

CLERK OF THE COURT

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Mar 18 2016 11:23 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

NOAS

ADAM PAUL LAXALT
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DAVID J. POPE, #8617
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Attorneys for the Defendant

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DOLLAR LOAN CENTER, LLC, a domestic)	Case No.: A-15-720959-C
limited-liability company,)	
)	Dept. No.: XIII
Plaintiff,)	
)	
vs.)	NOTICE OF APPEAL
)	
STATE OF NEVADA, DEPARTMENT OF)	
BUSINESSS AND INDUSTRY, FINANCIAL)	
INSTITUTIONS DIVISION,)	
)	
Defendants.)	

NOTICE IS HEREBY GIVEN that Respondent, STATE OF NEVADA, DEPARTMENT OF BUSINESS AND INDUSTRY, FINANCIAL INSTITUTIONS DIVISION, hereby appeals to the Nevada Supreme Court the "Order and Judgment", filed in this matter on February 24, 2016 and entered on February 25, 2016, as evidenced by the "Notice of Entry of Order", both attached hereto as Exhibit "A."

DATED this 16th day of March, 2016.

Respectfully Submitted,
ADAM PAUL LAXALT
Attorney General

By: /s/ VIVIENNE RAKOWSKY
VIVIENNE RAKOWSKY
Deputy Attorney General
DAVID J. POPE
Senior Deputy Attorney General

CERTIFICATE OF SERVICE

(X) I hereby certify that I electronically filed the foregoing **NOTICE OF APPEAL** with the Clerk of the Court by using the electronic filing system on the 16th day of March, 2016.

The following participants in this case are registered electronic filing systems users and will be served electronically:

Pat Reilly, Esq.
Joseph G. Went, Esq.
Holland & Hart
9555 Hillwood Dr.
Las Vegas, NV 89134

()

I certify that some of the participants in the case are not registered electronic filing system users and I have mailed the foregoing documents by First-Class Mail, postage prepaid to:

()

I certify that I have served the foregoing documents by First-Class Mail, postage prepaid as follows:

/s/ Michele Caro
An employee of the Office of the Attorney General

EXHIBIT “A”

EXHIBIT “A”


CLERK OF THE COURT

JUDG
Patrick J. Reilly, Esq.
Nevada Bar No. 6103
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jgwent@hollandhart.com

Attorneys for Dollar Loan Center, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

DOLLAR LOAN CENTER, LLC, a domestic
limited-liability company,

Claimant,

vs.

STATE OF NEVADA, DEPARTMENT OF
BUSINESS AND INDUSTRY FINANCIAL
INSTITUTIONS DIVISION,

Respondent.

Case No.: A-15-720959-C

Dept. No.: XIII

ORDER AND JUDGMENT

This matter was commenced by Dollar Loan Center, LLC ("DLC") on July 6, 2015, in the form of an action seeking declaratory relief against the State of Nevada, Department of Business and Industry, Financial Institutions Division (the "FID"). On September 16, 2015, the parties stipulated to convert this action into a proceeding as set forth in Nevada Revised Statutes ("NRS") 29.010, asking this Court to determine whether NRS 604A.480 prohibits licensees from initiating civil suits or alternate dispute resolution proceedings against a debtor that is in default on a high-interest loan. The parties submitted competing briefs, and oral argument was held on January 28, 2016, with Patrick J. Reilly, Esq. appearing on behalf of DLC and David J. Pope, Esq. appearing on behalf of the FID.

///

///

Holland & Hart LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

RECEIVED

FEB 18 2016

DISTRICT COURT DEPT. 13

1 This Court, having carefully reviewed the briefs, together with all exhibits filed, being
2 fully advised in the premises, and good cause appearing therefor, makes the following Findings
3 of Fact and Conclusions of Law, and enters the decision and order set forth herein:

4 **I. FINDINGS OF FACT**

5 1. This Court finds that the controversy between the parties is real and these
6 proceedings are brought in good faith, to determine their respective rights.

7 2. Any of the foregoing Findings of Fact which constitute Conclusions of Law shall
8 deemed as a conclusion of law.

9 **II. CONCLUSIONS OF LAW**

10 NRS 604A.480 provides:

11 **604A.480. Limitations on using proceeds of new loan to pay balance of
12 outstanding loan; exceptions**

13 1. Except as otherwise provided in subsection 2, if a customer agrees in
14 writing to establish or extend the period for the repayment, renewal,
15 refinancing or consolidation of an outstanding loan by using the proceeds
16 of a new deferred deposit loan or high-interest loan to pay the balance of
17 the outstanding loan, the licensee shall not establish or extend the period
18 beyond 60 days after the expiration of the initial loan period. The licensee
19 shall not add any unpaid interest or other charges accrued during the
20 original term of the outstanding loan or any extension of the outstanding
21 loan to the principal amount of the new deferred deposit loan or high-
22 interest loan.

23 2. This section does not apply to a new deferred deposit loan or high-interest
24 loan if the licensee:

25 (a) Makes the new deferred deposit loan or high-interest loan to a
26 customer pursuant to a loan agreement which, under its original
27 terms:

- 28 (1) Charges an annual percentage rate of less than 200 percent;
- (2) Requires the customer to make a payment on the loan at
least once every 30 days;
- (3) Requires the loan to be paid in full in not less than 150
days; and
- (4) Provides that interest does not accrue on the loan at the
annual percentage rate set forth in the loan agreement after
the date of maturity of the loan;

(b) Performs a credit check of the customer with a major consumer
reporting agency before making the loan;

- (c) Reports information relating to the loan experience of the customer to a major consumer reporting agency;
- (d) Gives the customer the right to rescind the new deferred deposit loan or high-interest loan within 5 days after the loan is made without charging the customer any fee for rescinding the loan;
- (e) Participates in good faith with a counseling agency that is:
 - (1) Accredited by the Council on Accreditation of Services for Families and Children, Inc., or its successor organization; and
 - (2) A member of the National Foundation for Credit Counseling, or its successor organization; and
- (f) Does not commence any civil action or process of alternative dispute resolution on a defaulted loan or any extension or repayment plan thereof.

