

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

TRUDI LEE LYTLE; and JOHN ALLEN  
LYTLE, as trustees of the Lytle Trust,

Appellants,

vs.

SEPTEMBER TRUST, DATED MARCH 23,  
1972; GERRY R. ZOBRIST AND JOLIN G.  
ZOBRIST, as trustees of the GERRY R.  
ZOBRIST AND JOLIN G. ZOBRIST FAMILY  
TRUST; RAYNALDO G. SANDOVAL AND  
JULIE MARIE SANDOVAL GEGEN, as  
Trustees of the RAYNALDO G. AND  
EVELYN A. SANDOVAL JOINT LIVING  
AND DEVOLUTION TRUST DATED MAY  
27, 1992; DENNIS A. GEGEN AND JULIE S.  
GEGEN, husband and wife, as joint  
tenants; ROBERT Z. DISMAN; and  
YVONNE A. DISMAN,

Respondents.

No 81390

Electronically Filed  
Aug 05 2020 06:02 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**DOCKETING STATEMENT  
CIVIL APPEALS**

**GENERAL INFORMATION**

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

**WARNING**

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 26 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See KDI Sylvan Pools v. Workman*, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District County Eighth Department 16  
County Clark Judge Timothy C. Williams  
District Ct. Case No. A-16-747800-C, consolidated with A-17-765372-C

**2. Attorney filing this docketing statement:**

Attorney Joel D. Henriod, Daniel F. Polsenberg, and Dan R. Waite

Telephone 702-949-8200

Firm LEWIS ROCA ROTHGERBER CHRISTIE LLP

Address 3993 Howard Hughes Parkway, Suite 600  
Las Vegas, Nevada 89169

Client(s) Trudi Lee Lytle and John Allen Lytle, as trustees of the Lytle Trust

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

Attorney Kevin B. Christensen and Wesley J. Smith Telephone 702-255-1718

Firm CHRISTENSEN JAMES & MARTIN

Address 7440 W. Sahara Avenue  
Las Vegas, Nevada 89117

Client(s) September Trust, dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist, as trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust, Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust dated May 27, 1992, and Dennis A. Gegen and Julie S. Gegen, husband and wife, as joint tenants

Attorney Christina H. Wang Telephone 702-667-3000

Firm FIDELITY NATIONAL LAW GROUP

Address 8363 W. Sunset Road, Suite 120  
Las Vegas, Nevada 89113

Client(s) Robert Z. Disman and Yvonne A. Disman

(List additional counsel on separate sheet if necessary)

**4. Nature of disposition below (check all that apply):**

- |   |   |
|---|---|
| <input type="checkbox"/> Judgment after bench trial         | <input type="checkbox"/> Dismissal:   |
| <input type="checkbox"/> Judgment after jury verdict        | <input type="checkbox"/> Lack of jurisdiction   |
| <input type="checkbox"/> Summary judgment                   | <input type="checkbox"/> Failure to state a claim                                     |
| <input type="checkbox"/> Default judgment                   | <input type="checkbox"/> Failure to prosecute   |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief  | <input type="checkbox"/> Other (specify)  |
| <input type="checkbox"/> Grant/Denial of injunction         | <input type="checkbox"/> Divorce Decree:  |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original   |
| <input type="checkbox"/> Review of agency determination     | <input type="checkbox"/> Modification   |
|   | <input checked="" type="checkbox"/> Other disposition (specify):<br>Order of contempt |

**5. Does this appeal raise issues concerning any of the following? No.**

- ☐ Child Custody  
☐ Venue  
☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

*Lytle v. Boulden*, Case No. 73039

*Lytle v. September Trust*, Dated March 23, 1972, Case No. 76198

*Lytle v. September Trust*, Dated March 23, 1972, Case No. 77007

*Lytle v. Disman*, Case No. 79753

*Lytle v. Boulden*, Case No. 79776

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

*September Trust v. Lytle Trust*, Eighth Judicial District Court Case No. A-17-765372-C, consolidated with Case No. A-16-747800-C on March 2, 2018.

*Lytle v. Rosemere Estates Property Owners' Association*, Eighth Judicial District Court Case No. A-18-775843-C.

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

In other lawsuits, the defendant Lytle Trust obtained three judgments (totaling approx. \$1.8 million) against the judgment-debtor Rosemere Estate Property Owners Association (“Association”). The Lytle Trust is a member of the Association. This action stems from a dispute over the validity and legal effect of abstracts of judgments the Lytle Trust recorded against certain residential property owned by other Association members. The district court (Judge T. Williams) granted summary judgment in favor of plaintiffs and entered a permanent injunction against the Lytle Trust precluding action to enforce their judgments directly against the other Association members (the “May 2018 order”). The Association was not a party of the May 2018 order.

Separately, the Lytle Trust later filed an action in the district court (assigned to Judge J. Kishner) for the appointment of a receiver over the judgment-debtor Association (“Receiver Action”). Judge Kishner appointed a Receiver over the Association and empowered the Receiver to, *inter alia*, take action to satisfy its judgment liability to the Lytle Trust. The other Association homeowners, who were not parties to the Receiver Action, filed a motion in the underlying action with

Judge Williams seeking to hold the Lytle Trust in contempt for violating the May 2018 order by seeking the appointment of a Receiver.

The Lytle Trust appealed from the post-judgment order holding it in contempt for purportedly violating the May 2018 order by seeking the appointment of a receiver, and awarding penalties and expenses to the September Trust, the Zobrist Trust, the Sandoval Trust, the Gegens, and the Dismans on June 22, 2020. The Lytle Trust amended its notice of appeal to include the order denying its motion for clarification.

**9. Issues on appeal.** State specifically all issues in this appeal (attach separate sheets as necessary):

Whether the district court erred in determining that the initiation of a receivership action by the judgment-creditor Lytle Trust against the judgment-debtor property owners association ("Association"), constituted contempt of a prior May 2018 order, which had permanently enjoined the Lytle Trust from recording or enforcing its judgments directly against the other Association property owners or their residences.

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

N/A.

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues? N/A

- ☐ Reversal of well-settled Nevada precedent (identify the case(s))
- ☐ An issue arising under the United States and/or Nevada Constitutions
- ☐ A substantial issue of first impression
- ☐ An issue of public policy
- ☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
- ☐ A ballot question

**13. Assignment to the Court of Appeals or Retention in the Supreme Court.**

Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

This matter is presumptively assigned to the Court of Appeals under NRAP 17(b)(7), but appellants contend that the Supreme Court should retain the case due to its familiarity with the issues and the related cases that have been before it.

**14. Trial.** If this action proceeded to trial, how many days did the trial last?

N/A

Was it a bench or jury trial? N/A

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

No.

#### **TIMELINESS OF NOTICE OF APPEAL**

**16. Date of entry of written judgment or order appealed from** 5/22/20  
(Exhibit A); 7/15/20 (Exhibit B)

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

**17. Date written notice of entry of judgment or order was served 5/22/20 (Exhibit A) 7/15/20 (Exhibit B)**

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)**

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing N/A

☐ NRCP 52(b) Date of filing N/A

☐ NRCP 59 Date of filing N/A

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. \_\_, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion

(c) Date written notice of entry of order resolving tolling motion was served

Was service by: N/A

☐ Delivery

☐ Mail/Electronic/Fax

**19. Date notice of appeal filed 6/22/20 (Exhibit C); amended July 31, 2020 Exhibit D)**

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

N/A

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

The time limit for filing the notice of appeal from a special post-judgment motion is governed by NRAP 4(a)(1).

**SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

- (a) ☐ NRAP 3A(b)(1) ☐ NRS 38.205  
☐ NRAP 3A(b)(2) ☐ NRS 233B.150  
☐ NRAP 3A(b)(3) ☐ NRS 703.376  
☒ Other (specify) NRAP 3A(b)(8)
- (b) Explain how each authority provides a basis for appeal from the judgment or order:

This appeal is from a post-judgment order finding appellants in contempt and awarding penalties, attorneys' fees and costs pursuant NRAP 3A(b)(8).

**22. List all parties involved in the action or consolidated actions in the district court:**

- (a) Parties:

Marjorie B. Boulden, trustee of the Marjorie B. Boulden Trust  
Linda Lamothe and Jacques Lamothe, trustees of the Jacques & Linda Lamothe Living Trust  
Trudi Lee Lytle and John Allen Lytle, as trustees of The Lytle Trust  
September Trust, Dated March 23, 1972  
Gerry R. Zobrist and Jolin G. Zobrist, as trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust  
Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust Dated May 27, 1992  
Dennis A. Gegen and Julie S. Gegen  
Robert Z. Disman  
Yvonne A. Disman



- (b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, e.g., formally dismissed, not served, or other:

Plaintiffs Marjorie B. Boulden, trustee of the Marjorie B. Boulden Trust, and Linda Lamothe and Jacques Lamothe, trustees of the Jacques & Linda Lamothe Living Trust would be listed as respondents, but they filed a “Withdrawal of Joinder on Plaintiffs September Trust, et al.’s Motion for an Order to Show Cause Why the Lytle Trust Should Not be Held in Contempt for Violation of Court Orders” on May 14, 2020 as a result of a settlement agreement reached with the Lytle Trust. (Exhibit E.)

The claims involving Robert Z. Disman and Yvonne A. Disman were dismissed on January 14, 2019 (Exhibit F).

The claims involving the September Trust, Dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist, as trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust, Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust Dated May 27, 1992, and Dennis A. Gegen and Julie S. Gegen were resolved by summary judgment on May 24, 2018 (Exhibit G).

**23. Give a brief description (3 to 5 words) of each party’s separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

Plaintiffs Marjorie B. Boulden, trustee of the Marjorie B. Boulden Trust and Linda Lamothe and Jacques Lamothe, trustees of the Jacques & Linda Lamothe Living Trust filed their “Second Amended Complaint” in case no. A-16-747800-C on July 25, 2017 (Exhibit H). Defendants Trudi Lee Lytle, Johan Allen Lytle, and the Lytle Trust filed their “Answer to Plaintiffs’ Second Amended Complaint and Counterclaim” on August 11, 2017 (Exhibit I). Robert Z. Disman and Yvonne A. Disman’s filed their “Answer and Crossclaim” on September 26, 2017 (Exhibit J).

Plaintiffs’ claims for quiet title and declaratory relief are resolved with the July 25, 2017 “Order Granting Motion to Alter or Amend Findings of Fact and Conclusions of Law” (Exhibit K). The counter- and crossclaims involving Robert Z. Disman and Yvonne A. Disman were resolved with the January 14, 2019 “Stipulation and Order to Dismiss All Remaining Claims Without Prejudice” (Exhibit F).

Plaintiffs the September Trust, Dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist, as trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust, Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and

Devolution Trust Dated May 27, 1992, and Dennis A. Gegen and Julie S. Gegen filed their “Complaint” in case no. A-17-765372-C on November 30, 2017 (Exhibit L). Those claims were resolved with the May 24, 2018 “Order Granting Motion for Summary Judgment or, in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary Judgment” (Exhibit G).

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☒ Yes

☐ No

The order appealed from is an independently appealable order holding the Lytle Trust in contempt and awarding penalties, fees, and costs. NRAP 3A(b)(8). Thus, the finality of the underlying judgment may be irrelevant for purposes of appellate jurisdiction.

**25. If you answered “No” to question 24, complete the following: N/A**

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCPP 54(b)?

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCPP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

**26. If you answered “No” to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)): N/A**

**27. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

## VERIFICATION

**I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.**

Trudi Lee Lytle and John Allen Lytle,  
as Trustees of the Lytle Trust  
Name of appellants

Joel D. Henriod  
Name of counsel of record

August 5, 2020  
Date

/s/ Joel D. Henriod  
Signature of counsel of record

Clark County, Nevada  
State and county where signed

## CERTIFICATE OF SERVICE

I hereby certify that this “Docketing Statement” was filed electronically with the Nevada Supreme Court on the 5th day of August, 2020. Electronic service of the foregoing “Docketing Statement” shall be made in accordance with the Master Service List as follows:

KEVIN B. CHRISTENSEN  
WESLEY J. SMITH  
CHRISTENSEN JAMES & MARTIN  
7440 W. Sahara Avenue  
Las Vegas, Nevada 89117  
[KBC@CJMLV.com](mailto:KBC@CJMLV.com)  
[Wes@CJMLV.com](mailto:Wes@CJMLV.com)

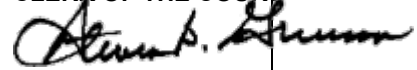
Christina H. Wang  
FIDELITY NATIONAL LAW GROUP  
8363 W. Sunset Road, Suite 120  
Las Vegas, Nevada 89113  
[Christina.Wang@FNF.com](mailto:Christina.Wang@FNF.com)

*Attorneys for Respondents Robert  
Z. Disman and Yvonne A. Disman*

*Attorneys for Respondents September  
Trust, dated March 23, 1972, Gerry R.  
Zobrist and Jolin G. Zobrist, as trustees  
of the Gerry R. Zobrist and Jolin G.  
Zobrist Family Trust, Raynaldo G.  
Sandoval and Julie Marie Sandoval  
Gegen, as trustees of the Raynaldo G.  
and Evelyn A. Sandoval Joint Living  
and Devolution Trust dated May 27,  
1992, and Dennis A. Gegen and Julie S.  
Gegen, husband and wife, as joint  
tenants*

/s/ Jessie M. Helm  
An Employee of Lewis Roca Rothgerber Christie LLP

EXHIBIT A TO  
DOCKETING  
STATEMENT



NEOJ  
CHRISTENSEN JAMES & MARTIN  
KEVIN B. CHRISTENSEN, ESQ.  
Nevada Bar No. 175  
WESLEY J. SMITH, ESQ.  
Nevada Bar No. 11871  
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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust,  
and Dennis & Julie Gegen*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

MARJORIE B. BOULDEN, TRUSTEE OF  
THE MARJORIE B. BOULDEN TRUST, *et*  
*al.*,

Plaintiffs,

vs.

TRUDI LEE LYTLE, *et al.*,

Defendants.

