IN THE SUPREME COURT OF THE STATE OF NEVADA

TRUDI LEE LYTLE; AND JOHN ALLEN LYTLE, AS TRUSTEES OF THE LYTLE TRUST,

Appellant ,

v.

MARJORIE B. BOULDEN, TRUSTEE OF THE MARJORIE B. BOULDEN TRUST; LINDA LAMOTHE; AND JACQUES LAMOTHE, TRUSTEES OF THE JACQUES & LINDA LAMOTHE LIVING TRUST,

Respondents .

Supreme Court No.: 73039
District Court Case No.: A-16-747800-C

APPELLANTS' REPLY BRIEF

Appeal

From the Eighth Judicial District Court, Clark County
Honorable Timothy Williams, Judge

Appellants' Reply Brief

(Docket 73039)

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TABLE OF CONTENTS

TABLE OF AUTHORITIES

Page(s)

Cases

///

TABLE OF AUTHORITIES

Page(s)

Nevada Revised Statutes

TABLE OF AUTHORITIES

Page(s)

I. INTRODUCTION

Respondents MARJORIE B. BOULDEN, TRUSTEE OF THE MARJORIE B. BOULDEN TRUST; LINDA LAMOTHE; AND JACQUES LAMOTHE, TRUSTEES OF THE JACQUES & LINDA LAMOTHE LIVING TRUST and ROBERT Z. DISMAN and YVONNE A. DISMAN (the "Dismans") (collectively "Respondents") make every attempt to appeal to a simplistic and superficial fairness argument while ignoring the realities of common interest community law and the obligations that coincide with ownership in a common interest development. Respondents' foundational pitch is simple – we were not parties to the litigation between Appellants TRUDI LEE LYTLE AND JOHN ALLEN LYTLE, AS TRUSTEES OF THE LYTLE TRUST ("Appellants") and Rosemere Estates Property Owners' Association (the "Association"); therefore, we cannot be held responsible for the judgments obtained therein. While the theme is palatable to a simple sense of equity, it ignores a more complex parity that exists. By virtue of ownership within the Association and necessary membership therein, Respondents are vested with certain rights and assume obligations that the law imposes. One such imposition is that an owner's unit is essentially an asset of the Association and is subject to a judgment creditor's lien. *See* NRS 116.3117. An owner's unit also is subject to assessment by the Association to satisfy a debt, such as a judgment. *See* NRS 116.3115. If the owner refuses to pay the assessment, the Association can place a lien against the property and foreclose.

The Nevada Common Interest Ownership Act (the "Act") provides mechanisms by which a creditor can lien a unit within a common interest community, whether that be through an interpretation of the Act's definitions or direct reference to NRS 116.3117. The lien is not tantamount to a judgment against the individual nor does such right impart any personal liability. Rather, the lien right recognizes that each unit within an association, owned or unowned, is part of the association.

The only matter that complicates this case is that the Association was declared a *limited purpose association* after Appellants prevailed in a lengthy lawsuit seeking such declaration (the "NRED Litigation"). Admittedly, the full breadth of Chapter 116 does not touch limited purposes associations. However, the Act, by virtue of its definitions, permits a judgment creditor to lien each unit within the Association because each unit is a part of the Association.

Further, the Association existed as a full-blown unit owners' association subject to the entirety of Chapter 116 and the Amended CC&Rs at all stages of the litigation against Appellants, and equity provides that Appellants can exercise those rights afforded them by Chapter 116 and the Amended CC&Rs. The fact that they prevailed should not now forbid them from enjoying a privilege of the law that the Association would have benefited from had it prevailed. Such a result produces an absurd inequity.

II. ARGUMENT

A. A Plain Reading Of NRS 116 Permits Appellants To Lien Respondents' Property, Even As A Limited Purpose Association

Appellants may record the Abstracts of Judgment against Respondents' properties within the Association pursuant to provisions of NRS 116, even though the Association is now declared a limited purpose association.

The foregoing right is prescribed by provisions of Chapter 116 applicable to limited purpose associations.