This Court must give a clear and unambiguous statute its plain meaning. D.R. Horton, Inc. v. District Ct. ex rel. County of Clark, 123 Nev. 468, 476, 168 P.3d. 731, 737 (2007); State Dep't of Ins. v. Humana Health, Ins., 112 Nev. 356, 360 (1999) (quoting McKay v. Bd. of Supervisors, 102 Nev. 644, 648 (1986)). In doing so, the Court must consider a statute's provisions as a whole, reading them "in a way that would not render words or phrases superfluous or make provisions nugatory." Southern Nev. Homebuilders Ass'n v. Clark County, 121 Nev. 446, 449, 117 P.3d 171, 173 (2005). Meaningless or unreasonable results should be avoided by courts when interpreting statutes. Matter of Petition of Phillip A.C., 122 Nev. 1284, 1293 (2006).

NRS 604A.480 is unambiguous. Subsection 1 of the statute sets forth the general limitations that apply to a licensee when a "customer agrees in writing to establish or extend the period for the repayment, renewal, refinancing or consolidation of an outstanding loan by using the proceeds of a new deferred deposit loan or high-interest loan to pay the balance of the outstanding loan...." If the customer agrees to such an action on an outstanding loan, then the licensee "shall not": (i) "establish or extend the period beyond 60 days after the expiration of the initial loan period" or; (ii) "add any unpaid interest or other charges accrued during the original term of the outstanding loan or any extension of the outstanding loan to the principal amount of

1 the new deferred deposit loan or high-interest loan." The foregoing prohibitions set forth in
2 NRS 604A.480(1) shall be referred to herein as the "Subsection 1 Prohibitions."

3 NRS 604A.480(2) provides that the Subsection 1 Prohibitions do not apply to a licensee
4 who complies with the conditions listed in NRS 604A.480(2). Subsection 2 contains no
5 prohibition of any kind against a licensee, but are merely the conditions precedent that must be
6 satisfied for a licensee to be exempt from the Subsection 1 Prohibitions. NRS 604A.480
7 therefore contains no prohibition against a licensee from initiating civil suits or alternate dispute
8 resolution proceedings against a debtor that is in default. Rather, NRS 604A.480 only provides
9 that a licensee cannot be exempt from the requirements set forth in NRS 604A.480(1) "if" the
10 licensee has already commenced any civil action or process of alternative dispute resolution
11 against a debtor.

12 **III. DECISION, ORDER, AND JUDGMENT**

13 Based on the foregoing Findings of Fact and Conclusions of Law:

14 **IT IS HEREBY ORDERED** that the Court, having been persuaded by DLC's
15 arguments, finds that NRS 604A.480 does not prohibit licensees from initiating civil suits or
16 alternate dispute resolution proceedings against a debtor that is in default.

17 **IT IS FURTHER HEREBY ORDERED** that no party shall be entitled to attorney's
18 fees or costs of suit.

19 **JUDGMENT IS THEREFORE ENTERED** as to the foregoing question of law, as set
20 forth herein.

21 DATED this 23rd day of February, 2016.

22
23 
24 DISTRICT COURT JUDGE 
25
26
27
28

Holland & Hart LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Submitted by:

Patrick J. Reilly, Esq.
HOLLAND & HART/LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Attorneys for Dollar Loan Center, LLC


CLERK OF THE COURT

NJUD
Patrick J. Reilly, Esq.
Nevada Bar No. 6103
Joseph G. Went, Esq.
Nevada Bar No. 9220
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jgwent@hollandhart.com

Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

DOLLAR LOAN CENTER, LLC, a domestic
limited-liability company,

Plaintiff,

vs.

STATE OF NEVADA, DEPARTMENT OF
BUSINESS AND INDUSTRY FINANCIAL
INSTITUTIONS DIVISION,

Defendant.

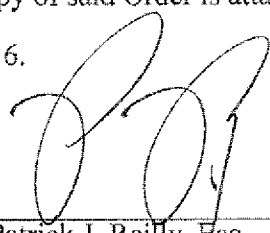
Case No.: A-15-720959-C

Dept. No.: XIII

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

PLEASE TAKE NOTICE that an Order and Judgment was entered in the above-captioned matter on February 24, 2016. A copy of said Order is attached hereto.

DATED this 25th day of February, 2016.


Patrick J. Reilly, Esq.
Joseph G. Went, Esq.
HOLLAND & HART LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of February, 2016, a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER AND JUDGMENT** was served by the following method(s):

☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

Adam Paul Laxalt
Attorney General
David Pope
Senior Deputy Attorney
STATE OF NEVADA
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101
Email: dpope@agn.nv.gov

*Attorneys for Defendant
State of Nevada, Department of Business And
Industry Financial Institutions Division*

☐ U.S. Mail: by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

☐ Email: by electronically delivering a copy via email to the following e-mail address:

☐ Facsimile: by faxing a copy to the following numbers referenced below:


An Employee of Holland & Hart LLP


CLERK OF THE COURT

ASTA
ADAM PAUL LAXALT
Attorney General
DAVID J. POPE, #8617
Senior Deputy Attorney General
VIVIENNE RAKOWSKY #9160
Deputy Attorney General
555 East Washington Avenue, Suite 3900
Las Vegas, Nevada 89101
Telephone: (702) 486-3103
Facsimile: (702) 486-3416
E-Mail: vrakowsky@ag.nv.gov
Attorneys for the Defendants/Appellants

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DOLLAR LOAN CENTER, LLC, a domestic) Case No.: A-15-720959-C
limited-liability company,)

Plaintiff,)

Dept. No.: XIII

vs.)