Case No.: A-16-747800-C  
Dept. No.: XVI

**NOTICE OF ENTRY OF ORDER  
GRANTING PLAINTIFFS'  
MOTION FOR ORDER TO SHOW  
CAUSE WHY THE LYTLE TRUST  
SHOULD NOT BE HELD IN  
CONTEMPT FOR VIOLATION OF  
COURT ORDERS**

SEPTEMBER TRUST, DATED MARCH 23,  
1972, *et al.*,

Plaintiffs,

vs.

TRUDI LEE LYTLE AND JOHN ALLEN  
LYTLE, AS TRUSTEES OF THE LYTLE  
TRUST, *et al.*,

Defendants.

Case No.: A-17-765372-C  
Dept. No.: XVI

CONSOLIDATED

NOTICE IS HEREBY GIVEN, that an Order Granting Plaintiffs' Motion for Order to  
Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of Court Orders

1 was entered in the above-captioned matter on May 22, 2020. A copy of the Order is attached  
2 hereto.

3 DATED this 22nd day of May 2020.

CHRISTENSEN JAMES & MARTIN

4  
5 By: /s/ Wesley J. Smith  
6 Wesley J. Smith, Esq.  
7 Nevada Bar No. 11871  
8 *Attorneys for September Trust, Zobrist*  
9 *Trust, Sandoval Trust and Gegen*  
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**CERTIFICATE OF SERVICE**

I am an employee of Christensen James & Martin. On May 22, 2020, I caused a true and correct copy of the foregoing Notice of Entry of Order Granting Plaintiffs' Motion for Order to Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of Court Orders, to be served in the following manner:

☒ **ELECTRONIC SERVICE**: electronic transmission (E-Service) through the Court's electronic filing system pursuant to Rule 8.05 of the Rules of Practice for the Eighth Judicial District Court of the State of Nevada.

Liz Gould (liz@foleyoakes.com)  
Daniel Foley (Dan@foleyoakes.com)  
Maren Foley (maren@foleyoakes.com)  
Jennifer Martinez (jennifer.martinez@fnf.com)  
Christina Wang (christina.wang@fnf.com)  
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Daniel F. Polsenberg (DPolsenberg@LRRC.com)  
Dan R. Waite (DWaite@LRRC.com)

☐ **UNITED STATES MAIL**: depositing a true and correct copy of the above-referenced document into the United States Mail with prepaid first-class postage, addressed to the parties at their last-known mailing address(es):

☐ **FACSIMILE**: By sending the above-referenced document via facsimile as follows:

☐ **E-MAIL**: electronic transmission by email to the following address(es):

/s/ Natalie Saville  
Natalie Saville

1 **ORDR**

2 **CHRISTENSEN JAMES & MARTIN**

3 KEVIN B. CHRISTENSEN, ESQ.

Nevada Bar No. 175

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Nevada Bar No. 11871

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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust  
and Dennis & Julie Gegen*

9 **EIGHTH JUDICIAL DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 MARJORIE B. BOULDEN, TRUSTEE OF  
12 THE MARJORIE B. BOULDEN TRUST,  
13 LINDA LAMOTHE AND JACQUES  
14 LAMOTHE, TRUSTEES OF THE  
15 JACQUES & LINDA LAMOTHE LIVING  
16 TRUST,

17 Plaintiffs,

18 vs.

19 TRUDI LEE LYTLE, JOHN ALLEN  
20 LYTLE, THE LYTLE TRUST, DOES I  
21 through X, and ROE CORPORATIONS I  
22 through X,

23 Defendants.

Case No.: A-16-747800-C

Dept. No.: XVI

**ORDER GRANTING PLAINTIFFS'  
MOTION FOR ORDER TO SHOW  
CAUSE WHY THE LYTLE TRUST  
SHOULD NOT BE HELD IN  
CONTEMPT FOR VIOLATION OF  
COURT ORDERS**

Date: April 22, 2020

Time: 9:00 a.m.

24 SEPTEMBER TRUST, DATED MARCH 23,  
25 1972; GERRY R. ZOBRIST AND JOLIN G.  
26 ZOBRIST, AS TRUSTEES OF THE GERRY  
27 R. ZOBRIST AND JOLIN G. ZOBRIST  
28 FAMILY TRUST; RAYNALDO G.  
SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C

Dept. No.: XVI

CONSOLIDATED

1 DEVOLUTION TRUST DATED MAY 27,  
2 1992; and DENNIS A. GEGEN AND JULIE  
3 S. GEGEN, HUSBAND AND WIFE, AS  
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN  
8 LYTLE, AS TRUSTEES OF THE LYTLE  
9 TRUST; JOHN DOES I through V; and ROE  
10 ENTITIES I through V, inclusive,

11 Defendants.

12 Presently before the Court is Plaintiffs' Motion for Order to Show Cause Why the Lytle Trust  
13 Should Not Be Held in Contempt for Violation of Court Orders ("Motion") filed by the September Trust,  
14 dated March 23, 1972 ("September Trust"), Gerry R. Zobrist and Jolin G. Zobrist, as Trustees of the  
15 Gerry R. Zobrist and Jolin G. Zobrist Family Trust ("Zobrist Trust"), Raynaldo G. Sandoval and Julie  
16 Marie Sandoval Gegen, as Trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and  
17 Devolution Trust dated May 27, 1992 ("Sandoval Trust"), and Dennis A. Gegen and Julie S. Gegen,  
18 Husband and Wife, as Joint Tenants ("Dennis & Julie Gegen") (collectively the "Plaintiffs"), the Joinders  
19 filed by Marjorie B. Boulden, Trustee of the Marjorie B. Boulden Trust, amended and restated dated July  
20 17, 1996 ("Boulden Trust") and Linda Lamothe and Jacques Lamothe, Trustees of the Jacques and Linda  
21 Lamothe Living Trust ("Lamothe Trust") and Robert Z. Dismann and Yvonne A. Dismann (the "Dismans"),  
22 and the Opposition and Reply thereto, which came on for hearing on April 22, 2020 at 9:00 a.m. in  
23 Department XVI of the Eighth Judicial District Court, Clark County, Nevada.

24 Wesley J. Smith, Esq. of Christensen James & Martin, Chtd. appeared on behalf of the Plaintiffs.  
25 Daniel T. Foley, Esq. of Foley & Oakes, PC appeared on behalf of the Boulden Trust and Lamothe Trust.  
26 Christina H. Wang, Esq. of Fidelity National Law Group appeared on behalf of the Dismans. Dan R.  
27 Waite, Esq. of Lewis Roca Rothgerber Christie LLP and Richard Haskin, Esq. of Gibbs Giden Locher  
28 Turner Senet & Wittbrodt LLP appeared on behalf of Trudi Lee Lytle and John Allen Lytle, as Trustees  
of the Lytle Trust ("Lytle Trust"). Patricia Lee, Esq. of Hutchison & Steffen was present on behalf of  
Kevin Singer, court appointed Receiver over the Rosemere Estates Property Owners Association

1 (“Association”), in Case No. A-18-775843-C, *Trudi Lee Lytle et al. v. Rosemere Estates Property*  
2 *Owners’ Association* (“Receivership Action”).

3 The Court having considered the Motion, Joinders, Opposition, and Reply, together with the  
4 Exhibits thereto, having heard the arguments of counsel, and with good cause appearing therefore, the  
5 Court hereby grants the Motion and Joinders and enters the following Findings of Fact, Conclusions of  
6 Law, and Order:

7 **FINDINGS OF FACT**

8 1. On April 26, 2017, this Court entered its Findings of Fact, Conclusions of Law, and Order  
9 Granting the Boulden Trust and Lamothe Trust’s Motion for Partial Summary Judgment (“April 2017  
10 Order”) against the Lytle Trust. On the Lytle Trust’s Motion for Reconsideration or, in the alternative,  
11 Motion to Alter or Amend Judgment, on July 27, 2017, this Court entered its Order Granting Motion to  
12 Alter or Amend Findings of Fact and Conclusions of Law (“July 2017 Order”) in favor of the Boulden  
13 Trust and the Lamothe Trust on their Motion for Partial Summary Judgment.<sup>1</sup> The July 2017 Order is  
14 hereby incorporated by reference.

15 2. In the July 2017 Order, the Court concluded, in part, that: the Association is a “limited  
16 purpose association” as referenced in NRS 116.1201(2); as a limited purpose association, NRS 116.3117  
17 is not applicable to the Association; as a result of the Rosemere Litigation I (referred to in the July 2017  
18 Order as the Rosemere LPA Litigation) between the Lytle Trust and the Association, the Amended  
19 CC&Rs at issue were judicially declared to have been improperly adopted and recorded, were invalid,  
20 have no force and effect, and were declared *void ab initio*; the Boulden Trust and Lamothe Trust were  
21 not parties to the Rosemere Litigation I; the Boulden Trust and Lamothe Trust were not “losing parties”  
22 in the Rosemere Litigation I per Section 25 of the Original CC&Rs; the Final Judgment in the Rosemere  
23 Litigation I against the Association in favor of the Lytle Trust is not against, and is not an obligation of,  
24  
25

26 <sup>1</sup> The April 2017 Order included an order that the Lytle Trust had slandered title. The Court  
27 subsequently determined that it had not made findings of fact or conclusions of law on this issue and  
28 amended accordingly by entering the July 2017 Order without any order on the slander of title claim.  
The slander of title claim was later dismissed by stipulation between the parties. *See* Notice of Entry of  
Stipulation and Order to Dismiss All Remaining Claims Without Prejudice filed on January 14, 2019.

1 the Boulden Trust and Lamothe Trust; and the Final Judgment against the Association in the Rosemere  
2 Litigation I is not an obligation or debt owed by the Boulden Trust and Lamothe Trust.

3 3. The July 2017 Order also included the following permanent injunction at page 7:

4 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants  
5 are permanently enjoined from recording and enforcing the Final Judgment from the Rosemere  
6 LPA Litigation or any abstracts related thereto against the Boulden Property or the Lamothe  
7 Property.

8 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants  
9 are permanently enjoined from taking any action in the future against the Plaintiffs or their  
10 properties based upon the Rosemere LPA Litigation.

11 4. The Court ordered the Lytle Trust to expunge the Abstracts of Judgment that it had  
12 recorded against properties owned by the Boulden Trust and Lamothe Trust. The Lytle Trust released  
13 the Abstracts of Judgment, but immediately recorded two *lis pendens* against the Boulden Trust and  
14 Lamothe Trust properties. Thereafter, the Lytle Trust refused to voluntarily expunge the *lis pendens* and  
15 the Boulden Trust and Lamothe Trust were forced to file a Motion to Expunge *Lis Pendens*. This Court  
16 summarily granted the Motion on June 23, 2017 and the *lis pendens* were ordered stricken, but the Lytle  
17 Trust was not held in contempt.

18 5. The Lytle Trust appealed the July 2017 Order and the Nevada Supreme Court issued an  
19 Order of Affirmance on December 4, 2018 in Case No. 73039, *Trudi Lee Lytle v. Marjorie B. Boulden*  
20 (“First Order of Affirmance”).<sup>2</sup>

21 6. After entry of the July 2017 Order, the September Trust, Zobrist Trust, Sandoval Trust,  
22 and Gegens, which also own property within the Rosemere Subdivision, approached the Lytle Trust and  
23 requested that it release the Abstracts of Judgment recorded against their properties as well. After the  
24 Lytle Trust refused to release the Abstracts of Judgment as to their properties, the September Trust,  
25 Zobrist Trust, Sandoval Trust, and Gegens filed a Complaint against the Lytle Trust in Case No. A-17-  
26 765372-C, which was consolidated with this Case (Case No. A-16-747900-C) on February 21, 2018.

27 <sup>2</sup> The Boulden Trust sold its property to the Dismans on August 4, 2017. This Court subsequently held,  
28 in an Order entered on or about December 26, 2018, that the July 2017 Order likewise applied to the  
Rosemere Litigation II Judgment, which the Lytle Trust sought to enforce against the Lamothe Trust  
and the Dismans’ and their properties after entry of the July 2017 Order.

1           7.     On May 24, 2018, this Court entered its Order Granting Motion for Summary Judgment  
2 or, in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary  
3 Judgment (“May 2018 Order”) in favor of the September Trust, Zobrist Trust, Sandoval Trust, and  
4 Gegens and against the Lytle Trust. The May 2018 Order is hereby incorporated by reference.

5           8.     In the May 2018 Order, the Court concluded, in part, that: the Association is a “limited  
6 purpose association” as referenced in NRS 116.1201(2); as a limited purpose association, NRS 116.3117,  
7 the statute upon which the Lytle Trust relied to record the Abstracts of Judgment, is not applicable to the  
8 Association; as a result of the Rosemere Litigation I between the Lytle Trust and the Association, the  
9 Amended CC&Rs at issue were judicially declared to have been improperly adopted and recorded, were  
10 invalid, have no force and effect, and were declared *void ab initio*; the September Trust, Zobrist Trust,  
11 Sandoval Trust, and Gegens were not parties to the Rosemere Litigation I, Rosemere Litigation II, or  
12 Rosemere Litigation III; the September Trust, Zobrist Trust, Sandoval Trust, and Gegens were not  
13 “losing parties” in the Rosemere Litigation I, Rosemere Litigation II, or Rosemere Litigation III per  
14 Section 25 of the Original CC&Rs; the Judgments issued in the Rosemere Litigation I, Rosemere  
15 Litigation II, or Rosemere Litigation III (collectively the “Rosemere Judgments”) against the Association  
16 in favor of the Lytle Trust are not against, and are not an obligation of, the September Trust, Zobrist  
17 Trust, Sandoval Trust, or Gegens to the Lytle Trust; and the Rosemere Judgments against the Association  
18 are not an obligation or debt owed by the September Trust, Zobrist Trust, Sandoval Trust, or Gegens to  
19 the Lytle Trust.

20           9.     The May 2018 Order, at page 10, lines 10-19, contained the following permanent  
21 injunction:

22           IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust  
23 is permanently enjoined from recording and enforcing the Judgments obtained from the  
24 Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other  
judgments obtained against the Association, against the September Property, Zobrist Property,  
Sandoval Property or Gegen Property.

25           IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust  
26 is permanently enjoined from taking any action in the future directly against the Plaintiffs or  
27 their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere  
28 Litigation III.

