal to comply with
7 statutory and discovery obligations, particularly concerning the imminent sale, raise grave
8 concerns of wrongdoing. With a short-fuse closing and no disclosure of buyer, price, or valuation
9 despite an operative Protective Order and active discovery, there is a real, immediate, and
10 tangible risk that assets and any sale proceeds will be illicitly moved or dissipated before the
11 Court can impose essential safeguards. That profound loss of transparency and control, and the
12 potential for asset stripping, cannot be remedied by money damages after the fact.

13 Hence, this Court must grant Plaintiffs' requested injunction before Plaintiffs suffer any
14 further irreparable harm. Likewise, in combination with the requested injunction, the Court
15 should appoint a receiver to protect Plaintiffs' interest until the instant Action is fully
16 adjudicated.

17 **c. Plaintiffs' Hardships Outweigh Any Hardship That**
18 **Defendants May Face.**

19 An injunction preserves the status quo and requires only transparency and restraint
20 pending a full hearing. Plaintiffs face the imminent and irreversible loss of corporate value and
21 sale proceeds without any ability to evaluate or protect their fundamental shareholder rights.
22 Conversely, Defendants face minimal burden from the disclosure of standard deal terms to the
23 Court under confidentiality, temporary restraints on an undisclosed closing, and the preservation
24 of records and cash. Courts consistently recognize that such interim restraints impose little
25 hardship compared to the severe prejudice of an undisclosed, near-term transaction proceeding
26 without judicial oversight or shareholder input, particularly when statutory disclosure rights are
27 being violated.

28 Accordingly, Plaintiffs respectfully request that the Court enter a preliminary injunction
that: (1) restrains Sun Cab from closing or further encumbering any sale or transfer of Sun Cab's

1 equity in Nellis Cab, LLC or any material assets absent Court order; (2) prohibits transfers,
2 dissipation, or encumbrance of cash outside the ordinary course; (3) requires preservation of and
3 non-interference with all books, records, and ESI, including communications and ledgers
4 involving Lucky Cab; (4) requires disclosure to the Court, under the Protective Order, of buyer
5 identity, price, and valuation materials; and (5) bars interference with any receiver appointed by
6 the Court and requires cooperation with the receiver's information requests.

7 **B. DEFENDANTS' FAILURE TO DISCLOSE CORE INFORMATION**
8 **REINFORCES THE NEED FOR EXPEDITED, NEUTRAL OVERSIGHT.**

9 NRCP 16.1 requires parties to make mandatory initial disclosures without awaiting a
10 discovery request, including identification of individuals with discoverable information,
11 production (or description by category and location) of documents, data, and ESI the disclosing
12 party may use to support its claims or defenses, and a computation of damages with supporting
13 materials. NRCP 16.1(a)(1). Parties also must timely supplement or correct disclosures and
14 responses when they learn that the information disclosed is incomplete or incorrect in some
15 material respect. NRCP 16.1(d). Failure to disclose or supplement carries consequences: a party
16 that does not provide information or identify a witness as required by NRCP 16.1 may be
17 precluded from using that information or witness and may face other sanctions. NRCP 37(c)(1).

18 Here, Defendants flagrantly continue to withhold core, plainly discoverable documents
19 despite Plaintiffs' repeated requests, the Court's Protective Order, and their explicit duty to
20 provide mandatory disclosures and timely supplements under NRCP 16.1. Defendants' counsel
21 disclosed the existence of an LOI and a PSA in a meeting but has steadfastly refused to produce
22 the LOI/PSA, identify the buyer, disclose the price, or provide any valuation or fairness
23 materials—despite active discovery and the protections afforded by the existing Protective
24 Order. Defendants likewise refuse to produce corporate books and records in violation of NRS
25 78.257, absent execution of an overreaching confidentiality form that goes beyond what Nevada
26 law permits, and they have not produced the management-company remittance records or
27 internal board materials necessary to evaluate the cessation of shareholder distributions and the
28 asserted 'new cab' expenditures. These are not close calls; they are the very categories of

documents and ESI that NRCP 16.1 obligates parties to disclose and supplement in a timely manner, and their withholding constitutes a clear violation of Plaintiffs' statutory rights.