CASE APPEAL STATEMENT

STATE OF NEVADA, DEPARTMENT OF)
BUSINESSS AND INDUSTRY, FINANCIAL)
INSTITUTIONS DIVISION,)

Defendants.)

CASE APPEAL STATEMENT

1. Name of appellant filing this case appeal statement:

State of Nevada, ex rel. its Department of Business and Industry, Financial Institutions Division.

2. Identify the judge issuing the decision, judgment, or order appealed from:

Honorable Mark R. Denton, of the Eight Judicial District Court, Department XIII, issued the order being appealed.

///

///

1 **3. Identify each appellant and the name and address of counsel for**
2 **each appellant:**

3 Appellant:

4 State of Nevada, Department of Business and Industry, Financial
Institutions Division.

5 Counsel for Appellant:

6 Vivienne Rakowsky
7 Deputy Attorney General
8 David J. Pope
9 Senior Deputy Attorney General
10 Office of the Attorney General
11 555 E. Washington Ave., Ste. 3900
Las Vegas, Nevada 89101
Telephone: (702) 486-3420
Email: vrakowsky@ag.nv.gov

12 **4. Identify each respondent and the name and address of appellate**
13 **counsel, if known, for each respondent: (if the name of a respondent's appellate**
14 **counsel is unknown, indicate as much and provide the name and address of that**
15 **respondent's trial counsel):**

16 Respondent:

17 Dollar Loan Center, LLC

18 Counsel for Respondent:

19 Patrick J. Reilly, Esq.
20 Joseph G. Went, Esq.
21 Holland & Hart LLP
22 9555 Hillwood Drive, Second Floor
23 Las Vegas, Nevada 89134
24 Telephone: (702) 669-4600
25 Email: preilly@hollandhart.com

26 ///

27 ///

1 **5. Indicate whether any attorney identified above in response to**
2 **question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the**
3 **district court granted that attorney permission to appear under SCR 42 (attach a**
4 **copy of any district court order granting such permission):**

5 All attorneys identified above are licensed to practice law in Nevada.

6 **6. Indicate whether appellant was represented by appointed or retained**
7 **counsel in the district court:**

8 Appellant was represented by retained counsel in the district court.

9 **7. Indicate whether appellant is represented by appointed or retained**
10 **counsel on appeal:**

11 Appellant is represented by retained counsel on appeal.

12 **8. Indicate whether appellant was granted leave to proceed in forma**
13 **pauperis, and the date of entry of the district court order granting such leave:**

14 Appellant was not granted leave to proceed in forma pauperis.

15 **9. Indicate the date the proceedings commenced in the district court:**

16 The Complaint was filed on July 6, 2015.

17 **10. Provide a brief description of the nature of the action and result in**
18 **the district court, including the type of judgment or order being appealed and the**
19 **relief granted by the district court:**

20 In its complaint, Dollar Loan Center ("DLC") sought declaratory relief and a
21 preliminary and permanent injunction. The issue before the court was whether DLC
22 must comply with the statutory requirement of NRS 604A.480 which prohibits initiating
23 civil actions or alternative dispute resolutions against consumers in default when
24 Respondent issues a new deferred deposit loan or high-interest loan pursuant to the
25 statute. Specifically, NRS 604A.480(2)(f) explicitly prohibits a licensee from
26 commencing "any civil action or process of alternative dispute resolution on a defaulted
27 loan or repayment plan thereof." DLC asserts that NRS 604A.480(2)(f) does not
28 prohibit civil actions or alternative dispute resolution processes for new loans under
NRS 604A.480(2). However, such an assertion is contrary to the plain meaning of the

1 statute as well as the legislative intent, history, and underlying public policy of the
2 statute.

3 On September 15, 2015, the parties stipulated to convert the action into a
4 proceeding as set forth in NRS 29.010, and oral arguments were held regarding the
5 matter on January 28, 2016. On February 23, 2016, the District Court entered an Order
6 and Judgment in favor of DLC. The Financial Institutions Division now appeals said
7 Order and Judgment.

8 **11. Indicate whether the case has previously been the subject of an
9 appeal to or original writ proceeding in the Supreme Court and, if so, the caption
10 and Supreme Court docket number of the prior proceeding:**

11 The case has not previously been the subject of an appeal and is not an original
12 writ proceeding in the Supreme Court.

13 **12. Indicate whether this appeal involves child custody or visitation:**

14 This case does not involve child custody or visitation.

15 **13. If this is a civil case, indicate whether this appeal involves the
16 possibility of settlement:**

17 This case involves statutory interpretation, and therefore, it does not appear that
18 there is a possibility of settlement.

19 DATED this 16th day of March, 2016.

20 Respectfully Submitted,

21 ADAM PAUL LAXALT
22 Attorney General

23 By: /s/ VIVIENNE RAKOWSKY
24 VIVIENNE RAKOWSKY
25 Deputy Attorney General
26 DAVID J. POPE
27 Senior Deputy Attorney General
28 Attorneys for the Defendants/Appellants

CERTIFICATE OF SERVICE

(X) I hereby certify that I electronically filed the foregoing **CASE APPEAL STATEMENT** with the Clerk of the Court by using the electronic filing system on the 16th day of March, 2016.

