

IN THE SUPREME COURT OF THE STATE OF NEVADA

VEGAS UNITED INVESTMENT SERIES)
105, INC., A NEVADA DOMESTIC)
CORPORATION,)
Appellant,)
vs.)
CELTIC BANK CORPORATION,)
SUCCESSOR-IN-INTEREST TO SILVER)
STATE BANK BY ACQUISITION OF)
ASSETS FROM THE FDIC AS RECEIVER)
FOR SILVER STATE BANK, A UTAH)
BANKING CORPORATION ORGANIZED)
AND IN GOOD STANDING WITH THE)
LAWS OF THE STATE OF UTAH,)
Respondents.)
_____)

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APPEAL

From the Eighth Judicial District Court,

The Honorable Susan H. Johnson, District Judge

District Court Case No. A-15-728233-C

JOINT APPENDIX VOLUME II

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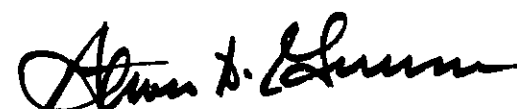
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CLERK OF THE COURT

1 **ANS**
2 **ROGER P. CROTEAU, ESQ.**
3 **Nevada Bar No. 4958**
4 **TIMOTHY E. RHODA, ESQ.**
5 **Nevada Bar No. 7878**
6 **ROGER P. CROTEAU & ASSOCIATES, LTD.**
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10 **(702) 228-7719 (facsimile)**
11 **croteaulaw@croteaulaw.com**
12 ***Attorney for Defendant***
13 **VEGAS UNITED INVESTMENT**
14 **SERIES 105, INC.**

DISTRICT COURT
CLARK COUNTY, NEVADA

12 CELTIC BANK CORPORATION, successor-)
13 in-interest to SILVER STATE BANK by)
14 acquisition of assets from the FDIC as Receiver)
15 for Silver State Bank, a Utah banking)
16 corporation organized and in good standing)
17 with the laws of the State of Utah,)

Plaintiff,)

vs.)

18 VEGAS UNITED INVESTMENT SERIES)
19 105, INC., a Nevada domestic corporation;)
20 GIBSON ROAD, LLC, a Nevada limited)
21 liability company; GIBSON BUSINESS)
22 CENTER PROPERTY OWNER)
23 ASSOCIATION, a Nevada non-profit)
24 corporation; REPUBLIC SILVER STATE)
25 DISPOSAL, INC. dba REPUBLIC SERVICES)
26 OF SOUTHERN NEVADA, a foreign)
27 corporation; DOE Individuals I through X; and)
28 ROE Corporations and Organizations I through)
V; DOE Individuals I through X; and ROE)
Corporations and Organizations I through V,)

Defendants.)

//

//

Case No. A-15-728233-C
Dept. No. XXXII

ANSWER AND COUNTERCLAIM

1 VEGAS UNITED INVESTMENT SERIES)
2 105, INC., a Nevada corporation,)
3 Counterclaimant,)
4 vs.)
5 CELTIC BANK CORPORATION, successor-)
6 in-interest to SILVER STATE BANK by)
7 acquisition of assets from the FDIC as Receiver)
8 for Silver State Bank, a Utah banking)
9 corporation; GIBSON ROAD, LLC, a Nevada)
10 limited liability company; DOE individuals I)
11 through XX; and ROE CORPORATIONS I)
12 through XX,,)
13 Counter-Defendants.)

11 **ANSWER AND COUNTERCLAIM**

12 COMES NOW, Defendant, VEGAS UNITED INVESTMENT SERIES 105, INC., by
13 and through its attorneys, ROGER P. CROTEAU & ASSOCIATES, LTD., and hereby answers
14 Plaintiff's Complaint as follows:

15 **JURISDICTIONAL ALLEGATIONS**

- 16 1. Answering Paragraph 1 of Plaintiff's Complaint, Defendant is without sufficient
17 information to either admit or deny the allegations therein. On this basis, Defendant
18 denies said allegations in their entirety.
- 19 2. Answering Paragraph 2 of Plaintiff's Complaint, Defendant admits the allegations
20 therein.
- 21 3. Answering Paragraph 3 of Plaintiff's Complaint, Defendant denies that Borrower is the
22 owner of the Property. Defendant avers that Defendant is the owner of the Property by
23 virtue of its purchase of the Property for good and valuable consideration at an
24 association foreclosure sale dated March 21, 2014. Defendant is without sufficient
25 information to either admit or deny the remaining allegations therein. On this basis,
26 Defendant denies said allegations in their entirety.
- 27 4. Answering Paragraph 4 of Plaintiff's Complaint, Defendant denies the allegations therein.
28 Defendant avers that the lien claimed by the Association was fully satisfied at the time of

1 the association foreclosure sale dated March 21, 2014, and that the Association thus
2 maintains no claim against the Property at this time.

3 5. Answering Paragraph 5 of Plaintiff's Complaint, Defendant is without sufficient
4 information to either admit or deny the allegations therein. On this basis, Defendant
5 denies said allegations in their entirety.

6 6. Answering Paragraph 6 of Plaintiff's Complaint, Defendant neither admits nor denies the
7 allegations therein as said allegations are not directed towards this answering Defendant.
8 To the extent that a response may be required, Defendant denies the allegations therein.

9 **FACTUAL BACKGROUND**

10 7. Answering Paragraph 7 of Plaintiff's Complaint, Defendant is without sufficient
11 information to either admit or deny the allegations therein. On this basis, Defendant
12 denies said allegations in their entirety.

13 8. Answering Paragraph 8 of Plaintiff's Complaint, Defendant is without sufficient
14 information to either admit or deny the allegations therein. On this basis, Defendant
15 denies said allegations in their entirety.

16 9. Answering Paragraph 9 of Plaintiff's Complaint, Defendant is without sufficient
17 information to either admit or deny the allegations therein. On this basis, Defendant
18 denies said allegations in their entirety.

19 10. Answering Paragraph 10 of Plaintiff's Complaint, Defendant is without sufficient
20 information to either admit or deny the allegations therein. On this basis, Defendant
21 denies said allegations in their entirety.

22 11. Answering Paragraph 11 of Plaintiff's Complaint, Defendant is without sufficient
23 information to either admit or deny the allegations therein. On this basis, Defendant
24 denies said allegations in their entirety.

25 12. Answering Paragraph 12 of Plaintiff's Complaint, Defendant is without sufficient
26 information to either admit or deny the allegations therein. On this basis, Defendant
27 denies said allegations in their entirety.

28 13. Answering Paragraph 13 of Plaintiff's Complaint, Defendant is without sufficient

1 information to either admit or deny the allegations therein. On this basis, Defendant
2 denies said allegations in their entirety.

3 14. Answering Paragraph 14 of Plaintiff's Complaint, Defendant denies the allegations
4 therein upon information and belief.

5 15. Answering Paragraph 15 of Plaintiff's Complaint, Defendant neither admits nor denies
6 the allegations therein as said allegations are not directed towards this answering
7 Defendant. To the extent that a response may be required, Defendant denies the
8 allegations therein.

9 16. Answering Paragraph 16 of Plaintiff's Complaint, Defendant admits the allegations
10 therein upon information and belief.

11 17. Answering Paragraph 17 of Plaintiff's Complaint, Defendant admits the allegations
12 therein upon information and belief.

13 18. Answering Paragraph 18 of Plaintiff's Complaint, Defendant admits the allegations
14 therein upon information and belief.

15 19. Answering Paragraph 19 of Plaintiff's Complaint, Defendant admits the allegations
16 therein upon information and belief.

17 20. Answering Paragraph 20 of Plaintiff's Complaint, Defendant admits the allegations
18 therein upon information and belief.

19 21. Answering Paragraph 21 of Plaintiff's Complaint, Defendant admits the allegations
20 therein upon information and belief.

21 22. Answering Paragraph 22 of Plaintiff's Complaint, Defendant admits the allegations
22 therein.

23 23. Answering Paragraph 23 of Plaintiff's Complaint, Defendant denies the allegations
24 therein.

25 **BORROWER'S DEFAULT UNDER THE LOAN DOCUMENTS**

26 24. Answering Paragraph 24 of Plaintiff's Complaint, Defendant is without sufficient
27 information to either admit or deny the allegations therein. On this basis, Defendant
28 denies said allegations in their entirety.

25. Answering Paragraph 25 of Plaintiff's Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

26. Answering Paragraph 26 of Plaintiff's Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

27. Answering Paragraph 27 of Plaintiff's Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

28. Answering Paragraph 28 of Plaintiff's Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

FIRST CAUSE OF ACTION

(Judicial Foreclosure of Deed of Trust)

29. Answering Paragraph 29 of Plaintiff's Complaint, Defendant repeats, realleges, and incorporates by reference herein, its Answers to Paragraphs 1 through 28 above, as though said paragraphs were fully set forth herein.

30. Answering Paragraph 30 of Plaintiff's Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

31. Answering Paragraph 31 of Plaintiff's Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

32. Answering Paragraph 31 of Plaintiff's Complaint, Defendant is without sufficient information to either admit or deny the allegations therein. On this basis, Defendant denies said allegations in their entirety.

33. Answering Paragraph 33 of Plaintiff's Complaint, Defendant denies the allegations therein.

1 34. Answering Paragraph 34 of Plaintiff's Complaint, Defendant denies the allegations
2 therein.

3 35. Answering Paragraph 35 of Plaintiff's Complaint, Defendant denies the allegations
4 therein.

5 36. Answering Paragraph 36 of Plaintiff's Complaint, Defendant denies the allegations
6 therein.

7 37. Answering Paragraph 37 of Plaintiff's Complaint, Defendant denies the allegations
8 therein.

9 38. Answering Paragraph 38 of Plaintiff's Complaint, Defendant denies the allegations
10 therein.

11 **AFFIRMATIVE DEFENSES**

12 **FIRST AFFIRMATIVE DEFENSE**

13 Defendant states that the allegations contained in the Complaint fail to state a cause of
14 action against this answering party upon which relief can be granted.

15 **SECOND AFFIRMATIVE DEFENSE**

16 Plaintiff has failed to mitigate its damages, if any, the existence of which is expressly
17 denied.

18 **THIRD AFFIRMATIVE DEFENSE**

19 The Plaintiff's claims for damages are barred as a result of the failure to satisfy conditions
20 precedent.

21 **FOURTH AFFIRMATIVE DEFENSE**

22 The Plaintiff's claims have been waived by the acts and conduct of the Plaintiff and,
23 therefore, Plaintiff is estopped from asserting its claims for damages against this answering party.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 The Plaintiff's claims are barred by the Doctrine of Laches.