NRS 17.150(2) provides, in pertinent part:

> A transcript of the original docket or an abstract or copy of any judgment or decree of a district court of the State of Nevada or the District Court or other court of the United States in and for the District of Nevada, the enforcement of which has not been stayed on appeal, certified by the clerk of the court where the judgment or decree was rendered, may be recorded in the office of the county recorder in any county, and when so recorded it becomes a lien upon all the real property **of the judgment debtor** not exempt from execution in that county, owned by the judgment debtor at the time, or which the judgment debtor may afterward acquire, until the lien expires.

[Emphasis added.]

Each unit, owned or unowned, within the Association is property **of the Association**, as set forth in Chapter 116. Under the *definitions* section of Chapter 116, NRS 116.021 defines a "common interest community"[1] as all "real estate described in a declaration with respect to which a person, by virtue of the person's ownership of a unit, is obligated to pay for a share of real estate taxes, insurance premiums, maintenance or improvement of, or services or other expenses related to, common elements, other units or other real estate described in that declaration."

The Original CC&Rs describe each of the nine (9) units within the Association. Original CC&Rs, ¶2, AA000159 (referring to the "Lots 1 through 9 of Rosemere Court" in the definition above, thereby including Respondents lots, which Respondents do not dispute).[2]

NRS 116.093 defines a "unit" as the "physical portion of the common-interest community designated for separate ownership or occupancy…" Therefore, the common interest community includes each and every unit therein, whether owned or unowned. In the present case, the Association includes each unit therein, including Respondents' units.

[1] It is uncontested that the Association is a "common interest community."

[2] The Original CC&Rs were recorded against each of the nine (9) lots within the Association, and each owner, or prospective owner, including Respondents.

Appellants, as judgment creditors against the Association, can place a lien against all property of the Association, which pursuant to the statutes cited herein, necessarily includes Respondents' properties. *See* NRS 17.150(2); *see also* NRS 116.021, 116.093.

The Dismans contend the term "Association" only applies to NRS 116.3101 associations. However, the term "association" is used universally to apply to all types of associations within Chapter 116. For example, NRS 116.1201 provides that NRS 116.31083 applies equally to limited purpose associations. The term "association" is used 13 times in NRS 116.31083. It is used another three (3) times in NRS 116.31085 and eight (8) times in NRS 116.31086, all of which apply to limited purpose associations. The term *association* does not exclude *limited purpose associations*.

B. Respondents Are Not Required To Be Parties In The NRED Litigation For A Judgment Against The Association To Attach To Their Property

Respondents argue that because they were not parties to the NRED Litigation, they cannot be bound by a judgment against the Association. The argument is just plain wrong.

NRS 116.3117 provides:

1. In a condominium or planned community:

(a) Except as otherwise provided in paragraph (b), **a judgment for money against the association**, if a copy of the docket or an abstract or copy of the judgment is recorded, is not a lien on the common elements, but **is a lien in favor of the judgment lienholder against all of the other real property of the association and all of the units in the common-interest community at the time the judgment was entered**. No other property of a unit's owner is subject to the claims of creditors of the association.

[Emphasis added.] Quite succinctly, Nevada's Common-Interest Ownership Act, set forth in Chapter 116, provides a judgment creditor has a lien "against all of the units in the common-interest community at the time the judgment was entered." NRS 116.3117(1)(a).[3] Respondents own units within the Association. Therefore, a "judgment for money against the association…is a lien…against…all of the units" in Rosemere Estates, including Respondents' units. This rule relates in no way to whether Respondents were parties to any lawsuit.

Nevada is not alone in providing such a statutory remedy to creditors. The District of Columbia provides that "[a] judgment for money against the unit owners' association shall be a lien against any property owned by the unit owners'

[3] Nevada's Common-Interest Ownership Act is modelled after the Uniform Common Interest Ownership Act, which is adopted, in one form or another, by most states.

association, and against each of the condominium units in proportion to the liability of each unit owner for common expenses as established." Dst. Columbia Code § 42-1903.09(d).

In *D.R. Horton, Inc. v. Eighth Judicial Dist. Court,* 125 Nev. 449, 215 P.3d 697 (2009), the Supreme Court held that "provisions of NRS Chapter 116, among other sources, demonstrate that a common-interest community includes individual units..." *Id.*, 125 Nev. at 451, 215 P.3d at 699. Thus, this Court concluded that a homeowners' association has standing to file representative actions on behalf of its members for construction defects of units.