The following participants in this case are registered electronic filing systems users and will be served electronically:

Pat Reilly, Esq.
Joseph G. Went, Esq.
Holland & Hart
9555 Hillwood Dr.
Las Vegas, NV 89134

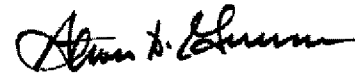
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I certify that some of the participants in the case are not registered electronic filing system users and I have mailed the foregoing documents by First-Class Mail, postage prepaid to:

()

I certify that I have served the foregoing documents by First-Class Mail, postage prepaid as follows:

/s/ Michele Caro
An employee of the Office of the Attorney General



CLERK OF THE COURT

CRTF
ADAM PAUL LAXALT
Attorney General
DAVID J. POPE, #8617
Senior Deputy Attorney General
VIVIENNE RAKOWSKY #9160
Deputy Attorney General
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Telephone: (702) 486-3103
Facsimile: (702) 486-3416
E-Mail: vrakowsky@ag.nv.gov
Attorneys for the Defendants/Appellants

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DOLLAR LOAN CENTER, LLC, a domestic)	Case No.: A-15-720959-C
limited-liability company,)	
)	Dept. No.: XIII
Plaintiff,)	
)	
vs.)	CERTIFICATE THAT NO
)	TRANSCRIPT IS BEING
STATE OF NEVADA, DEPARTMENT OF)	REQUESTED
BUSINESSS AND INDUSTRY, FINANCIAL)	
INSTITUTIONS DIVISION,)	
)	
Defendants.)	

CERTIFICATE THAT NO TRANSCRIPT IS BEING REQUESTED

Notice is hereby given that Appellants, State of Nevada, Department of Business and Industry, Financial Institutions Division are not requesting the preparation of transcripts for this appeal as the transcript for the only hearing on January 26, 2016 from

...
...
...

1 the underlying case number A-15-720959-C was electronically filed by the Clerk of the
2 Eighth Judicial District Court on March 10, 2016.

3
4 DATED this 16th day of March, 2016.

5 Respectfully Submitted,
6 ADAM PAUL LAXALT
7 Attorney General

8 By: /s/ VIVIENNE RAKOWSKY
9 VIVIENNE RAKOWSKY
10 Deputy Attorney General
11 DAVID J. POPE
12 Senior Deputy Attorney General
13 Attorneys for the Defendants/Appellants
14
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Attorney General's Office
555 E. Washington, Suite 3900
Las Vegas, NV 89101

CERTIFICATE OF SERVICE

(X) I hereby certify that I electronically filed the foregoing **CERTIFICATE THAT NO TRANSCRIPT IS BEING REQUESTED** with the Clerk of the Court by using the electronic filing system on the ^{16th} day of March, 2016.

The following participants in this case are registered electronic filing systems users and will be served electronically:

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9555 Hillwood Dr.
Las Vegas, NV 89134

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()

I certify that I have served the foregoing documents by First-Class Mail, postage prepaid as follows:

/s/ Michele Caro
An employee of the Office of the Attorney General

DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-720959-C

Dollar Loan Center LLC, Plaintiff(s)
vs.
Nevada Dept of Business and Industry Financial
Institutions, Defendant(s)

§
§
§
§
§

Location: **Department 13**
Judicial Officer: **Denton, Mark R.**
Filed on: **07/06/2015**
Case Number History:
Cross-Reference Case Number: **A720959**

CASE INFORMATION

Case Type: **Other Civil Matters**

Case Flags: **Appealed to Supreme Court**

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	A-15-720959-C
Court	Department 13
Date Assigned	07/10/2015
Judicial Officer	Denton, Mark R.

PARTY INFORMATION

Plaintiff **Dollar Loan Center LLC**

Lead Attorneys

Reilly, Patrick J.
Retained
702-669-4600(W)

Defendant **Nevada Dept of Business and Industry Financial Institutions**

DATE

EVENTS & ORDERS OF THE COURT

INDEX

07/06/2015



Complaint
Filed By: Plaintiff Dollar Loan Center LLC
Complaint

07/06/2015



Initial Appearance Fee Disclosure
Filed By: Plaintiff Dollar Loan Center LLC
Initial Appearance Fee Disclosure

07/10/2015



Peremptory Challenge
Filed by: Plaintiff Dollar Loan Center LLC
Notice of Peremptory Challenge

07/10/2015



Notice of Department Reassignment
Notice of Department Reassignment

07/27/2015



Summons
Filed by: Plaintiff Dollar Loan Center LLC
Summons - Civil

09/15/2015
















Stipulation and Order
Filed by: Plaintiff Dollar Loan Center LLC
Stipulation And Order To: (i) Convert The Civil Action To A Proceeding As Set Forth In NRS 29.010; And (ii) To Set Briefing Schedule

