**SUPREME COURT OF THE STATE OF NEVADA**

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| SATICOY BAY, LLC SERIES 34 INNISBROOK,<br><br>Appellant,<br><br>vs.<br><br>THORNBURG MORTGAGE SECURITIES TRUST 2007-3, FRANK TIMPA; MADELINE TIMPA; TIMPA TRUST; RED ROCK FINANCIAL SERVICES, LLC; SPANISH TRAIL MASTER ASSOCIATION ; REPUBLIC SERVICES; AND LAS VEGAS VALLEY WATER DISTRICT,<br><br>Respondents. | Supreme Court Case No.: 80111<br><br>District Court Case No. A-14-710161-C |



From the Eighth Judicial District Court
The Honorable Gloria Sturman

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# RESPONDENT SPANISH TRAIL MASTER ASSOCIATION'S ANSWERING BRIEF

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Sean L. Anderson
Nevada Bar No. 7259
Ryan D. Hastings
Nevada Bar No. 12394
LEACH KERN GRUCHOW ANDERSON SONG
2525 Box Canyon Drive
Las Vegas, Nevada 89128
Phone: (702) 538-9074
*Attorneys for Respondent*

## NRAP 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(1), and must be disclosed:

Southern Terrace Homeowners' Association ("Association") has no parent company and is not publicly traded. There is no publicly traded company that owns more than 10% of the stock of Association.

The attorneys who have appeared on behalf of Respondent in this Court and in district court are:

Sean L. Anderson (NV Bar No. 7259)
Ryan D. Hastings (NV Bar No. 12394)
Leach Kern Gruchow Anderson Song
2525 Box Canyon Drive
Las Vegas, Nevada 89128
*Attorneys for Respondent*

These representations are made in order that the judges of this Court may evaluate possible disqualification or recusal.

DATED this 15th day of April 2021.

**LEACH KERN GRUCHOW ANDERSON SONG**

***/s/ Ryan D. Hastings***
Sean L. Anderson
Nevada Bar No. 7259
Ryan D. Hastings
Nevada Bar No. 12394
2525 Box Canyon Drive
Las Vegas, Nevada 89128
*Attorneys for Respondent Spanish Trails Master Association*

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## JURISDICTIONAL STATEMENT

As set forth in the Association's Renewed Motion to Dismiss Appeal, this Court does not have jurisdiction to entertain the appeal of the district court's Findings of Fact, Conclusions of Law, and Order ("FFCL") filed on December 3, 2018. In denying the Association's Renewed Motion to Dismiss, this Court incorrectly assumed the district court's September 11, 2019 order disposing of an interpleader claim was the final judgment in the underlying matter. This Court cited *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) which defined a final judgment as one "that disposes of the issues presented in the case, determines the costs, and leaves nothing for the future consideration of the court." However, as set forth in the Renewed Motion, the district court's December 3, 2018 FFCL was the final judgment in this case because it resolved all claims brought in the case, including the interpleader claim.[1]

While it is true that the district court inappropriately reopened the case[2] over five (5) months after entering the FFCL, to determine what should be done with excess proceeds being held from the underlying foreclosure sale, the proper procedure would have been to require Red Rock to file a new interpleader lawsuit. Regardless of the district court's error in reopening the case, the district court did

[1] FFCL resolved "all remaining claims not specifically mentioned."

[2] As set forth in the Association's Renewed Motion to Dismiss, the district court reopened the case in response to Saticoy's "motion to reopen statistically closed case" which is not a motion recognized by the Nevada Rules of Civil Procedure.

not extend the deadline for Saticoy to appeal its November 30, 2018 FFCL nor could it have done so under the rules. *Southworth v. Eighth Judicial Dist. Court*, 134 Nev. 149, 414 P.3d 311 (2018) ("exercising such discretionary authority is inappropriate in the context of appeal time limits"); *Walker v. Scully*, 99 Nev. 45, 46, 657 P.2d 94, 94 (1983) (a district court lacks authority to extend the 30-day period to file a notice of appeal set forth by the Nevada Rules of Appellate Procedure).