Defendants' egregious discovery posture is critical to this Motion because it fundamentally exacerbates the irreparable harm and transparency deficits already demonstrated. With a sale purportedly set to close in approximately one week and with no buyer identity, price, or valuation disclosed, the failure to meet baseline NRCP 16.1 duties leaves shareholders and the Court completely blind to the most material facts. That profound blindness is not cured by vague promises of future production; NRCP 16.1 requires production now, and NRCP 37(c)(1) recognizes that prejudice from noncompliance is presumed. The continuing noncompliance, despite an operative Protective Order and active discovery, underscores why a receiver is not merely helpful, but absolutely necessary, to impose neutral control, secure and review books and records, and report the buyer identity, price, and valuation under appropriate confidentiality, while funds are preserved in a blocked, interest-bearing account.

**C. THE COURT MUST APPOINT A RECEIVER TO PROMOTE
TRANSPARENCY AND PROTECT THE STATUS QUO.**

**1. The Court Must Appoint a Receiver to Protect Plaintiffs' Interest in
Sun Cab Pursuant to NRS 78.650 et seq.**

Generally, "a receiver is a neutral party appointed by the court to take possession of property and preserve its value for the benefit of the person or entity subsequently determined to be entitled to the property." *Anes v. Crown Partnership, Inc.*, 113 Nev. 195, 199, 932 P.2d 1067, 1069 (1997) (citing *Lynn v. Ingalls*, 100 Nev. 115, 120, 676 P.2d 797, 800-01 (1984)). A court-appointed receiver acts as an officer of the court. *Bowler v. Leonard*, 70 Nev. 370, 383, 269 P.2d 833, 839 (1954). "The appointment of a receiver is an action within the trial court's sound discretion and will not be disturbed absent a clear abuse." *Medical Device Alliance, Inc. v. Ahr*, 116 Nev. 851, 862, 8 P.3d 135, 142 (2000) (abrogated on other grounds by *Costello v. Casler*, 127 Nev. 436, 440 n.4, 254 P.3d 631, 634 n.4 (2011)).

As a preliminary injunction, the appointment of a receiver is intended to preserve the status quo. *Pickett v. Comanche Constr., Inc.*, 108 Nev. 422, 426, 836 P.2d 42, 44 (1992) (discussing preliminary injunction). The Court is permitted to "by injunction restrain the

1 corporation from exercising any of its powers or doing business whatsoever, except by and
2 through a receiver appointed by the court.” NRS 78.650(1). The statute further provides that
3 “[a]ny holder or holders of one-tenth of the issued and outstanding stock may apply” for such
4 relief “whenever irreparable injury to the corporation is threatened or being suffered.” *Id.*

5 Specifically, NRS 78.650(1) authorizes appointment of a corporate receiver where any of
6 the following conditions exist:

7 (b) Its trustees or directors have been guilty of fraud or collusion or gross
8 mismanagement in the conduct or control of its affairs and any presumption
9 established by subsection 3 has been rebutted with respect to such conduct or
10 control;

11 (c) The assets of the corporation are in danger of waste, sacrifice or loss through
12 attachment, foreclosure, litigation or otherwise...

13 *Id.* at 78.650(1)(b)-(c).

14 Plaintiffs unequivocally meet the statutory ownership threshold and demonstrate severe,
15 irreparable injury through an undisclosed sale scheduled to close in approximately two weeks,
16 the demonstrated diversion of distributions, and persistent opacity that prevents shareholders
17 from assessing value or protecting their rights. As detailed below, both foregoing grounds under
18 NRS 78.650(1) are demonstrably satisfied here, warranting immediate receivership to halt the
19 sale, marshal cash and sale proceeds into a blocked account, and restore transparency while this
20 action is pending.

21 **a. Defendants Have Engaged in Fraud, Collusion, or Gross**
22 **Mismanagement in the Conduct or Control of Corporate**
23 **Affairs.**

24 The subpoenaed records reflect concrete, first-hand evidence of diversion and
25 misrepresentation. First, Lucky Cab has provided documents showing \$60,000 in monthly
26 distribution payments were made up until August 2025 to Ms. Langille for downstream
27 shareholder distributions, yet shareholders distributions ceased in March 2024.

28 Second, Lucky Cab’s written response also contradicts Ms. Langille’s explanation that
“new cab” purchases account for missing funds, yet no such purchases occurred because the
necessary series-level authority was not provided.