Respondents blanket argument that by being third parties to a lawsuit against the Association they cannot be held responsible, counters other areas of common-interest community law. For example, the Association could impose a special assessment against each unit owner to pay a judgment against it because Respondents' units are assets of the Association. In *James F. O'Toole Co., Inc. v. Los Angeles Kingsbury Court Owners' Ass'n*, 126 Cal.App.4th 459 (2005), the California appeals court dealt with the breadth of the Association's power, indeed duty, to impose a special assessment on unit owners to pay a judgment against the association. Therein, a general contractor obtained a sizeable judgment against the association after it failed to pay the contractor for earthquake remediation work. *Id.* The contractor filed a motion to impose a special emergency assessment

against each of the unit owners within the association.[4] *Id.* at 560. The California Court of Appeals imposed the assessment (against the Association's will), stating that the imposition of a special assessment does not "transform the homeowners into judgment debtors or otherwise make them personally liable for the debts of the Association." *Id.* Thus, the court concluded, the contractor did not have its contractual remedies against the homeowners. *Id.* The court further reasoned that when the contractor obtained a judgment against the association, the association was compelled to look to its members to satisfy that judgment. *Id.*

In addition to special assessments, the Nevada legislature provides a judgment creditor with a remedy to lien each and every unit within the Association. *See* NRS 116.3117. This statute recognizes the dilemma spotlighted by the *O'Toole* case – associations are often unwilling to levy special assessments against homeowners, compelling creditors to burden the courts with additional litigation.

Indeed, the drafters of the Uniform Common Interest Ownership Act, which was adopted by the Nevada legislature and codified in Chapter 116, provided explicit responsibility for residents to pay the judgments against an association. *See* UCIOA § 3-117, 7 ULA 605 (1994). The drafters reasoned that pressuring residents through a direct statute is a more effective collection proceeding for creditors than relying on the association as the intermediary to levy assessments

[4] California does not provide a statutory remedy for judgment creditors akin to NRS 116.3117.

and then lien its own residents. UCIOA § 3-117, cmt. 3 at 607. The association, with few assets to satisfy a judgment against itself, will make an additional assessment against the unit owners to cover the judgment; and, even if it refuses, a court can order a garnishment on the association's accounts, and the association would need to levy special, but necessary, assessments against its residents to continue its normal operation. *Id.* at 608-09.

Unlike shareholders in typical corporations, individual homeowners within a homeowners' association can be held liable, directly or indirectly, for the liabilities of the association. *See, e.g.* NRS 116.3117, *see also* Cal. Civ. Code Ann. § 1365.9 (West 2004); Colo. Rev. Stat. § 38-33.3-311 (2003); Fla. Stat. Ann. § 718.119 (West 2004), *Davert v. Larson*, 163 Cal.App.3d 407 (1985) (holding that tenants in common who delegate control and management to the association remain joint and severally liable for tortious acts or omissions by the association against third parties),; *Dutcher v. Owens*, 647 S.W.2d 948 (Tex. 1983) (holding that owners were vicariously liable for the homeowners' association, but only to the extent of the owners' proportionate ownership in the common area. The logic behind this is that residents delegate control and management to the association, as well as providing full financial support to the association and thus, should be fully responsible for the association's liability. In other words, an association's excessive liability is equated into a special assessment levied upon residents according to their pro rata share in the community. In Nevada, like most other

states, residents are obligated to pay special assessments. NRS 116.3115.

The drafters of the UCIOA recognized the difference between associations and corporations. Although the drafters purport that the UCIOA creates "almost identical" obligations for community associations compared to corporations, the drafters acknowledge that an association should not provide immunity to members. UCIOA § 3-117(a) cmt. 4-5, 608. Community associations do not serve the same *entrepreneurial function* as a corporation; thus, it is reasonable that homeowners carry full liability for the association, even when the homeowner has little control over the day-to-day business conducted by the Board. *Id.* at cmt. 5, 609. The drafters of the UCIOA found personal liability of homeowners preferable to the sale of common elements such as golf courses or swimming pools, highlighting the preference in favor of the continuation, rather than dissolution, of the community association. Consequently, the units in the community "itself should be viewed as equity property of the association capable of being reached by judgment creditors in satisfaction of the judgment." *Id.*[5]

Simply stated, Respondents argument that they cannot be held responsible for a judgment against the Association is a fallacy contradicted by the wealth of