Nevada Rules of Appellate Procedure ("NRAP") 4(a)(1) mandates that a party must file its notice of appeal no later than 30 days after the date that written notice of entry of the judgment or order appealed from is served. Here, the district court entered its FFCL dismissing all claims on November 30, 2018. Notice of entry the November 30, 2018 FFCL was filed on December 3, 2018 and notice of the same was served upon all parties on December 5, 2018. Pursuant to NRAP 4(a)(1) if Saticoy, or any other party in this case, wanted to appeal the FFCL, it was required to do so by January 4, 2019.

The Association does not dispute this Court's jurisdiction to consider Saticoy's appeal of the district court's September 11, 2019 and November 19, 2019 orders related to the distribution of excess proceeds from the foreclosure sale. However, to the extent jurisdiction exists, this appeal should be limited to those orders.

## STATEMENT OF CASE AND RELEVANT FACTS

This action emanates from the Association's foreclosure of a delinquent assessment lien against the property located at 34 Innisbrook Ave., Las Vegas, NV 89113; APN: 163-28-614-00 (the "Property") on November 7, 2014. On November 20, 2014 Saticoy Bay LLC ("Saticoy") filed a complaint against Thornburg Mortgage Securities Trust ("Bank") seeking to quiet title in the Property. (JA0001-0004). According to the Complaint, Saticoy was the successful bidder at the foreclosure sale, taking title to the Property by way of a foreclosure deed. *Id*.

On February 10, 2017, Saticoy filed its Third Amended Complaint. (JA0139-0144). Saticoy did not ask the Court to set aside the foreclosure sale in its Third Amended Complaint but asked that its money be refunded in the event the Court did not find that the Bank's first deed of trust was extinguished. (JA0142). Additionally, Saticoy asked for the Court to find that the Association was unjustly enriched in the amount of Saticoy's bid, again, in the event the Court did not find that the Bank's deed was extinguished. (JA0143). On May 30, 2017, the Bank filed its Answer to Third Amended Complaint and Counterclaim ("Counterclaim") wherein the Bank brought several causes of action against the Association alleging violations of Nevada law with respect to the actions leading up to the Association's foreclosure sale. (JA0156-0166). Specifically, the Bank brought the following

claims against the Association: wrongful foreclosure, negligence, negligence per se, breach of contract, misrepresentation, unjust enrichment, and breach of covenant of fair dealing. *Id*.

On August 9, 2017, the Association filed a motion to dismiss the Bank's counterclaims. (**SER001-SER018**). On October 9, 2017, the district court granted in part and denied in part the Association's Motion dismissing the Bank's claims for quiet title/declaratory relief, negligence per se, breach of contract, and breach of covenant of good faith and fair dealing. (**SER019-SER023**).

In May 2018 the Bank, Saticoy and the Association each filed motions for summary judgment. (JA0278-JA1358). On November 30, 2018 the district court signed its findings of fact, conclusions of law and order ("FFCL"). (JA1719-1728). The FFCL was filed on December 3, 2018 and notice of entry of the FFCL was filed on December 5, 2018. *Id*. In the FFCL, the district court declared that Saticoy took title to the Property subject to the Bank's deed of trust. *Id*. The district court also dismissed with prejudice "all remaining claims not specifically mentioned, including all claims in Thornburg's counterclaim and crossclaims and Saticoy's complaint." *Id*.

On May 10, 2019, Saticoy filed a motion to reinstate statistically closed case arguing that Saticoy, Timpa Trust and Red Rock remained parties to an interpleader action that needed to be resolved by the Court. (**SER024-SER112**).

On June 19, 2019, the district court granted Saticoy's motion to reinstate for the limited purpose of addressing the interpleader of surplus funds remaining from the sale of the Property. (**SER113-SER117**).

On June 25, 2019 Timpa Trust filed a motion for summary judgment arguing that it was entitled to the surplus funds remaining from the sale of the Property. (JA1752-1849). On August 20, 2019, the Court granted Timpa Trust's motion finding that the Timpa Trust was entitled to the surplus funds from the sale of the Property. (JA2050-2057).