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At the same time, Defendants are aggressively pushing an undisclosed sale on a less than a week fuse while refusing to disclose the buyer, price, or any valuation/fairness materials—even after their counsel acknowledged an LOI and a PSA exist, and despite an operative Protective Order and active discovery. This pattern of conduct—demonstrating diversion of distributions away from shareholders, false narratives about the use of corporate cash, and deliberate sale-process opacity—is exactly the kind of fraud, collusion, and gross mismanagement NRS 78.650(1)(b) was designed to remedy, and it warrants immediate receivership.

b. Sun Cab's Assets—and Imminent Sale Proceeds—are in Danger of Waste, Sacrifice, or Loss.

NRS 78.650(1)(c) authorizes a receiver when “the assets of the corporation are in danger of waste, sacrifice or loss.” That danger is present now. Sun Cab is attempting to close a sale on an accelerated timeline while withholding the buyer, price, and any valuation or fairness materials. Closing under those conditions risks sacrificing value and allows proceeds to be moved before shareholders or the Court can verify basic economics or impose safeguards.

The cash-flow record already confirms a live and active dissipation risk. The established remittance pathway clearly shows \$60,000 monthly Owner Distributions routed to Ms. Langille while shareholder distributions ceased months earlier, and operations became so acutely strained that the August 2025 Owner Distribution was suspended simply to cover payroll. Insurance cancellation and breach/default notices further underscore that liquidity is dangerously tight and core operational obligations have been jeopardized. Without neutral control and a blocked, interest-bearing account, any forthcoming sale proceeds are at real and imminent risk of being diverted, encumbered, or spent outside court supervision, leading to irreparable harm to Plaintiffs' interests and the corporation's value.

For these compelling reasons, appointment of a receiver under NRS 78.650(1) is absolutely necessary to prevent waste and loss: to take immediate custody of cash, require all closing proceeds into a court-approved blocked account, and ensure transparent review and reporting of the sale terms before any disbursement, thereby protecting shareholder value.

///

2. **The Court Must Appoint a Receiver to Protect Plaintiffs' Interest in Sun Cab Pursuant to NRS 32.010 et seq.**

While NRS 78.650 provides the corporate-specific basis for receivership, Nevada's general receivership statutes reinforce the Court's power to protect the at-risk funds. Specifically, NRS § 32.010 allows a receiver to be appointed by the court in which an action is pending, or by the judge thereof in relevant part:

1. In an action by a vendor to vacate a fraudulent purchase of property, or by a creditor to subject any property or fund to the creditor's claim, or between partners or others jointly owning or interested in any property or fund, on application of the plaintiff, or of any party whose right to or interest in the property or fund, or the proceeds thereof, is probable, and where it is shown that the property or fund is in danger of being lost, removed or materially injured.

[...]

7. In all other cases where receivers have heretofore been appointed by the usages of equity.

Id. at 32.010(1), (7).

a. Plaintiffs' Assets are in Danger of Being Materially Injured.

Plaintiffs, as shareholders 'jointly owning or interested in' Sun Cab's property and funds within the meaning of NRS 32.010(1), have clearly shown that those assets are 'in danger of being lost, removed or materially injured.' Sun Cab is aggressively pursuing an undisclosed sale slated to close without identifying the buyer, disclosing the proposed price, or providing any valuation or fairness information to shareholders. Concurrently, Lucky Cab's remittance records definitively show payments routed to Ms. Langille for downstream distribution that have demonstrably not reached shareholders, and Lucky Cab's letter directly contradicts Ms. Langille's assertion that corporate funds are being used to purchase new cabs. Proceeding to close under these opaque circumstances creates a concrete and imminent risk that the very 'fund' in which Plaintiffs are jointly interested—existing cash and imminent sale proceeds—will be dissipated, diverted, or materially injured before the Court can ensure fair value and proper allocation, necessitating immediate intervention.

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1 **b. Equitable Usages Support Neutral Preservation and**
2 **Transparency.**

3 Consistent with NRS 32.010(1) and (7), the Court must appoint a receiver with
4 court-supervised powers to protect at-risk property and ensure transparency. The receiver should
5 take immediate custody and control of Sun Cab's cash and cash equivalents, direct that any sale
6 proceeds be deposited into a court-approved, interest-bearing blocked account, and make no
7 distributions absent court order. The receiver must secure and review Sun Cab's books and
8 records, including Lucky Cab's ledgers, remittance advices, and related correspondence, and
9 obtain third-party records necessary to verify all cash flows. The receiver should conduct a
10 focused forensic accounting of distributions and uses of funds for at least the past five (5) years,
11 including the management-company-to-Sun Cab payment pathway, and reconcile those flows
12 against shareholder distributions. Finally, the receiver should report to the Court, under
13 appropriate confidentiality, on the proposed sale terms—including buyer identity, price, and
14 valuation support—and recommend any conditions necessary to protect corporate value and the
15 interests of all stakeholders. These comprehensive measures fall squarely within the equitable
16 authority conferred by NRS 32.010 and are absolutely necessary to prevent loss, removal, or
17 material injury to the corporate property and fund in which Plaintiffs hold a joint interest.

