

1 MICHAEL F. BOHN, ESQ.
Nevada Bar No.: 1641
2 mbohn@bohnlawfirm.com
LAW OFFICES OF
3 MICHAEL F. BOHN, ESQ., LTD.
376 East Warm Springs Road, Ste. 140
4 Las Vegas, Nevada 89119
(702) 642-3113/ (702) 642-9766 FAX
5 Attorney for plaintiff/appellant

Electronically Filed
May 24 2016 11:12 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

6
7
8 SUPREME COURT

9
10 STATE OF NEVADA

11 SATICOY BAY LLC SERIES 2021
12 GRAY EAGLE WAY,

No. 68431

13 Appellant,

14 vs.

15
16 JPMORGAN CHASE BANK, N.A.,

17 Respondent.
18

19
20 **APPELLANT'S REPLY BRIEF**

21
22 Michael F. Bohn, Esq.
23 Law Office of
Michael F. Bohn, Esq., Ltd.
24 376 East Warm Springs Rd., Ste. 140
Las Vegas, Nevada 89119
25 (702) 642-3113/ (702) 642-9766 Fax

26 Attorney for plaintiff/appellant,
27 Saticoy Bay LLC Series Gray
Eagle Way
28

1 **NRAP 26.1 DISCLOSURE STATEMENT**

2 Counsel for plaintiff/appellant states that the plaintiff/appellant Saticoy Bay
3 LLC Series 2021 Gray Eagle Way is a Nevada limited-liability company. The
4 manager for Saticoy Bay LLC Series 2021 Gray Eagle Way is the Bay Harbor Trust.
5 The trustee for the Bay Harbor Trust is Iyad Haddad.
6

7 These representations are made in order that the judges of this court may
8 evaluate possible disqualification or recusal.
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NRAP 26.1 DISCLOSURE STATEMENT. ii

TABLE OF CONTENTS iii

TABLE OF AUTHORITIES iv

 Cases iv

 Statutes and rules. v

ROUTING STATEMENT. V

I. SUMMARY OF THE ARGUMENT. 1

II. ARGUMENT. 2

 1. Saticoy did not waive its objection to dismissal of the action
 with prejudice. 2

 2. Before dismissal is appropriate under NRCP 17(a), Gray Eagle
 Trust must have an opportunity to ratify Saticoy’s complaint in
 intervention or join in the action. 4

 3. Saticoy adequately explained why it did not take its complaint
 in intervention to trial within the nineteen months that it was a
 party to the action. 7

 4. The HOA necessarily foreclosed on the superpriority portion
 of its assessment lien. 8

 5. The record on appeal contains no evidence of fraud, unfairness,
 or oppression that would support granting equitable relief from
 the conclusive recitals in the foreclosure deeds. 10

1 6. The HOA instituted proceedings to enforce its assessment lien
2 within the three year period provided by NRS 116.3116(6)..... 11
3
4 7. There is no requirement that an HOA foreclosure sale be
5 commercially reasonable. 12
6
7 8. The Monroe factors show that the district court abused its
8 discretion in dismissing the action with prejudice..... 13
9
10 III. CONCLUSION 14
11
12 CERTIFICATE OF COMPLIANCE 15
13
14 CERTIFICATE OF SERVICE. 16

TABLE OF AUTHORITIES

CASES:

Nevada cases

Bongiovi v. Sullivan, 122 Nev. 556, 138 P.3d 433 (2006).. 6
Monroe v. Columbia Sunrise Hospital & Medical Center,
123 Nev. 96, 158 P.3d 1008 (2007). 13
Powell v. Liberty Mutual Fire Insurance Co.,
127 Nev. 14, 252 P.3d 668 (2011). 6
SFR Investments Pool 1, LLC v. U.S. Bank, N.A., 130 Nev., Adv. Op. 75,
334 P.3d 408 (2014). 7, 9, 11-12