On September 24, 2019 Saticoy filed a motion for reconsideration. (JA2069-2090). On October 29, 2019, the district court denied Saticoy's motion for reconsideration. (JA2225-2227). On November 19, 2019 Saticoy filed its notice of appeal in which it attempts to appeal orders entered on November 18, 2019, September 11, 2019 and December 3, 2018. (JA2233-2235). On December 2, 2019, this case was referred to settlement program pursuant to Nevada Rule of Appellate Procedure ("NRAP") 16(a).

On August 3, 2020 the Bank and Saticoy filed a stipulation in which Saticoy waived its appeal as to the district courts finding that the Bank's deed survived the HOA foreclosure sale and the Bank vacated its motion to dismiss the appeal. (**SER118-SER120**)

## STANDARDS OF REVIEW

This Court reviews summary judgment orders *de novo*. *Univ. of Nev., Reno v. Stacey*, 116 Nev. 428, 431, 997 P.2d 812, 814 (2000). An order denying a motion for reconsideration is reviewable for abuse of discretion. *AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 588, 245 P.3d 1190, 1196 (2010). Statutory interpretation is an issue of law that this Court reviews *de novo*. *Washoe Medical Center v. Second Judicial Dist. Court of State of Nev. ex rel. County of Washoe*, 122 Nev. 1298, 1302, 148 P.3d 790, 792-93 (2006). "When a statute is clear on its face, we will not look beyond the statute's plain language." *Id.* at 793.

## ARGUMENTS

### A. The District Court Did Not Err In Denying Saticoy's Motion for Reconsideration.

Saticoy argues that the district court erred when it refused to reconsider its prior decisions in light of the *Bank of Am., N.A. v. Thomas Jessup, LLC Series VII*, 135 Nev. 42, 43, 435 P.3d 1217, 1218 (2019)("*Jessup 1*") decision. *See* Opening Brief at 16. For the following reasons, Saticoy is wrong.

#### 1. Saticoy fails to even argue the correct standard.

An order denying a motion for reconsideration "is reviewable for abuse of discretion." *Shanks v. First 100, LLC*, 134 Nev. 1010 (Nev. App. 2018)(citing *AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 588, 245 P.3d 1190, 1196 (2010)). Saticoy fails to even argue that the district court abused its discretion

when it denied Saticoy's motion for reconsideration. Instead, Saticoy simply argues that the Court erred by failing to consider a footnote found in *Jessup 1* when it ultimately ruled on the Bank and Saticoy's competing claims to quiet title. *See* Opening Brief at 17-26. Because Saticoy failed to even apply the correct standard to its analysis, it cannot prevail on this appeal and the district court should be affirmed.

**2. Saticoy fails to demonstrate that the district court based its decision on a clearly erroneous factual determination or disregarded controlling law.**

"An abuse of discretion can occur when the district court bases its decision on a clearly erroneous factual determination or it disregards controlling law." *MB Am., Inc. v. Alaska Pac. Leasing*, 132 Nev. 78, 88, 367 P.3d 1286, 1292 (2016)(*citing NOLM, LLC v. Cty. Of Clark*, 120 Nev. 736, 739, 100 P.3d 658, 660-61 (2004)). Saticoy does not argue that the district court based its decision to deny Saticoy's motion for reconsideration on an erroneous factual determination. However, Saticoy does appear to argue that the district court should have reconsidered its 2018 FFCL based upon *Jessup 1*. *See* Opening Brief at 16. Unfortunately for Saticoy, *Jessup 1* was not, and is not, controlling law. Because Saticoy failed to demonstrate that the district court's decision was based on clearly erroneous facts or disregarded controlling law, it has not met its burden of demonstrating that the district court abused its discretion in denying its motion for

reconsideration.

## B. *Jessup 1* Did Not Leave a Question Open as to Whether Saticoy Could Have Set Aside the Association's Foreclosure Sale.