18 **3. Given the Urgency of the Matter, Plaintiffs Identified a Neutral Third**
19 **Party Willing to Serve as Sun Cab's Receiver.**

20 The appointment of a receiver lies within the district court's sound discretion and will not
21 be disturbed on appeal absent a clear abuse of discretion. *Peri-Gil Corp. v. Sutton*, 84 Nev. 406,
22 409–10, 442 P.2d 35, 37 (1968). Consistent with these rules, and given the compelling urgency,
23 Plaintiffs respectfully propose the appointment of Theodore Phelps as receiver, with John Savage
24 of Howard & Howard serving as receiver's counsel. Mr. Phelps has extensive experience as a
25 court-appointed receiver and business fiduciary, and both Mr. Phelps and Mr. Savage have
26 explicitly agreed to act solely as neutral third parties committed to transparency and preservation
27 of value. Plaintiffs canvassed multiple professionals and selected Mr. Phelps as the most
28 unbiased candidate, possessing no financial or personal interest in any party or prospective
 transaction, and with the precise operational and forensic skill set the extraordinary

1 circumstances require. Appointment of such a disinterested professional, rather than any insider,
2 accords with NRS 78.650(4)'s preference—not entitlement—for non-negligent directors, and
3 with the fundamental neutrality principles that disfavor appointing a party's actively engaged
4 attorney as receiver. If appointed, Mr. Phelps should be explicitly authorized to take immediate
5 custody and control of Sun Cab's cash and accounts, require any sale proceeds to be deposited
6 into a court-approved, interest-bearing blocked account, secure and review all books and records,
7 and report to the Court under the Protective Order on buyer identity, price, and valuation support,
8 with recommendations necessary to prevent waste and fully protect all shareholders' interests.

9 **CONCLUSION**

10 It is hard to imagine a clearer, more urgent set of facts that would warrant the necessity of
11 a temporary restraining order, preliminary injunction, and the appointment of a receiver than
12 those presented in the current case. Based on the foregoing, and to prevent irreparable harm, the
13 Court should enter a Temporary Restraining Order and Preliminary Injunction prohibiting Sun
14 Cab and Ms. Langille from effectuating the pending sale, transferring assets, or dissipating
15 funds. Additionally, the Court should appoint a Receiver over Sun Cab to ensure transparency,
16 protect corporate assets, and safeguard shareholder rights.

17 Dated this 14th day of October, 2025.

18 MARQUIS AURBACH

19
20 By: /s/ Brian R. Hardy

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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Julie Chenoweth, Plaintiff(s)

CASE NO: A-25-911415-B

7 vs.

DEPT. NO. Department 13

8 Sun Cab Inc, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order Shortening Time was served via the court's electronic eFile
13 system to all recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 10/15/2025

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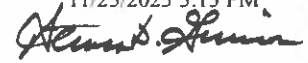
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EXHIBIT C


CLERK OF THE COURT

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Attorneys for Plaintiffs Julie Chenoweth and Lisa Chenoweth

DISTRICT COURT

CLARK COUNTY, NEVADA

JULIE CHENOWETH, an individual and LISA
CHENOWETH, an individual,

Case No.: A-25-911415-B
Dept. No.: 13

Plaintiffs,

vs.

ORDER

SUN CAB, INC., a Nevada corporation;
MICHELLE LANGILLE, an individual; DOES I
through X, inclusive; and ROE
CORPORATIONS I through X, inclusive,

Hearing Date:, November 6, 2025
Hearing Time: 9:00 a.m.

Defendants.

The Court, having considered Plaintiffs Julie Chenoweth and Lisa Chenoweth (collectively the "Chenoweths" or "Plaintiffs") Motion for a Temporary Restraining Order, Preliminary Injunction, and Appointment of Receiver (the "Motion), Defendants' Opposition to the Motion, the Joinder to the Opposition, Plaintiffs' Reply, and for good cause appearing, the Court hereby Finds and Orders as follows pursuant to NRCp 65(d):

THIS COURT HEREBY FINDS that the Court's Order Shortening Time entered on October 15, 2025, stated that the Temporary Restraining Order ("TRO") aspect of Plaintiffs' Motion would be heard. Although the hearing as initially set was continued by Stipulations/Orders entered on October 17 and October 27, 2025, those continuances did not

1 expand the scope of matters coming before the Court to include Plaintiffs' requests for a
2 preliminary injunction or appointment of a receiver. Counsel nonetheless briefed and argued
3 those aspects of the Motion.