10. On June 19, 2018, the Lytle Trust appealed the May 2018 Order to the Nevada Supreme Court, Case No. 76198, *Trudi Lee Lytle v. September Trust, Dated March 23, 1972*. This appeal was consolidated with the Lytle Trust's subsequent appeal of an award of attorney's fees and costs in favor of the September Trust, Zobrist Trust, Sandoval Trust, and Gegens under NRS 18.010(2)(b), Case No. 77007. The Supreme Court entered its Order of Affirmance affirming the May 2018 Order and subsequent fees order on March 2, 2020 ("Second Order of Affirmance").

11. On June 8, 2018, the Lytle Trust filed a new action, Case No. A-18-775843-C, *Trudi Lee Lytle et al. v. Rosemere Estates Property Owners' Association* ("Receivership Action"), asserting claims against the Association for (a) Declaratory Judgment, and (b) Breach of Contract/Easement Agreement. The prayer for relief in the Receivership Action sought:

a. an Order declaring that the Association must continue to operate as required by the CC&Rs and Chapters 82 and 116 of the Nevada Revised Statutes, which includes, but is not limited to: 1) maintaining the landscaping in the exterior wall planters; 2) maintaining the exterior perimeter and frontage; 3) maintaining the entrance gate; 4) maintaining the private drive and sewer system; 5) ensuring that homeowners are paying their assessments; 6) seeking collection activity against any homeowners that have failed to pay their assessments; 7) paying known creditors of the Association; 8) specially assessing the homeowners to ensure that enough proceeds exist within the HOA funds to pay all known creditors assessing; and 9) any other activity required under Nevada law.

b. specific performance requiring the Association to comply with the CC&Rs, as well as other Nevada law, with respect to the Association's maintenance and day-to-day activities;

c. injunctive relief preventing the Association from violating the terms of the CC&RS, as well as other Nevada law, moving forward;

d. appointment of a receiver to handle the maintenance obligations and day-to-day activities, including the financial activities regarding assessments and creditors, until a duly constituted board may be instituted and power transitioned thereto; and

1 e. reasonable attorneys' fees, costs of suit and litigation, and such other and further  
2 relief as the Court deems just and proper

3 12. The Complaint in the Receivership Action alleges that the Association is not functioning,  
4 that the common elements of the community are not being maintained, and that "the Association has not  
5 paid known creditors of the Association, which includes, but is not limited to, the annual dues to the  
6 Nevada Secretary of State or the Nevada Department of Real Estate or the Lytles, which hold multiple  
7 judgments against the Association." Complaint at ¶ 21.

8 13. In a Renewed Application for Appointment of Receiver filed by the Lytle Trust on October  
9 24, 2019 ("Application") in the Receivership Action, the Lytle Trust asserts that one reason for a Receiver  
10 over the Association was due to the Association's refusal to pay the Rosemere Judgments, including its  
11 refusal to assess Association members, including the Plaintiffs, so the Association could pay the  
12 Rosemere Judgments. Application at 3:2-4, 5:17-18 ("Additional grounds exist because the Association  
13 is refusing to pay and refusing to assess Association members related to various monetary judgments  
14 awarded to the Lytles against the Association"), 13:19-28 ("A receiver may be appointed...[a]fter  
15 judgment, to carry the judgment into effect" (quoting NRS 32.010(3))), 14:1-2, 16-28 ("the Lytle Trust  
16 obtained judgments against the Association and a Receiver is needed to carry those judgments into  
17 effect"), 15:20-25 ("the Association has a duty...to pay its debts, including the Judgments obtained by  
18 the Lytle Trust"), 16:17-22 ("the Association is without any governing body to assess the homeowners  
19 and pay the judgments").

20 14. The Lytle Trust disclosed to the judge in the Receivership Action (the "Receivership  
21 Court") that the Amended CC&Rs had been judicially declared *void ab initio* and of no force or effect.  
22 *Id.* at 8:11-12 (the District "Court determined that the Amended CC&Rs were not properly adopted or  
23 recorded, that the Amended CC&Rs are invalid, and that the Amended CC&Rs have no force or effect");  
24 8 at n.3 ("Note, Rosemere 2 Litigation commenced more than six years *before* the Court in Rosemere 1  
25 Litigation ruled that the Amended CC&Rs were invalid.") (emphasis in original); 9:13-17 ("In granting  
26 the Lytle Trust's Motion for Attorneys' Fees, the district court in the Rosemere 1 and Rosemere 2  
27 Litigations . . . held that the Lytle Trust could recover attorneys' fees under the Amended CC&Rs because  
28



1 that document, while declared *void ab initio* by the district court, was in effect and enforced by the  
2 Association against the Lytle Trust at all times during the underlying litigation.”).

3 15. However, The Lytle Trust further argued in the Application that the Amended CC&Rs  
4 provide authority for a receiver to make special assessments on the Plaintiffs’ and other owners’  
5 properties to collect funds to pay the Rosemere Judgments. *Id.* at 11:4-28, 13:1-17, 17:1-9. The Lytle  
6 Trust’s Application included a section heading in its Statement of Fact section titled “The Amended  
7 CC&Rs Grant the Association Authority to Assess Each Unit for Payment of Judgments Against the  
8 Association.” *Id.* at 11:4-5. The Lytle Trust also represented that “the District Court already ruled that  
9 the Association is liable for attorneys’ fees, costs and damages pursuant to the Amended CC&Rs, which  
10 provide the Association with the ability to specially assess each property (unit) for the costs of the  
11 judgments. Amended CC&Rs ¶ 10.11, Exhibit 16.” *Id.* at 17:6-9.

12 16. The Lytle Trust did not inform the Receivership Court about this Case, the July 2017 Order,  
13 May 2018 Order, or the Orders of Affirmance.<sup>3</sup> The Lytle Trust did not inform the Receivership Court  
14 that this Court had issued permanent injunctions against the Lytle Trust relating to enforcement of the  
15 Rosemere Judgments against the Plaintiffs, the Boulden Trust, the Lamothe Trust, the Dismans, or their  
16 properties.

17 17. On December 18, 2019, based on the Lytle Trust’s Application, the Receivership Court  
18 entered an Order Appointing a Receiver of Defendant Rosemere Property Owners Association (“Order  
19 Appointing Receiver”). The Order Appointing Receiver, drafted by the Lytle Trust, directs the Receiver  
20 to “[i]ssue and collect a special assessment upon all owners within the Association to satisfy the Lytle  
21 Trust’s judgments against the Association.” Order Appointing Receiver at 2:19-20. It further empowers  
22 the Receiver with “the authority to assess all Association unit owners to pay for any operation costs or  
23 to pay for judgments against the Association. If an Association member does not pay an assessment then  
24 the Receiver may proceed to foreclose on said member’s ownership interest in the property.” *Id.* at 6:4-  
25 7.

26  
27 <sup>3</sup> The Court notes that the Second Order of Affirmance was issued after entry of the Order Appointing  
28 Receiver and the Lytle Trust could not have informed the Receivership Court of it prior to entry of the  
Order Appointing Receiver.

18. On or around January 22, 2020, the Plaintiffs and the Dismans<sup>4</sup> each received a letter from Kevin Singer of Receivership Specialists regarding the appointment of Mr. Singer as the Receiver in the Receivership Action (“Receiver Letter”). In the Receiver Letter, Mr. Singer states that “[t]he appointment of the receivership is predicated on judgments against the HOA in the approximate amount of \$1,481,822 by the Lytle family (“the Plaintiff”).... These judgments need to be paid and the Court agreed with the Plaintiff by appointing a Receiver to facilitate the satisfying of the judgments.... We would like to meet with title holding members of the HOA...[to] share three ideas we have to pay these judgments.”

19. On January 29, 2020, counsel for Plaintiffs sent a letter to the Receiver, with a copy to counsel for the Lytle Trust, notifying the Receiver that the Orders and Permanent Injunctions issued in this Case prevent further effort to collect the Rosemere Judgments from the Plaintiffs or other property owners. The Plaintiffs expressed their belief this effort to assess the property owners to pay the Rosemere Judgments violated this Court’s Orders and demanded that the Receiver cease and desist.

20. On March 4, 2020, the Plaintiffs filed the instant Motion informing the Court about the Lytle Trust’s actions and seeking sanctions for violation of this Court’s May 2018 Order. The Boulden Trust and Lamothe Trust filed a Joinder to the Motion on March 5, 2020.<sup>5</sup> The Dismans filed a Joinder to the Motion on March 6, 2020.

21. The Association has never been a party to this Case.

### **CONCLUSIONS OF LAW**

1. This case has a history, such as the filing of the *lis pendens* against the Boulden Trust and Lamothe Trust properties after the Court had ordered the expungement of the Abstracts of Judgment and continued enforcement of the Abstracts of Judgment against the September Trust, Zobrist Trust, Sandoval Trust, and Gegens’ properties after entry of the July 2017 Order, that demonstrates that the Lytle Trust does not respect this Court’s Orders.

---

<sup>4</sup> At the time, the Boulden Trust and Lamothe Trust no longer held title to any property within the Rosemere Subdivision, having sold their properties on August 4, 2017, and May 1, 2019, respectively.

<sup>5</sup> After the hearing on the Motion but prior to entry of this Order, the Boulden Trust and the Lamothe Trust withdrew their Joinders pursuant to a settlement with the Lytle Trust. Therefore, the Boulden Trust and Lamothe Trust are no longer considered movants for purposes of the relief granted herein.

2. This Court has inherent power to enforce its decrees, orders and judgments. A party is required to adhere to court orders, even disagreeable or erroneous orders, until terminated or overturned.

3. The proper course of action if a party disagrees with a Court order is to appeal.

4. The May 2018 Order must be obeyed by the Lytle Trust.

5. Each paragraph, each finding of fact, and each conclusion of law in the May 2018 Order must be given its plain meaning, and each paragraph of that Order's permanent injunction must be obeyed by the Lytle Trust.

6. As a result of the Findings of Fact and Conclusions of Law in the May 2018 Order, there were specific orders which are not mutually exclusive. Each issue ordered by the Court should be given its meaning, and they are not in conflict.

7. The Court's factual determinations and conclusions of law culminated with the permanent injunction language starting at Page 10, Line 10 of the May 2018 Order, which stated:

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from recording and enforcing the Judgments obtained from the Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other judgments obtained against the Association, against the September Property, Zobrist Property, Sandoval Property or Gegen Property.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from taking any action in the future directly against the Plaintiffs or their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere Litigation III.

8. These paragraphs are not mutually exclusive and each must be obeyed by the Lytle Trust.

9. The Findings of Fact, Conclusions of Law, and Orders contained in the May 2018 Order, including the permanent injunctions, are clear, specific and unambiguous as to what the parties could and could not do in this case. Further, the terms of the permanent injunction are specific and definite so that the Lytle Trust could readily know exactly what duties or obligations were imposed on it.

10. The May 2018 Order's permanent injunction clearly precluded the Lytle Trust from doing anything as it relates to enforcing and recording the Rosemere Judgments against the Plaintiffs and Dismans or their properties.

11. Indeed, the Lytle Trust has no judgment creditor rights to try to collect the Rosemere Judgments from the Plaintiffs or Dismans in any way, shape, or form.

12. The Plaintiffs have demonstrated by clear and convincing evidence that the Lytle Trust violated the clear and specific terms of the permanent injunction found in the May 2018 Order when it initiated an action against the Association that included a prayer for appointment of a receiver, applied for appointment of a receiver, and argued that the Association, through the Receiver, could make special assessments on the Plaintiffs' and other property owners for the purpose of paying the Rosemere Judgments, all while failing to inform the Receivership Court of this Case, this Court's Orders, or that the Lytle Trust had been enjoined from enforcing the Rosemere Judgments against the Plaintiffs, the Boulden Trust, the Lamothe Trust, and the Dismans, or their properties.

13. The Lytle Trust's actions, as stated in the Findings of Fact and set forth herein, directly and indirectly violated the May 2018 Order.

14. Any references to the power of assessment exercised by the Association, or the Receiver on behalf of the Association, against the individual homeowners for payment of the Rosemere Judgments in the Order Appointing Receiver, as advocated for and drafted by the Lytle Trust, directly and indirectly violates the May 2018 Order.

15. The Lytle Trust has failed to show why it was unable to comply with the May 2018 Order.

16. The Lytle Trust has failed to demonstrate how its actions did not violate the clear and specific terms of the May 2018 Order.

17. A party may be held in contempt of court for disobedience or resistance to any lawful order issued by the court. NRS 22.010(3)

18. "[I]f a person is found guilty of contempt, a fine may be imposed on the person not exceeding \$500 or the person may be imprisoned not exceeding 25 days, or both." NRS 22.100(2).

19. In addition, the court may award "reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt." NRS 22.100(3).

### **ORDER**

Based upon the Findings of Fact and Conclusions of Law above, and good cause appearing therefore,

1           **IT IS HEREBY ORDERED ADJUDGED AND DECREED** that Plaintiffs' Motion for Order  
2 to Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of Court Orders, as  
3 well as the Joinders thereto filed by the Boulden Trust, the Lamothe Trust, and the Dismans, are  
4 GRANTED.

5           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
6 violated the May 2018 Order.

7           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
8 is in contempt of the May 2018 Order.

9           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
10 shall pay a \$500 penalty to each movant for violation of the May 2018 Order; specifically, \$500 payable  
11 to the September Trust, \$500 payable to the Zobrist Trust, \$500 payable to the Sandoval Trust, \$500  
12 payable to the Gegens, and \$500 payable to the Dismans.

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1           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the September  
2 Trust, Zobrist Trust, Sandoval Trust, Gegens, and Dismans, may file applications for their reasonable  
3 expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt.  
4 The Court will consider such applications on the merits.