Even had Saticoy attempted to argue that the evidence in this case met the correct standard for reversing the district court's decision, it severely mischaracterizes the meaning and impact of *Jessup 1* on this case. Simply put, the thrust of Saticoy's entire appeal is based on the incorrect belief that *Jessup 1* somehow could have authorized the district court to set aside the Association's foreclosure sale. As set forth in more detail below, *Jessup 1* was never controlling authority, no longer even exists, and does not provide any guidance to a court evaluating whether to set aside an HOA foreclosure sale.

### 1. *Jessup 1* no longer exists and cannot be relied upon by Saticoy.

*Jessup 1* was filed on March 7, 2019. The Opening Brief cites footnote 5 of *Jessup 1* as the authority for its belief that the district court incorrectly refused Saticoy the opportunity to evaluate the equities in this case. *See* Opening Brief at 17. Saticoy's argument ignores the fact that *Jessup 1*, including footnote 5, no longer exists. On May 7, 2020, this Court issued *Bank of Am., N.A. v. Thomas Jessup, LLC Series VII*, 462 P.3d 255 (Nev. 2020)("*Jessup 2*") in which this Court noted that it granted respondent Thomas Jessup, LLC's petition for en banc reconsideration, vacating *Jessup 1*, and issuing *Jessup 2* in its place. *Id*. at *1. Importantly, neither footnote 5 nor anything resembling footnote 5 is found within

*Jessup 2*. Because *Jessup 1* and its footnote 5 were vacated and replaced, Saticoy cannot rely on the same and has failed to provide any authority to support its argument that the district court erred or abused its discretion in this case.

**2. Neither *Jessup 1* or *Jessup 2* have anything to do with setting aside an HOA foreclosure sale.**

Even if *Jessup 1* had not been vacated, footnote 5 does not support Saticoy's ultimate argument. In footnote 5, the Court, in explaining why it does not need to address some of the other arguments made by the litigants, mentions in dicta that neither the Bank nor the Purchaser in that case "expressed" whether the desired remedy was to have the sale set aside or have the Purchaser take title to the property subject to the first deed of trust. *Jessup 1*, 135 Nev. 42, 47, 435 P.3d 1217, 1221 (2019). Simply noting the fact that neither party identified whether they wanted to set aside the foreclosure sale while explaining why no discussion of other claims/arguments was necessary in that case is not equal to "leaving the question open as to whether Saticoy could set aside a foreclosure sale."

**3. This Court's decision in *Shadow Canyon* demonstrates that setting aside the foreclosure sale was never an available remedy in this case.**

In focusing its analysis on the nonexistent, inapplicable decision in *Jessup 1*, Saticoy ignores controlling authority regarding setting aside foreclosure sales. In *Nationstar Mortg., LLC v. Saticoy Bay LLC Series 2227 Shadow Canyon*, 133 Nev. 740, 752, 405 P.3d 641, 650 (2017) ("*Shadow Canyon*") this Court held that an

HOA foreclosure sale could only be set aside in equity when there are "irregularities in the sales process" which "rise to the level of fraud, unfairness, or oppression." *Id*. As set forth below, the "misrepresentation" complained of by Saticoy is not an "irregularity in the sales process" nor is it fraudulent, unfair, or oppressive.

In its Third Amended Complaint, Saticoy alleges that the Association failed to disclose that the Bank made a "super-priority tender of the lien," and that failing to make such a disclosure constituted a "misrepresentation." (JA0142).

NRS 116.31162 through NRS 116.31168 details the procedures with which an HOA must comply to initiate and complete a foreclosure on its lien. Absent from NRS 116.31162 through NRS 116.31168 is any requirement to disclose "super priority tenders" prior to a foreclosure sale. State foreclosure statutes should not be second guessed or usurped, otherwise "every piece of realty purchased at foreclosure" would be challenged and title would be clouded in contravention of the very policies underlying non-judicial foreclosure sales. *BFP v. Resolution Trust Company*, 511 U.S. 531, 539-40, 544, 144 S.Ct. 1757, 128 L.Ed.2d 556 (1994); *Golden v. Tomiyasu*, 79 Nev. 503, 387 P.2d 989, 997 (1969). Nevada has followed this same line, *i.e. Charmicor Inc. v. Bradshaw Finance Co*., 550 P.2d 413, 92 Nev. 310 (1976) (Court did not abuse its discretion in denying an injunction of the foreclosure procedure under the theory that non-judicial

foreclosure sales violate the principles of due process and equal protection).