09/16/2015








Notice of Entry of Stipulation and Order

DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-720959-C

	Filed By: Plaintiff Dollar Loan Center LLC <i>Notice of Entry of Stipulation And Order</i>
10/02/2015	 Stipulation and Order Filed by: Plaintiff Dollar Loan Center LLC <i>Stipulation and Order to Continue Briefing Schedule and Hearing Thereon</i>
10/05/2015	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Dollar Loan Center LLC <i>Notice of Entry of Stipulation And Order</i>
10/13/2015	 Brief Filed By: Plaintiff Dollar Loan Center LLC <i>Dollar Loan Center, LLC's Opening Brief</i>
10/13/2015	 Brief Filed By: Defendant Nevada Dept of Business and Industry Financial Institutions <i>Opening Brief in Support of the Position of the Financial Institutions Division</i>
11/05/2015	 Stipulation and Order Filed by: Plaintiff Dollar Loan Center LLC <i>Stipulation and Order to Continue Briefing Schedule and Hearing Thereon</i>
11/05/2015	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Dollar Loan Center LLC <i>Notice of Entry of Stipulation and Order</i>
11/30/2015	 Stipulation and Order Filed by: Plaintiff Dollar Loan Center LLC <i>Stipulation and Order to Continue Briefing Schedule and Hearing Thereon</i>
12/01/2015	 Notice of Entry of Stipulation and Order Filed By: Plaintiff Dollar Loan Center LLC <i>Notice of Entry of Stipulation and Order</i>
12/17/2015	 Stipulation and Order Filed by: Defendant Nevada Dept of Business and Industry Financial Institutions <i>Stipulation and Order to Continue Briefing Schedule and Hearing Thereon</i>
12/18/2015	 Notice of Entry of Stipulation and Order Filed By: Defendant Nevada Dept of Business and Industry Financial Institutions <i>Notice of Entry of Stipulation and Order</i>
01/13/2016	 Response Filed by: Plaintiff Dollar Loan Center LLC <i>Dollar Loan Center, LLC's Response Brief</i>
01/13/2016	 Brief Filed By: Defendant Nevada Dept of Business and Industry Financial Institutions <i>Final Brief in Support of the Position of the Financial Institutions Division</i>
01/25/2016	 Hearing (9:00 AM) (Judicial Officer: Denton, Mark R.) 01/25/2016, 01/28/2016 <i>Stipulation And Order To: (i) Convert The Civil Action To A Proceeding As Set Forth In NRS</i>

DISTRICT COURT
CASE SUMMARY
CASE NO. A-15-720959-C

	29.010; And (ii) To Set Briefing Schedule
	Continued; Matter Heard;
	Continued; Matter Heard; <i>Continued</i>
02/24/2016	 Judgment Filed By: Plaintiff Dollar Loan Center LLC <i>Order and Judgment</i>
02/24/2016	Judgment (Judicial Officer: Denton, Mark R.) Debtors: Nevada Dept of Business and Industry Financial Institutions (Defendant) Creditors: Dollar Loan Center LLC (Plaintiff) Judgment: 02/24/2016, Docketed: 03/02/2016
02/25/2016	 Notice of Entry of Judgment Filed By: Plaintiff Dollar Loan Center LLC <i>Notice of Entry of Order and Judgment</i>
03/10/2016	 Transcript of Proceedings <i>Transcript of Proceedings: Stipulation and Order to: (i) Convert the Civil Action to a Proceeding as Set Forth in NRS 29.010; and (I) to Set Briefing Schedule, January 28, 2016</i>
03/16/2016	 Notice of Appeal Filed By: Defendant Nevada Dept of Business and Industry Financial Institutions <i>Notice of Appeal</i>
03/16/2016	 Case Appeal Statement Filed By: Defendant Nevada Dept of Business and Industry Financial Institutions <i>Case Appeal Statement</i>

DATE	FINANCIAL INFORMATION
	Plaintiff Dollar Loan Center LLC
	Total Charges 776.00
	Total Payments and Credits 776.00
	Balance Due as of 3/17/2016 0.00

DISTRICT COURT CIVIL COVER SHEET

A- 15- 720959- C

County, Nevada

XXXI I

Case No. _____

(Assigned by Clerk's Office)

I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

Dollar Loan Center, LLC, a domestic limited-liability company

Defendant(s) (name/address/phone):

State of Nevada, Department of Business and
Industry Financial Institutions Division

Attorney (name/address/phone):

Patrick J. Reilly and Joseph G. Went
Holland & Hart LLP, 9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134
702-669-4600

Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property		Torts
Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input checked="" type="checkbox"/> Other Civil Matters

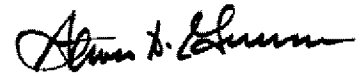
Business Court filings should be filed using the Business Court civil coversheet.

7/6/15

Date

Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

JUDG

Patrick J. Reilly, Esq.
Nevada Bar No. 6103
Joseph G. Went, Esq.
Nevada Bar No. 9220
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jgwent@hollandhart.com

Attorneys for Dollar Loan Center, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

DOLLAR LOAN CENTER, LLC, a domestic
limited-liability company,

Claimant,

vs.

STATE OF NEVADA, DEPARTMENT OF
BUSINESS AND INDUSTRY FINANCIAL
INSTITUTIONS DIVISION,

Respondent.

Case No.: A-15-720959-C

Dept. No.: XIII

ORDER AND JUDGMENT

This matter was commenced by Dollar Loan Center, LLC ("DLC") on July 6, 2015, in the form of an action seeking declaratory relief against the State of Nevada, Department of Business and Industry, Financial Institutions Division (the "FID"). On September 16, 2015, the parties stipulated to convert this action into a proceeding as set forth in Nevada Revised Statutes ("NRS") 29.010, asking this Court to determine whether NRS 604A.480 prohibits licensees from initiating civil suits or alternate dispute resolution proceedings against a debtor that is in default on a high-interest loan. The parties submitted competing briefs, and oral argument was held on January 28, 2016, with Patrick J. Reilly, Esq. appearing on behalf of DLC and David J. Pope, Esq. appearing on behalf of the FID.

///

///

This Court, having carefully reviewed the briefs, together with all exhibits filed, being fully advised in the premises, and good cause appearing therefor, makes the following Findings of Fact and Conclusions of Law, and enters the decision and order set forth herein:

I. FINDINGS OF FACT

1. This Court finds that the controversy between the parties is real and these proceedings are brought in good faith, to determine their respective rights.