5           **IT IS SO ORDERED.**

6           Dated this 22 day of May, 2020.

7   
8 DISTRICT COURT JUDGE CG

9           **Submitted by:**

10          **CHRISTENSEN JAMES & MARTIN**

11          /s/ Wesley J. Smith

12          Wesley J. Smith, Esq.  
13          Nevada Bar No. 11871  
14          Laura J. Wolff, Esq.  
15          Nevada Bar No. 6869  
16          7440 W. Sahara Ave.  
17          Las Vegas, NV 89117  
18          Attorneys for Plaintiffs September Trust,  
19          Zobrist Trust, Sandoval Trust, and  
20          Dennis & Julie Gegen

**Approved as to Form and Content by:**

**FIDELITY NATIONAL LAW GROUP**

/s/ Christina H. Wang

          CHRISTINA H. WANG, ESQ.  
          Nevada Bar No. 9713  
          8363 W. Sunset Road, Suite 120  
          Las Vegas, Nevada 89113  
          Attorneys for Robert & Yvonne Disman

16          **Reviewed by Not Approved by:**

17          **LEWIS ROCA ROTHBERGER CHRISTIE**  
18          **LLP**

19          Reviewed But Not Approved

20          DAN R. WAITE, ESQ.  
21          Nevada Bar 4078  
22          3993 Howard Hughes Parkway, Suite 600  
23          Las Vegas, Nevada 89169  
24          Attorneys for Lytle Trust

**RE: Case No. A-16-747800-C - Boulden v. Lytle - ORDR - Proposed Order Granting Plaintiffs' Motion for Order to Show Cause**

Wang, Christina <Christina.Wang@fnf.com>

Mon 5/18/2020 9:52 AM

To: Wesley Smith <wes@cjmlv.com>

Cc: Engelman, Lace <Lace.Engelman@fnf.com>

Approved – thanks.

Christina H. Wang

Litigation Counsel

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**PLEASE NOTE THAT OUR OFFICE HAS MOVED TO THE ABOVE ADDRESS.**

*The Law Division of Alamo Title Insurance, Chicago Title Insurance Co., Commonwealth Land Title Insurance Co., Fidelity National Title Insurance Co., and Fidelity National Title Group, Inc.*

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---

**From:** Wesley Smith <wes@cjmlv.com>

**Sent:** Monday, May 18, 2020 9:45 AM

**To:** Wang, Christina <Christina.Wang@fnf.com>

**Cc:** Engelman, Lace <Lace.Engelman@fnf.com>

**Subject:** Re: Case No. A-16-747800-C - Boulden v. Lytle - ORDR - Proposed Order Granting Plaintiffs' Motion for Order to Show Cause

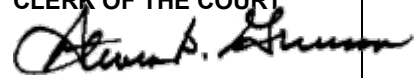
**IMPORTANT NOTICE** - This message sourced from an external mail server outside of the Company.

Christina,

Per our discussion, can you please approve this version which adds the date to footnote 2?

Wes Smith

Christensen James & Martin



**ORDR**  
**CHRISTENSEN JAMES & MARTIN**  
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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust  
and Dennis & Julie Gegen*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

TRUDI LEE LYTLE, JOHN ALLEN  
LYTLE, THE LYTLE TRUST, DOES I  
through X, and ROE CORPORATIONS I  
through X,

Defendants.

Case No.: A-16-747800-C  
Dept. No.: XVI

**ORDER GRANTING PLAINTIFFS'  
MOTION FOR ORDER TO SHOW  
CAUSE WHY THE LYTLE TRUST  
SHOULD NOT BE HELD IN  
CONTEMPT FOR VIOLATION OF  
COURT ORDERS**

Date: April 22, 2020  
Time: 9:00 a.m.

SEPTEMBER TRUST, DATED MARCH 23,  
1972; GERRY R. ZOBRIST AND JOLIN G.  
ZOBRIST, AS TRUSTEES OF THE GERRY  
R. ZOBRIST AND JOLIN G. ZOBRIST  
FAMILY TRUST; RAYNALDO G.  
SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C  
Dept. No.: XVI

CONSOLIDATED



1 DEVOLUTION TRUST DATED MAY 27,  
2 1992; and DENNIS A. GEGEN AND JULIE  
3 S. GEGEN, HUSBAND AND WIFE, AS  
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN  
8 LYTLE, AS TRUSTEES OF THE LYTLE  
9 TRUST; JOHN DOES I through V; and ROE  
10 ENTITIES I through V, inclusive,

11 Defendants.

12 Presently before the Court is Plaintiffs' Motion for Order to Show Cause Why the Lytle Trust  
13 Should Not Be Held in Contempt for Violation of Court Orders ("Motion") filed by the September Trust,  
14 dated March 23, 1972 ("September Trust"), Gerry R. Zobrist and Jolin G. Zobrist, as Trustees of the  
15 Gerry R. Zobrist and Jolin G. Zobrist Family Trust ("Zobrist Trust"), Raynaldo G. Sandoval and Julie  
16 Marie Sandoval Gegen, as Trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and  
17 Devolution Trust dated May 27, 1992 ("Sandoval Trust"), and Dennis A. Gegen and Julie S. Gegen,  
18 Husband and Wife, as Joint Tenants ("Dennis & Julie Gegen") (collectively the "Plaintiffs"), the Joinders  
19 filed by Marjorie B. Boulden, Trustee of the Marjorie B. Boulden Trust, amended and restated dated July  
20 17, 1996 ("Boulden Trust") and Linda Lamothe and Jacques Lamothe, Trustees of the Jacques and Linda  
21 Lamothe Living Trust ("Lamothe Trust") and Robert Z. Disman and Yvonne A. Disman (the "Dismans"),  
22 and the Opposition and Reply thereto, which came on for hearing on April 22, 2020 at 9:00 a.m. in  
23 Department XVI of the Eighth Judicial District Court, Clark County, Nevada.

24 Wesley J. Smith, Esq. of Christensen James & Martin, Chtd. appeared on behalf of the Plaintiffs.  
25 Daniel T. Foley, Esq. of Foley & Oakes, PC appeared on behalf of the Boulden Trust and Lamothe Trust.  
26 Christina H. Wang, Esq. of Fidelity National Law Group appeared on behalf of the Dismans. Dan R.  
27 Waite, Esq. of Lewis Roca Rothgerber Christie LLP and Richard Haskin, Esq. of Gibbs Giden Locher  
28 Turner Senet & Wittbrodt LLP appeared on behalf of Trudi Lee Lytle and John Allen Lytle, as Trustees  
of the Lytle Trust ("Lytle Trust"). Patricia Lee, Esq. of Hutchison & Steffen was present on behalf of  
Kevin Singer, court appointed Receiver over the Rosemere Estates Property Owners Association

1 (“Association”), in Case No. A-18-775843-C, *Trudi Lee Lytle et al. v. Rosemere Estates Property*  
2 *Owners’ Association* (“Receivership Action”).

3 The Court having considered the Motion, Joinders, Opposition, and Reply, together with the  
4 Exhibits thereto, having heard the arguments of counsel, and with good cause appearing therefore, the  
5 Court hereby grants the Motion and Joinders and enters the following Findings of Fact, Conclusions of  
6 Law, and Order:

7 **FINDINGS OF FACT**

8 1. On April 26, 2017, this Court entered its Findings of Fact, Conclusions of Law, and Order  
9 Granting the Boulden Trust and Lamothe Trust’s Motion for Partial Summary Judgment (“April 2017  
10 Order”) against the Lytle Trust. On the Lytle Trust’s Motion for Reconsideration or, in the alternative,  
11 Motion to Alter or Amend Judgment, on July 27, 2017, this Court entered its Order Granting Motion to  
12 Alter or Amend Findings of Fact and Conclusions of Law (“July 2017 Order”) in favor of the Boulden  
13 Trust and the Lamothe Trust on their Motion for Partial Summary Judgment.<sup>1</sup> The July 2017 Order is  
14 hereby incorporated by reference.

15 2. In the July 2017 Order, the Court concluded, in part, that: the Association is a “limited  
16 purpose association” as referenced in NRS 116.1201(2); as a limited purpose association, NRS 116.3117  
17 is not applicable to the Association; as a result of the Rosemere Litigation I (referred to in the July 2017  
18 Order as the Rosemere LPA Litigation) between the Lytle Trust and the Association, the Amended  
19 CC&Rs at issue were judicially declared to have been improperly adopted and recorded, were invalid,  
20 have no force and effect, and were declared *void ab initio*; the Boulden Trust and Lamothe Trust were  
21 not parties to the Rosemere Litigation I; the Boulden Trust and Lamothe Trust were not “losing parties”  
22 in the Rosemere Litigation I per Section 25 of the Original CC&Rs; the Final Judgment in the Rosemere  
23 Litigation I against the Association in favor of the Lytle Trust is not against, and is not an obligation of,  
24  
25

26 <sup>1</sup> The April 2017 Order included an order that the Lytle Trust had slandered title. The Court  
27 subsequently determined that it had not made findings of fact or conclusions of law on this issue and  
28 amended accordingly by entering the July 2017 Order without any order on the slander of title claim.  
The slander of title claim was later dismissed by stipulation between the parties. *See* Notice of Entry of  
Stipulation and Order to Dismiss All Remaining Claims Without Prejudice filed on January 14, 2019.

1 the Boulden Trust and Lamothe Trust; and the Final Judgment against the Association in the Rosemere  
2 Litigation I is not an obligation or debt owed by the Boulden Trust and Lamothe Trust.

3 3. The July 2017 Order also included the following permanent injunction at page 7:

4 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants  
5 are permanently enjoined from recording and enforcing the Final Judgment from the Rosemere  
6 LPA Litigation or any abstracts related thereto against the Boulden Property or the Lamothe  
7 Property.

8 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants  
9 are permanently enjoined from taking any action in the future against the Plaintiffs or their  
10 properties based upon the Rosemere LPA Litigation.

11 4. The Court ordered the Lytle Trust to expunge the Abstracts of Judgment that it had  
12 recorded against properties owned by the Boulden Trust and Lamothe Trust. The Lytle Trust released  
13 the Abstracts of Judgment, but immediately recorded two *lis pendens* against the Boulden Trust and  
14 Lamothe Trust properties. Thereafter, the Lytle Trust refused to voluntarily expunge the *lis pendens* and  
15 the Boulden Trust and Lamothe Trust were forced to file a Motion to Expunge *Lis Pendens*. This Court  
16 summarily granted the Motion on June 23, 2017 and the *lis pendens* were ordered stricken, but the Lytle  
17 Trust was not held in contempt.

18 5. The Lytle Trust appealed the July 2017 Order and the Nevada Supreme Court issued an  
19 Order of Affirmance on December 4, 2018 in Case No. 73039, *Trudi Lee Lytle v. Marjorie B. Boulden*  
20 (“First Order of Affirmance”).<sup>2</sup>

21 6. After entry of the July 2017 Order, the September Trust, Zobrist Trust, Sandoval Trust,  
22 and Gegens, which also own property within the Rosemere Subdivision, approached the Lytle Trust and  
23 requested that it release the Abstracts of Judgment recorded against their properties as well. After the  
24 Lytle Trust refused to release the Abstracts of Judgment as to their properties, the September Trust,  
25 Zobrist Trust, Sandoval Trust, and Gegens filed a Complaint against the Lytle Trust in Case No. A-17-  
26 765372-C, which was consolidated with this Case (Case No. A-16-747900-C) on February 21, 2018.

27 <sup>2</sup> The Boulden Trust sold its property to the Dismans on August 4, 2017. This Court subsequently held,  
28 in an Order entered on or about December 26, 2018, that the July 2017 Order likewise applied to the  
Rosemere Litigation II Judgment, which the Lytle Trust sought to enforce against the Lamothe Trust  
and the Dismans’ and their properties after entry of the July 2017 Order.

1           7.     On May 24, 2018, this Court entered its Order Granting Motion for Summary Judgment  
2 or, in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary  
3 Judgment (“May 2018 Order”) in favor of the September Trust, Zobrist Trust, Sandoval Trust, and  
4 Gegens and against the Lytle Trust. The May 2018 Order is hereby incorporated by reference.

5           8.     In the May 2018 Order, the Court concluded, in part, that: the Association is a “limited  
6 purpose association” as referenced in NRS 116.1201(2); as a limited purpose association, NRS 116.3117,  
7 the statute upon which the Lytle Trust relied to record the Abstracts of Judgment, is not applicable to the  
8 Association; as a result of the Rosemere Litigation I between the Lytle Trust and the Association, the  
9 Amended CC&Rs at issue were judicially declared to have been improperly adopted and recorded, were  
10 invalid, have no force and effect, and were declared *void ab initio*; the September Trust, Zobrist Trust,  
11 Sandoval Trust, and Gegens were not parties to the Rosemere Litigation I, Rosemere Litigation II, or  
12 Rosemere Litigation III; the September Trust, Zobrist Trust, Sandoval Trust, and Gegens were not  
13 “losing parties” in the Rosemere Litigation I, Rosemere Litigation II, or Rosemere Litigation III per  
14 Section 25 of the Original CC&Rs; the Judgments issued in the Rosemere Litigation I, Rosemere  
15 Litigation II, or Rosemere Litigation III (collectively the “Rosemere Judgments”) against the Association  
16 in favor of the Lytle Trust are not against, and are not an obligation of, the September Trust, Zobrist  
17 Trust, Sandoval Trust, or Gegens to the Lytle Trust; and the Rosemere Judgments against the Association  
18 are not an obligation or debt owed by the September Trust, Zobrist Trust, Sandoval Trust, or Gegens to  
19 the Lytle Trust.

20           9.     The May 2018 Order, at page 10, lines 10-19, contained the following permanent  
21 injunction:

22           IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust  
23 is permanently enjoined from recording and enforcing the Judgments obtained from the  
24 Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other  
judgments obtained against the Association, against the September Property, Zobrist Property,  
Sandoval Property or Gegen Property.

25           IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust  
26 is permanently enjoined from taking any action in the future directly against the Plaintiffs or  
27 their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere  
28 Litigation III.

10. On June 19, 2018, the Lytle Trust appealed the May 2018 Order to the Nevada Supreme Court, Case No. 76198, *Trudi Lee Lytle v. September Trust, Dated March 23, 1972*. This appeal was consolidated with the Lytle Trust's subsequent appeal of an award of attorney's fees and costs in favor of the September Trust, Zobrist Trust, Sandoval Trust, and Gegens under NRS 18.010(2)(b), Case No. 77007. The Supreme Court entered its Order of Affirmance affirming the May 2018 Order and subsequent fees order on March 2, 2020 ("Second Order of Affirmance").