[5] Corporation statutes provide shareholders immunity from liability for debts of the corporation to encourage investment in corporations whose entrepreneurial activities in the marketplace contribute to the general wealth and well-being of society. The common interest community association does not serve the same entrepreneurial function. It seems equitable and reasonable as a matter of social policy, that an individual homeowner who would be fully liable for debts incurred in the renovation and maintenance of his home or for torts caused by his failure to adequately maintain the premises should not be able to entirely avoid that liability through the device of organizing with other homeowners into a condominium or planned community association.

common interest community law. Nevada unequivocally provides two distinct mechanisms to compel homeowners to pay judgments against the Association. First, the Association can specially assess each owner for a proportional share of the judgment to the extent the Association's budget cannot satisfy the same (NRS 116.3115), and second, a judgment creditor can place a lien on each unit to satisfy the debt. NRS 116.3117. The creditor can elect each remedy afforded to it.

C. The District Court In The NRED Litigation Did Not Hold That No *Association* Was Formed Within The Meaning Of NRS 116.3101

The Dismans argue that Judge Leavitt, in the NRED Litigation, found that "no 'association' within the meaning of Chapter 116 was ever formed…" In fact, Judge Leavitt found that the Association was a *limited purpose association*; however, the Association adopted the Amended CC&Rs in July 2007, and those Amended CC&Rs were enforced until Judge Leavitt ordered them revoked in July 2013. Findings of Fact and Conclusions of Law, FOF Nos. 23 -35, AA000345-46. As set forth in Subsection (D), below, Appellants contend that the existence of the Association as an "association within the meaning of Chapter 116" for six (6) years affords Appellants the remedies to collect on the judgment it obtained while the Association was in this state.

The Dismans then argue that Appellants are somehow victimizing the other

homeowners within the community by attempting to enforce the Amended CC&Rs and Chapter 116. This ignores the fact that the Amended CC&Rs and Chapter 116 were punitively enforced against Appellants for over six (6) years. This Court should not ignore that Appellants were the only party to contest the adoption and recordation of the Amended CC&Rs, and such protest led to the Association initiating foreclosure proceedings against Appellants under the powers vested via the Amended CC&Rs and those provisions of Chapter 116 unavailable to *limited purpose associations*. *See* Amended CC&Rs, § 10.3, AA000243-244; *see also* NRS 116.3116 - 3117. This Court is no stranger to the Association's litigation against Appellants, having previously heard and determined three Supreme Court appeals. The only "victims" in this case are Appellants who fought for years to abolish the Amended CC&Rs as they were being enforced, and at tremendous expense. Respondents now collectively argue Appellants cannot utilize the remedies that were available to the Association to penalize Appellants because Appellants prevailed. This is the type of absurd result equity avoids.

D. Appellants Should Be Permitted To Enforce The Amended CC&Rs And The Entirety Of NRS 116 Because The Association Enforced The Same During The Entire Pendency Of The NRED Litigation

The effect of rescission is to void a contract *ab initio*. *Long v. Newlin*, 144 Cal.App.2d 509, 512 (1956), *see also DuBeck v. California Physicians' Service*,

234 Cal.App.4th 1254 (2015), *Little v. Pullman*, 219 Cal.App.4th 558, 568 (2013) (holding that once a contract has been rescinded it is void ab initio, as if it never existed). Thus, the effect is exactly the same. *Id.*

Appellants can enforce a contract, or in this case CC&Rs, declared void *ab initio*. This matter was dealt with in two Nevada Supreme Court cases.[6] In *Bergstrom v. Estate of DeVoe*, 109 Nev. 575, 854 P.2d 860 (1993), a plaintiff filed suit for rescission or, in the alternative, for damages from breach of contract. *Id.* at 578, 854 P.2d at 862. The district court found in favor of the plaintiff and rescinded the contract, declaring it void *ab initio*. *Id.* The district court also awarded the plaintiff breach of contract damages. *Id.* The Nevada Supreme Court disagreed and ultimately precluded the plaintiff from recovering damages for breach of contract together with rescission. *Id.* The Supreme Court stated that under general common law legal principles, it could not award both rescission and breach of contract damages because doing so would be double recovery. *Id.*