2. Any of the foregoing Findings of Fact which constitute Conclusions of Law shall be deemed as a conclusion of law.

II. CONCLUSIONS OF LAW

NRS 604A.480 provides:

604A.480. Limitations on using proceeds of new loan to pay balance of outstanding loan; exceptions

1. Except as otherwise provided in subsection 2, if a customer agrees in writing to establish or extend the period for the repayment, renewal, refinancing or consolidation of an outstanding loan by using the proceeds of a new deferred deposit loan or high-interest loan to pay the balance of the outstanding loan, the licensee shall not establish or extend the period beyond 60 days after the expiration of the initial loan period. The licensee shall not add any unpaid interest or other charges accrued during the original term of the outstanding loan or any extension of the outstanding loan to the principal amount of the new deferred deposit loan or high-interest loan.
2. This section does not apply to a new deferred deposit loan or high-interest loan if the licensee:
 - (a) Makes the new deferred deposit loan or high-interest loan to a customer pursuant to a loan agreement which, under its original terms:
 - (1) Charges an annual percentage rate of less than 200 percent;
 - (2) Requires the customer to make a payment on the loan at least once every 30 days;
 - (3) Requires the loan to be paid in full in not less than 150 days; and
 - (4) Provides that interest does not accrue on the loan at the annual percentage rate set forth in the loan agreement after the date of maturity of the loan;
 - (b) Performs a credit check of the customer with a major consumer reporting agency before making the loan;

- (c) Reports information relating to the loan experience of the customer to a major consumer reporting agency;
- (d) Gives the customer the right to rescind the new deferred deposit loan or high-interest loan within 5 days after the loan is made without charging the customer any fee for rescinding the loan;
- (e) Participates in good faith with a counseling agency that is:
 - (1) Accredited by the Council on Accreditation of Services for Families and Children, Inc., or its successor organization; and
 - (2) A member of the National Foundation for Credit Counseling, or its successor organization; and
- (f) Does not commence any civil action or process of alternative dispute resolution on a defaulted loan or any extension or repayment plan thereof.

This Court must give a clear and unambiguous statute its plain meaning. *D.R. Horton, Inc. v. District Ct. ex rel. County of Clark*, 123 Nev. 468, 476, 168 P.3d. 731, 737 (2007); *State Dep't of Ins. v. Humana Health, Ins.*, 112 Nev. 356, 360 (1999) (quoting *McKay v. Bd. of Supervisors*, 102 Nev. 644, 648 (1986)). In doing so, the Court must consider a statute's provisions as a whole, reading them "in a way that would not render words or phrases superfluous or make provisions nugatory." *Southern Nev. Homebuilders Ass'n v. Clark County*, 121 Nev. 446, 449, 117 P.3d 171, 173 (2005). Meaningless or unreasonable results should be avoided by courts when interpreting statutes. *Matter of Petition of Phillip A.C.*, 122 Nev. 1284, 1293 (2006).

NRS 604A.480 is unambiguous. Subsection 1 of the statute sets forth the general limitations that apply to a licensee when a "customer agrees in writing to establish or extend the period for the repayment, renewal, refinancing or consolidation of an outstanding loan by using the proceeds of a new deferred deposit loan or high-interest loan to pay the balance of the outstanding loan..." If the customer agrees to such an action on an outstanding loan, then the licensee "shall not": (i) "establish or extend the period beyond 60 days after the expiration of the initial loan period" or; (ii) "add any unpaid interest or other charges accrued during the original term of the outstanding loan or any extension of the outstanding loan to the principal amount of

1 the new deferred deposit loan or high-interest loan.” The foregoing prohibitions set forth in
2 NRS 604A.480(1) shall be referred to herein as the “Subsection 1 Prohibitions.”

3 NRS 604A.480(2) provides that the Subsection 1 Prohibitions do not apply to a licensee
4 who complies with the conditions listed in NRS 604A.480(2). Subsection 2 contains no
5 prohibition of any kind against a licensee, but are merely the conditions precedent that must be
6 satisfied for a licensee to be exempt from the Subsection 1 Prohibitions. NRS 604A.480
7 therefore contains no prohibition against a licensee from initiating civil suits or alternate dispute
8 resolution proceedings against a debtor that is in default. Rather, NRS 604A.480 only provides
9 that a licensee cannot be exempt from the requirements set forth in NRS 604A.480(1) “if” the
10 licensee has already commenced any civil action or process of alternative dispute resolution
11 against a debtor.

12 **III. DECISION, ORDER, AND JUDGMENT**

13 Based on the foregoing Findings of Fact and Conclusions of Law:

14 **IT IS HEREBY ORDERED** that the Court, having been persuaded by DLC’s
15 arguments, finds that NRS 604A.480 does not prohibit licensees from initiating civil suits or
16 alternate dispute resolution proceedings against a debtor that is in default.

17 **IT IS FURTHER HEREBY ORDERED** that no party shall be entitled to attorney’s
18 fees or costs of suit.

19 **JUDGMENT IS THEREFORE ENTERED** as to the foregoing question of law, as set
20 forth herein.

21 DATED this 23rd day of February, 2016.

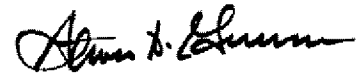
22
23 
24 DISTRICT COURT JUDGE 

Holland & Hart LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Submitted by:

Patrick J. Reilly, Esq.
HOLLAND & HART LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Attorneys for Dollar Loan Center, LLC



CLERK OF THE COURT

NJUD

Patrick J. Reilly, Esq.
Nevada Bar No. 6103
Joseph G. Went, Esq.
Nevada Bar No. 9220
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Email: preilly@hollandhart.com
jgwent@hollandhart.com

Attorneys for Plaintiff

**DISTRICT COURT
CLARK COUNTY, NEVADA**

DOLLAR LOAN CENTER, LLC, a domestic
limited-liability company,

Plaintiff,

vs.