11. On June 8, 2018, the Lytle Trust filed a new action, Case No. A-18-775843-C, *Trudi Lee Lytle et al. v. Rosemere Estates Property Owners' Association* ("Receivership Action"), asserting claims against the Association for (a) Declaratory Judgment, and (b) Breach of Contract/Easement Agreement. The prayer for relief in the Receivership Action sought:

a. an Order declaring that the Association must continue to operate as required by the CC&Rs and Chapters 82 and 116 of the Nevada Revised Statutes, which includes, but is not limited to: 1) maintaining the landscaping in the exterior wall planters; 2) maintaining the exterior perimeter and frontage; 3) maintaining the entrance gate; 4) maintaining the private drive and sewer system; 5) ensuring that homeowners are paying their assessments; 6) seeking collection activity against any homeowners that have failed to pay their assessments; 7) paying known creditors of the Association; 8) specially assessing the homeowners to ensure that enough proceeds exist within the HOA funds to pay all known creditors assessing; and 9) any other activity required under Nevada law.

b. specific performance requiring the Association to comply with the CC&Rs, as well as other Nevada law, with respect to the Association's maintenance and day-to-day activities;

c. injunctive relief preventing the Association from violating the terms of the CC&RS, as well as other Nevada law, moving forward;

d. appointment of a receiver to handle the maintenance obligations and day-to-day activities, including the financial activities regarding assessments and creditors, until a duly constituted board may be instituted and power transitioned thereto; and

1 e. reasonable attorneys' fees, costs of suit and litigation, and such other and further  
2 relief as the Court deems just and proper

3 12. The Complaint in the Receivership Action alleges that the Association is not functioning,  
4 that the common elements of the community are not being maintained, and that "the Association has not  
5 paid known creditors of the Association, which includes, but is not limited to, the annual dues to the  
6 Nevada Secretary of State or the Nevada Department of Real Estate or the Lytles, which hold multiple  
7 judgments against the Association." Complaint at ¶ 21.

8 13. In a Renewed Application for Appointment of Receiver filed by the Lytle Trust on October  
9 24, 2019 ("Application") in the Receivership Action, the Lytle Trust asserts that one reason for a Receiver  
10 over the Association was due to the Association's refusal to pay the Rosemere Judgments, including its  
11 refusal to assess Association members, including the Plaintiffs, so the Association could pay the  
12 Rosemere Judgments. Application at 3:2-4, 5:17-18 ("Additional grounds exist because the Association  
13 is refusing to pay and refusing to assess Association members related to various monetary judgments  
14 awarded to the Lytles against the Association"), 13:19-28 ("A receiver may be appointed...[a]fter  
15 judgment, to carry the judgment into effect" (quoting NRS 32.010(3))), 14:1-2, 16-28 ("the Lytle Trust  
16 obtained judgments against the Association and a Receiver is needed to carry those judgments into  
17 effect"), 15:20-25 ("the Association has a duty...to pay its debts, including the Judgments obtained by  
18 the Lytle Trust"), 16:17-22 ("the Association is without any governing body to assess the homeowners  
19 and pay the judgments").

20 14. The Lytle Trust disclosed to the judge in the Receivership Action (the "Receivership  
21 Court") that the Amended CC&Rs had been judicially declared *void ab initio* and of no force or effect.  
22 *Id.* at 8:11-12 (the District "Court determined that the Amended CC&Rs were not properly adopted or  
23 recorded, that the Amended CC&Rs are invalid, and that the Amended CC&Rs have no force or effect");  
24 8 at n.3 ("Note, Rosemere 2 Litigation commenced more than six years *before* the Court in Rosemere 1  
25 Litigation ruled that the Amended CC&Rs were invalid.") (emphasis in original); 9:13-17 ("In granting  
26 the Lytle Trust's Motion for Attorneys' Fees, the district court in the Rosemere 1 and Rosemere 2  
27 Litigations . . . held that the Lytle Trust could recover attorneys' fees under the Amended CC&Rs because  
28

1 that document, while declared *void ab initio* by the district court, was in effect and enforced by the  
2 Association against the Lytle Trust at all times during the underlying litigation.”).

3 15. However, The Lytle Trust further argued in the Application that the Amended CC&Rs  
4 provide authority for a receiver to make special assessments on the Plaintiffs’ and other owners’  
5 properties to collect funds to pay the Rosemere Judgments. *Id.* at 11:4-28, 13:1-17, 17:1-9. The Lytle  
6 Trust’s Application included a section heading in its Statement of Fact section titled “The Amended  
7 CC&Rs Grant the Association Authority to Assess Each Unit for Payment of Judgments Against the  
8 Association.” *Id.* at 11:4-5. The Lytle Trust also represented that “the District Court already ruled that  
9 the Association is liable for attorneys’ fees, costs and damages pursuant to the Amended CC&Rs, which  
10 provide the Association with the ability to specially assess each property (unit) for the costs of the  
11 judgments. Amended CC&Rs ¶ 10.11, Exhibit 16.” *Id.* at 17:6-9.

12 16. The Lytle Trust did not inform the Receivership Court about this Case, the July 2017 Order,  
13 May 2018 Order, or the Orders of Affirmance.<sup>3</sup> The Lytle Trust did not inform the Receivership Court  
14 that this Court had issued permanent injunctions against the Lytle Trust relating to enforcement of the  
15 Rosemere Judgments against the Plaintiffs, the Boulden Trust, the Lamothe Trust, the Dismans, or their  
16 properties.

17 17. On December 18, 2019, based on the Lytle Trust’s Application, the Receivership Court  
18 entered an Order Appointing a Receiver of Defendant Rosemere Property Owners Association (“Order  
19 Appointing Receiver”). The Order Appointing Receiver, drafted by the Lytle Trust, directs the Receiver  
20 to “[i]ssue and collect a special assessment upon all owners within the Association to satisfy the Lytle  
21 Trust’s judgments against the Association.” Order Appointing Receiver at 2:19-20. It further empowers  
22 the Receiver with “the authority to assess all Association unit owners to pay for any operation costs or  
23 to pay for judgments against the Association. If an Association member does not pay an assessment then  
24 the Receiver may proceed to foreclose on said member’s ownership interest in the property.” *Id.* at 6:4-  
25 7.

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27 <sup>3</sup> The Court notes that the Second Order of Affirmance was issued after entry of the Order Appointing  
28 Receiver and the Lytle Trust could not have informed the Receivership Court of it prior to entry of the  
Order Appointing Receiver.

1 18. On or around January 22, 2020, the Plaintiffs and the Dismans<sup>4</sup> each received a letter from  
2 Kevin Singer of Receivership Specialists regarding the appointment of Mr. Singer as the Receiver in the  
3 Receivership Action (“Receiver Letter”). In the Receiver Letter, Mr. Singer states that “[t]he appointment  
4 of the receivership is predicated on judgments against the HOA in the approximate amount of \$1,481,822  
5 by the Lytle family (“the Plaintiff”).... These judgments need to be paid and the Court agreed with the  
6 Plaintiff by appointing a Receiver to facilitate the satisfying of the judgments.... We would like to meet  
7 with title holding members of the HOA...[to] share three ideas we have to pay these judgments.”

8 19. On January 29, 2020, counsel for Plaintiffs sent a letter to the Receiver, with a copy to  
9 counsel for the Lytle Trust, notifying the Receiver that the Orders and Permanent Injunctions issued in  
10 this Case prevent further effort to collect the Rosemere Judgments from the Plaintiffs or other property  
11 owners. The Plaintiffs expressed their belief this effort to assess the property owners to pay the Rosemere  
12 Judgments violated this Court’s Orders and demanded that the Receiver cease and desist.

13 20. On March 4, 2020, the Plaintiffs filed the instant Motion informing the Court about the  
14 Lytle Trust’s actions and seeking sanctions for violation of this Court’s May 2018 Order. The Boulden  
15 Trust and Lamothe Trust filed a Joinder to the Motion on March 5, 2020.<sup>5</sup> The Dismans filed a Joinder  
16 to the Motion on March 6, 2020.

17 21. The Association has never been a party to this Case.

18 **CONCLUSIONS OF LAW**

19 1. This case has a history, such as the filing of the *lis pendens* against the Boulden Trust and  
20 Lamothe Trust properties after the Court had ordered the expungement of the Abstracts of Judgment and  
21 continued enforcement of the Abstracts of Judgment against the September Trust, Zobrist Trust,  
22 Sandoval Trust, and Gegens’ properties after entry of the July 2017 Order, that demonstrates that the  
23 Lytle Trust does not respect this Court’s Orders.

24  
25 \_\_\_\_\_  
26 <sup>4</sup> At the time, the Boulden Trust and Lamothe Trust no longer held title to any property within the  
Rosemere Subdivision, having sold their properties on August 4, 2017, and May 1, 2019, respectively.

27 <sup>5</sup> After the hearing on the Motion but prior to entry of this Order, the Boulden Trust and the Lamothe  
28 Trust withdrew their Joinders pursuant to a settlement with the Lytle Trust. Therefore, the Boulden  
Trust and Lamothe Trust are no longer considered movants for purposes of the relief granted herein.



2. This Court has inherent power to enforce its decrees, orders and judgments. A party is required to adhere to court orders, even disagreeable or erroneous orders, until terminated or overturned.

3. The proper course of action if a party disagrees with a Court order is to appeal.

4. The May 2018 Order must be obeyed by the Lytle Trust.

5. Each paragraph, each finding of fact, and each conclusion of law in the May 2018 Order must be given its plain meaning, and each paragraph of that Order's permanent injunction must be obeyed by the Lytle Trust.

6. As a result of the Findings of Fact and Conclusions of Law in the May 2018 Order, there were specific orders which are not mutually exclusive. Each issue ordered by the Court should be given its meaning, and they are not in conflict.

7. The Court's factual determinations and conclusions of law culminated with the permanent injunction language starting at Page 10, Line 10 of the May 2018 Order, which stated:

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from recording and enforcing the Judgments obtained from the Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other judgments obtained against the Association, against the September Property, Zobrist Property, Sandoval Property or Gegen Property.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from taking any action in the future directly against the Plaintiffs or their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere Litigation III.

8. These paragraphs are not mutually exclusive and each must be obeyed by the Lytle Trust.

9. The Findings of Fact, Conclusions of Law, and Orders contained in the May 2018 Order, including the permanent injunctions, are clear, specific and unambiguous as to what the parties could and could not do in this case. Further, the terms of the permanent injunction are specific and definite so that the Lytle Trust could readily know exactly what duties or obligations were imposed on it.

10. The May 2018 Order's permanent injunction clearly precluded the Lytle Trust from doing anything as it relates to enforcing and recording the Rosemere Judgments against the Plaintiffs and Dismans or their properties.

11. Indeed, the Lytle Trust has no judgment creditor rights to try to collect the Rosemere Judgments from the Plaintiffs or Dismans in any way, shape, or form.

12. The Plaintiffs have demonstrated by clear and convincing evidence that the Lytle Trust violated the clear and specific terms of the permanent injunction found in the May 2018 Order when it initiated an action against the Association that included a prayer for appointment of a receiver, applied for appointment of a receiver, and argued that the Association, through the Receiver, could make special assessments on the Plaintiffs' and other property owners for the purpose of paying the Rosemere Judgments, all while failing to inform the Receivership Court of this Case, this Court's Orders, or that the Lytle Trust had been enjoined from enforcing the Rosemere Judgments against the Plaintiffs, the Boulden Trust, the Lamothe Trust, and the Dismans, or their properties.

13. The Lytle Trust's actions, as stated in the Findings of Fact and set forth herein, directly and indirectly violated the May 2018 Order.

14. Any references to the power of assessment exercised by the Association, or the Receiver on behalf of the Association, against the individual homeowners for payment of the Rosemere Judgments in the Order Appointing Receiver, as advocated for and drafted by the Lytle Trust, directly and indirectly violates the May 2018 Order.

15. The Lytle Trust has failed to show why it was unable to comply with the May 2018 Order.

16. The Lytle Trust has failed to demonstrate how its actions did not violate the clear and specific terms of the May 2018 Order.

17. A party may be held in contempt of court for disobedience or resistance to any lawful order issued by the court. NRS 22.010(3)

18. "[I]f a person is found guilty of contempt, a fine may be imposed on the person not exceeding \$500 or the person may be imprisoned not exceeding 25 days, or both." NRS 22.100(2).

19. In addition, the court may award "reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt." NRS 22.100(3).

### **ORDER**

Based upon the Findings of Fact and Conclusions of Law above, and good cause appearing therefore,

1           **IT IS HEREBY ORDERED ADJUDGED AND DECREED** that Plaintiffs' Motion for Order  
2 to Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of Court Orders, as  
3 well as the Joinders thereto filed by the Boulden Trust, the Lamothe Trust, and the Dismans, are  
4 GRANTED.

5           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
6 violated the May 2018 Order.

7           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
8 is in contempt of the May 2018 Order.

9           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
10 shall pay a \$500 penalty to each movant for violation of the May 2018 Order; specifically, \$500 payable  
11 to the September Trust, \$500 payable to the Zobrist Trust, \$500 payable to the Sandoval Trust, \$500  
12 payable to the Gegens, and \$500 payable to the Dismans.

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1           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the September  
2 Trust, Zobrist Trust, Sandoval Trust, Gegens, and Dismans, may file applications for their reasonable  
3 expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt.  
4 The Court will consider such applications on the merits.

5           **IT IS SO ORDERED.**

6           Dated this 22 day of May, 2020.

7   
8 DISTRICT COURT JUDGE  
9 CG

9           **Submitted by:**

10          **CHRISTENSEN JAMES & MARTIN**

11          /s/ Wesley J. Smith  
12 Wesley J. Smith, Esq.  
13 Nevada Bar No. 11871  
14 Laura J. Wolff, Esq.  
15 Nevada Bar No. 6869  
16 7440 W. Sahara Ave.  
17 Las Vegas, NV 89117  
18 *Attorneys for Plaintiffs September Trust,*  
19 *Zobrist Trust, Sandoval Trust, and*  
20 *Dennis & Julie Gegen*

9           **Approved as to Form and Content by:**

10          **FIDELITY NATIONAL LAW GROUP**

11          /s/ Christina H. Wang  
12 CHRISTINA H. WANG, ESQ.  
13 Nevada Bar No. 9713  
14 8363 W. Sunset Road, Suite 120  
15 Las Vegas, Nevada 89113  
16 *Attorneys for Robert & Yvonne Disman*

16          **Reviewed by Not Approved by:**

17          **LEWIS ROCA ROTHBERGER CHRISTIE**  
18 **LLP**

19          Reviewed But Not Approved  
20 DAN R. WAITE, ESQ.  
21 Nevada Bar 4078  
22 3993 Howard Hughes Parkway, Suite 600  
23 Las Vegas, Nevada 89169  
24 *Attorneys for Lytle Trust*

**RE: Case No. A-16-747800-C - Boulden v. Lytle - ORDR - Proposed Order Granting Plaintiffs' Motion for Order to Show Cause**

Wang, Christina <Christina.Wang@fnf.com>

Mon 5/18/2020 9:52 AM

To: Wesley Smith <wes@cjmlv.com>

Cc: Engelman, Lace <Lace.Engelman@fnf.com>

Approved – thanks.