The Association was simply not required under the law to disclose the existence, or not, of an alleged communication between an assigned beneficiary of a deed of trust and a debt collector. Nor was the Association required to notify potential buyers, like Saticoy, of this information. This should represent an end to this inquiry and Appellant's efforts to impose additional "duties" or "obligations" upon the Association that are not contemplated by statute should be rejected by this Court.

Moreover, there is no Nevada authority creating a separate common law duty to announce at the foreclosure sale that an attempt was made to submit a payment towards the Association's lien prior to the foreclosure sale. An HOA non-judicial foreclosure sale is a creature of statute. NRS Chapter 116 contains a comprehensive statutory scheme regulating non-judicial foreclosures. *See generally* NRS 116.3116-31168. The scope and nature of the Association's duties are exclusively defined by these governing statutes.

Finally, in *Noonan v. Bayview Loan Servicing, LLC*, 438 P.3d 335 (Nev. 2019) this Court analyzed whether an HOA foreclosure trustee was required to disclose if tender of the super priority portion of an HOA lien had been made prior to the sale. Specifically, this Court affirmed the lower court's award of summary judgment in favor of a collection company holding that "[s]ummary judgment was

appropriate on the negligent misrepresentation claim because Hampton neither made an affirmative false statement nor omitted a material fact it was bound to disclose." *Id*. (*citing Halcrow, Inc. v. Eighth Judicial Dist. Court*, 129 Nev. 394, 400, 302 P.3d 1148, 1153 (2013) (providing the elements for a negligent misrepresentation claim); *Nelson v. Heer*, 123 Nev. 217, 225, 163 P.3d 420, 426 (2007) ("[T]he suppression or omission of a material fact which a party is bound in good faith to disclose is equivalent to a false representation."(internal quotation marks omitted)). Compare NRS 116.31162(1)(b)(3)(II)(2017) (requiring an HOA to disclose if tender of the super priority portion of the lien has been made), with NRS 116.31162 (2013) (not requiring any such disclosure).

Since *Noonan*, this Court has rejected on numerous occasions Appellant's allegations that the Association had a duty to disclose attempted partial payments of the Association's lien. *See Mann St. Tr. v. Elsinore Homeowners Ass'n*, 466 P.3d 540 (Nev. 2020); *Saticoy Bay, LLC Series 8320 Bermuda Beach v. South Shores Community Association*, No. 80165, 2020 WL 6130913, at *1 (Nev. Oct. 16, 2020); *Saticoy Bay LLC 6408 Hillside Brook v. Mountain Gate Homeowners' Association*, No. 80134, 2020 WL 6129970, at *1 (Nev. Oct. 16, 2020); *Saticoy Bay, LLC, Series 8920 El Diablo v. Silverstone Ranch Cmty. Ass'n*, No. 80039, 2020 WL 6129887, at *1 (Nev. Oct. 16, 2020); *Saticoy Bay, LLC, Series 3123 Inlet Bay v. Genevieve Court Homeowners Ass'n, Inc*., No. 80135, 2020 WL 6130912, at

*1 (Nev. Oct. 16, 2020); *LN Management LLC Series 4980 Droubay v. Squire Village at Silver Springs Community Association*, No. 79035, 2020 WL 6131470, at *1 (Nev. Oct. 16, 2020); *Cypress Manor Drive Trust v. The Foothills at Macdonald Ranch Master Association*, No. 78849, 2020 WL 6131467, at *1 (Nev. Oct. 16, 2020); *Tangiers Drive Trust v. The Foothills at Macdonald Ranch Master Association*, No. 78564, 2020 WL 6131435, at *1 (Nev. Oct. 16, 2020); *Saticoy Bay LLC, Series 11339 Colinward v. Travata and Montage*, No. 80162, 2020 WL 6129987, at *1 (Nev. Oct. 16, 2020).