1 Shadow Wood Homeowners Association v. New York Community Bancorp, Inc.,

2 132 Nev. Adv. Op. 5, 366 P.3d 1105 (2016). 10

3
4 **STATUTES AND RULES:**

5 NRAP 28. 5-6

6 NRCP 17. 1, 4-5

7 NRS 11.080. 4

8
9 NRS 116.3116. 1, 9, 11, 12, 14

10
11
12 **ROUTING STATEMENT**

13 This case is a quiet title action. Rule 17 does not list quiet title matters as one
14 of the cases retained by the Supreme Court. Counsel for appellant therefore believes
15 that this appeal should be assigned to the Court of Appeals.
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **SUMMARY OF THE ARGUMENT**

2 Saticoy Bay LLC Series 2021 Gray Eagle Way (hereinafter “Saticoy”) did not
3
4 waive its objection to dismissal of the action with prejudice.

5 NRCP 17(a) provides that an action may not be dismissed unless the real party
6
7 in action has an opportunity to ratify the action or join as a party.

8 Saticoy adequately explained why it did not take its complaint in intervention
9
10 to trial within the nineteen months that it was a party.

11 The HOA necessarily foreclosed on its superpriority lien and extinguished the
12
13 subordinate deed of trust held by JPMorgan Chase Bank, N.A. (hereinafter
14 “JPMorgan”).

15
16 The record on appeal contains no evidence of fraud, unfairness, or oppression
17
18 that would support granting equitable relief from the conclusive recitals in the
19 foreclosure deeds.

20 The HOA instituted foreclosure of its assessment lien within the three year
21
22 period provided by NRS 116.3116(6).

23 There is no requirement that an HOA foreclosure sale be commercially
24
25 reasonable.

26 The district court abused its discretion in dismissing the action with prejudice.
27

1 ARGUMENT

2
3 **1. Saticoy did not waive its objection to dismissal of the action with**
4 **prejudice.**

5 At page 3 of Respondent’s Answering Brief, JPMorgan argues that “Saticoy
6 has failed to demonstrate that the district court abused its discretion in dismissing the
7 ‘action,’ which included Saticoy’s claims, with prejudice.”

8
9 At page 5 of Respondent’s Answering Brief, JPMorgan also asserts that
10 “Saticoy did not object to the dismissal of Hannaford’s complaint with prejudice. *See*
11 *APP000179-80.*” This reference is to the request made by Saticoy’s counsel at the
12 hearing held on April 16, 2015.
13
14

15 As reflected by the transcript of the hearing, after counsel for JPMorgan had
16 acknowledged that “there is some case law that does allow discretion for the Court
17 then to determine whether to dismiss with prejudice or without prejudice” (JA1b, pg.
18 173, ll. 2-6) and after the court granted Saticoy’s request for an opportunity to brief
19 the issue of dismissal “without prejudice” and the court set a briefing schedule (JA1b,
20 pg. 179, ll. 4-8), counsel for the HOA requested that the court dismiss the claims filed
21 by the plaintiff unit owner, who was not present or represented by counsel, with
22 prejudice. (JA1b, pg. 179, ll. 11-23) The court granted this request stating that “[t]he
23 questions just relate to the Plaintiff in Intervention” (JA1b, pg. 180, ll. 4-5) and that
24
25
26
27

1 “[i]t’s just a question of with or without prejudice with respect to the intervention
2 claims.” (JA1b, pg. 180, ll. 12-13)
3

4 At page 5 of Respondent’s Answering Brief, JPMorgan argues that because
5 Saticoy’s complaint in intervention is part of the same “action” as the plaintiff’s
6 complaint, dismissal of the plaintiff’s complaint with prejudice necessarily requires
7 the dismissal of Saticoy’s complaint in intervention with prejudice.
8