4 **THIS COURT HEREBY FURTHER FINDS** that, at this juncture, the matter is not
5 ripe for ruling on the preliminary injunction or receivership requests without an evidentiary
6 hearing, and therefore the Court is not in a position to make findings or conclusions as to
7 Plaintiffs' reasonable likelihood of success on the merits.

8 **THIS COURT HEREBY FURTHER FINDS** that Plaintiffs have made a sufficient
9 showing of irreparable injury absent a TRO, given that Defendant is a close corporation and that,
10 in such context, the parties may have special or fiduciary duties to each other such that a sale of
11 all assets of the entity would go beyond the ordinary course of business and render damages an
12 inadequate remedy.

13 **THIS COURT HEREBY FURTHER FINDS** that Defendants' Opposition/Joinder
14 represents that any impending sale would be conditioned on approval by the Nevada Taxicab
15 Authority, with the matter apparently set to come before that Authority on December 17, 2025.

16 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**
17 as follows:

18 It is **HEREBY ORDERED, ADJUDGED, AND DECREED** that the Court **GRANTS**
19 Plaintiffs' Motion insofar as it seeks a Temporary Restraining Order. Defendants are
20 **TEMPORARILY RESTRAINED** and **ENJOINED** from consummating any sale of all or
21 substantially all assets of Sun Cab Inc., and from entering into any other purportedly binding sale
22 agreement relating to all or substantially all assets of Sun Cab Inc.

23 It is **HEREBY ORDERED, ADJUDGED, AND DECREED** that this Order does not
24 restrain or prohibit Defendants from proceeding to seek approval from the Nevada Taxicab
25 Authority, including participation in any proceedings scheduled for December 17, 2025.

26 It is **HEREBY ORDERED, ADJUDGED, AND DECREED** that because Plaintiffs'
27 Motion came before the Court with notice, the fourteen-day limitation of NRCP 65(b)(2) is
28

1 inapplicable.

2 It is **HEREBY ORDERED, ADJUDGED, AND DECREED** that, as security for the
3 payment of such costs and damages as may be incurred or suffered by any party who is found to
4 have been wrongfully enjoined or restrained, Plaintiffs shall post a bond in the amount of
5 \$10,000.00. This bond shall be posted forthwith and in any event no later than three business
6 days from entry of this Order, unless otherwise ordered.

7 It is **HEREBY ORDERED, ADJUDGED, AND DECREED** that a Status Check Re
8 Evidentiary Hearing is scheduled for Thursday, December 18, 2025, at 9:00 a.m., at which time
9 the Court will address scheduling and parameters for the evidentiary hearing on Plaintiffs'
10 requests for preliminary injunctive relief and appointment of a receiver.

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1 It is **HEREBY ORDERED, ADJUDGED, AND DECREED** that Plaintiffs' requests
2 for a preliminary injunction and appointment of a receiver are reserved and deferred, without
3 prejudice to further development of the record and adjudication following an evidentiary hearing.

4 **IT IS SO ORDERED.**

Dated this 25th day of November, 2025

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TMB

C38 7EA 9CCB 6248
Mark R. Denton
District Court Judge

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8
9 Respectfully submitted by:
10 **MARQUIS AURBACH CHTD.**

11 /s/ Hannah D. Gagow
12 Brian R. Hardy, Esq.
13 Nevada Bar No. 10068
14 Sarah C. Ethington, Esq.
15 Nevada Bar No. 16530
16 Hannah D. Gagow, Esq.
17 Nevada Bar No. 17195
18 10001 Park Run Drive
19 Las Vegas, Nevada 89145
20 Attorneys for Plaintiffs Julie Chenoweth
21 and Lisa Chenoweth

Approved as to form and content by:
RICE REUTHER SULLIVAN & CARROLL,
LLP

/s/ Robert E. Opdyke
David A. Carroll, Esq.
Nevada Bar No. 7643
Anthony J. DiRaimondo, Esq.
Nevada Bar No. 10875
Robert E. Opdyke, Esq.
Nevada Bar No. 12841
3800 Howard Hughes Parkway, Suite 1200
Las Vegas, Nevada 89169
Attorneys for Defendant Sun Cab, Inc.