26 **SIXTH AFFIRMATIVE DEFENSE**

27 The damages which are alleged to have been incurred by the Plaintiff, if any, are the
28 direct result, in whole or in part, of acts or omissions of the Plaintiff and/or its authorized agents

1 and representatives, and this answering party is not responsible for any such damages.

2 **SEVENTH AFFIRMATIVE DEFENSE**

3 The Plaintiff lacks standing to bring some or all of the claims asserted.

4 **EIGHTH AFFIRMATIVE DEFENSE**

5 The Plaintiff's claims are barred by the applicable statutes of limitations.

6 **NINTH AFFIRMATIVE DEFENSE**

7 Defendant is a bona fide purchaser for value.

8 **TENTH AFFIRMATIVE DEFENSE**

9 Any security interest that the Plaintiff once possessed was extinguished as a matter of law
10 at the time of the association foreclosure sale dated March 21, 2014.

11 **ELEVENTH AFFIRMATIVE DEFENSE**

12 To the extent that the Plaintiff has paid any sum of money to the Clark County Treasurer
13 or otherwise in relation to the Property, recovery of the same is barred by the Voluntary Payment
14 Doctrine.

15 **TWELFTH AFFIRMATIVE DEFENSE**

16 The First Deed of Trust upon which the Plaintiff seeks to foreclose is not recorded
17 against; is not secured by; and does not relate to the Property by its own terms.

18 **THIRTEENTH AFFIRMATIVE DEFENSE**

19 Defendant hereby incorporates by reference those affirmative defenses enumerated in
20 Rule 8 of the Nevada Rules of Civil Procedure as if fully set forth herein. In the event further
21 investigation or discovery reveals the applicability of any such defenses, Defendant reserves the
22 right to seek leave of Court to amend its Answer to specifically assert the same. Such defenses
23 are herein incorporated by reference for the specific purpose of not waiving the same.

24 **FOURTEENTH AFFIRMATIVE DEFENSE**

25 Pursuant to Nevada Rule of Civil Procedure 11, all possible affirmative defenses may not
26 have been raised herein as sufficient facts were not available after reasonable inquiry upon the
27 filing of this Answer, and therefore, this answering Defendant reserves the right to amend its
28 answer to allege additional affirmative defenses if subsequent investigation so warrants.

WHEREFORE, Defendant prays for judgment as follows:

- A. That Plaintiff take nothing by virtue of its Complaint;
- B. For reasonable attorneys' fees and costs;
- C. For such other and further relief as this Court may deem meet and proper.

DATED this 4th day of January, 2016.

ROGER P. CROTEAU & ASSOCIATES, LTD.

/s/ Timothy E. Rhoda
ROGER P. CROTEAU, ESQ.
Nevada Bar No. 4958
TIMOTHY E. RHODA, ESQ.
Nevada Bar No. 7878
9120 West Post Road, Suite 100
Las Vegas, Nevada 89148
(702) 254-7775
Attorney for Defendant
**VEGAS UNITED INVESTMENT
SERIES 105, INC.**

COUNTERCLAIM

COMES NOW, Defendant/Counterclaimant, VEGAS UNITED INVESTMENTS
SERIES 105, INC., by and through its attorneys, ROGER P. CROTEAU & ASSOCIATES,
LTD., and hereby complains and alleges as follows:

PARTIES

1. At all times relevant to this matter, Counterclaimant, VEGAS UNITED INVESTMENTS
SERIES 105, INC. ("*Vegas United*"), was and is a Nevada corporation, authorized to do
business and doing business in the County of Clark, State of Nevada.
2. Upon information and belief, at all times relevant to this matter, Counter-Defendant,
CELTIC BANK CORPORATION ("*Celtic Bank*"), was and is a Utah corporation,
authorized to do business and doing business in the County of Clark, State of Nevada.
3. Upon information and belief, at all times relevant to this matter, Counter-Defendant,
GIBSON ROAD, LLC, was and is a Nevada corporation, authorized to do business and
doing business in the County of Clark, State of Nevada.

1 4. Counterclaimant is unaware of the true names and capacities whether individuals,
2 corporations, associates, or otherwise of Defendants DOES I through X and ROE
3 Corporations I through X, inclusive, and therefore sues these Defendants by such
4 fictitious names. Counterclaimant is informed and believes and thereupon alleges that the
5 Defendants, and each of them, are in some manner responsible and liable for the acts and
6 damages alleged in this Complaint. Counterclaimant will seek leave of this Court to
7 amend this Complaint to allege the true names and capacities of the DOES and ROE
8 CORPORATIONS Defendants when the true names of the DOES and ROE
9 CORPORATIONS Defendants are ascertained.

10 **GENERAL ALLEGATIONS**

- 11 5. Counterclaimant repeats and realleges each and every allegation contained in paragraphs
12 1 through 4 hereof as if set forth fully herein.
- 13 6. On or about September 11, 1989, a Declaration was recorded as Instrument No. 890911-
14 00173 in the Official Records of the Clark County Recorder, thereby creating the Gibson
15 Business Center Property Owners Association (*the "Association"*) and perfecting a lien
16 in favor of the Association on all real property located within the premises it governed,
17 including but not limited to that real property commonly known as 181 Gibson Road,
18 Henderson, Nevada (*the "Property"*). The Declaration was re-recorded on March 18,
19 2014, as Instrument No. 20040318-03472.
- 20 7. The lien having been recorded prior to any other liens is first in right and first in time as
21 to all other interests recorded after the Declaration with the exception of liens for real
22 estate taxes and other governmental assessments.
- 23 8. N.R.S. Chapter 116 provides that the lien perfected by the Declaration is subordinate to a
24 "first security interest on the unit recorded before the date on which the assessment
25 sought to be enforced became delinquent."
- 26 9. While this statutory subordination applies to the majority of the lien perfected by the
27 Declaration, pursuant to N.R.S. 116.3116(2)(c), it does not subordinate the lien to two
28 specific charges incurred under it.

10. The charges which are specifically NOT subordinated to the first security interest include:
 - (1) any charges incurred by the association on a unit pursuant to N.R.S. 116.310312 and;
 - (2) that portion of the assessments for common expenses based on the periodic budget adopted by the association pursuant to N.R.S. 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien.
11. Counter-Defendant, GIBSON ROAD, LLC (*"Former Owner"*) formerly owned the Property.
12. Upon information and belief, Former Owner obtained one or more mortgage loans and/or lines of credit secured by the Property.
13. On or about December 30, 2005, Silver State Bank recorded a deed of trust against the Property in the Official Records of the Clark County Recorder as Instrument No. 200512300002937 (*"First Deed of Trust"*). The First Deed of Trust was subsequently re-recorded on January 23, 2006, as Instrument No. 200601230000482.
14. Upon information and belief, Celtic Bank subsequently became the holder and/or owner of the First Deed of Trust by way of an assignment recorded in the Official Records of the Clark County Recorder on or about November 9, 2009, as Instrument No. 200911090001572.
15. The Property is and was subject to certain Covenants, Conditions and Restrictions (*"CC&Rs"*) of Association.
16. By virtue of its ownership of the Property, Former Owner was a member of the Association and accordingly was obligated to pay Association assessments pursuant to the terms of the CC&Rs.
17. At some point in time during its ownership of the Property, Former Owner failed to pay the Association assessments related to the Property.
18. As a result of the failure of Former Owner to pay the Association assessments, Association recorded one or more Notices of Delinquent Assessment Lien (*"Association Lien"*) with the Office of the Recorder of Clark County, Nevada.

- 1 19. Thereafter, Association recorded a Notice of Default and Election to Sell with the Office
- 2 of the Recorder of Clark County, Nevada.
- 3 20. Upon information and belief, the Notice of Default and Election to Sell was served upon
- 4 the Former Owner, as well as all interested parties holding a security interest in the
- 5 Property.
- 6 21. After the expiration of 90 days from the recording and mailing of the Notice of Default,
- 7 Association caused a Notice of Trustee's Sale to be recorded with the Office of the
- 8 Recorder of Clark County, Nevada.
- 9 22. Upon information and belief, the Notice of Trustee's Sale was served upon the Former
- 10 Owner, as well as all interested parties holding a security interest in the Property.
- 11 23. On or about March 21, 2014, Association caused a foreclosure sale ("*Association*
- 12 *Foreclosure Sale*") to be conducted pursuant to the powers conferred by the Nevada
- 13 Revised Statutes 116.3116, 116.31162, 116.31163 and/or 116.31164; the CC&Rs; the
- 14 Notice of Delinquent Assessment Lien; and the Notice of Default and Election to Sell.
- 15 24. Vegas United purchased the Property by successfully bidding at the Association
- 16 Foreclosure Sale.
- 17 25. On or about April 17, 2014, a Foreclosure Deed was recorded in the Official Records of
- 18 the Clark County Recorder as Instrument No. 20140417-0003282, vesting title to the
- 19 Property in the name of Vegas United.
- 20 26. The Association Foreclosure Sale complied with all requirements of law, including but
- 21 not limited to, the recording and mailing of copies of the Notice of Delinquent
- 22 Assessment and Notice of Default, and the recording, posting and publication of the
- 23 Notice of Sale.
- 24 27. Upon information and belief, Counter-Defendants had actual and/or constructive notice
- 25 of the Association foreclosure proceedings.
- 26 28. N.R.S. 116.3116(2) provides that an Association Lien has priority over all other liens and
- 27 encumbrances except:
- 28 (a) Liens and encumbrances recorded before the recordation of the declaration

and, in a cooperative, liens and encumbrances which the association creates, assumes or takes subject to;

(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent or, in a cooperative, the first security interest encumbering only the unit's owner's interest and perfected before the date on which the assessment sought to be enforced became delinquent; and

(c) Liens for real estate taxes and other governmental assessments or charges against the unit or cooperative.

29. N.R.S. 116.3116(2) further provides that a portion of the Association Lien has priority over even a first security interest in the Property, stating as follows:

The lien is also prior to all security interests described in paragraph (b) to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312 and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of an action to enforce the lien[.]

30. Upon information and belief, the Association incurred charges within the nine (9) months immediately preceding the initiation of the Association foreclosure action that constituted super priority amounts.

31. Upon information and belief, no party still claiming an interest in the Property recorded a lien or encumbrance prior to the declaration creating the Association.

32. Vegas United's bid at the Association Foreclosure Sale was equal to or in excess of the amount necessary to satisfy the costs of sale and the super-priority portion of the Association Lien.

33. Upon information and belief, the Association or its agent distributed or should have distributed any excess funds to lien holders in order of priority pursuant to N.R.S. 116.3114(c).

34. Upon information and belief, Counter-Defendants had actual and/or constructive notice of the requirement to pay assessments to the Association and of the Association Lien.

35. Upon information and belief, prior to the Association Foreclosure Sale, Celtic Bank had not assigned the First Deed of Trust to the Secretary of Housing and Urban Development ("HUD"), the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("Freddie Mac") or any governmental agency or instrumentality.

- 1 36. Upon information and belief, at the time of the Association Foreclosure Sale, neither the
2 United States nor any of its agencies or instrumentalities possessed any interest in the
3 First Deed of Trust or the Property.
- 4 37. Upon information and belief, prior to the Association Foreclosure Sale, no individual or
5 entity paid the full amount of delinquent assessments described in the Notice of Default.
- 6 38. Upon information and belief, prior to the Association Foreclosure Sale, no individual or
7 entity paid the super priority portion of the delinquent assessments described in the
8 Notice of Default.
- 9 39. Upon information and belief, Counter-Defendants had actual and/or constructive notice
10 of the super priority portion of the Association Lien.
- 11 40. Upon information and belief, Celtic Bank knew or should have known that any security
12 interest that it may have possessed pursuant to the First Deed of Trust would be
13 extinguished through foreclosure if it failed to cure the super-priority portion of the
14 Association Lien representing nine (9) months of assessments for common expenses
15 based upon the periodic budget adopted by the Association which would have become
16 due in the absence of acceleration for the relevant time period.
- 17 41. Pursuant to N.R.S. 116.31166, the Association Foreclosure Sale vested title in Vegas
18 United “without equity or right of redemption.”
- 19 42. Pursuant to N.R.S. 116.31166, the Foreclosure Deed is conclusive against the Property’s
20 “former owner, his or her heirs and assigns, and all other persons.”
- 21 43. Former Owner’s ownership interest in the Property was extinguished by the foreclosure
22 of the Association Lien.
- 23 44. Celtic Bank’s security interest in the Property, if any, was extinguished by the foreclosure
24 of the Association Lien and the First Deed of Trust was rendered null, void and
25 unenforceable.
- 26 45. Any other existing security interests in the Property, if any, were likewise extinguished by
27 the foreclosure of the Association Lien and rendered null, void and unenforceable.
- 28 46. By virtue of its purchase of the Property at the Association Foreclosure Sale, Vegas

United became the sole owner of all right, title and interest in the Property free and clear of any encumbrances of the Counter-Defendants.

47. In the matter of *SFR Investments Pool I, LLC v. U.S. Bank, N.A.*, 130 Nev. ___, 334 P.3d 408, 2014 WL 4656471 (Adv. Op. No. 75, Sept. 18, 2014), the Nevada Supreme Court resolved a split that previously existed in the state and federal courts of the State of Nevada regarding the force, effect and interpretation of N.R.S. §116.3116.

48. In doing so, the Nevada Supreme Court clarified that the statute provides a homeowners association a true super-priority lien over real property that can and does extinguish a first deed of trust when non-judicially foreclosed. *Id.*

49. In *SFR Investments*, the Nevada Supreme Court also recognized that a foreclosure deed “reciting compliance with notice provisions of N.R.S. 116.31162 through NRS 116.31168 ‘is conclusive’ as to the recitals ‘against the unit’s former owner, his or her heirs and assigns and all other persons.’” *See id.* at 3 (citing NRS 116.3116(2)).

50. Moreover, under Nevada law, the Association foreclosure sale and the resulting foreclosure deed are both presumed valid. NRS 47.250(16)-(18) (stating that disputable presumptions exist “that the law has been obeyed”; “that a trustee or other person, whose duty it was to convey real property to a particular person, has actually conveyed to that person, when such presumption is necessary to perfect the title of such person or a successor in interest”; “that private transactions have been fair and regular”; and “that the ordinary course of business has been followed.”).

FIRST CAUSE OF ACTION

(Quiet Title/Declaratory Relief)

51. Counterclaimant repeats and realleges each and every allegation contained in paragraphs 1 through 50 hereof as if set forth fully herein.

52. Vegas United acquired title and ownership of the Property at the Association Foreclosure Sale in exchange for good and valuable consideration.

53. By virtue of its purchase of the Property at the Association Foreclosure Sale, Vegas United became the sole owner of all right, title and interest in the Property free and clear

of any encumbrances of the Counter-Defendants.

54. Because the Association Foreclosure Sale extinguished the First Deed of Trust, Celtic Bank no longer possesses any security interest in the Property and possesses no right to foreclose upon the Property based upon the First Deed of Trust.

55. One or more of the Counter-Defendants may claim some right, title and/or interest in the Property.

56. A justiciable controversy exists regarding the right, title and interest held by Counterclaimant and Counter-Defendants in the Property.

57. The interests of Counterclaimant and Counter-Defendants are adverse in this justiciable controversy.

58. The Counterclaimant has a legally protectible interest in the Property.

59. The controversy between Counterclaimant and Counter-Defendants is ripe for judicial determination.

60. This Court should enter an Order which determines all and every claim, estate or interest of the parties in the Property.

61. The Counterclaimant is entitled to a declaratory judgment finding that: (1) Counterclaimant is the title owner of the Property; (2) the Foreclosure Deed is valid and enforceable; (3) the Association Foreclosure Sale extinguished the applicable Counter-Defendants' ownership and security interests in the Property; (4) Counterclaimant's rights and interest in the Property are superior to any interest claimed by the Counter-Defendants.

62. Title to the Property should be quieted solely in the name of Counterclaimant.

63. As a direct and proximate result of the actions of the Counter-Defendants, it has become necessary for Counterclaimant to retain the services of an attorney to protect its rights and prosecute this Claim.

64. Counterclaimant reserves the right to amend this Complaint under the Nevada Rules of Civil Procedure as further facts become known.

SECOND CAUSE OF ACTION

(Slander of Title against Celtic Bank)

65. Counterclaimant repeats and realleges each and every allegation contained in paragraphs 1 through 64 hereof as if set forth fully herein.
66. Vegas United acquired title and ownership of the Property at the Association Foreclosure Sale.
67. By virtue of its purchase of the Property at the Association Foreclosure Sale, Vegas United became the sole owner of all right, title and interest in the Property free and clear of any encumbrances of the Counter-Defendants.
68. Celtic Bank knew or should have known that the First Deed of Trust was extinguished as a result of the Association Foreclosure Sale.
69. On or about March 2, 2015, Celtic Bank caused a Notice of Default and Election to Sell to be recorded in the Official Records of the Clark County Recorder as Instrument No. 201503020003758.
70. The Notice of Default and Election to Sell and/or other documents recorded by Counter-Defendant since the time that Counterclaimant purchased the Property have impugned Counterclaimant's title to the Property.
71. Counterclaimant's title to the Property has been disparaged and slandered, and there is a cloud on Counterclaimant's title.
72. The actions of the Counter-Defendant were done with the intent to cause Counterclaimant harm, or in conscious disregard for its rights, or were done with conscious disregard for the consequences of their actions, and were therefore done with either express or implied malice.
73. As a direct and proximate result of the actions of the Counter-Defendant, it has become necessary for Counterclaimant to retain the services of an attorney to protect its rights and prosecute this Claim.
74. Counterclaimant reserves the right to amend this Complaint under the Nevada Rules of Civil Procedure as further facts become known.

1 WHEREFORE, Counterclaimant, VEGAS UNITED INVESTMENTS SERIES 105,
2 INC., prays for judgment as follows:

- 3 A. On its First Cause of Action, for an Order which determines all and every claim,
4 estate or interest of the parties in the Property, finding that: (1) Counterclaimant is
5 the title owner of the Property; (2) the Association Foreclosure Deed is valid and
6 enforceable; (3) the Association Foreclosure Sale extinguished the applicable
7 Counter-Defendants' ownership and security interests in the Property; and (4)
8 Counterclaimant's rights and interest in the Property are superior to any interest
9 claimed by the Counter-Defendants.
- 10 B. On its Second Cause of Action, for general and special damages in excess of Ten
11 Thousand Dollars (\$10,000.00) and for exemplary or punitive damages in an
12 amount sufficient to deter Counter-Defendant and others from engaging in similar
13 conduct, said amount to adequately express social outrage over Counter-
14 Defendant's wrongful actions;
- 15 C. For costs and attorneys' fees incurred in bringing this action; and
- 16 D. For such other and further relief as this Court may deem meet and proper.

17 DATED this 4th day of January, 2016.

18 ROGER P. CROTEAU & ASSOCIATES, LTD.

19
20 /s/ Timothy E. Rhoda
21 ROGER P. CROTEAU, ESQ.
22 Nevada Bar No. 4958
23 TIMOTHY E. RHODA, ESQ.
24 Nevada Bar No. 7878
25 9120 West Post Road, Suite 100
26 Las Vegas, Nevada 89148
27 (702) 254-7775
28 *Attorney for Defendant*
**VEGAS UNITED INVESTMENT
SERIES 105, INC.**

CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee of ROGER P. CROTEAU & ASSOCIATES, LTD. and that on the 4th day of January, 2016, I caused a true and correct copy of the foregoing document to be served on all parties as follows:

X VIA ELECTRONIC SERVICE: through the Eighth Judicial District Court's Odyssey e-file and serve system.

Sylvester & Polednak, Ltd.

Contact

Bridget Williams

Kelly L. Schmitt

Email

bridget@sylvesterpolednak.com

kelly@sylvesterpolednak.com

Williams & Associates

Contact

Donald H. Williams, Esq.

Robin Gullo

Email

dwilliams@dhwlawlv.com

rgullo@dhwlawlv.com

Williams & Associates

Contact

Drew Starbuck, Esq.

Email

dstarbuck@dhwlawlv.com

VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, addressed as indicated on service list below in the United States mail at Las Vegas, Nevada.

VIA FACSIMILE: by causing a true copy thereof to be telecopied to the number indicated on the service list below.

VIA PERSONAL DELIVERY: by causing a true copy hereof to be hand delivered on this date to the addressee(s) at the address(es) set forth on the service list below.

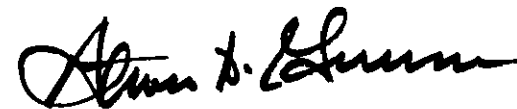
/s/ Timothy E. Rhoda

An employee of ROGER P. CROTEAU &
ASSOCIATES, LTD.

SYLVESTER & POLEDNAK, LTD.
1731 Village Center Circle
Las Vegas, Nevada 89134
Phone (702) 952-5200

SUMM
SYLVESTER & POLEDNAK, LTD.
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Nevada Bar No. 8286
KELLY L. SCHMITT, ESQ.
Nevada Bar No. 10387
1731 Village Center Circle
Las Vegas, Nevada 89134
Telephone: (702) 952-5200
Facsimile: (702) 952-5205
Email: allyson@sylvesterpolednak.com
Email: kelly@sylvesterpolednak.com
Attorneys for Plaintiff

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

CELTIC BANK CORPORATION,
successor-in-interest to SILVER STATE
BANK by acquisition of assets from the
FDIC as Receiver for Silver State Bank, a
Utah banking corporation organized and in
good standing under the laws of the State of
Utah,

Plaintiff,

v.

VEGAS UNITED INVESTMENT SERIES
105, INC., a Nevada domestic corporation;
GIBSON ROAD, LLC, a Nevada limited
liability company; GIBSON BUSINESS
CENTER PROPERTY OWNER
ASSOCIATION, a Nevada non-profit
corporation; REPUBLIC SILVER STATE
DISPOSAL, INC. dba REPUBLIC
SERVICES OF SOUTHERN NEVADA, a
foreign corporation; DOE Individuals I
through X; and ROE Corporations and
Organizations I through V, inclusive; DOE
Individuals I through X; and ROE
Corporations and Organizations I through V,
inclusive,

Defendants.

Case No. A-15-728233-C
Dept. No. XXXII

SUMMONS - CIVIL

SYLVESTER & POLEDNAK, LTD.
1731 Village Center Circle
Las Vegas, Nevada 89134
Phone (702) 952-5200

1 NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
2 WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
3 READ THE INFORMATION BELOW.

4 TO THE DEFENDANT: GIBSON ROAD, LLC

5 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
6 Complaint.

7 1. If you intend to defend this lawsuit, within 20 days after this Summons is served
8 on you exclusive of the day of service, you must do the following:

9 a. File with the Clerk of this Court, whose address is shown below, a formal
10 written response to the Complaint in accordance with the rules of the Court.

11 b. Serve a copy of your response upon the attorney whose name and address
12 is shown below.

13 2. Unless you respond, your default will be entered upon application of the Plaintiff
14 and this Court may enter a judgment against you for the relief demanded in the Complaint, which
15 could result in the taking of money or property or other relief requested in the Complaint.

16 3. If you intend to see the advice of an attorney in this matter, you should do so
17 promptly so that your response may be filed on time.

18 Issued at direction of:

19 CLERK OF COURT

20 BY:

21 SYLVESTER & POLEDNAK, LTD.

22 Kelly L. Schmitt, Esq.

23 Nevada Bar No. 10387

24 1731 Village Center Circle

25 Las Vegas, NV 89134

26 Attorney for Plaintiff

27 BY:

28 DEPUTY CLERK

Regional Justice Center

200 Lewis Avenue

Las Vegas, Nevada 89155

TERRI STINGER NOV 30 2015



AFFIDAVIT OF SERVICE

UNITED STATES DISTRICT COURT
District of Nevada

Case Number: A 15 728233 C

Plaintiff:

Celtic Bank Corporation, et. al.

vs.

Defendant:

Vegas United Investment Series 105, Inc., et. al.

For:

Allyson R. Noto, Esq.
Sylvester & Polednak, Ltd.
7371 Prairie Falcon Road
Suite 120
Las Vegas, NV 89128

Received by Report to Court on the 16th day of December, 2015 at 1:29 pm to be served on **Gibson Road, LLC, A Nevada Limited Liability Company.**

I, Brandi Tomasovitch, being duly sworn, depose and say that on the **20th day of December, 2015 at 7:05 pm, I:**

served a **REGISTERED AGENT** by delivering a true copy of the **Summons; Complaint; Notice of Lis Pendens** with the date and hour of service endorsed thereon by me, to: **Agent: Mark Blackwell as Registered Agent** at the address of: **1518 Padres Dr, San Jose, CA 95125** on behalf of **Gibson Road, LLC, A Nevada Limited Liability Company**, and informed said person of the contents therein, in compliance with state statutes.

Description of Person Served: Age: 45, Sex: m, Race/Skin Color: Caucasian, Height: 5-9, Weight: 180, Hair: hat, Glasses: n

Under penalty of perjury I certify that I am over the age of 18, have no interest in the above action, and am a Registered Process Server, in good standing, in the State of California, County of Santa Clara.

A notary public or other officer completing this verifies only the identity of the individual who signed the document and not the truthfulness, accuracy, or validity of the document
State of California County of Santa Clara

Subscribed and Sworn to (or affirmed) before me on the 22nd day of December, 2015 by

Brandi Tomasovitch
who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Nicole Lloyd
NOTARY PUBLIC

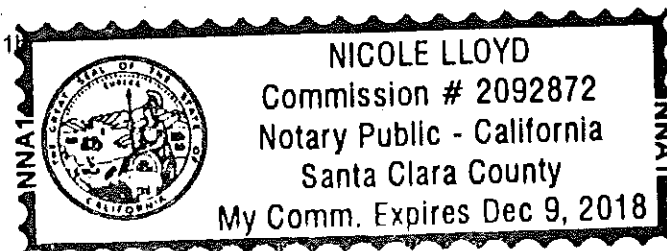
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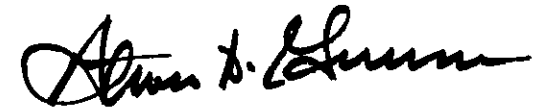
Brandi Tomasovitch

1495

Report to Court
5940 S Rainbow
Las Vegas, NV 89118
(702) 278-8187

Our Job Serial Number: COP-2015015653
Service Fee: _____





CLERK OF THE COURT

DFLT
SYLVESTER & POLEDNAK, LTD.
ALLYSON R. NOTO, ESQ.
Nevada Bar No. 8286
KELLY L. SCHMITT, ESQ.
Nevada Bar No. 10387
1731 Village Center Circle
Las Vegas, Nevada 89134
Telephone: (702) 952-5200
Facsimile: (702) 952-5205
Email: allyson@sylvesterpolednak.com
Email: kelly@sylvesterpolednak.com
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

CELTIC BANK CORPORATION,
successor-in-interest to SILVER STATE
BANK by acquisition of assets from the FDIC
as Receiver for Silver State Bank, a Utah
banking corporation organized and in good
standing under the laws of the State of Utah,

Plaintiff,

v.

VEGAS UNITED INVESTMENT SERIES
105, INC., a Nevada domestic corporation;
GIBSON ROAD, LLC, a Nevada limited
liability company; GIBSON BUSINESS
CENTER PROPERTY OWNER
ASSOCIATION, a Nevada non-profit
corporation; REPUBLIC SILVER STATE
DISPOSAL, INC. dba REPUBLIC
SERVICES OF SOUTHERN NEVADA, a
foreign corporation; DOE Individuals I
through X; and ROE Corporations and
Organizations I through V, inclusive; DOE
Individuals I through X; and ROE
Corporations and Organizations I through V,
inclusive,

Defendants.

Case No. A-15-728233-C
Dept. No. XXXII

DEFAULT

///

SYLVESTER & POLEDNAK, LTD.
1731 Village Center Circle
Las Vegas, Nevada 89134
Phone (702) 952-5200

RECEIVED

FEB 03 2016

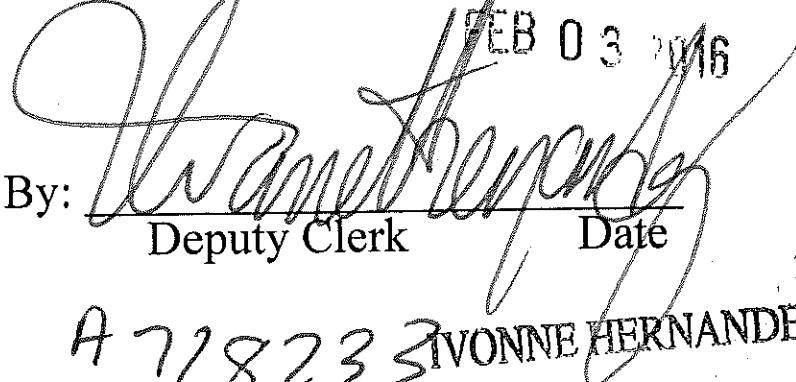
CLERK OF THE COURT

SYLVESTER & POLEDNAK, LTD.
1731 Village Center Circle
Las Vegas, Nevada 89134
Phone (702) 952-5200

DEFAULT

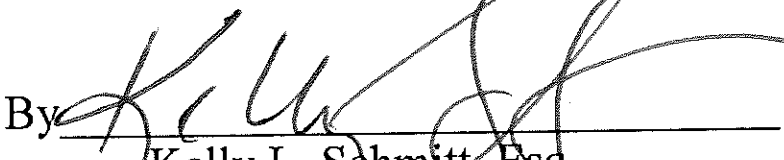
It appearing from the files and records in the above-entitled action that **GIBSON ROAD, LLC**, Defendant herein, being duly served with a copy of the Summons and Verified Complaint for Judicial Foreclosure of Deed of Trust on the **20th day of December, 2015** and a Three Day Notice of Intent to Take Default was filed and served on Defendant on the 22nd day of January, 2016, that more than 20 days, exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time having been granted, the default of the above-named Defendant for failing to answer or otherwise plead to Plaintiff's Complaint is hereby entered.

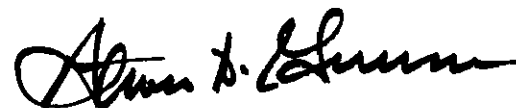
CLERK OF COURT

By:  **FEB 03 2016**
Deputy Clerk Date
A 728233 IVONNE HERNANDEZ

Respectfully Submitted by:

SYLVESTER & POLEDNAK, LTD.

By: 
Kelly L. Schmitt, Esq.
1731 Village Center Circle
Las Vegas, Nevada 89134
Attorney for Plaintiff



CLERK OF THE COURT

AFFT

Roger P. Croteau & Associates, Ltd.
Timothy E. Rhoda, Esq.
9120 W. Post Rd., Suite 100
Las Vegas, NV 89148
State Bar No.: 7878
Attorney(s) for: Defendant/Counterclaimant

DISTRICT COURT

CLARK COUNTY, NEVADA

Vegas United Investment Series 105, Inc., a Nevada corporation

Case No.: A-15-728233-C

Dept. No.: V

Counterclaimant

vs.

Date:
Time:

Celtic Bank Corporation, successor-in-interest to
Silver State Bank by acquisition of assets from the FDIC
as Receiver for Silver State Bank, a Utah banking
corporation, et al.

Counter-Defendants

AFFIDAVIT OF SERVICE

I, **Michael Bliss**, being duly sworn deposes and says: That at all times herein Affiant was and is a citizen of the United States, over 18 years of age, and not a party to or interested in the proceeding in which this Affidavit is made. The Affiant received 1 copy of the: **Summons; Verified Complaint for Judicial Foreclosure of Deed of Trust; Notice of Lis Pendens** on the **7th** day of **January, 2016** and served the same on the **24th** day of **January, 2016** at **6:50 p.m.** by serving to **Defendant(s), Gibson Road, LLC, a Nevada limited liability company**, by personally delivering and leaving a copy at **New Address of Registered Agent, 1518 Padres Dr., San Jose, CA 95125** with **Mark L. Blackwell, Registered Agent**, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.

State of California, County of _____

Subscribed and sworn to (or affirmed) before me on
this _____ day of January, 2016 by

Michael Bliss, proved to me on the basis
of satisfactory evidence to be the person(s) who appeared
before me.

Notary Public:

See CA Jurat

Affiant: **Michael Bliss**
#: **721, Alameda County**

E.379

Work Order No: 2016002

J & L Process Service (702) 883-5725

GOVERNMENT CODE § 8202

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

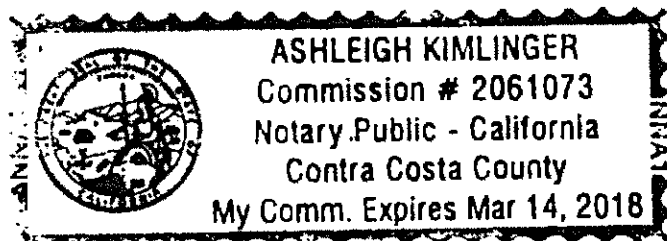
State of California

County of Contra Costa

on this 27 day of January, 2016
by Date Month Year

(1) Michael Bliss

(and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature 
Signature of Notary Public

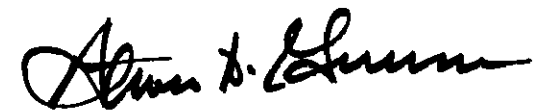
Seal
Place Notary Seal Above

OPTIONAL

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____



CLERK OF THE COURT

AFFT

Roger P. Croteau & Associates, Ltd.
Timothy E. Rhoda, Esq.
9120 W. Post Rd., Suite 100
Las Vegas, NV 89148
State Bar No.: 7878
Attorney(s) for: Defendant

DISTRICT COURT

CLARK COUNTY, NEVADA

Celtic Bank Corporation, successor-in-interest to Silver State Bank
by acquisition of assets from the FDIC as Receiver for Silver State
Bank, a Utah banking corporation organized and in good standing
with the laws of the State of Utah

Case No.: A-15-728233-C

Dept. No.: XXXII

Date:
Time:

Plaintiff(s)

vs.

Vegas United Investment Series 105, Inc., a Nevada domestic
corporation, et al.

Defendant(s)

**AFFIDAVIT OF ATTEMPTED
SERVICE**

I, **Anthony Kevin B. Andrada**, being duly sworn deposes and says: That Affiant is and was on the day
when he attempted to serve the within action, a citizen of the United States, over 18 years of age,
licensed to serve civil process and not a party to or interested in, the within action: That the
Affiant received the within **Summons; Answer and Counterclaim** on the 19th day of February, 2016
and attempted to effect service on **Gibson Road, LLC**, a Nevada limited liability company at the
following Address: **c/o Registered Agent, Mark L. Blackwell, 1518 Padres Dr., San Jose, CA 95125.**

Below are listed the date(s) and time(s) of attempted service.

<u>Date</u>	<u>Time</u>	<u>Address</u>	<u>Outcome</u>
2/20/2016	10:05am	As above	Address corresponds to a single-family residence. The property is surrounded by a security gate; however, was open. No answer at door. No vehicles visible. No activity observed. There are several security cameras which allows residents to see who is coming or going on the property.
2/23/2016	9:23pm	As above	Interior lights on. No answer at door. No activity and/or sounds. No vehicles visible.
2/27/2016	8:09pm	As above	No change from prior tries.
2/28/2016	9:21pm	As above	No change from prior tries.
3/3/2016	6:35pm	As above	No change from prior tries except there was a package addressed to Mark Blackwell by the front door.

J & L Process Service (702) 883-5725

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3/6/2016 2:50pm As above

No change from prior tries. Package addressed to Mark Blackwell remains undisturbed by the front door.

Affiant feels the Agent may be evading service.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

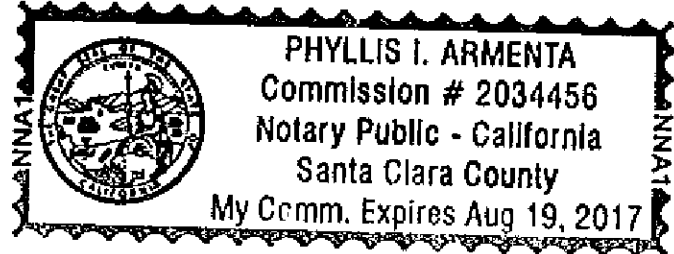
State of California
County of Santa Clara
Subscribed and sworn to (or affirmed) before me this 1st day
of April, 2016, by Anthony Kevin B. Andrada
Andrada, proved to me on the basis
of satisfactory evidence to be the person(s) who appeared before me.
Signature Phyllis I. Armenta (Seal)

State of California, County of Santa Clara
Subscribed and sworn to (or affirmed) before me on
this 1 day of April, 2016 by
Anthony Kevin B. Andrada, proved to me on the basis
of satisfactory evidence to be the person(s) who appeared
before me.

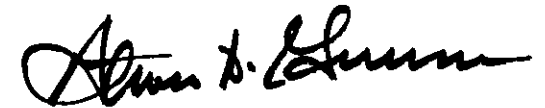
Notary Public:

Anthony Kevin B. Andrada

Affiant: Anthony Kevin B. Andrada
#: 1511, Santa Clara County



Work Order No: 2016034



CLERK OF THE COURT

AFFT

Roger P. Croteau & Associates, Ltd.
Timothy E. Rhoda, Esq.
9120 W. Post Rd., Suite 100
Las Vegas, NV 89148
State Bar No.: 7878
Attorney(s) for: Defendant/Counterclaimant

DISTRICT COURT

CLARK COUNTY, NEVADA

Celtic Bank Corporation, successor-in-interest to Silver
State Bank by acquisition of assets from the FDIC as
Receiver for Silver State Bank, a Utah banking corporation
organized and in good standing with the laws of the State
of Utah

Plaintiff(s)

vs.

Vegas United Investment Series 105, Inc., a Nevada
domestic corporation, et al.

Defendant(s)

Case No.: A-15-728233-C

Dept. No.: XXXII

Date:
Time:

AFFIDAVIT OF SERVICE

I, **Ron Gardiner**, being duly sworn deposes and says: That at all times herein Affiant was
and is a citizen of the United States, over 18 years of age, and not a party to or interested in the
proceeding in which this Affidavit is made. The Affiant received 1 copy of the: Summons; Answer
and Counterclaim on the 5th day of April, 2016 and served the same on the 6th day of April, 2016
at 7:40 a.m. by serving to Defendant, Gibson Road, LLC, a Nevada limited liability company,
by personally delivering and leaving a copy at New Address of Registered Agent, 1518 Padres Dr.,
San Jose, CA 95125 with Mark L. Blackwell, Registered Agent, pursuant to NRS 14.020 as a
person of suitable age and discretion at the above address, which address is the address of the resident
agent as shown on the current certificate of designation filed with the Secretary of State.


State of California, County of _____

Subscribed and sworn to (or affirmed) before me on
this _____ day of April, 2016 by

Ron Gardiner, proved to me on the basis
of satisfactory evidence to be the person(s) who appeared
before me.

Notary Public:

*See Attached
Jurat*


Affiant: **Ron Gardiner**
#: 458, Santa Clara County

Work Order No: 2016034

J & L Process Service (702) 883-5725

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

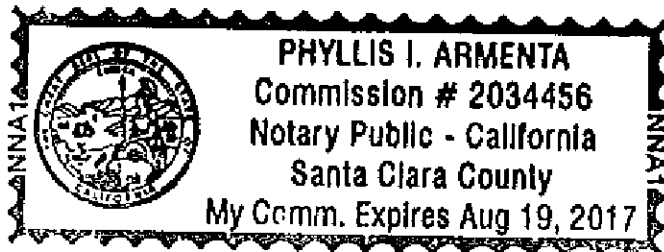

State of California
County of Santa Clara

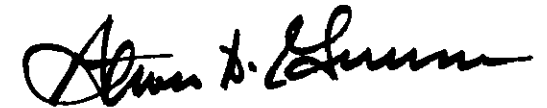
Subscribed and sworn to (or affirmed) before me on this 8th
day of April, 2016, by Ron Gardiner

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

(Seal)

Signature





CLERK OF THE COURT

1 **DLFT**
2 ROGER P. CROTEAU, ESQ.
3 Nevada Bar No. 4958
4 TIMOTHY E. RHODA, ESQ.
5 Nevada Bar No. 7878
6 ROGER P. CROTEAU & ASSOCIATES, LTD.
7 9120 West Post Road, Suite 100
8 Las Vegas, Nevada 89148
9 (702) 254-7775
10 (702) 228-7719 (facsimile)
11 croteaulaw@croteaulaw.com
12 *Attorney for Defendant/Counterclaimant*
13 **VEGAS UNITED INVESTMENT**
14 **SERIES 105, INC.**

DISTRICT COURT
CLARK COUNTY, NEVADA

12 CELTIC BANK CORPORATION, successor-)
13 in-interest to SILVER STATE BANK by)
14 acquisition of assets from the FDIC as Receiver)
15 for Silver State Bank, a Utah banking)
16 corporation organized and in good standing)
17 with the laws of the State of Utah,)

Plaintiff,)

17 vs.)

18 VEGAS UNITED INVESTMENT SERIES)
19 105, INC., a Nevada domestic corporation;)
20 GIBSON ROAD, LLC, a Nevada limited)
21 liability company; GIBSON BUSINESS)
22 CENTER PROPERTY OWNER)
23 ASSOCIATION, a Nevada non-profit)
24 corporation; REPUBLIC SILVER STATE)
DISPOSAL, INC. dba REPUBLIC SERVICES)
OF SOUTHERN NEVADA, a foreign)
corporation; DOE Individuals I through X; and)
ROE Corporations and Organizations I through)
V; DOE Individuals I through X; and ROE)
Corporations and Organizations I through V,)

Defendants.)

Case No. A-15-728233-C
Dept. No. XXII

DEFAULT OF GIBSON ROAD, LLC
(AS TO COUNTERCLAIM)

//

//

ROGER P. CROTEAU & ASSOCIATES, LTD.
• 9120 W. Post Road, Suite 100 • Las Vegas, Nevada 89148 •
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

CLERK OF THE COURT

APR 27 2016

RECEIVED
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1 VEGAS UNITED INVESTMENT SERIES)
2 105, INC., a Nevada corporation,)
3 Counterclaimant,)
4 vs.)
5 CELTIC BANK CORPORATION, successor-)
6 in-interest to SILVER STATE BANK by)
7 acquisition of assets from the FDIC as Receiver)
8 for Silver State Bank, a Utah banking)
9 corporation; GIBSON ROAD, LLC, a Nevada)
10 limited liability company; DOE individuals I)
11 through XX; and ROE CORPORATIONS I)
12 through XX,,)
13 Counter-Defendants.)

11 **DEFAULT OF GIBSON ROAD, LLC**
12 **(AS TO COUNTERCLAIM)**

13 It appearing from the files and records in the above-entitled action that the Counter-
14 Defendant, **GIBSON ROAD, LLC**, was duly served with a copy of the Summons and
15 Counterclaim on April 6, 2016; that more than 20 days, exclusive of the day of service, have
16 expired since service upon the said Counter-Defendant; and that no answer or other appearance
17 has been filed and no further time has been granted, the default of the above-named Counter-
18 Defendant for failing to answer or otherwise plead to Vegas United Investment Series 105, Inc.'s
19 Counterclaim is hereby entered.

20 STEVEN D. GRIERSON,
21 CLERK OF COURT

22 By: 
23 DEPUTY CLERK DATE

24 A 728233 APR 28 2016

25 MICHELLE MCCARTHY

ROGER P. CROTEAU & ASSOCIATES, LTD.
• 9120 W. Post Road, Suite 100 • Las Vegas, Nevada 89148 •
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

A-15-728233-C

The undersigned hereby requests
and directs the entry of default:

ROGER P. CROTEAU & ASSOCIATES, LTD.

TIMOTHY E. RHODA, ESQ.

Nevada Bar No. 7878

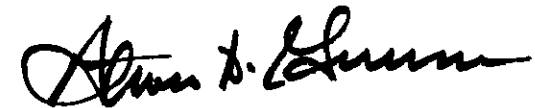
9120 West Post Road, Suite 100

Las Vegas, Nevada 89148

(702) 254-7775

Attorney for Defendant/Counterclaimant

**VEGAS UNITED INVESTMENT
SERIES 105, INC.**



CLERK OF THE COURT

1 **SAO**
2 SYLVESTER & POLEDNAK, LTD.
3 ALLYSON R. NOTO, ESQ.
4 Nevada Bar No. 8286
5 KELLY L. SCHMITT, ESQ.
6 Nevada Bar No. 10387
7 1731 Village Center Circle
8 Las Vegas, Nevada 89134
9 Telephone: (702) 952-5200
10 Facsimile: (702) 952-5205
11 Email: allyson@sylvesterpolednak.com
12 Email: kelly@sylvesterpolednak.com
13 *Attorneys for Plaintiff*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 CELTIC BANK CORPORATION,
12 successor-in-interest to SILVER STATE
13 BANK by acquisition of assets from the FDIC
14 as Receiver for Silver State Bank, a Utah
15 banking corporation organized and in good
16 standing under the laws of the State of Utah,

15 Plaintiff,

16 v.

17 VEGAS UNITED INVESTMENT SERIES
18 105, INC., a Nevada domestic corporation;
19 GIBSON ROAD, LLC, a Nevada limited
20 liability company; GIBSON BUSINESS
21 CENTER PROPERTY OWNER
22 ASSOCIATION, a Nevada non-profit
23 corporation; REPUBLIC SILVER STATE
24 DISPOSAL, INC. dba REPUBLIC
25 SERVICES OF SOUTHERN NEVADA, a
26 foreign corporation; DOE Individuals I
27 through X; and ROE Corporations and
28 Organizations I through V, inclusive; DOE
Individuals I through X; and ROE
Corporations and Organizations I through V,
inclusive,

Defendants.

Case No. A-15-728233-C
Dept. No. XXII

**STIPULATION AND ORDER
DISCLAIMING INTEREST AND
DISMISSING GIBSON BUSINESS
CENTER PROPERTY OWNER
ASSOCIATION WITHOUT PREJUDICE**

SYLVESTER & POLEDNAK, LTD.
1731 Village Center Circle
Las Vegas, Nevada 89134
Phone (702) 952-5200

SYLVESTER & POLEDNAK, LTD.
1731 Village Center Circle
Las Vegas, Nevada 89134
Phone (702) 952-5200

1 VEGAS UNITED INVESTMENT SERIES
2 105, INC., a Nevada corporation,

3 Counterclaimant,

4 v.

5 CELTIC BANK CORPORATION,
6 successor-in-interest to SILVER STATE
7 BANK by acquisition of assets from the FDIC
8 as Receiver for Silver State Bank, a Utah
9 banking corporation; GIBSON ROAD, LLC, a
10 Nevada limited liability company; DOE
11 Individuals I through XX; and ROE
12 Corporations I through XX,

13 Counter-Defendants.

14 COMES NOW, Plaintiff CELTIC BANKCORPORATION, successor-in-interest to
15 SILVER STATE BANK by acquisition of assets from the FDIC as Receiver of Silver State Bank
16 ("Plaintiff"), by and through its attorneys, the law office of Sylvester & Polednak, Ltd., and
17 Defendant GIBSON BUSINESS CENTER PROPERTY OWNER ASSOCIATION ("Gibson
18 Business Center POA" together with Plaintiff the "Parties"), by and through its attorneys, the law
19 office of Knight Law, hereby stipulate and agree as follows:

20 That Gibson Business Center POA claims no present or future legal interest, either actual
21 or possessory, in the lien recorded August 23, 2011 in Book 20110823 as Instrument No. 01011
22 related to the real property located at 181 N. Gibson Road, Henderson, NV 89014, APN#
23 178-15-511-042.

24 That Gibson Business Center POA shall be dismissed from the instant lawsuit without
25 prejudice.

26 IT IS SO STIPULATED.

27 DATED this 25th day of May, 2016.
28 SYLVESTER & POLEDNAK, LTD.

By

Allyson R. Noto, Esq.
Kelly L. Schmitt, Esq.
1731 Village Center Circle
Las Vegas, Nevada 89134
Attorneys for Plaintiff

DATED this 24th day of May, 2016.
KNIGHT LAW

By

Scott A. Knight, Esq.
2850 W. Horizon Ridge Pkwy, Ste. 200
Henderson, Nevada 89052
Attorney for Gibson Business Center
Property Owner Association

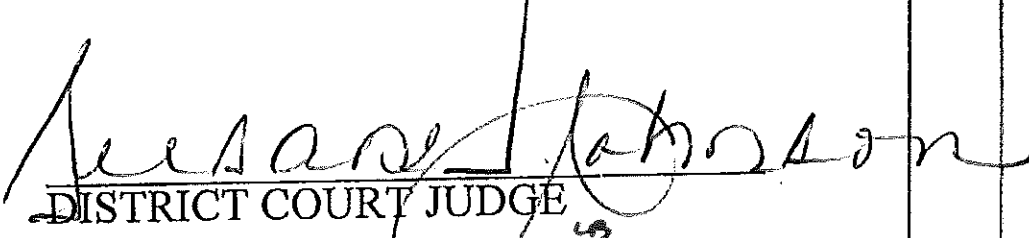
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ORDER

Pursuant to the Stipulation of the Parties, and good cause appearing therefor,

IT IS HEREBY ORDERED that Plaintiff's Complaint shall be dismissed without prejudice as to Gibson Business Center POA, each party to bear their own attorney's fees and costs.

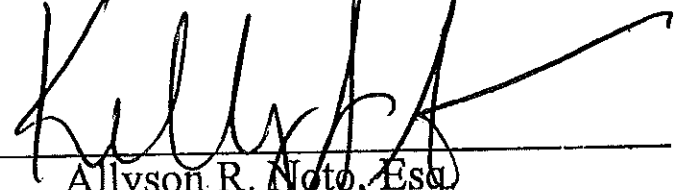
DATED this 26th day of May, 2016.

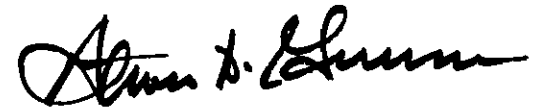

DISTRICT COURT JUDGE
A728233

SYLVESTER & POLEDNAK, LTD.
1731 Village Center Circle
Las Vegas, Nevada 89134
Phone (702) 952-5200

Respectfully Submitted by:

SYLVESTER & POLEDNAK, LTD.

By 
Allyson R. Noto, Esq.
Kelly L. Schmitt, Esq.
1731 Village Center Circle
Las Vegas, NV 89134
Attorneys for Plaintiff



CLERK OF THE COURT

1 AANC
2 SYLVESTER & POLEDNAK, LTD.
3 ALLYSON R. NOTO, ESQ.
4 Nevada Bar No. 8286
5 KELLY L. SCHMITT, ESQ.
6 Nevada Bar No. 10387
7 1731 Village Center Circle
8 Las Vegas, Nevada 89134
9 Telephone: (702) 952-5200
10 Facsimile: (702) 952-5205
11 Email: allyson@sylvesterpolednak.com
12 Email: kelly@sylvesterpolednak.com
13 *Attorneys for Plaintiff*

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 CELTIC BANK CORPORATION,
12 successor-in-interest to SILVER STATE
13 BANK by acquisition of assets from the FDIC
14 as Receiver for Silver State Bank, a Utah
15 banking corporation organized and in good
16 standing under the laws of the State of Utah,

15 Plaintiff,

16 v.

17 VEGAS UNITED INVESTMENT SERIES
18 105, INC., a Nevada domestic corporation;
19 GIBSON ROAD, LLC, a Nevada limited
20 liability company; GIBSON BUSINESS
21 CENTER PROPERTY OWNER
22 ASSOCIATION, a Nevada non-profit
23 corporation; REPUBLIC SILVER STATE
24 DISPOSAL, INC. dba REPUBLIC
25 SERVICES OF SOUTHERN NEVADA, a
26 foreign corporation; DOE Individuals I
27 through X; and ROE Corporations and
28 Organizations I through V, inclusive; DOE
Individuals I through X; and ROE
Corporations and Organizations I through V,
inclusive,

Defendants.

Case No. A-15-728233-C
Dept. No. V

ANSWER TO COUNTERCLAIM

SYLVESTER & POLEDNAK, LTD.
1731 Village Center Circle
Las Vegas, Nevada 89134
Phone (702) 952-5200

VEGAS UNITED INVESTMENT SERIES
105, INC., a Nevada corporation,

Counterclaimant,

v.

CELTIC BANK CORPORATION,
successor-in-interest to SILVER STATE
BANK by acquisition of assets from the FDIC
as Receiver for Silver State Bank, a Utah
banking corporation; GIBSON ROAD, LLC, a
Nevada limited liability company; DOE
Individuals I through XX; and ROE
Corporations I through XX,

Counter-Defendants.

COMES NOW, Plaintiff/Counterdefendant CELTIC BANK CORPORATION ("Celtic Bank"), by and through its attorneys, the law firm of Sylvester & Polednak, Ltd., hereby answers Defendant/Counterclaimant VEGAS UNITED INVESTMENT SERIES 105, INC.'s ("Counterclaimant") Counterclaim as follows:

PARTIES

1. Answering Paragraph 1 of Counterclaimant's Counterclaim on file herein, Celtic Bank is without sufficient information to form a belief as to the truth of the allegations asserted therein and therefore denies each and every allegation contained therein.

2. Answering Paragraph 2 of Counterclaimant's Counterclaim on file herein, Celtic Bank admits each and every allegation contained therein.

3. Answering Paragraph 3 of Counterclaimant's Counterclaim on file herein, Celtic Bank is without sufficient information to form a belief as to the truth of the allegations asserted therein and therefore denies each and every allegation contained therein.

4. Answering Paragraph 4 of Counterclaimant's Counterclaim on file herein, Celtic Bank is without sufficient information to form a belief as to the truth of the allegations asserted therein and therefore denies each and every allegation contained therein.

///

GENERAL ALLEGATIONS

5. Answering Paragraph 5 of Counterclaimant's Counterclaim on file herein, Celtic Bank repeats and re-alleges its answers to Paragraphs 1 through 4 as though fully stated therein.

6. Answering Paragraph 6 of Counterclaimant's Counterclaim on file herein, the recorded documents speak for themselves and as such, Celtic Bank denies any allegations inconsistent with those documents.

7. Answering Paragraph 7 of Counterclaimant's Counterclaim on file herein, the allegations constitute a legal conclusion to which no response is required. To the extent a response is required, Celtic Bank denies each and every allegation contained therein.

8. Answering Paragraph 8 of Counterclaimant's Counterclaim on file herein, the allegations constitute a legal conclusion to which no response is required. To the extent a response is required, Celtic Bank denies each and every allegation contained therein.

9. Answering Paragraph 9 of Counterclaimant's Counterclaim on file herein, the allegations constitute a legal conclusion to which no response is required. To the extent a response is required, Celtic Bank denies each and every allegation contained therein.

10. Answering Paragraph 10 of Counterclaimant's Counterclaim on file herein, the allegations constitute a legal conclusion to which no response is required. To the extent a response is required, Celtic Bank denies each and every allegation contained therein.

11. Answering Paragraph 11 of Counterclaimant's Counterclaim on file herein, Celtic Bank is without sufficient information to form a belief as to the truth of the allegations asserted therein and therefore denies each and every allegation contained therein.

12. Answering Paragraph 12 of Counterclaimant's Counterclaim on file herein, Celtic Bank is without sufficient information to form a belief as to the truth of the allegations asserted therein and therefore denies each and every allegation contained therein.

13. Answering Paragraph 13 of Counterclaimant's Counterclaim on file herein, the recorded documents speak for themselves and as such, Celtic Bank denies any allegations inconsistent with those documents.

1 14. Answering Paragraph 14 of Counterclaimant's Counterclaim on file herein, the
2 recorded documents speak for themselves and as such, Celtic Bank denies any allegations
3 inconsistent with those documents.

4 15. Answering Paragraph 15 of Counterclaimant's Counterclaim on file herein, the
5 recorded documents speak for themselves and as such, Celtic Bank denies any allegations
6 inconsistent with those documents.

7 16. Answering Paragraph 16 of Counterclaimant's Counterclaim on file herein, Celtic
8 Bank is without sufficient information to form a belief as to the truth of the allegations asserted
9 therein and therefore denies each and every allegation contained therein.

10 17. Answering Paragraph 17 of Counterclaimant's Counterclaim on file herein, Celtic
11 Bank is without sufficient information to form a belief as to the truth of the allegations asserted
12 therein and therefore denies each and every allegation contained therein.

13 18. Answering Paragraph 18 of Counterclaimant's Counterclaim on file herein, the
14 recorded documents speak for themselves and as such, Celtic Bank denies any allegations
15 inconsistent with those documents.

16 19. Answering Paragraph 19 of Counterclaimant's Counterclaim on file herein, the
17 recorded documents speak for themselves and as such, Celtic Bank denies any allegations
18 inconsistent with those documents.

19 20. Answering Paragraph 20 of Counterclaimant's Counterclaim on file herein, Celtic
20 Bank is without sufficient information to form a belief as to the truth of the allegations asserted
21 therein and therefore denies each and every allegation contained therein.

22 21. Answering Paragraph 21 of Counterclaimant's Counterclaim on file herein, the
23 recorded documents speak for themselves and as such, Celtic Bank denies any allegations
24 inconsistent with those documents.

25 22. Answering Paragraph 22 of Counterclaimant's Counterclaim on file herein, Celtic
26 Bank is without sufficient information to form a belief as to the truth of the allegations asserted
27 therein and therefore denies each and every allegation contained therein.

28 23. Answering Paragraph 23 of Counterclaimant's Counterclaim on file herein, Celtic
Bank is without sufficient information to form a belief as to the truth of the allegations asserted

1 therein and therefore denies each and every allegation contained therein.

2 24. Answering Paragraph 24 of Counterclaimant's Counterclaim on file herein, Celtic
3 Bank is without sufficient information to form a belief as to the truth of the allegations asserted
4 therein and therefore denies each and every allegation contained therein.

5 25. Answering Paragraph 25 of Counterclaimant's Counterclaim on file herein, the
6 recorded document speaks for itself and as such, Celtic Bank denies any allegations inconsistent
7 with that document. Further, Celtic Bank denies that the "Foreclosure Deed" vested title to the
8 Property in the name of Vegas United.

9 26. Answering Paragraph 26 of Counterclaimant's Counterclaim on file herein, the
10 allegations constitute a legal conclusion to which no response is required. To the extent a
11 response is required, Celtic Bank denies each and every allegation contained therein.

12 27. Answering Paragraph 27 of Counterclaimant's Counterclaim on file herein, Celtic
13 Bank denies the allegations as to Celtic Bank, is without sufficient information to form a belief as
14 to the truth of the remaining allegations asserted therein and therefore denies each and every
15 allegation contained therein.

16 28. Answering Paragraph 28 of Counterclaimant's Counterclaim on file herein, the
17 allegations constitute a legal conclusion to which no response is required. To the extent a
18 response is required, Celtic Bank is without sufficient information to form a belief as to the truth of
19 the matters asserted therein and therefore denies each and every allegation contained therein.

20 29. Answering Paragraph 29 of Counterclaimant's Counterclaim on file herein, the
21 allegations constitute a legal conclusion to which no response is required. To the extent a
22 response is required, Celtic Bank is without sufficient information to form a belief as to the truth of
23 the matters asserted therein and therefore denies each and every allegation contained therein.

24 30. Answering Paragraph 30 of Counterclaimant's Counterclaim on file herein, Celtic
25 Bank is without sufficient information to form a belief as to the truth of the allegations asserted
26 therein and therefore denies each and every allegation contained therein.

27 31. Answering Paragraph 31 of Counterclaimant's Counterclaim on file herein, Celtic
28 Bank is without sufficient information to form a belief as to the truth of the allegations asserted
therein and therefore denies each and every allegation contained therein.

1 32. Answering Paragraph 32 of Counterclaimant's Counterclaim on file herein, Celtic
2 Bank is without sufficient information to form a belief as to the truth of the allegations asserted
3 therein and therefore denies each and every allegation contained therein.

4 33. Answering Paragraph 33 of Counterclaimant's Counterclaim on file herein, the
5 allegations constitute a legal conclusion to which no response is required. To the extent a
6 response is required, Celtic Bank is without sufficient information to form a belief as to the truth of
7 the matters asserted therein and therefore denies each and every allegation contained therein.

8 34. Answering Paragraph 34 of Counterclaimant's Counterclaim on file herein, Celtic
9 Bank denies the allegations as to Celtic Bank, is without sufficient information to form a belief as
10 to the truth of the remaining allegations asserted therein and therefore denies each and every
11 allegation contained therein.

12 35. Answering Paragraph 35 of Counterclaimant's Counterclaim on file herein, Celtic
13 Bank admits each and every allegation contained therein.

14 36. Answering Paragraph 36 of Counterclaimant's Counterclaim on file herein, Celtic
15 Bank is without sufficient information to form a belief as to the truth of the allegations asserted
16 therein and therefore denies each and every allegation contained therein.

17 37. Answering Paragraph 37 of Counterclaimant's Counterclaim on file herein, Celtic
18 Bank is without sufficient information to form a belief as to the truth of the allegations asserted
19 therein and therefore denies each and every allegation contained therein.

20 38. Answering Paragraph 38 of Counterclaimant's Counterclaim on file herein, Celtic
21 Bank is without sufficient information to form a belief as to the truth of the allegations asserted
22 therein and therefore denies each and every allegation contained therein.

23 39. Answering Paragraph 39 of Counterclaimant's Counterclaim on file herein, Celtic
24 Bank denies the allegations as to Celtic Bank, is without sufficient information to form a belief as
25 to the truth of the remaining allegations asserted therein and therefore denies each and every
26 allegation contained therein.

27 40. Answering Paragraph 40 of Counterclaimant's Counterclaim on file herein, Celtic
28 Bank denies each and every allegation contained therein.

///

1 41. Answering Paragraph 41 of Counterclaimant's Counterclaim on file herein, the
2 allegations constitute a legal conclusion to which no response is required. To the extent a
3 response is required, Celtic Bank denies each and every allegation contained therein.

4 42. Answering Paragraph 42 of Counterclaimant's Counterclaim on file herein, the
5 allegations constitute a legal conclusion to which no response is required. To the extent a
6 response is required, Celtic Bank denies each and every allegation contained therein.