9 Because Saticoy and JPMorgan filed their supplemental briefs on the same date
10 on April 30, 2015 (JA1a, pgs. 70-74 for Saticoy, and JA1b, pgs. 75-152), Saticoy did
11 not have a chance to respond to the new argument raised by JPMorgan in its
12 supplemental brief that dismissal with prejudice of the claims asserted by plaintiff
13 necessarily required dismissal of the entire “action,” including the claims in Saticoy’s
14 third-party complaint. This was clearly not the understanding of the court or the
15 parties at the hearing held on April 16, 2015 when the court granted the oral request
16 by counsel for the HOA that the dismissal of the plaintiff’s claims be with prejudice.
17
18
19
20

21 To the extent that this Court agrees that dismissal of the plaintiff’s claims with
22 prejudice necessarily requires the dismissal of Saticoy’s claims with prejudice, then
23 the Court should direct that the order entered by the district court be amended to
24 dismiss the “action,” including the plaintiff’s claims, without prejudice.
25

26 As discussed at page 6 of Appellant’s Opening Brief, plaintiff’s ability to file
27

1 a new action will be barred by the statute of limitations, but Saticoy would still have
2 until July 18, 2018 to file a new quiet title action within the 5-year limitation period
3 provided by NRS 11.080.

4
5 **2. Before dismissal is appropriate under NRCP 17(a), Gray Eagle**
6 **Trust must have an opportunity to ratify Saticoy’s complaint in**
7 **intervention or join in the action.**

8 At page 5 of Respondent’s Answering Brief, JPMorgan states that “Saticoy Bay
9 failed to address the fact that prior to the time of dismissal, Saticoy had conveyed its
10 interest in the Property to a non-party entity named Gray Eagle Trust. *See*
11 APP000149.” JPMorgan, however, did not raise this issue until it filed its brief in
12 support of dismissal with prejudice on April 30, 2015. (JA1b, pgs. 75-152) Saticoy
13 had no opportunity to respond to the new argument raised in this brief.
14
15

16
17 Reference to the deed recorded on February 18, 2015 from Saticoy to Gray
18 Eagle Trust was first made by counsel for JPMorgan at the hearing held on April 16,
19 2015. (JA1b, pg. 174, ll. 13-22) Reference to the deed is also made in paragraph 12
20 at page 4 of JPMorgan’s brief (JA1b, pg. 78, ¶12). The reference to APP000149 is
21 to the a copy of the deed attached as Exhibit 10 to JPMorgan’s brief. (JA1b, pgs. 148-
22 152).
23
24

25 NRCP 17(a) provides:
26
27

1 **Real Party in Interest.** Every action shall be prosecuted in the name
2 of the real party in interest. An executor, administrator, guardian, bailee,
3 trustee of an express trust, a party with whom or in whose name a
4 contract has been made for the benefit of another, or a party authorized
5 by statute may sue in that person’s own name without joining the party
6 for whose benefit the action is brought; and when a statute so provides,
7 an action for the use or benefit of another shall be brought in the name
8 of the State. **No action shall be dismissed on the ground that it is not**
9 **prosecuted in the name of the real party in interest until a**
10 **reasonable time has been allowed after objection for ratification of**
11 **commencement of the action by, or joinder or substitution of, the**
12 **real party in interest;** and such ratification, joinder, or substitution
13 shall have the same effect as if the action had been commenced in the
14 name of the real party in interest. (emphasis added)

15 Plaintiff/appellant Saticoy is a Nevada limited-liability company. The manager
16 for Saticoy is the Bay Harbor Trust. The trustee for the Bay Harbor Trust is Iyad
17 Haddad.

18 Gray Eagle Trust is a Nevada trust. Resources Group, LLC is the trustee of the
19 Gray Eagle Trust. The manager for Resources Group, LLC is Iyad Haddad.

20 Consequently, if provided with the required opportunity to have Gray Eagle
21 Trust ratify or join in the action, Saticoy could easily resolve JPMorgan’s objection.