Christina H. Wang

Litigation Counsel

Fidelity National Law Group

8363 W. Sunset Road, Suite 120

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**PLEASE NOTE THAT OUR OFFICE HAS MOVED TO THE ABOVE ADDRESS.**

*The Law Division of Alamo Title Insurance, Chicago Title Insurance Co., Commonwealth Land Title Insurance Co., Fidelity National Title Insurance Co., and Fidelity National Title Group, Inc.*

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---

**From:** Wesley Smith <wes@cjmlv.com>

**Sent:** Monday, May 18, 2020 9:45 AM

**To:** Wang, Christina <Christina.Wang@fnf.com>

**Cc:** Engelman, Lace <Lace.Engelman@fnf.com>

**Subject:** Re: Case No. A-16-747800-C - Boulden v. Lytle - ORDR - Proposed Order Granting Plaintiffs' Motion for Order to Show Cause

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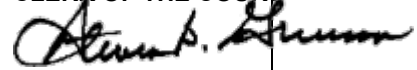
Christina,

Per our discussion, can you please approve this version which adds the date to footnote 2?

Wes Smith

Christensen James & Martin

EXHIBIT B TO  
DOCKETING  
STATEMENT



NEOJ  
CHRISTENSEN JAMES & MARTIN  
KEVIN B. CHRISTENSEN, ESQ.  
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WESLEY J. SMITH, ESQ.  
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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust  
and Dennis & Julie Gegen*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

TRUDI LEE LYTLE, JOHN ALLEN  
LYTLE, THE LYTLE TRUST, DOES I  
through X, and ROE CORPORATIONS I  
through X,

Defendants.

Case No.: A-16-747800-C  
Dept. No.: XVI

**NOTICE OF ENTRY OF ORDER  
DENYING DEFENDANT LYTLE  
TRUST'S MOTION FOR  
CLARIFICATION AND EX PARTE  
REQUEST FOR ORDER  
SHORTENING TIME**

Date: July 2, 2020  
Time: 9:00 a.m.

SEPTEMBER TRUST, DATED MARCH 23,  
1972; GERRY R. ZOBRIST AND JOLIN G.  
ZOBRIST, AS TRUSTEES OF THE GERRY  
R. ZOBRIST AND JOLIN G. ZOBRIST  
FAMILY TRUST; RAYNALDO G.  
SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C  
Dept. No.: XVI

CONSOLIDATED

1 DEVOLUTION TRUST DATED MAY 27,  
2 1992; and DENNIS A. GEGEN AND JULIE  
3 S. GEGEN, HUSBAND AND WIFE, AS  
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN  
8 LYTLE, AS TRUSTEES OF THE LYTLE  
9 TRUST; JOHN DOES I through V; and ROE  
10 ENTITIES I through V, inclusive,

11 Defendants.

12 PLEASE TAKE NOTICE that on July 15, 2020, an Order Denying Defendant Lytle  
13 Trust's Motion for Clarification and Ex Parte Request for Order Shortening Time was filed with  
14 the Court, a copy of which is attached hereto.

15 DATED this 15<sup>th</sup> day of July, 2020.

16 **CHRISTENSEN JAMES & MARTIN**

17 By: /s/ Wesley J. Smith, Esq.

18 Wesley J. Smith, Esq.

19 Nevada Bar No. 11871

20 Laura J. Wolff, Esq.

21 Nevada Bar No. 6869

22 7440 W. Sahara Ave.

23 Las Vegas, NV 89117

24 *Attorneys for Plaintiffs September Trust,*

25 *Zobrist Trust, Sandoval Trust, and*

26 *Dennis & Julie Gegen*



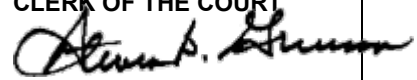
**CERTIFICATE OF SERVICE**

I am an employee of Christensen James & Martin. On July 15, 2020, I caused a true and correct copy of the foregoing NOTICE OF ENTRY OF ORDER DENYING DEFENDANT LYTTLE TRUST'S MOTION FOR CLARIFICATION AND EX PARTE REQUEST FOR ORDER SHORTENING TIME, to be served in the following manner:

☒ **ELECTRONIC SERVICE**: electronic transmission (E-Service) through the Court's electronic filing system pursuant to Rule 8.05 of the Rules of Practice for the Eighth Judicial District Court of the State of Nevada.

Liz Gould (liz@foleyoakes.com)  
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/s/ Natalie Saville  
Natalie Saville



1 **ORDR**

2 **CHRISTENSEN JAMES & MARTIN**

3 KEVIN B. CHRISTENSEN, ESQ.

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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust*

*and Dennis & Julie Gegen*

9 **EIGHTH JUDICIAL DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 MARJORIE B. BOULDEN, TRUSTEE OF  
12 THE MARJORIE B. BOULDEN TRUST,  
13 LINDA LAMOTHE AND JACQUES  
14 LAMOTHE, TRUSTEES OF THE  
15 JACQUES & LINDA LAMOTHE LIVING  
16 TRUST,

17 Plaintiffs,

18 vs.

19 TRUDI LEE LYTLE, JOHN ALLEN  
20 LYTLE, THE LYTLE TRUST, DOES I  
21 through X, and ROE CORPORATIONS I  
22 through X,

23 Defendants.

Case No.: A-16-747800-C

Dept. No.: XVI

**ORDER DENYING DEFENDANT  
LYTLE TRUST'S MOTION FOR  
CLARIFICATION AND EX PARTE  
REQUEST FOR ORDER  
SHORTENING TIME**

Date: July 2, 2020

Time: 9:00 a.m.

24 SEPTEMBER TRUST, DATED MARCH 23,  
25 1972; GERRY R. ZOBRIST AND JOLIN G.  
26 ZOBRIST, AS TRUSTEES OF THE GERRY  
27 R. ZOBRIST AND JOLIN G. ZOBRIST  
28 FAMILY TRUST; RAYNALDO G.  
SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C

Dept. No.: XVI

CONSOLIDATED

DEVOLUTION TRUST DATED MAY 27,  
1992; and DENNIS A. GEGEN AND JULIE  
S. GEGEN, HUSBAND AND WIFE, AS  
JOINT TENANTS,

Plaintiffs,

vs.

TRUDI LEE LYTLE AND JOHN ALLEN  
LYTLE, AS TRUSTEES OF THE LYTLE  
TRUST; JOHN DOES I through V; and ROE  
ENTITIES I through V, inclusive,

Defendants.

Presently before the Court is Defendant Lytle Trust's Motion for Clarification and Ex Parte Request for Order Shortening Time ("Motion for Clarification") and the Opposition filed by the Plaintiffs, and the Reply, which came on for hearing on July 2, 2020 at 9:00 a.m. in Department XVI of the Eighth Judicial District Court, Clark County, Nevada.

Wesley J. Smith, Esq. of Christensen James & Martin, Chtd. appeared on behalf of September Trust, dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust, Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as Trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust dated May 27, 1992, and Dennis A. Gegen and Julie S. Gegen, Husband and Wife, as Joint Tenants (collectively the "Plaintiffs"). Christina H. Wang, Esq. of Fidelity National Law Group appeared on behalf of Robert Z. Disman and Yvonne A. Disman (the "Dismans"). Dan R. Waite, Esq. of Lewis Roca Rothgerber Christie LLP appeared on behalf of Trudi Lee Lytle and John Allen Lytle, as Trustees of the Lytle Trust ("Lytle Trust").

The Court having considered the Motion, Opposition, and Reply, having heard the arguments of counsel, and with good cause appearing therefore, the Court hereby denies the Motion and enters the following Findings of Fact, Conclusions of Law, and Order:

///

///

///

**FINDINGS OF FACT**

1  
2 1. On May 24, 2018, this Court entered its Order Granting Motion for Summary Judgment  
3 or, in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary  
4 Judgment (“May 2018 Order”) in favor of the September Trust, Zobrist Trust, Sandoval Trust, and  
5 Gegens and against the Lytle Trust. The May 2018 Order is hereby incorporated by reference.

6 2. On October 24, 2019, the Lytle Trust filed its Renewed Application for Appointment of  
7 Receiver in *Trudi Lee Lytle and John Allen Lytle, as trustees of the Lytle Trust v. Rosemere Estates*  
8 *Property Owners’ Association*, Case No. A-18-775843-C, Eighth Judicial District Court, Clark County,  
9 Nevada, which case was assigned to Judge J. Kishner (the “Receivership Action”).

10 3. On December 18, 2019, Judge Kishner entered her Order Appointing a Receiver of  
11 Defendant Rosemere Property Owners Association (the “Order Appointing Receiver”). Among other  
12 rights, powers, and duties, the Order Appointing Receiver instructed the receiver to “[i]ssue and collect a  
13 special assessment upon all owners within the Association to satisfy the Lytle Trust’s judgments against  
14 the Association.” (Order Appointing Receiver at 2:19-20).

15 4. On March 4, 2020, Plaintiffs filed a Motion for Order to Show Cause Why the Lytle  
16 Trust Should Not Be Held in Contempt for Violation of Court Orders (“Contempt Motion”), which  
17 alleged the Lytle Trust violated the May 2018 Order by seeking the appointment of a receiver over the  
18 Rosemere Estates Property Owners’ Association (the “Association”) in the Receivership Action for the  
19 purpose of collecting its Judgments through special assessments on the Plaintiffs and other property  
20 owners. The Lytle Trust opposed the Contempt Motion.

21 5. The Contempt Motion came on for hearing on April 22, 2020.

22 6. During the hearing held on April 22, 2020, with regard to the scope of the May 2018  
23 Order, the following exchange occurred:

24 MR WAITE: And I’ll ask it again, and I’ll ask it maybe not as a rhetorical question.

25 Pending the answer, quite honestly, I may have nothing else to say. I may have  
26 nothing that I know of to say. But *did you intend by your Permanent Injunction*

1 *here to strip the Lytle Trust of all of its judgment creditor rights against the*  
2 *judgment debtor association?*

3 THE COURT: Well, the association wasn't a party, but the bottom line is this: **I**  
4 **stripped the Lytle Trust of their ability and right to enforce those judgments vis-**  
5 **a-vis the homeowners in this case.**

6 April 22, 2020 Transcript at 38:25-39:12 (emphasis added).

7 7. At the end of the hearing, the Court entered an oral ruling granting the Contempt Motion.

8 8. On May 18, 2020, the Plaintiffs submitted a proposed order with explanation of the  
9 wording that the Parties could not agree on.

10 9. On May 19, 2020, the Lytle Trust submitted a competing proposed order and filed the  
11 Motion for Clarification seeking to clarify, *inter alia*, what judgment creditor rights the Lytle Trust  
12 could or could not exercise without violating the May 2018 Order.

13 10. On May 22, 2020, this Court entered its Findings of Fact, Conclusions of Law, and Order  
14 Granting Plaintiffs' Motion for Order to Show Cause Why the Lytle Trust Should Not Be Held in  
15 Contempt for Violation of Court Orders ("Contempt Order") against the Lytle Trust. The May 2020  
16 Order is hereby incorporated by reference.

17 11. The Contempt Order entered on May 22, 2020 was the Order proposed by the Plaintiffs.

18 12. The Contempt Order, with regard to the May 2018 Order, stated the following  
19 Conclusions of Law:

20 10. The May 2018 Order's permanent injunction clearly precluded the Lytle  
21 Trust from doing anything as it relates to enforcing and recording the Rosemere  
22 Judgments ***against the Plaintiffs and Dismans or their properties.***

23 11. Indeed, the Lytle Trust has no judgment creditor rights to try to collect the  
24 Rosemere Judgments ***from the Plaintiffs or Dismans*** in any way, shape, or form.

25 Contempt Order at 10:23-28 (emphasis added).

26 13. The Defendant's proposed order did not have the language emphasized above and this  
27 difference between the competing orders was highlighted by the parties in their proposals.  
28

14. All of the Court’s decisions in this case, including the May 2018 Order and the Contempt Order, are based upon the history of this case, and more specifically, the Findings of Fact, Conclusions of Law, and Order Granting the Boulden Trust and Lamothe Trust’s Motion for Partial Summary Judgment entered by the Court on April 26, 2017 (“April 2017 Order”) against the Lytle Trust.<sup>1</sup> The April 2017 Order is hereby incorporated by reference.

15. The April 2017 Order has been the ruling of this Court for over three years, was subject to review by the Nevada Supreme Court, and withstood appellate scrutiny.

16. The May 2018 Order referenced the April 2017 Order and borrowed its Findings of Fact and Conclusions of Law.

17. The April 2017 Order states clearly what actions can and cannot be taken by the Lytle Trust, as follows:

18. **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Defendants are permanently enjoined from taking any action in the future against the Plaintiffs or their properties based upon the Rosemere LPA Litigation.

19. April 2017 Order, 7:1-3; July 2017 Order 7:1-3.

20. The April 2017 Order also contains the following:

3. As a result of the Rosemere LPA Litigation, the Amended CC&Rs were judicially declared to have been improperly adopted and recorded, the Amended CC&Rs are invalid and have no force and effect and were declared void ab initio.

4. The Plaintiffs were not parties to the Rosemere LPA Litigation.

5. The Plaintiffs were not “losing parties” in the Rosemere LPA Litigation as per Section 25 of the Original CC&Rs.

6. The Final Judgment in favor of the Defendants is not against, and is not an obligation of, the Plaintiffs.

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<sup>1</sup> As noted in the Contempt Order at 3:8-14 and n.1, the April 2017 Order was modified on July 27, 2017 by removing any order on the slander of title claim, which is not at issue in the present Motion and did not impact the language of the April 2017 Order quoted herein.