Approved as to form and content by:

SEMENZA RICKARD LAW

/s/ Jarrod L. Rickard
Jarrod L. Rickard, Esq.
Nevada Bar No. 10203
Katie L. Cannata, Esq.
Nevada Bar No. 14848
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145
Attorneys for Defendant Michelle Langille

FW: MAC File No.: 17865-001; stipulating to extend discovery deadlines by 60 days- A-25-911415-B Chenoweth, et al. v. Sun Cab, Inc.

HG Hannah Gagow
To: Krista Busch

From: Jessica J. Madsen <jmadsen@MACLAW.com>

Sent: Friday, November 21, 2025 10:02 AM

To: David A. Carroll <dcarroll@rsc-law.com>; Hannah Gagow <hgagow@mac-law.com>; Sarah Ethington <sethington@mac-law.com>; Robert Opdyke <ropdyke@rsc-law.com>; Jarro
<jarrod@semenzarickard.com>; Anthony J. DiRaimondo <adiraimondo@rsc-law.com>

Cc: Brian R. Hardy <bhardy@mac-law.com>; Krista Busch <kbusch@mac-law.com>; Michelle Monkash <mmonkash@mac-law.com>

Subject: MAC File No.: 17865-001; stipulating to extend discovery deadlines by 60 days- A-25-911415-B Chenoweth, et al. v. Sun Cab, Inc. [our file no. 17865-001] [IWOV-IMANAGE.FI

Attached is the draft TRO proposed Order to review for changes or your approval to affix signature.

Thank you.



Jessica Madsen | Legal Assistant to
Jared M. Moser, Esq.
Tabeltha J. Nakagawa, Esq.
Hannah D. Gagow, Esq.

FW: MAC File No.: 17865-001; stipulating to extend discovery deadlines by 60 days- A-25-911415-B Chenoweth, et al. v. Sun Cab, Inc.

HG Hannah Gagow
To: Krista Busch

From: Robert Opdyke <ropdyke@rsc-law.com>

Sent: Monday, November 24, 2025 3:09:57 PM

To: Jessica J. Madsen <jmadsen@MACLAW.com>; David A. Carroll <dcarroll@rsc-law.com>; Hannah Gagow <hgagow@mac-law.com>; Sarah Ethington <sethington@mac-law.com>; J
<jarrod@semenzarickard.com>; Anthony J. DiRaimondo <adiraimondo@rsc-law.com>

Cc: Brian R. Hardy <bhardy@mac-law.com>; Krista Busch <kbusch@mac-law.com>; Michelle Monkash <mmonkash@mac-law.com>

Subject: RE: MAC File No.: 17865-001; stipulating to extend discovery deadlines by 60 days- A-25-911415-B Chenoweth, et al. v. Sun Cab, Inc. [our file no. 17865-001] [IWOV-IMANAC

Good afternoon,

We approve the Order granting the TRO as to form and content. Please accept this email as authorization to affix my e-signature thereto.

Sincerely,

Robert E. Opdyke, Esq.
Rice Reuther Sullivan & Carroll, LLP
3800 Howard Hughes Parkway, Suite 1200
Las Vegas, Nevada 89169
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Main: (702) 732-9099
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FW: MAC File No.: 17865-001; stipulating to extend discovery deadlines by 60 days- A-25-911415-B Chenoweth, et al. v. Sun Cab, Inc.

HG Hannah Gagow
To: Krista Busch

From: Jarrod L. Rickard <jlrickard@semenzarickard.com>

Sent: Monday, November 24, 2025 6:22 PM

To: Robert Opdyke <ropdyke@rsc-law.com>; Jessica J. Madsen <jmadsen@MACLAW.com>; David A. Carroll <dcarroll@rsc-law.com>; Hannah Gagow <hgagow@mac-law.com>; Sar
<jarrod@semenzarickard.com>; Anthony J. DiRaimondo <adiraimondo@rsc-law.com>

Cc: Brian R. Hardy <bhardy@mac-law.com>; Krista Busch <kbusch@mac-law.com>; Michelle Monkash <mmonkash@mac-law.com>

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You may add my signature as well thx

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1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
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6 Julie Chenoweth, Plaintiff(s)

CASE NO: A-25-911415-B

7 vs.

DEPT. NO. Department 13

8 Sun Cab Inc, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 11/25/2025

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