

CLERK OF THE COURT

Affidavit of Publication

STATE OF NEVADA }
COUNTY OF CLARK }

SS

I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Sep 16, 2015
Sep 23, 2015
Sep 30, 2015
Oct 07, 2015
Oct 14, 2015

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Oct 14, 2015



Rosalie Qualls

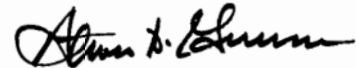
DISTRICT COURT
CLARK COUNTY, NEVADA
Case No. A 719913 Dept. No. VIII
RJRN Holdings LLC, Plaintiff,

Vs. EDNA A. ALLAS; ALEX BALAGOT; ROWENA A. BALAGOT; JPMORGAN CHASE BANK N.A.; METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A.; YORK VILLAGE COMMUNITY ASSOCIATION; and DOES 1 through 10, inclusive; ROE CORPORATIONS 1 through 10, inclusive, Defendant;
SUMMONS

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW TO THE DEFENDANT(S): EDNA A. ALLAS A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint. Object of Action: This is an Amended Complaint for Declaratory Relief/Quiet Title Pursuant to NRS 30.010, et. Seq. and NRS 116 et. Seq., Preliminary and Permanent Injunction, Slander to Title. 1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following: a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee. b. Serve a copy of your response upon the attorney whose name and address is shown below. 2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint. 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time. 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this summons within which to file an answer or other responsive pleading to the complaint. STEVEN D. GRIERSON, CLERK OF THE COURT, CLERK OF COURT, s/ VIVIAN A. CANELA, Deputy Clerk, Date JUN 16 2015, County Court House, 200 Lewis Avenue, Las Vegas, Nevada 89155, Issued at the direction of LAW OFFICE OF MIKE BEEDE, By: Michael Beede, Esq., 2300 W. Sahara Ave., #420, Las Vegas, NV 89101, 702-474-8406, Attorney for Plaintiff
Published in Nevada Legal News
September 16, 23, 30, October 7, 14, 2015

04108792 00401169 702-832-0248

LAW OFFICE OF MICHAEL BEEDE
2300 W. SAHARA AVE. #420
LAS VEGAS, NV 89102



CLERK OF THE COURT

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Rosalie Qualls

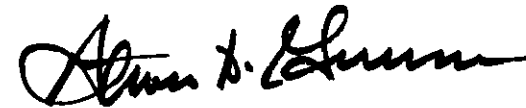
DISTRICT COURT
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CHASE BANK N.A.; METLIFE HOME LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through 10, inclusive, Defendant,
SUMMONS

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW TO THE DEFENDANT(S): ROWENA A. BALAGOT A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint. Object of Action: This is an Amended Complaint for Declaratory Relief/Quiet Title Pursuant to NRS 30.010, et. Seq. and NRS 116 et. Seq., Preliminary and Permanent Injunction, Slander to Title. 1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following: a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee. b. Serve a copy of your response upon the attorney whose name and address is shown below. 2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint. 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time. 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this summons within which to file an answer or other responsive pleading to the complaint. STEVEN D. GRIERSON, CLERK OF THE COURT, CLERK OF COURT, s/ VIVIAN A. CANELA, Deputy Clerk, Date JUN 16 2015, County Court House, 200 Lewis Avenue, Las Vegas, Nevada 89155, Issued at the direction of LAW OFFICE OF MIKE BEEDE, By: Michael Beede, Esq., 2300 W. Sahara Ave., #420, Las Vegas, NV 89101, 702-474-8406, Attorney for Plaintiff
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LAS VEGAS, NV 89102

APP0120



CLERK OF THE COURT

1 CCAN

2 MICHAEL N. BEEDE, ESQ.

3 Nevada State Bar No. 13068

4 **THE LAW OFFICE OF MIKE BEEDE, PLLC**

5 2300 W Sahara Ave., Suite 420

6 Las Vegas, NV 89102

7 Telephone (702) 473-8406

8 Facsimile (702) 832-0248

9 Eservice@legallv.com

10 *Attorney for Plaintiff*

DISTRICT COURT

CLARK COUNTY, NEVADA

11 RJRN HOLDINGS, LLC,

12 Plaintiff,

13 v.

14 EDNA A. ALLAS; ALEX BALAGOT;
15 ROWENA A. BALAGOT; JPMORGAN
16 CHASE BANK N.A.; METLIFE HOME
17 LOANS, A DIVISION OF METLIFE BANK,
18 N.A.; YORK VILLAGE COMMUNITY
19 ASSOCIATION; and DOES 1 through 10,
20 inclusive; ROE CORPORATIONS 1 through
21 10, inclusive,

22 Defendants,

23 METLIFE HOME LOANS LLC,
24 SUCCESSOR BY MERGER TO METLIFE
25 BANK, N.A.,

26 Counterclaimant,

27 v.

28 RJRN HOLDINGS, LLC, a Nevada Limited
Liability Corporation,

Counter-defendant.

CASE NO. A-15-719913-C

DEPT NO. VIII

**PLAINTIFF'S ANSWER TO
METLIFE HOME LOANS LLC
SUCCESSOR BY MERGER TO
METLIFE BANK, N.A.'S
COUNTERCLAIMS**

1 Comes now, Plaintiff RJRN Holdings, LLC ("Plaintiff") by and through its Attorney of
2 Record, the Law Office of Mike Beede, PLLC and, Michael N. Beede, Esq., answers the
3 counterclaims brought by Defendant MetLife Home Loans LLC, successor by merger to
4 MetLife Bank, N.A. ("Defendant" or "MetLife") as follows:

5
6 **COUNTERCLAIMS**

7 **PARTIES**

- 8 1. Answering Paragraph 1, Plaintiff admits the allegations therein.
9 2. Answering Paragraph 2, Plaintiff admits the allegations therein.
10 3. Answering Paragraph 3, Plaintiff admits the allegations therein.

11 **JURISDICTION AND VENUE**

- 12 4. Answering Paragraph 4, Plaintiff replies that the allegations therein state a legal
13 conclusion, and as such do not require a response.
14 5. Answering Paragraph 5, Plaintiff admits the allegations therein.

15 **FACTUAL ALLEGATIONS**

- 16 6. Answering Paragraph 6, Plaintiff states the recorded document speaks for itself. To
17 the extent an answer is required, Plaintiff does not have sufficient information to
18 substantiate the document, therefore Plaintiff denies.
19 7. Answering Paragraph 7, Plaintiff admits the recorded document speaks for itself. To
20 the extent an answer is required, Plaintiff does not have sufficient information to
21 substantiate the document, therefore Plaintiff denies.
22 8. Answering Paragraph 8, Plaintiff admits the recorded document speaks for itself. To
23 the extent an answer is required, Plaintiff does not have sufficient information to
24 substantiate the document, therefore Plaintiff denies.
25 9. Answering Paragraph 9, Plaintiff states the recorded documents speak for themselves.
26 To the extent that any further response is required, Plaintiff denies the allegations
27 therein.
28 10. Answering Paragraph 10, Plaintiff states the recorded document speaks for itself.

1 11. Answering Paragraph 11, Plaintiff lacks sufficient information to form a belief as to
2 the truth or falsity of the allegations therein, and as such must deny same.

3 12. Answering Paragraph 12, Plaintiff lacks sufficient information to form a belief as to
4 the truth or falsity of the allegations therein, and as such must deny same.

5 13. Answering Paragraph 13, Plaintiff replies that the allegations therein state a legal
6 conclusion, and as such do not require a response. To the extent that any of the
7 allegations require a response, Plaintiff denies the allegations therein.

8 14. Answering Paragraph 14, Plaintiff replies that the allegations therein state a legal
9 conclusion, and as such do not require a response. To the extent that any of the
10 allegations require a response, Plaintiff denies the allegations therein.

11 15. Answering Paragraph 15, Plaintiff replies that the allegations therein state a legal
12 conclusion, and as such do not require a response. To the extent that any of the
13 allegations require a response, Plaintiff denies the allegations therein.

14 **FIRST CAUSE OF ACTION**
15 **(Counterclaim for Declaratory Relief Against Plaintiff and**
16 **Crossclaim for Declaratory Relief Against HOA)**

17 16. Answering Paragraph 16, Plaintiff repeats, re-alleges, and incorporates each of its
18 admissions, denials, or other responses to the previous paragraphs as if fully set forth
19 herein.

20 17. Answering Paragraph 17, Plaintiff admits the Court has the power and authority to
21 resolve all parties' rights to the Property. To the extent that the allegations require
22 further response, Plaintiff denies the remaining allegations therein.

23 18. Answering Paragraph 18, Plaintiff states the recorded documents speak for
24 themselves. To the extent an answer is required, Plaintiff does not have sufficient
25 information to substantiate the document, therefore Plaintiff denies.

26 19. Answering Paragraph 19, Plaintiff replies that the allegations therein state a legal
27 conclusion, and as such do not require a response. To the extent that any of the
28 allegations require a response, Plaintiff denies the allegations therein.

1 20. Answering Paragraph 20, Plaintiff replies that the allegations therein state a legal
2 conclusion, and as such do not require a response. To the extent that any of the
3 allegations require a response, Plaintiff denies the allegations therein.

4 21. Answering Paragraph 21, Plaintiff replies that the allegations therein state a legal
5 conclusion, and as such do not require a response. To the extent that any of the
6 allegations require a response, Plaintiff denies the allegations therein.

7 22. Answering Paragraph 22, Plaintiff replies that the allegations therein state a legal
8 conclusion, and as such do not require a response. To the extent that any of the
9 allegations require a response, Plaintiff denies the allegations therein.

10 23. Answering Paragraph 23, Plaintiff replies that the allegations therein state a legal
11 conclusion, and as such do not require a response. To the extent that any of the
12 allegations require a response, Plaintiff denies the allegations therein.

13 Plaintiff denies that Defendant MetLife is entitled to any of the relief sought in its Prayer
14 for Relief, and respectfully requests that Defendant MetLife take nothing by virtue of its
15 counterclaims.

16
17 **AFFIRMATIVE DEFENSES**

18 Plaintiff asserts the following additional affirmative defenses. Discovery and
19 investigation of this case is not yet complete, and Plaintiff reserves the right to amend this
20 Answer by adding, deleting, or amending defenses as may be appropriate. In further answer to
21 the Counterclaims, and by way of additional defenses, Plaintiff avers as follows:

22
23 **First Affirmative Defense**

24 **(Failure to State a Claim)**

25 Defendant has failed to state facts sufficient to constitute any cause of action against
26 Plaintiff.

27 //

28 //

(Deed is Conclusive Proof of Recitals)

- (a) Default, the mailing of the notice of delinquent assessment, and the recoding of the notice of default and election to sell;
- (b) The elapsing of the 90 days; and
- (c) The giving of notice of sale,

The Foreclosure Deed, details that all requirements of law pertaining to the Notice of Delinquent Assessment Lien, recording of the Notice of Default and Election to Sell, the elapsing of the 90 days, and the giving of notice of sale through mailing, posting, publication, and/or personal delivery of the Notice of Sale were complied with. Thus, no alleged defect in any of these categories can be rightfully challenged.

(Failure to Mitigate Damages)

Fourth Affirmative Defense

NRS 116 provides for the incorporation of any outstanding HOA Assessments into the unpaid principle balance of the deed of trust. Defendant failed to avail itself of this statutory remedy, and is thus responsible for the loss of its security interest.

(No Standing)

Sixth Affirmative Defense

Defendant may be barred to the extent it may be determined that Defendant comes to this Court with unclean hands.

1 **Seventh Affirmative Defense**

2 **(Seek Damages from the Appropriate or Necessary Party)**

3 If Defendant has suffered any damages from any party, it is from the HOA Trustee.
4 Plaintiff is a bona fide purchaser who purchased the Property under belief that no payment, or
5 offer of payment, of the super-priority lien had been tendered by any person. To the extent that
6 any offer to pay the super-priority lien is found, any damages should be sought from the HOA
7 Trustee, for which, money damages are sufficient to remedy the loss, if any, suffered by
8 Defendant.

9 **Eighth Affirmative Defense**

10 **(Defendant is Impermissibly Negligent)**

11 The damages suffered by Defendant, if any, are the direct and proximate result of its own
12 negligence and failure to adequately protect its security interest. NRS 116 provides remedies to
13 secured parties to protect lien interest. These remedies were not invoked. Defendant had the
14 information necessary to ascertain the super-priority amount, yet chose to attempt to pay less
15 than that which was due to secure its security interest.

16 **Ninth Affirmative Defense**

17 **(Assumption of Risk)**

18 Defendant, at all material times, calculated, knew and understood the risks inherent in the
19 situations, actions, omissions, and transactions upon which it now bases its various
20 counterclaims, and with such knowledge, Defendant undertook and thereby assumed such risks
21 and is consequently barred from all recovery by such assumption of risk.

22 **Tenth Affirmative Defense**

23 **(Attorneys Fees are Not Permissible)**

24 Defendant has failed to plead any facts which would entitle it to any award of attorneys
25 fees.

26 **Eleventh Affirmative Defense**

27 **(Lack of Privity)**

28 Defendant has no Privity with Plaintiff for any claims made in relation to any duties
which allegedly are owed to Defendant as a result of the deed of trust.

1 **Twelfth Affirmative Defense**

2 **(Purchaser Not Liable for "Surplus Proceeds")**

3 Pursuant to NRS 116.31166(2), "...The receipt for the purchase money contained in such
4 a deed is sufficient to discharge the purchaser from obligation to see to the proper application of
5 the purchase money." As such, Plaintiff is not liable for the proper distribution of the sale
6 proceeds.

7
8 **Thirteenth Affirmative Defense**

9 **(Additional Affirmative Defenses)**

10 Pursuant to NRCP 11, Plaintiff reserves the right to assert additional defenses in the event
11 discovery and/or investigation disclose the existence of other affirmative defenses.

12
13 DATED this 15th day of October, 2015.

14 THE LAW OFFICE OF MIKE BEEDE, PLLC

15
16 BY: 

17 MICHAEL BEEDE, ESQ.

18 Nevada State Bar No. 13068

19 ZACHARY CLAYTON, ESQ.

20 Nevada State Bar. No. 13464

21 2300 W Sahara Ave., Suite 420

22 Las Vegas, NV 89102

23 Telephone (702) 473-8406

24 *Attorney for Plaintiff*

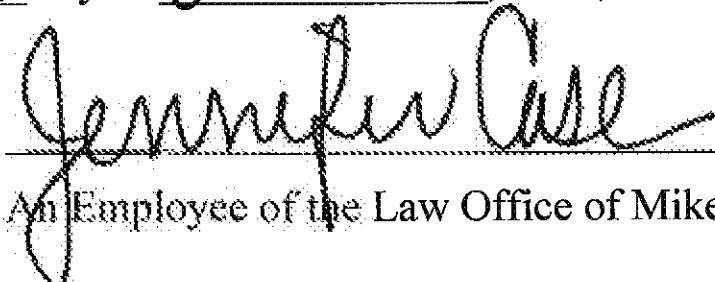
CERTIFICATE OF SERVICE

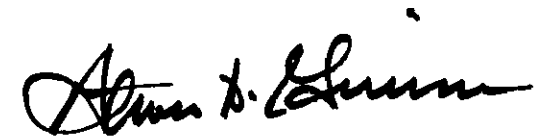
I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years old and am not a party to this action. My business address is Law Office of Mike Beede, PLLC, 2300 W. Sahara Ave., Suite 420, Las Vegas, NV 89102.

I HEREBY CERTIFY that on this 15th day of October, 2015, pursuant to the Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, via the Eighth Judicial District Court electronic filing system and in place of service by mail the **Plaintiff's Answer to Metlife Home Loans LLC Successor by Merger to Metlife Bank N.A.'s Counterclaims**, on the following parties and those listed on the Court's Master List in said action:

<u>Select All</u> <u>Select None</u>		
Gordon & Rees LLP		
Name	Email	Select
Gayle Angulo	gangulo@gordonrees.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Ballard Spahr		
Name	Email	Select
Abran Vigil	vigila@ballardspahr.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Las Vegas Docketing	lvdoctet@ballardspahr.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Ballard Spahr Andrews & Ingersoll, LLP		
Name	Email	Select
Sarah Walton	waltons@ballardspahr.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Ballard Spahr LLP		
Name	Email	Select
Catherine Wrangham-Rowe	wranghamrowec@ballardspahr.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Russell J. Burke	BurkeR@ballardspahr.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Gordon & Rees LLP		
Name	Email	Select
Ashlie Surur	asurur@gordonrees.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Robert Larsen	rlarsen@gordonrees.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Mike Beede Esq.		
Name	Email	Select
EService	EserviceLegal.V@gmail.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of service was executed by me on the 15 day of October, 2015, in Las Vegas, Nevada.


An Employee of the Law Office of Mike Beede



CLERK OF THE COURT

TDN
Michael Beede, Esq.
Nevada Bar No. 13068
Zachary Clayton, Esq.
Nevada Bar No. 13464
Law Office of Mike Beede
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
eservice@legallv.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS, LLC,

Plaintiff,

v.

CASE NO. A-15-719913-C

DEPT NO. VIII

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

METLIFE HOME LOANS LLC,
SUCCESSOR BY MERGER TO METLIFE
BANK, N.A.,

Counterclaimant,

v.

RJRN HOLDINGS, LLC, a Nevada Limited
Liability Corporation,

Counter-defendant.

THREE DAY NOTICE OF INTENT TO ENTER DEFAULT

1
2 TO: ALEX BALAGOT, Defendant,

3 **PLEASE TAKE NOTICE** that Plaintiff, RJRN HOLDINGS, LLC, will enter a
4 default against you unless an answer or other responsive pleading is filed within three (3)
5 days of the date of this notice.

6 DATED this 5th day of November, 2015.

7
8 LAW OFFICE OF MICHAEL BEEDE

9 BY: /s/Michael Beede

10 MICHAEL BEEDE, ESQ.

11 ZACHARY CLAYTON, ESQ.

12 Law Office of Michael Beede

2300 W. Sahara Ave., #420

Las Vegas, NV 89102

Phone: 702-473-8406

13 Fax: 702-832-0248

14 Attorney for Plaintiff

15
16
17 **CERTIFICATE OF SERVICE**

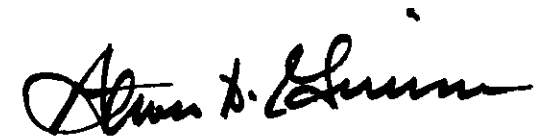
18
19 Pursuant to NRCP 5(b), I certify that I am an employee of the LAW OFFICE OF
20 MICHAEL BEEDE, PLLC and that on this 5th day of November, 2015, I served a copy of
21 the foregoing **THREE DAY NOTICE OF INTENT TO ENTER DEFAULT** as follows:

22
23 **X** U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class
24 postage prepaid and addressed as listed below; and/or

25 ALEX BALAGOT
8181 Amy Springs St.
26 Las Vegas, NV 89113

27 /s/Amanda Abril

28 An employee of the Law Office of Michael Beede



CLERK OF THE COURT

TDN
Michael Beede, Esq.
Nevada Bar No. 13068
Zachary Clayton, Esq.
Nevada Bar No. 13464
Law Office of Mike Beede
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
eservice@legallv.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS, LLC,

Plaintiff,

v.

CASE NO. A-15-719913-C

DEPT NO. VIII

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Defendants,

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BANK, N.A.,

Counterclaimant,

v.

RJRN HOLDINGS, LLC, a Nevada Limited
Liability Corporation,

Counter-defendant.

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2 TO: EDNA A. ALLAS, Defendant,

3 **PLEASE TAKE NOTICE** that Plaintiff, RJRN HOLDINGS, LLC, will enter a
4 default against you unless an answer or other responsive pleading is filed within three (3)
5 days of the date of this notice.

6 DATED this 5th day of November, 2015.

7
8 LAW OFFICE OF MICHAEL BEEDE

9 BY: /s/Michael Beede

10 MICHAEL BEEDE, ESQ.

11 ZACHARY CLAYTON, ESQ.

12 Law Office of Michael Beede

2300 W. Sahara Ave., #420

13 Las Vegas, NV 89102

14 Phone: 702-473-8406

15 Fax: 702-832-0248

16 Attorney for Plaintiff

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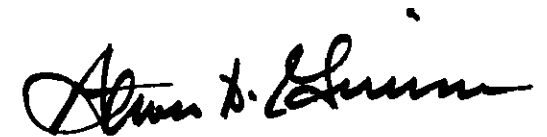
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25 EDNA A. ALLAS
8181 Amy Springs St.
26 Las Vegas, NV 89113

27 /s/Amanda Abril

28 An employee of the Law Office of Michael Beede



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Nevada Bar No. 13068
Zachary Clayton, Esq.
Nevada Bar No. 13464
Law Office of Mike Beede
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Las Vegas, NV 89102
Phone: 702-473-8406
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eservice@legallv.com
Attorney for Plaintiff

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CLARK COUNTY, NEVADA

RJRN HOLDINGS, LLC,

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Liability Corporation,

Counter-defendant.

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2 TO: ROWENA A. BALAGOT, Defendant,

3 **PLEASE TAKE NOTICE** that Plaintiff, RJRN HOLDINGS, LLC, will enter a
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5 days of the date of this notice.

6 DATED this 5th day of November, 2015.

7
8 LAW OFFICE OF MICHAEL BEEDE

9 BY: /s/Michael Beede

10 MICHAEL BEEDE, ESQ.

11 ZACHARY CLAYTON, ESQ.

12 Law Office of Michael Beede

2300 W. Sahara Ave., #420

Las Vegas, NV 89102

Phone: 702-473-8406

13 Fax: 702-832-0248

14 Attorney for Plaintiff

15
16
17 **CERTIFICATE OF SERVICE**

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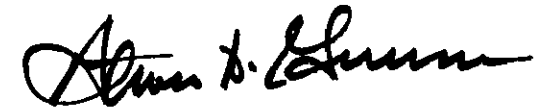
8181 Amy Springs St.

26 Las Vegas, NV 89113

27 /s/Amanda Abril

28 An employee of the Law Office of Michael Beede

ORIGINAL



CLERK OF THE COURT

ORD
Michael Beede, Esq.
Law Office of Michael Beede
Bar No. 13068
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
eservice@legallv.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

CASE NO. A-15-719913-C

DEPT NO. VIII



**AMENDED ORDER GRANTING EX PARTE MOTION TO ENLARGE TIME
FOR SERVICE OF PROCESS AND FOR AN ORDER FOR SERVICE BY
PUBLICATION AS TO ROWENA A. BALAGOT**

IT IS ORDERED that the Plaintiff shall be granted an additional 60 days to serve the Defendant; and

IT IS FURTHER ORDERED, that the Defendant may be served by Publication of the Summons and Amended Complaint at least once a week for four (4) consecutive weeks in a newspaper of general circulation, Nevada Legal News, published in Clark County, Nevada, and in addition thereto, a copy of the Summons and Amended Complaint shall be forthwith mailed to the Defendant at their last known addresses, 8181 Amy Springs St., Las Vegas,

1 NV 89113 and 8942 Oceanside Slopes Ave., Las Vegas, NV 89178, first class certified
2 mail, postage prepaid.

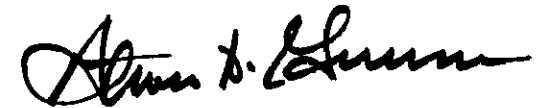
3 Dated this 14 day of December, 2015.

4
5 
6 DISTRICT COURT JUDGE 

7 Submitted by 

8 Mike Beede, Esq.
9 Bar No. 13068
10 Law Office of Mike Beede
11 2300 W. Sahara Ave. #420
12 Las Vegas, NV 89102
13 Attorney for Plaintiff
14
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ORIGINAL



CLERK OF THE COURT

ORD
Michael Beede, Esq.
Law Office of Michael Beede
Bar No. 13068
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
eservice@legallv.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

CASE NO. A-15-719913-C

DEPT NO. VIII

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,


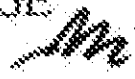
**AMENDED ORDER GRANTING EX PARTE MOTION TO ENLARGE TIME
FOR SERVICE OF PROCESS AND FOR AN ORDER FOR SERVICE BY
PUBLICATION AS TO EDNA A. ALLAS**

IT IS ORDERED that the Plaintiff shall be granted an additional 60 days to serve the Defendant; and


IT IS FURTHER ORDERED, that the Defendant may be served by Publication of the Summons and Amended Complaint at least once a week for four (4) consecutive weeks in a newspaper of general circulation, Nevada Legal News, published in Clark County, Nevada, and in addition thereto, a copy of the Summons and Amended Complaint shall be forthwith mailed to the Defendant at their last known addresses, 8181 Amy Springs St., Las Vegas,

1 NV 89113 and 8942 Oceanside Slopes Ave., Las Vegas, NV 89178, first class certified
2 mail, postage prepaid.

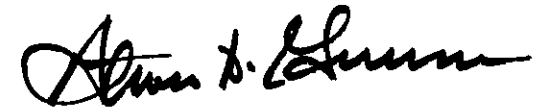
3 Dated this 14 day of December, 2015.

4
5 
DISTRICT COURT JUDGE 

6 Submitted by:

7 
8 Mike Beede, Esq.
9 Bar No. 13068
10 Law Office of Mike Beede
11 2300 W. Sahara Ave. #420
12 Las Vegas, NV 89102
13 Attorney for Plaintiff
14
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ORIGINAL



CLERK OF THE COURT

ORD
Michael Beede, Esq.
Law Office of Michael Beede
Bar No. 13068
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
eservice@legallv.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff

vs.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

CASE NO. A-15-719913-C

DEPT NO. VIII

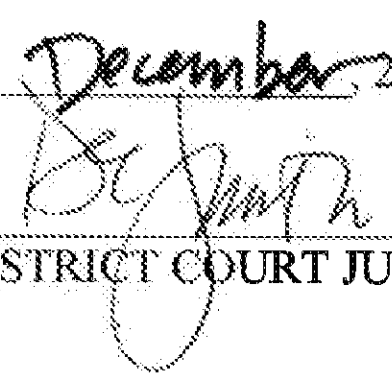

**AMENDED ORDER GRANTING EX PARTE MOTION TO ENLARGE TIME
FOR SERVICE OF PROCESS AND FOR AN ORDER FOR SERVICE BY
PUBLICATION AS TO ALEX BALAGOT**

IT IS ORDERED that the Plaintiff shall be granted an additional 60 days to serve the Defendant; and

IT IS FURTHER ORDERED, that the Defendant may be served by Publication of the Summons and Amended Complaint at least once a week for four (4) consecutive weeks in a newspaper of general circulation, Nevada Legal News, published in Clark County, Nevada, and in addition thereto, a copy of the Summons and Amended Complaint shall be forthwith mailed to the Defendant at their last known addresses, 8181 Amy Springs St., Las Vegas,

1 NV 89113 and 8942 Oceanside Slopes Ave., Las Vegas, NV 89178, first class certified
2 mail, postage prepaid.

3 Dated this 14 day of December 2015.

4
5 
6 DISTRICT COURT JUDGE 

7 Submitted by: 

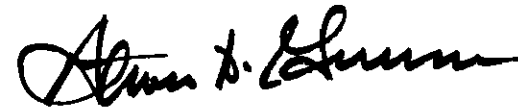
8 Mike Beede, Esq.
9 Bar No. 13068
10 Law Office of Mike Beede
11 2300 W. Sahara Ave. #420
12 Las Vegas, NV 89102
13 Attorney for Plaintiff
14
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REGISTER OF ACTIONS**CASE NO. A-15-719913-C****RJRN Holdings LLC, Plaintiff(s) vs. Edna Allas, Defendant(s)**§
§
§
§
§
§
§Case Type: **Other Title to Property**Date Filed: **06/15/2015**Location: **Department 8**Cross-Reference Case Number: **A719913**Supreme Court No.: **73163****PARTY INFORMATION****Lead Attorneys****Defendant Allas, Edna A****Defendant Balagot, Alex****Defendant Balagot, Rowena A****Defendant JP Morgan Chase Bank NA****Abran E. Vigil**
Retained
702-471-7000(W)**Defendant Metlife Home Loans****Robert S. Larsen**
Retained
702-577-9300(W)**Plaintiff RJRN Holdings LLC****Michael Beede**
Retained
702-473-8406(W)**EVENTS & ORDERS OF THE COURT**01/14/2016 **Minute Order** (4:30 PM) (Judicial Officer Smith, Douglas E.)**Minutes**

01/14/2016 4:30 PM

- After reviewing the record, the Court finds the following: The Complaint in this action was filed on June 15, 2015. That same day, an Amended Complaint was filed. On September 8, 2015, three orders were filed allowing Plaintiff to serve the Complaint on Defendants Edna Allas, Alex Balagot, and Rowena Balagot by means of publication. By mistake, these orders referred only to the Complaint rather than the Amended Complaint. Despite this typographical error in the three orders, Plaintiff correctly served the Amended Complaint on Defendants by means of publication, and the Affidavits of Publication were filed on October 14, 2015. On December 30, 2015, to correct the record, Plaintiff filed three amended orders granting service by publication of the Amended Complaint. Finally, the Court finds the typographical error in the September 8, 2015, orders did not negatively affect proper service by publication of the Amended Complaint, and the subsequent amended orders merely clarify the record. Therefore, the Court ordered service by publication was valid. CLERK'S NOTE: A copy of this minute order was distributed via mail to Defendants at the two last known addresses: 8181 Amy Springs St., Las Vegas, NV 89178 and 8942 Oceanside Slopes Avenue, Las Vegas, NV 89178; and via email to Michael Beede, Esq. (mike@legally.com),

[Return to Register of Actions](#)**APP0141**



CLERK OF THE COURT

DFT
Michael Beede, Esq.
Nevada Bar No. 13068
Zachary Clayton, Esq.
Nevada Bar No. 13464
Law Office of Mike Beede
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
eservice@legallv.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS, LLC,

Plaintiff,

v.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

METLIFE HOME LOANS LLC,
SUCCESSOR BY MERGER TO METLIFE
BANK, N.A.,

Counterclaimant,

v.

RJRN HOLDINGS, LLC, a Nevada Limited
Liability Corporation,

Counter-defendant.

CASE NO. A-15-719913-C

DEPT NO. VIII

DEFAULT

CLERK OF THE COURT

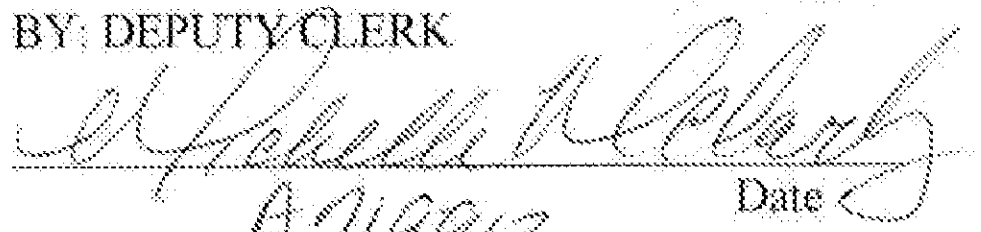
JAN 06 2016

RECEIVED

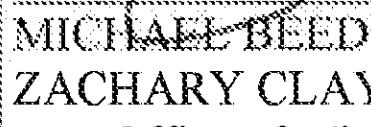
1 It appears from the files and records from the above entitled action, ALEX BALAGOT,
2 duly being served a copy of the Summons and Amended Complaint via Publication on the
3 September 16, 23, 30, October 7, and 14, 2015; that more than 20 days exclusive of the day of
4 service, having expired since service upon the Defendant; that no answer or other appearance
5 having been filed and no further time being granted, the Default of the above mentioned
6 Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby
7 entered.

8 STEVEN D. GRIERSON
CLERK OF THE COURT

9 BY: DEPUTY CLERK

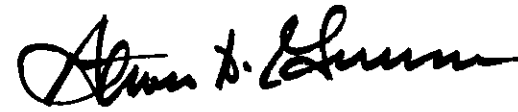
10 
Date

11 Submitted by:

12 
13 MICHAEL BEEDE, ESQ.
14 ZACHARY CLAYTON, ESQ.
15 Law Office of Michael Beede
2300 W. Sahara Ave., #420
16 Las Vegas, NV 89102
17 Phone: 702-473-8406
Fax: 702-832-0248
Attorney for Plaintiff

18 MICHELLE MCCARTHY
MICHELLE MCCARTHY

19 JAN 20 2016



CLERK OF THE COURT

DFT
Michael Beede, Esq.
Nevada Bar No. 13068
Zachary Clayton, Esq.
Nevada Bar No. 13464
Law Office of Mike Beede
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
eservice@legallv.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS, LLC,

Plaintiff,

v.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

METLIFE HOME LOANS LLC,
SUCCESSOR BY MERGER TO METLIFE
BANK, N.A.,

Counterclaimant,

v.

RJRN HOLDINGS, LLC, a Nevada Limited
Liability Corporation,

Counter-defendant.

CASE NO. A-15-719913-C

DEPT NO. VIII

DEFAULT


CLERK OF THE COURT

RECEIVED
JAN 06 2016

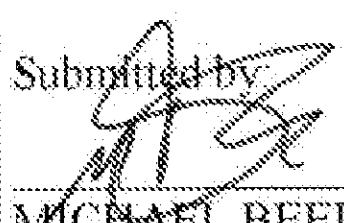
1 It appears from the files and records from the above entitled action, EDNA A. ALLAS,
2 duly being served a copy of the Summons and Amended Complaint via Publication on the
3 September 16, 23, 30, October 7, and 14, 2015; that more than 20 days exclusive of the day of
4 service, having expired since service upon the Defendant; that no answer or other appearance
5 having been filed and no further time being granted, the Default of the above mentioned
6 Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby
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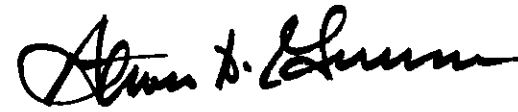
8 STEVEN D. GRIERSON
CLERK OF THE COURT

9 BY: DEPUTY CLERK

10 
11 Date
12 A99913
MICHELLE MCCARTHY JAN 20 2016

11 Submitted by

12 
13 MICHAEL BEEDE, ESQ.
14 ZACHARY CLAYTON, ESQ.
15 Law Office of Michael Beede
2300 W. Sahara Ave., #420
16 Las Vegas, NV 89102
17 Phone: 702-473-8406
Fax: 702-832-0248
Attorney for Plaintiff



CLERK OF THE COURT

DFT
Michael Beede, Esq.
Nevada Bar No. 13068
Zachary Clayton, Esq.
Nevada Bar No. 13464
Law Office of Mike Beede
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Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
eservice@legallv.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS, LLC,

Plaintiff,

v.

CASE NO. A-15-719913-C

DEPT NO. VIII

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
inclusive,

Defendants,

DEFAULT

METLIFE HOME LOANS LLC,
SUCCESSOR BY MERGER TO METLIFE
BANK, N.A.,

Counterclaimant,

v.

RJRN HOLDINGS, LLC, a Nevada Limited
Liability Corporation,

Counter-defendant.

RECEIVED
JAN 06 2016
CLERK OF THE COURT

RECEIVED
DEC 04 2015
CLERK OF THE COURT

1 It appears from the files and records from the above entitled action, ROWENA A.
2 BALAGOT, duly being served a copy of the Summons and Amended Complaint via
3 Publication on the September 16, 23, 30, October 7, and 14, 2015; that more than 20 days
4 exclusive of the day of service, having expired since service upon the Defendant; that no answer
5 or other appearance having been filed and no further time being granted, the Default of the
6 above mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint
7 shall be hereby entered.

8 STEVEN D. GRIERSON
CLERK OF THE COURT

9 BY: DEPUTY CLERK

10 

11 *AT 9913*


Date

12 JAN 20 2016

13 MICHELLE MCCARTHY

JAN 20 2016

14 Submitted by:

15 
16 MICHAEL BEEDE, ESQ.
17 ZACHARY CLAYTON, ESQ.
18 Law Office of Michael Beede
19 2300 W. Sahara Ave., #420
20 Las Vegas, NV 89102
21 Phone: 702-473-8406
22 Fax: 702-832-0248
23 Attorney for Plaintiff
24
25
26
27
28


CLERK OF THE COURT

1 **NECC**
2 MICHAEL N. BEEDE, ESQ.
3 Nevada State Bar No. 13068
4 ZACHARY CLAYTON, ESQ.
5 Nevada State Bar No. 13464
6 **THE LAW OFFICE OF MIKE BEEDE, PLLC**
7 2300 W Sahara Ave., Suite 420
8 Las Vegas, NV 89102
9 Telephone (702) 473-8406
10 Facsimile (702) 832-0248
11 *Attorneys for Plaintiff*

12 DISTRICT COURT
13 CLARK COUNTY, NEVADA

14 RJRN HOLDINGS LLC,
15 Plaintiff,
16 vs.

CASE NO. A-15-719913-C
DEPT NO. VIII

17 EDNA A. ALLAS; ALEX BALAGOT;
18 ROWENA A. BALAGOT; JPMORGAN
19 CHASE BANK N.A.; METLIFE HOME
20 LOANS, A DIVISION OF METLIFE BANK,
21 N.A.; NEVADA ASSOCIATION
22 SERVICES, INC.; YORK VILLAGE
23 COMMUNITY ASSOCIATION; and DOES
24 1 through 10, inclusive; ROE
25 CORPORATIONS 1 through 10, inclusive,
26 Defendants,

27 **NOTICE OF EARLY CASE CONFERENCE**

28 TO: ALL DEFENDANTS

PLEASE TAKE NOTICE that you and each of you are hereby notified that pursuant to
NRCP 16.1 an Early Case Conference has been scheduled for the 5th day of February, 2016 at

1 11:00am at The Law Office of Mike Beede, 2300 West Sahara Avenue, Suite 420, Las Vegas,
2 NV 89102.

3 You are invited to bring your files and participate in the conference.

4 Dated this 4th day of February, 2016.

5
6 THE LAW OFFICE OF MIKE BEEDE, PLLC

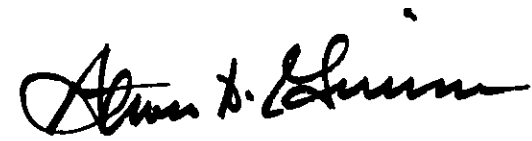
7 By: /s/Michael N. Beede
8 Michael N. Beede, Esq.
9 Nevada Bar No. 13068
10 Zachary Clayton, Esq.
11 Nevada Bar No. 13464
12 2300 W Sahara Ave., Suite 420
13 Las Vegas, NV 89102
14 Telephone (702) 473-8406
15 Facsimile (702) 832-0248
16 *Attorney for Plaintiff*
17
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of The Law Office of Mike Beede, PLLC and that on the 4th day of February, 2016, I did cause a true and correct copy of the foregoing **NOTICE OF EARLY CASE CONFERENCE** to be served upon each of the parties listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System:

<u>Select All</u> <u>Select None</u>			
Gordon & Rees LLP			
Name	Email	Select	
Gayle Angulo	gangulo@gordonrees.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ballard Spahr			
Name	Email	Select	
Abran Vigil	avigla@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Las Vegas Docketing	lvdocket@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ballard Spahr Andrews & Ingersoll, LLP			
Name	Email	Select	
Sarah Walton	swalton@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ballard Spahr LLP			
Name	Email	Select	
Catherine Wrangham-Rowe	cwranghamrowe@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Russell J. Burke	BurkeR@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Gordon & Rees LLP			
Name	Email	Select	
Ashlie Surur	asurur@gordonrees.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Robert Larsen	rlarsen@gordonrees.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mike Beede Esq.			
Name	Email	Select	
EService	EserviceLegalLV@gmail.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

By: /s/J. Case
An Employee of The Law Offices of
Mike Beede, PLLC



CLERK OF THE COURT

JCCR

MICHAEL N. BEEDE, ESQ.

Nevada State Bar No. 13068

ZACHARY CLAYTON, ESQ.

Nevada State Bar No. 13464

THE LAW OFFICE OF MIKE BEEDE, PLLC

2300 W Sahara Ave., Suite 420

Las Vegas, NV 89102

eservice@legallv.com

Telephone (702) 473-8406

Facsimile (702) 832-0248

Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

CASE NO. A-15-719913-C

DEPT NO. VIII

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; NEVADA ASSOCIATION
SERVICES, INC.; YORK VILLAGE
COMMUNITY ASSOCIATION; and DOES
1 through 10, inclusive; ROE
CORPORATIONS 1 through 10, inclusive,

Defendants,

JOINT CASE CONFERENCE REPORT

DISCOVERY PLANNING/DISPUTE CONFERENCE

REQUESTED: NO

SETTLEMENT CONFERENCE REQUESTED: NO

A Settlement Conference is not requested at this time; however, parties herein reserve the right to request a settlement conference as Discovery continues.

1 I.

2 **PROCEEDINGS PRIOR TO CASE CONFERENCE REPORT**

3 **A. DATE OF FILING OF COMPLAINT:**

4 Plaintiff's Amended Complaint: June 15, 2015.

5 **B. DATE OF FILING OF ANSWER BY EACH PARTY:**

6 Defendant, JPMorgan Chase Bank N.A., Answer to Plaintiff's Complaint:

7 August 25, 2015.

8 Defendant, MetLife Home Loans, Answer to Plaintiff's Complaint and Counter-
9 Claim: September 24, 2015

10 Plaintiff's Answer to Defendant's Counter-Claim: October 15, 2015.

11 **C. DATE THAT EARLY CASE CONFERENCE WAS HELD AND WHO**
12 **ATTENDED:**

13 The Early Case Conference was held on September 9, 2015 at 2:00 PM at The
14 Law Office of Mike Beede, 2300 West Sahara Ave, Suite 420, Las Vegas, NV 89102
15 between Russell Burke, Esq. Attorney for Defendant, JPMorgan Chase Bank, N.A., and
16 Mike Beede, Esq. Attorney for Plaintiff, RJRN Holdings, LLC.

17 II.

18 **A BRIEF DESCRIPTION OF THE NATURE OF THE**
19 **ACTION AND EACH CLAIM FOR RELIEF OR DEFENSE: [16.1 (c)(1)]**

20 **A. DESCRIPTION OF THE ACTION:**

21 Quiet Title Action.

22 **B. CLAIMS FOR RELIEF:**

- 23 1. Plaintiff seeks declaratory relief and quiet title pursuant to NRS 30.010, et. Seq. and
24 NRS 116 et. Seq.
- 25 2. Plaintiff seeks a Preliminary and Permanent Injunction against all Defendants
26 prohibiting them from foreclosing on the property relating to any of their purported
27 liens.
- 28

1 3. Plaintiff seeks relief for the detrimental effect the slander to title by Defendants has
2 had on Plaintiff's ability to utilize the subject property.

3 **C. AFFIRMATIVE DEFENSES:**

4 **Defendants JPMorgan Chase Bank N.A.'s Defenses:**

- 5 1. The Amended Complaint fails to state a claim upon which relief can be granted.
- 6 2. The Amended Complaint is barred or limited by the doctrines of estoppel,
7 waiver, and/or release.
- 8 3. The claims are barred or limited by the doctrines of unclean hands, and failure
9 to do equity.
- 10 4. The Amended Complaint is barred by the applicable periods of limitation,
11 laches, or otherwise by the passage of time.
- 12 5. The actions complained of, and the resulting damages, if any, are the result of
13 third parties over whom Chase has no control, and Chase has no responsibility
14 or liability for such parties' acts or omissions.
- 15 6. The York Village Community Association (the "Association") and/or its agents
16 failed to provide Chase with all necessary notices pursuant to NRS Chapter 116,
17 NRS Chapter 107, and/or the Declaration of Covenants, Conditions and
18 Restrictions and Reservation of Easements ("CC&Rs") for the Association, as
19 applicable.
- 20 7. The sale of the subject property is void, because the Board of Directors for the
21 Association failed to provide notice and hearing pursuant to the Association's
22 CC&Rs.
- 23 8. The sale of the subject property is void, because the Board of Directors for the
24 Association failed to record the minutes of the meeting, if any, pursuant to NRS
25 116.3108 and 116.31085, wherein the Board of Directors for Association
26 determined to foreclose upon the subject property.
- 27 9. Plaintiff has failed to name each party necessary and/or indispensable for full
28 and adequate relief pursuant to N.R.C.P. 19.

10. The alleged Association's foreclosure sale was not reasonable, and the circumstances of the sale of the property violated the Association's obligation of good faith under NRS 116.1113 and duty to act in a reasonable manner.
11. Plaintiff, and all of plaintiff's successors in interest, purchased the property with notice of the interest of the senior deed of trust recorded against the property and is not a bona fide purchaser for value.
12. To the extent that plaintiff's interpretation of NRS Chapter 116 is accurate, then the statutes and Chapter 116 as a whole are void for vagueness.
13. Plaintiff's claims are barred by the Due Process Clause of the Nevada Constitution and the United States Constitution and the Takings Clause of the United States Constitution.
14. The Association foreclosure sale is void or otherwise insufficient to extinguish the deed of trust based on the failure to provide proper notice of the "super-priority" assessment amounts in accordance with the requirements of NRS Chapter 116, federal law, and constitutional law.
15. The foreclosure sale is a voidable fraudulent transfer under the Uniform Fraudulent Transfer Act (NRS 112.140 et seq.).
16. The foreclosure sale is void to the extent the Association foreclosed on an alleged lien comprised of assessments and/or other charges discharged in bankruptcy.
17. NRS 116.3116, on its face, violates the due process requirements of the United States Constitution and the Nevada Constitution.

Defendants MetLife Home LLC Affirmative Defenses:

1. Plaintiff has failed to state facts sufficient to constitute any cause of action against MLHL.
2. Plaintiff has failed to state a claim upon which relief can be granted.
3. Plaintiffs claims are barred or limited by the doctrine of unclean hands.

- 1 4. Plaintiffs claims are barred or limited by the doctrine of estoppel, waiver,
2 and/or release.
- 3 5. Plaintiffs claims are barred or limited by accord and satisfaction.
- 4 6. Plaintiffs claims are barred or limited by the applicable statute of limitations.
- 5 7. The super-priority lien was satisfied prior to the homeowners' association
6 foreclosure.
- 7 8. Plaintiff has failed, refused and neglected to take reasonable steps to mitigate
8 its alleged damages, if any, thus barring or diminishing Plaintiffs recovery
9 herein.
- 10 9. Plaintiff lacks standing to bring some or all of its claims and causes of action.
- 11 10. Plaintiff purchased the property with record notice of the interest of the senior
12 deed of trust recorded against the property.
- 13 11. The alleged damages, if any, which Counterclaimant has suffered, are caused
14 in whole or in part by the acts or omissions of Counterclaimant or its agents
15 and representatives.
- 16 12. The homeowners' association foreclosure sale is void for failure to comply
17 with the provisions of Chapter NRS 116, and other provisions of law.
- 18 13. The injuries and alleged damages of which Plaintiff complains were
19 proximately caused, or contributed to, by the acts of other persons and/or
20 entities, and that said acts were an intervening and superseding cause of the
21 alleged damages, if any, of which Plaintiff complains, thus barring Plaintiff
22 from any recovery against MLHL.
- 23 14. The actions complained of, and the resulting damages, if any, are the result of
24 third parties over which MLHL has no control, and MLHL has no
25 responsibility or liability for such parties' acts or omissions.
- 26 15. Plaintiff has failed to name each party necessary and/or indispensable for full
27 and adequate relief pursuant to NRCP 19.
- 28

1 16. MLHL engaged in no acts or omissions relevant to the subject matter of the
2 Plaintiff such as would create any liability whatsoever on its part to Plaintiff.

3 17. MLHL denies each and every allegation of the Amended Complaint not
4 specifically admitted or otherwise plead herein.

5 18. In the event further investigation or discovery reveals the applicability of any
6 such defenses, MLHL reserves the right to seek leave to amend this answer to
7 specifically assert any such defense. Such defenses are herein incorporated by
8 reference for the specific purpose of not waiving any such defense.

9 19. Plaintiff is barred from recovering any special damages herein for failure to
10 specifically allege the items of special damages claims, pursuant to NRCP
11 9(g).

12 **D. COUNTERCLAIMS**

13 **Defendants, MetLife Home Loans, Counter-claims:**

14 **a. DESCRIPTION OF THE ACTION:**

15 Quiet Title Action.

16 **b. CLAIMS FOR RELIEF:**

17 1. Plaintiff seeks declaratory relief against Plaintiff and the HOA pursuant to NRS 30.010
18 et seq.

19 **c. AFFIRMATIVE DEFENSES:**

20 **Plaintiff, RJRN Holdings, LLC's Affirmative Defenses:**

21 1. Defendant has failed to state facts sufficient to constitute any cause of action
22 against Plaintiff.

23 2. NRS 116.31166 makes expressly clear that those recitals in the foreclosure deed,
24 as they pertain to:

25 a. Default, the mailing of the notice of delinquent assessment, and the
26 recoding of the notice of default and election to sell;

27 b. The elapsing of the 90 days; and

28 c. The giving of notice of sale,

1 are conclusive proof of the matters recited.

2 The Foreclosure Deed, details that all requirements of law pertaining to the Notice
3 of Delinquent Assessment Lien, recording of the Notice of Default and Election
4 to Sell, the elapsing of the 90 days, and the giving of notice of sale through
5 mailing, posting, publication, and/or personal delivery of the Notice Sale were
6 complied with. Thus no alleged defect in any of these categories can be rightfully
7 challenged.

8 3. Defendant's claims are barred in whole or in part because of its failure to take
9 reasonable steps to mitigate damages, if any.

10 4. NRS 116 provides for the incorporation of any outstanding HOA Assessments
11 into the unpaid principle balance of the deed of trust. Defendant failed to avail
12 itself of this statutory remedy, and is thus responsible for the loss of its security
13 interest.

14 5. Defendant lacks standing to bring some or all of its claims and causes of action.

15 6. Defendant may be barred to the extent it may be determined that Defendant
16 comes to this Court with unclean hands.

17 7. If Defendant has suffered any damages from any party, it is from the HOA
18 Trustee. Plaintiff is a bona fide purchaser who purchased the property under the
19 belief that no payment, or offer of payment, of the super-priority lien had been
20 tendered by any person. To the extent that any offer to pay the super-priority lien
21 is found, any damages should be sought from the HOA Trustee, for which, money
22 damages are sufficient to remedy the loss, if any, suffered by the Defendant.

23 8. The damages suffered by Defendant, if any, are the direct and proximate result of
24 its own negligence and failure to adequately protect its security interest. NRS 116
25 provides remedies to secured parties to protect lien interest. These remedies were
26 not invoked. Defendant had the information necessary to ascertain the super-
27 priority amount, yet chose to attempt to pay less than that which was due to secure
28 its security interest.

- 1 9. Defendant, at all material times, calculated, knew and understood the risks
2 inherent in the situations, actions, omissions, and transactions upon which it now
3 bases its various counterclaims, and with such knowledge, Defendant undertook
4 and thereby assumed such risks and is consequently barred from all recovery by
5 such assumption of risk.
- 6 10. Defendant has failed to plead any facts which would entitle it to any award of
7 attorney's fees.
- 8 11. Defendant has no Privity with Plaintiff for any claims made in relation to any
9 duties which allegedly are owed to Defendant as a result of the deed of trust.
- 10 12. Pursuant to NRS 116.31166(2), "...The receipt for the purchase money contained
11 in such a deed is sufficient to discharge the purchaser from obligation to see to the
12 proper application of the purchase money." As such, Plaintiff is not liable for the
13 proper distribution of the sale proceeds.
- 14 13. Pursuant to NRCP 11, Plaintiff reserves the right to assert additional defenses in
15 the event discovery and/or investigation disclose the existence of other affirmative
16 defenses.

17
18 **III.**

19 **LIST OF ALL DOCUMENTS, DATA COMPILATIONS**
20 **AND TANGIBLE THINGS IN THE POSSESSION, CUSTODY OR**
21 **CONTROL OF EACH PARTY WHICH WERE IDENTIFIED OR PROVIDED**
22 **AT THE EARLY CASE CONFERENCE OR AS A RESULT**
23 **THEREOF: [16.1 (a)(1)(B) & 16.1 (c)(4)]**

24 **A. PLAINTIFF**

- 25 1. Foreclosure Deed Upon Sale, **attached hereto and Bates stamped as numbers**
RJRN0001 through RJRN0003.
- 26 2. Quitclaim Deed, **attached hereto and Bates stamped as numbers RJRN0004**
through RJRN0005.
- 27 3. Quitclaim Deed, **attached hereto and Bates stamped as numbers RJRN0006**
28 **through RJRN0008.**

4. Deed of Trust, **attached hereto and Bates stamped as numbers RJRN0009 through RJRN0020.**
5. Planned Unit Development Rider, **attached hereto and Bates stamped as numbers RJRN0021 through RJRN0023.**
6. Corporate Assignment of Deed of Trust, **attached hereto and Bates stamped as numbers RJRN0024 through RJRN0025.**
7. Substitution of Trustee, **attached hereto and Bates stamped as numbers RJRN0026.**
8. Corrective Corporate Assignment of Deed of Trust, **attached hereto and Bates stamped as numbers RJRN0027 through RJRN0028.**
9. Notice of Delinquent Assessment Lien, **attached hereto and Bates stamped as numbers RJRN0029.**
10. Notice of Default and Election to Sell Under HOA Lien, **attached hereto and Bates stamped as numbers RJRN0030 through RJRN0031.**

Plaintiff reserves the right to use any and all pleadings and papers on file in this action.

As discovery is ongoing, Plaintiff reserves the right to use any documents listed by any other party to this action, and the right to supplement this list.

Plaintiff reserves the right to object to the admissibility of any documents.

B. DEFENDANT, JPMORGAN CHASE BANK N.A.

	Document	Chase Bates Label No.
1.	Deed of Trust, dated 04/28/2009	Chase-Allas-000001-15
2.	Corporate Assignment of Deed of Trust, dated 02/17/2012	Chase-Allas-000016-17
3.	Substitution of Trustee, dated 05/01/2012	Chase-Allas-000018
4.	Foreclosure Deed, dated 10/19/2012	Chase-Allas-000019-21
5.	Quitclaim Deed, dated 06/07/2013	Chase-Allas-000022-23
6.	Corrective Assignment of Deed of trust, dated 08/12/2013	Chase-Allas-000026-28
7.	Quitclaim Deed, dated 02/10/2014	Chase-Allas-000026-28
8.	Nevada Assignment of Deed of Trust, dated 09/23/2015	Chase-Allas-000029-30
9.	Nevada Assignment of Deed of Trust, dated 09/23/2015	Chase-Allas-000031-32
10.	Grant, Bargain, Sale Deed 06/08/2009	Chase-Allas-000033-36

1 IV.

2 **LIST OF PERSONS IDENTIFIED BY EACH PARTY AS LIKELY**
3 **TO HAVE INFORMATION DISCOVERABLE UNDER RULE 26(b),**
4 **INCLUDING IMPEACHMENT OR REBUTTAL WITNESSES:**

5 [16.1 (a)(1)(A) & 16.1(c)(3)]

6 **A. PLAINTIFF**

7 Plaintiff RJRN HOLDINGS, LLC, hereinafter referred to as “Plaintiff” by and through its
8 attorney of record, the Law Office of Mike Beede, and Michael Beede, Esq., hereby produces the
9 following witness list and exhibits, pursuant to NRCP 16.1:

10 **A. Individuals Likely to Have Discoverable Information**

- 11
- 12 1. NRCP 30(b)(6) witness for RJRN Holdings, LLC
13 c/o Michael Beede, Esq.
14 2300 W. Sahara Ave, Suite 420
15 Las Vegas, Nevada 89102
Tel: (702) 473-8406

16 Will testify regarding its knowledge of the facts and circumstances related to the
17 allegations set forth in the Complaint, and the other pleadings and papers on file
18 in this action, including but not limited to the claim of RJRN HOLDINGS, LLC,
19 of which he is a manager, to the subject property and the circumstances giving
rise to the purchase of the subject property by RJRN HOLDINGS, LLC.

- 20 2. Edna A. Allas
21 Address: Unknown
Tel: Unknown

22 Will testify regarding her knowledge of the facts and circumstances related to the
23 allegations set forth in the Complaint, and the other pleadings and papers on file
24 in this action, including but not limited to the default in payment of obligations to
the Homeowner’s Association, the nature of the obligations owed, and the
25 procedures followed in the foreclosure process including the giving of notices.

- 26 3. Alex Balagot
27 Address: Unknown
28 Tel: Unknown

1 Will testify regarding his knowledge of the facts and circumstances related to the
2 allegations set forth in the Complaint, and the other pleadings and papers on file
3 in this action, including but not limited to the default in payment of obligations to
4 the Homeowner's Association, the nature of the obligations owed, and the
5 procedures followed in the foreclosure process including the giving of notices.

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4. Rowena A. Balagot
Address: Unknown
Tel: Unknown

Will testify regarding her knowledge of the facts and circumstances related to the
allegations set forth in the Complaint, and the other pleadings and papers on file
in this action, including but not limited to the default in payment of obligations to
the Homeowner's Association, the nature of the obligations owed, and the
procedures followed in the foreclosure process including the giving of notices.

5. NRCP 30(b)(6) witness for York Village Community Association
c/o Las Vegas Valley Community Management LLC
7571 Tule Springs Rd
Las Vegas, NV 89131

Is expected to testify regarding the facts and circumstances surrounding the
subject sale, including but not limited to the default by the homeowner, the nature
and amounts due under the lien, the giving of notice, the appointment of agent to
conduct the collection activity including foreclosure. He/she may also testify
regarding the policies of the homeowners association in place at the time of the
sale.

6. NRCP 30(b)(6) witness for Las Vegas Valley Community Management LLC
7571 Tule Springs Rd.
Las Vegas, NV 89131

Is expected to testify regarding the facts and circumstances surrounding the
subject sale, including but not limited to the default by the homeowner, the nature
and amounts due under the lien, the giving of notice, the appointment of agent to
conduct the collection activity including foreclosure. He/she may also testify
regarding the policies of the homeowners association in place at the time of the
sale.

7. NRCP 30(b)(6) witness for Nevada Association Services, Inc.
c/o Chris Yergensen, Esq.
6224 West Desert Inn Road
Las Vegas, NV 89146

Is expected to testify regarding the facts and circumstances surrounding the
subject sale, including but not limited to the default by the homeowner, the nature

1 and amounts due under the lien, the giving of notice, and the appointment of agent
2 to conduct the collection activity including foreclosure. He/she may also testify
3 regarding the policies of the homeowners association in place at the time of the
4 sale.

- 5 8. NRCP 30(b)(6) witness for JPMorgan Chase Bank NA
6 c/o Abran E. Vigil
7 100 North City Parkway
8 Las Vegas, NV 89106
9 (702) 471-7000

10 Is expected to testify regarding the interest it held prior to the subject sale, its
11 policies and procedures relative to Homeowner Association Liens, efforts it made
12 to mitigate its damages, notice it received whether actual, constructive or record,
13 and its conduct both before and following the sale with regards to the subject
14 property.

- 15 9. NRCP 30(b)(6) witness for Metlife Home Loans
16 c/o Robert S. Larsen
17 3770 Howard Hughes Pkwy
18 Las Vegas, NV 89169

19 Is expected to testify regarding the interest it held prior to the subject sale, its
20 policies and procedures relative to Homeowner Association Liens, efforts it made
21 to mitigate its damages, notice it received whether actual, constructive or record,
22 and its conduct both before and following the sale with regards to the subject
23 property.

24 Plaintiff identifies and incorporates into their list of witnesses any and all witnesses
25 identified by Defendants and/or all other parties to this action.

26 Plaintiff identifies and incorporates into their list of witnesses any and all witnesses
27 needed for rebuttal and/or impeachment.

28 Plaintiff identifies and incorporates into their list of witnesses with any persons, including
but not limited to custodians of records and other originators, needed for authentication or
foundation of the documents or other exhibits identified by any party.

Plaintiff identifies and incorporates into their list of witnesses each and every witness
whose identity is discovered through the course of discovery in this case.

Plaintiff reserves the right to supplement their list of witnesses with any additional
persons who become known as discovery continues.

1 **B. DEFENDANTS, JPMORGAN CHASE BANK N.A.**

2 Defendant JPMorgan Chase Bank, N.A. ("Chase" or "Defendant"), through Ballard
3 Spahr, LLP, its counsel of record, submits the following initial disclosures of witnesses and
4 documents pursuant to NRCP 16.1

- 5
- 6 1. Rule 30(b)(6) Designee and Custodian of Records for Plaintiff RJRN
7 Holdings LLC
8 c/o Mike Beede, Esq.
9 The Law Office of Mike Beede
10 2300 W. Sahara Ave., Suite 420
11 Las Vegas, Nevada 89102
12 (702) 473-8406

13 Chase anticipates that the Rule 30(b)(6) Designee and Custodian of Records
14 will testify regarding the transaction that is the subject of this litigation;
15 communications and relationships Plaintiff RJRN Holdings, LLC ("RJRN") had
16 with Nevada Association Services, Inc. ("NAS"), York Village Community
17 Association (the "Association"), Rex Archambault, Platinum Realty & Holdings
18 LLC, and borrower Edna Allas; the consideration, if any, paid to Rex Archambault
19 for the property that is the subject of this litigation; and any other matters related
20 to the claims and defenses in this case.

- 21 2. Rex Archambault
22 524 N. Ada St.
23 Chicago, Illinois 60642-6438

24 Rex Archambault is believed to have knowledge regarding the transaction
25 that is the subject of this litigation; communications and relationships Rex
26 Archambault had with Platinum Realty & Holdings, LLC, NAS, the Association,
27 RJRN, Edna Allas; the consideration, if any, paid at the Association foreclosure
28 sale; the consideration, if any, paid by RJRN to Rex Archambault; and any other
 matters related to the claims and defenses in this case.

3. Rule 30(b)(6) Designee and Custodian of Records for Platinum Realty
 & Holdings LLC
 c/o Shari Culotta
 2330 Paseo del Prado C-112
 Las Vegas, Nevada 89102

 Chase anticipates the Rule 30(b)(6) designee for Platinum Realty & Holdings
 LLC will testify regarding the transaction that is the subject of this litigation;
 communications and relationships that Platinum Realty & Holdings LLC had with

1 RJRN, NAS, the Association, Rex Archambault, and borrower Edna Allas; the
2 consideration, if any, paid at the Association foreclosure sale; the consideration, if
3 any paid by Rex Archambault; and any other matters related to the claims and
4 defenses in this case.

4 4. Edna Allas

Address not known at this time

5 Chase anticipates that former owner Edna Allas will testify regarding her
6 former ownership of the subject property; notices related to the subject property;
7 communications with LVDG, ACS, FATSS, Chase, and/or the Association, if any;
8 and any other matters related to the claims and defenses in this case.

9 5. Rule 30(b)(6) Designee and Custodian of Records for Nevada

Association Services, Inc.

224 W. Desert Inn Road

Las Vegas, Nevada 89146

(702) 804-8885

12 Chase anticipates that the Rule (b)(6) Designee and Custodian of Records will
13 testify regarding NAS's involvement with the subject property; notices related to
14 the subject property; the Association sale for the subject property; the Association's
15 declarations of covenants, conditions and restrictions, bylaws, rules, procedures,
16 policies, patterns, and ACS's practices, and understandings related to NRS Chapter
17 116.3116 et seq. (including, without limitation, the statute's notice and sale
18 provisions); communications and relationships with the subject property's owner
19 and/or residents, RJRN, the Association, the Association purchaser(s), Rex
20 Archambault, and Chase; the declaration of default by the Association, if any; the
21 basis for the purported Association lien under which the subject property was
22 offered for sale; the alleged Association foreclosure sale as well as any continuations
23 of the foreclosure date; the basis for purporting to extinguish the first deed of trust;
24 any pronouncements made at the foreclosure sale; and any other matters related to
25 the claims and defenses in this case.

21 6. Misty Blanchard

c/o NAS

224 W. Desert Inn Road

Las Vegas, Nevada 89146

(702) 804-8885

25 Chase anticipates that Ms. Blanchard will testify regarding her work for
26 NAS, including, without limitation, her involvement with the subject property, the
27 Association foreclosure sale, and the Association's foreclosure notices, including,
28 without limitation, the "Notice of Delinquent Assessment Lien," "Notice of Default
and Election to Sell Under Homeowners Association Lien," "Notice of Trustee's
Sale," and "Trustee's Deed Upon Sale."

1 7. Rule 30(b)(6) Designee and Custodian of Records for Mortgage
2 Electronic Registration Systems, Inc. ("MERS")
3 PO BOX2026
4 Flint, Michigan 48501

5 Chase anticipates that the Rule 30(b)(6) Designee and Custodian of Records
6 will testify regarding the assignment of the deed of trust from MERS to MetLife
7 Home Loans, a Division of MetLife Bank, N.A.

8 8. Rule 30(b)(6) Designee and Custodian of Records for Chase
9 111 Polaris Parkway
10 Columbus, Ohio 43240
11 Do not contact witness except through undersigned counsel

12 Chase anticipates that the Rule 30(b)(6) designee and Custodian of Records
13 will testify regarding Chase's involvement in the subject property; notices related to
14 the subject property; communications with RJRN, NAS, the borrowers and/or the
15 Association, if any; the sale of Chase's interest in the property; and any other
16 matters related to the claims and defenses in this case.

17 9. Rule 30(b)(6) Designee and Custodian of Records for MetLife Home
18 Loans LLC, successor by merger to MetLife Bank, N.A.
19 c/o Robert S. Larsen
20 Gordon & Rees LLP
21 3770 Howard Hughes Parkway, Suite 100
22 Las Vegas, Nevada 89169
23 (702) 577-9300

24 Chase anticipates that the rule 30(b)(6) designee and Custodian of records for
25 MetLife Home Loans LLC, successor by merger to MetLife Bank, N.A. ("MetLife")
26 will testify regarding MetLife's involvement in the subject property; notices related to
27 the subject property; communications with RJRN, NAS, the borrowers, Platinum
28 Realty & Holdings LLC, Rex Archambault and/or the Association, if any; the
assignment of Metlife's interest in the property; and any other matters related to the
claims and defenses in this case.

10. Rule 30(b)(6) Designee and Custodian of Records for York Village
Community Association
c/o Las Vegas Valley Community Management, LLC
7571 Tule Springs Road
Las Vegas, Nevada 89131
(702) 655-7064

Chase anticipates that the Rule 30(b)(6) Designee and Custodian of Records
will testify regarding ACS's and the Association's involvement with the subject

property; notices related to subject property; the Association sale for the subject property; the Association's declarations of covenants, conditions and restrictions, bylaws, rules, procedures, policies, patterns, practices, and understandings related to NRS Chapter 116 et seq. (including, without limitation, the statute's notice and sale provisions); communications and relationships with the subject property's current or previous owner(s), LVDG, ACS, the Association sale purchaser, and Chase; the basis for the purported Association lien under which the subject property was offered for sale; the alleged Association lien under which the subject property was offered for sale; the alleged Association foreclosure sale; the basis for purporting to extinguish the first deed of trust; and any other matters related to the claims and defenses in this case.

V.

DISCOVERY PLAN: [16.1 (b)(2) & 16.1 (c)(2)]

A. What changes, if any, should be made in the timing, form or requirements for disclosures under 16.1(a):

1. None.
2. **When disclosures under 16.1(a)(1) were made or will be made:**
 1. Plaintiff's Initial disclosures: December 16, 2015
 2. Defendant, JPMorgan Chase, Initial disclosures: October 23, 2015
 3. Defendant, MetLife Home Loans, Initial disclosures: December 28, 2015

B. Subjects on which discovery may be needed:

1. Any and all claims and allegations related to the Plaintiff's complaint, or the affirmative defenses raised by Defendants in their answers.
2. Any and all claims and allegations related to Defendant's counterclaims and cross-claims, or the affirmative defenses raised by Counterdefendant and/or Cross-Defendants/Third-Party Defendants in their answers.

C. Should discovery be conducted in phases or limited to or focused upon particular issues?

No.

D. What changes, if any, should be made in limitations on discovery imposed under these rules and what, if any, other limitations should be imposed?

None.

1 **E. What, if any, other orders should be entered by the Court under Rule 26(c)**
2 **or Rule 16(b) and (c):**

3 None.

4 **F. Estimated time for trial:**

5 2-3 days bench trial.

6 **VI.**

7 **DISCOVERY AND MOTION DATES [16.1 (c)(5) – (8)]**

8 **A. Dates agreed by the parties:**

- 9 1. Close of discovery: September 9, 2016
10 2. Final date to file motions to amend pleadings or add parties (without a further
11 Court Order): June 10, 2016
12 3. Final dates for expert disclosures:
13 i. Initial disclosure: June 10, 2016
14 ii. Rebuttal disclosures: July 11, 2016
15 4. Final date to file dispositive motions: October 7, 2016

16 **VII.**

17 **JURY DEMAND [16.1(c)(10)]**

18 A jury demand has been filed: No.

19 **VIII.**

20 **INITIAL DISCLOSURES/OBJECTIONS [16.1(a)(1)]**

21 The parties reserve all rights to object to the authenticity, genuineness, reasonableness
22 and necessity of any and all documents offered by any party to this suit.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

IX.

STIPULATIONS

None.

This report is signed in accordance with Rule 26(g)(1) of the Nevada Rules of Civil Procedure. Each signature constitutes a certification that to the best of the signer's knowledge, information and belief, formed after a reasonable inquiry, the disclosures made by the signer are complete and correct as of this time.

DATED this 24 day of March, 2016.

THE LAW OFFICE OF MIKE BEEDE

By [Signature]
MICHAEL N. BEEDE, ESQ.
Nevada Bar No. 13068
ZACHARY CLAYTON, ESQ.
Nevada Bar No. 13464
2300 W. Sahara Avenue, Suite 420
Las Vegas, Nevada 89102
Attorney for Plaintiff

DATED this 24 day of March, 2016.

BALLARD SPAHR, LLP

By [Signature]
ABRAN E. VIGIL, ESQ.
Nevada Bar No. 7548
RUSSELL J. BURKE, ESQ.
Nevada Bar No. 12710
100 N. City Parkway, Suite 1750
Las Vegas, Nevada 89106
Attorney for Defendant, JPMorgan Chase Bank, N.A.

DATED this ____ day of _____, 2015.

GORDON & REES LLP

By _____
ROBERT S. LARSEN, ESQ.
Nevada Bar No. 7785
ASHLIE L. SURUR, ESQ.
Nevada Bar No. 11290
3770 Howard Hughes Pkwy., Suite 100
Las Vegas, Nevada 89169
Attorneys for Defendant/Counter-claimant MetLife Home Loans LLC

IX.

STIPULATIONS

None.

This report is signed in accordance with Rule 26(g)(1) of the Nevada Rules of Civil Procedure. Each signature constitutes a certification that to the best of the signer's knowledge, information and belief, formed after a reasonable inquiry, the disclosures made by the signer are complete and correct as of this time.

DATED this ____ day of _____, 2016.

DATED this ____ day of _____, 2016.

THE LAW OFFICE OF MIKE BEEDE

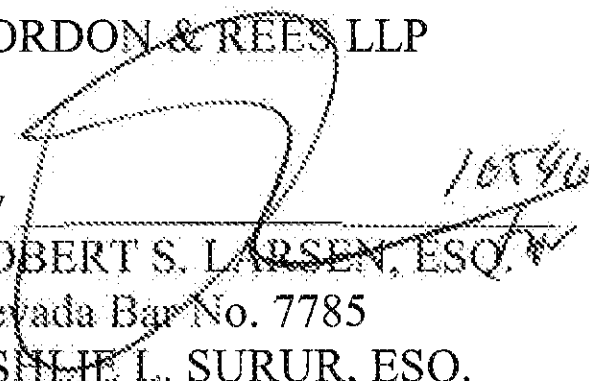
BALLARD SPAHR, LLP

By _____
MICHAEL N. BEEDE, ESQ.
Nevada Bar No. 13068
ZACHARY CLAYTON, ESQ.
Nevada Bar No. 13464
2300 W. Sahara Avenue, Suite 420
Las Vegas, Nevada 89102
Attorney for Plaintiff

By _____
ABRAN E. VIGIL, ESQ.
Nevada Bar No. 7548
RUSSELL J. BURKE, ESQ.
Nevada Bar No. 12710
100 N. City Parkway, Suite 1750
Las Vegas, Nevada 89106
Attorney for Defendants, JP Morgan Chase Bank, N.A.

DATED this 17 day of March, 2016.

GORDON & REES LLP

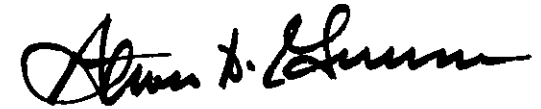
By  _____
ROBERT S. LARSEN, ESQ.
Nevada Bar No. 7785
ASHLEE L. SURUR, ESQ.
Nevada Bar No. 11290
3770 Howard Hughes Pkwy., Suite 100
Las Vegas, Nevada 89169
Attorneys for Defendant/Counter-claimant MetLife Home Loans LLC

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of The Law Office of Mike Beede, PLLC and that on the 24th day of March, 2016, I did cause a true and correct copy of the foregoing **JOINT CASE CONFERENCE REPORT** to be served upon each of the parties listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System:

Select All Select None			
Gordon & Rees LLP			
Name	Email	Select	
Gayle Angulo	gangulo@gordonrees.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ballard Spahr			
Name	Email	Select	
Abran Vigil	avigila@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Las Vegas Docketing	lvdocket@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ballard Spahr Andrews & Ingersoll, LLP			
Name	Email	Select	
Sarah Walton	swalton@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ballard Spahr LLP			
Name	Email	Select	
Catherine Wrangham-Rowe	cwranghamrowe@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Russell J. Burke	BurkeR@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Gordon & Rees LLP			
Name	Email	Select	
Ashlie Surur	asurur@gordonrees.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Robert Larsen	rlarsen@gordonrees.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mike Beede Esq.			
Name	Email	Select	
EService	EServiceLegalLV@gmail.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

By: _____
An Employee of The Law Offices of
Mike Beede, PLLC



CLERK OF THE COURT

DSO

DISTRICT COURT
CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

v.

CASE NO. A719913
DEPT NO. VIII

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE
BANK, N.A.; YORK VILLAGE
COMMUNITY ASSOCIATION; and DOES
1 through 10, inclusive; ROE
CORPORATIONS 1 through 10,
inclusive,

Defendants.

AND RELATED COUNTERCLAIM.

SCHEDULING ORDER

(Discovery/Dispositive Motions/Motions to Amend or Add Parties)

NATURE OF ACTION: **Quiet title/declaratory relief**

DATE OF FILING JOINT CASE CONFERENCE REPORT(S): **3/24/16**

TIME REQUIRED FOR TRIAL: **2-3 days**

DATES FOR SETTLEMENT CONFERENCE: **None requested**

Counsel for Plaintiff:

Michael N. Beede, Esq., The Law Office of Mike Beede

Counsel for Defendant JPMORGAN CHASE N.A.:

Russell J. Burke, Esq., Ballard Spahr

Counsel for Defendant METLIFE HOME LOANS LLC:

Robert S. Larsen, Esq., Gordon & Rees

Counsel representing all parties have been heard and after
consideration by the Discovery Commissioner,

DISCOVERY
COMMISSIONER

1 IT IS HEREBY ORDERED:

2 1. all parties shall complete discovery on or before
3 9/9/16.

4 2. all parties shall file motions to amend pleadings or
5 add parties on or before 6/10/16.

6 3. all parties shall make initial expert disclosures
7 pursuant to N.R.C.P. 16.1(a)(2) on or before 6/10/16.

8 4. all parties shall make rebuttal expert disclosures
9 pursuant to N.R.C.P. 16.1(a)(2) on or before 7/11/16.

10 5. all parties shall file dispositive motions on or
11 before 10/7/16.

12 Certain dates from your case conference report(s) may have
13 been changed to bring them into compliance with N.R.C.P. 16.1.

14 Within 60 days from the date of this Scheduling Order, the
15 Court shall notify counsel for the parties as to the date of
16 trial, as well as any further pretrial requirements in addition
17 to those set forth above.

18 Unless otherwise directed by the court, all pretrial
19 disclosures pursuant to N.R.C.P. 16.1(a)(3) must be made at
20 least 30 days before trial.

21 Motions for extensions of discovery shall be made to the
22 Discovery Commissioner in strict accordance with E.D.C.R. 2.35.
23 Discovery is completed on the day responses are due or the day
24 a deposition begins.

25 . . .
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1 Unless otherwise ordered, all discovery disputes (except
2 disputes presented at a pre-trial conference or at trial) must
3 first be heard by the Discovery Commissioner.

4 Dated this 5 day of April, 2016.

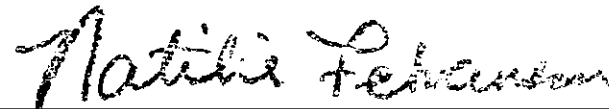
5
6 

7
8 DISCOVERY COMMISSIONER

9 **CERTIFICATE OF SERVICE**

10 I hereby certify that on the date filed, I placed a copy
11 of the foregoing DISCOVERY SCHEDULING ORDER in the attorney
12 folder(s), mailed or e-served as follows:

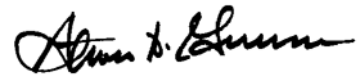
13 Michael N. Beede, Esq.
14 Russell J. Burke, Esq.
15 Robert S. Larsen, Esq.

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28 

COMMISSIONER DESIGNEE

ORIGINAL

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CLERK OF THE COURT

63

**DISTRICT COURT
CLARK COUNTY, NEVADA**

RJRN HOLDINGS, LLC,

Plaintiff(s),

v.

Case No. A719913

Dept No. 8

EDNA A. ALLAS,

Defendant(s).

ORDER SETTING CIVIL NON-JURY TRIAL AND CALENDAR CALL

IT IS HEREBY ORDERED that:

This matter is set on a five-week stack for a non-jury trial on **Monday, February 6, 2017, at 9:30 a.m.**, with a calendar call on **Tuesday, January 31, 2017, at 8:00 a.m.** *Trial Counsel* must appear at the calendar call and bring the following:

- (1) Typed exhibit lists and exhibits;
- (2) List of depositions;
- (3) List of equipment needed for trial;

Pre-trial Memorandums must be filed no later than **15 days before trial**, with a courtesy copy delivered to chambers. **All requirements of EDCR 2.67** must be complied with.

All discovery deadlines, deadlines for filing dispositive motions and motions to amend the pleadings or add parties are controlled by the previously issued Scheduling Order.

- 1 -

DOUGLAS E. SMITH
DISTRICT JUDGE

DEPARTMENT EIGHT
LAS VEGAS NV 89155

APP0174

1
2 Stipulations to continue a trial date will not be considered by the Court. Pursuant to
3 EDCR 2.35, a motion to continue trial due to any discovery issues or deadlines must be
4 made before the Discovery Commissioner.

5 **Orders Shortening Time will not be signed except in extreme emergencies.**

6 ***AN UPCOMING TRIAL DATE IS NOT AN EXTREME EMERGENCY.***

7
8 Failure of the designated trial attorney or any party in proper person to appear for
9 any court appearances or to comply with this Order shall result in any of the following: (1)
10 dismissal of the action; (2) default judgment; (3) monetary sanctions; (4) vacation of trial
11 date; and/or any other appropriate remedy or sanction.

12 Counsel is required to advise the Court immediately when the case settles or is
13 otherwise resolved prior to trial. A stipulation which terminates a case by dismissal shall
14 indicate whether a Scheduling Order has been filed and, if a trial date has been set, the date
15 of that trial.

16
17 **DATED:** April 19, 2016.



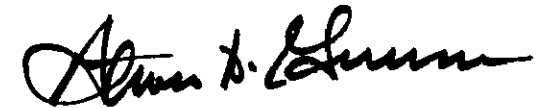
18
19

DOUGLAS E. SMITH, District Judge

20
21 I hereby certify that on the date filed, I caused to be
22 placed a copy of the foregoing Order in the folder(s)
in the Clerk's Office or mailed to the following:

23 Michael N. Beede, Esq., The Law Office of Mike Beede
24 Russell J. Burke, Esq., Ballard Spahr
Robert S. Larsen, Esq., Gordon Rees

25
26 
27 SUSANNE ANDERSON, Judicial Assistant



CLERK OF THE COURT

1 SAO
2 Abran E. Vigil
3 Nevada Bar No. 7548
4 Justin A. Shiroff
5 Nevada Bar No. 12869
6 BALLARD SPAHR LLP
7 100 North City Parkway, Suite 1750
8 Las Vegas, NV 89106-4617
9 Telephone: 702.471.7000
10 Facsimile: 702.471.7070
11 Email: vigila@ballardspahr.com
12 Email: shiroffj@ballardspahr.com
13
14 *Attorneys for Defendant JP Morgan Chase*
15 *N.A.*

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 RJRN Holdings LLC,
12 Plaintiff,

CASE NO. A-15-719913-C
DEPT NO. VIII

13 v.

14 EDNA A. ALLAS; ALEX BALAGOT;
15 ROWENA A. BALAGOT; JPMORGAN
16 CHASE BANK N.A.; METLIFE HOME
17 LOANS, A DIVISION OF METLIFE
18 BANK, N.A.; YORK VILLAGE
19 COMMUNITY ASSOCIATION; and
20 DOES I through 10, inclusive; ROE
21 CORPORATIONS 1 through 10, inclusive,
22 Defendants.

21 STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES
22 AND CONTINUE TRIAL (FIRST REQUEST)

23 Pursuant to EDCR 2.35, Plaintiff and Counter Defendant RJRN Holdings
24 LLC ("RJRN"), Defendant and Counter Claimant Metlife Home Loans, A Division of
25 Metlife Bank, N.A. ("Metlife"), and Defendant JP Morgan Chase N.A. ("Chase")
26 hereby submit the following Stipulation and Order to Extend Discovery Deadlines
27 and Continue Trial. This stipulation is being entered into in good faith and is not
28 made for the purpose of delay. More specifically, this stipulation is being entered

1 into to accommodate the schedule of a third party witness to this matter that is
2 unavailable for depositions in the near future. The requested extension of the
3 current plan and schedule is as follows:

4 **1. DISCOVERY COMPLETED TO DATE:**

5 The following discovery and filings have been completed to date:

6 (a) 16.1 Early Case Conference;

7 (b) Joint Case Conference Report;

8 (c) Discovery Scheduling Order;

9 (d) Initial Disclosures:

- 10 • Chase, RJRN, and Metlife served initial disclosures of
11 documents and witnesses pursuant to NRCP 16.1 on October 23, 2015,
12 December 16, 2015, and March 3, 2016, respectively;

13 (e) Written Discovery:

- 14 • Written Discovery to Chase (served on April 13, 2016,) which
15 response was served on June 15, 2016;
16 • Written Discovery to RJRN (served on August 5, 2016).

17 (f) Disclosure of Initial Expert Witness by RJRN, Chase, and
18 Metlife (served on June 10, 2016);

19 (g) Disclosure of Rebuttal Expert Disclosure by RJRN (served
20 on July 11, 2016);

21 (h) Subpoenas Duces Tecum issued to Third Parties by
22 Metlife (on April 21, 2016).

23 (i) Deposition Subpoenas and Subpoenas Duces Tecum
24 issued to Third-Parties by Chase (on August 5, 2016).

25 **2. DISCOVERY THAT REMAINS TO BE COMPLETED:**

26 (a) Deposition of NRCP 30(b)(6) Witness of RJRN;

27 (b) Deposition of NRCP 30(b)(6) Witness of Platinum Realty
28 and Holdings, LLC;

(c) Deposition of NRCP 30(b)(6) Witness of York Village Community Association;

(d) Deposition of NRCP 30(b)(6) Witness of Nevada Association Services ("NAS"); and

(e) Subpoenas Duces Tecum and possible Deposition Subpoenas of Rowena Balagot (defaulted defendant), Alex Balagot (defaulted defendant), Edna Allas (defaulted defendant), and Rex Archambault (an individual who sold the subject property to RJRN).

3. STATEMENT OF WHY AN EXTENSION IS NEEDED:

Following along with the Scheduling Order of April 6, 2016 entered by the Court, Parties, including RJRN, Metlife, and Chase, served initial disclosures, completed expert disclosures, served written discovery requests and subpoenas duces tecum as well as deposition subpoenas on third-parties, noticed third-party depositions, and are currently in discussion with RJRN's counsel regarding scheduling the deposition of RJRN's NRCP 30(b)(6) Witness.

Despite all of the above-referenced diligent efforts, the availability of the NAS witnesses for a deposition is in question. Therefore, an extension of discovery is necessary to allow scheduling of such deposition so relevant testimony from NAS witnesses can serve its purpose.

4. PROPOSED DISCOVERY EXTENSION:

(a) *Current Discovery Deadlines:*

Last Day to Complete Discovery	September 9, 2016
Last Day to File Motion to Amend Pleadings or Add Parties	June 10, 2016
Initial Expert Disclosures Deadline	June 10, 2016
Rebuttal Expert Disclosure Deadline	July 11, 2016
Last Day to File Dispositive Motions	October 7, 2016

(b) *Proposed Extended Discovery Deadlines:*

Last Day to Complete Discovery	December 9, 2016
Last Day to File Motion to Amend Pleadings or Add Parties	N/A
Initial Expert Disclosures Deadline	N/A
Rebuttal Expert Disclosure Deadline	N/A
Last Day to File Dispositive Motions	January ⁶ 7, 2017

5. Current Trial Date

(a) Trial is currently scheduled for February 6, 2017, as part of a five-week stack trial. The Parties request a trial date consistent with the proposed discovery deadlines.

DATED this 11 day of August, 2016.

DATED this 11 day of August, 2016.

BALLARD SPAHR LLP

By: 

Abran E. Vigil, Esq.
Nevada Bar No. 7548
Justin Shiroff, Esq.
Nevada Bar No. 12869
100 North City Parkway
Suite 1750
Las Vegas, Nevada 89106

*Attorneys for Defendant
JPMorgan Chase Bank, N.A.*

DATE

DATED this 10th day of August, 2016.

THE LAW OFFICE OF MIKE BEEDE,
PLLC

By: 

Michael N. Beede, Esq.
Nevada Bar No. 13068
Cheryl A. Grames, Esq.
Nevada Bar No. 12752
2300 West Sahara Avenue, #420
Las Vegas, Nevada 89102

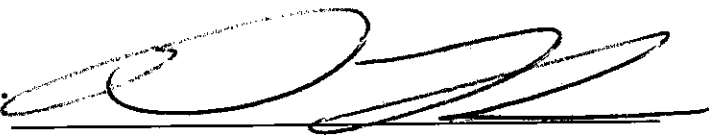
*Attorneys for Plaintiff and
Counter Defendant RJRN
Holdings LLC*

(Signature Block to be Continued on the Next Page)

A-15-719913-C

1 DATED this ____ day of August,
2 2016.

3 GORDON & REES LLP

4 By: 

5 Robert S. Larsen, Esq.
6 Nevada Bar No. 7785
7 David T. Gluth, Esq.
8 Nevada Bar No. 10596
300 South Fourth St., Suite 1550
Las Vegas, Nevada 89101

9 *Attorneys for Defendant and*
10 *Counter Claimant Metlife Home*
Loans, A Division of Metlife Bank,
11 *N.A.*

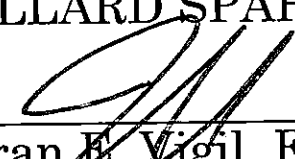
12 Order
IT IS SO ORDERED . Trial date of 2/6/17 stands. *CAB*

13 Dated August 15th, 2016.


DISCOVERY COMMISSIONER

14 Submitted by:

15 BALLARD SPAHR LLP

16 By: 
17 Abran B. Vigil, Esq.
18 Nevada Bar No. 7548
19 Justin Shiroff, Esq.
20 Nevada Bar No. 12869
21 100 North City Parkway
22 Suite 1750
Las Vegas, Nevada 89106

23 *Attorneys for Defendant JPMorgan Chase Bank, N.A.*

24

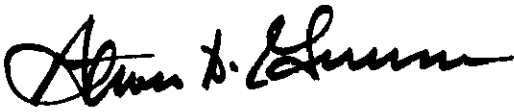
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28

Ballard Spahr LLP
100 North City Parkway, Suite 1750
Las Vegas, NV 89106-4617


CLERK OF THE COURT

Abran E. Vigil
Nevada Bar No. 7548
Justin A. Shiroff
Nevada Bar No. 12869
BALLARD SPAHR LLP
100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106-4617
Telephone: (702) 471-7000
Facsimile: (702) 471-7070
E-Mail: vigila@ballardspahr.com
E-Mail: shiroffj@ballardspahr.com

*Attorneys for Defendant JPMorgan Chase
Bank, N.A.*

DISTRICT COURT
CLARK COUNTY, NEVADA

RJRN HOLDINGS L.L.C., a Nevada limited
liability company,

Plaintiff,

v.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, a Division of METLIFE BANK, N.A.;
YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants.

METLIFE HOME LOANS LLC,
SUCCESSOR BY MERGER TO METLIFE
BANK, N.A.,

Counterclaimant,

v.

RJRN HOLDINGS, LLC, a Nevada limited
liability corporation,

Counter-defendant.

CASE NO. A-15-719913-C

DEPT NO. VIII

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

**NOTICE OF ENTRY OF STIPULATION AND ORDER TO EXTEND DISCOVERY
DEADLINES AND CONTINUE TRIAL (FIRST REQUEST)**

Please take notice that the Clerk of the Court entered a Stipulation and Order to Extend Discovery Deadlines and Continue Trial (First Request) on the 16th day of August, 2016 in the above-referenced matter.

A copy of said Stipulation and Order is attached hereto as Exhibit 1.

Dated: August 17, 2016.

BALLARD SPAHR LLP

By: /s/ Justin A. Shiroff
Abran E. Vigil
Nevada Bar No. 7548
Justin A. Shiroff
Nevada Bar No. 12869
100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106-4617

*Attorneys for Defendant JPMorgan Chase
Bank, N.A.*

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 17th day of August, 2016, and pursuant to N.R.C.P. 5(b), a true and correct copy of the foregoing Notice of Entry of Stipulation and Order to Extend Discovery Deadlines and Continue Trial (First Request) was served to the following parties in the manner set forth below:

Michael Beede, Esq.
Law Office of Mike Beede, PLLC
2300 W. Sahara Ave., #420
Las Vegas, NV 89102
eservice@legally.com

Attorneys for RJRN Holdings, LLC

☐ HAND DELIVERY

☐ E-MAIL TRANSMISSION

☐ U.S. MAIL, POSTAGE PREPAID and/or

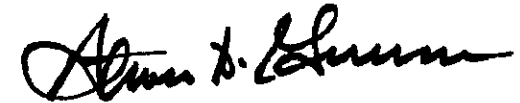
☒ Via the Wiznet E-Service-generated "Service Notification of Filing" upon all counsel set up to receive notice via electronic service in this matter

/s/ Sarah Walton
An employee of BALLARD SPAHR LLP

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

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EXHIBIT 1



CLERK OF THE COURT

1 SAO
2 Abran E. Vigil
3 Nevada Bar No. 7548
4 Justin A. Shiroff
5 Nevada Bar No. 12869
6 BALLARD SPAHR LLP
7 100 North City Parkway, Suite 1750
8 Las Vegas, NV 89106-4617
9 Telephone: 702.471.7000
10 Facsimile: 702.471.7070
11 Email: vigila@ballardspahr.com
12 Email: shiroffj@ballardspahr.com

13 *Attorneys for Defendant JP Morgan Chase*
14 *N.A.*

15 DISTRICT COURT
16 CLARK COUNTY, NEVADA

17 RJRN Holdings LLC,
18 Plaintiff,

19 v.

20 EDNA A. ALLAS; ALEX BALAGOT;
21 ROWENA A. BALAGOT; JPMORGAN
22 CHASE BANK N.A.; METLIFE HOME
23 LOANS, A DIVISION OF METLIFE
24 BANK, N.A.; YORK VILLAGE
25 COMMUNITY ASSOCIATION; and
26 DOES I through 10, inclusive; ROE
27 CORPORATIONS 1 through 10, inclusive,

28 Defendants.

CASE NO. A-15-719913-C

DEPT NO. VIII

29 STIPULATION AND ORDER TO EXTEND DISCOVERY DEADLINES
30 AND CONTINUE TRIAL (FIRST REQUEST)

31 Pursuant to EDCR 2.35, Plaintiff and Counter Defendant RJRN Holdings
32 LLC ("RJRN"), Defendant and Counter Claimant Metlife Home Loans, A Division of
33 Metlife Bank, N.A. ("Metlife"), and Defendant JP Morgan Chase N.A. ("Chase")
34 hereby submit the following Stipulation and Order to Extend Discovery Deadlines
35 and Continue Trial. This stipulation is being entered into in good faith and is not
36 made for the purpose of delay. More specifically, this stipulation is being entered

1 into to accommodate the schedule of a third party witness to this matter that is
2 unavailable for depositions in the near future. The requested extension of the
3 current plan and schedule is as follows:

4 1. DISCOVERY COMPLETED TO DATE:

5 The following discovery and filings have been completed to date:

6 (a) 16.1 Early Case Conference;

7 (b) Joint Case Conference Report;

8 (c) Discovery Scheduling Order;

9 (d) Initial Disclosures:

- 10 • Chase, RJRN, and Metlife served initial disclosures of
11 documents and witnesses pursuant to NRCP 16.1 on October 23, 2015,
12 December 16, 2015, and March 3, 2016, respectively;

13 (e) Written Discovery:

- 14 • Written Discovery to Chase (served on April 13, 2016,) which
15 response was served on June 15, 2016;
16 • Written Discovery to RJRN (served on August 5, 2016).

17 (f) Disclosure of Initial Expert Witness by RJRN, Chase, and
18 Metlife (served on June 10, 2016);

19 (g) Disclosure of Rebuttal Expert Disclosure by RJRN (served
20 on July 11, 2016);

21 (h) Subpoenas Duces Tecum issued to Third Parties by
22 Metlife (on April 21, 2016).

23 (i) Deposition Subpoenas and Subpoenas Duces Tecum
24 issued to Third-Parties by Chase (on August 5, 2016).

25 2. DISCOVERY THAT REMAINS TO BE COMPLETED:

26 (a) Deposition of NRCP 30(b)(6) Witness of RJRN;

27 (b) Deposition of NRCP 30(b)(6) Witness of Platinum Realty
28 and Holdings, LLC;

(c) Deposition of NRCP 30(b)(6) Witness of York Village Community Association;

(d) Deposition of NRCP 30(b)(6) Witness of Nevada Association Services ("NAS"); and

(e) Subpoenas Duces Tecum and possible Deposition Subpoenas of Rowena Balagot (defaulted defendant), Alex Balagot (defaulted defendant), Edna Allas (defaulted defendant), and Rex Archambault (an individual who sold the subject property to RJRN).

3. STATEMENT OF WHY AN EXTENSION IS NEEDED:

Following along with the Scheduling Order of April 6, 2016 entered by the Court, Parties, including RJRN, Metlife, and Chase, served initial disclosures, completed expert disclosures, served written discovery requests and subpoenas duces tecum as well as deposition subpoenas on third-parties, noticed third-party depositions, and are currently in discussion with RJRN's counsel regarding scheduling the deposition of RJRN's NRCP 30(b)(6) Witness.

Despite all of the above-referenced diligent efforts, the availability of the NAS witnesses for a deposition is in question. Therefore, an extension of discovery is necessary to allow scheduling of such deposition so relevant testimony from NAS witnesses can serve its purpose.

4. PROPOSED DISCOVERY EXTENSION:

(a) *Current Discovery Deadlines:*

Last Day to Complete Discovery	September 9, 2016
Last Day to File Motion to Amend Pleadings or Add Parties	June 10, 2016
Initial Expert Disclosures Deadline	June 10, 2016
Rebuttal Expert Disclosure Deadline	July 11, 2016
Last Day to File Dispositive Motions	October 7, 2016

(b) *Proposed Extended Discovery Deadlines:*

Last Day to Complete Discovery	December 9, 2016
Last Day to File Motion to Amend Pleadings or Add Parties	N/A
Initial Expert Disclosures Deadline	N/A
Rebuttal Expert Disclosure Deadline	N/A
Last Day to File Dispositive Motions	January ⁶ 7, 2017

5. Current Trial Date

(a) Trial is currently scheduled for February 6, 2017, as part of a five-week stack trial. The Parties request a trial date consistent with the proposed discovery deadlines.

DATED this 11 day of August, 2016.

DATED this 11 day of August, 2016.

BALLARD SPAHR LLP

By: 

Abran E. Vigil, Esq.
Nevada Bar No. 7548
Justin Shiroff, Esq.
Nevada Bar No. 12869
100 North City Parkway
Suite 1750
Las Vegas, Nevada 89106

*Attorneys for Defendant
JPMorgan Chase Bank, N.A.*

DATE

DATED this 10th day of August, 2016.

THE LAW OFFICE OF MIKE BEEDE,
PLLC

By: 

Michael N. Beede, Esq.
Nevada Bar No. 13068
Cheryl A. Grames, Esq.
Nevada Bar No. 12752
2300 West Sahara Avenue, #420
Las Vegas, Nevada 89102

*Attorneys for Plaintiff and
Counter Defendant RJRN
Holdings LLC*

(Signature Block to be Continued on the Next Page)

A-15-719913-C

1 DATED this ____ day of August,
2 2016.

3 GORDON & REES LLP


4 By: 

5 Robert S. Larsen, Esq.
6 Nevada Bar No. 7785
7 David T. Gluth, Esq.
8 Nevada Bar No. 10596
300 South Fourth St., Suite 1550
Las Vegas, Nevada 89101

9 *Attorneys for Defendant and*
10 *Counter Claimant Metlife Home*
11 *Loans, A Division of Metlife Bank,*
12 *N.A.*

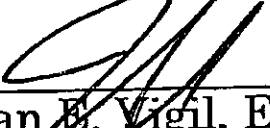
13 Order
14 IT IS SO ORDERED . Trial date of 2/6/17 stands. *CRB*

15 Dated August 15th, 2016.


DISCOVERY COMMISSIONER

16 Submitted by:

17 BALLARD SPAHR LLP

18 By: 
19 Abran E. Vigil, Esq.
20 Nevada Bar No. 7548
21 Justin Shiroff, Esq.
22 Nevada Bar No. 12869
100 North City Parkway
Suite 1750
Las Vegas, Nevada 89106

23 *Attorneys for Defendant JPMorgan Chase Bank, N.A.*

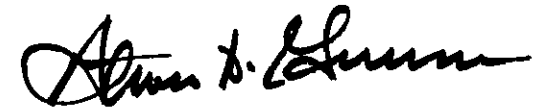
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CLERK OF THE COURT

1 NOTC
Abran E. Vigil
2 Nevada Bar No. 7548
Justin A. Shiroff
3 Nevada Bar No. 12869
BALLARD SPAHR LLP
4 100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106-4617
5 Telephone: (702) 471-7000
Facsimile: (702) 471-7070
6 E-Mail: vigila@ballardspahr.com
E-Mail: shiroffj@ballardspahr.com

7 *Attorneys for Defendant JPMorgan Chase*
8 *Bank, N.A.*

9 DISTRICT COURT

10 CLARK COUNTY, NEVADA

11 RJRN HOLDINGS L.L.C., a Nevada limited
liability company,

12 Plaintiff,

13 v.

14 EDNA A. ALLAS; ALEX BALAGOT;
15 ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
16 LOANS, a Division of METLIFE BANK, N.A.;
YORK VILLAGE COMMUNITY
17 ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
18 10, inclusive,

19 Defendants.

20 METLIFE HOME LOANS LLC,
21 SUCCESSOR BY MERGER TO METLIFE
BANK, N.A.,

22 Counterclaimant,

23 v.

24 RJRN HOLDINGS, LLC, a Nevada limited
25 liability corporation,

26 Counter-defendant.

CASE NO. A-15-719913-C

DEPT NO. VIII

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

NOTICE OF CONSTITUTIONAL QUESTION

Pursuant to NRS 30.130, please take notice that defendant JPMorgan Chase Bank N.A. (“Chase”) challenges the constitutionality of NRS 116.3116–116.31168 (2012). Chase contends that certain provisions of these statutes governing notice of association foreclosure sales are unconstitutional under the Due Process Clauses of the Fifth and Fourteenth Amendments and the Nevada Constitution. Chase further contends that NRS 116.3116–116.31168 (2012) is preempted by the Supremacy Clause and the Property Clause of the United States Constitution.

DATED this 19th day of October, 2016.

Ballard Spahr LLP

By: /s/ Justin A. Shiroff

Abran E. Vigil
Nevada Bar No. 7548
Justin A. Shiroff
Nevada Bar No. 12869
100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106

*Attorneys for Defendant JPMorgan Chase
Bank N.A.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on the 19th day of October, 2016, and pursuant to N.R.C.P. 5(b), I served via the court's CM/ECF system, a true and correct copy of the foregoing ***NOTICE OF CONSTITUTIONAL QUESTION*** to the following parties:

[XX] Via the Wiznet E-Service-generated "Service Notification of Filing" upon all counsel set up to receive notice via electronic service in this matter

Michael Beede, Esq.
Law Office of Mike Beede, PLLC
2300 W. Sahara Ave., #420
Las Vegas, NV 89102
eservice@legally.com

Attorneys for RJRN Holdings, LLC

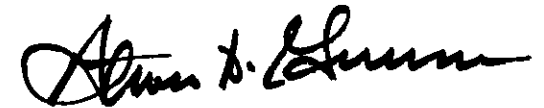
[] HAND DELIVERY

[] E-MAIL TRANSMISSION

[X] U.S. MAIL, POSTAGE PREPAID to:

Adam Paul Laxalt
OFFICE OF ATTORNEY GENERAL
State of Nevada
100 N. Carson Street
Carson City, Nevada 89701-4717

/s/ Sarah H. Walton
An employee of BALLARD SPAHR LLP



CLERK OF THE COURT

1 **SAO**
2 ROBERT S. LARSEN, ESQ.
3 Nevada Bar No. 7785
4 GORDON & REES LLP
5 300 South Fourth Street, Suite 1550
6 Las Vegas, Nevada 89101
7 Telephone: (702) 577-9300
8 Direct: (702) 577-9301
9 Facsimile: (702) 255-2858
10 Email: rlarsen@gordonrees.com

11 *Attorneys for Defendant/Counterclaimant/
12 Crossclaimant Metlife Home Loans,
13 A Division Of Metlife Bank, N.A.*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 RJRN HOLDINGS, LLC,
17
18 Plaintiff,

19 vs.

20 EDNA A. ALLAS; ALEX BALAGOT;
21 ROWENA A. BALAGOT; JPMORGAN CHASE
22 BANK N.A.; METLIFE HOME LOANS, A
23 DIVISION OF METLIFE BANK, N.A.; YORK
24 VILLAGE COMMUNITY ASSOCIATION; and;
25 DOES 1-10; and ROE CORPORATIONS 1-10,

26 Defendants.

27 METLIFE HOME LOANS, A DIVISION OF
28 METLIFE BANK, N.A.,

Counterclaimant,

vs.

RJRN HOLDINGS, LLC, a Nevada Limited
Liability Corporation;,
Counter-defendant.

METLIFE HOME LOANS, A DIVISION OF

CASE NO. A-15-719913-C
DEPT NO. VIII

**STIPULATION AND ORDER TO
CONTINUE TRIAL**

(FIRST REQUEST)

Gordon & Rees LLP
300 S. Fourth Street, Suite 1550
Las Vegas, Nevada 89101

1 METLIEF BANK, N.A.,)
2 Crossclaimant,)
3 vs.)
4 YORK VILLAGE COMMUNITY)
5 ASSOCIATION a Nevada non-profit corporation,)
6 Crossdefendant.)

7 **STIPULATION AND ORDER TO**
8 **CONTINUE TRIAL (FIRST REQUEST)**

9 Pursuant to EDCR 2.35, Plaintiff and Counter Defendant RJRN Holdings LLC
10 ("RJRN"), Defendant and Counter Claimant Metlife Home Loans, A Division of Metlife Bank,
11 N.A. ("Metlife"), and Defendant JP Morgan Chase N.A. ("Chase") hereby submit the following
12 Stipulation and Order to Continue Trial. This stipulation is being entered into in good faith and
13 is not made for the purpose of delay. More specifically, this stipulation is being entered into to
14 accommodate the briefing schedule of dispositive motions so that those motions can be heard in
15 ordinary course before trial.

16 Previously, the Discovery Commissioner entered an Order extending the deadline for
17 dispositive motions until January 6, 2017 to accommodate some difficulty the parties had in
18 completing certain discovery. However, the trial date was not moved. Trial is currently
19 scheduled on the five-week stack beginning on February 6, 2017. This creates a situation where
20 dispositive motions would need to be filed on shortened time and the parties briefing dispositive
21 motions while at the same time preparing for trial. Motions in limine would be due before
22 dispositive motions are even filed. That means that motions in limine would need to be filed on
23 issues that may be decided before trial.

24 In an effort to conserve the parties' and judicial resources and promote efficiency, the
25 parties believe that a short continuance of the trial of sixty to ninety days is appropriate. That
26 short continuance would allow the parties to file and the Court to hear any dispositive motions in
27 ordinary course. Then, after those motions are decided, the parties can prepare for trial on the
28 issues that remain in the case.

1 Accordingly, the parties request that the Court continue trial for approximately sixty to
2 ninety days. The current dispositive motion deadline of January 6, 2017 will remain in place.

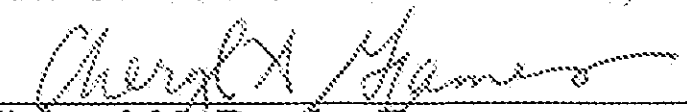
3 Dated: December 16th, 2016.

4 GORDON & REES LLP

5  #13622 for
6 Robert S. Larsen, Esq.
7 Nevada Bar No. 7785
8 300 South Fourth Street, Suite 1550
9 Las Vegas, Nevada 89101
10 Attorneys for MetLife Home Loans, A Division
11 Of MetLife Bank, N.A.

Dated: December 16, 2016.

LAW OFFICE OF MIKE BEEDE, PLLC


Michael N. Beede, Esq.
Nevada Bar No. 13068
Cheryl A. Grames, Esq.
Nevada Bar No. 12752
2300 West Sahara Avenue, #420
Las Vegas, Nevada 89102
Attorney for RJRN Holdings LLC

10 Dated: December __, 2016.

11 BALLARD SPAHR, LLP

12
13 Abran E. Vigil, Esq.
14 Nevada Bar No. 7548
15 Justin Shiroff, Esq.
16 Nevada Bar No. 12869
17 100 North City Parkway
18 Suite 1750
19 Las Vegas, Nevada 89106
20 Attorneys for JP Morgan Chase Bank NA

21 **ORDER**

22 After review and consideration of the parties' stipulation and with good cause appearing
23 the Court orders as follows:

24 The current trial date of February 6, 2017 is vacated and a new trial will be scheduled to
25 commence on a date selected by the Court approximately sixty to ninety days after February 6,
26 2017.

27 DATED: _____

28 _____
EIGHTH JUDICIAL DISTRICT COURT JUDGE

Respectfully submitted

Gordon & Rees LLP
300 S. Fourth Street, Suite 1550
Las Vegas, Nevada 89101

Accordingly, the parties request that the Court continue trial for approximately sixty to ninety days. The current dispositive motion deadline of January 6, 2017 will remain in place.

Dated: December __, 2016.

GORDON & REES LLP

Robert S. Larsen, Esq.
Nevada Bar No. 7785
300 South Fourth Street, Suite 1550
Las Vegas, Nevada 89101
*Attorneys for Metlife Home Loans, A Division
Of Metlife Bank, N.A.*

Dated: December __, 2016.

LAW OFFICE OF MIKE BEEDE, PLLC

Michael N. Beede, Esq.
Nevada Bar No. 13068
Cheryl A. Grames, Esq.
Nevada Bar No. 12752
2300 West Sahara Avenue, #420
Las Vegas, Nevada 89102
Attorney for RJRN Holdings LLC

Dated: December 16, 2016.

BALLARD SPAHR, LLP

Abran E. Vigil, Esq.
Nevada Bar No. 7548
Justin Shiroff, Esq.
Nevada Bar No. 12869
100 North City Parkway
Suite 1750
Las Vegas, Nevada 89106
Attorneys for JP Morgan Chase Bank NA

ORDER

After review and consideration of the parties' stipulation and with good cause appearing the Court orders as follows:

The current trial date of February 6, 2017 is vacated and a new trial will be scheduled to commence on a date selected by the Court approximately sixty to ninety days after February 6, 2017.

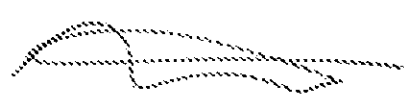
DATED: 12/20/16


EIGHTH JUDICIAL DISTRICT COURT JUDGE

Respectfully submitted

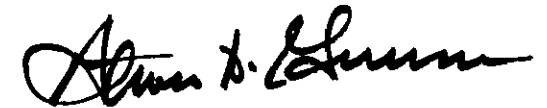
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GORDON & REES LLP

 #13622
for

Robert S. Larsen, Esq.
Nevada Bar No. 7785
300 South Fourth Street, Suite 1550
Las Vegas, Nevada 89101
*ATTORNEYS FOR METLIFE HOME LOANS,
A DIVISION OF METLIFE BANK, N.A*

Gordon & Rees LLP
300 S. Fourth Street, Suite 1550
Las Vegas, Nevada 89101



CLERK OF THE COURT

NESO
ROBERT S. LARSEN, ESQ.
Nevada Bar No. 7785
GORDON & REES LLP
300 South Fourth Street, Suite 1550
Las Vegas, Nevada 89101
Telephone: (702) 577-9300
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Facsimile: (702) 255-2858
rlarsen@gordonrees.com

*Attorneys for Defendant/Counterclaimant/
Crossclaimant Metlife Home Loans,
A Division Of Metlife Bank, N.A.*

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS, LLC,

Plaintiff,

vs.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN CHASE
BANK N.A.; METLIFE HOME LOANS, A
DIVISION OF METLIEF BANK, N.A.; YORK
VILLAGE COMMUNITY ASSOCIATION; and;
DOES 1-10; and ROE CORPORATIONS 1-10,

Defendants.

CASE NO. A-15-719913-C
DEPT NO. VIII

**NOTICE OF ENTRY OF
STIPULATION AND ORDER TO
CONTINUE TRIAL (FIRST
REQUEST)**

METLIFE HOME LOANS, A DIVISION OF
METLIFE BANK, N.A.,

Counterclaimant,

vs.

RJRN HOLDINGS, LLC, a Nevada Limited
Liability Corporation,;

Counter-defendant.

METLIFE HOME LOANS, A DIVISION OF
METLIEF BANK, N.A.,

Gordon & Rees LLP
300 S. Fourth Street, Suite 1550
Las Vegas, Nevada 89101

Gordon & Rees LLP
300 S. Fourth Street, Suite 1550
Las Vegas, Nevada 89101

Crossclaimant,
vs.
YORK VILLAGE COMMUNITY
ASSOCIATION a Nevada non-profit corporation,
Crossdefendant.

**NOTICE OF ENTRY OF STIPULATION AND
ORDER TO CONTINUE TRIAL (FIRST REQUEST)**

PLEASE TAKE NOTICE that the Stipulation and Order to Continue Trial was entered in the above-entitled matter on December 21, 2016, a copy of which is attached hereto.

Dated: December 21, 2016.

GORDON & REES LLP

/s/ Robert S. Larsen
Robert S. Larsen, Esq.
Nevada Bar No. 7785
300 South Fourth Street, Suite 1550
Las Vegas, Nevada 89101

*ATTORNEYS FOR METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
NA*

Gordon & Rees LLP
300 S. Fourth Street, Suite 1550
Las Vegas, Nevada 89101

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 21st day of December, 2016, and pursuant to NRCP 5(b), I served via the Eighth Judicial Court's electronic filing and service system and/or deposited for mailing in the U. S. Mail a true and correct copy of the foregoing, NOTICE OF ENTRY OF STIPULATION AND ORDER TO CONTINUE TRIAL (FIRST REQUEST) postage prepaid and addressed (if necessary) to:

Michael Beede, Esq.
Cheryl A. Grames, Esq.
Law Office of Mike Beede, PLLC
2300 West Sahara Avenue, Suite 420
Las Vegas, Nevada 89102
Attorney for Plaintiff

Abran E. Vigil, Esq.
Justin Shiroff, Esq.
BALLARD SPAHR, LLP
100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106
Attorneys for JP Morgan Chase Bank NA

/s/ Claudia A. Morrill
An employee of Gordon & Rees LLP


CLERK OF THE COURT

1 **SAO**
2 ROBERT S. LARSEN, ESQ.
3 Nevada Bar No. 7785
4 GORDON & REES LLP
5 300 South Fourth Street, Suite 1550
6 Las Vegas, Nevada 89101
7 Telephone: (702) 577-9300
8 Direct: (702) 577-9301
9 Facsimile: (702) 255-2858
10 Email: rlarsen@gordonrees.com

11 *Attorneys for Defendant/Counterclaimant/
12 Crossclaimant Metlife Home Loans,
13 A Division Of Metlife Bank, N.A.*

14 **DISTRICT COURT**
15 **CLARK COUNTY, NEVADA**

16 RJRN HOLDINGS, LLC,
17
18 Plaintiff,

19 vs.

20 EDNA A. ALLAS; ALEX BALAGOT;
21 ROWENA A. BALAGOT; JPMORGAN CHASE
22 BANK N.A.; METLIFE HOME LOANS, A
23 DIVISION OF METLIFE BANK, N.A.; YORK
24 VILLAGE COMMUNITY ASSOCIATION; and;
25 DOES 1-10; and ROE CORPORATIONS 1-10,

26 Defendants.

27 METLIFE HOME LOANS, A DIVISION OF
28 METLIFE BANK, N.A.,

Counterclaimant,

vs.

RJRN HOLDINGS, LLC, a Nevada Limited
Liability Corporation;,

Counter-defendant.

METLIFE HOME LOANS, A DIVISION OF

) CASE NO. A-15-719913-C
) DEPT NO. VIII

) **STIPULATION AND ORDER TO
) CONTINUE TRIAL**

) **(FIRST REQUEST)**

1 METLIEF BANK, N.A.,)
2 Crossclaimant,)
3 vs.)
4 YORK VILLAGE COMMUNITY)
5 ASSOCIATION a Nevada non-profit corporation,)
6 Crossdefendant.)

7 **STIPULATION AND ORDER TO**
8 **CONTINUE TRIAL (FIRST REQUEST)**

9 Pursuant to EDCR 2.35, Plaintiff and Counter Defendant RJRN Holdings LLC
10 (“RJRN”), Defendant and Counter Claimant Metlife Home Loans, A Division of Metlife Bank,
11 N.A. (“Metlife”), and Defendant JP Morgan Chase N.A. (“Chase”) hereby submit the following
12 Stipulation and Order to Continue Trial. This stipulation is being entered into in good faith and
13 is not made for the purpose of delay. More specifically, this stipulation is being entered into to
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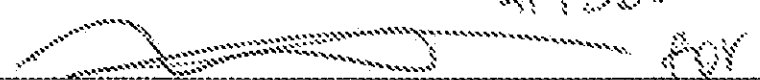
16 Previously, the Discovery Commissioner entered an Order extending the deadline for
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26 short continuance would allow the parties to file and the Court to hear any dispositive motions in
27 ordinary course. Then, after those motions are decided, the parties can prepare for trial on the
28 issues that remain in the case.

Accordingly, the parties request that the Court continue trial for approximately sixty to ninety days. The current dispositive motion deadline of January 6, 2017 will remain in place.

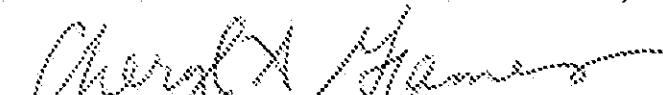
Dated: December 16, 2016.

GORDON & REES LLP

 #13622
for
Robert S. Larsen, Esq.
Nevada Bar No. 7785
300 South Fourth Street, Suite 1550
Las Vegas, Nevada 89101
*Attorneys for Metlife Home Loans, A Division
Of Metlife Bank, N.A.*

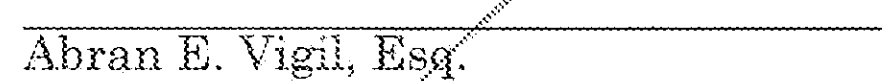
Dated: December 16, 2016.

LAW OFFICE OF MIKE BEEDE, PLLC


Michael N. Beede, Esq.
Nevada Bar No. 13068
Cheryl A. Grames, Esq.
Nevada Bar No. 12752
2300 West Sahara Avenue, #420
Las Vegas, Nevada 89102
Attorney for RJRN Holdings LLC

Dated: December __, 2016.

BALLARD SPAHR, LLP


Abran E. Vigil, Esq.
Nevada Bar No. 7548
Justin Shiroff, Esq.
Nevada Bar No. 12869
100 North City Parkway
Suite 1750
Las Vegas, Nevada 89106
Attorneys for JP Morgan Chase Bank NA

ORDER

After review and consideration of the parties' stipulation and with good cause appearing the Court orders as follows:

The current trial date of February 6, 2017 is vacated and a new trial will be scheduled to commence on a date selected by the Court approximately sixty to ninety days after February 6, 2017.

DATED: _____

EIGHTH JUDICIAL DISTRICT COURT JUDGE

Respectfully submitted

Gordon & Rees LLP
300 S. Fourth Street, Suite 1550
Las Vegas, Nevada 89101

Accordingly, the parties request that the Court continue trial for approximately sixty to ninety days. The current dispositive motion deadline of January 6, 2017 will remain in place.

Dated: December __, 2016.

GORDON & REES LLP

Robert S. Larsen, Esq.
Nevada Bar No. 7785
300 South Fourth Street, Suite 1550
Las Vegas, Nevada 89101
*Attorneys for Metlife Home Loans, A Division
Of Metlife Bank, N.A.*

Dated: December __, 2016.

LAW OFFICE OF MIKE BEEDE, PLLC

Michael N. Beede, Esq.
Nevada Bar No. 13068
Cheryl A. Grames, Esq.
Nevada Bar No. 12752
2300 West Sahara Avenue, #420
Las Vegas, Nevada 89102
Attorney for RJRN Holdings LLC

Dated: December 16, 2016.

BALLARD SPAHR, LLP

Abran E. Vigil, Esq.
Nevada Bar No. 7548
Justin Shiroff, Esq.
Nevada Bar No. 12869
100 North City Parkway
Suite 1750
Las Vegas, Nevada 89106
Attorneys for JP Morgan Chase Bank NA

ORDER

After review and consideration of the parties' stipulation and with good cause appearing the Court orders as follows:

The current trial date of February 6, 2017 is vacated and a new trial will be scheduled to commence on a date selected by the Court approximately sixty to ninety days after February 6, 2017.

DATED: 12/20/16


EIGHTH JUDICIAL DISTRICT COURT JUDGE

Respectfully submitted

1 GORDON & REES LLP

2 #13622

3 for

Robert S. Larsen, Esq.

Nevada Bar No. 7785

300 South Fourth Street, Suite 1550

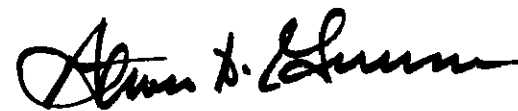
Las Vegas, Nevada 89101

ATTORNEYS FOR METLIFE HOME LOANS,

A DIVISION OF METLIFE BANK, N.A.

Gordon & Rees LLP
300 S. Fourth Street, Suite 1550
Las Vegas, Nevada 89101

1 OCNJ



CLERK OF THE COURT

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

FILE WITH
MASTER CALENDAR

5 RJRN Holdings LLC, Plaintiff(s)
vs.
Edna Allas, Defendant(s)

CASE NO: A-15-719913-C
DEPT. NO. 8

6 **AMENDED ORDER SETTING CIVIL NON-JURY TRIAL**

7 IT IS HEREBY ORDERED THAT:

- 8 A. The above-entitled case is set to be tried without a jury on a five-week stack to
begin **17th day of April, 2017 at 9:30 a.m.**
- 9 B. A Calendar Call is set for **11th day of April, 2017 at 8:00 a.m.** Trial Counsel
(and any party in proper person) must appear.
- 10 C. The Pre-Trial Memorandum must be filed no later than **15 days before trial**,
with a courtesy copy delivered to chambers. EDCR 2.67 must be complied
with.
- 11 D. All discovery deadlines, deadlines for filing dispositive motions and motions
to amend the pleadings or add parties are controlled by the Stipulation and
12 Order entered into between the parties..
- 13 E. Orders shortening time will not be signed except in extreme emergencies.

AN UPCOMING TRIAL DATE IS NOT AN EXTREME EMERGENCY

14 Failure of the designated trial attorney or any party appearing in proper person to
appear for any court appearances or to comply with this Order may result in any of
15 the following: (1) dismissal of the action; (2) default judgment; (3) monetary
sanctions; (4) vacation of trial date; and/or any other appropriate remedy or sanction.

Counsel must advise the Court immediately when the case settles or is otherwise resolved prior to trial. A stipulation which terminates a case by dismissal shall indicate whether a Scheduling Order has been filed and, if a trial date has been set, the date of the trial.

DATED: 20th day of December, 2016


DOUGLAS E. SMITH
District Judge

CERTIFICATE OF SERVICE

I hereby certify that on or about the date e-filed, a copy of the foregoing was served on the parties by electronic service, by placing a copy in the attorneys' folders in the Clerk's Office, by mailing, emailing or faxing to the following:

Gordon & Rees LLP		
Name	Email	Select
Gayle Angulo	gangulo@gordonrees.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Ballard Spahr		
Name	Email	Select
SLC Docket Clerk	DocketClerk_SaltLakeCity@ballardspahr.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Ballard Spahr LLP		
Name	Email	Select
Abran Vigil	vigila@ballardspahr.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Russell J. Burke	BurkeR@ballardspahr.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Sarah Walton	waltons@ballardspahr.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Gordon & Rees LLP		
Name	Email	Select
David Gluth	dgluth@gordonrees.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Marie Ogella	mogella@gordonrees.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Patsy Price	pprice@gordonrees.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Phil W. Su	psu@gordonrees.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Robert Larsen	rlarsen@gordonrees.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Gordon Rees, LLP		
Name	Email	Select
Wing Yan Wong	wwong@gordonrees.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

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Mike Beede Esq.

Name

Email

Select

EService

EserviceLegalLV@gmail.com



The Law Office of Mike Beede, PLLC

Name

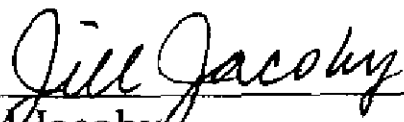
Email

Select

Cheryl A. Grames, Esq.

Cheryl@legallv.com




Jill Jacoby
Judicial Executive Assistant


CLERK OF THE COURT

MSJ
ROBERT S. LARSEN, ESQ.
Nevada Bar No. 7785
GORDON & REES LLP
300 South Fourth Street, Suite 1550
Las Vegas, Nevada 89101
Telephone: (702) 577-9300
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Facsimile: (702) 255-2858
Email: rlarsen@gordonrees.com

*Attorneys for Defendant/Counterclaimant/
Crossclaimant MetLife Home Loans,
A Division Of MetLife Bank, N.A.*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

RJRN HOLDINGS, LLC,)	CASE NO. A-15-719913-C
)	DEPT NO. VIII
Plaintiff,)	
)	
vs.)	METLIFE HOME LOANS'
)	MOTION FOR SUMMARY
EDNA A. ALLAS; ALEX BALAGOT;)	JUDGMENT
ROWENA A. BALAGOT; JPMORGAN CHASE)	
BANK N.A.; METLIFE HOME LOANS, A)	
DIVISION OF METLIEF BANK, N.A.; YORK)	
VILLAGE COMMUNITY ASSOCIATION; and;)	
DOES 1-10; and ROE CORPORATIONS 1-10,)	
)	
Defendants.)	
)	
)	
AND RELATED ACTIONS.)	
)	

METLIFE HOME LOANS' MOTION FOR SUMMARY JUDGMENT

Defendant MetLife Home Loans ("MetLife"), by and through its attorneys, the law firm of Gordon & Rees LLP, hereby files this Motion for Summary Judgment as to Plaintiff RJRN Holdings, LLC's ("RJRN") complaint and MetLife's counterclaim against RJRN pursuant to Nevada Rule of Civil Procedure ("NRCPP") 56. This Motion is made and based on the pleadings

1 and papers on file herein, the attached Memorandum of Points and Authorities, the attached
2 declarations and exhibits and any oral argument this Court may allow.

3 DATED: January 6, 2017.

4 GORDON & REES LLP

5
6 /s/ Robert S. Larsen

Robert S. Larsen, Esq.

Nevada Bar No. 7785

Wing Y. Wong, Esq.

Nevada Bar No. 13622

300 South 4th Street, Suite 1550

Las Vegas, Nevada 89101

Attorneys for MetLife Home Loans, A Division Of
MetLife Bank, N.A

11
12 **NOTICE OF MOTION**

13 TO: ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD.

14 PLEASE TAKE NOTICE that Defendant will bring the foregoing DEFENDANT
15 METLIFE HOME LOAN'S MOTION FOR SUMMARY JUDGMENT (the "Motion") on for
16 hearing before the above-entitled Court on the 7th day of FEBRUARY 2017, at the hour
17 of 8:00 a.m., or as soon thereafter as counsel can be heard in Department VIII located at
18 the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada 89155.

19 DATED: January 6, 2017.

20 GORDON & REES LLP

21
22 /s/ Robert S. Larsen

Robert S. Larsen, Esq.

Nevada Bar No. 7785

Wing Y. Wong, Esq.

Nevada Bar No. 13622

300 South 4th Street, Suite 1550

Las Vegas, Nevada 89101

Attorneys for MetLife Home Loans, A Division Of
MetLife Bank, N.A

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This action arises out of a non-judicial foreclosure sale of real property located at 8181 Amy Springs St., Las Vegas, NV 89113 (the “Property”). The Property is located within York Village Homeowners Association (the “HOA”) which required monthly assessments of \$57.00. Edna Allas purchased the property in 2009 and executed a deed of trust in favor of MetLife. A few years later, Ms. Allas fell behind on payments for assessments to the HOA. On September 6, 2011, on behalf of the HOA, Nevada Association Services (“NAS”) recorded a Notice of Delinquent Assessment Lien against the Property (“Notice of Lien”). On November 2, 2011, NAS recorded a Notice of Default and Election to Sell (“Notice of Default”) against the Property related to the HOA lien. On January 10, 2012, MetLife paid NAS the full amount of the default identified in the Notice of Default. Notwithstanding that payment, NAS and the HOA proceeded to hold a foreclosure sale at which the property was sold to Platinum Realty Holdings, a company with deep ties to Plaintiff for \$2,700. Subsequent to the HOA foreclosure, MetLife assigned all of its interest to JP Morgan Chase Bank, N.A. (“JP Morgan”). The assignment was recorded on August 13, 2013. Approximately five months later, RJRN obtained the property via quitclaim deed. Subsequently, RJRN filed this action to quiet title to the property. At that point, MetLife had no interest in the deed of trust encumbering the Property. Despite the fact that it knew about the assignment of the deed of trust to JP Morgan, RJRN still sued MetLife.

As discussed below, Plaintiff’s claims against MetLife fail as a matter of law. MetLife paid the full amount identified in the Notice of Default. Yet, NAS and the HOA proceeded to hold the foreclosure sale. This reeks of bad faith and in violation of the good faith requirements of NRS 116.3116 *et seq.* At a minimum, MetLife’s payment in full of the amount listed in the Notice of Default operated to preserve the priority of the deed of trust. The payment coupled with the extremely low purchase price demonstrates that the sale was not commercially reasonable and should be set aside. The nature of the insider transactions by which Plaintiff obtained the Property precludes a finding that Plaintiff is a bona fide purchaser for value. These facts compel a finding that the HOA foreclosure sale was invalid or at best for the Plaintiff that

1 the HOA foreclosure sale did not extinguish the deed of trust which remains superior to
2 Plaintiff's interest in the Property. Finally, Plaintiff wrongfully sued MetLife despite the fact
3 that it knew from the outset that MetLife did not have an interest in the Property. *See* Amended
4 Complaint, ¶19. All of these facts demonstrate Plaintiff cannot succeed on its claims against
5 MetLife as a matter of law. Accordingly, MetLife requests that this Court grant summary
6 judgment on all claims in favor of MetLife and against Plaintiff.

7 **II. STATEMENT OF UNDISPUTED FACTS**

8 The following facts are not genuinely in dispute¹:

9 1. The Property address is 8181 Amy Springs Street, Las Vegas, NV 89113
10 and it is located within York Village Homeowners Association (the "HOA"). Amended
11 Complaint, ¶10.

12 2. The monthly assessments due to the HOA for the Property is \$57.00.
13 Exhibit F(RJRN 80).

14 3. The operative senior deed of trust against the property was executed by
15 Edna Allas on April 24, 2009 in the amount of \$147,283.00, as indicated in the recorded
16 title documents. Exhibit C (Deed of Trust RJRN 0009-00023); Declaration of Matthew
17 Pryll ("Pryll Decl."), ¶¶ 4-5 attached as Exhibit A.

18 4. MetLife was the lender and Mortgage Electronic Registration Systems,
19 Inc. ("MERS") was the original beneficiary of the deed of trust. *Id.*
20

21 ¹ Several of the documents identified in the statement of undisputed facts were produced by
22 Plaintiff as part of its case disclosures. Plaintiff has not objected or raised questions about the
23 authenticity of any of those documents. Accordingly, they should be considered authentic
24 documents by the Court. *Anand v. BP West Coast Prods. LLC*, 484 F. Supp. 2d 1086, 1092 n.11
25 (C.D. Cal. 2007) ("Documents produced in response to discovery requests are admissible on a
26 motion for summary judgment since they are self-authenticating and constitute the admissions of
27 a party opponent"); *Shell Trademark Mgmt. BV v. Ray Thomas Petroleum Co.*, 642 F. Supp. 2d
28 493, 510-511 (W.D.N.C. 2009) (documents produced in discovery were admissible on summary
judgment motion as defendant "would have raised authenticity concerns when it produced its
documents if it had any"); *Evanston Ins. Co. v. Westchester Surplus Lines Ins. Co.*, 546 F. Supp.
2d 1134, 1139-40 (W.D. Wash. 2008) ("an opposing party may not subsequently challenge an
attorney's ability to authenticate documents attached to her declaration that were previously
provided by the opposing party without objection as to their authenticity").

1 5. The deed of trust included a Planned Unit Development Rider. *Id.* at
2 RJRN00021-00023.

3 6. On September 6, 2011 NAS, on behalf of the HOA, recorded the Notice of
4 Lien against the Property in the amount of \$1,081.04. Exhibit G (RJRN 0054).² The
5 Notice of Lien did not distinguish between the assessment amount and any late fees,
6 service charges and interest. *Id.*

7 7. On November 2, 2011, NAS recorded the Notice of Default against the
8 property in the amount of \$2,205.34. Exhibit E (RJRN 0085-0086). Like the Notice of
9 Lien, the Notice of Default did not distinguish between the assessment amount and any
10 late fees, service charges and interest. *Id.* **The Notice of Default was the last document**
11 **recorded against the Property related to the delinquent homeowners association lien**
12 **prior to the Notice of Sale.** Exhibit S (Clark County Assessor Printout).³

13 8. After recording the Notice of Default, neither NAS nor York, published or
14 recorded any document showing amounts allegedly due. Pryll Decl., ¶ 8.

15 9. On January 10, 2012, MetLife paid NAS \$2,205.34, the full amount
16 identified on the Notice of Default. A copy of the check and the endorsement by NAS is
17 attached as Exhibit H (ML-RJ000002-000003); Pryll Decl., ¶ 7.

18 10. NAS deposited MetLife's check and dispersed funds to the HOA. *Id.*;
19 Exhibit I (RJRN 0129, 0135).

20 11. After receiving full payment of the amount listed on the Notice of Default,
21 NAS and the HOA did not record any additional notices of delinquent assessment lien.
22 Pryll Decl., ¶ 8; Exhibit S.

23
24 ² Certain documents used to support this Motion were produced as a result of a subpoena issued
25 by Plaintiff to NAS. Those documents have been authenticated by NAS and are identified as
26 RJRN 0032-RJRN 0282. *See* Exhibit D, pg. 5, RJRN 0032.

27 ³ When ruling on a motion for summary judgment, the Court, upon a party's request, must take
28 judicial notice of facts "[c]apable of accurate and ready determination by resort to sources whose
 accuracy cannot reasonably be questioned. . . ." *See* NRS 47.130, 47.150. Exhibit S is a printout
 from the Recorder's Office for Clark County, Nevada related to documents recorded on the
 Property. Its contents are easily verifiable and the accuracy cannot reasonably be questioned.
 Accordingly, MetLife requests that the Court take judicial notice of Exhibit S.

12. Following receipt of MetLife’s payment, neither NAS nor the HOA communicated with MetLife that any assessment amounts remained unpaid. Pryll Decl., ¶ 9.

13. On August 1, 2012, NAS, on behalf of the HOA, recorded a Notice of Foreclosure Sale. Exhibit J (RJRN 0211-0212). The August 1, 2012 Notice of Foreclosure Sale stated that the sale was related to the Notice of Default recorded on November 2, 2011—the Notice of Default MetLife paid in full. *Id.*

14. NAS, proceeded to sell the Property at a foreclosure auction on October 12, 2012 to Platinum Realty & Holdings LLC for \$2,700. Exhibit K (RJRN 0276).

15. The foreclosure deed expressly states that it is “without warranty expressed or implied.” *Id.*

16. The value of the property at the time of the foreclosure auction was \$102,000. *See* Expert report of Craig Morley attached as Exhibit L.

17. On May 30, 2013, Platinum Realty & Holdings LLC transferred the Property to Rex Archambault by quitclaim deed. Exhibit M (RJRN 0004-0005).

18. On January 29, 2014, Rex Archambault transferred the Property to Plaintiff by quitclaim deed. Exhibit N (RJRN 0006-0008); Deposition of Rahoul Sharan the 30(b)(6) representative of Plaintiff (“Sharan Depo.”), 26:20-25 attached as Exhibit P.

19. The quitclaim deed does not include any warranties about title of the property. Exhibit N.

20. On February 17, 2012, MERS assigned the beneficial interest under the deed of trust to MetLife. Pryll Decl., ¶ 10; Exhibit O (ML-RJ 000001-000002).

21. On August 8, 2013, Select Portfolio Servicing, Inc., a servicer of the deed of trust, recorded a Corrective Corporate Assignment of Deed of Trust under which MetLife assigned the deed of trust and all of MetLife’s beneficial interest in the property to JP Morgan. Amended Complaint, ¶ 19; Pryll Decl., ¶ 11; Exhibit Q (RJRN 0027-0028). Because the Corrective Corporate Assignment of Deed of Trust was recorded, it was publicly available and Plaintiff should (and actually did) have knowledge about it.

22. Plaintiff is a sophisticated real estate developer and investor including experience with multifamily, residential, single family, and commercial real estate. Sharan Depo., 7:14-20.

23. Plaintiff's business is to invest in property which has been involved with HOA foreclosure sales. Sharan Depo., 9:17-19.

24. Plaintiff has owned as many as 38 at one time and currently owns 30 single family residences in Southern Nevada. Sharan Depo., 10:11-17.

25. The majority of those properties were purchased through HOA foreclosure sales. Sharan Depo., 10:18-21.

26. Shari Culotta is the resident agent and managing member for the Platinum Realty and Holdings LLC which was the purchaser at the HOA foreclosure sale. *See* Exhibit R (Secretary of State Print Out for Platinum Realty and Holdings LLC).⁴

27. Shari Culotta is a member of Plaintiff. Sharan Depo., 25:14-16

28. Plaintiff also has an ongoing contractual relationship with Platinum Realty Holdings to provide property management services to Plaintiff. Sharan Depo., 20:5-10, 23:4-9, 10:11-17

29. All of the properties currently owned by Plaintiff, all were obtained through Shari Culotta or her related entities. Sharan Depo., 33:21-25.

30. Plaintiff has purchased three properties from Rex Archambault. Sharan Depo., 33:25-34:7.

31. Prior to purchasing the property, Plaintiff did not review any title reports, foreclosure notices, deeds, documents or do any investigation of its own. Sharan Depo., 17:4-6, 29:5-30:3, 31-25-32-6.

⁴ When ruling on a motion for summary judgment, the Court, upon a party's request, must take judicial notice of facts "[c]apable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned. . . ." *See* NRS 47.130, 47.150. Exhibit R is a printout from the Nevada Secretary of State's online database for corporate records. Its contents are easily verifiable and the accuracy cannot reasonably be questioned. Accordingly, Metlife requests that the Court take judicial notice of Exhibit R.

32. Plaintiff admits that no one ever represented to Plaintiff that it was obtaining the property free and clear of all encumbrances. Sharan Depo. 30:8-12, 31:10-13.

33. Plaintiff knew that when it purchased a property via quitclaim deed that there was a risk that the title to the property would not be free and clear of encumbrances. Sharan Depo., 31:20-24.

III. LEGAL STANDARD

A motion for summary judgment under Rule 56 should be granted "when the pleadings and other evidence on file demonstrate that no 'genuine issue as to any material fact [remains] and that the moving party is entitled to judgment as a matter of law.'" *Wood v. Safeway*, 121 Nev. 724, 729; 121 P.3d 1026, 1029 (2005); NRCP 56(c). Materiality is dependent on the underlying substantive law, and includes only those factual disputes that could change the ultimate outcome of a case. *Id.* All evidence and inferences must be viewed in a light most favorable to the non-moving party on a summary judgment motion. *Id.*

However, a scintilla of evidence or evidence that is merely colorable or not significantly probative does not present a genuine issue of material fact. *Addisu v. Meyer*, 198 F.3d 1130, 1134 (9th Cir., 2000).⁵ Thus, mere disagreement or the bald assertion that a genuine issue of material fact exists does not preclude summary judgment. *Harper v. Wallingford*, 877 F.2d 728 (9th Cir. 1989); *California Building Products, Inc., v. Franciscan Ceramics, Inc.*, 818 F.2d 1446, 1468 (9th Cir. 1987). The concept of "genuineness" has been described by Justice Scalia of the United States Supreme Court as follows:

When opposing parties tell two different stories, one of which is blatantly contradicted by the record, so that no reasonable jury could believe it, a court

⁵ This Court should consider federal decisions as persuasive authority for the Nevada Rule of Civil Procedure as the federal and Nevada rule 56 are substantively similar. *See Moseley v. Eighth Judicial Dist. Ct.*, 118 P.3d 1136, 1142 (Nev. 2008) (stating that because the federal rule and Nevada rule were similar, federal decisions should be considered persuasive authority); *Nelson v. Heer*, 121 Nev. 832, 834, 122, P.3d 1252, 1253 (2005) (recognizing that federal decisions involving Federal Rules of Civil Procedure provide persuasive authority when the Nevada courts examines own rules).

1 should not adopt that version of the facts for purposes of ruling on a motion for
2 summary judgment.

3 *Scott v. Harris*, 550 U.S. 372, 380 (2007).

4 In this case, there is no dispute that MetLife paid the full amount listed on the recorded
5 Notice of Default. At that point, the super-priority portion of the HOA's lien was satisfied and
6 any subsequent foreclosure sale was in bad faith or at most was a sale of a sub-priority portion of
7 the HOA lien. Additionally, the sale was commercially unreasonable and Plaintiff cannot satisfy
8 the elements to obtain status as a bona fide purchaser for value. Summary judgment is
9 appropriate and should be granted in MetLife's favor.

10 **IV. LEGAL ARGUMENT**

11 **A. MetLife Satisfied the HOA Lien.**

12 This Court should grant MetLife's motion for summary judgment because MetLife's
13 tender of the full amount of the Notice of Default extinguished all of the HOA's lien (or at a
14 minimum all of the super-priority portion of the lien) before the foreclosure sale. Exhibits E, H,
15 I. A lienholder satisfies a superior lien if it offers to pay that superior lienholder the full amount
16 of its lien under the tender doctrine. *Cladianos v. Friedhoff*, 69 Nev. 41, 45, 240 P.2d 208, 210
17 (1952) (explaining that tender is complete and effective when "the money is offered to a creditor
18 who is entitled to receive it.") (emphasis added). After the money owed is offered to the
19 creditor, "nothing further remains to be done, and the transaction is completed and ended." *Id.*

20 The Nevada Supreme Court recently held that "the superpriority lien granted by NRS
21 116.3116(2) does not include an amount for collection fees and foreclosure costs incurred; rather
22 it is limited to an amount equal to the common expense assessments due during the nine months
23 before foreclosure." *Horizon at Seven Hills Homeowners Association, Inc. v. Ikon Holdings,*
24 *LLC*, 132 Nev. Adv. Rep. 35, 373 P.3d 66, 72 (April 28, 2016) (emphasis added). Moreover, the
25 Nevada Supreme Court has explained specifically in the HOA super-priority lien context that a
26 senior deed of trust beneficiary can redeem the priority of its deed of trust by satisfying the
27 HOA's super-priority lien before the HOA's foreclosure sale. *SFR Investments Pool 1, LLC v.*
28 *U.S. Bank, N.A.*, 130 Nev. Adv. Rep. 75, 334 P.3d 408, 414 (2014) ("[A]s junior lienholder, [the

holder of the first deed of trust] could have paid off the [HOA] lien to avert loss of its security[.]”); *Id.*, at 413 (“As a practical matter, secured lenders will most likely pay the [9] months’ assessments demanded by the association rather than having the association foreclose on the unit.”). Coupling the well-established tender doctrine with the Nevada Supreme Court’s recent holdings regarding HOA super-priority liens in *SFR Investments* and *Ikon Holdings*, it is clear that a first deed of trust beneficiary extinguishes an HOA super-priority lien if it offers to pay nine months’ delinquent assessments to an HOA before the HOA’s foreclosure sale.

In this case, MetLife did more than just tender nine-months worth of assessments. MetLife paid the full amount of the lien identified on the Notice of Default. Exhibits E, H, I. It is undisputed that NAS, on behalf of the HOA, accepted and cashed the payment. Exhibits H, I. Under Nevada law, MetLife and JP Morgan as the current deed of trust beneficiary are entitled to summary judgment because MetLife paid more than the full super-priority amount prior to the foreclosure sale, thereby extinguishing either the full lien or at a minimum the super-priority portion of the HOA's lien prior to the foreclosure sale.

By paying the full amount identified in the Notice of Default (which was far in excess of the super-priority portion of the lien), prior to the foreclosure, MetLife preserved the first-priority position of the deed of trust, "avert[ing] the loss of its security" according to the Nevada Supreme Court. *See SFR Investments*, 334 P.2d at 414. Since the super-priority portion of the HOA's lien was extinguished, the purchaser’s interest in the property, if any, is subordinate to the senior deed of trust.⁶

B. Plaintiff Is Not a Bona Fide Purchaser for Value.

Plaintiff is not shielded from MetLife’s payment of the full amount identified in the Notice of Default or the invalidity of the sale because it is not a bona fide purchaser. To qualify

⁶ This result is mandated by the HOA Lien Statute. Under NRS 116.3116(2), an HOA’s lien is split into two pieces, a super-priority piece and a sub-priority piece. The super-priority piece, consisting of nine months’ delinquent assessments only, is “prior to” a first deed of trust. “The sub-priority piece, consisting of all other HOA fees and assessments, is subordinate to a first deed of trust.” *SFR Investments*, 334 P.3d at 411. At a minimum, MetLife’s payment extinguished the super-priority portion of the HOA’s lien, leaving only the lien’s sub-priority portion remaining at the time of the HOA’s foreclosure sale.

1 as a bona fide purchaser, a purchaser must show that it purchased the property "(i) for value; and
2 (ii) without notice of a competing or superior interest in the same property." *Berge v.*
3 *Fredericks*, 95 Nev. 183, 185, 591 P.2d 246, 247 (1979) (emphasis added). The purchasers
4 cannot satisfy the second element for several reasons.

5 While the Nevada Supreme Court recently stated that the potential harm to a bona fide
6 purchaser must be taken into account by a Court determining whether to set aside an HOA
7 foreclosure sale, those arguments have no application where, as here, the HOA-sale purchaser
8 has record notice of the senior lien. *Shadow Wood Homeowners Ass'n, Inc. v. New York Cm.*
9 *Bancorp, Inc.*, 132 Nev. Adv. Rep. 5, 366 P.3d 1105, 1114-1115 (Nev. Jan. 28, 2016) ("It is an
10 age-old principle that in formulating equitable relief a court must consider the effects of the relief
11 on innocent third-parties.") (emphasis added); *Id.* ("Equitable relief should not be granted where
12 it would work a gross injustice on innocent third parties.") (emphasis added).

13 First, the bona fide purchaser rule is concerned with whether a subsequent purchaser
14 takes title without being subject to "latent equity" that he has no notice, constructive or actual.
15 *Shadow Wood*, 366 P.3d at 1115 (quoting *Moore v. De Bernardi*, 47 Nev. 33, 54, 220 P. 544,
16 547 (1923)). This rule has no nexus to this case. The priority of the senior deed of trust is not
17 redeemed because of an equitable rule, rather the senior deed of trust's priority is redeemed
18 because MetLife followed its obligations to preserve the senior deed of trust under Nevada's
19 statutory scheme by paying the full amount identified on the Notice of Default which was the last
20 one recorded by NAS or the HOA in advance of the HOA's foreclosure sale. This is the exact
21 scenario contemplated by *SFR Investments*, 334 P.3d at 418 ("nothing appears to have stopped
22 U.S. Bank from determining the precise superpriority amount in advance of the sale or paying
23 the entire amount and requesting a refund of the balance"). MetLife paid the entire amount in
24 advance of the sale. Exhibits E, H, I. The bona fide purchaser rule is simply irrelevant to the
25 Court's legal inquiry concerning the effect of MetLife's payment.

26 Second, to the extent that the bona fide purchaser rule is relevant, the purchasers maintain
27 the burden to prove they are bona fide purchasers. *Berge v. Fredericks*, 95 Nev. 183, 188, 591
28 P.2d 246, 248 (Nev. 1979) ("In order to be entitled to the status of a bona fide purchaser without

1 notice under NRS 111.325, respondent Valdez was required to show that legal title had been
2 transferred to her before she had notice of the prior conveyance to appellant."). The purchasers
3 have proffered no admissible evidence to show their putative bona fide purchaser status.
4 Therefore, the purchasers have failed to meet their burden to prove that they are bona fide
5 purchasers. *Id.*

6 Plaintiff is a sophisticated entity focused solely on reaping windfall profits through HOA
7 foreclosure sales and distressed property sales. Sharan Depo., 7:14-20; 9:17-19, 10:11-21.
8 When it purchased its purported interest in the Property, it was well aware of the inherent risks in
9 purchasing a Property from someone who obtained title through a HOA foreclosure sale. For
10 example, Plaintiff took its purported title via quitclaim deed from an individual which it had an
11 ongoing relationship by which Plaintiff purchased similar properties. Sharan Depo., 30:8-12,
12 31:10-13, 31:20-24; Exhibits M, N, R. The quitclaim deed, like the publicly recorded
13 foreclosure deed, did not provide any warranties about title to the property. Exhibits K, M, N.
14 Plaintiff has not produced any evidence that it obtained title insurance—likely because the
15 Property was uninsurable without litigating a quiet title action. This was all part of the risk
16 Plaintiff understood when it purchased the Property. Despite knowing those risks, Plaintiff did
17 nothing to verify any information about the Property prior to purchasing it. Plaintiff did not
18 review any title reports, foreclosure notices, deeds, documents or do any investigation of its own.
19 Sharan Depo., 17:4-6, 29:5-30:3, 31-25-32-6. Furthermore, this does not appear to be an arms-
20 length transaction of strangers. Plaintiff has an ongoing relationship with Platinum Realty
21 Holdings—the original purchaser at the HOA foreclosure sale. Sharan Depo., 20:5-10, 23:4-9,
22 10:11-17. Shari Culotta is the resident agent and managing member of Platinum Realty
23 Holdings and a member of Plaintiff. Exhibit R; Sharan Depo., 25:14-16. Coupled with the low
24 purchase price paid by Plaintiff (\$33,000 where the official Declaration of Value form states the
25 value was \$102,117.00) the relationships between RJRN, and Ms. Culotta, demonstrates that the
26 sale was not an arms length transaction but a series of transfers by insider and affiliates. Exhibits
27 K, M, N, R. That is the antithesis of a bona fide purchaser for value.

28 Additionally, MetLife's Deed of Trust put Plaintiff on inquiry notice of the potential

1 payment of the super-priority lien, precluding it from claiming bona fide purchaser status. A
2 party cannot qualify as a bona fide purchaser if the party was under a duty of inquiry before
3 purchasing the property at issue. *Berge v. Fredericks*, 95 Nev. 183, 188, 591 P.2d 246, 249
4 (1979). The Berge Court explained that this duty arises:

5 [W]hen the circumstances are such that a purchaser is in possession of facts which
6 would lead a reasonable man in his position to make an investigation that would
7 advise him of the existence of prior unrecorded rights. He is said to have
8 constructive notice of their existence whether he does or does not make the
investigation. The authorities are unanimous in holding that he has notice of
whatever the search would disclose.

9 *Berge*, 95 Nev. at 189 (emphasis added). The Nevada Supreme Court has clarified that “[a]
10 recital in an instrument of record charges subsequent purchasers with notice of all material facts
11 which an inquiry suggested by that recital would have disclosed.” *Allison Steel*, 86 Nev. at 498.

12 Here, the recorded Deed of Trust had a Planned Unit Development Rider (PUD Rider)
13 containing the following provision, which put Saticoy on inquiry notice of Bank of America’s
14 super-priority tender. That instrument stated:

15 If Borrower does not pay [HOA] dues and assessments when due, the Lender may
16 pay them.

17 Exhibit C (RJRN 0022). This provision of the publicly-recorded Deed of Trust put Plaintiff on
18 inquiry notice that MetLife could pay off a lien which had priority over the Deed of Trust—like
19 the HOA’s super-priority lien here. Plaintiff was under a duty of inquiry, which requires more
20 than just hoping information falls in your lap—the duty requires the level of investigation that a
21 “reasonable man in his position [would make] that would advise him of the existence of prior
22 unrecorded rights.” *See Berge*, 95 Nev. at 189. RJRN is thus “charge[d] ... with notice of all
23 material facts which” this investigation would have disclosed. *See Allison Steel*, 86 Nev. at 498.
24 Plaintiff admits it did no investigation at all. Sharan Depo., 17:4-6, 29:5-30:3, 31-25-32-6.
25 Whether it actually knew of MetLife’s payment is irrelevant—it is charged with knowledge of
26 the payment regardless. For these reasons, Plaintiff cannot claim to be a bona fide purchaser and
27 this Court should grant summary judgment in favor of MetLife.

28 ///

C. The HOA Foreclosure Sale Was Commercially Unreasonable

Independent of the foregoing basis for summary judgment, the Court should also grant summary judgment in favor of MetLife (and JP Morgan) because the transfer of the property at the HOA foreclosure sale to the purchaser (Platinum Realty & Holdings LLC) was commercially unreasonable as a matter of law. The inadequate sales price coupled with the unfairness of the sales process means the HOA's sale constitutes commercial unreasonableness.

The HOA lien statute mandates HOA foreclosure sales be commercially reasonable, stating "every contract or duty governed by this chapter imposes an obligation of good faith in its performance or enforcement." NRS 116.1113. The drafters defined "good faith" in their comment as "observance of two standards: 'honesty in fact,' and observance of reasonable standards of fair dealing." UCIOA § 1-113 cmt. (1982). The Nevada Supreme Court recently held Nevada courts "retain the power, in an appropriate case, to set aside a defective foreclosure sale on equitable grounds." *Shadow Wood, Inc.*, 366 P.3d at 1110-1111 (quoting *Golden v. Tomiyasu*, 387 P.2d 989, 995 (Nev. 1963)).

Importantly, the *Shadow Wood* Court explained an inadequate sale price alone can be sufficient to set aside a foreclosure sale if the price is "grossly inadequate." *Shadow Wood*, 266 P.3d at 1110. Quoting the Restatement directly, the Nevada Supreme Court held: "[w]hile gross inadequacy cannot be precisely defined in terms of a specific percentage of fair market value, generally a court is warranted in setting aside a sale where the price is less than 20 percent of the fair market value[.]" *Id.* (quoting Restatement § 8.3 cmt. b (1997) (emphasis added)). The Restatement authors defined what "grossly inadequate" means:

"Gross inadequacy" cannot be precisely defined in terms of a specific percentage of fair market value. Generally, however, a court is warranted in invalidating a sale where the price is less than 20 percent of fair market value and, absent other foreclosure defects, is usually not warranted in invalidating a sale that yields in excess of that amount. *See* Illustrations 1-5. While the trial court's judgment in matters of price adequacy is entitled to considerable deference, in extreme cases a price may be so low (typically well under 20% of fair market value) that it would be an abuse of discretion for the court to refuse to invalidate it.

1 *Id.* cmt. b. (emphasis added). As explained in the Restatement, one way to show gross
2 inadequacy is an examination of the fair market value of the property in a non-forced sale
3 situation:

4 This section articulates the traditional and widely held view that a foreclosure
5 proceeding that otherwise complies with state law may not be invalidated because
6 of the sale price unless that price is grossly inadequate. The standard by which
7 "gross inadequacy" is measured is the fair market value of the real estate. For this
8 purpose the latter means, not the fair "forced sale" value of the real estate, but the
9 price which would result from negotiation and mutual agreement, after ample
10 time to find a purchaser, between a vendor who is willing, but not compelled to
11 sell, and a purchaser who is willing to buy, but not compelled to take a particular
12 piece of real estate.

13 *Id.* (emphasis added). This is further confirmed by the Restatement's illustration:

14 Illustration 1: Mortgagee forecloses a mortgage on Blackacre by judicial action.
15 The mortgage is the only lien on Blackacre. Blackacre is sold at the foreclosure
16 sale for \$19,000. The fair market value at the time of the sale is \$100,000. The
17 foreclosure proceeding is regularly conducted in compliance with state law. A
18 court is warranted in finding that the sale price is grossly inadequate and in
19 refusing to confirm the sale.

20 *Id.*, Illustration 1.

21 Under the Restatement approach—adopted in *Shadow Wood*—a grossly inadequate price
22 itself is the proof of unfairness required to set aside a foreclosure sale under the "price-plus"
23 analysis espoused by the Nevada Supreme Court in *Long v. Towne*. 98 Nev. 11, 14, 639 P.2d
24 528, 530 (1982). In *Long*, the Nevada Supreme Court stated the "mere inadequacy of price is
25 not sufficient to justify setting aside a foreclosure sale, absent a showing of fraud, unfairness, or
26 oppression." *Id.* at 13. The Restatement approach, adopted in *Shadow Wood*, makes clear that
27 while "mere inadequacy of price" is insufficient to set aside a foreclosure sale absent some other
28 evidence of unfairness, a "gross inadequacy" of price is itself sufficient to set aside a foreclosure
sale standing alone. Restatement § 8.3 cmt. b ("a foreclosure proceeding that otherwise complies
with state law may not be invalidated because of the sale price unless the price is grossly
inadequate.").

Here, the purchasers purchased the property for approximately 2.6% of fair market value.
Exhibit L (Expert Craig Morley opining value of property was \$102,000 as of October 12,
2012—the date of the foreclosure sale); Exhibit M (RJRN 0005) (Declaration of Value prepared

1 for quitclaim deed to Rex Archambault recorded on June 7, 2013 provides a “Total Value/Sales
2 Price of the Property of \$102,117.00); Exhibit N (RJRN 0007-0008) (Declaration of Value
3 prepared for quitclaim deed to RJRN Holdings recorded on February 10, 2014 provides a “Total
4 Value/Sales Price of the Property of \$102,117.00”). Under *Shadow Wood*, the Court has the
5 ability to find the HOA sale was not commercially reasonable and set it aside. The Court should
6 set aside the HOA's foreclosure sale and grant summary judgment in favor of MetLife.

7 To the extent the Court determines that something more than a grossly inadequate price is
8 required (i.e. unfairness, etc.), the facts of this case satisfy that burden as well. As discussed
9 above, on November 2, 2011, NAS recorded the Notice of Default. Subsequently, MetLife paid
10 the full amount listed on the recorded Notice of Default. Neither NAS nor the HOA ever
11 recorded any additional notice of delinquent assessment lien. Exhibit S; Pryll Decl., ¶ 8.
12 MetLife's payment was far in excess of the nine-month super-priority portion of the HOA lien.
13 Exhibits F, H, I. For the HOA to proceed to foreclose on the property without recording any
14 additional notices or even communicating with MetLife about any remaining deficiency
15 constitutes unfairness. See Pryll Decl., ¶ 9.

16 In situations where a bank merely tendered the super-priority portion of the lien to the
17 collection agency/HOA, courts have found that met the requisite “unfairness.” See *Kal-Mor-*
18 *USA, LLC v. United States Bank, N.A.*, 2016 U.S. Dist. LEXIS 70578 , *9-10 (D. Nev. May 27,
19 2016) (holding HOA's rejection of tender constituted unfairness for purposes of analysis of
20 whether foreclosure sale was commercially reasonable); *NRES-NVI, LLC v. Snyder*, 2016 U.S.
21 Dist. LEXIS 60457, *8-9 (D. Nev. May 6, 2016) (same). In this case, the payment wasn't just
22 “tendered”, it was accepted and cashed by NAS and the HOA and the amount wasn't just the
23 nine months worth of assessments, but the full amount on the recorded Notice of Default.
24 Exhibits E, F, H, I. This evidence of unfairness, coupled with the inadequate sales price—2.6%
25 of the Property's fair market value— means the HOA foreclosure sale is void as commercially
26 unreasonable. Accordingly, this Court should grant summary judgment in MetLife's favor.

27 ///

28 ///

D. The Ninth Circuit Court of Appeals Has Found the Opt-In Portions of NRS 116.3116 et seq. to Be Facially Unconstitutional.

The Nevada Supreme Court has not explicitly ruled on the constitutionality of the portions of NRS 116.3116 *et seq.* governing HOA foreclosure sales. However, the Ninth Circuit Court of appeals has examined this issue and found that the “opt-in” notice provisions of NRS 116.3116 *et seq.* are facially unconstitutional. *See Bourne Valley Court Trust v. Wells Fargo Bank, N.A.*, 832 F.3d 1154, 1160 (9th Cir. 2016). This Court should view *Bourne Valley* as persuasive authority. If the “opt-in” provisions of NRS 116.3116 *et seq.* are unconstitutional, then there are only two outcomes to the HOA foreclosure sale. Either the sale was invalid or the sale did not extinguish the prior deed of trust. In either case, Plaintiff’s claims for quiet title fail as a matter of law. If the sale is invalid, Plaintiff does not have a valid interest in the Property. If the sale is valid, MetLife’s deed of trust (later assigned to JP Morgan) was not extinguished and the Plaintiff owns the property, but it is still subject to the deed of trust. Summary judgment in favor of MetLife is required.

E. MetLife Is Not a Proper Defendant and Has No Interest in the Property.

MetLife is not a proper party to this litigation. On February 17, 2012, MERS recorded a Corporate Assignment of Deed of Trust assigning all of the beneficial interest in the deed of trust encumbering the property to MetLife. *See* Exhibit O; Pryll Decl., ¶ 10. A Corrective Corporate Assignment of Deed of Trust was recorded on August 8, 2013 which transferred all of MetLife’s interest in the property to JP Morgan. *See* Exhibit Q; Pryll Decl., ¶ 11; Amended Complaint, ¶19. The corrective Corporate Assignment of Deed of Trust took place after the HOA foreclosure sale, but long before Plaintiff obtained its interest in the Property on February 10, 2014. *See* Amended Complaint, ¶11.

The Corrective Assignment of Deed of Trust clearly assigns the Deed of Trust and the beneficial interest under the Deed of Trust from MetLife to JP Morgan. Exhibit Q; Pryll Decl., ¶ 11. Thus, by August 8, 2013 when the Corrective Corporate Assignment of Deed of Trust was recorded, MetLife had no interest in the Property or the deed of trust. Paragraph 19 of Plaintiff’s own Amended Complaint expressly recognizes this fact. Despite the fact the Corrective

1 Corporate Assignment of Deed of Trust was recorded and publicly available and that Plaintiff
2 knew that MetLife assigned all of its rights under the deed of trust to JP Morgan, Plaintiff
3 insisted on suing MetLife and maintaining this action for more than eighteen months. Its claims
4 against MetLife are without merit.

5 This fact is wholly dispositive of any claims by Plaintiff against MetLife raised in the
6 lawsuit. Summary judgment must be granted in MetLife's favor.

7 **III. CONCLUSION**

8 For the reasons cited above, this Court should grant summary judgment in favor of
9 MetLife.

10 DATED: January 6, 2017.

11 GORDON & REES LLP

12 /s/ Robert S. Larsen

13 Robert S. Larsen, Esq.

14 Nevada Bar No. 7785

15 Wing Y. Wong, Esq.

16 Nevada Bar No. 13622

17 300 South 4th Street, Suite 1550

18 Las Vegas, Nevada 89101

19 *Attorneys for MetLife Home Loans, A Division Of*
20 *MetLife Bank, N.A*
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 6th day of January, 2017, and pursuant to NRCP 5(b), I served via the Eighth Judicial Court's electronic filing and service system and/or deposited for mailing in the U. S. Mail a true and correct copy of the foregoing, **METLIFE HOME LOANS' MOTION FOR SUMMARY JUDGMENT** postage prepaid and addressed (if necessary) to:

Michael Beede, Esq.
Cheryl A. Grames, Esq.
Law Office of Mike Beede, PLLC
2300 West Sahara Avenue, Suite 420
Las Vegas, Nevada 89102
Attorney for Plaintiff

Abran E. Vigil, Esq.
Justin Shiroff, Esq.
BALLARD SPAHR, LLP
100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106
Attorneys for JP Morgan Chase Bank NA

/s/ Gayle Angulo
An employee of Gordon & Rees LLP

EXHIBITS

METLIFE HOME LOANS' MOTION FOR SUMMARY JUDGMENT

- Exhibit A Declaration Matthew Pryll In Support of MetLife Home Loans' Motion for Summary Judgment – Bates Page Nos. 001-004
- Exhibit B Robert S. Larsen Declaration – Bates Page Nos. 005-007
- Exhibit C RJRN0085-RJRN0023 – Bates Page Nos. 008-023
- Exhibit D Plaintiff RJRN Holdings, LLC's First Supplemental Disclosures Pursuant to NRCP 16.1 – Bates Page Nos. 024-032
- Exhibit E RJRN0085-RJRN0086 – Bates Page Nos. 033-035
- Exhibit F RJRN0080 - Bates Page Nos. 036-037
- Exhibit G RJRN0054 – Bates Page Nos. 038-039
- Exhibit H ML-RJ000003-ML-000004 – Bates Page Nos. 040-042
- Exhibit I RJRN0129 and RJRN0135 – Bates Page Nos. 043-045
- Exhibit J RJRN0211-RJRN0212 – Bates Page Nos. 046-048
- Exhibit K RJRN0276 – Bates Page Nos. 049-050
- Exhibit L Craig Morley Report – Bates Page Nos. 051-084
- Exhibit M RJRN0004-RJRN0005 – Bates Page Nos. 085-087
- Exhibit N Quitclaim Deed January 29, 2014 – Bates Page Nos. 088-091
- Exhibit O ML-RJ000001-ML-RJ000002 – Bates Page Nos. 092-094
- Exhibit P Deposition of Rahoul Sharan – Bates Page Nos. 095-112
- Exhibit Q RJRN0027-RJRN0028 – Bates Page Nos. 113-115
- Exhibit R Secretary of State Printout for Platinum Realty – Bates Page Nos. 116-118
- Exhibit S 8181 Amy Clark County Recorder Printout – Bates Page Nos. 119-122

EXHIBIT A

Gordon & Rees LLP
300 S. Fourth Street, Suite 1550
Las Vegas, Nevada 89101

DECL
ROBERT S. LARSEN, ESQ.
Nevada Bar No. 7785
GORDON & REES LLP
300 South Fourth Street, Suite 1550
Las Vegas, Nevada 89101
Telephone: (702) 577-9300
Direct: (702) 577-9301
Facsimile: (702) 255-2858
Email: rlarsen@gordonrees.com

*Attorneys for Defendant/Counterclaimant/
Crossclaimant MetLife Home Loans,
A Division Of MetLife Bank, N.A.*

DISTRICT COURT
CLARK COUNTY, NEVADA

RJRN HOLDINGS, LLC,

Plaintiff,

vs.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN CHASE
BANK N.A.; METLIFE HOME LOANS, A
DIVISION OF METLIFE BANK, N.A.; YORK
VILLAGE COMMUNITY ASSOCIATION; and;
DOES 1-10; and ROE CORPORATIONS 1-10,

Defendants.

AND RELATED ACTIONS.

CASE NO. A-15-719913-C
DEPT NO. VIII

DECLARATION OF MATTHEW
PRYLL IN SUPPORT OF
METLIFE HOME LOANS'
MOTION FOR SUMMARY
JUDGMENT

DECLARATION OF MATTHEW PRYLL IN SUPPORT OF
METLIFE HOME LOANS' MOTION FOR SUMMARY JUDGMENT

I, MATTHEW PRYLL, declare as follows:

1. I have personal knowledge of the facts set forth in this declaration, and, if called
as a witness, could and would testify competently to such facts under oath.

2. I am a Director—Mortgage Underwriting for MetLife Home Loans LLC,

1 successor by merger to MetLife Bank, N.A. ("MetLife"), which has been my employer for the
2 last seven years. In my capacity as Director—Mortgage Underwriting, I am familiar with the
3 records of MetLife and specifically with MetLife's records related to this action and the real
4 property located at 8181 Amy Springs St., Las Vegas, NV 89113 (the "Property").

5 3. I have personal, first-hand knowledge (unless indicated otherwise herein) of the
6 facts stated in this Declaration and could and would testify to the veracity of such facts if called
7 upon to do so in a court of law.

8 4. On April 24, 2009, Edna Allas entered into a deed of trust to secure a loan on the
9 Property issued by MetLife. The deed of trust identifies MetLife as the lender and Mortgage
10 Electronic Registration Systems, Inc. as the beneficiary. A true and correct copy of the deed of
11 trust is attached as Exhibit C to MetLife's Motion for Summary Judgment.

12 5. The principal amount of the loan was \$147,283.00.

13 6. MetLife became aware that on November 2, 2011 Nevada Association Services
14 ("NAS"), on behalf of York Village Homeowners Association (the "HOA"), recorded a Notice
15 of Default and Election to Sell ("Notice of Default") against the Property in the amount of
16 \$2,205.34. A true and correct copy of the Notice of Default is attached as Exhibit E to MetLife's
17 Motion for Summary Judgment.

18 7. On January 10, 2012, MetLife paid NAS \$2,205.34, the full amount of \$2,205.34
19 identified on the Notice of Default. A true and correct copy of the check and the endorsement by
20 NAS is attached as Exhibit H to MetLife's Motion for Summary Judgment.

21 8. I have reviewed the records for the Property on the Clark County Recorder's on-
22 line database and NAS or the HOA did not find any record of any additional notices of
23 delinquent assessment liens or notice of default after receipt of the payment from Metlife. A
24 copy of a print out from the Clark County Recorder's database records for the Property is
25 attached as Exhibit S to MetLife's Motion for Summary Judgment.

26 9. After making the payment on January 10, 2012, MetLife did not receive any other
27 communication or notice from NAS or the HOA that any amount remained due from the Notice
28 of Default until the Notice of Foreclosure Sale was recorded on August 1, 2012.

Gordon & Rees LLP
300 S. Fourth Street, Suite 1550
Las Vegas, Nevada 89101

10. On February 17, 2012, MERS assigned the beneficial interest under the deed of trust to MetLife. A true and correct copy of the Corporate Assignment of Deed of Trust is attached as Exhibit O to MetLife's Motion for Summary Judgment.

11. On August 8, 2013, Select Portfolio Servicing, Inc., the then servicer of the deed of trust, recorded a Corrective Corporate Assignment of Deed of Trust under which MetLife assigned the deed of trust and all of MetLife's beneficial interest in the property to JP Morgan Chase Bank, N.A. A true and correct copy of the Corrective Corporate Assignment of Deed of Trust is attached as Exhibit Q to MetLife's Motion for Summary Judgment.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed on January 9th, 2017 in Morristown, New Jersey.


MATTHEW PRYLL

EXHIBIT B

DECL
ROBERT S. LARSEN, ESQ.
Nevada Bar No. 7785
GORDON & REES LLP
300 South Fourth Street, Suite 1550
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*Attorneys for Defendant/Counterclaimant/
Crossclaimant MetLife Home Loans,
A Division Of MetLife Bank, N.A.*

DISTRICT COURT
CLARK COUNTY, NEVADA

RJRN HOLDINGS, LLC,)
Plaintiff,)
CASE NO. A-15-719913-C
DEPT NO. VIII

vs.

EDNA A. ALLAS; ALEX BALAGOT;)
ROWENA A. BALAGOT; JPMORGAN CHASE)
BANK N.A.; METLIFE HOME LOANS, A)
DIVISION OF METLIFE BANK, N.A.; YORK)
VILLAGE COMMUNITY ASSOCIATION; and;)
DOES 1-10; and ROE CORPORATIONS 1-10,)
Defendants.)

AND RELATED ACTIONS.

DECLARATION OF ROBERT S. LARSEN IN SUPPORT OF
METLIFE HOME LOANS' MOTION FOR SUMMARY JUDGMENT

I, Robert S. Larsen, hereby declare under penalty of perjury under the laws of the State of Nevada that the following is true and correct:

1. I am an attorney representing Defendant MetLife Home Loans ("MetLife") in this matter. I am over the age of 18 and am competent to be a witness in this matter. All statements

1 made in this declaration are based upon my personal knowledge. This declaration is submitted in
2 support of MetLife's Motion for Summary Judgment.

3 2. Exhibit D to MetLife's Motion for Summary Judgment is a true and correct copy
4 of a portion of Plaintiff RJRN Holdings, LLC's First Supplemental Disclosures Pursuant to
5 NRCP 16.1. Exhibit D includes an Affidavit of Custodian of Records from Nevada Association
6 Services ("NAS") pursuant to documents produced by subpoena. The Affidavit of Custodian of
7 Records from NAS authenticates several exhibits attached to MetLife's Motion for Summary
8 Judgment including, Exhibits E, F, G, I, J, K.

9 3. A true and correct copy of excerpts from the Deposition of Rahoul Sharan the
10 30(b)(6) representative of RJRN Holdings, LLC taken on November 10, 2016 is attached as
11 Exhibit P to MetLife's Motion for Summary Judgment.

12 4. A true and correct copy of a printout from the Nevada Secretary of State's Online
13 Database dated January 3, 2017 for Platinum Realty and Holdings LLC is attached as Exhibit R
14 to MetLife's Motion for Summary Judgment.

15 Dated January 6, 2017, at Las Vegas, Nevada.

16
17 /s/ Robert S. Larsen

18 Robert S. Larsen, Nevada Bar No.7785
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EXHIBIT C



20090428-0001620

Fee: \$28.00 RPTT: \$0.00

N/C Fee: \$0.00

04/28/2009 09:39:42

T20090145348

Requestor:

CHICAGO TITLE THE POINTE

Debbie Conway MSH

Clark County Recorder Pgs: 15

Assessor's Parcel Number:

County: 176-15-511-019 City: N/A

Return To: MetLife Home Loans - POST CLSG MAIL RM

1555 W Walnut Hill Ln #200 MC 6712

Irving, TX 75038

Prepared By: MetLife Home Loans,

a Division of MetLife Bank, N.A.

1401 N Green Valley Pkwy., Suite 250

Henderson, NV 89074

Recording Requested By:

MetLife Home Loans

4000 Horizon Way, Suite 100

Irving, TX 75063

09015068 KCF

[Space Above This Line For Recording Data]

State of Nevada

DEED OF TRUST

FHA Case No.

332-4868664-703

MIN 100749500715786458

THIS DEED OF TRUST ("Security Instrument") is made on April 24, 2009
 The Grantor is EDNA A ALLAS, A Married Woman, As Her Sole and
 separate property *tan*

("Borrower"). The trustee is CHICAGO TITLE

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FHA Deed of Trust with MERS-NV

VMP®

Wolters Kluwer Financial Services

Revised 4/96 Amended 2/98

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("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

MetLife Home Loans, a Division of MetLife Bank, N.A. , ("Lender")
is organized and existing under the laws of THE UNITED STATES OF AMERICA
and whose address is 4000 HORIZON WAY,
IRVING, TEXAS 75063

Borrower owes Lender the principal sum of
ONE HUNDRED FORTY SEVEN THOUSAND TWO HUNDRED EIGHTY THREE & 00/100
Dollars (U.S. \$ 147,283.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2039 . This Security Instrument secures to Lender:

(a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in Clark County, Nevada:

All that tract or parcel of land as shown on Exhibit "A" attached hereto which is incorporated herein and made a part hereof.

which has the address of 8181 AMY SPRINGS STREET [Street]
LAS VEGAS [City], Nevada 89113 [Zip Code]
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of

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record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

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Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

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6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

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(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's

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successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender, or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ **dollars not to exceed the maximum allowable per HUD.**

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Growing Equity Rider	<input type="checkbox"/> Other [specify]
<input checked="" type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Graduated Payment Rider	

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BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

_____	<u>Edna A Allas</u> (Seal) EDNA A ALLAS -Borrower
_____	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

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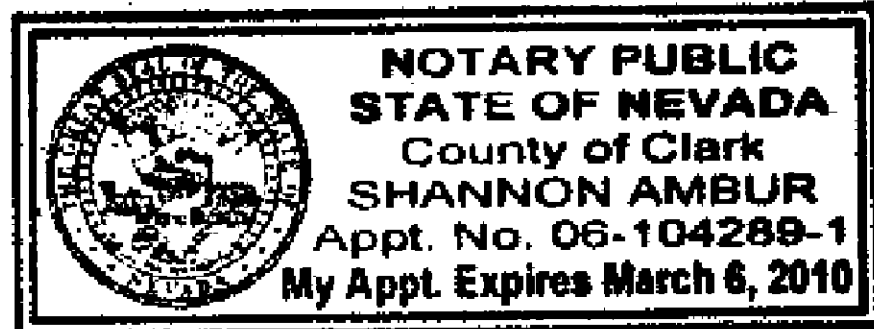
STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on
EDNA A ALLAS

4/24/2009

by



Mail Tax Statements To:

TOTAL MORTGAGE SOLUTIONS, LP
1555 W. WALNUT HILL LANE, SUITE 200A
IRVING, TX 75038

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Exhibit A

Parcel I:

Lot Nineteen (19) of Final Map of Windmill/Rainbow (a common interest community), as shown by map thereof on file in Book 132 of Plats, Page 63, in the Office of the County Recorder of Clark County, Nevada and as amended by Certificate of Amendment recorded August 2, 2006 in Book 20060802 as Document No. 0004585, Official Records.

Parcel II:

A non-exclusive use of Common Elements as set forth and subject to the Declaration of Covenants, Conditions and Restrictions for York Village, recorded November 28, 2006 in Book 20061128 as Document No. 0004064, Official Records.

PLANNED UNIT DEVELOPMENT RIDER

0071578645

FHA Case No.

332-4868664-703

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 24th day of April 2009, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to MetLife Home Loans, a Division of MetLife Bank, N.A.

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

8181 AMY SPRINGS STREET, LAS VEGAS, NV 89113

[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as YORK VILLAGE COMMUNITY ASSOCIATION

[Name of Planned Unit Development]

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of

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one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.

- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, the Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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Attorney for Appellant, RJRN Holdings, LLC

Electronically Filed
Oct 19 2017 02:25 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

RJRN HOLDINGS, LLC,

Appellant,

vs.

JPMORGAN CHASE BANK, N.A.;
AND METLIFE HOME LOANS,

Respondents.

Supreme Court Case No.: 73163

District Court Case No.:
A-15-719913-C

Appeal from the Eighth Judicial
District Court, Clark County, Nevada

APPELLANT'S APPENDIX

AMENDED VOLUME I

DOCUMENT	VOLUME	PAGE NOS.
Affidavit of Due Diligence – Alex Balagot	I	APP0036-APP0037
Affidavit of Due Diligence – Edna A. Allas	I	APP0034-APP0035
Affidavit of Due Diligence – Rowena Balagot	I	APP0038-APP0039
Affidavit of Mailing of Summons and Amended Complaint (Alex Balagot)	I	APP0094
Affidavit of Mailing of Summons and Amended Complaint (Edna A. Allas)	I	APP0093

DOCUMENT	VOLUME	PAGE NOS.
Affidavit of Mailing of Summons and Amended Complaint (Rowena Balagot)	I	APP0095
Affidavit of Publication of Summons (Alex Balagot)	I	APP0118
Affidavit of Publication of Summons (Edna A. Allas)	I	APP0119
Affidavit of Publication of Summons (Rowena Balagot)	I	APP0120
Affidavit of Service for JPMorgan Chase Bank, N.A.	I	APP0028-APP0029
Affidavit of Service for MetLife Home Loans, a Division of MetLife Bank, N.A.	I	APP0026-APP0027
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Amended Order Granting Ex Parte Motion to Enlarge Time for Service of Process and for an Order for Service by Publication as to Edna A. Allas	I	APP0137-APP0138
Amended Order Granting Ex Parte Motion to Enlarge Time for Service of Process and for an Order for Service by Publication as to Rowena Balagot	I	APP0135-APP0136
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Default (Alex Balagot)	I	APP0142-APP0143
Default (Edna A. Allas)	I	APP0144-APP0145
Default (JPMorgan Chase Bank N.A.)	I	APP0040-APP0041
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JPMorgan Chase's Reply to Plaintiff RJRN Holdings LLC's Opposition to Motion for Summary Judgment	IV	APP0922-APP0937

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MetLife Home Loans LLC, Successor by Merger to MetLife Bank, N.A.'s Answer to RJRN Holdings LLC's Amended Complaint and Counterclaim	I	APP0099-APP0111
MetLife Home Loans' Motion for Summary Judgment (part 1)	I	APP0209-APP0250
MetLife Home Loans' Motion for Summary Judgment (part 2)	II	APP0251-APP0350
MetLife Home Loans' Opposition to Plaintiff's Motion for Summary Judgment	III	APP0613-APP0708
MetLife Home Loans' Reply in Support of Motion for Summary Judgment	IV	APP0861-APP0921
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Plaintiff's Opposition to Defendant JPMorgan's Motion for Summary Judgment (part 1)	III	APP0745-APP0750
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Plaintiff RJRN Holdings LLC's Motion for Summary Judgment (part 2)	III	APP0501-APP0612
Plaintiff RJRN Holdings LLC's Reply in Support of its Motion for Summary Judgment	IV	APP0938-APP0944
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Stipulation and Order to Continue Hearing and Modify Briefing Schedule	IV	APP0834-APP0837
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Transcript of Proceedings (part 2)	V	APP1001-APP1005

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6/15/2015	Amended Complaint	I	APP0010-APP0016
6/22/2015	Notice of Lis Pendens	I	APP0017
6/25/2015	Affidavit of Service for York Village Community Association	I	APP0018-APP0019

DATE	DOCUMENT	VOLUME	PAGE NOS.
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8/5/2015	Affidavit of Service for MetLife Home Loans, a Division of MetLife Bank, N.A.	I	APP0026-APP0027
8/5/2015	Affidavit of Service for JPMorgan Chase Bank, N.A.	I	APP0028-APP0029
8/5/2015	Three Day Notice of Intent to Enter Default (JPMorgan Chase Bank N.A.)	I	APP0030-APP0031
8/5/2015	Three Day Notice of Intent to Enter Default (MetLife Home Loans)	I	APP0032-APP0033
8/10/2015	Affidavit of Due Diligence – Edna A. Allas	I	APP0034-APP0035
8/10/2015	Affidavit of Due Diligence – Alex Balagot	I	APP0036-APP0037
8/10/2015	Affidavit of Due Diligence – Rowena Balagot	I	APP0038-APP0039
8/17/2015	Default (JPMorgan Chase Bank N.A.)	I	APP0040-APP0041
8/18/2015	Ex Parte Motion to Enlarge Time for Service of Process and for an Order for Service by Publication (Edna A. Allas)	I	APP0042-APP0050
8/18/2015	Ex Parte Motion to Enlarge Time for Service of Process and for an Order for Service by Publication (Alex Balagot)	I	APP0051-APP0061

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8/25/2015	Answer to Amended Complaint (JPMorgan)	I	APP0073-APP0083
9/8/2015	Notice of Early Case Conference	I	APP0084-APP0086
9/8/2015	Order Granting Ex Parte Motion to Enlarge Time for Service of Process and for an Order for Service by Publication as to Edna A. Allas	I	APP0087-APP0088
9/8/2015	Order Granting Ex Parte Motion to Enlarge Time for Service of Process and for an Order for Service by Publication as to Alex Balagot	I	APP0089-APP0090
9/8/2015	Order Granting Ex Parte Motion to Enlarge Time for Service of Process and for an Order for Service by Publication as to Rowena Balagot	I	APP0091-APP0092
9/15/2015	Affidavit of Mailing of Summons and Amended Complaint (Edna A. Allas)	I	APP0093
9/15/2015	Affidavit of Mailing of Summons and Amended Complaint (Alex Balagot)	I	APP0094
9/15/2015	Affidavit of Mailing of Summons and Amended Complaint (Rowena Balagot)	I	APP0095
9/24/2015	Stipulation and Order to Set Aside Default and for Dismissal of Party and Disclaimer of Fees and Assessments	I	APP0096-APP0098

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10/14/2015	Affidavit of Publication of Summons (Alex Balagot)	I	APP0118
10/14/2015	Affidavit of Publication of Summons (Edna A. Allas)	I	APP0119
10/14/2015	Affidavit of Publication of Summons (Rowena Balagot)	I	APP0120
10/15/2015	Plaintiff's Answer to MetLife Home Loans LLC Successor by Merger to MetLife Bank, N.A.'s Counterclaims	I	APP0121-APP0128
11/5/2015	Three Day Notice of Intent to Enter Default (Alex Balagot)	I	APP0129-APP0130
11/5/2015	Three Day Notice of Intent to Enter Default (Edna A. Allas)	I	APP0131-APP0132
11/5/2015	Three Day Notice of Intent to Enter Default (Rowena Balagot)	I	APP0133-APP0134
12/30/2015	Amended Order Granting Ex Parte Motion to Enlarge Time for Service of Process and for an Order for Service by Publication as to Rowena Balagot	I	APP0135-APP0136
12/30/2015	Amended Order Granting Ex Parte Motion to Enlarge Time for Service of Process and for an Order for Service by Publication as to Edna A. Allas	I	APP0137-APP0138

DATE	DOCUMENT	VOLUME	PAGE NOS.
12/30/2015	Amended Order Granting Ex Parte Motion to Enlarge Time for Service of Process and for an Order for Service by Publication as to Alex Balagot	I	APP0139-APP0140
1/14/2016	Register of Actions – Minute Order from January 14, 2016	I	APP0141
1/22/2016	Default (Alex Balagot)	I	APP0142-APP0143
1/22/2016	Default (Edna A. Allas)	I	APP0144-APP0145
1/22/2016	Default (Rowena Balagot)	I	APP0146-APP0147
2/4/2016	Notice of Early Case Conference	I	APP0148-APP0150
3/24/2016	Joint Case Conference Report	I	APP0151-APP0170
4/6/2016	Scheduling Order	I	APP0171-APP0173
4/19/2016	Order Setting Civil Non-Jury Trial and Calendar Call	I	APP0174-APP0175
8/16/2016	Stipulation and Order to Extend Discovery Deadlines and Continue Trial (First Request)	I	APP0176-APP0180
8/17/2016	Notice of Entry of Stipulation and Order to Extend Discovery Deadlines and Continue Trial (First Request)	I	APP0181-APP0189
10/19/2016	Notice of Constitutional Question	I	APP0190-APP0192
12/21/2016	Stipulation and Order to Continue Trial (First Request)	I	APP0193-APP0197
12/21/2016	Notice of Entry of Stipulation and Order to Continue Trial (First Request)	I	APP0198-APP0205

DATE	DOCUMENT	VOLUME	PAGE NOS.
12/22/2016	Amended Order Setting Civil Non-Jury Trial	I	APP0206-APP0208
1/6/2017	MetLife Home Loans' Motion for Summary Judgment (part 1)	I	APP0209-APP0250

DATED this 18th day of October, 2017.

The Law Office of Mike Beede, PLLC

/s/Michael Beede

Michael Beede, Esq.

Nevada Bar No. 13068

2470 St. Rose Pkwy, Suite 201

Henderson, NV 89074

Attorney for Appellant, RJRN

Holdings, LLC

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On October 19, 2017, I caused to be served a true and correct copy of the foregoing APPELLANT'S APPENDIX AMENDED VOLUME I upon the following by the method indicated:

☒ BY ELECTRONIC SUBMISSION: submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.

☐ BY U.S. MAIL: by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below.

/s/Amanda Abril

An Employee of The Law Office of Mike Beede, PLLC

DISTRICT COURT CIVIL COVER SHEET

County, Nevada
Case No. A-15-719913-C Dept VIII
(Assigned by Clerk's Office)

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

Plaintiff(s) (name/address/phone): <div style="text-align: center;"> RJRN Holdings LLC 2230 Paseo Del Prado #C-105 Las Vegas, NV 89102 </div>	Defendant(s) (name/address/phone): <div style="text-align: center;"> Edna Allas; Alex Balagot; Rowena Balagot; JP Morgan Chase Bank NA; Metlife Home Loans, et al. </div>
Attorney (name/address/phone): <div style="text-align: center;"> Michael Beede, Esq. 2300 W. Sahara Ave. #420 Las Vegas, NV 89102 701-473-8406 </div>	Attorney (name/address/phone):

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

Civil Case Filing Types

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

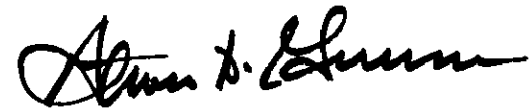
Business Court filings should be filed using the Business Court civil coversheet.

6/15/15

Date

Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

COMP

MICHAEL N. BEEDE, ESQ.
Nevada State Bar No. 13068

THE LAW OFFICE OF MIKE BEEDE, PLLC

2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Eservice@legallv.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; NEVADA ASSOCIATION
SERVICES, INC.; YORK VILLAGE
COMMUNITY ASSOCIATION; and DOES
1 through 10, inclusive; ROE
CORPORATIONS 1 through 10, inclusive,

Defendants,

CASE NO. A-15-719913-C

DEPT NO. VIII

COMPLAINT: QUIET TITLE

EXEMPTION FROM ARBITRATION:

Title to real property

COMES NOW, RJRN HOLDINGS LLC, by and through its attorney, Michael N. Beede,
Esq., and hereby complain and allege against the above-named Defendants as follows:

PARTIES, JURISDICTION AND VENUE

1. This action relates to the ownership and title to certain residential real property located in Clark County, Nevada commonly known as 8181 Amy Springs St, Las Vegas, NV 89113 and bearing Clark County Assessor's Parcel Number 176-15-511-019 (the "property"). Accordingly, jurisdiction and venue are appropriate in Clark County, Nevada.

2. Plaintiff, RJRN HOLDINGS LLC, is a resident of Clark County, Nevada and is the record owner(s) of the Property.
3. Upon information and belief, Defendants, EDNA A. ALLAS, ALEX BALAGOT and ROWENA A. BALAGOT, are resident(s) of Clark County, Nevada and were the owner(s) of the Property prior to the issuance of a foreclosure deed to Platinum Realty & Holdings LLC on 10/12/2012.
4. Upon information and belief, Defendant York Village Community Association is a non-profit corporation in Clark County, Nevada that holds an interest in the Property through the Declaration of Covenants, Conditions and Restrictions adopted by same.
5. Upon information and belief, Defendant JPMORGAN CHASE BANK N.A. is a national association doing business in Clark County, Nevada.
6. Upon information and belief, Defendant MetLife Home Loans, a Division of MetLife Bank, N.A. (hereafter, "MetLife") is a national association doing business in Clark County, Nevada.
7. Upon information and belief, Defendant Nevada Association Services, Inc. is a corporation doing business in Clark County, Nevada.
8. The true names and capacities, whether individual, corporate, associate or otherwise, of Does 1 through 10, inclusive, and Roe Business entities 1 through 10, inclusive, are unknown to the Plaintiff at this time. Plaintiff therefore sues said Does and Roes by said names, as Plaintiff believes that said Does and/or Roes are in some way responsible for some or all of Plaintiff's damages set forth herein. Plaintiff will request leave of this Court to amend its Complaint when such names and identities become known to it.
9. Jurisdiction and venue are proper in this Court because this action concerns real property located in the County of Clark, State of Nevada, and the facts, acts, events and circumstances herein mentioned, alleged and described occurred in the County of Clark, State of Nevada.

GENERAL ALLEGATIONS

10. The Property is located at 8181 Amy Springs St, Las Vegas, NV 89113, bearing Clark County Assessor's Parcel Number 176-15-511-019, and the legal description of: WINDMILL RAINBOW, PLAT BOOK 132, PAGE 63, LOT 19 SEC 15 TWP 22 RNG 60 Clark County.
11. Plaintiff obtained title to The Property by way of quitclaim deed, granted by Rex Achambault, recorded on 02/10/2014.
12. Rex Achambault obtained title to The Property by way of quitclaim deed, granted by Platinum Realty & Holdings LLC.
13. Platinum Realty & Holdings LLC obtained title to The Property by way of foreclosure deed, recorded on 10/19/2012 arising from a delinquency in assessments due from the former owners, EDNA A. ALLAS, ALEX BALAGOT and ROWENA A. BALAGOT, to the York Village Community Association pursuant to NRS Chapter 116.
14. Upon information and belief, each of the defendants was noticed by Nevada Association Services, Inc. which complied with all relevant portions of NRS 116. A copy of the Notice of Foreclosure Sale was recorded on 08/01/2012.
15. Plaintiff took title to the Property free and clear of all junior liens and encumbrances affecting title to the Property, including the First Deed of Trust, any assessments or other fees claimed by York Village Community Association accruing prior to the date of the Deed, and any claim to title of the Property that may be asserted to by Defendants.
16. Notwithstanding the recording of the Deed on 10/19/2012, Plaintiffs are informed and believe that JP MORGAN CHASE BANK N.A. claims to continue to hold an interest in the Property superior to that of Plaintiff's by virtue of its purported Deed of Trust.
17. Plaintiff is informed and believes EDNA A. ALLAS, ALEX BALAGOT AND ROWENA A. BALAGOT granted a deed of trust in favor of MetLife, naming Mortgage Electronic Registration Systems, Inc. as beneficiary, which was recorded with the Clark County Recorder on 04/28/2009.

- 1 18. On February 17, 2012, MERS assigned all rights under the deed of trust back to
2 MetLife Home Loans, a Division of MetLife Bank, N.A.
- 3 19. Plaintiff is informed and believes MetLife subsequently assigned all rights under the
4 deed of trust to JPMORGAN CHASE BANK N.A., which was recorded with the
5 Clark County Recorder on 08/12/2013.
- 6 20. Plaintiff is informed and believes that York Village Community Association claims a
7 lien upon the Property for assessments accruing pursuant to the CC&Rs in an amount
8 of excess of that to which York Village Community Association may be entitled to
9 pursuant to NRS 116.3116.
- 10 21. The claims to title of The Property asserted by each defendant conflict with Plaintiffs'
11 claim to title and constitute a cloud upon title.
- 12 22. The interest of each of the defendants, if any, has been extinguished by reason of the
13 foreclosure sale, which was properly conducted with adequate notice given to all
14 persons and entities claiming a recorded interest in the subject property, and resulting
15 from a delinquency in assessments due from the former owner, to York Village
16 Community Association, pursuant to NRS Chapter 116 and *SFR Invs. Pool 1, LLC v.*
17 *U.S. Bank, N.A.*, 334 P.3d 408 (2014).
- 18 23. Therefore, Plaintiff brings the instant action to quiet all claims against all known
19 persons and/or entities claiming legal or equitable interests in the Property.

20 **FIRST CLAIM FOR RELIEF ACTION**

21 **(Declaratory Relief/Quiet Title Pursuant to NRS 30.010, et. Seq. and NRS 116,**
22 **et. seq.)**

- 23 24. Plaintiff incorporates each and every of the preceding paragraphs as if fully set forth
24 herein.
- 25 25. Pursuant to NRS 30.030, et seq. and NRS 40.010, this Court has the power and
26 authority to declare Plaintiff's rights and interests in the Property and to resolve the
27 Defendants' adverse claims to the Property.
- 28

- 1 26. Plaintiff's predecessor in interest, Platinum Realty & Holdings LLC acquired the
2 Property by successfully bidding on the Property at a public sale held on 10/12/2012
3 in accordance with NRS Chapter 116.
- 4 27. Plaintiff is the rightful owner of The Property by virtue of the Quitclaim Deed.
- 5 28. Upon information and belief, the Defendants herein assert claims to the Property
6 adverse to that of the Plaintiffs.
- 7 29. Plaintiff is entitled to a declaratory judgment from this court finding that: (1) Plaintiff
8 owns the Property in fee simple free and clear of any interest in the Property claimed
9 by any and all Defendants; (2) the Deed is valid and enforceable; (3) the conveyance
10 of the Property to Plaintiff's predecessor in interest, Platinum Realty & Holdings
11 LLC, through the Foreclosure Deed extinguished Defendants' security and/or
12 ownership interests in the Property; (4) any attempt to transfer title to the Property
13 through a non-judicial foreclosure sale pursuant to the First Deed of Trust would be
14 invalid; and (5) Plaintiffs' rights and interest in the Property are superior to any
15 adverse interests claimed by Defendants.
- 16 30. Plaintiff seeks an Order from the Court quieting title to the Property in favor of the
17 Plaintiff.

18 **SECOND CLAIM FOR RELIEF**

19 **(Preliminary and Permanent Injunction against all defendants)**

- 20 31. Plaintiff incorporates each and every of the preceding paragraphs as if fully set forth
21 herein.
- 22 32. Plaintiff's predecessor in interest, Platinum Realty & Holdings LLC, acquired the
23 Property by successfully bidding on the Property at a public sale held on 10/12/2012
24 in accordance with NRS Chapter 116, and became the rightful owner of the Property
25 by virtue of the Foreclosure Deed.
- 26 33. Platinum Realty & Holdings LLC granted all rights in the Property to Rex
27 Achambault by way of quitclaim deed, which was recorded with the Clark County
28 Recorder on 06/07/2013.

- 1 34. Rex Achambault granted all rights in the Property to Plaintiff by way of quitclaim
2 deed, which was recorded with the Clark County Recorder on 02/10/2014.
- 3 35. Notwithstanding the conveyance of the Property to Plaintiff, Defendants continue to
4 claim adverse interests in the Property through the Deed of Trust.
- 5 36. Plaintiff is informed and believes that JPMORGAN CHASE BANK N.A. may
6 improperly attempt to complete a non-judicial foreclosure sale of the Property under
7 the Deed of Trust pursuant to NRS Chapter 107.080, et seq. despite the fact that
8 Plaintiff holds a superior interest in the Property.
- 9 37. Plaintiff is entitled to a preliminary injunction and permanent injunction prohibiting
10 JPMORGAN CHASE BANK N.A. from initiating or attempting to complete any
11 foreclosure proceeding under the Deed of Trust or otherwise attempting to transfer
12 title to the Property thereunder.

13
14 **THIRD CLAIM FOR RELIEF**

15 **(Slander to Title)**

- 16 38. Plaintiff incorporates each and every of the preceding paragraphs as if fully set forth
17 herein.
- 18 39. Defendants have made false assertions affecting the title to The Property. Namely,
19 JPMORGAN CHASE BANK N.A. has made adverse claims that conflict with
20 Plaintiff's claim to title and constitute a cloud upon title.
- 21 40. Defendants have made these claims, despite knowing that Plaintiff's interest in the
22 Property is superior to Defendants; purported interests, which were extinguished by
23 operation of law.
- 24 41. As a direct and natural result of Defendants' actions, Defendants have forced Plaintiff
25 to file the instant Complaint, which has caused Plaintiff to incur special damages,
26 including attorney's fees and costs.
- 27 42. As such, Plaintiff is entitled to an award of attorney's fees and costs, as well as any
28 other special damages Plaintiff suffers, as a result of Defendants actions herein.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for relief as follows:

- 3 1. For a determination and declaration that Plaintiff is the rightful owner of title to
4 the Property, free and clear of all claims of the Defendants;
5 2. For an award of special damages, including reasonable attorneys' fees;
6 3. For court costs incurred;
7 4. For a preliminary and permanent injunction prohibiting from initiating or
8 continuing foreclosure proceedings or otherwise attempting to transfer title to the
9 Property;
10 5. For such other and further relief as the Court deems just and proper.

11
12 DATED this 15 day of June, 2015.

13 THE LAW OFFICE OF MIKE BEEDE, PLLC

14
15 BY: 

16 Michael N. Beede, Esq.
17 Nevada State Bar No. 13068
18 2300 W Sahara Ave., Suite 420
19 Las Vegas, NV 89102
20 Telephone (702) 473-840
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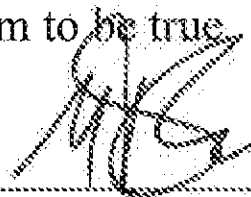
VERIFICATION

STATE OF NEVADA)

) ss

COUNTY OF CLARK)

Michael Beede, being first duly sworn upon oath, deposes and states that he is the attorney-in-fact and authorized representative of the Plaintiff in the above-entitled action; that he has read the above and foregoing complaint and knows the contents thereof; and, that the same is true of his own knowledge, except as to those matters therein stated upon information and belief, and as to those matters he believes them to be true.



Michael Beede

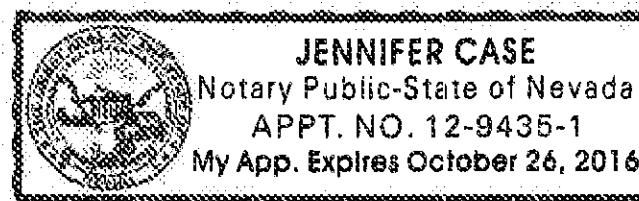
SUBSCRIBED AND SWORN to before me

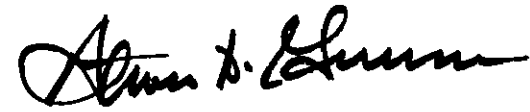
this 15 day of June, 2015.



NOTARY PUBLIC in and for said

County and State





CLERK OF THE COURT

1 **ACOMP**

2 MICHAEL N. BEEDE, ESQ.

3 Nevada State Bar No. 13068

4 **THE LAW OFFICE OF MIKE BEEDE, PLLC**

5 2300 W Sahara Ave., Suite 420

6 Las Vegas, NV 89102

7 Telephone (702) 473-8406

8 Facsimile (702) 832-0248

9 Eservice@legallv.com

10 Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

CASE NO. A-15-719913-C

DEPT NO. VIII

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

AMENDED COMPLAINT

COMES NOW, RJRN HOLDINGS LLC, by and through its attorney, Michael N. Beede,
Esq., and hereby complain and allege against the above-named Defendants as follows:

PARTIES, JURISDICTION AND VENUE

1. This action relates to the ownership and title to certain residential real property located in Clark County, Nevada commonly known as 8181 Amy Springs St, Las Vegas, NV 89113 and bearing Clark County Assessor's Parcel Number 176-15-511-019 (the "property"). Accordingly, jurisdiction and venue are appropriate in Clark County, Nevada.
2. Plaintiff, RJRN HOLDINGS LLC, is a resident of Clark County, Nevada and is the record owner(s) of the Property.

3. Upon information and belief, Defendants, EDNA A. ALLAS, ALEX BALAGOT and ROWENA A. BALAGOT, are resident(s) of Clark County, Nevada and were the owner(s) of the Property prior to the issuance of a foreclosure deed to Platinum Realty & Holdings LLC on 10/12/2012.
4. Upon information and belief, Defendant York Village Community Association is a non-profit corporation in Clark County, Nevada that holds an interest in the Property through the Declaration of Covenants, Conditions and Restrictions adopted by same.
5. Upon information and belief, Defendant JPMORGAN CHASE BANK N.A. is a national association doing business in Clark County, Nevada.
6. Upon information and belief, Defendant MetLife Home Loans, a Division of MetLife Bank, N.A. (hereafter, "MetLife") is a national association doing business in Clark County, Nevada.
7. Upon information and belief, Defendant Nevada Association Services, Inc. is a corporation doing business in Clark County, Nevada.
8. The true names and capacities, whether individual, corporate, associate or otherwise, of Does 1 through 10, inclusive, and Roe Business entities 1 through 10, inclusive, are unknown to the Plaintiff at this time. Plaintiff therefore sues said Does and Roes by said names, as Plaintiff believes that said Does and/or Roes are in some way responsible for some or all of Plaintiff's damages set forth herein. Plaintiff will request leave of this Court to amend its Complaint when such names and identities become known to it.
9. Jurisdiction and venue are proper in this Court because this action concerns real property located in the County of Clark, State of Nevada, and the facts, acts, events and circumstances herein mentioned, alleged and described occurred in the County of Clark, State of Nevada.

GENERAL ALLEGATIONS

10. The Property is located at 8181 Amy Springs St, Las Vegas, NV 89113, bearing Clark County Assessor's Parcel Number 176-15-511-019, and the legal description

1 of: WINDMILL RAINBOW, PLAT BOOK 132, PAGE 63, LOT 19 SEC 15 TWP 22
2 RNG 60 Clark County.

- 3 11. Plaintiff obtained title to The Property by way of quitclaim deed, granted by Rex
4 Achambault, recorded on 02/10/2014.
- 5 12. Rex Achambault obtained title to The Property by way of quitclaim deed, granted by
6 Platinum Realty & Holdings LLC.
- 7 13. Platinum Realty & Holdings LLC obtained title to The Property by way of
8 foreclosure deed, recorded on 10/19/2012 arising from a delinquency in assessments
9 due from the former owners, EDNA A. ALLAS, ALEX BALAGOT and ROWENA
10 A. BALAGOT, to the York Village Community Association pursuant to NRS
11 Chapter 116.
- 12 14. Upon information and belief, each of the defendants was noticed by Nevada
13 Association Services, Inc. which complied with all relevant portions of NRS 116. A
14 copy of the Notice of Foreclosure Sale was recorded on 08/01/2012.
- 15 15. Plaintiff took title to the Property free and clear of all junior liens and encumbrances
16 affecting title to the Property, including the First Deed of Trust, any assessments or
17 other fees claimed by York Village Community Association accruing prior to the date
18 of the Deed, and any claim to title of the Property that may be asserted to by
19 Defendants.
- 20 16. Notwithstanding the recording of the Deed on 10/19/2012, Plaintiffs are informed and
21 believe that JP MORGAN CHASE BANK N.A. claims to continue to hold an interest
22 in the Property superior to that of Plaintiff's by virtue of its purported Deed of Trust.
- 23 17. Plaintiff is informed and believes EDNA A. ALLAS, ALEX BALAGOT AND
24 ROWENA A. BALAGOT granted a deed of trust in favor of MetLife, naming
25 Mortgage Electronic Registration Systems, Inc. as beneficiary, which was recorded
26 with the Clark County Recorder on 04/28/2009.
- 27 18. On February 17, 2012, MERS assigned all rights under the deed of trust back to
28 MetLife Home Loans, a Division of MetLife Bank, N.A.

- 1 19. Plaintiff is informed and believes MetLife subsequently assigned all rights under the
2 deed of trust to JPMORGAN CHASE BANK N.A., which was recorded with the
3 Clark County Recorder on 08/12/2013.
- 4 20. Plaintiff is informed and believes that York Village Community Association claims a
5 lien upon the Property for assessments accruing pursuant to the CC&Rs in an amount
6 of excess of that to which York Village Community Association may be entitled to
7 pursuant to NRS 116.3116.
- 8 21. The claims to title of The Property asserted by each defendant conflict with Plaintiffs'
9 claim to title and constitute a cloud upon title.
- 10 22. The interest of each of the defendants, if any, has been extinguished by reason of the
11 foreclosure sale, which was properly conducted with adequate notice given to all
12 persons and entities claiming a recorded interest in the subject property, and resulting
13 from a delinquency in assessments due from the former owner, to York Village
14 Community Association, pursuant to NRS Chapter 116 and *SFR Invs. Pool 1, LLC v.*
15 *U.S. Bank, N.A.*, 334 P.3d 408 (2014).
- 16 23. Therefore, Plaintiff brings the instant action to quiet all claims against all known
17 persons and/or entities claiming legal or equitable interests in the Property.

18 **FIRST CLAIM FOR RELIEF ACTION**

19 **(Declaratory Relief/Quiet Title Pursuant to NRS 30.010, et. Seq. and NRS 116,**
20 **et. seq.)**

- 21 24. Plaintiff incorporates each and every of the preceding paragraphs as if fully set forth
22 herein.
- 23 25. Pursuant to NRS 30.030, et seq. and NRS 40.010, this Court has the power and
24 authority to declare Plaintiff's rights and interests in the Property and to resolve the
25 Defendants' adverse claims to the Property.
- 26 26. Plaintiff's predecessor in interest, Platinum Realty & Holdings LLC acquired the
27 Property by successfully bidding on the Property at a public sale held on 10/12/2012
28 in accordance with NRS Chapter 116.
27. Plaintiff is the rightful owner of The Property by virtue of the Quitclaim Deed.

1 28. Upon information and belief, the Defendants herein assert claims to the Property
2 adverse to that of the Plaintiffs.

3 29. Plaintiff is entitled to a declaratory judgment from this court finding that: (1) Plaintiff
4 owns the Property in fee simple free and clear of any interest in the Property claimed
5 by any and all Defendants; (2) the Deed is valid and enforceable; (3) the conveyance
6 of the Property to Plaintiff's predecessor in interest, Platinum Realty & Holdings
7 LLC, through the Foreclosure Deed extinguished Defendants' security and/or
8 ownership interests in the Property; (4) any attempt to transfer title to the Property
9 through a non-judicial foreclosure sale pursuant to the First Deed of Trust would be
10 invalid; and (5) Plaintiffs' rights and interest in the Property are superior to any
11 adverse interests claimed by Defendants.

12 30. Plaintiff seeks an Order from the Court quieting title to the Property in favor of the
13 Plaintiff.

14 **SECOND CLAIM FOR RELIEF**

15 **(Preliminary and Permanent Injunction against all defendants)**

16 31. Plaintiff incorporates each and every of the preceding paragraphs as if fully set forth
17 herein.

18 32. Plaintiff's predecessor in interest, Platinum Realty & Holdings LLC, acquired the
19 Property by successfully bidding on the Property at a public sale held on 10/12/2012
20 in accordance with NRS Chapter 116, and became the rightful owner of the Property
21 by virtue of the Foreclosure Deed.

22 33. Platinum Realty & Holdings LLC granted all rights in the Property to Rex
23 Achambault by way of quitclaim deed, which was recorded with the Clark County
24 Recorder on 06/07/2013.

25 34. Rex Achambault granted all rights in the Property to Plaintiff by way of quitclaim
26 deed, which was recorded with the Clark County Recorder on 02/10/2014.

27 35. Notwithstanding the conveyance of the Property to Plaintiff, Defendants continue to
28 claim adverse interests in the Property through the Deed of Trust.

- 1 36. Plaintiff is informed and believes that JPMORGAN CHASE BANK N.A. may
2 improperly attempt to complete a non-judicial foreclosure sale of the Property under
3 the Deed of Trust pursuant to NRS Chapter 107.080, et seq. despite the fact that
4 Plaintiff holds a superior interest in the Property.
- 5 37. Plaintiff is entitled to a preliminary injunction and permanent injunction prohibiting
6 JPMORGAN CHASE BANK N.A. from initiating or attempting to complete any
7 foreclosure proceeding under the Deed of Trust or otherwise attempting to transfer
8 title to the Property thereunder.

9
10 **THIRD CLAIM FOR RELIEF**

11 **(Slander to Title)**

- 12 38. Plaintiff incorporates each and every of the preceding paragraphs as if fully set forth
13 herein.
- 14 39. Defendants have made false assertions affecting the title to The Property. Namely,
15 JPMORGAN CHASE BANK N.A. has made adverse claims that conflict with
16 Plaintiff's claim to title and constitute a cloud upon title.
- 17 40. Defendants have made these claims, despite knowing that Plaintiff's interest in the
18 Property is superior to Defendants; purported interests, which were extinguished by
19 operation of law.
- 20 41. As a direct and natural result of Defendants' actions, Defendants have forced Plaintiff
21 to file the instant Complaint, which has caused Plaintiff to incur special damages,
22 including attorney's fees and costs.
- 23 42. As such, Plaintiff is entitled to an award of attorney's fees and costs, as well as any
24 other special damages Plaintiff suffers, as a result of Defendants actions herein.

25
26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for relief as follows:

- 28 1. For a determination and declaration that Plaintiff is the rightful owner of title to
the Property, free and clear of all claims of the Defendants;

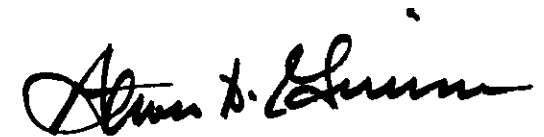
2. For an award of special damages, including reasonable attorneys' fees;
3. For court costs incurred;
4. For a preliminary and permanent injunction prohibiting from initiating or continuing foreclosure proceedings or otherwise attempting to transfer title to the Property;
5. For such other and further relief as the Court deems just and proper.

DATED this 15th day of June, 2015.

THE LAW OFFICE OF MIKE BEEDE, PLLC

BY: 

Michael N. Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-840



CLERK OF THE COURT

LIS
The Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
T: 702-473-8406
F: 702-832-0248
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

RJRN Holdings LLC,
Plaintiffs,

vs.

EDNA A. ALLAS, et al.

Defendants.

CASE NO. A-15-719913-C

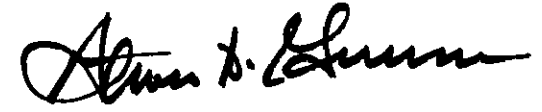
DEPT NO. VIII

NOTICE OF LIS PENDENS

Please take notice pursuant to NRS 14.010, an action has been filed by the Plaintiff, RJRN HOLDINGS LLC, regarding title and possession to the real property commonly known as 8181 Amy Springs St, Las Vegas, NV 89113 and legally described as WINDMILL RAINBOW, PLAT BOOK 132, PAGE 63, LOT 19 SEC 15 TWP 22 RNG 60.

LAW OFFICE OF MICHAEL BEEDE

BY: /s/ Michael Beede
MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
2300 W. Sahara Ave., #420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248



CLERK OF THE COURT

AOS
The Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
T: 702-473-8406
F: 702-832-0248
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

RJRN Holdings LLC,
Plaintiffs,

vs.

Edna A. Allas, et al.,

Defendants.

CASE NO. A-15-719913-C

DEPT NO.

**AFFIDAVIT OF SERVICE FOR
YORK VILLAGE COMMUNITY
ASSOCIATION**

STATE OF NEVADA

)

)ss:

COUNTY OF CLARK

)

Dallen Ripplinger, being duly sworn, says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. That affiant received one copy of the Summons and Complaint, on the 23rd day of June, 2015, and served the same on the 24th day of June, 2015, by :

1) Delivering and leaving a copy with Defendant, _____, at

1 2) Serving the Defendant _____ by personally delivering and leaving a
2 copy with _____, _____ for _____, a person of suitable age and discretion at the Defendant's
3 usual place of abode located at: _____

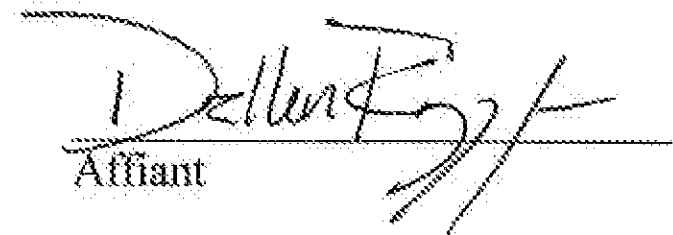
4 3) Serving Defendant York Village Community Association by personally delivering
5 and leaving a copy at Las Vegas Valley Community Management, 7571 Tule Springs Rd.
6 Las Vegas, NV 89131.

7 a. with _____ as _____, an agent lawfully designated by statute to accept
8 service of process

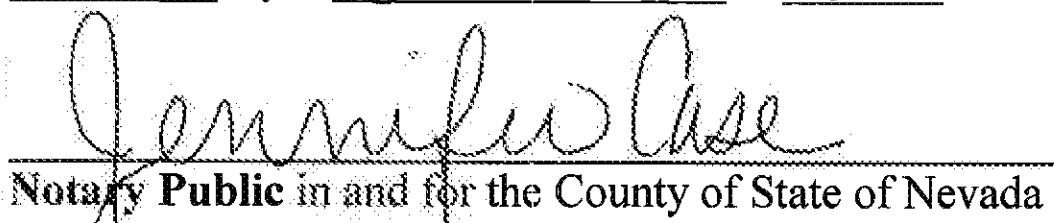
9 b. with Julie McWilliams, Administrative Assistant pursuant to NRS 14.020 as a
10 person of suitable age and discretion at the above address, which is the address of the registered
11 agent as shown on the current certificate of designation filed with Secretary of State. (Exhibit
12 1)

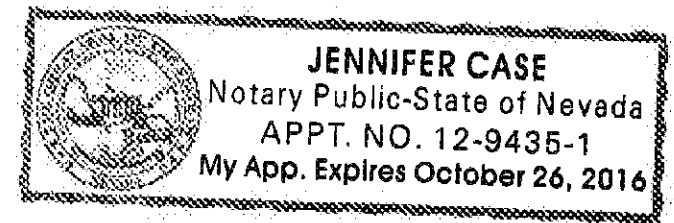
13 c. with _____, pursuant to NRS 14.090 as guard posted at the gate of the Defendant's
14 resident to which the undersigned was denied access.

15 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is
16 true and correct.

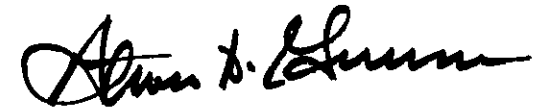
17 
18 Affiant

19 **SUBSCRIBED AND SWORN** to before me this
20 25 day of June 2015

21 
22 Notary Public in and for the County of State of Nevada



23 My commission expires: (SEAL)
24
25
26
27
28



CLERK OF THE COURT

AOS
The Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
T: 702-473-8406
F: 702-832-0248
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

RJRN Holdings LLC,
Plaintiffs,

vs

Edna A. Allas, et al.,

Defendants.

CASE NO. A-15-719913-C

DEPT NO.

**AMENDED AFFIDAVIT OF
SERVICE FOR
YORK VILLAGE COMMUNITY
ASSOCIATION**

STATE OF NEVADA

)

)ss:

COUNTY OF CLARK

)

Dallen Ripplinger, being duly sworn, says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceeding in which this affidavit is made. That affiant received one copy of the Summons and Amended Complaint, on the 23rd day of June, 2015, and served the same on the 24th day of June, 2015, by:

1) Delivering and leaving a copy with Defendant, _____, at

1 2) Serving the Defendant _____ by personally delivering and leaving a
2 copy with _____, _____ for _____, a person of suitable age and discretion at the Defendant's
3 usual place of abode located at: _____

4 3) Serving Defendant York Village Community Association by personally delivering
5 and leaving a copy at Las Vegas Valley Community Management, 7571 Tule Springs Rd.
6 Las Vegas, NV 89131.

7 a. with _____ as _____, an agent lawfully designated by statute to accept
8 service of process

9 b. with Julie McWilliams, Administrative Assistant pursuant to NRS 14.020 as a
10 person of suitable age and discretion at the above address, which is the address of the registered
11 agent as shown on the current certificate of designation filed with Secretary of State. (Exhibit
12 1)

13 c. with _____, pursuant to NRS 14.090 as guard posted at the gate of the Defendant's
14 resident to which the undersigned was denied access.

15 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is
16 true and correct.

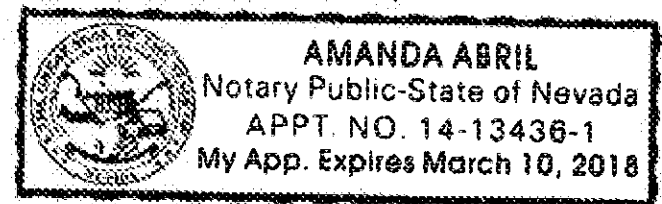
17 
18 Affiant

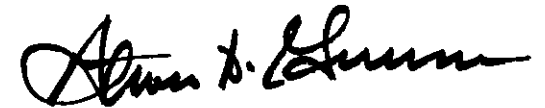
19 **SUBSCRIBED AND SWORN** to before me this
20 30th day of June 20 15

21 

22 **Notary Public** in and for the County of State of Nevada

23 My commission expires: (SEAL)





CLERK OF THE COURT

1 TDN
2 The Law Office of Mike Beede, PLLC
3 Michael Beede, Esq.
4 Nevada State Bar No. 13068
5 2300 W. Sahara Ave. #420
6 Las Vegas, NV 89102
7 eservice@legallv.com
8 T: 702-473-8406
9 F: 702-832-0248
10 Attorney for Plaintiff

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 RJRN HOLDINGS LLC,
14
15 Plaintiff,
16
17 vs.

CASE NO. A-15-719913-C
DEPT NO. VIII

18 EDNA A. ALLAS; ALEX BALAGOT;
19 ROWENA A. BALAGOT; JPMORGAN
20 CHASE BANK N.A.; METLIFE HOME
21 LOANS, A DIVISION OF METLIFE BANK,
22 N.A.; YORK VILLAGE COMMUNITY
23 ASSOCIATION; and DOES 1 through 10,
24 inclusive; ROE CORPORATIONS 1 through
25 10, inclusive,
26
27 Defendants,

28 **THREE DAY NOTICE OF INTENT TO ENTER DEFAULT**

TO: YORK VILLAGE COMMUNITY ASSOCIATION, Defendant,

PLEASE TAKE NOTICE that Plaintiff, RJRN HOLDINGS LLC, will enter a default against you unless an answer or other responsive pleading is filed within three (3) days of the date of this notice.

DATED this 16th day of July, 2015.

LAW OFFICE OF MICHAEL BEEDE

BY: 

Michael Beede, Esq.
Nevada Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, Nevada 89101

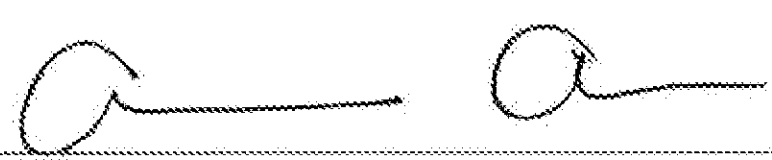
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CERTIFICATE OF SERVICE

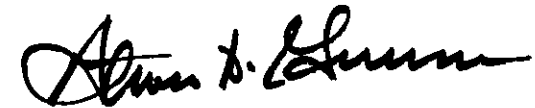
Pursuant to NRCP 5(b), I certify that I am an employee of the LAW OFFICE OF
MICHAEL BEEDE, PLLC and that on this 16th day of July, 2015, I served a copy of the
foregoing **THREE DAY NOTICE OF INTENT TO ENTER DEFAULT** as follows:

X U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage
prepaid and addressed as listed below;

York Village Community Association
c/o Las Vegas Valley Community Management
7571 Tule Springs Rd.
Las Vegas, NV 89131



An employee of the Law Office of Michael Beede



CLERK OF THE COURT

DFT
The Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
T: 702-473-8406
F: 702-832-0248
eservice@legallv.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,)
)
Plaintiff,)
Vs)
)
EDNA A. ALLAS; ALEX BALAGOT;)
)
ROWENA A. BALAGOT; JPMORGAN)
)
CHASE BANK N.A.; METLIFE HOME)
)
LOANS, A DIVISION OF METLIFE)
)
BANK, N.A.; YORK VILLAGE)
)
COMMUNITY ASSOCIATION; and)
)
DOES 1 through 10, inclusive; ROE)
)
CORPORATIONS 1 through 10, inclusive,)
Defendants.)

CASE NO.: A-15-719913-C
DEPT. NO.: VIII

DEFAULT

It appears from the files and records from the above entitled action, YORK VILLAGE COMMUNITY ASSOCIATION, duly being served a copy of the Summons and Amended Complaint on the June 24th, 2015; 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 being granted, the Default of the above mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be

//

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RECEIVED
JUL 21 2015
CLERK OF THE COURT

1 hereby entered.

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BY: DEPUTY CLERK

JUL 24 2015

Patricia Azucena

Date

Submitted by:

PATRICIA AZUCENA

A-7113

Michael Beede
Michael Beede, Esq.

Law Office of Michael Beede, Esq.

2300 W. Sahara Ave., #420

Las Vegas, NV 89102



CLERK OF THE COURT

1 **AOS**

2 MICHAEL N. BEEDE, ESQ.

3 Nevada State Bar No. 13068

4 **THE LAW OFFICE OF MIKE BEEDE, PLLC**

5 2300 W Sahara Ave., Suite 420

6 Las Vegas, NV 89102

7 Telephone (702) 473-8406

8 Facsimile (702) 832-0248

9 Eservice@legallv.com

10 Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

11 RJRN HOLDINGS LLC,

12 Plaintiff,

13 vs.

CASE NO. A-15-719913-C

DEPT NO. VIII

14 EDNA A. ALLAS; ALEX BALAGOT;
15 ROWENA A. BALAGOT; JPMORGAN
16 CHASE BANK N.A.; METLIFE HOME
17 LOANS, A DIVISION OF METLIFE BANK,
18 N.A.; YORK VILLAGE COMMUNITY
19 ASSOCIATION; and DOES 1 through 10,
20 inclusive; ROE CORPORATIONS 1 through
21 10, inclusive,

22 Defendants,

23 **AFFIDAVIT OF SERVICE FOR METLIFE HOME LOANS, A DIVISION OF METLIFE**
24 **BANK NA**



PROOF OF SERVICE

Court Date:		File No. 0004280
Court:	CLARK COUNTY DISTRICT COURT	Case No. A15719913C
Initiator:	MIKE BEEDE PLLC	Other: METLIFE HOME LOANS A DIVISION OF METLIFE BANK N A
Address:	2300 W SAHARA AVE STE 420 LAS VEGAS, NV 89102	Address: C/O CORPORATION TRUST CO OF NEVADA 311 S DIVISION ST CARSON CITY, NV 89703
Plaintiff:	RJRN HOLDINGS LLC	Defendant: METLIFE HOME LOANS A DIVISION OF METLIFE BANK N A
Address:	, 0	Address: , 0

1. Documents Served:

SUMMONS & AMENDED COMPLAINT

2. Service Attempts:

Date	Time	Address:	Served
7/08/15	11:05	311 S DIVISION ST	<input checked="" type="checkbox"/>
		Notes: CORP TRUST OF NEVADA	
		Address:	<input type="checkbox"/>
		Notes:	
		Address:	<input type="checkbox"/>
		Notes:	

3. Party Served: ALENA DUGGAN Title: AA

4. I served the party named in Item 3: TO AUTHORIZED INDIVIDUAL

5. Remarks: PROOF OF SERVICE

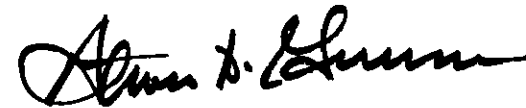
6. At the time of service I was at least 18 years of age and not a party to this action.

7. I am an authorized individual with the Carson City Sheriff's Office and certify that the foregoing is true and correct.

LEE MAJOR

Carson City Sheriff's Office
911 East Musser Street
Carson City, NV 89701
Phone: 775-887-2500

7/29/15
Date



CLERK OF THE COURT

~~ACOMPAS~~

MICHAEL N. BEEDE, ESQ.

Nevada State Bar No. 13068

THE LAW OFFICE OF MIKE BEEDE, PLLC

2300 W Sahara Ave., Suite 420

Las Vegas, NV 89102

Telephone (702) 473-8406

Facsimile (702) 832-0248

Eservice@legallv.com

Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

CASE NO. A-15-719913-C

DEPT NO. VIII

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

AFFIDAVIT OF SERVICE FOR JP MORGAN CHASE BANK NA



PROOF OF SERVICE

Court Date:		File No. 0004281
Court:	CLARK COUNTY DISTRICT COURT	Case No. A15719913C
Initiator:	MIKE BEEDE PLLC	Other: JP MORGAN CHASE BANK N A C/O CORPORATION TRUST CO OF NEVADA
Address:	2300 W SAHARA AVE STE 420 LAS VEGAS, NV 89102	Address: 311 S DIVISION ST CARSON CITY, NV 89703
Plaintiff:	RJRN HOLDINGS LLC	Defendant: JP MORGAN CHASE BANK N A
Address:	, 0	Address: , 0

1. Documents Served:

SUMMONS & AMENDED COMPLAINT _____

2. Service Attempts:

Date	Time	Address	Served
7/08/15	11:05	Address: 311 S DIVISION ST Notes: CORP TRUST OF NEVADA	<input checked="" type="checkbox"/>
_____	_____	Address: _____ Notes: _____	<input type="checkbox"/>
_____	_____	Address: _____ Notes: _____	<input type="checkbox"/>

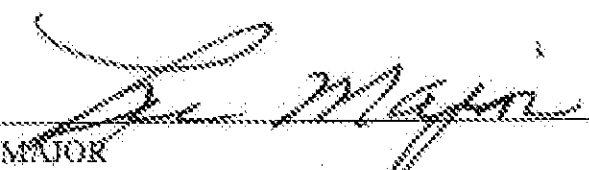
3. Party Served: ALENA DUGGAN Title: AA

4. I served the party named in Item 3: TO AUTHORIZED INDIVIDUAL

5. Remarks: PROOF OF SERVICE

6. At the time of service I was at least 18 years of age and not a party to this action.

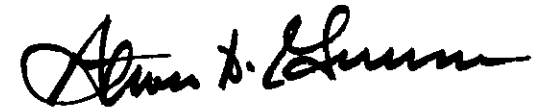
7. I am an authorized individual with the Carson City Sheriff's Office and certify that the foregoing is true and correct.



LEE MAJOR
Carson City Sheriff's Office
911 East Musser Street
Carson City, NV 89701
Phone: 775-887-2500

7/29/15
Date

ORIGINAL



CLERK OF THE COURT

TDN
The Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
mike@legallv.com
T: 702-473-8406
F: 702-832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

CASE NO. A-15-719913-C

DEPT NO. VIII

THREE DAY NOTICE OF INTENT TO ENTER DEFAULT

TO: JPMORGAN CHASE BANK N.A., Defendant,

PLEASE TAKE NOTICE that Plaintiff, RJRN HOLDINGS LLC, will enter a
default against you unless an answer or other responsive pleading is filed within three (3)
days of the date of this notice.

DATED this 5th day of ^{August} ~~July~~, 2015.


LAW OFFICE OF MICHAEL BEEDE

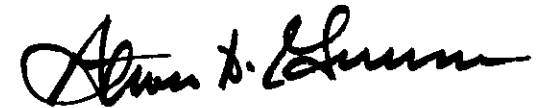
BY: 

Michael Beede, Esq.
Nevada Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, Nevada 89101

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X U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage prepaid and addressed as listed below:


An employee of the Law Office of Michael Beede



CLERK OF THE COURT

1 TDN
2 The Law Office of Mike Beede, PLLC
3 Michael Beede, Esq.
4 Nevada State Bar No. 13068
5 2300 W. Sahara Ave. #420
6 Las Vegas, NV 89102
7 mike@legallv.com
8 T: 702-473-8406
9 F: 702-832-0248
10 Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

9 RJRN HOLDINGS LLC,

10 Plaintiff,

11 vs.

CASE NO. A-15-719913-C

DEPT NO. VIII

12 EDNA A. ALLAS; ALEX BALAGOT;
13 ROWENA A. BALAGOT; JPMORGAN
14 CHASE BANK N.A.; METLIFE HOME
15 LOANS, A DIVISION OF METLIFE BANK,
16 N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive;

17 Defendants,

THREE DAY NOTICE OF INTENT TO ENTER DEFAULT

19 TO: METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A., Defendant,

20 **PLEASE TAKE NOTICE** that Plaintiff, RJRN HOLDINGS LLC, will enter a
21 default against you unless an answer or other responsive pleading is filed within three (3)
22 days of the date of this notice.
23

24 DATED this 5th day of August, 2015.

25 LAW OFFICE OF MICHAEL BEEDE

26 BY: 

27 Michael Beede, Esq.
28 Nevada Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, Nevada 89101

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the LAW OFFICE OF
3
4 MICHAEL BEEDE, PLLC and that on this 5th day of August, 2016, I served
5 a copy of the foregoing **THREE DAY NOTICE OF INTENT TO ENTER DEFAULT**
6 as follows:

7
8 **X** U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class
9 postage prepaid and addressed as listed below:

10 METLIFE HOME LOANS,
11 A DIVISION OF METLIFE BANK, N.A.
12 c/o Corporation Trust Company of Nevada
13 311 S. Division St.
14 Carson City, NV 89703

15 

16 An employee of the Law Office of Michael Beede
17
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DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

RJRN HOLDINGS, LLC,

Plaintiff(s),

vs.

EDNA A. ALLAS;
et al.,

Defendant(s).

Case Number: A-15-719913-C
Dept. No: VIII
Docket No:

AFFIDAVIT OF DUE DILIGENCE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Karie Castle, being first duly sworn, deposes and says; that affiant is and was on the dates when service was attempted of the within: **SUMMONS AND COMPLAINT**, a citizen of the United States, over 18 years of age, and not a party to, nor interested in the within action; that affiant received the above named document(s) and attempted to personally serve them/have them served upon: **EDNA A. ALLAS** subject(s), during the period of June 24, 2015 through July 21, 2015 at his/her last known address(es) of: 8181 Amy Springs Street and 8942 Oceanside Slopes Avenue in the City of Las Vegas, County of Clark, State of Nevada, without success in locating said subject(s). Affiant was not able to serve subject(s)/have subject(s) served for the following reasons:

1 6-24-15 at 8:08 p.m. – Per female occupant at 8181 Amy Springs Street, she just moved in a
2 few weeks ago. Subject is unknown.

3 There was never an answer at 8942 Oceanside Slopes Avenue. The following attempts were
4 made:

5 7-4-15 at 9:30 p.m. – No answer.

6 7-6-15 at 8:05 p.m. – No answer.

7 7-8-15 at 5:57 p.m. – No answer.

8 7-13-15 at 1:03 p.m. – No answer.

9 7-17-15 at 7:59 a.m. – No answer.

10 7-21-15 at 7:50 p.m. – No answer.

11 It is unknown if power was on at this address, and vehicles were not visible. Affiant was
12 unable to get information from neighbors. Messages left were not returned.

13 Affiant performed Social / Name Trace and searched County Assessor, DMV, Voter
14 Registration and Telephone Directory. The within stated addresses are the last known and /
15 or most current for subject. Additionally, affiant was unable to locate Place of Employment
16 for subject.

17 Affiant, on the basis of the previous information, was unable to locate / serve subject(s).

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20

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25 SUBSCRIBED AND SWORN TO BEFORE me

26 this 30th day of July, 2015.

27

28



Karie Castle #R002343

Attorney's Process

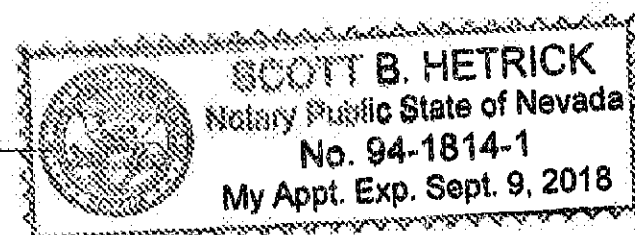
Nevada License No. 429

320 E. Warm Springs Rd., #4A-14

Las Vegas, NV 89119

(702) 547-9036

NOTARY PUBLIC



DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

1
2
3 RJRN HOLDINGS, LLC,

4 Plaintiff(s),

5 vs.

6 EDNA A. ALLAS;
7 et al.,

8 Defendant(s).
9

10 Case Number: A-15-719913-C
11 Dept. No: VIII
12 Docket No:

13 **AFFIDAVIT OF DUE DILIGENCE**
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15
16

17 STATE OF NEVADA)
18 COUNTY OF CLARK) ss.

19 Karie Castle, being first duly sworn, deposes and says; that affiant is and was on the dates when
20 service was attempted of the within: **SUMMONS AND COMPLAINT**,
21 a citizen of the United States, over 18 years of age, and not a party to, nor interested in the
22 within action; that affiant received the above named document(s) and attempted to personally
23 serve them/have them served upon: **ALEX BALAGOT**
24 subject(s), during the period of June 24, 2015 through July 21, 2015 at his/her last known
25 address(es) of: 8181 Amy Springs Street and 8942 Oceanside Slopes Avenue
26 in the City of Las Vegas, County of Clark, State of Nevada, without success in locating said
27 subject(s). Affiant was not able to serve subject(s)/have subject(s) served for the following
28 reasons:

1 6-24-15 at 8:08 p.m. – Per female occupant at 8181 Amy Springs Street, she just moved in a
2 few weeks ago. Subject is unknown.

3 There was never an answer at 8942 Oceanside Slopes Avenue. The following attempts were
4 made:

5 7-4-15 at 9:30 p.m. – No answer.

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11 It is unknown if power was on at this address, and vehicles were not visible. Affiant was
12 unable to get information from neighbors. Messages left were not returned.

13 Affiant performed Social / Name Trace and searched County Assessor, DMV, Voter
14 Registration and Telephone Directory. The within stated addresses are the last known and /
15 or most current for subject. Additionally, affiant was unable to locate Place of Employment
16 for subject.

17 Affiant, on the basis of the previous information, was unable to locate / serve subject(s).

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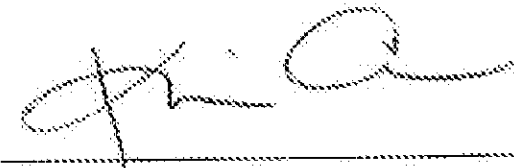
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Karie Castle #R002343

Attorney's Process

Nevada License No. 429

320 E. Warm Springs Rd., #4A-14

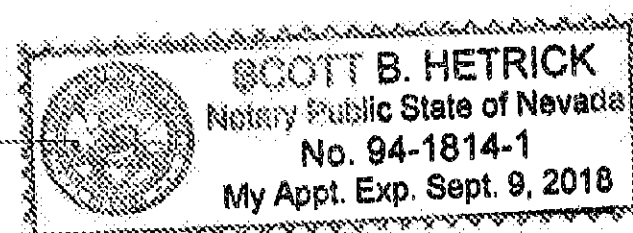
Las Vegas, NV 89119

(702) 547-9036

SUBSCRIBED AND SWORN TO BEFORE me

this 30th day of July, 2015.

NOTARY PUBLIC



DISTRICT COURT
CLARK COUNTY, NEVADA


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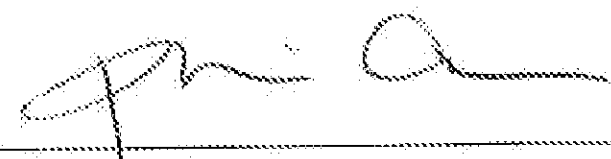
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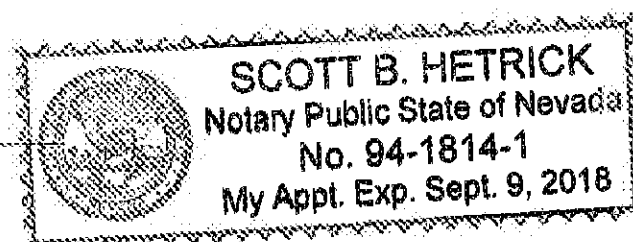
Las Vegas, NV 89119

(702) 547-9036

SUBSCRIBED AND SWORN TO BEFORE me

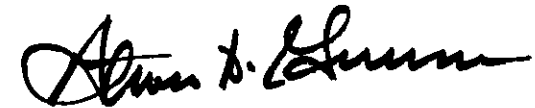
this 30th day of July, 2015.

NOTARY PUBLIC



ORIGINAL

Electronically Filed
08/17/2015 09:16:07 AM



CLERK OF THE COURT

1 DFT
2 The Law Office of Mike Beede, PLLC
3 Michael Beede, Esq.
4 Nevada State Bar No. 13068
5 2300 W. Sahara Ave. #420
6 Las Vegas, NV 89102
7 T: 702-473-8406
8 F: 702-832-0248
9 eservice@legallv.com
10 Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

CASE NO. A-15-719913-C

DEPT NO. VIII

DEFAULT

It appears from the files and records from the above entitled action, JPMORGAN
CHASE BANK N.A., duly being served a copy of the Summons and Amended Complaint on
July 8th 2015; 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 being granted, the Default of the above mentioned Defendant for failing to answer or

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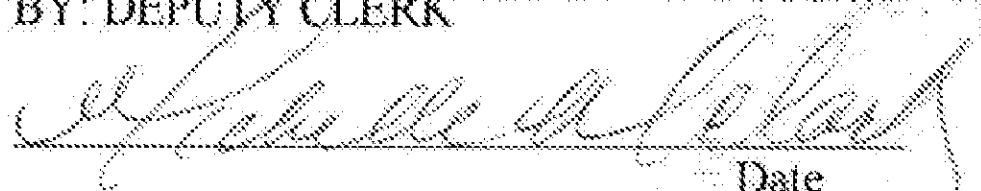
CLERK OF THE COURT


AUG 11 2015

RECEIVED

1 otherwise plead to the Plaintiff's Complaint shall be hereby entered.
2

3 **STEVEN D. GRIERSON**
4 **CLERK OF THE COURT**
5 BY: DEPUTY CLERK

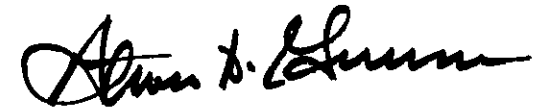


6 Submitted by: 

7 
8 **MICHELLE MCCARTHY**

Date
AUG 11 2015

9 Michael Beede, Esq.
10 Law Office of Michael Beede, Esq.
11 2300 W. Sahara Ave., #420
12 Las Vegas, NV 89102
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CLERK OF THE COURT

EXAP
MICHAEL N. BEEDE, ESQ.
Nevada State Bar No. 13068
THE LAW OFFICE OF MIKE BEEDE, PLLC
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorney for Plaintiff

DISTRICT COURT

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RJRN HOLDINGS LLC,
Plaintiff,

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EDNA A. ALLAS; ALEX BALAGOT;
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ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

CASE NO. A-15-719913-C

DEPT NO. VIII

**EX PARTE MOTION TO ENLARGE TIME FOR SERVICE OF PROCESS AND FOR
AN ORDER FOR SERVICE BY PUBLICATION**

COMES NOW the Plaintiff, RJRN HOLDINGS LLC, by and through her attorney,
Michael Beede, Esq. of the Law Offices of Mike Beede, and moves this Honorable Court Ex
Parte, for an Order to Enlarge Time for Service of Process and for Service By Publication for
Defendant, EDNA A. ALLAS.

This Ex Parte Motion is based upon the pleadings and papers on file in this action, Memorandum of Points and Authorities, the affidavits and exhibits attached hereto and incorporated herein by reference.

Dated this 18th day of August, 2015.

THE LAW OFFICE OF MIKE BEEDE, PLLC

/s/Michael Beede

BY: _____

Michael N. Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorney for Plaintiff

AFFIDAVIT OF MICHAEL BEEDE, ESQ.

STATE OF NEVADA

COUNTY OF CLARK

)
) ss:
)

Michael Beede, Esq., being first duly sworn, deposes and states that:

1. Under penalties of perjury, I swear that I am an attorney licensed to practice law in the State of Nevada and I'm employed by The Law Offices of Mike Beede, PLLC. As such, I am the attorney for the Plaintiff in the above-entitled case.

2. I hereby submit this Affidavit in Support of Plaintiff's Ex Parte Application to Extend Time for Service of Process and for Service of Process by Publication.

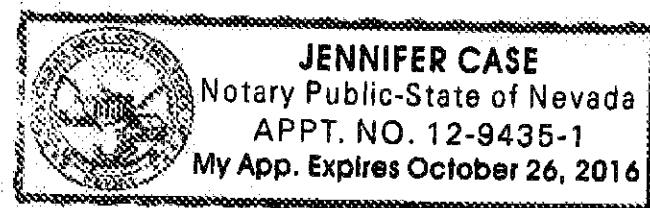
3. I have read Plaintiff's Ex Parte Application to Extend Time for Service of Process and for Service of Process by Publication, the facts of which are incorporated as those fully set forth herein and I believe its contents to be true and as to those statements and allegations made upon information and belief, I believe them to be true.

FURTHER AFFIANT SAYETH NAUGHT.


MICHAEL BEEDE, ESQ.

SUBSCRIBED and SWORN to before me
this 18 day of August, 2015.


NOTARY PUBLIC in and for said
County and State



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I.
BRIEF RECITATION OF FACTS

This is a real property action seeking quiet title on the property located at 8181 Amy Springs St., Las Vegas, NV 89113, which was purchased at a Homeowners Association foreclosure sale on October 19, 2012. On June 15, 2015, Plaintiff filed their Amended Complaint; thus, the last day to serve process is October 13, 2015.

On August 10, 2015, an Affidavit of Due Diligence was filed. The Plaintiff has attempted to serve the Defendant at 8181 Amy Springs St., Las Vegas, NV 89113 and 8942 Oceanside Slopes Ave., Las Vegas, NV 89178, their last known address with no success. (See Affidavit of Due Diligence, attached hereto as exhibit 1.) Inasmuch as the last day in which to serve process is fast-approaching, Plaintiff seeks an Order of this Court to Enlarge Time for Service of Process and to Serve Process by Publication.

POINTS AND AUTHORITIES

II.

NRCP 4(i) provides authority for the Court to enlarge time for service of process. It provides,

If a service of the summons and complaint is not made upon a defendant within 120 days after the filing of the complaint, the action shall be dismissed as to that defendant without prejudice upon the court's own initiative with notice to such party or upon motion, unless the party on whose behalf such service was required files a motion to enlarge the time for service and shows good cause why such service was not made within that period. If the party on whose behalf such service was required fails to file a motion to enlarge the time for service before the 120-day service period expires, the court shall take that failure into consideration in determining good cause for an extension of time. Upon a showing of good cause, the court shall extend the time for service and set a reasonable date by which service should be made.

1 Despite diligent efforts, Plaintiff has been unable to locate Defendants in order to
2 effectuate service of process. Accordingly, Plaintiff seeks an extension of time in the amount of
3 90 days in which to serve process by publication.
4

5 In addition to attempting personal service of process on Defendant, Plaintiff has mailed
6 Defendant at his last known address, a copy of the Summons and Complaint were sent by regular
7 mail addressed to Defendants.

8 Inasmuch as Defendant cannot be found within the State of Nevada, Rule 4 permits this
9 Court to Order Service of Publication. It provides as follows:
10

11 (i) General. When the person on whom service is to be made
12 resides out of the state, or has departed from the state, or cannot,
13 after due diligence, be found within the state, or conceals himself
14 to avoid the service of summons, and the fact shall appear, by
15 affidavit, to the satisfaction of the court or judge thereof, and it
16 shall appear, either by affidavit or by a verified complaint on file,
that a cause of action exist against the defendant in respect to
whom the service is to be made, and that he is a necessary or
proper party to the action, such court or judge may grant an order
that the service be made by the publication of summons.

17 Provided, when said affidavit is based on the fact that the party on
18 whom service is to be made resides out of the state, and the present
19 address of the party is unknown, it shall be a sufficient showing of
20 such fact if the affiant shall state generally in such affidavit that at
21 a previous time such person resided out of this state in a certain
22 place (naming the place and stating the latest date known to
23 Affiant when such party so resided there); that such place is the
24 last place in which such party resided to the knowledge of Affiant;
25 that such party no longer resides at such place; that Affiant does
26 not know the present place of residence of such party or where
27 such party can be found; and that Affiant does not know and has
28 never been informed and has no reason to believe that such party
now resides in this state; and, in such case, it shall be presumed
that such party still resides and remains out of the state, and such
affidavit shall be deemed to be a sufficient showing of due
diligence to find the defendant. This rule shall apply to all manner
of civil actions, including those for divorce.

...

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2 (iii) **Publication.** The order shall direct the publication to be
3 made in a newspaper, published in the State of Nevada, to be
4 designated by the court or judge thereof, for a period of 4 weeks,
5 and at least once a week during said time. In addition to in-state
6 publication, where the present residence of the defendant is
7 unknown the order may also direct that publication be made in a
8 newspaper published outside the State of Nevada whenever the
9 court is of the opinion that such publication is necessary to give
10 notice that is reasonably calculated to give a defendant actual
11 notice of the proceedings. In case of publication, where the
12 residence of a nonresident or absent defendant is known, the court
13 or judge shall also direct a copy of the summons and complaint to
14 be deposited in the post office, directed to the person to be served
15 at the person's place of residence. The service of summons shall be
16 deemed complete in cases of publication at the expiration of 4
17 weeks from the first publication, and in cases when a deposit of a
18 copy of the summons and complaint in the post office is also
19 required, at the expiration of 4 weeks from such deposit.

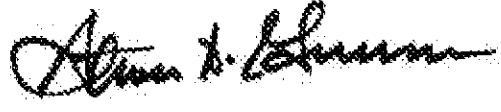
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21 In the matter of Foster v. Lewis, 78 Nev. 330; 372 P.2d 679 (1962), although the Court
22 upheld the lower court's finding that no personal service of summons was made on either of the
23 respondents, although service by publication had been granted, when referring to NRCP
24 4(e)(1)(i), the Court found that:

25 "The proviso of this rule can be utilized only when the affidavit
26 states that the party on whom service is to be made resides out of
27 the state (which the affidavit here does) and that the present
28 address of the party is unknown (the affidavit is silent on this
point). Since the affidavit does not contain the requirements of the
proviso, it is necessary to ascertain if compliance has been made
with the requirements of the first paragraph of the section. This
states, in part: "When the person on whom service is to be made
resides out of the state*** and the fact shall appear, by affidavit, to
the satisfaction of the court or judge thereof***."

29 In the present case, the Affidavit of Due Diligence complies with the requirements of
30 NRCP 4. Furthermore, Plaintiff has properly exercised due diligence in accordance with NRCP
31 4(e)(1)(i) in an attempt to locate the Defendant.

EXHIBIT 1

DISTRICT COURT
CLARK COUNTY, NEVADA


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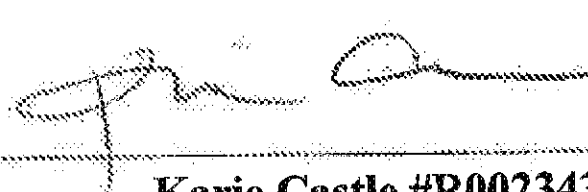
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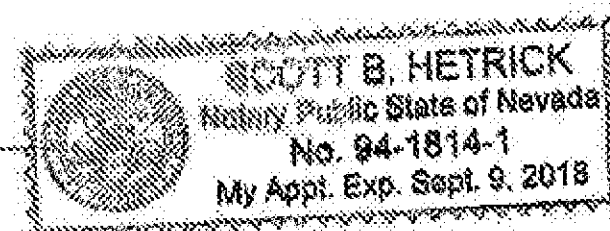
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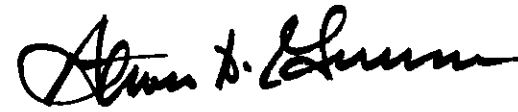
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MICHAEL N. BEEDE, ESQ.
Nevada State Bar No. 13068
THE LAW OFFICE OF MIKE BEEDE, PLLC
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorney for Plaintiff

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DEPT NO. VIII

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THE LAW OFFICE OF MIKE BEEDE, PLLC

/s/Michael Beede

BY: _____

Michael N. Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
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Attorney for Plaintiff

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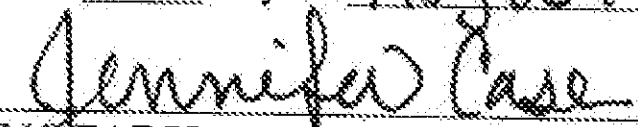
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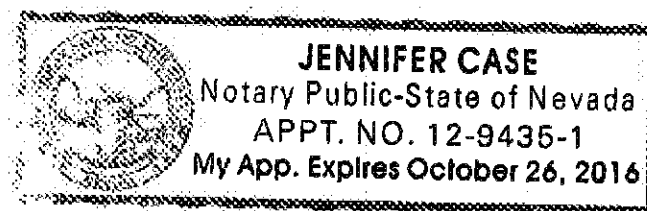
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12 resides out of the state, or has departed from the state, or cannot,
13 after due diligence, be found within the state, or conceals himself
14 to avoid the service of summons, and the fact shall appear, by
15 affidavit, to the satisfaction of the court or judge thereof, and it
16 shall appear, either by affidavit or by a verified complaint on file,
17 that a cause of action exist against the defendant in respect to
18 whom the service is to be made, and that he is a necessary or
19 proper party to the action, such court or judge may grant an order
20 that the service be made by the publication of summons.

21 Provided, when said affidavit is based on the fact that the party on
22 whom service is to be made resides out of the state, and the present
23 address of the party is unknown, it shall be a sufficient showing of
24 such fact if the affiant shall state generally in such affidavit that at
25 a previous time such person resided out of this state in a certain
26 place (naming the place and stating the latest date known to
27 Affiant when such party so resided there); that such place is the
28 last place in which such party resided to the knowledge of Affiant;
that such party no longer resides at such place; that Affiant does
not know the present place of residence of such party or where
such party can be found; and that Affiant does not know and has
never been informed and has no reason to believe that such party
now resides in this state; and, in such case, it shall be presumed
that such party still resides and remains out of the state, and such
affidavit shall be deemed to be a sufficient showing of due
diligence to find the defendant. This rule shall apply to all manner
of civil actions, including those for divorce.

...

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2 **(iii) Publication.** The order shall direct the publication to be
3 made in a newspaper, published in the State of Nevada, to be
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5 and at least once a week during said time. In addition to in-state
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8 newspaper published outside the State of Nevada whenever the
9 court is of the opinion that such publication is necessary to give
10 notice that is reasonably calculated to give a defendant actual
11 notice of the proceedings. In case of publication, where the
12 residence of a nonresident or absent defendant is known, the court
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14 be deposited in the post office, directed to the person to be served
15 at the person's place of residence. The service of summons shall be
16 deemed complete in cases of publication at the expiration of 4
17 weeks from the first publication, and in cases when a deposit of a
18 copy of the summons and complaint in the post office is also
19 required, at the expiration of 4 weeks from such deposit.

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21 In the matter of Foster v. Lewis, 78 Nev. 330; 372 P.2d 679 (1962), although the Court
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25 "The proviso of this rule can be utilized only when the affidavit
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states, in part: "When the person on whom service is to be made
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29 In the present case, the Affidavit of Due Diligence complies with the requirements of
30 NRCP 4. Furthermore, Plaintiff has properly exercised due diligence in accordance with NRCP
31 4(e)(1)(i) in an attempt to locate the Defendant.

1 Plaintiff has endeavored to effect personal service on all of the defendants in this action
2 because the primary concern since the outset of this case has been the effort to identify those
3 with possible claims to and quiet title to real property in the State of Nevada. Plaintiff's
4 diligence in attempting service coupled with the defendants' deliberate attempts to avoid service
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8 cause." The court laid out several factors for determining if good cause exists:

9 We conclude that a number of considerations may govern a district court's
10 analysis of good cause under NRCP 4(i), and we emphasize that no single
11 consideration is controlling. Appropriate considerations include: (1) difficulties in
12 locating the defendant, (2) the defendant's efforts at evading service or
13 concealment of improper service until after the 120-day period has lapsed, (3) the
14 plaintiff's diligence in attempting to serve the defendant, (4) difficulties
15 encountered by counsel in attempting service, (5) the running of the applicable
16 statute of limitations, (6) the parties' good faith attempts to settle the litigation
17 during the 120-day period, (7) the lapse of time between the end of the 120-day
18 period and the actual service of process on the defendant, (8) the prejudice to the
19 defendant caused by the plaintiff's delay in serving process, (9) the defendant's
20 knowledge of the existence of the lawsuit, and (10) any extensions of time for
21 service granted by the district court.

22 In applying the *Scrimmer* factors, good cause for an extension exists here, as Plaintiff has
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24 Defendants are aware, or should be aware of this lawsuit but are intentionally attempting to
25 evade service, Plaintiff has exercised diligence in attempting to effect service by taking the
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27 Social/ Name Trace and search of the County Assessor, DMV, Voter Registration and Telephone
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NV 89113 and 8942 Oceanside Slopes Ave., Las Vegas, NV 89178. The Defendant will suffer
no prejudice, as Plaintiff could simply reassert her claims at issue if the complaint were
dismissed without prejudice. Inasmuch as the last day to serve process is October 13, 2015, this

1 Court should enter an order to enlarge time to allow service by publication and an order for
2 service by publication.

3 **III.**

4 **CONCLUSION**

5 Plaintiff has satisfied the requirements of NRCP 4(e)(1), and an Order to Enlarge Time
6 for Service of Process and an Order for Service by Publication as to Defendant, ALEX
7 BALAGOT should be entered forthwith.

8 Dated this 18th day of August, 2015.

9 THE LAW OFFICE OF MIKE BEEDE, PLLC

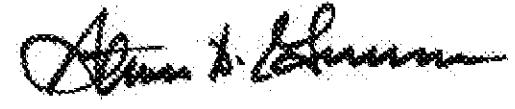
10 /s/Michael Beede

11 BY: _____

12 Michael N. Beede, Esq.
13 Nevada State Bar No. 13068
14 2300 W Sahara Ave., Suite 420
15 Las Vegas, NV 89102
16 Telephone (702) 473-8406
17 Facsimile (702) 832-0248
18 Attorney for Plaintiff
19
20
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22
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EXHIBIT 1

**DISTRICT COURT
CLARK COUNTY, NEVADA**


CLERK OF THE COURT

RJRN HOLDINGS, LLC,

Plaintiff(s),

vs.

EDNA A. ALLAS;
et al.,

Defendant(s).

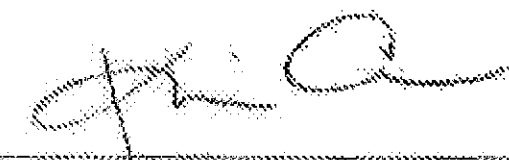
Case Number: A-15-719913-C
Dept. No: VIII
Docket No:

AFFIDAVIT OF DUE DILIGENCE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Karie Castle, being first duly sworn, deposes and says; that affiant is and was on the dates when service was attempted of the within: **SUMMONS AND COMPLAINT**, a citizen of the United States, over 18 years of age, and not a party to, nor interested in the within action; that affiant received the above named document(s) and attempted to personally serve them/have them served upon: **ALEX BALAGOT** subject(s), during the period of June 24, 2015 through July 21, 2015 at his/her last known address(es) of: 8181 Amy Springs Street and 8942 Oceanside Slopes Avenue in the City of Las Vegas, County of Clark, State of Nevada, without success in locating said subject(s). Affiant was not able to serve subject(s)/have subject(s) served for the following reasons:

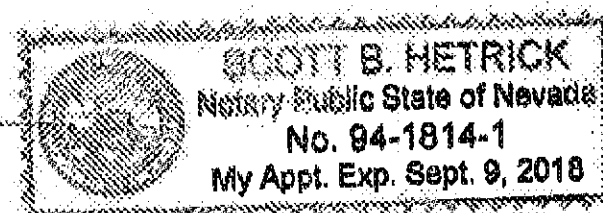
1 6-24-15 at 8:08 p.m. – Per female occupant at 8181 Amy Springs Street, she just moved in a
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3 There was never an answer at 8942 Oceanside Slopes Avenue. The following attempts were
4 made:
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8 7-13-15 at 1:03 p.m. – No answer.
9 7-17-15 at 7:59 a.m. – No answer.
10 7-21-15 at 7:50 p.m. – No answer.
11 It is unknown if power was on at this address, and vehicles were not visible. Affiant was
12 unable to get information from neighbors. Messages left were not returned.
13 Affiant performed Social / Name Trace and searched County Assessor, DMV, Voter
14 Registration and Telephone Directory. The within stated addresses are the last known and /
15 or most current for subject. Additionally, affiant was unable to locate Place of Employment
16 for subject.
17 Affiant, on the basis of the previous information, was unable to locate / serve subject(s).

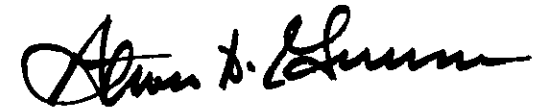


Karie Castle #R002343
Attorney's Process
Nevada License No. 429
320 E. Warm Springs Rd., #4A-14
Las Vegas, NV 89119
(702) 547-9036

25 SUBSCRIBED AND SWORN TO BEFORE me
26 this 30th day of July, 2015.

27
28 NOTARY PUBLIC





CLERK OF THE COURT

EXAP
MICHAEL N. BEEDE, ESQ.
Nevada State Bar No. 13068
THE LAW OFFICE OF MIKE BEEDE, PLLC
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,
Plaintiff,

vs.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

CASE NO. A-15-719913-C

DEPT NO. VIII

**EX PARTE MOTION TO ENLARGE TIME FOR SERVICE OF PROCESS AND FOR
AN ORDER FOR SERVICE BY PUBLICATION**

COMES NOW the Plaintiff, RJRN HOLDINGS LLC, by and through her attorney,
Michael Beede, Esq. of the Law Offices of Mike Beede, and moves this Honorable Court Ex
Parte, for an Order to Enlarge Time for Service of Process and for Service By Publication for
Defendant, ROWENA A. BALAGOT.

1 This Ex Parte Motion is based upon the pleadings and papers on file in this action,
2 Memorandum of Points and Authorities, the affidavits and exhibits attached hereto and
3 incorporated herein by reference.

4 Dated this 18th day of August, 2015.

5
6
7 THE LAW OFFICE OF MIKE BEEDE, PLLC

8 /s/Michael Beede

9 BY: _____

10 Michael N. Beede, Esq.
11 Nevada State Bar No. 13068
12 2300 W Sahara Ave., Suite 420
13 Las Vegas, NV 89102
14 Telephone (702) 473-8406
15 Facsimile (702) 832-0248
16 Attorney for Plaintiff

AFFIDAVIT OF MICHAEL BEEDE, ESQ.

STATE OF NEVADA)

COUNTY OF CLARK)

ss:

Michael Beede, Esq., being first duly sworn, deposes and states that:

1. Under penalties of perjury, I swear that I am an attorney licensed to practice law in the State of Nevada and I'm employed by The Law Offices of Mike Beede, PLLC. As such, I am the attorney for the Plaintiff in the above-entitled case.

2. I hereby submit this Affidavit in Support of Plaintiff's Ex Parte Application to Extend Time for Service of Process and for Service of Process by Publication.

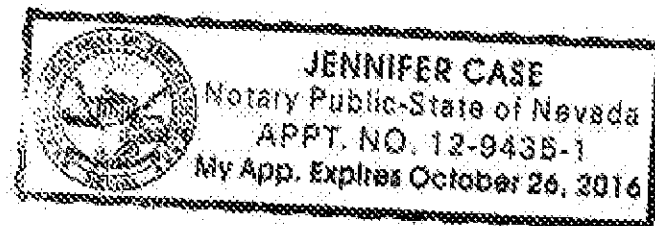
3. I have read Plaintiff's Ex Parte Application to Extend Time for Service of Process and for Service of Process by Publication, the facts of which are incorporated as those fully set forth herein and I believe its contents to be true and as to those statements and allegations made upon information and belief, I believe them to be true.

FURTHER AFFIANT SAYETH NAUGHT.


MICHAEL BEEDE, ESQ.

SUBSCRIBED and SWORN to before me
this 18 day of August, 2015.


NOTARY PUBLIC in and for said
County and State



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I.
BRIEF RECITATION OF FACTS

This is a real property action seeking quiet title on the property located at 8181 Amy Springs St., Las Vegas, NV 89113, which was purchased at a Homeowners Association foreclosure sale on October 19, 2012. On June 15, 2015, Plaintiff filed their Amended Complaint; thus, the last day to serve process is October 13, 2015.

On August 10, 2015, an Affidavit of Due Diligence was filed. The Plaintiff has attempted to serve the Defendant at 8181 Amy Springs St., Las Vegas, NV 89113 and 8942 Oceanside Slopes Ave., Las Vegas, NV 89178, their last known address with no success. (See Affidavit of Due Diligence, attached hereto as exhibit 1.) Inasmuch as the last day in which to serve process is fast-approaching, Plaintiff seeks an Order of this Court to Enlarge Time for Service of Process and to Serve Process by Publication.

POINTS AND AUTHORITIES
II.

NRCP 4(i) provides authority for the Court to enlarge time for service of process. It provides,

If a service of the summons and complaint is not made upon a defendant within 120 days after the filing of the complaint, the action shall be dismissed as to that defendant without prejudice upon the court's own initiative with notice to such party or upon motion, unless the party on whose behalf such service was required files a motion to enlarge the time for service and shows good cause why such service was not made within that period. If the party on whose behalf such service was required fails to file a motion to enlarge the time for service before the 120-day service period expires, the court shall take that failure into consideration in determining good cause for an extension of time. Upon a showing of good cause, the court shall extend the time for service and set a reasonable date by which service should be made.

1 Despite diligent efforts, Plaintiff has been unable to locate Defendants in order to
2 effectuate service of process. Accordingly, Plaintiff seeks an extension of time in the amount of
3 90 days in which to serve process by publication.
4

5 In addition to attempting personal service of process on Defendant, Plaintiff has mailed
6 Defendant at his last known address, a copy of the Summons and Complaint were sent by regular
7 mail addressed to Defendants.

8 Inasmuch as Defendant cannot be found within the State of Nevada, Rule 4 permits this
9 Court to Order Service of Publication. It provides as follows:
10

11 (i) General. When the person on whom service is to be made
12 resides out of the state, or has departed from the state, or cannot,
13 after due diligence, be found within the state, or conceals himself
14 to avoid the service of summons, and the fact shall appear, by
15 affidavit, to the satisfaction of the court or judge thereof, and it
16 shall appear, either by affidavit or by a verified complaint on file,
17 that a cause of action exist against the defendant in respect to
18 whom the service is to be made, and that he is a necessary or
19 proper party to the action, such court or judge may grant an order
20 that the service be made by the publication of summons.

21 Provided, when said affidavit is based on the fact that the party on
22 whom service is to be made resides out of the state, and the present
23 address of the party is unknown, it shall be a sufficient showing of
24 such fact if the affiant shall state generally in such affidavit that at
25 a previous time such person resided out of this state in a certain
26 place (naming the place and stating the latest date known to
27 Affiant when such party so resided there); that such place is the
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that such party no longer resides at such place; that Affiant does
not know the present place of residence of such party or where
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2 **(iii) Publication.** The order shall direct the publication to be
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1 Court should enter an order to enlarge time to allow service by publication and an order for
2 service by publication.

3 **III.**

4 **CONCLUSION**

5 Plaintiff has satisfied the requirements of NRCP 4(e)(1), and an Order to Enlarge Time
6 for Service of Process and an Order for Service by Publication as to Defendant, ROWENA A.
7 BALAGOT should be entered forthwith.

8 Dated this 18th day of August, 2015.

9 THE LAW OFFICE OF MIKE BEEDE, PLLC

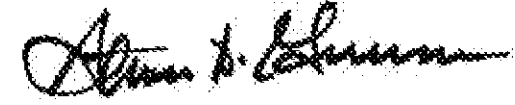
10 /s/Michael Beede

11 BY: _____

12 Michael N. Beede, Esq.
13 Nevada State Bar No. 13068
14 2300 W Sahara Ave., Suite 420
15 Las Vegas, NV 89102
16 Telephone (702) 473-8406
17 Facsimile (702) 832-0248
18 Attorney for Plaintiff
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EXHIBIT 1

**DISTRICT COURT
CLARK COUNTY, NEVADA**


CLERK OF THE COURT

RJRN HOLDINGS, LLC,

Plaintiff(s),

vs.

EDNA A. ALLAS;
et al.,

Defendant(s).

Case Number: A-15-719913-C
Dept. No: VIII
Docket No:

AFFIDAVIT OF DUE DILIGENCE

STATE OF NEVADA)
COUNTY OF CLARK) ss.

Karie Castle, being first duly sworn, deposes and says; that affiant is and was on the dates when service was attempted of the within: **SUMMONS AND COMPLAINT**, a citizen of the United States, over 18 years of age, and not a party to, nor interested in the within action; that affiant received the above named document(s) and attempted to personally serve them/have them served upon: **ROWENA A. BALAGOT** subject(s), during the period of June 24, 2015 through July 21, 2015 at his/her last known address(es) of: 8181 Amy Springs Street and 8942 Oceanside Slopes Avenue in the City of Las Vegas, County of Clark, State of Nevada, without success in locating said subject(s). Affiant was not able to serve subject(s)/have subject(s) served for the following reasons:

1 6-24-15 at 8:08 p.m. – Per female occupant at 8181 Amy Springs Street, she just moved in a
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16 for subject.

17 Affiant, on the basis of the previous information, was unable to locate / serve subject(s).

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28



Karie Castle #R002343

Attorney's Process

Nevada License No. 429

320 E. Warm Springs Rd., #4A-14

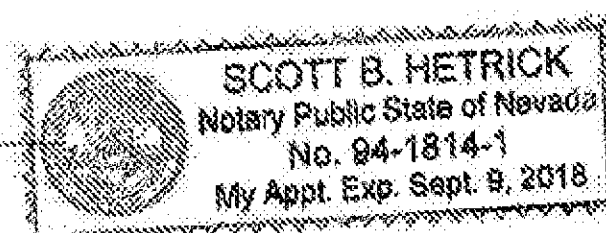
Las Vegas, NV 89119

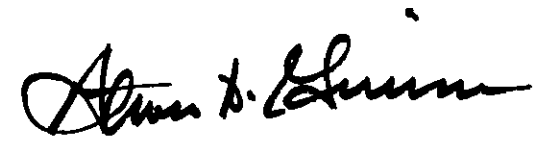
(702) 547-9036

SUBSCRIBED AND SWORN TO BEFORE me

this 30th day of July 2015.

NOTARY PUBLIC




CLERK OF THE COURT

1 ANS
2 Abran E. Vigil
3 Nevada Bar No. 7548
4 Russell J. Burke
5 Nevada Bar No. 12710
6 BALLARD SPAHR LLP
7 100 North City Parkway, Suite 1750
8 Las Vegas, NV 89106-4617
9 Telephone: 702.471.7000
10 Facsimile: 702.471.7070
11 Email: vigila@ballardspahr.com
12 Email: burker@ballardspahr.com
13
14 *Attorneys for Defendant JP Morgan Chase*
15 *N.A.*

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11 RJRN Holdings LLC,
12 Plaintiff,

CASE NO. A-15-719913-C
DEPT NO. VIII

13 v.

14 EDNA A. ALLAS; ALEX BALAGOT;
15 ROWENA A. BALAGOT; JPMORGAN
16 CHASE BANK N.A.; METLIFE HOME
17 LOANS, A DIVISION OF METLIFE
18 BANK, N.A; YORK VILLAGE
19 COMMUNITY ASSOCIATION; and
20 DOES I through 10, inclusive; ROE
21 CORPORATIONS 1 through 10, inclusive,
22 Defendants.

21 ANSWER TO AMENDED COMPLAINT

22 Defendant JPMorgan Chase Bank N.A., ("Chase"), by and through its counsel
23 of record, Ballard Spahr LLP, answers the Amended Complaint of Plaintiff RJRN
24 Holdings LLC ("Plaintiff") as follows:

25 PARTIES, JURISDICTION AND VENUE

26 1. Chase is without sufficient information to admit or deny the
27 allegations of Paragraph 1 of the Amended Complaint and therefore denies the
28 same.

2. Chase is without sufficient information to admit or deny the allegations of Paragraph 2 of the Amended Complaint and therefore denies the same.

3. Chase is without sufficient information to admit or deny the allegations of Paragraph 3 of the Amended Complaint and therefore denies the same.

4. Chase is without sufficient information to admit or deny the allegations of Paragraph 4 of the Amended Complaint and therefore denies the same.

5. Chase admits that it is a national banking association doing business in Clark County.

6. Chase is without sufficient information to admit or deny the allegations of Paragraph 6 of the Amended Complaint and therefore denies the same.

7. Chase is without sufficient information to admit or deny the allegations of Paragraph 7 of the Amended Complaint and therefore denies the same.

8. Chase is without sufficient information to admit or deny the allegations of Paragraph 8 of the Amended Complaint and therefore denies the same.

9. Chase is without sufficient information to admit or deny the allegations of Paragraph 9 of the Amended Complaint and therefore denies the same.

GENERAL ALLEGATIONS

10. Chase is without sufficient information to admit or deny the allegations of Paragraph 10 of the Complaint and therefore denies the same.

11. Chase submits that the quitclaim deed recorded on the Property on February 10, 2014 is a public record that speaks for itself. Chase denies any

1 allegation inconsistent with this record and is without sufficient information to
2 admit or deny the remaining allegations of Paragraph 11 of the Amended
3 Complaint and therefore denies the same.

4 12. Chase submits that the quitclaim deed referenced in Paragraph 12 is a
5 public record that speaks for itself. Chase denies any allegation inconsistent with
6 this record and is without sufficient information to admit or deny the remaining
7 allegations of Paragraph 12 of the Amended Complaint and therefore denies the
8 same.

9 13. Chase submits that the foreclosure deed recorded on the Property is a
10 public record that speaks for itself. Chase denies any allegation inconsistent with
11 this record and is without sufficient information to admit or deny the remaining
12 allegations of Paragraph 13 of the Amended Complaint and therefore denies the
13 same.

14 14. Chase denies the allegations in Paragraph 14.

15 15. Chase denies that Plaintiff took title to the Property free and clear of
16 the First Deed of Trust or any and all junior liens and encumbrances affecting title
17 to the Property. Chase lacks sufficient information to admit or deny the remaining
18 allegations in Paragraph 15 of the Amended Complaint and therefore denies the
19 same.

20 16. Chase admits that it acquired a beneficial interest in the first deed of
21 trust and is without sufficient information to admit or deny the remaining
22 allegations of Paragraph 16 of the Amended Complaint and therefore denies the
23 same.

24 17. Chase submits that the deed of trust recorded on the Property on April
25 28, 2009 is a public record that speaks for itself. Chase denies any allegation
26 inconsistent with this record and is without sufficient information to admit or deny
27 the remaining allegations of Paragraph 17 of the Amended Complaint and therefore
28 denies the same.

1 18. Chase submits that the assignment recorded on the Property on
2 February 17, 2012 is a public record that speaks for itself. Chase denies any
3 allegation inconsistent with this record and is without sufficient information to
4 admit or deny the remaining allegations of Paragraph 18 of the Amended
5 Complaint and therefore denies the same.

6 19. Chase submits that the assignment recorded on the Property on
7 August 12, 2013 is a public record that speaks for itself. Chase denies any
8 allegation inconsistent with this record and is without sufficient information to
9 admit or deny the remaining allegations of Paragraph 19 of the Amended
10 Complaint and therefore denies the same.

11 20. Chase is without sufficient information to admit or deny the
12 allegations of Paragraph 20 of the Amended Complaint and therefore denies the
13 same.

14 21. Chase admits that it acquired a beneficial interest in the first deed of
15 trust but is without sufficient information to admit or deny the remaining
16 allegations of Paragraph 21 of the Amended Complaint and therefore denies the
17 same.

18 22. Chase submits that NRS Chapter 116 speaks for itself, and Chase
19 denies the allegations of Paragraph 22 to the extent they misstate the statutes'
20 terms or are not read in connection with other relevant laws, including the U.S.
21 Constitution and the Nevada Constitution. Chase further submits that the
22 Association's Notice of Delinquent Assessments is a public record that speaks for
23 itself. Chase denies any allegation inconsistent with these records and is without
24 sufficient information to admit or deny the remaining allegations of Paragraph 22 of
25 the Amended Complaint and therefore denies the same.

26 23. Chase is without sufficient information to admit or deny the
27 allegations of Paragraph 23 of the Complaint and therefore denies the same.

28 ///

1 **FIRST CLAIM FOR RELIEF**
2 **(Declaratory Relief/Quiet Title Pursuant to NRS 30.010, et seq. and NRS Chapter**
3 **116, et. seq.)**

4 24. Chase repeats its answers contained in Paragraphs 1 through 23.

5 25. Chase is without sufficient information to admit or deny the
6 allegations of Paragraph 25 of the Amended Complaint and therefore denies the
7 same.

8 26. Chase is without sufficient information to admit or deny the
9 allegations of Paragraph 26 of the Amended Complaint and therefore denies the
10 same.

11 27. Chase denies the allegations in Paragraph 27.

12 28. Chase admits that it acquired a beneficial interest in the first deed of
13 trust but is without sufficient information to admit or deny the remaining
14 allegations of Paragraph 28 of the Amended Complaint and therefore denies the
15 same.

16 29. Chase denies the allegations in Paragraph 29.

17 30. Chase is without sufficient information to admit or deny the
18 allegations of Paragraph 30 of the Amended Complaint and therefore denies the
19 same.

20 **SECOND CLAIM FOR RELIEF**
21 **(Preliminary and Permanent Injunction against all defendants)**

22 31. Chase repeats its answers contained in Paragraphs 1 through 30.

23 32. Chase submits NRS Chapter 116 speaks for itself, and Chase denies
24 the allegations of Paragraph 32 to the extent they misstate the statute's terms or
25 are not read in connection with other relevant laws, including the U.S. Constitution
26 and the Nevada Constitution. Chase is without sufficient information to admit or
27 deny the remaining allegations in Paragraph 32 of the Amended Complaint and
28 therefore denies the same.

33. Chase submits that the quitclaim deed recorded on the Property on
June 7, 2013 is a public record that speaks for itself. Chase denies any allegation

1 inconsistent with this record and is without sufficient information to admit or deny
2 the remaining allegations of Paragraph 33 of the Amended Complaint and therefore
3 denies the same.

4 34. Chase submits that the quitclaim deed recorded on the Property on
5 February 10, 2014 is a public record that speaks for itself. Chase denies any
6 allegation inconsistent with this record and is without sufficient information to
7 admit or deny the remaining allegations of Paragraph 34 of the Amended
8 Complaint and therefore denies the same.

9 35. Chase admits that it acquired a beneficial interest in the first deed of
10 trust but is without sufficient information to admit or deny the remaining
11 allegations of Paragraph 35 of the Amended Complaint and therefore denies the
12 same.

13 36. Chase submits that NRS 107.080 speaks for itself but is without
14 sufficient information to admit or deny the remaining allegations of Paragraph 36 of
15 the Amended Complaint and therefore denies the same.

16 37. Chase is without sufficient information to admit or deny allegations of
17 Paragraph 37 of the Amended Complaint and therefore denies the same.

18
19 **THIRD CLAIM FOR RELIEF**
(Slander to Title)

20 38. Chase repeats its answers contained in Paragraphs 1 through 37.

21 39. Chase denies the allegations that it has made false assertions. Chase
22 lacks sufficient information to admit or deny the remaining allegations of
23 Paragraph 39 and therefore denies the same.

24 40. Chase is without sufficient information to admit or deny the
25 allegations of Paragraph 40 of the Amended Complaint and therefore denies the
26 same.

27 41. Chase is without sufficient information to admit or deny the
28 allegations of Paragraph 41 of the Amended Complaint and therefore denies the

1 same.

2 42. Chase is without sufficient information to admit or deny the
3 allegations of Paragraph 42 of the Amended Complaint and therefore denies the
4 same.

5 Unless expressly admitted in this Amended Answer, Chase denies all other
6 allegations contained in the Amended Complaint, including, without limitation, any
7 allegations suggested by the pleading's headings.

8 **AFFIRMATIVE DEFENSES**

9 Chase continues to investigate plaintiff's claims and does not waive any
10 affirmative defenses. Defendant reserves the right to further amend this Answer to
11 add any subsequently-discovered affirmative defenses.

12 **First Affirmative Defense**

13 The Amended Complaint fails to state a claim upon which relief can be
14 granted.

15 **Second Affirmative Defense**

16 The Amended Complaint is barred or limited by the doctrines of estoppel,
17 waiver, and/or release.

18 **Third Affirmative Defense**

19 The claims are barred or limited by the doctrines of unclean hands, and
20 failure to do equity.

21 **Fourth Affirmative Defense**

22 The Amended Complaint is barred by the applicable periods of limitation,
23 laches, or otherwise by the passage of time.

24 **Fifth Affirmative Defense**

25 The actions complained of, and the resulting damages, if any, are the result
26 of third parties over whom Chase has no control, and Chase has no responsibility or
27 liability for such parties' acts or omissions.

28 ///

Sixth Affirmative Defense

The York Village Community Association (the "Association") and/or its agents failed to provide Chase with all necessary notices pursuant to NRS Chapter 116, NRS Chapter 107, and/or the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("CC&Rs") for the Association, as applicable.

Seventh Affirmative Defense

The sale of the subject property is void, because the Board of Directors for the Association failed to provide notice and hearing pursuant to the Association's CC&Rs.

Eighth Affirmative Defense

The sale of the subject property is void, because the Board of Directors for the Association failed to record the minutes of the meeting, if any, pursuant to NRS 116.3108 and 116.31085, wherein the Board of Directors for Association determined to foreclose upon the subject property.

Ninth Affirmative Defense

Plaintiff has failed to name each party necessary and/or indispensable for full and adequate relief pursuant to N.R.C.P. 19.

Tenth Affirmative Defense

The alleged Association's foreclosure sale was not reasonable, and the circumstances of the sale of the property violated the Association's obligation of good faith under NRS 116.1113 and duty to act in a reasonable manner.

Eleventh Affirmative Defense

Plaintiff, and all of plaintiff's successors in interest, purchased the property with notice of the interest of the senior deed of trust recorded against the property and is not a bona fide purchaser for value.

Twelfth Affirmative Defense

To the extent that plaintiff's interpretation of NRS Chapter 116 is accurate, then the statutes and Chapter 116 as a whole are void for vagueness.

Thirteenth Affirmative Defense

Plaintiff's claims are barred by the Due Process Clause of the Nevada Constitution and the United States Constitution and the Takings Clause of the United States Constitution.

Fourteenth Affirmative Defense

The Association foreclosure sale is void or otherwise insufficient to extinguish the deed of trust based on the failure to provide proper notice of the "super-priority" assessment amounts in accordance with the requirements of NRS Chapter 116, federal law, and constitutional law.

Fifteenth Affirmative Defense

The foreclosure sale is a voidable fraudulent transfer under the Uniform Fraudulent Transfer Act (NRS 112.140 *et seq.*).

Sixteenth Affirmative Defense

The foreclosure sale is void to the extent the Association foreclosed on an alleged lien comprised of assessments and/or other charges discharged in bankruptcy.

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Seventeenth Affirmative Defense

NRS 116.3116 et seq., on its face, violates the due process requirements of the United States Constitution and Nevada Constitution.

Chase incorporates all the defenses enumerated in N.R.C.P. 8, which are incorporated for the purpose of not waiving any such defense.

DATED this 25th day of August, 2015.

Ballard Spahr LLP

By: /s/ Russell J. Burke

Abran E. Vigil
Nevada Bar No. 7548
Russell J. Burke
Nevada Bar No. 12710
100 North City Parkway, Suite 1750
Las Vegas, NV 89106-4617
Telephone: 702.471.7000
Facsimile: 702.471.7070
Attorneys for Defendant JP Morgan Chase Bank N.A.

CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I hereby certify that on the 25th day of August, 2015, a true and correct copy of the foregoing **ANSWER TO AMENDED COMPLAINT** was served to the following party via the Eighth Judicial District Court's e-filing system at the e-mail address provided in the e-service list below:

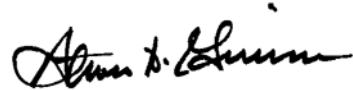
Michael Beede, Esq.
2300 W. Sahara Avenue, #420
Las Vegas, NV 89102

Attorneys for Plaintiff

EserviceLegalLV@gmail.com

- ☐ Hand Delivery
☐ FACSIMILE TRANSMISSION
☐ U.S. MAIL, POSTAGE PREPAID
☒ CM/ECF e-filing system

/s/ Sarah H. Walton
An employee of
BALLARD SPAHR LLP



CLERK OF THE COURT

NECC
MICHAEL N. BEEDE, ESQ.
Nevada State Bar No. 13068
THE LAW OFFICE OF MIKE BEEDE, PLLC
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN Holdings, LLC,

Plaintiff,

v.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

CASE NO. A-15-719913-C

DEPT NO. VIII

NOTICE OF EARLY CASE CONFERENCE

TO: RUSSEL J. BURKE, ESQ., Ballard Spahr LLP Attorney for Defendant JP
Morgan Chase N.A.

///

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///

1 **PLEASE TAKE NOTICE** that you and each of you are hereby notified that pursuant to
2 NRCP 16.1 an Early Case Conference has been scheduled for the 9th day of September, 2015 at
3 2:00 PM at The Law Office of Mike Beede, 2300 West Sahara Avenue, Suite 420, Las Vegas,
4 NV 89102.

5 You are invited to bring your files and participate in the conference.

6 Dated this 8th day of September, 2015.

7
8 THE LAW OFFICE OF MIKE BEEDE, PLLC

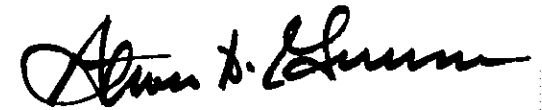
9 /s/Michael N. Beede
10 Michael N. Beede, Esq.
11 Nevada Bar No. 13068
12 2300 W Sahara Ave., Suite 420
13 Las Vegas, NV 89102
14 Telephone (702) 473-8406
15 Facsimile (702) 832-0248
16 Attorney for Plaintiff
17
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19
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28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of The Law Office of Mike Beede, PLLC and that on the 8th day of September, 2015, I did cause a true and correct copy of the foregoing **NOTICE OF EARLY CASE CONFERENCE** to be served upon each of the parties listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System:

Ballard Spahr		
Name	Email	Select
Abran Vigil	vigila@ballardspahr.com	<input checked="" type="checkbox"/>
Las Vegas Docketing	lvdocket@ballardspahr.com	<input checked="" type="checkbox"/>
Ballard Spahr Andrews & Ingersoll, LLP		
Name	Email	Select
Sarah Walton	waitons@ballardspahr.com	<input checked="" type="checkbox"/>
Ballard Spahr LLP		
Name	Email	Select
Catherine Wrangham-Rowe	wranghamrowec@ballardspahr.com	<input checked="" type="checkbox"/>
Russell J. Burke	BurkeR@ballardspahr.com	<input checked="" type="checkbox"/>
Mike Beede Esq.		
Name	Email	Select
EService	EServiceLegalV@gmail.com	<input checked="" type="checkbox"/>

By: /s/Garrett Chase
An Employee of The Law Offices of
Mike Beede, PLLC



CLERK OF THE COURT

ORD
Michael Beede, Esq.
Law Office of Michael Beede
Bar No. 13068
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
eservice@legallv.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

CASE NO. A-15-719913-C

DEPT NO. VIII

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

**ORDER GRANTING EX PARTE MOTION TO ENLARGE TIME FOR SERVICE
OF PROCESS AND FOR AN ORDER FOR SERVICE BY PUBLICATION AS TO
EDNA A. ALLAS**

IT IS ORDERED that the Plaintiff shall be granted an additional 60 days to serve the Defendant; and

IT IS FURTHER ORDERED, that the Defendant may be served by Publication of the Summons and Complaint at least once a week for four (4) consecutive weeks in a newspaper of general circulation, Nevada Legal News, published in Clark County, Nevada, and in addition thereto, a copy of the Summons and Complaint shall be forthwith mailed to the Defendant at their last known addresses, 8181 Amy Springs St., Las Vegas, NV 89113

08-19-15 A11:35

APP0087

CLERK OF THE COURT

FILED
AUG 19 2015

1 and 8942 Oceanside Slopes Ave., Las Vegas, NV 89178, first class certified mail, postage
2 prepaid.

3 Dated this 5 day of September, 2015.

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DISTRICT COURT JUDGE 

Submitted by: 

Mike Beede, Esq.

Bar No. 13068

Law Office of Mike Beede

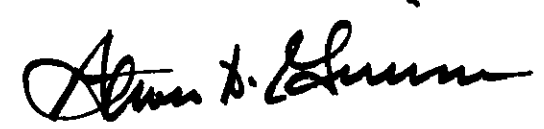
2300 W. Sahara Ave. #420

Las Vegas, NV 89102

Attorney for Plaintiff

ORD
Michael Beede, Esq.
Law Office of Michael Beede
Bar No. 13068
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
eservice@legally.com
Attorney for Plaintiff

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09/08/2015 11:22:43 AM



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

CASE NO. A-15-719913-C

DEPT NO. VIII

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

**ORDER GRANTING EX PARTE MOTION TO ENLARGE TIME FOR SERVICE
OF PROCESS AND FOR AN ORDER FOR SERVICE BY PUBLICATION AS TO
ALEX BALAGOT**

IT IS ORDERED that the Plaintiff shall be granted an additional 60 days to serve the Defendant; and

IT IS FURTHER ORDERED, that the Defendant may be served by Publication of the Summons and Complaint at least once a week for four (4) consecutive weeks in a newspaper of general circulation, Nevada Legal News, published in Clark County, Nevada, and in addition thereto, a copy of the Summons and Complaint shall be forthwith mailed to the Defendant at their last known addresses, 8181 Amy Springs St., Las Vegas, NV 89113

CLERK OF THE COURT

RECEIVED
AUG 19 2015

08-19-15 A11:34 IN

APP0089

1 and 8942 Oceanside Slopes Ave., Las Vegas, NV 89178, first class certified mail, postage
2 prepaid.