STATE OF NEVADA, DEPARTMENT OF
BUSINESS AND INDUSTRY FINANCIAL
INSTITUTIONS DIVISION,

Defendant.

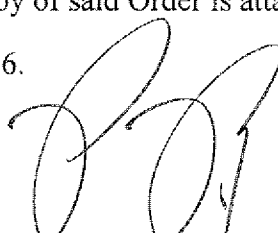
Case No.: A-15-720959-C

Dept. No.: XIII

**NOTICE OF ENTRY OF ORDER AND
JUDGMENT**

PLEASE TAKE NOTICE that an Order and Judgment was entered in the above-captioned matter on February 24, 2016. A copy of said Order is attached hereto.

DATED this 25th day of February, 2016.



Patrick J. Reilly, Esq.
Joseph G. Went, Esq.
HOLLAND & HART LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of February, 2016, a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER AND JUDGMENT** was served by the following method(s):

☒ Electronic: by submitting electronically for filing and/or service with the Eighth Judicial District Court's e-filing system and served on counsel electronically in accordance with the E-service list to the following email addresses:

Adam Paul Laxalt
Attorney General
David Pope
Senior Deputy Attorney
STATE OF NEVADA
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101
Email: dpope@agn.nv.gov

*Attorneys for Defendant
State of Nevada, Department of Business And
Industry Financial Institutions Division*

☐ U.S. Mail: by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

☐ Email: by electronically delivering a copy via email to the following e-mail address:

☐ Facsimile: by faxing a copy to the following numbers referenced below:


An Employee of Holland & Hart LLP


CLERK OF THE COURT

JUDG
Patrick J. Reilly, Esq.
Nevada Bar No. 6103
Joseph G. Went, Esq.
Nevada Bar No. 9220
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Email: preilly@hollandhart.com
jgwent@hollandhart.com
Attorneys for Dollar Loan Center, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

DOLLAR LOAN CENTER, LLC, a domestic
limited-liability company,

Claimant,

vs.

STATE OF NEVADA, DEPARTMENT OF
BUSINESS AND INDUSTRY FINANCIAL
INSTITUTIONS DIVISION,

Respondent.

Case No.: A-15-720959-C

Dept. No.: XIII

ORDER AND JUDGMENT

This matter was commenced by Dollar Loan Center, LLC ("DLC") on July 6, 2015, in the form of an action seeking declaratory relief against the State of Nevada, Department of Business and Industry, Financial Institutions Division (the "FID"). On September 16, 2015, the parties stipulated to convert this action into a proceeding as set forth in Nevada Revised Statutes ("NRS") 29.010, asking this Court to determine whether NRS 604A.480 prohibits licensees from initiating civil suits or alternate dispute resolution proceedings against a debtor that is in default on a high-interest loan. The parties submitted competing briefs, and oral argument was held on January 28, 2016, with Patrick J. Reilly, Esq. appearing on behalf of DLC and David J. Pope, Esq. appearing on behalf of the FID.

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Holland & Hart LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

RECEIVED

FEB 18 2016

DISTRICT COURT DEPT. 13

1 This Court, having carefully reviewed the briefs, together with all exhibits filed, being
2 fully advised in the premises, and good cause appearing therefor, makes the following Findings
3 of Fact and Conclusions of Law, and enters the decision and order set forth herein:

4 **I. FINDINGS OF FACT**

5 1. This Court finds that the controversy between the parties is real and these
6 proceedings are brought in good faith, to determine their respective rights.

7 2. Any of the foregoing Findings of Fact which constitute Conclusions of Law shall
8 deemed as a conclusion of law.

9 **II. CONCLUSIONS OF LAW**

10 NRS 604A.480 provides:

11 **604A.480. Limitations on using proceeds of new loan to pay balance of
12 outstanding loan; exceptions**

13 1. Except as otherwise provided in subsection 2, if a customer agrees in
14 writing to establish or extend the period for the repayment, renewal,
15 refinancing or consolidation of an outstanding loan by using the proceeds
16 of a new deferred deposit loan or high-interest loan to pay the balance of
17 the outstanding loan, the licensee shall not establish or extend the period
18 beyond 60 days after the expiration of the initial loan period. The licensee
19 shall not add any unpaid interest or other charges accrued during the
20 original term of the outstanding loan or any extension of the outstanding
21 loan to the principal amount of the new deferred deposit loan or high-
22 interest loan.

23 2. This section does not apply to a new deferred deposit loan or high-interest
24 loan if the licensee:

25 (a) Makes the new deferred deposit loan or high-interest loan to a
26 customer pursuant to a loan agreement which, under its original
27 terms:

- 28 (1) Charges an annual percentage rate of less than 200 percent;
- (2) Requires the customer to make a payment on the loan at
least once every 30 days;
- (3) Requires the loan to be paid in full in not less than 150
days; and
- (4) Provides that interest does not accrue on the loan at the
annual percentage rate set forth in the loan agreement after
the date of maturity of the loan;

(b) Performs a credit check of the customer with a major consumer
reporting agency before making the loan;

- (c) Reports information relating to the loan experience of the customer to a major consumer reporting agency;
- (d) Gives the customer the right to rescind the new deferred deposit loan or high-interest loan within 5 days after the loan is made without charging the customer any fee for rescinding the loan;
- (e) Participates in good faith with a counseling agency that is:
 - (1) Accredited by the Council on Accreditation of Services for Families and Children, Inc., or its successor organization; and
 - (2) A member of the National Foundation for Credit Counseling, or its successor organization; and
- (f) Does not commence any civil action or process of alternative dispute resolution on a defaulted loan or any extension or repayment plan thereof.