7. The Final Judgment against the Association is not an obligation or debt owed by the Plaintiffs.

April 2017 Order at 4:23-5:7; July 2017 Order at 4:14-23.

### **CONCLUSIONS OF LAW**

1. The Court made its intentions clear at the April 22, 2020 hearing when it stated “I stripped the Lytle Trust of their ability and right to enforce those judgments vis-a-vis the homeowners in this case.” April 22, 2020 Transcript at 38:25-39:12.

2. Any doubt as to the Court’s intent regarding the May 2018 Order was resolved by entry of the written May 2020 Order after consideration of the competing orders submitted by the Plaintiffs and Defendant, specifically when the Court entered the following Conclusions of Law:

10. The May 2018 Order’s permanent injunction clearly precluded the Lytle Trust from doing anything as it relates to enforcing and recording the Rosemere Judgments ***against the Plaintiffs and Dismans or their properties.***

11. Indeed, the Lytle Trust has no judgment creditor rights to try to collect the Rosemere Judgments ***from the Plaintiffs or Dismans*** in any way, shape, or form. Contempt Order at 10:23-28 (emphasis added).

3. The Court conclusively answered the Lytle Trust’s question by entering the Order prepared by the Plaintiffs that included the emphasized language.

4. The Court did not hold the Lytle Trust in contempt for violating the April 2017 Order and does not expand its Contempt Order to include the April 2017 Order by entering this Order.

5. The thrust and focus of all the Court’s decisions in this matter are based upon the history of this case, including the April 2017 Order entered 3 years ago.

6. The April 2017 Order stating Defendants are permanently enjoined from taking “any action” in the future against the Plaintiffs or their properties based upon the Rosemere LPA Litigation was also clear.

7. The broad and the plain meaning of the term “any action” means any action, whether direct or indirect.

1           8.       The April 2017 Order must be looked at in its entirety to determine its thrust, scope and  
2 impact with respect to what kind of action can be taken by the Lytle Trust with regard to collecting on  
3 its Judgments against the Association.

4           9.       The April 2017 Order made clear that the Rosemere Judgments are not against the  
5 Plaintiffs or an obligation or debt owed by the Plaintiffs.

6           10.      The April 2017 Order also made clear that the Lytle Trust cannot take any action against  
7 the Plaintiffs to attempt to collect its Judgments against the Association.

8           11.      The May 2018 Order contains nearly identical Findings of Fact, Conclusions of Law, and  
9 Orders.

10          12.      Therefore, any action by the Lytle Trust to collect its Judgments against the Association  
11 that results in payment of the Judgments by the Plaintiffs is a violation of the May 2018 Order.

12          13.      This Court cannot make decisions based upon hypothetical situations presented by the  
13 Lytle Trust. A case has to be ripe for adjudication and any decision based upon the facts of this case.

14          14.      Because the language of the Orders discussed herein is clear, there is no clarification  
15 needed or that the Court can provide.

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**ORDER**

Based upon the Findings of Fact and Conclusions of Law above, and good cause appearing therefore,

**IT IS HEREBY ORDERED ADJUDGED AND DECREED** that Defendant's Lytle Trust Motion for Clarification and Ex Parte Request for Order Shortening Time is DENIED.

**IT IS SO ORDERED.**

Dated this 15th day of July, 2020.

  
DISTRICT COURT JUDGE

CG

**Submitted by:**

**CHRISTENSEN JAMES & MARTIN**

/s/ Wesley J. Smith

Wesley J. Smith, Esq.  
Nevada Bar No. 11871  
Laura J. Wolff, Esq.  
Nevada Bar No. 6869  
7440 W. Sahara Ave.  
Las Vegas, NV 89117  
*Attorneys for Plaintiffs September Trust,  
Zobrist Trust, Sandoval Trust, and  
Dennis & Julie Gegen*

**Approved as to Form and Content —  
Reserving All Appeal Rights – by:**

**LEWIS ROCA ROTHBERGER CHRISTIE  
LLP**

/s/ Dan R. Waite  
DAN R. WAITE, ESQ.  
Nevada Bar 4078  
3993 Howard Hughes Parkway, Suite 600  
Las Vegas, Nevada 89169  
*Attorneys for Lytle Trust*

**RE: Dept 16 - A-16-747800-C - Boulden v. Lytle - Proposed Order Denying Motion for Clarification**

Waite, Dan R. <DWaite@lrrc.com>

Tue 7/14/2020 9:15 AM

To: Wesley Smith <wes@cjmlv.com>

Thank you, Wes. You have my authorization to include my /s/ electronic signature and to submit the Order to the Court. All the best,

Dan

**Dan R. Waite**

Partner

702.474.2638 office

702.949.8398 fax

[dwaite@lrrc.com](mailto:dwaite@lrrc.com)

---

**Lewis Roca**  
ROTHGERBER CHRISTIE

Lewis Roca Rothgerber Christie LLP

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---

**From:** Wesley Smith <wes@cjmlv.com>

**Sent:** Tuesday, July 14, 2020 9:10 AM

**To:** Waite, Dan R. <DWaite@lrrc.com>

**Subject:** Dept 16 - A-16-747800-C - Boulden v. Lytle - Proposed Order Denying Motion for Clarification

[EXTERNAL]

---

Dan,

Attached please find the final version of the Proposed Order Denying Motion for Clarification in the above referenced matter. Please review and if it meets your approval, please respond confirming that I have your permission to affix your /s/ electronic signature and submit the Order to the Court.

Thanks,

Wes Smith

Christensen James & Marn

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Las Vegas, NV 89117

Tel. (702) 255-1718

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[wes@cjmlv.com](mailto:wes@cjmlv.com)

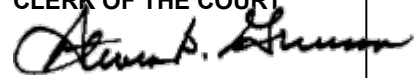
*\* Licensed in Nevada, Washington & Utah*

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EXHIBIT C TO  
DOCKETING  
STATEMENT



1 **NOAS**  
2 JOEL D. HENRIOD  
3 Nevada Bar No. 8492  
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5 Nevada Bar No. 2376  
6 DAN R. WAITE  
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14 [DWaite@LRRC.com](mailto:DWaite@LRRC.com)

15 *Attorneys for Defendants Trudi Lee Lytle and*  
16 *John Allen Lytle, as Trustees of the Lytle Trust*

11 DISTRICT COURT  
12 CLARK COUNTY, NEVADA

13 MARJORIE B. BOULDEN, trustee of the  
14 Marjorie B. Boulden Trust; LINDA  
15 LAMOTHE; and JACQUES LAMOTHE,  
16 Trustees of the Jacques & Linda  
17 Lamothe Living Trust,

18 Plaintiffs,

19 v.

20 TRUDI LEE LYTLE; and JOHN ALLEN  
21 LYTLE, as trustees of the Lytle Trust,  
22 DOES I through X, inclusive, and ROE  
23 CORPORATIONS I through X,

24 Defendants.

Case No. A-16-747800-C

Dep't No. 16

**NOTICE OF APPEAL**

25 SEPTEMBER TRUST, DATED MARCH 23,  
26 1972; GERRY R. ZOBRIST and JOLIN G.  
27 ZOBRIST, as Trustees of the Gerry R.  
28 Zobrist and Jolin G. Zobrist Family  
Trust; RAYNALDO G. SANDOVAL and  
JULIE MARIE SANDOVAL GEGEN, As  
Trustees of the Raynaldo G. and  
Evelyn A. Sandoval Joint Living and  
Devolution Trust Dated May 27, 1992;  
and DENNIS A. GEGEN and JULIE S.  
GEGEN, husband and wife, as joint  
tenants,

Plaintiffs,

Consolidated with:

Case No. A-17-765372-C

Dep't No. 16

1 v.

2 TRUDI LEE LYTLE; and JOHN ALLEN  
3 LYTLE, as trustees of the Lytle Trust,  
4 JOHN DOES I through V, inclusive, and  
ROE ENTITIES I through V, inclusive,

Defendants.

5 Please take notice that defendants Trudi Lee Lytle and John Allen  
6 Lytle, as Trustees of the Lytle Trust hereby appeal to the Supreme Court of  
7 Nevada from:

8 1. "Order Granting Plaintiffs' Motion for Order to Show Cause Why  
9 the Lytle Trust Should Not be Held in Contempt for Violation of Court Orders,"  
10 filed May 22, 2020, notice of entry of which was served electronically on May 22,  
11 2020 (Exhibit A); and

12 2. All judgments, rulings and interlocutory orders made appealable by  
13 the foregoing.

14 Dated this 22nd day of June, 2020.

15 LEWIS ROCA ROTHGERBER CHRISTIE LLP

16  
17 By: /s/Joel D. Henriod

18 JOEL D. HENRIOD (SBN 8492)  
19 DANIEL F. POLSENBERG (SBN 2376)  
20 DAN R. WAITE (SBN 4078)  
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Las Vegas, Nevada 89169  
21 (702) 949-8200

22 *Attorneys for Defendants Trudi Lee Lytle and*  
23 *John Allen Lytle, as Trustees of the Lytle*  
*Trust*

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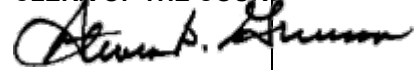
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Las Vegas, Nevada 89134

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**EXHIBIT A**

**EXHIBIT A**





NEOJ  
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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust,  
and Dennis & Julie Gegen*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

MARJORIE B. BOULDEN, TRUSTEE OF  
THE MARJORIE B. BOULDEN TRUST, *et*  
*al.*,

Plaintiffs,

vs.

TRUDI LEE LYTLE, *et al.*,

Defendants.

Case No.: A-16-747800-C  
Dept. No.: XVI

**NOTICE OF ENTRY OF ORDER  
GRANTING PLAINTIFFS'  
MOTION FOR ORDER TO SHOW  
CAUSE WHY THE LYTLE TRUST  
SHOULD NOT BE HELD IN  
CONTEMPT FOR VIOLATION OF  
COURT ORDERS**

SEPTEMBER TRUST, DATED MARCH 23,  
1972, *et al.*,

Plaintiffs,

vs.

TRUDI LEE LYTLE AND JOHN ALLEN  
LYTLE, AS TRUSTEES OF THE LYTLE  
TRUST, *et al.*,

Defendants.

Case No.: A-17-765372-C  
Dept. No.: XVI

CONSOLIDATED

NOTICE IS HEREBY GIVEN, that an Order Granting Plaintiffs' Motion for Order to  
Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of Court Orders

1 was entered in the above-captioned matter on May 22, 2020. A copy of the Order is attached  
2 hereto.

3 DATED this 22nd day of May 2020.

CHRISTENSEN JAMES & MARTIN

4  
5 By: /s/ Wesley J. Smith  
6 Wesley J. Smith, Esq.  
7 Nevada Bar No. 11871  
8 *Attorneys for September Trust, Zobrist*  
9 *Trust, Sandoval Trust and Gegen*  
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**CERTIFICATE OF SERVICE**

I am an employee of Christensen James & Martin. On May 22, 2020, I caused a true and correct copy of the foregoing Notice of Entry of Order Granting Plaintiffs' Motion for Order to Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of Court Orders, to be served in the following manner:

☒ **ELECTRONIC SERVICE**: electronic transmission (E-Service) through the Court's electronic filing system pursuant to Rule 8.05 of the Rules of Practice for the Eighth Judicial District Court of the State of Nevada.

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☐ **UNITED STATES MAIL**: depositing a true and correct copy of the above-referenced document into the United States Mail with prepaid first-class postage, addressed to the parties at their last-known mailing address(es):

☐ **FACSIMILE**: By sending the above-referenced document via facsimile as follows:

☐ **E-MAIL**: electronic transmission by email to the following address(es):

/s/ Natalie Saville  
Natalie Saville

**ORDR**

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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust  
and Dennis & Julie Gegen*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

TRUDI LEE LYTLE, JOHN ALLEN  
LYTLE, THE LYTLE TRUST, DOES I  
through X, and ROE CORPORATIONS I  
through X,

Defendants.

Case No.: A-16-747800-C

Dept. No.: XVI

**ORDER GRANTING PLAINTIFFS'  
MOTION FOR ORDER TO SHOW  
CAUSE WHY THE LYTLE TRUST  
SHOULD NOT BE HELD IN  
CONTEMPT FOR VIOLATION OF  
COURT ORDERS**

Date: April 22, 2020

Time: 9:00 a.m.

SEPTEMBER TRUST, DATED MARCH 23,  
1972; GERRY R. ZOBRIST AND JOLIN G.  
ZOBRIST, AS TRUSTEES OF THE GERRY  
R. ZOBRIST AND JOLIN G. ZOBRIST  
FAMILY TRUST; RAYNALDO G.  
SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C

Dept. No.: XVI

CONSOLIDATED

1 DEVOLUTION TRUST DATED MAY 27,  
2 1992; and DENNIS A. GEGEN AND JULIE  
3 S. GEGEN, HUSBAND AND WIFE, AS  
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN  
8 LYTLE, AS TRUSTEES OF THE LYTLE  
9 TRUST; JOHN DOES I through V; and ROE  
10 ENTITIES I through V, inclusive,

11 Defendants.

12 Presently before the Court is Plaintiffs' Motion for Order to Show Cause Why the Lytle Trust  
13 Should Not Be Held in Contempt for Violation of Court Orders ("Motion") filed by the September Trust,  
14 dated March 23, 1972 ("September Trust"), Gerry R. Zobrist and Jolin G. Zobrist, as Trustees of the  
15 Gerry R. Zobrist and Jolin G. Zobrist Family Trust ("Zobrist Trust"), Raynaldo G. Sandoval and Julie  
16 Marie Sandoval Gegen, as Trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and  
17 Devolution Trust dated May 27, 1992 ("Sandoval Trust"), and Dennis A. Gegen and Julie S. Gegen,  
18 Husband and Wife, as Joint Tenants ("Dennis & Julie Gegen") (collectively the "Plaintiffs"), the Joinders  
19 filed by Marjorie B. Boulden, Trustee of the Marjorie B. Boulden Trust, amended and restated dated July  
20 17, 1996 ("Boulden Trust") and Linda Lamothe and Jacques Lamothe, Trustees of the Jacques and Linda  
21 Lamothe Living Trust ("Lamothe Trust") and Robert Z. Disman and Yvonne A. Disman (the "Dismans"),  
22 and the Opposition and Reply thereto, which came on for hearing on April 22, 2020 at 9:00 a.m. in  
23 Department XVI of the Eighth Judicial District Court, Clark County, Nevada.