In *Mackintosh v. Cal. Fed. Sav. & Loan Ass'n.*, 113 Nev. 393, 935 P.2d 1154 (1997), however, the Supreme Court overturned a district court's refusal to award attorneys' fees on a rescinded contract declared void *ab initio*. *Id.* at 405, 406, 935 P.2d at 1162. The *Mackintosh* court found that an award of attorneys' fees to a grieving party following rescission was not akin to double recovery, as opposed to an award of breach of contract damages. *Id.* The key principal at issue

[6] Respondents cite Ninth Circuit that is countered by the decisions of this Supreme Court, which cases are cited herein.

is that a court should not treat a void contract as if it never existed. *Id.*

Two Washington state cases provide further clarity to this issue. In *Herzog Aluminum Inc. v. General American Window Corp.*, 39 Wn.App. 188, 692 P.2d 867 (1984), the court found that where two parties never came to a true meeting of the minds on the method of payment, thus no contract was formed, "a defendant who successfully defends a breach of contract lawsuit by proving the absence of an enforceable contract" was entitled to attorneys' fees where the purported contract contained an attorney fee provision. *Id.* at 188-190. This reasoning was carried through and applied to similar situations where a party sought to prove the nonexistence of a contract, yet was awarded attorneys' fees pursuant to those contracts. *Munro v. Swanson*, 137 Wash.App. 1015 (2007), *Park v. Ross Edwards, Inc.*, 41 Wn.App. 833, 838–39, 706 P.2d 1097 (1985).

Respondents attempt to draw a distinction between *Mackintosh* and the present case because the *Mackintosh* parties entered into an agreement "voluntarily." This is truly the proverbial distinction without a difference. CC&Rs are a covenant that run with the land to which owners voluntarily enter. *See, e.g.*, NAC 319.968; *see also In re Foster*, 435 B.R. 650, 660 (B.A.P. 9th Cir. 2010). Respondents ultimately consented to the adoption of the Amended CC&Rs, which contained a provision permitting a judgment creditor to hold Respondents' property jointly and severally liable for a judgment against the Association. Amended CC&Rs, § 10.2(c), AA000242.

Once more, the District Court did find that the Association was a unit owners' association. Specifically, the District Court found that on July 2, 2007, the Association, through its Board adopted the Amended CC&Rs. *See* Findings of Fact and Conclusions of Law, FOF Nos. 23 -35, AA000345-46. The District Court then declared the Association as a *limited purpose association* rather than the unit owners' association that had been created by the Amended CC&Rs. *Id.* at AA000349. Finally, the District Court entered judgment in favor of Appellants and ordered that the Amended CC&Rs are invalid and had to be released from Appellant's property. *Id.* at AA000351. The date of that order is July 29, 2013. *Id.* at AA000352. Summarily, there is no doubt the Amended CC&Rs were enforced by the Association and recorded against Appellants property until they were released, after July 29, 2013. To argue otherwise is misleading semantics.

Finally, the District Court awarded Appellants' their attorneys' fees pursuant to the Amended CC&Rs and NRS 116.4117 under the reasoning in *Mackintosh*. Order Granting Attorneys' Fees, AA000187, 000188.

The issue before this Court is not a matter of double recovery that would implicate *Bergstrom*. Rather, the equitable principal in play is the same as *Mackintosh* – the Court should not disregard the fact that the Amended CC&Rs were in full force and effect from 2007 through July 29, 2013.

The Court should recognize the reality between Appellants and the

Association from July 3, 2007 through July 29, 2013. During this time, the Association fully enforced the Amended CC&Rs and the entirety of NRS 116. Appellants' initiation of the litigation against the Association was pursuant to the Amended CC&Rs and governed by that governing document as well as the entirety of Chapter 116. The Association was not a limited purpose association during this time. Appellants obtained judgments against the Association due to the Association's actions taken to both defend and impose its position as a full-blown unit owners' association. Had the Association, and not Appellants, prevailed in the NRED Litigation, the Association would enjoy all of the benefits as a judgment creditor against Appellants, including the right to lien the Appellants' property and foreclose thereon.

Further, the Association appealed the District Court's orders to this Supreme Court, proving that it would fight to the end to defend that Association and the Amended CC&Rs.