7 43. Answering Paragraph 43 of Counterclaimant's Counterclaim on file herein, Celtic
8 Bank denies each and every allegation contained therein.

9 44. Answering Paragraph 44 of Counterclaimant's Counterclaim on file herein, Celtic
10 Bank denies each and every allegation contained therein.

11 45. Answering Paragraph 45 of Counterclaimant's Counterclaim on file herein, Celtic
12 Bank is without sufficient information to form a belief as to the truth of the allegations asserted
13 therein and therefore denies each and every allegation contained therein.

14 46. Answering Paragraph 46 of Counterclaimant's Counterclaim on file herein, Celtic
15 Bank denies each and every allegation contained therein. To the extent a response is required,
16 Celtic Bank denies each and every allegation contained therein.

17 47. Answering Paragraph 47 of Counterclaimant's Counterclaim on file herein, the
18 allegations constitute a legal conclusion to which no response is required. To the extent a
19 response is required, Celtic Bank denies each and every allegation contained therein.

20 48. Answering Paragraph 48 of Counterclaimant's Counterclaim on file herein, the
21 allegations constitute a legal conclusion to which no response is required. To the extent a
22 response is required, Celtic Bank denies each and every allegation contained therein.

23 49. Answering Paragraph 49 of Counterclaimant's Counterclaim on file herein, the
24 allegations constitute a legal conclusion to which no response is required. To the extent a
25 response is required, Celtic Bank denies each and every allegation contained therein.

26 50. Answering Paragraph 50 of Counterclaimant's Counterclaim on file herein, the
27 allegations constitute a legal conclusion to which no response is required. To the extent a
28 response is required, Celtic Bank denies each and every allegation contained therein.

FIRST CAUSE OF ACTION

(Quiet Title/Declaratory Relief)

51. Answering Paragraph 51 of Counterclaimant's Counterclaim on file herein, Celtic Bank repeats and re-alleges its answers to Paragraphs 1 through 50 as though fully stated therein.

52. Answering Paragraph 52 of Counterclaimant's Counterclaim on file herein, Celtic Bank denies each and every allegation contained therein.

53. Answering Paragraph 53 of Counterclaimant's Counterclaim on file herein, Celtic Bank denies each and every allegation contained therein.

54. Answering Paragraph 54 of Counterclaimant's Counterclaim on file herein, Celtic Bank denies each and every allegation contained therein.

55. Answering Paragraph 55 of Counterclaimant's Counterclaim on file herein, Celtic Bank is without sufficient information to form a belief as to the truth of the allegations asserted therein and therefore denies each and every allegation contained therein.

56. Answering Paragraph 56 of Counterclaimant's Counterclaim on file herein, the allegations constitute a legal conclusion to which no response is required. To the extent a response is required, Celtic Bank denies each and every allegation contained therein.

57. Answering Paragraph 57 of Counterclaimant's Counterclaim on file herein, the allegations constitute a legal conclusion to which no response is required. To the extent a response is required, Celtic Bank denies each and every allegation contained therein.

58. Answering Paragraph 58 of Counterclaimant's Counterclaim on file herein, Celtic Bank denies each and every allegation contained therein.

59. Answering Paragraph 59 of Counterclaimant's Counterclaim on file herein, the allegations constitute a legal conclusion to which no response is required. To the extent a response is required, Celtic Bank admits the balance of the allegation.

60. Answering Paragraph 60 of Counterclaimant's Counterclaim on file herein, the allegations constitute a legal conclusion to which no response is required. To the extent a response is required, Celtic Bank admits the balance of the allegation.

1 61. Answering Paragraph 61 of Counterclaimant's Counterclaim on file herein, the
2 allegations constitute a legal conclusion to which no response is required. To the extent a
3 response is required, Celtic Bank denies each and every allegation contained therein.

4 62. Answering Paragraph 62 of Counterclaimant's Counterclaim on file herein, Celtic
5 Bank denies each and every allegation contained therein.

6 63. Answering Paragraph 63 of Counterclaimant's Counterclaim on file herein, Celtic
7 Bank denies each and every allegation contained therein.

8 64. Answering Paragraph 64 of Counterclaimant's Counterclaim on file herein, Celtic
9 Bank denies each and every allegation contained therein.

10 **SECOND CAUSE OF ACTION**

11 **(Slander of Title against Celtic Bank)**

12 65. Answering Paragraph 65 of Counterclaimant's Counterclaim on file herein, Celtic
13 Bank repeats and re-alleges its answers to Paragraphs 1 through 64 as though fully stated therein.

14 66. Answering Paragraph 66 of Counterclaimant's Counterclaim on file herein, Celtic
15 Bank denies each and every allegation contained therein.

16 67. Answering Paragraph 67 of Counterclaimant's Counterclaim on file herein, Celtic
17 Bank denies each and every allegation contained therein.

18 68. Answering Paragraph 68 of Counterclaimant's Counterclaim on file herein, Celtic
19 Bank denies each and every allegation contained therein.

20 69. Answering Paragraph 69 of Counterclaimant's Counterclaim on file herein, Celtic
21 Bank alleges the document speaks for itself, and as such, no answer is required.

22 70. Answering Paragraph 70 of Counterclaimant's Counterclaim on file herein, Celtic
23 Bank denies each and every allegation contained therein.

24 71. Answering Paragraph 71 of Counterclaimant's Counterclaim on file herein, Celtic
25 Bank denies each and every allegation contained therein.

26 72. Answering Paragraph 72 of Counterclaimant's Counterclaim on file herein, Celtic
27 Bank denies each and every allegation contained therein.

28 73. Answering Paragraph 73 of Counterclaimant's Counterclaim on file herein, Celtic
 Bank denies each and every allegation contained therein.

74. Answering Paragraph 74 of Counterclaimant's Counterclaim on file herein, Celtic Bank denies each and every allegation contained therein.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Counter-Claimant fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Celtic Bank has been required to obtain the services of an attorney to defend this action and a reasonable sum should be awarded Celtic Bank as and for attorney fees and costs of suit incurred herein.

THIRD AFFIRMATIVE DEFENSE

Counter-Claimant's Counterclaim on file herein is barred in whole or in part, by the doctrine of unclean hands.

FOURTH AFFIRMATIVE DEFENSE

Counter-Claimant's Counterclaim is barred by the doctrine of estoppel.

FIFTH AFFIRMATIVE DEFENSE

Counter-Claimant's Counterclaim is barred by the doctrine of waiver.

SIXTH AFFIRMATIVE DEFENSE

Counter-Claimant's Counterclaim is barred by the doctrine of laches.

SEVENTH AFFIRMATIVE DEFENSE

The damages, if any, which Counter-Claimant has allegedly suffered are caused in whole or in part by the acts or omissions of Counter-Claimant or its agents and representatives.

EIGHTH AFFIRMATIVE DEFENSE

Celtic Bank avers that Counter-Claimant's injuries and damages, if any, were contributed to and caused by Counter-Claimant's own acts and negligence, which negligence was greater than Celtic Bank's negligence, if any.

NINTH AFFIRMATIVE DEFENSE

Any damages or injuries sustained by Counter-Claimant came as a result of an intervening cause over which Celtic Bank had no control.

TENTH AFFIRMATIVE DEFENSE

Counter-Claimant has failed to mitigate its damages.

ELEVENTH AFFIRMATIVE DEFENSE

To the extent the HOA's foreclosure sale was valid, Counter-Claimant took title of the Property subject to Celtic Bank's first priority Deed of Trust, thereby preventing any extinguishment of Celtic Bank's interest in the Property.

TWELFTH AFFIRMATIVE DEFENSE

Counter-Claimant voluntarily knew and understood the risks and thereby assumed such risks.

THIRTEENTH AFFIRMATIVE DEFENSE

The HOA foreclosure sale by which Counter-Claimant took its alleged interest was commercially unreasonable if it extinguished Celtic Bank's interest in the Property.

FOURTEENTH AFFIRMATIVE DEFENSE

Granting Counter-Claimant's demand in the Counterclaim would result in Counter-Claimant becoming unjustly enriched.

FIFTEENTH AFFIRMATIVE DEFENSE

NRS 116 is unconstitutional, facially and as applied, under the constitution of Nevada and/or the United States of America.

SIXTEENTH AFFIRMATIVE DEFENSE

Counter-Claimant's Counterclaim is barred by the statute of limitations.

SEVENTEENTH AFFIRMATIVE DEFENSE

The HOA's sale did not comply with the provisions of NRS 116.31162- NRS 116.31164 or NRS 107.090 and is therefore void and without effect.

EIGHTEENTH AFFIRMATIVE DEFENSE

A senior deed of trust beneficiary cannot be deprived of its property interest in violation of the Due Process Clause of the constitution of Nevada and/or the United States of America.

NINETEENTH AFFIRMATIVE DEFENSE

The "Foreclosure Deed" recorded on March 17, 2014 did not transfer title of the Property to Counter-Claimant.

TWENTIETH AFFIRMATIVE DEFENSE

Counter-Claimant is not a bona fide purchaser.

TWENTY-FIRST AFFIRMATIVE DEFENSE

The Voluntary Payment Doctrine does not apply in this action.

TWENTY-SECOND AFFIRMATIVE DEFENSE

A justiciable controversy does not exist between Counter-Claimant and this answering Celtic Bank.

TWENTY-THIRD AFFIRMATIVE DEFENSE


Pursuant to Rule 11 of NRCP as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts are not available after reasonable inquiry from the filing of Counter-Claimant's Counterclaim. In the event further investigation or discovery in this case reveals the applicability of any additional affirmative defenses, including but not limited to those affirmative defenses enumerated to NRCP 8(c), Counter-Claimant reserves the right to specifically assert any such defenses. The defenses contained in NRCP 8(c) are incorporated herein by reference for the specific purpose of not waiving any such defenses.

WHEREFORE, Celtic Bank requests that this Court enter Judgment against Counter-Claimant as follows:

1. That Counter-Claimant take nothing by way of its Counterclaim;
2. For an award of attorney fees as special damages and costs incurred in this suit; and
3. For other and such further relief as the Court deems just and proper.

DATED this 24 day of March, 2017.

SYLVESTER & POLEDNAK, LTD.

By 
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Kelly L. Schmitt, Esq.
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of SYLVESTER & POLEDNAK, LTD. and that on the 24th day of March, 2017, I caused to be served a copy of the above-entitled document on the party set forth below via the CM/ECF system where an email address is provided and/or by depositing the same in the United States Mail, first class, postage prepaid, addressed to those not electronically mailed as follows:

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An employee of SYLVESTER & POLEDNAK, LTD.