22 At the top of page 6 of Respondent’s Answering Brief, JPMorgan asserts that
23 “Saticoy has waived its right to challenge this issue.” NRAP 28(c) instead provides
24 that the appellant “may file a brief in reply to the respondent’s answering brief” and
25 that the reply brief “must be limited to answering **any new matter** set forth in the
26
27

1 opposing brief.” (emphasis added)

2
3 On this issue, JPMorgan cites Powell v. Liberty Mutual Fire Insurance Co.,
4 127 Nev. 14, 252 P.3d 668, 672 n.3 (2011), where this Court considered the
5 appellant’s claim based on NRS 686A.310 even though appellant’s opening brief only
6 focused on the appellant’s contract claim. In Powell, this Court relied on Bongiovi
7 v. Sullivan, 122 Nev. 556, 570 n.5, 138 P.3d 433, n.5 (2006), where this Court stated
8 that “Bongiovi did not raise this issue in his opening brief, and because reply briefs
9 are limited to answering any matter set forth in the opposing brief, NRAP 28 (c), we
10 decline to consider this argument.”
11
12
13

14 The argument asserted by JPMorgan is an issue raised by JPMorgan and not
15 by plaintiff, so it is appropriate for plaintiff to respond to this issue in its reply brief.

16
17 At page 6 of Respondent’s Answering Brief, JPMorgan argues that “Saticoy
18 **never** owned Lot 22” and that “the Association did not foreclose on Lot 22.” Exhibit
19 6 to JPMorgan’s brief, filed on April 30, 2015 (JA1b, pgs. 133-136), proves that the
20 HOA held a foreclosure sale on July 18, 2013 and sold Lots 21 and 26 to plaintiff for
21 \$81,000.00. Exhibit 8 to JPMorgan’s brief, filed on April 30, 2015 (JA1b, pgs. 140-
22 143), proves that the HOA held a separate foreclosure sale on November 21, 2013
23 and acquired title to Lot 22. Exhibit 9 proves that the HOA’s foreclosure agent
24
25
26
27

1 recorded a quitclaim deed conveying Lot 22 to Saticoy Bay LLC Series 2013 Gray
2 Eagle on December 3, 2013. (JA1b, pgs. 144-147) The grant, bargain sale deed
3 recorded on February 18, 2015 conveyed all three lots into the name of the Gray
4 Eagle Trust. (JA1b, pgs. 149-152)
5

6
7 **3. Saticoy adequately explained why it did not take its complaint**
8 **in intervention to trial within the nineteen months that it was a**
9 **party to the action.**

10 As noted at pages 1 and 2 of Appellant’s Opening Brief, the order granting
11 Saticoy’s motion to intervene was entered on September 16, 2013 (JA1a, pgs. 38-39),
12 and Saticoy filed its complaint in intervention on September 30, 2013. (JA1a, pgs. 44-
13 50)
14

15
16 JPMorgan waited until after this Court entered its decision in SFR Investments
17 Pool 1, LLC v. U.S. Bank, N.A., 130 Nev., Adv. Op. 75, 334 P.3d 408 (2014), before
18 JPMorgan filed its answer to Saticoy’s complaint in intervention on November 6,
19 2014. (JA1a, pgs. 60-66) As a result, Saticoy’s claims for relief were “at issue” for
20 only thirty-nine (39) days before the five year period expired on December 15, 2014.
21
22

23 At the hearing held on April 16, 2015, counsel for Saticoy explained the reason
24 for failing to Saticoy’s claims to trial before December 15, 2014.
25

26 THE COURT: Well, I’m sure I also could’ve prosecuted your case
27 in a more timely fashion, too. It sat for over a year with really nothing

1 happening when you were up against this deadline, right? You have an
2 obligation to know what those deadlines are.

3 MR. BOHN: Well, at the same time, you know, everybody in this
4 courthouse is waiting for the SFR decision to come down, too. And this
5 case was not formally stayed, but I can represent I have about 250 of
6 these cases pending here and in federal court, and a good number of
7 them, probably half are formally sated by the courts.

8 And Mr. Glover and I have worked together on a number of cases,
9 we're very friendly, and we just didn't push this case while waiting for
10 a decision. In fact, there were a number of cases that Mr. Glover and I
11 stipulated to stay until a decision from the SFR. This was not – this was
12 not one of those cases.

(JA1b, pgs. 178-179)

13 Saticoy offered a good excuse for its failure to bring its complaint in
14 intervention to trial before December 15, 2014. Because the statute of limitations will
15 not run on Saticoy's claims until July 18, 2018 at the earliest, the court abused its
16 discretion to dismiss those claims with prejudice.
17

18 **4. The HOA necessarily foreclosed on the superpriority portion**
19 **of its assessment lien.**

20 At page 10 of Respondent's Answering Brief, JPMorgan challenges the merits
21 of Saticoy's third-party complaint and argues that "Saticoy did not present any
22 evidence that the HOA foreclosed on the superpriority piece of its purported lien."
23 JPMorgan raised this issue at page 10 of its brief filed on April 30, 2015 (JA1b, pg.
24 85) to which Saticoy had no opportunity to respond.
25
26
27

1 As approved by this Court in SFR Investments Pool 1, LLC v. U.S. Bank, N.A.,
2 130 Nev., Adv. Op. 75, 334 P.3d 408, 418 (2014), the notice of delinquent assessment
3 lien recorded on April 20, 2009 identified the total amount of the lien including
4 “assessments, late charges, interest, costs, attorney fees and penalties” as “\$7,815.82
5 as of April 14, 2009.” (JA1b, pgs. 122-124). The notice of default and election to
6 sell recorded on September 8, 2009 identified the total amount of the lien as
7 “\$7,815.82 as of April 14, 2009, plus assessments, late charges, interest, costs,
8 attorney fees and fees of the agent for the management body, that have accrued since
9 April 14, 2009.” (JA1b, pgs. 125-128) The notice of foreclosure sale recorded on
10 May 23, 2013 identified the total amount of the lien as “\$70,733.90 as of May 1,
11 2013.” (JA1b, pgs. 129-132)

12
13
14
15
16 By definition, an HOA assessment lien includes a superpriority portion defined
17 by the language in NRS 116.3116(2). In the present case, JPMorgan produced no
18 evidence that it or any other person or entity tendered the superpriority amount prior
19 to the foreclosure sale held on July 18, 2013. As a result, it is JPMorgan that failed
20 to produce any evidence that the HOA did not foreclose on the superpriority portion
21 of its assessment lien.
22
23
24

25 At the bottom of page 10 of Respondent’s Answering Brief, JPMorgan repeats
26 its argument that Saticoy is no longer the real party in interest. JPMorgan, however,
27

1 has not proved that the district court provided the Gray Eagle Trust with the required
2 opportunity to ratify or join as a party to the complaint in intervention filed by
3 Saticoy.
4

5 **5. The record on appeal contains no evidence of fraud, unfairness,
6 or oppression that would support granting equitable relief from
7 the conclusive recitals in the foreclosure deeds.**

8 At page 12 of Respondent’s Answering Brief, JPMorgan argues that the
9 requirement to prove inadequacy of price and “some element of fraud, unfairness, or
10 oppression as accounts for and brings about the inadequacy of price” adopted in
11 Shadow Wood Homeowners Association, Inc. v. New York Community Bancorp,
12 Inc., 132 Nev., Adv. Op. 5, 366 P.3d 1105, 1111 (2016), is satisfied by a claimed
13 error on the second page of the second notice of foreclosure sale recorded on October
14 16, 2013.
15
16
17

18 The notice of foreclosure sale recorded on May 23, 2013 states that it was
19 foreclosing Lot 21, Block B, and Lot 26, Block B, but not Lot 22, Block B. (JA1b,
20 pgs. 130-131) The foreclosure deed recorded on August 26, 2013 relates only to Lot
21 21, Block B and Lot 26, Block B. (JA1b, pgs. 134-136)
22
23

24 The notice of foreclosure sale recorded on October 16, 2013 clearly states on
25 the first page that it relates to Lot 22, Block B commonly known as 2013 Gray Eagle
26
27

1 Way, Las Vegas, Nevada 89117 and includes APN 163-05-414-016 at the top of the
2 page. (JA1b, pg. 138) The exception on the second page does by mistake mention
3 Lot 22 (instead of Lot 21), but the exception on the second page expressly identifies
4 the excluded property as APN 163-05-414-015 being a combination of 2021 Gray
5 Eagle Way and 2016 Eagle Trace Way. (JA1b, pg. 139) The first page of the
6 foreclosure deed recorded on November 27, 2013 refers only to Lot 22, Block B
7 commonly known as 2013 Gray Eagle Way, Las Vegas, Nevada 89117. (JA1b, pg.
8 141)
9

10 The typographical error on the second page of the notice of foreclosure sale
11 recorded on October 16, 2013 is not evidence of “fraud and unfairness” as claimed
12 at page 12 of Respondent’s Answering Brief. It is just a mistake.
13

14
15
16
17
18 **6. The HOA instituted proceedings to enforce its assessment lien**
19 **within the three year period provided by NRS 116.3116(6).**
20

21 At pages 12 and 13 of Respondent’s Answering Brief, JPMorgan argues that
22 “proceedings to enforce” an HOA assessment lien are not “instituted” under NRS
23 116.3116(6) until the HOA has actually completed the nonjudicial foreclosure sale
24 at the end of the foreclosure process.
25

26 JPMorgan also argues that this Court’s interpretation in SFR of the word
27

1 “institution” that appears in NRS 116.3116(2) as “[t]he commencement of something,
2 *such as* a civil or criminal action” (334 P.3d at 415) has no relevance to interpreting
3 the word “instituted” that appears in NRS 116.3116(6).
4

5 In SFR, this Court found that the nonjudicial “action” to “enforce” an HOA
6 assessment lien are “instituted” when a Nevada HOA notifies the owner of the
7 delinquent assessments pursuant to NRS 116.3116(1)(a). 334 P.3d at 411. In the
8 present case, the notice of delinquent assessment lien was recorded on April 20, 2009.
9 (JA1b, pg. 123-124) JPMorgan produced no evidence that any of the assessments
10 included in the notice of delinquent assessment lien were more than three years old
11 on April 20, 2009.
12

13
14
15
16 **7. There is no requirement that an HOA foreclosure sale be**
17 **commercially reasonable.**

18 At the bottom of page 15 and top of page 16 of Respondent’s Answering Brief,
19 JPMorgan states: “To the extent that the district court did rely on a commercial
20 reasonableness requirement, the argument from Section IV.D2 is incorporated herein
21 by reference.” As discussed at pages 9 and 10 above, the typographical error in the
22 notice of foreclosure sale recorded on October 16, 2013 (JA1b, pgs. 137-139)for the
23 separate sale of Lot 22 could not possibly have affected the sale of Lots 21 and 26 in
24 the sale that was completed on July 18, 2013 (JA1b, pgs. 133-136) The
25
26
27

1 typographical error on page 2 of the notice of foreclosure sale recorded on October
2 16, 2013 was also too minor to affect the foreclosure sale of Lot 22 on November 21,
3 2013.
4

5 **8. The Monroe factors show that the district court abused its**
6 **discretion in dismissing the action with prejudice.**

7 At page 17 of Respondent’s Answering Brief, JPMorgan argues that the factors
8 in Monroe v. Columbia Sunrise Hospital & Medical Center, 123 Nev. 96, 158 P.3d
9 1008, 1012 (2007), support dismissal with prejudice in the present case.
10