This Court must give a clear and unambiguous statute its plain meaning. D.R. Horton, Inc. v. District Ct. ex rel. County of Clark, 123 Nev. 468, 476, 168 P.3d. 731, 737 (2007); State Dep't of Ins. v. Humana Health, Ins., 112 Nev. 356, 360 (1999) (quoting McKay v. Bd. of Supervisors, 102 Nev. 644, 648 (1986)). In doing so, the Court must consider a statute's provisions as a whole, reading them "in a way that would not render words or phrases superfluous or make provisions nugatory." Southern Nev. Homebuilders Ass'n v. Clark County, 121 Nev. 446, 449, 117 P.3d 171, 173 (2005). Meaningless or unreasonable results should be avoided by courts when interpreting statutes. Matter of Petition of Phillip A.C., 122 Nev. 1284, 1293 (2006).

NRS 604A.480 is unambiguous. Subsection 1 of the statute sets forth the general limitations that apply to a licensee when a "customer agrees in writing to establish or extend the period for the repayment, renewal, refinancing or consolidation of an outstanding loan by using the proceeds of a new deferred deposit loan or high-interest loan to pay the balance of the outstanding loan..." If the customer agrees to such an action on an outstanding loan, then the licensee "shall not": (i) "establish or extend the period beyond 60 days after the expiration of the initial loan period" or; (ii) "add any unpaid interest or other charges accrued during the original term of the outstanding loan or any extension of the outstanding loan to the principal amount of

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6 satisfied for a licensee to be exempt from the Subsection 1 Prohibitions. NRS 604A.480
7 therefore contains no prohibition against a licensee from initiating civil suits or alternate dispute
8 resolution proceedings against a debtor that is in default. Rather, NRS 604A.480 only provides
9 that a licensee cannot be exempt from the requirements set forth in NRS 604A.480(1) “if” the
10 licensee has already commenced any civil action or process of alternative dispute resolution
11 against a debtor.

12 **III. DECISION, ORDER, AND JUDGMENT**

13 Based on the foregoing Findings of Fact and Conclusions of Law:

14 **IT IS HEREBY ORDERED** that the Court, having been persuaded by DLC’s
15 arguments, finds that NRS 604A.480 does not prohibit licensees from initiating civil suits or
16 alternate dispute resolution proceedings against a debtor that is in default.

17 **IT IS FURTHER HEREBY ORDERED** that no party shall be entitled to attorney’s
18 fees or costs of suit.

19 **JUDGMENT IS THEREFORE ENTERED** as to the foregoing question of law, as set
20 forth herein.

21 DATED this 23rd day of February, 2016.

22
23 
24 DISTRICT COURT JUDGE *jet*

Holland & Hart LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Submitted by:

Patrick J. Reilly, Esq.
HOLLAND & HART/LLP
9555 Hillwood Drive, Second Floor
Las Vegas, Nevada 89134

Attorneys for Dollar Loan Center, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

January 25, 2016

A-15-720959-C Dollar Loan Center LLC, Plaintiff(s)
vs.
Nevada Dept of Business and Industry Financial Institutions, Defendant(s)

January 25, 2016 9:00 AM Hearing

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 12A

COURT CLERK: Marwanda Knight

RECORDER: Debbie Winn

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Patrick Reilly, Esq., appearing on behalf of Plaintiff
David Pope, Esq., and Vivienne Rakowsky, Esq., appearing on behalf of Defendant

At Stipulation and Order to: (i) Convert the Civil Action to a Proceeding as Set Forth in NRS 29.010; and (ii) to Set Briefing Schedule, the Court and Mr. Reilly discussed the matter before the Court today. Additional colloquy held as to whether the Court would hear argument today; if the matter would be continued; and the briefs received by the Court.

After hearing for the attorneys, COURT ORDERED, matter CONTINUED to Thursday, January 28, 2016. The matter will be placed on the 9:00am calendar, but will not be called before 9:30am.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

January 28, 2016

A-15-720959-C Dollar Loan Center LLC, Plaintiff(s)
vs.
Nevada Dept of Business and Industry Financial Institutions, Defendant(s)

January 28, 2016 9:00 AM Hearing

HEARD BY: Denton, Mark R. **COURTROOM:** RJC Courtroom 12A

COURT CLERK: Marwanda Knight

RECORDER: Angie Calvillo

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Patrick J. Reilly, Esq., appearing on behalf of Plaintiff
David Pope, Esq., appearing on behalf of Defendant

Court noted the calendar shows the Stipulation and Order to: (i) Convert the Civil Action to a Proceeding as Set Forth in NRS 29.010; and (ii) To Set Briefing Schedule; however, the briefing is completed and the matter is now ready for argument.

After hearing argument as to the Court's interpretation of the statute, NRS 604A.480, the Court stated it was persuaded by the Plaintiff's position, and will enter an order accordingly.

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; CERTIFICATE THAT
NO TRANSCRIPT IS BEING REQUESTED; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER
SHEET; ORDER AND JUDGMENT; NOTICE OF ENTRY OF ORDER AND JUDGMENT;
DISTRICT COURT MINUTES

DOLLOR LOAN CENTER, LLC,

Plaintiff(s),

vs.

STATE OF NEVADA, DEPARTMENT OF
BUSINESS AND INDUSTRY, FINANCIAL
INSTITUTIONS DIVISION,

Defendant(s),

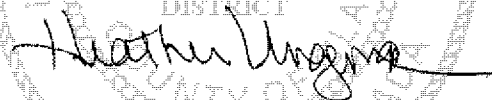
Case No: A720959

Dept No: XIII

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 17 day of March 2016.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk