

Hale Lane Peek Dennison and Howard
5441 Kietzke Lane, Second Floor
Reno, Nevada 89511

1 J. Stephen Peek, Esq. (NV Bar #1758)
Jerry M. Snyder, Esq. (NV Bar #6830)
2 Hale Lane Peek Dennison and Howard
5441 Kietzke Lane, Second Floor
3 Reno, NV 89511
Tel: (775) 327-3000
4 Fax: (775) 786-6179

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6 Attorneys for Plaintiff Friendly Capital Partners, L.P.
eTrepid Technologies, LLC; and Warren Trepp

7 **UNITED STATES DISTRICT COURT**
8 **FOR THE DISTRICT OF NEVADA**

9 FRIENDLY CAPITAL PARTNERS, L.P., a
10 California Limited Partnership,

Case No. 3:07-CV-00250-BES-VPC

11
12 Plaintiff,

JOINT STATUS REPORT

13 vs.

14 DENNIS MONTGOMERY, BRENDA
MONTGOMERY, and the MONTGOMERY
15 FAMILY TRUST, a California trust, and DOES 1
through 10, individually,

16 Defendants

17 _____/
18 DENNIS MONTGOMERY, BRENDA
19 MONTGOMERY, and the MONTGOMERY
FAMILY TRUST,

20 Counterclaimants,

21 vs.

22 FRIENDLY CAPITAL PARTNERS, L.P., a
23 California Limited Partnership; WARREN TREPP,
an individual, ETREPPID TECHNOLOGIES,
24 LLC, a Nevada Limited Liability Company,
DOUGLAS J. FRYE, an individual, and DOES 1 –
25 10 inclusive.

26 Counterdefendants.
27 _____/
28

AND ALL RELATED MATTERS.
_____/

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1 **I. STATUS OF THE ACTION AND PENDING MOTIONS**

2 A. Summary of Procedural History

3 This action arises out Friendly Capital Partners, LP’s (“FCP”) claims to recover money due
4 under a promissory note and to foreclose on the asset securing that note, Montgomery’s interest in
5 eTreppid Technologies, LLC. On April 23, 2007, FCP filed a complaint in Nevada state court alleging
6 claims for Foreclosure of Security, Breach of Contract, Breach of the Implied Covenant of Good Faith
7 and Fair Dealing, and Unjust Enrichment. Montgomery subsequently removed this action and, on
8 June 8, 2007, filed the Answer and Counterclaim of Dennis Montgomery, Brenda Montgomery, and
9 the Montgomery Family Trust (the “Answer and Counterclaim”). This pleading asserts counterclaims
10 against FCP, as well as cross claims against eTreppid, Warren Trepp, and Doug Frye, for Fraud and
11 Misrepresentation, Breach of Contract, Breach of Fiduciary Duty, Constructive Fraud, Breach of the
12 Implied Covenant of Good Faith and Fair Dealing, Unjust Enrichment, Intentional Interference with
13 Prospective Economic Advantage, Negligent Interference with Prospective Economic Advantage,
14 Identity Theft, Civil Conspiracy, and an Accounting.

15 The cross claims have not been served. Counsel for FCP has agreed to accept service on behalf
16 of eTreppid and Trepp. The parties have agreed that eTreppid’s, FCP’s and Trepp’s time to file a
17 responsive pleading shall run from the date upon which Trepp and eTreppid are served with the
18 Answer and Counterclaim.

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