11 Reviewing “the underlying conduct of the parties,” JPMorgan offered no
12 evidence of any misconduct by plaintiff in prosecuting its third-party complaint.
13

14 Regarding “whether the plaintiff offers adequate excuse for delay,” JPMorgan
15 claims that plaintiff offered no excuse for delay “except to state that its claim had
16 been pending for nineteen months. *See* APP000155.”
17

18 As set forth above at pages 6 and 7, the finding cited by the court at page 3 of
19 its order to dismiss with prejudice (JA1b, pg. 155) ignores the exchange between the
20 court and plaintiff’s counsel at the hearing held on April 16, 2015 (JA1b, pgs. 178-
21 179) as well as the fact that JPMorgan did not file its answer to Saticoy’s complaint
22 in intervention until November 6, 2014. (JA1a, pgs. 60-66)
23
24

25 Regarding “whether the plaintiff’s case lacks merit,” JPMorgan produced no
26
27

1 evidence of fraud, unfairness, or oppression relating to the HOA foreclosure sale, and
2
3 the district court's interpretation of the three year limit contained in NRS 116.3116(6)
4 is incorrect.

5
6 Regarding the factor of "whether any subsequent action following dismissal
7 would not be barred by the applicable statute of limitations," as noted above, the five
8 year statute of limitations on Saticoy's quiet title claim will not expire until July 18,
9
10 2018.

11
12 CONCLUSION

13 By reason of the foregoing, plaintiff respectfully requests that this Court
14 reverse the order to dismiss with prejudice entered by the court on June 22, 2015 and
15
16 remand this case to the district court with instructions to amend the order to be a
17 dismissal without prejudice.

18
19 DATED this 23rd day of May, 2016.

20
21 LAW OFFICES OF
22 MICHAEL F. BOHN, ESQ., LTD.

23 By: / s / Michael F. Bohn, Esq. /
24 Michael F. Bohn, Esq.
25 376 East Warm Springs Road, Ste. 140
26 Las Vegas, Nevada 89119
27 Attorney for plaintiff/appellant

1 **CERTIFICATE OF COMPLIANCE**

2
3 1. I hereby certify that this brief complies with the formatting requirements of
4 NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(6) because this brief has
5 been prepared in a proportionally spaced typeface using Word Perfect X6 14 point
6 Times New Roman.
7

8 2. I further certify that this brief complies with the type-volume limitations of
9 NRAP 32(a)(7) because, excluding the parts of the brief exempted by NRAP 32(a)(7),
10 it is proportionately spaced and has a typeface of 14 points and contains 3,529 words.
11

12
13 3. I hereby certify that I have read this appellate brief, and to the best of my
14 knowledge, information, and belief, it is not frivolous or interposed for any improper
15 purpose. I further certify that this brief complies with all applicable Nevada Rules
16 of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion
17 in the brief regarding matters in the record to be supported by a reference to the page
18 of the transcript or appendix where the matter relied on is to be found.
19
20

21 DATED this 23rd day of May, 2016.
22

23 LAW OFFICES OF
24 MICHAEL F. BOHN, ESQ., LTD.

25 By: / s / Michael F. Bohn, Esq. /
26 Michael F. Bohn, Esq.
27 376 East Warm Springs Rd, Ste. 140

Las Vegas, Nevada 89119
Attorney for plaintiff/appellant

CERTIFICATE OF SERVICE

In accordance with N.R.A.P. 25, I hereby certify that I am an employee of the Law Offices of Michael F. Bohn, Esq., Ltd., and that on the 23rd day of May, 2016, a copy of the foregoing **APPELLANT’S REPLY BRIEF** was served electronically through the Court’s electronic filing system to the following individuals:

Kent F. Larsen, Esq.
Chet A. Glover, Esq.
SMITH LARSEN & WIXOM
1935 Village Center Circle
Las Vegas, NV 89134

/s/ /Marc Sameroff /
An Employee of the LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.