The legal fiction, during this same time, is that the Association was a limited purpose association. While that is now true due to Appellants' sole efforts, that truth was not reality during the NRED Litigation.[7] Appellants should be afforded the same rights the Association would have enjoyed had it prevailed. A finding to the contrary produces an absurd result that only one party can benefit as a

[7] The entire basis for the NRED Litigation was to void the Amended CC&Rs which were being enforced and reposition the Association as a limited purpose association.

prevailing party.

E. NRS 116.4117 And NRS 116.3111 Provide A Remedy To Appellants

In addition to a direct reading of the language of NRS 116 and application of NRS 116.021 and 116.093, as set forth above, Appellants provided the Court with an alternative route to applying NRS 116.3117 in this case. Specifically, NRS 116.4117(2), which unquestionably applies to limited purpose associations, provides that an owner (within even a limited purpose association) may pursue a civil action against the association, similar to what Appellants did in the NRED Litigation.[8] NRS 116.3111, which is specifically referenced in 116.4117, provides that "[l]iens resulting from judgments against the association are governed by NRS 116.3117." In the present case, the language of NRS 116.3111 is quite clear - if a judgment is obtained against the association, liens resulting therefrom are governed by NRS 116.3117.[9]

F. There Is An Association

Respondents insist "there is no 'association…'" The District Court, in its Findings of Fact, Conclusions of Law, and Judgment pertaining to the NRED Litigation, stated time and time again that the Association is "a limited purpose

[8] NRS 116.4117(7) provides that an owner's right to sue the association is available to the owner in addition to any other remedy or penalty.

[9] Respondents concede that NRS 116.3117 provides a mechanism for a judgment creditor to collect a judgment against homeowners within a unit owners' association. *See* Boulden and Lamothe Response Brief, Pg. 18.

association under NRS 116.1201." *See, e.g.*, AA000350. In fact, Respondents Lamothe and Boulden filed the Articles of Incorporation for the specific purpose of creating the Association and became two of the first officers of the Association. *See* Findings of Fact, Conclusions of Law, and Order Granting Summary Judgment in NRED Litigation, ¶¶ 14, 15, AA00062; *see also* Articles of Incorporation, AA000164.

The term "homeowners' association" is often misused and, indeed, in the State of Nevada has no true statutory definition. Rather, a "homeowners' association" is more of an informal, catch-all term for all types of common interest communities.

Chapter 116 applies to all types of governing bodies of residential common interest communities created in Nevada. NRS 116.1201. A "common-interest community" is defined as "real estate described in a declaration with respect to which a person, by virtue of the person's ownership of a unit, is obligated to pay for a share of real estate taxes, insurance premiums, maintenance or improvement of, or services or other expenses related to, common elements, other units or other real estate described in that declaration." NRS 116.021. The types of common interest communities include: (1) unit owners' association, (2) limited purpose associations (NRS 116.1201(2)(a)), (3) small planned communities (NRS 116.1203), (4) nonresidential planned communities (NRS 116.1201(2)(b)), (5) time shares (NRS 116.1201(2)(e)), and condominiums (NRS 116.027).

Chapter 116 applies to "all common interest communities" created within Nevada, with defined limitations for limited purpose associations, small planned communities, and nonresidential planned communities. NRS 116.1201.

III. CONCLUSION

For the reasons set forth herein and in Appellants' Opening Brief, Appellants respectfully contend that the District Court's granting of an injunction in this matter was erroneous and should be set aside.

DATED this 27th day of April, 2018.

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Certificate of Compliance

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because:

[**X**] This brief has been prepared in a proportionally spaced typeface using **Microsoft Word 2010 Times New Roman 14—point font**.

2. I further certify that this Brief complies with the page or type—volume limitations of NRAP 32(a)(7). Excluding the parts of the brief exempted by NRAP 32(a)(7)(C), it is:

[ ] Does not exceed 30 pages; or

[**X**] Proportionately spaced, has a typeface of 14 points or more and contains **4,547** words.

3. I hereby certify that I have read this appellate brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

DATED this 27th day of April 2018.

Richard E. Haskin
Counsel for Appellants

Certificate of Service

1. Electronic Service:

I hereby certify that on this date, the 27th day of April 2018, I submitted the foregoing **Appellant's Reply Brief (Docket 73039)** for filing and service through the Court's eFlex electronic filing service. According to the system, electronic notification will automatically be sent to the following:

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