### C. Saticoy Cannot Pursue an Appeal Related to Unwinding the Foreclosure Sale on Equity Grounds.

Saticoy should be judicially estopped from arguing on appeal that the district court committed error in failing to allow Saticoy to pursue setting aside the foreclosure sale in this case because Saticoy specifically argued against such a remedy in its summary judgment briefing before the district court.

"The primary purpose of judicial estoppel is to protect the judiciary's integrity, and a court may invoke the doctrine at its discretion." *NOLM, LLC v. Cty. of Clark*, 120 Nev. 736, 743, 100 P.3d 658, 663 (2004). Judicial estoppel applies when the following five criteria are met:

> "(1) the same party has taken two positions; (2) the positions were taken in judicial or quasi-judicial administrative proceedings; **469 (3) the party was successful in asserting the first position (i.e., the tribunal adopted the position or accepted it as true); (4) the two

> positions are totally inconsistent; and (5) the first position was not taken as a result of ignorance, fraud, or mistake."

*Marcuse v. Del Webb Communities, Inc*., 123 Nev. 278, 287, 163 P.3d 462, 468–69 (2007).

At the summary judgment stage in this case, Saticoy specifically noted this Court's decision in *Nationstar Mortg., LLC v. Saticoy Bay LLC Series 2227 Shadow Canyon*, 133 Nev. 740, 741, 405 P.3d 641, 643 (2017) ("Shadow Canyon") arguing that there was no evidence in this case that would support setting aside the foreclosure sale on equitable grounds. (JA0292-0293). Saticoy's attempt to now appeal the decision of the district court by arguing that the court should have allowed Saticoy to pursue a remedy it specifically objected to at summary judgment clearly meets all of the criteria set forth in *Marcuse*.

Saticoy has clearly taken two positions on whether the HOA sale can be set aside which are directly opposite of each other. Before the district court, Saticoy argued there was no evidence to support setting aside the foreclosure sale on equitable grounds. (JA0292-0293). Now, Saticoy is arguing that the district court erred by not allowing Saticoy to pursue setting aside the foreclosure sale as a remedy. Both these positions were taken in judicial proceedings and Saticoy was successful in arguing that the sale could not be set aside as the district court did not grant the Bank that remedy in the 2018 FFCL. There can be no argument that Saticoy's position at summary judgment was a result of ignorance as counsel for

Saticoy has represented Saticoy and others in hundreds of cases dealing with HOA foreclosure sales over the past several years and has frequently briefed both state district courts and federal courts as to the applicability of this Court's decision in *Shadow Canyon*.

Importantly, it is irrelevant that Saticoy originally pleaded in the alternative that the Court could/should set aside the foreclosure sale under certain circumstances. Saticoy was permitted to plead alternative claims. However, Saticoy cannot argue at summary judgment that setting aside the foreclosure sale was not an available remedy in this case only to reverse course on appeal and claim that the district court erred by failing to allow Saticoy the opportunity to pursue setting aside the sale.

**D. Saticoy Agreed to Dismiss It's Claims Against the Association In the FFCL.**

Saticoy argues that its claims against the Association and Red Rock were "inexplicably" dismissed by the district court in the FFCL. *See* Opening Brief at 22. Saticoy's argument is incredibly disingenuous. As set forth below, Saticoy voluntarily dismissed its claims against the Association and Red Rock in order to expedite the appeal it never ended up filing on the decision of the district court declaring that the Bank's deed of trust survived the foreclosure sale.