3 Dated this 3 day of September, 2015.

4
5 
DISTRICT COURT JUDGE 

6 Submitted by:

7 
Mike Beede, Esq.

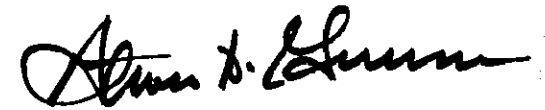
8 Bar No. 13068

9 Law Office of Mike Beede

10 2300 W. Sahara Ave. #420

11 Las Vegas, NV 89102

12 Attorney for Plaintiff
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CLERK OF THE COURT

ORD
Michael Beede, Esq.
Law Office of Michael Beede
Bar No. 13068
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
eservice@legallv.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

CASE NO. A-15-719913-C

DEPT NO. VIII

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

**ORDER GRANTING EX PARTE MOTION TO ENLARGE TIME FOR SERVICE
OF PROCESS AND FOR AN ORDER FOR SERVICE BY PUBLICATION AS TO
ROWENA A. BALAGOT**

IT IS ORDERED that the Plaintiff shall be granted an additional 60 days to serve the Defendant; and

IT IS FURTHER ORDERED, that the Defendant may be served by Publication of the Summons and Complaint at least once a week for four (4) consecutive weeks in a newspaper of general circulation, Nevada Legal News, published in Clark County, Nevada, and in addition thereto, a copy of the Summons and Complaint shall be forthwith mailed to the Defendant at their last known addresses, 8181 Amy Springs St., Las Vegas, NV 89113

1 and 8942 Oceanside Slopes Ave., Las Vegas, NV 89178, first class certified mail, postage
2 prepaid.

3 Dated this 3 day of September, 2015.

4
5 
DISTRICT COURT JUDGE 

6 Submitted by:

7 
Mike Beede, Esq.

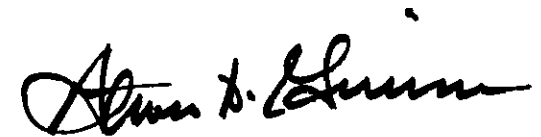
8 Bar No. 13068

9 Law Office of Mike Beede

10 2300 W. Sahara Ave. #420

11 Las Vegas, NV 89102

12 Attorney for Plaintiff
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CLERK OF THE COURT

AFF

Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
(O) 702-473-8406
(F) 702-832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

CASE NO. A-15-719913-C

DEPT NO. VIII

AFFIDAVIT OF MAILING OF
SUMMONS AND AMENDED
COMPLAINT

I HEREBY CERTIFY that service of the Summons and Amended Complaint, and was
made this 15th day of September, 2015, by depositing a copy of the same in the U.S. Certified
Mail, postage prepaid, and addressed to:

Edna A. Allas
8181 Amy Springs St.
Las Vegas, NV 89113

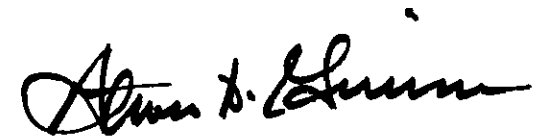
Edna A. Allas
8942 Oceanside Slopes Ave.
Las Vegas, NV 89178

DATED this 15th day of September, 2015.

/s/Jennifer Case

An employee of Mike Beede, Esq.

Certified mail No.: 70090820000163102319(Amy Springs) & 70090820000163102326(Oceanside Slopes)



CLERK OF THE COURT

AFF

Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
(O) 702-473-8406
(F) 702-832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

CASE NO. A-15-719913-C

DEPT NO. VIII

AFFIDAVIT OF MAILING OF
SUMMONS AND AMENDED
COMPLAINT

I HEREBY CERTIFY that service of the Summons and Amended Complaint, and was
made this 15th day of September, 2015, by depositing a copy of the same in the U.S. Certified
Mail, postage prepaid, and addressed to:

Alex Balagot
8181 Amy Springs St.
Las Vegas, NV 89113

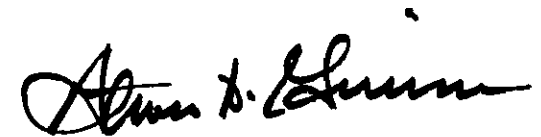
Alex Balagot
8942 Oceanside Slopes Ave.
Las Vegas, NV 89178

DATED this 15th day of September, 2015.

/s/Jennifer Case

An employee of Mike Beede, Esq.

Certified mail No.: 70090820000163102333(Amy Springs) & 70090820000163102340(Oceanside Slopes)



CLERK OF THE COURT

AFF

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Michael Beede, Esq.
Nevada State Bar No. 13068
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Las Vegas, NV 89102
(O) 702-473-8406
(F) 702-832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

vs.

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

CASE NO. A-15-719913-C

DEPT NO. VIII

AFFIDAVIT OF MAILING OF
SUMMONS AND AMENDED
COMPLAINT

I HEREBY CERTIFY that service of the Summons and Amended Complaint, and was
made this 15th day of September, 2015, by depositing a copy of the same in the U.S. Certified
Mail, postage prepaid, and addressed to:

Rowena Balagot
8181 Amy Springs St.
Las Vegas, NV 89113

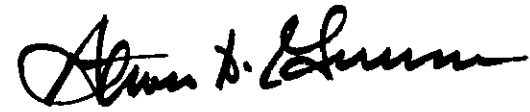
Rowena Balagot
8942 Oceanside Slopes Ave.
Las Vegas, NV 89178

DATED this 15th day of September, 2015.

/s/Jennifer Case

An employee of Mike Beede, Esq.

Certified mail No.: 70090820000163102357(Amy Springs) & 70090820000163102364(Oceanside Slopes)



CLERK OF THE COURT

ORD

MICHAEL N. BEEDE, ESQ.
Nevada State Bar No. 13068

THE LAW OFFICE OF MIKE BEEDE, PLLC
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,
Plaintiff,

vs.

CASE NO. A-15-719913-C

DEPT NO. VIII

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE BANK,
N.A.; YORK VILLAGE COMMUNITY
ASSOCIATION; and DOES 1 through 10,
inclusive; ROE CORPORATIONS 1 through
10, inclusive,

Defendants,

STIPULATION AND ORDER TO SET ASIDE DEFAULT AND FOR DISMISSAL OF

PARTY AND DISCLAIMER OF FEES AND ASSESSMENTS

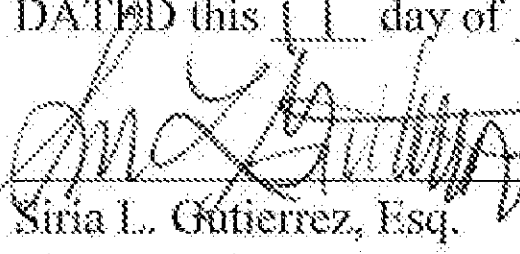
IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff, RJRN HOLDINGS LLC, and Defendant, YORK VILLAGE COMMUNITY ASSOCIATION, by and through their respective undersigned counsel of agree and stipulate as follows:

1. The property located at 8181 Amy Springs St., Las Vegas, NV 89113, Assessor Parcel Number 176-15-511-019, ("Subject Property") is located within the YORK VILLAGE COMMUNITY ASSOCIATION. (the "HOA").

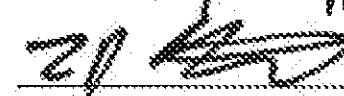
- 1 2. The Subject Property is subject to the HOA's declarations ("CC&Rs") and NRS 116
2 *et seq.*
- 3 3. The HOA had a perfected lien for assessments pursuant to NRS 115.3116(5) which
4 was foreclosed upon on October 12, 2012.
- 5 4. Defendant agrees that as a result of the October 12, 2012 HOA lien foreclosure sale,
6 all fees, liens, assessments, or other amounts owed to the HOA were either paid or
7 extinguished by way of the foreclosure sale. Defendant further disclaims any right to
8 seek payment for any amounts which may have been assessed or come due prior to or
9 on October 12, 2012. Any and all notices of delinquent assessment liens recorded
10 prior to October 12, 2012, are of no force or effect against the Subject Property.
- 11 5. In the event that the current or future owner or owners of the Subject Property fail to
12 pay assessments as required by the CC&Rs, the HOA may enforce liens which are the
13 result of any failure to pay amounts which have come due after October 12, 2012
14 through foreclosure if necessary, pursuant to the CC&Rs and NRS 116 *et seq.*
- 15 6. The default entered on July 28, 2015 shall be set aside.
- 16 7. Each party shall bear their own attorney's fees.

17 DATED this 17th day of September, 2015.

18
19 BY:

20 
Siria L. Gutierrez, Esq.
Lipson, Neilson, Cole, Seltzer & Garin P.C.
9900 Covington Dove Dr. Suite 120
Las Vegas, NV 89144
Attorney for Defendant, YORK VILLAGE
COMMUNITY ASSOCIATION

BY:

21  SEN 13464 for
MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
Attorney for Plaintiff, RJRN
HOLDINGS LLC

24
25 **ORDER**

26 Pursuant to the foregoing Stipulation, and good cause showing therefore:

27 **IT IS ORDERED** that in the above-captioned and numbered matter, YORK VILLAGE
28 COMMUNITY ASSOCIATION, shall be dismissed from this action, and that shall

1 disclaim any right to seek enforcement or payment from Plaintiffs or their successors for
2 amounts which may have been due or assessed prior to October 12, 2012. The default
3 entered on July 28, 2015 shall be set aside.

4 All parties to bear their own attorneys' fees and costs.

5 DATED this 21ST day of SEPTEMBER, 2015.


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DISTRICT JUDGE 

Submitted by:

The Law Office of Mike Beede, PLLC

Zachary Clayton

BY:

 SON 13464 for

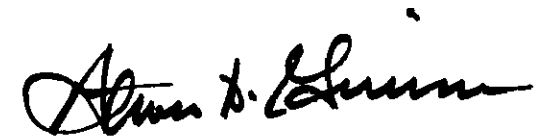
Michael Beede, Esq.

The Law Office of Mike Beede, PLLC

Nevada Bar #13068

2300 W Sahara Ave., Suite 420

Las Vegas, NV 89102



CLERK OF THE COURT

1 **ANS**
2 **ROBERT S. LARSEN, ESQ.**
3 Nevada Bar No. 7785
4 **ASHLIE L. SURUR, ESQ.**
5 Nevada Bar No. 11290
6 **GORDON & REES LLP**
7 3770 Howard Hughes Parkway, Suite 100
8 Las Vegas, Nevada 89169
9 Telephone: (702) 577-9300
10 Facsimile: (702) 255-2858
11 Email: rlarsen@gordonrees.com
12 asurur@gordonrees.com
13 *Attorneys for Defendant/Counterclaimant/*
14 *MetLife Home Loans LLC, successor*
15 *By merger to MetLife Bank, N.A.*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 RJRN HOLDINGS, LLC,

13 Plaintiff,

14 vs.

15 EDNA A. ALLAS; ALEX BALAGOT;
16 ROWENA A. BALAGOT; JPMORGAN CHASE
17 BANK N.A.; METLIFE HOME LOANS, A
18 DIVISION OF METLIFE BANK, N.A.; YORK
19 VILLAGE COMMUNITY ASSOCIATION; and;
20 DOES 1-10; and ROE CORPORATIONS 1-10,

21 Defendants.

22 METLIFE HOME LOANS LLC, SUCCESSOR
23 BY MERGER TO METLIFE BANK, N.A.,

24 Counterclaimant,

25 vs.

26 RJRN HOLDINGS, LLC, a Nevada Limited
27 Liability Corporation;,,

28 Counter-defendant.

CASE NO. A-15-719913-C
DEPT NO. VIII

**METLIFE HOME LOANS LLC,
SUCCESSOR BY MERGER TO
METLIFE BANK, N.A. ANSWER'S
TO RJRN HOLDINGS LLC'S
AMENDED COMPLAINT AND
COUNTERCLAIM**

1 METLIFE HOME LOANS LLC, SUCCESSOR BY MERGER TO METLIFE BANK,
2 N.A.,¹ (“MLHL”), by and through its attorneys of record, ROBERT S. LARSEN, ESQ. and
3 ASHLIE L. SURUR, ESQ. of GORDON & REES LLP, hereby responds to RJRN HOLDINGS,
4 LLC’s Amended Complaint as follows:

5 **PARTIES, JURISDICTION AND VENUE**

6 1. Answering Paragraphs 1 of the Amended Complaint, MLHL admits that the
7 action relates to the ownership and title to real property located in Clark County, Nevada,
8 commonly known as 8181 Amy Springs St., Las Vegas, Nevada 89113, bearing APN number
9 176-15-511-019. The remaining allegations in Paragraph 1 assert legal conclusions to which no
10 response is required. To the extent that a response is required, MLHL states that it is without
11 knowledge or information sufficient to form a belief as to the truth or veracity of the allegations
12 contained therein, and therefore, denies the same in their entirety.

13 2. Answering Paragraph 2 of the Amended Complaint, MLHL states that it is
14 without knowledge or information sufficient to form a belief as to the truth or veracity of the
15 allegations contained therein, and therefore, denies the same in their entirety.

16 3. Answering Paragraph 3 of the Amended Complaint, MLHL states that it is
17 without knowledge or information sufficient to form a belief as to the truth or veracity of the
18 allegations contained therein, and therefore, denies the same in their entirety.

19 4. Answering Paragraph 4 of the Amended Complaint, MLHL states that it is
20 without knowledge or information sufficient to form a belief as to the truth or veracity of the
21 allegations contained therein, and therefore, denies the same in their entirety.

22 5. Answering Paragraph 5 of the Amended Complaint, MLHL states that it is
23 without knowledge or information sufficient to form a belief as to the truth or veracity of the
24 allegations contained therein, and therefore, denies the same in their entirety.

25 ///

26 ///

27 _____
28 ¹ Effective August 30, 2013, MetLife Bank, N.A., merged into its wholly owned subsidiary, MetLife Home Loans LLC, a Delaware Limited Liability Company.

6. Answering Paragraph 6 of the Amended Complaint, MLHL denies the allegations in Paragraph 6 of the Amended Complaint and states that MLHL is the successor in interest to MetLife Bank, N.A..

7. Answering Paragraph 7 of the Amended Complaint, MLHL states that it is without knowledge or information sufficient to form a belief as to the truth or veracity of the allegations contained therein, and therefore, denies the same in their entirety.

8. Answering Paragraph 8 of the Amended Complaint, MLHL states that the allegations are directed at unnamed entities or persons, and therefore, no response is required. To the extent a response is required, MLHL is without knowledge or information sufficient to form a belief as to the truth or veracity of the allegations contained therein, and therefore, denies the same in their entirety.

9. Answering Paragraphs 9 of the Amended Complaint, MLHL states that the allegations contained therein assert and/or call for legal conclusions to which a response is not required. To the extent an answer is required, MLHL is without knowledge or information sufficient to form a belief as to the truth or veracity of the allegations contained therein, and therefore, denies the same in their entirety.

GENERAL ALLEGATIONS

10. Answering Paragraphs 10 of the Amended Complaint, MLHL admits that the action relates to the ownership and title to real property located in Clark County, Nevada, commonly known as 8181 Amy Springs St., Las Vegas, Nevada 89113, bearing APN number 176-15-511-019. MLHL states the legal description of the property speaks for itself, and to the extent that any of the allegations in Paragraph 10 are inconsistent with the legal description, MLHL denies such allegations.

11. Answering Paragraph 11 of the Amended Complaint, MLHL admits that a quitclaim deed was recorded on February 10, 2014. MLHL denies that any interest in the first deed of trust was extinguished by the HOA foreclosure sale. Answering further, MLHL states that the referenced deed speaks for itself, and to the extent that any allegations in Paragraph 11 are inconsistent with the deed, MLHL denies such allegations.

1 12. Answering Paragraph 12 of the Amended Complaint, MLHL denies that any
2 interest in the first deed of trust was extinguished by the HOA foreclosure sale. Answering
3 further, MLHL states that the referenced deed speaks for itself, and to the extent that any
4 allegations in Paragraph 12 are inconsistent with the deed, MLHL denies such allegations.

5 13. Answering Paragraph 13 of the Amended Complaint, MLHL denies that any
6 interest in the first deed of trust was extinguished by the HOA foreclosure sale. Answering
7 further, MLHL states that the referenced deed speaks for itself, and to the extent that any
8 allegations in Paragraph 13 are inconsistent with the deed, MLHL denies such allegations.

9 14. Answering Paragraph 14 of the Amended Complaint, MLHL denies the
10 allegations contained therein.

11 15. Answering Paragraph 15 of the Amended Complaint, MLHL denies the
12 allegations contained therein.

13 16. Answering Paragraph 16 of the Amended Complaint, MLHL states that it is
14 without knowledge or information sufficient to form a belief as to the truth or veracity of the
15 allegations contained therein, and therefore, denies the same in their entirety.

16 17. Answering Paragraph 17 of the Amended Complaint, MLHL admits the deed of
17 trust was recorded on April 28, 2009. Answering further, MLHL states that the referenced deed
18 speaks for itself, and to the extent that any allegations in Paragraph 17 are inconsistent with the
19 deed, MLHL denies such allegations.

20 18. Answering Paragraph 18 of the Amended Complaint, MLHL admits that the
21 assignment was recorded on February 17, 2012. Answering further, MLHL states that the
22 referenced assignment speaks for itself, and to the extent that any allegations in Paragraph 18 are
23 inconsistent with the assignment, MLHL denies such allegations.

24 19. Answering Paragraph 19 of the Amended Complaint, MLHL admits the
25 assignment was recorded on August 12, 2013. Answering further, MLHL states that the
26 referenced assignment speaks for itself, and to the extent that any allegations in Paragraph 19 are
27 inconsistent with the assignment, MLHL denies such allegations.

28 ///

20. Answering Paragraph 20 of the Amended Complaint, MLHL states that it is without knowledge or information sufficient to form a belief as to the truth or veracity of the allegations contained therein, and therefore, denies the same in their entirety.

21. Answering Paragraph 21 of the Amended Complaint, MLHL denies that any interest in the first deed of trust was extinguished by the HOA foreclosure sale. As to any remaining allegations, MLHL states that it is without knowledge or information sufficient to form a belief as to the truth or veracity of the allegations contained therein, and therefore, denies the same in their entirety.

22. Answering Paragraph 22 of the Amended Complaint, MLHL denies the allegations contained therein.

23. Answering Paragraph 23 of the Amended Complaint, Plaintiff states his reasons for initiating this action to which no response is required. To the extent a response is required, MLHL denies that Plaintiff is entitled to any relief.

FIRST CLAIM FOR RELIEF ACTION
**(Declaratory Relief/Quiet Title Pursuant to NRS 30.010 *et seq.*,
and NRS 116, *et seq.*)**

24. MLHL adopts and incorporates by reference its responses to the preceding paragraphs of the Amended Complaint as if set forth fully herein.

25. Answering Paragraph 25 of the Amended Complaint, MLHL is without knowledge or information sufficient to form a belief as to the truth or veracity of the allegations contained therein, and therefore, denies the same in their entirety.

26. Answering Paragraph 26 of the Amended Complaint, MLHL denies that Plaintiff is the rightful owner of the property. As to the remaining allegations, MLHL is without information sufficient to form a belief as to the truth or veracity of the allegations contained therein, and therefore, denies the same in their entirety

27. Answering Paragraph 27 of the Amended Complaint, MLHL denies the allegations contained therein.

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/ / /

1 28. Answering Paragraph 28 of the Amended Complaint, MLHL denies that any
2 interest in the first deed of trust was extinguished by the HOA foreclosure sale and denies that
3 Plaintiff is entitled to the requested relief.

4 29. Answering Paragraph 29 of the Amended Complaint, MLHL denies that Plaintiff
5 is entitled to the requested relief.

6 30. Answering Paragraph 30 of the Amended Complaint, MLHL denies that Plaintiff
7 is entitled to the requested relief.

8
9 **SECOND CLAIM FOR RELIEF**
 (Preliminary and Permanent Injunction against all defendants)

10 31. METLIFE adopts and incorporates by reference its responses to the preceding
11 paragraphs of the Amended Complaint as if set forth fully herein.

12 32. Answering Paragraph 32 of the Amended Complaint, MLHL denies that Plaintiff
13 or Plaintiff's predecessor in interest are or were the rightful owner of the property. As to the
14 remaining allegations, MLHL is without information sufficient to form a belief as to the truth or
15 veracity of the allegations contained therein, and therefore, denies the same in their entirety.

16 33. Answering Paragraph 33 of the Amended Complaint, MLHL admits that a deed
17 was recorded on June 7, 2013. Answering further, MLHL states that the referenced deed speaks
18 for itself, and to the extent that any allegations in Paragraph 33 are inconsistent with the deed,
19 MLHL denies such allegations.

20 34. Answering Paragraph 34 of the Amended Complaint, MLHL admits that a deed
21 was recorded on February 10, 2014. Answering further, MLHL states that the referenced deed
22 speaks for itself, and to the extent that any allegations in Paragraph 34 are inconsistent with the
23 deed, MLHL denies such allegations.

24 35. Answering Paragraph 35 of the Amended Complaint, MLHL denies that any
25 interest in the first deed of trust was extinguished by the HOA foreclosure sale. As to the
26 remaining allegations, MLHL is without information sufficient to form a belief as to the truth or
27 veracity of the allegations contained therein, and therefore, denies the same in their entirety.

1 36. Answering Paragraph 36 of the Amended Complaint, MLHL denies that any
2 interest in the first deed of trust was extinguished by the HOA foreclosure sale. As to the
3 remaining allegations, MLHL is without information sufficient to form a belief as to the truth or
4 veracity of the allegations contained therein, and therefore, denies the same in their entirety.

5 37. Answering Paragraph 37 of the Amended Complaint, MLHL denies that Plaintiff
6 is entitled to the requested relief.

7
8 **THIRD CLAIM FOR RELIEF**
 (Slander to Title)

9 38. MLHL adopts and incorporates by reference its responses to the preceding
10 paragraphs of the Amended Complaint as if set forth fully herein.

11 39. Answering Paragraph 39 of the Amended Complaint, MLHL denies the
12 allegations contained therein.

13 40. Answering Paragraph 40 of the Amended Complaint, MLHL denies the
14 allegations contained therein.

15 41. Answering Paragraph 41 of the Amended Complaint, MLHL denies the
16 allegations contained therein.

17 42. Answering Paragraph 42 of the Amended Complaint, MLHL denies the
18 allegations contained therein.

19 **AFFIRMATIVE DEFENSES**

20 MLHL asserts the following affirmative defenses. Discovery and investigation of this
21 case is not yet complete, and MLHL reserves the right to amend this Answer and amend
22 affirmative defenses as may be appropriate.

23 **FIRST AFFIRMATIVE DEFENSE**

24 Plaintiff has failed to state facts sufficient to constitute any cause of action against
25 MLHL.

26 **SECOND AFFIRMATIVE DEFENSE**

27 Plaintiff has failed to state a claim upon which relief can be granted.

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THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited by the doctrine of unclean hands.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited by the doctrine of estoppel, waiver, and/or release.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited by accord and satisfaction.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred or limited by the applicable statute of limitations.

SEVENTH AFFIRMATIVE DEFENSE

The super-priority lien was satisfied prior to the homeowners' association foreclosure.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff has failed, refused and neglected to take reasonable steps to mitigate its alleged damages, if any, thus barring or diminishing Plaintiff's recovery herein.

NINTH AFFIRMATIVE DEFENSE

Plaintiff lacks standing to bring some or all of its claims and causes of action.

TENTH AFFIRMATIVE DEFENSE

Plaintiff purchased the property with record notice of the interest of the senior deed of trust recorded against the property.

ELEVENTH AFFIRMATIVE DEFENSE

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

TWELFTH AFFIRMATIVE DEFENSE

The homeowners' association foreclosure sale is void for failure to comply with the provisions of Chapter NRS 116, and other provisions of law.

THIRTEENTH AFFIRMATIVE DEFENSE

The injuries and alleged damages of which Plaintiff complains were proximately caused, or contributed to, by the acts of other persons and/or entities, and that said acts were an intervening and superseding cause of the alleged damages, if any, of which Plaintiff complains,

1 thus barring Plaintiff from any recovery against MLHL.

2 **FOURTEENTH AFFIRMATIVE DEFENSE**

3 The actions complained of, and the resulting damages, if any, are the result of third
4 parties over which MLHL has no control, and MLHL has no responsibility or liability for such
5 parties' acts or omissions.

6 **FIFTEENTH AFFIRMATIVE DEFENSE**

7 Plaintiff has failed to name each party necessary and/or indispensable for full and
8 adequate relief pursuant to NRCP 19.

9 **SIXTEENTH AFFIRMATIVE DEFENSE**

10 MLHL engaged in no acts or omissions relevant to the subject matter of the Plaintiff such
11 as would create any liability whatsoever on its part to Plaintiff.

12 **SEVENTEENTH AFFIRMATIVE DEFENSE**

13 MLHL denies each and every allegation of the Amended Complaint not specifically
14 admitted or otherwise plead herein.

15 **EIGHTEENTH AFFIRMATIVE DEFENSE**

16 In the event further investigation or discovery reveals the applicability of any such
17 defenses, MLHL reserves the right to seek leave to amend this answer to specifically assert any
18 such defense. Such defenses are herein incorporated by reference for the specific purpose of not
19 waiving any such defense.

20 **NINETEENTH AFFIRMATIVE DEFENSE**

21 Plaintiff is barred from recovering any special damages herein for failure to specifically
22 allege the items of special damages claims, pursuant to NRCP 9(g).

23 **COUNTERCLAIM**

24 Defendant/Counterclaimant/ MLHL hereby asserts counterclaims against Plaintiff RJRN
25 HOLDINGS, LLC ("Plaintiff"), as follows:

26 **PARTIES**

27 1. MLHL is a foreign limited liability company doing business in Clark County,
28 Nevada.

1 2. Upon information and belief, Plaintiff is a Nevada limited liability company
2 conducting business in Clark County, Nevada.

3 3. Upon information and belief, Defendant HOA is a Nevada non-profit corporation
4 conducting business in Clark County, Nevada.

5 **JURISDICTION AND VENUE**

6 4. This Court has jurisdiction over Plaintiff and the HOA because the allegations set
7 forth in the counterclaims and crossclaims relate to Plaintiff's purported purchase of real
8 property locate in Clark County, Nevada.

9 5. Venue is proper in this judicial district because the property that is subject of this
10 action is situated in the district.

11 **FACTUAL ALLEGATIONS**

12 6. Edna Allas, Alex Balagot and Rowena A. Balagot ("Borrowers") executed a note
13 to finance the purchase of real property located at 8181 Amy Spring St. Las Vegas Nevada 89113
14 which was secured by a first deed of trust which was recorded on April 28, 2009. The deed of
15 trust was granted in favor of MLHL, naming Mortgage Electronic Registration Systems as
16 beneficiary.

17 7. On February 17, 2012, Mortgage Electronic Registration Systems assigned it
18 rights in the deed of trust to MLHL via a Corporate Assignment Deed of Trust.

19 8. MLHL assigned the deed of trust to Defendant JP MORGAN CHASE which was
20 recorded on August 12, 2013.

21 9. Upon information and belief, the Borrowers failed to pay the HOA all amounts
22 due to it. The HOA, through Nevada Association Services, recorded a Notice of Delinquent
23 Assessment Lien.

24 10. On November 2, 2011, the HOA, through Nevada Association Services, recorded
25 a Notice of Default and Election to Sell under the HOA lien. The Notice stated the amount due
26 to the HOA was \$2,205.34.

27 11. On or about January 10, 2012, MLHL sent a check to Nevada Association
28 Services in the amount of \$2,205.34.

1 12. Upon information and belief, Nevada Association Services cashed the payment
2 \$2,205.34

3 13. MLHL's \$2,205.34 payment of the amount due and owing to the HOA satisfied
4 the HOA delinquent assessment lien.

5 14. MLHL's \$2,205.34 payment of the amount due and owing to the HOA satisfied
6 the super-priority portion of the HOA lien.

7 15. MLHL's \$2,205.34 payment of the amount due an owing to the HOA preserved
8 its interest in the first deed of trust.

9 **FIRST CAUSE OF ACTION**
10 **(Counterclaim for Declaratory Relief Against Plaintiff and**
 Crossclaim for Declaratory Relief against HOA)

11 16. MLHL repeats and re-alleges the preceding paragraphs as though fully set forth
12 herein and incorporation the same by reference.

13 17. Under NRS 30.010 *et. seq.*, this Court has the power and authority to declare
14 MLHL's rights and interests in the property and resolve Plaintiff's adverse claims in the
15 property.

16 18. The HOA, through its trustee, foreclosed on the lien on October 12, 2012.
17 Through a series of quitclaim deeds, Plaintiff alleges it acquired the property.

18 19. Prior to October 12, 2012, MLHL paid the amount due and owing to the HOA
19 satisfying its delinquent assessment lien.

20 20. Plaintiff's claims are adverse to MLHL in that it claims the HOA foreclosure sale
21 extinguished the deed of trust. A judicial determination is necessary to ascertain the rights,
22 obligations, and duties of the various parties.

23 21. The HOA sale did not extinguish the first deed of trust because the HOA lien was
24 paid. At a minimum, any super-priority portion of the lien was paid in full prior to the
25 foreclosure sale.

26 22. MLHL seeks a declaration that the HOA sale did not extinguish the first deed of
27 trust.

28 23. MLHL was required to retain an attorney to prosecute this action, and is therefore

1 entitled to its reasonable attorney's fees and costs.

2 WHEREFORE, MLHL prays for judgment as follows:

- 3 1. An order that the foreclosure sale did not extinguish any interest in the first deed
4 of trust;
- 5 2. An order that the first deed of trust is senior and superior to any right, title,
6 interest, lien, equity, or estate of Plaintiff;
- 7 3. Plaintiff takes nothing by the virtue of its Amended Complaint;
- 8 4. Amended Complaint be dismissed with prejudice;
- 9 5. Reasonable attorney's fees and costs of suit; and
- 10 6. For any other relief the Court deems proper.

11 DATED this 24th day of September, 2015.

12
13 GORDON & REES LLP

14 */s/ Robert S. Larsen*

15 ROBERT S. LARSEN, ESQ.
16 Nevada Bar No. 7785
17 ASHLIE L. SURUR, ESQ.
18 Nevada Bar No. 11290
19 *Attorneys for Defendant/Counter-claimaint*
20 *MetLife Home Loans LLC, Successor by*
21 *Merger to MeLlife Bank, N.A.*
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1 **CERTIFICATE OF MAILING**

2 I HEREBY CERTIFY that on the 24th day of September, 2015, and pursuant to NRC
3 5(b), I served via the Eighth Judicial Court's electronic filing and service system and/or
4 deposited for mailing in the U. S. Mail a true and correct copy of the foregoing **METLIFE**
5 **HOME LOANS LLC, SUCCESSOR BY MERGER TO METLIFE BANK,**
6 **N.A.ANSWER'S TO RJRN HOLDINGS LLC'S AMENDED COMPLAINT AND**
7 **COUNTERCLAIM** , postage prepaid and addressed (if necessary) to:

8
9 Michael Beede, Esq.
10 LAW OFFICE OF MIKE BEEDE, PLLC
11 2300 W. Sahara Avenue, #420
12 Las Vegas, Nevada 89102
13 *Attorney for Plaintiff*

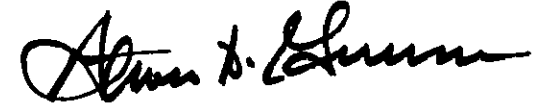
14 Abran E. Vigil, Esq.
15 BALLARD SPAR, LLP
16 100 N. City Parkway, Suite 1750
17 Las Vegas, Nevada 89106
18 *Attorneys for JP Morgan Chase Bank NA*

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/s/ Gayle Angulo
An employee of Gordon & Rees LLP

1 NOE
2 The Law Office of Mike Beede, PLLC
3 Michael Beede, Esq.
4 Nevada State Bar No. 13068
5 2300 W. Sahara Ave. #420
6 Las Vegas, NV 89102
7 T: 702-473-8406
8 F: 702-832-0248
9 Attorney for Plaintiff

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CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

RJRN HOLDINGS LLC,

Plaintiff,

Vs

CASE NO.: A-15-719913-C
DEPT. NO.: VIII

EDNA A. ALLAS; ALEX BALAGOT;
ROWENA A. BALAGOT; JPMORGAN
CHASE BANK N.A.; METLIFE HOME
LOANS, A DIVISION OF METLIFE
BANK, N.A.; YORK VILLAGE
COMMUNITY ASSOCIATION; and
DOES 1 through 10, inclusive; ROE
CORPORATIONS 1 through 10, inclusive,
Defendants.

NOTICE OF ENTRY OF STIPULATION AND ORDER

TO: ALL DEFENDANTS

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the Stipulation
and Order to Set Aside Default and for Dismissal of Party and Disclaimer of Fees and
Assessments was entered in the above entitled matter on the 24th day of September, 2015,

//

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1 a copy of which is attached hereto.

2 DATED this 28th day of September, 2015.

3 LAW OFFICE OF MIKE BEEDE

4 /s/Michael Beede

5 By:

6 Michael Beede, Esq.

7 Law Office of Michael Beede, Esq.

8 2300 W. Sahara Ave., #420

9 Las Vegas, NV 89102

10 **CERTIFICATE OF SERVICE**

11 I, the undersigned, hereby certify that I am employed in the County of Clark, State of
12 Nevada, am over the age of 18 years old and am not a party to this action. My business address is
13 Law Office of Mike Beede, PLLC, 2300 W. Sahara Ave., Suite 420, Las Vegas, NV 89102.

14 I HEREBY CERTIFY that on this 28th day of Sept., 2015, pursuant to
15 the Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically
16 served, via the Eighth Judicial District Court electronic filing system and in place of service by mail
17 the **Notice of Entry of Stipulation and Order**, on the following parties and those listed on the
18 Court's Master List in said action:

Select All Select None			
Gordon & Rees LLP			
Name	Email	Select	
Gayle Angulo	gangulo@gordonrees.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ballard Spahr			
Name	Email	Select	
Abran Vigil	vigila@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Las Vegas Docketing	lvdoctet@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ballard Spahr Andrews & Ingersoll, LLP			
Name	Email	Select	
Sarah Walton	waltons@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ballard Spahr LLP			
Name	Email	Select	
Catherine Wrangham-Rowe	wranghamrowec@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Russell J. Burke	BurkeR@ballardspahr.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Gordon & Rees LLP

Name	Email	Select
Ashlie Surur	asurur@gordonrees.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Robert Larsen	rlarsen@gordonrees.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

Mike Beede Esq.

Name	Email	Select
EService	Eservicelegal11@gmail.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

And via US Mail to:

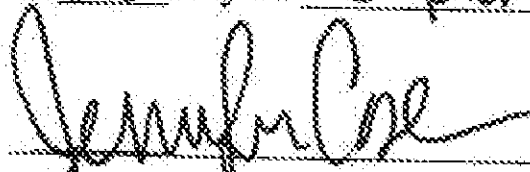
Siria L. Gutierrez, Esq.

Lipson, Neilson, Cole, Seltzer & Garin P.C.

9900 Covington Dove Dr. Suite 120

Las Vegas, NV 89144

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of service was executed by me on the 28 day of September, 2015, in Las Vegas, Nevada.


An Employee of the Law Office of Mike Beede



CLERK OF THE COURT

1 **ORD**

2 MICHAEL N. BEEDE, ESQ.
3 Nevada State Bar No. 13068

4 **THE LAW OFFICE OF MIKE BEEDE, PLLC**

5 2300 W Sahara Ave., Suite 420

6 Las Vegas, NV 89102

7 Telephone (702) 473-8406

8 Facsimile (702) 832-0248

9 Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

10 RJRN HOLDINGS LLC,

11 Plaintiff,

12 vs.

CASE NO. A-15-719913-C

DEPT NO. VIII

13 EDNA A. ALLAS; ALEX BALAGOT;
14 ROWENA A. BALAGOT; JPMORGAN
15 CHASE BANK N.A.; METLIFE HOME
16 LOANS, A DIVISION OF METLIFE BANK,
17 N.A.; YORK VILLAGE COMMUNITY
18 ASSOCIATION; and DOES 1 through 10,
19 inclusive; ROE CORPORATIONS 1 through
20 10, inclusive;

21 Defendants,

22 **STIPULATION AND ORDER TO SET ASIDE DEFAULT AND FOR DISMISSAL OF**
23 **PARTY AND DISCLAIMER OF FEES AND ASSESSMENTS**


24 IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiff, RJRN
25 HOLDINGS LLC, and Defendant, YORK VILLAGE COMMUNITY ASSOCIATION, by and
26 through their respective undersigned counsel of agree and stipulate as follows:

- 27 1. The property located at 8181 Amy Springs St., Las Vegas, NV 89113, Assessor
28 Parcel Number 176-15-511-019, ("Subject Property") is located within the YORK
VILLAGE COMMUNITY ASSOCIATION. (the "HOA").

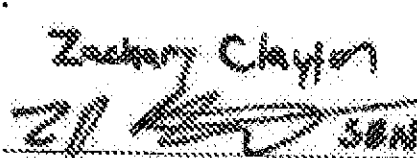
2. The Subject Property is subject to the HOA's declarations ("CC&Rs") and NRS 116 *et seq.*
3. The HOA had a perfected lien for assessments pursuant to NRS 115.3116(5) which was foreclosed upon on October 12, 2012.
4. Defendant agrees that as a result of the October 12, 2012 HOA lien foreclosure sale, all fees, liens, assessments, or other amounts owed to the HOA were either paid or extinguished by way of the foreclosure sale. Defendant further disclaims any right to seek payment for any amounts which may have been assessed or come due prior to or on October 12, 2012. Any and all notices of delinquent assessment liens recorded prior to October 12, 2012, are of no force or effect against the Subject Property.
5. In the event that the current or future owner or owners of the Subject Property fail to pay assessments as required by the CC&Rs, the HOA may enforce liens which are the result of any failure to pay amounts which have come due after October 12, 2012 through foreclosure if necessary, pursuant to the CC&Rs and NRS 116 *et seq.*
6. The default entered on July 28, 2015 shall be set aside.
7. Each party shall bear their own attorney's fees.

DATED this 17th day of September, 2015.

BY:


Maria L. Gutierrez, Esq.
Lipson, Neilson, Cole, Seltzer & Garin P.C.
9900 Covington Dove Dr. Suite 120
Las Vegas, NV 89144
Attorney for Defendant, YORK VILLAGE
COMMUNITY ASSOCIATION

BY:


MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
Attorney for Plaintiff, RJRN
HOLDINGS LLC

ORDER

Pursuant to the foregoing Stipulation, and good cause showing therefore:

IT IS ORDERED that in the above-captioned and numbered matter, YORK VILLAGE COMMUNITY ASSOCIATION, shall be dismissed from this action, and that shall

1 disclaim any right to seek enforcement or payment from Plaintiffs or their successors for
2 amounts which may have been due or assessed prior to October 12, 2012. The default
3 entered on July 28, 2015 shall be set aside.

4 All parties to bear their own attorneys' fees and costs.

5 DATED this 21ST day of SEPTEMBER, 2015.

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DISTRICT JUDGE 

Submitted by:

The Law Office of Mike Beede, PLLC

Zachary Clayton

BY:

 *SON 1344 for*

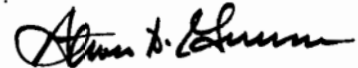
Michael Beede, Esq.

The Law Office of Mike Beede, PLLC

Nevada Bar #13068

2300 W Sahara Ave., Suite 420

Las Vegas, NV 89102



CLERK OF THE COURT

Affidavit of Publication

STATE OF NEVADA }
COUNTY OF CLARK } SS

I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Sep 16, 2015
Sep 23, 2015
Sep 30, 2015
Oct 07, 2015
Oct 14, 2015

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Oct 14, 2015



Rosalie Qualls

DISTRICT COURT
CLARK COUNTY, NEVADA
Case No. A 719913 Dept. No. VIII
RJRN Holdings LLC, Plaintiff,

Vs. EDNA A. ALLAS; ALEX BALAGOT; ROWENA A. BALAGOT; JPMORGAN CHASE BANK N.A.; METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A.; YORK VILLAGE COMMUNITY ASSOCIATION; and DOES 1 through 10, inclusive; ROE CORPORATIONS 1 through 10, inclusive, Defendant,
SUMMONS

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW TO THE DEFENDANT(S): ALEX BALAGOT A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint. Object of Action: This is an Amended Complaint for Declaratory Relief/Quiet Title Pursuant to NRS 30.010, et. Seq. and NRS 116 et. Seq., Preliminary and Permanent Injunction, Slander to Title. 1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following: a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee. b. Serve a copy of your response upon the attorney whose name and address is shown below. 2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint. 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time. 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this summons within which to file an answer or other responsive pleading to the complaint. STEVEN D. GRIERSON, CLERK OF THE COURT, CLERK OF COURT, s/ VIVIAN A. CANELA, Deputy Clerk, Date JUN 16 2015, County Court House, 200 Lewis Avenue, Las Vegas, Nevada 89155, Issued at the direction of LAW OFFICE OF MIKE BEEDE, By: Michael Beede, Esq., 2300 W. Sahara Ave., #420, Las Vegas, NV 89101, 702-474-8406, Attorney for Plaintiff.
Published in Nevada Legal News
September 16, 23, 30, October 7, 14, 2015

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LAW OFFICE OF MICHAEL BEEDE
2300 W. SAHARA AVE. #420
LAS VEGAS, NV 89102

APP0118