On November 12, 2018, Bank's counsel Thera Cooper emailed all counsel, including counsel for Saticoy, providing a proposed FFCL granting the Bank

summary judgement. (**SER121-SER128**). In addition to making specific findings regarding the court's decision to grant the Bank summary judgment and declare that Saticoy took title to the Property subject to the Bank's deed of trust, the proposed FFCL included the following prominent provision: "**IT IS FURTHER ORDERED, ADJUDGED, and DECREED** that all remaining claims not specifically mentioned, including all claims in Thornburg's counterclaim and crossclaims and Saticoy's complaint, are dismissed with prejudice." *Id*. Upon reviewing this language, which clearly resolved Saticoy's claims against the Association and Red Rock, Counsel for the Association responded to counsel for all parties writing "I'm fine with this, but need to hear from [Saticoy's counsel] regarding whether he wants to resolve his claims against Red Rock and the Association with this order so it can be appealed." (**SER129-SER130**). Roughly thirty minutes later, counsel for Saticoy responded to the email from Bank's counsel with an email attaching his wet signature to the FFCL. (**SER131-138**).

As set forth above, Saticoy's argument that the district court "inexplicably" dismissed its claims against the Association and Red Rock is completely disingenuous. Saticoy clearly and voluntarily chose to dismiss its claims by way of the FFCL. Because Saticoy clearly and voluntarily chose to dismiss its claims against the Association and Red Rock, it cannot now argue on appeal that the district court erred.

## CONCLUSION

For the reasons set forth above, the lower court's order and judgment concerning the Association should be affirmed.

DATED this 15th day of April 2021.

**LEACH KERN GRUCHOW ANDERSON SONG**

***/s/ Ryan D. Hastings***
Sean L. Anderson
Nevada Bar No. 7259
Ryan D. Hastings
Nevada Bar No. 12394
2525 Box Canyon Drive
Las Vegas, Nevada 89128
*Attorneys for Respondent Spanish Trails Master Association*

## ATTORNEY CERTIFICATE

I certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because this brief has been prepared in a proportionally spaced typeface using 14 point, double-spaced Times New Roman font.

I further certify that this brief complies with the page-or type-volume limitations of NRAP 32(a)(7) because, excluding the pages of the brief exempted by NRAP 32(a)(7)(C), it is proportionately spaced, has a typeface of 14 points or more and contains 5,319 words.

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

I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

DATED this 15th day of April 2021.

**LEACH KERN GRUCHOW ANDERSON SONG**

***/s/ Ryan D. Hastings***
Sean L. Anderson
Nevada Bar No. 7259
Ryan D. Hastings
Nevada Bar No. 12394
2525 Box Canyon Drive
Las Vegas, Nevada 89128
*Attorneys for Respondent Spanish Trails Master Association*

## CERTIFICATE OF SERVICE

I hereby certify that on this date, April 15, 2021, I submitted the foregoing **RESPONDENT SPANISH TRAIL MASTER ASSOCIATION'S ANSWERING BRIEF** for filing and service through the Court's eFlex electronic filing service. According to the system, electronic notification will be automatically sent to the following:

| | |
|---|---|
| Roger P. Croteau<br>Timothy E. Rhoda<br>Roger P. Croteau & Associates, Ltd.<br>2810 W. Charleston Blvd., Suite 75<br>Las Vegas, NV 89102 | David R. Koch<br>Daniel G. Scow<br>Steven B. Scow<br>Brody R. Wight<br>Koch & Scow, LLC<br>11500 S. Eastern Ave., Suite 210<br>Henderson, NV 89052 |
| Travis D. Akin<br>The Law Office of Travis Akin<br>8275 S. Eastern Ave., Suite 200<br>Las Vegas, NV 89123 | Drew J. Starbuck<br>Donald H. Williams<br>Williams Starbuck<br>612 10th St.<br>Las Vegas, NV 89101 |
| Thera A. Cooper<br>Melanie D. Morgan<br>Ariel E. Stern<br>Akerman LLP<br>1635 Village Center Circle, Suite 200<br>Las Vegas, NV 89134 | Bryan Naddafi<br>Elena Nutenko<br>Avalon Legal Group LLC<br>9480 S. Eastern Ave., Suite 257<br>Las Vegas, NV 89123 |

***/s/ Yalonda Dekle***
An Employee of LEACH KERN GRUCHOW ANDERSON SONG