24 Wesley J. Smith, Esq. of Christensen James & Martin, Chtd. appeared on behalf of the Plaintiffs.  
25 Daniel T. Foley, Esq. of Foley & Oakes, PC appeared on behalf of the Boulden Trust and Lamothe Trust.  
26 Christina H. Wang, Esq. of Fidelity National Law Group appeared on behalf of the Dismans. Dan R.  
27 Waite, Esq. of Lewis Roca Rothgerber Christie LLP and Richard Haskin, Esq. of Gibbs Giden Locher  
28 Turner Senet & Wittbrodt LLP appeared on behalf of Trudi Lee Lytle and John Allen Lytle, as Trustees  
of the Lytle Trust ("Lytle Trust"). Patricia Lee, Esq. of Hutchison & Steffen was present on behalf of  
Kevin Singer, court appointed Receiver over the Rosemere Estates Property Owners Association

1 (“Association”), in Case No. A-18-775843-C, *Trudi Lee Lytle et al. v. Rosemere Estates Property*  
2 *Owners’ Association* (“Receivership Action”).

3 The Court having considered the Motion, Joinders, Opposition, and Reply, together with the  
4 Exhibits thereto, having heard the arguments of counsel, and with good cause appearing therefore, the  
5 Court hereby grants the Motion and Joinders and enters the following Findings of Fact, Conclusions of  
6 Law, and Order:

7 **FINDINGS OF FACT**

8 1. On April 26, 2017, this Court entered its Findings of Fact, Conclusions of Law, and Order  
9 Granting the Boulden Trust and Lamothe Trust’s Motion for Partial Summary Judgment (“April 2017  
10 Order”) against the Lytle Trust. On the Lytle Trust’s Motion for Reconsideration or, in the alternative,  
11 Motion to Alter or Amend Judgment, on July 27, 2017, this Court entered its Order Granting Motion to  
12 Alter or Amend Findings of Fact and Conclusions of Law (“July 2017 Order”) in favor of the Boulden  
13 Trust and the Lamothe Trust on their Motion for Partial Summary Judgment.<sup>1</sup> The July 2017 Order is  
14 hereby incorporated by reference.

15 2. In the July 2017 Order, the Court concluded, in part, that: the Association is a “limited  
16 purpose association” as referenced in NRS 116.1201(2); as a limited purpose association, NRS 116.3117  
17 is not applicable to the Association; as a result of the Rosemere Litigation I (referred to in the July 2017  
18 Order as the Rosemere LPA Litigation) between the Lytle Trust and the Association, the Amended  
19 CC&Rs at issue were judicially declared to have been improperly adopted and recorded, were invalid,  
20 have no force and effect, and were declared *void ab initio*; the Boulden Trust and Lamothe Trust were  
21 not parties to the Rosemere Litigation I; the Boulden Trust and Lamothe Trust were not “losing parties”  
22 in the Rosemere Litigation I per Section 25 of the Original CC&Rs; the Final Judgment in the Rosemere  
23 Litigation I against the Association in favor of the Lytle Trust is not against, and is not an obligation of,  
24  
25

26 <sup>1</sup> The April 2017 Order included an order that the Lytle Trust had slandered title. The Court  
27 subsequently determined that it had not made findings of fact or conclusions of law on this issue and  
28 amended accordingly by entering the July 2017 Order without any order on the slander of title claim.  
The slander of title claim was later dismissed by stipulation between the parties. *See* Notice of Entry of  
Stipulation and Order to Dismiss All Remaining Claims Without Prejudice filed on January 14, 2019.

1 the Boulden Trust and Lamothe Trust; and the Final Judgment against the Association in the Rosemere  
2 Litigation I is not an obligation or debt owed by the Boulden Trust and Lamothe Trust.

3 3. The July 2017 Order also included the following permanent injunction at page 7:

4 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants  
5 are permanently enjoined from recording and enforcing the Final Judgment from the Rosemere  
6 LPA Litigation or any abstracts related thereto against the Boulden Property or the Lamothe  
7 Property.

8 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants  
9 are permanently enjoined from taking any action in the future against the Plaintiffs or their  
10 properties based upon the Rosemere LPA Litigation.

11 4. The Court ordered the Lytle Trust to expunge the Abstracts of Judgment that it had  
12 recorded against properties owned by the Boulden Trust and Lamothe Trust. The Lytle Trust released  
13 the Abstracts of Judgment, but immediately recorded two *lis pendens* against the Boulden Trust and  
14 Lamothe Trust properties. Thereafter, the Lytle Trust refused to voluntarily expunge the *lis pendens* and  
15 the Boulden Trust and Lamothe Trust were forced to file a Motion to Expunge *Lis Pendens*. This Court  
16 summarily granted the Motion on June 23, 2017 and the *lis pendens* were ordered stricken, but the Lytle  
17 Trust was not held in contempt.

18 5. The Lytle Trust appealed the July 2017 Order and the Nevada Supreme Court issued an  
19 Order of Affirmance on December 4, 2018 in Case No. 73039, *Trudi Lee Lytle v. Marjorie B. Boulden*  
20 (“First Order of Affirmance”).<sup>2</sup>

21 6. After entry of the July 2017 Order, the September Trust, Zobrist Trust, Sandoval Trust,  
22 and Gegens, which also own property within the Rosemere Subdivision, approached the Lytle Trust and  
23 requested that it release the Abstracts of Judgment recorded against their properties as well. After the  
24 Lytle Trust refused to release the Abstracts of Judgment as to their properties, the September Trust,  
25 Zobrist Trust, Sandoval Trust, and Gegens filed a Complaint against the Lytle Trust in Case No. A-17-  
26 765372-C, which was consolidated with this Case (Case No. A-16-747900-C) on February 21, 2018.

27 <sup>2</sup> The Boulden Trust sold its property to the Dismans on August 4, 2017. This Court subsequently held,  
28 in an Order entered on or about December 26, 2018, that the July 2017 Order likewise applied to the  
Rosemere Litigation II Judgment, which the Lytle Trust sought to enforce against the Lamothe Trust  
and the Dismans’ and their properties after entry of the July 2017 Order.

1           7.     On May 24, 2018, this Court entered its Order Granting Motion for Summary Judgment  
2 or, in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary  
3 Judgment (“May 2018 Order”) in favor of the September Trust, Zobrist Trust, Sandoval Trust, and  
4 Gegens and against the Lytle Trust. The May 2018 Order is hereby incorporated by reference.

5           8.     In the May 2018 Order, the Court concluded, in part, that: the Association is a “limited  
6 purpose association” as referenced in NRS 116.1201(2); as a limited purpose association, NRS 116.3117,  
7 the statute upon which the Lytle Trust relied to record the Abstracts of Judgment, is not applicable to the  
8 Association; as a result of the Rosemere Litigation I between the Lytle Trust and the Association, the  
9 Amended CC&Rs at issue were judicially declared to have been improperly adopted and recorded, were  
10 invalid, have no force and effect, and were declared *void ab initio*; the September Trust, Zobrist Trust,  
11 Sandoval Trust, and Gegens were not parties to the Rosemere Litigation I, Rosemere Litigation II, or  
12 Rosemere Litigation III; the September Trust, Zobrist Trust, Sandoval Trust, and Gegens were not  
13 “losing parties” in the Rosemere Litigation I, Rosemere Litigation II, or Rosemere Litigation III per  
14 Section 25 of the Original CC&Rs; the Judgments issued in the Rosemere Litigation I, Rosemere  
15 Litigation II, or Rosemere Litigation III (collectively the “Rosemere Judgments”) against the Association  
16 in favor of the Lytle Trust are not against, and are not an obligation of, the September Trust, Zobrist  
17 Trust, Sandoval Trust, or Gegens to the Lytle Trust; and the Rosemere Judgments against the Association  
18 are not an obligation or debt owed by the September Trust, Zobrist Trust, Sandoval Trust, or Gegens to  
19 the Lytle Trust.

20           9.     The May 2018 Order, at page 10, lines 10-19, contained the following permanent  
21 injunction:

22           IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust  
23 is permanently enjoined from recording and enforcing the Judgments obtained from the  
24 Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other  
judgments obtained against the Association, against the September Property, Zobrist Property,  
Sandoval Property or Gegen Property.

25           IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust  
26 is permanently enjoined from taking any action in the future directly against the Plaintiffs or  
27 their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere  
28 Litigation III.



10. On June 19, 2018, the Lytle Trust appealed the May 2018 Order to the Nevada Supreme Court, Case No. 76198, *Trudi Lee Lytle v. September Trust, Dated March 23, 1972*. This appeal was consolidated with the Lytle Trust's subsequent appeal of an award of attorney's fees and costs in favor of the September Trust, Zobrist Trust, Sandoval Trust, and Gegens under NRS 18.010(2)(b), Case No. 77007. The Supreme Court entered its Order of Affirmance affirming the May 2018 Order and subsequent fees order on March 2, 2020 ("Second Order of Affirmance").

11. On June 8, 2018, the Lytle Trust filed a new action, Case No. A-18-775843-C, *Trudi Lee Lytle et al. v. Rosemere Estates Property Owners' Association* ("Receivership Action"), asserting claims against the Association for (a) Declaratory Judgment, and (b) Breach of Contract/Easement Agreement. The prayer for relief in the Receivership Action sought:

a. an Order declaring that the Association must continue to operate as required by the CC&Rs and Chapters 82 and 116 of the Nevada Revised Statutes, which includes, but is not limited to: 1) maintaining the landscaping in the exterior wall planters; 2) maintaining the exterior perimeter and frontage; 3) maintaining the entrance gate; 4) maintaining the private drive and sewer system; 5) ensuring that homeowners are paying their assessments; 6) seeking collection activity against any homeowners that have failed to pay their assessments; 7) paying known creditors of the Association; 8) specially assessing the homeowners to ensure that enough proceeds exist within the HOA funds to pay all known creditors assessing; and 9) any other activity required under Nevada law.

b. specific performance requiring the Association to comply with the CC&Rs, as well as other Nevada law, with respect to the Association's maintenance and day-to-day activities;

c. injunctive relief preventing the Association from violating the terms of the CC&RS, as well as other Nevada law, moving forward;

d. appointment of a receiver to handle the maintenance obligations and day-to-day activities, including the financial activities regarding assessments and creditors, until a duly constituted board may be instituted and power transitioned thereto; and

1 e. reasonable attorneys' fees, costs of suit and litigation, and such other and further  
2 relief as the Court deems just and proper

3 12. The Complaint in the Receivership Action alleges that the Association is not functioning,  
4 that the common elements of the community are not being maintained, and that "the Association has not  
5 paid known creditors of the Association, which includes, but is not limited to, the annual dues to the  
6 Nevada Secretary of State or the Nevada Department of Real Estate or the Lytles, which hold multiple  
7 judgments against the Association." Complaint at ¶ 21.

8 13. In a Renewed Application for Appointment of Receiver filed by the Lytle Trust on October  
9 24, 2019 ("Application") in the Receivership Action, the Lytle Trust asserts that one reason for a Receiver  
10 over the Association was due to the Association's refusal to pay the Rosemere Judgments, including its  
11 refusal to assess Association members, including the Plaintiffs, so the Association could pay the  
12 Rosemere Judgments. Application at 3:2-4, 5:17-18 ("Additional grounds exist because the Association  
13 is refusing to pay and refusing to assess Association members related to various monetary judgments  
14 awarded to the Lytles against the Association"), 13:19-28 ("A receiver may be appointed...[a]fter  
15 judgment, to carry the judgment into effect" (quoting NRS 32.010(3))), 14:1-2, 16-28 ("the Lytle Trust  
16 obtained judgments against the Association and a Receiver is needed to carry those judgments into  
17 effect"), 15:20-25 ("the Association has a duty...to pay its debts, including the Judgments obtained by  
18 the Lytle Trust"), 16:17-22 ("the Association is without any governing body to assess the homeowners  
19 and pay the judgments").

20 14. The Lytle Trust disclosed to the judge in the Receivership Action (the "Receivership  
21 Court") that the Amended CC&Rs had been judicially declared *void ab initio* and of no force or effect.  
22 *Id.* at 8:11-12 (the District "Court determined that the Amended CC&Rs were not properly adopted or  
23 recorded, that the Amended CC&Rs are invalid, and that the Amended CC&Rs have no force or effect");  
24 8 at n.3 ("Note, Rosemere 2 Litigation commenced more than six years *before* the Court in Rosemere 1  
25 Litigation ruled that the Amended CC&Rs were invalid.") (emphasis in original); 9:13-17 ("In granting  
26 the Lytle Trust's Motion for Attorneys' Fees, the district court in the Rosemere 1 and Rosemere 2  
27 Litigations . . . held that the Lytle Trust could recover attorneys' fees under the Amended CC&Rs because  
28

1 that document, while declared *void ab initio* by the district court, was in effect and enforced by the  
2 Association against the Lytle Trust at all times during the underlying litigation.”).

3 15. However, The Lytle Trust further argued in the Application that the Amended CC&Rs  
4 provide authority for a receiver to make special assessments on the Plaintiffs’ and other owners’  
5 properties to collect funds to pay the Rosemere Judgments. *Id.* at 11:4-28, 13:1-17, 17:1-9. The Lytle  
6 Trust’s Application included a section heading in its Statement of Fact section titled “The Amended  
7 CC&Rs Grant the Association Authority to Assess Each Unit for Payment of Judgments Against the  
8 Association.” *Id.* at 11:4-5. The Lytle Trust also represented that “the District Court already ruled that  
9 the Association is liable for attorneys’ fees, costs and damages pursuant to the Amended CC&Rs, which  
10 provide the Association with the ability to specially assess each property (unit) for the costs of the  
11 judgments. Amended CC&Rs ¶ 10.11, Exhibit 16.” *Id.* at 17:6-9.

12 16. The Lytle Trust did not inform the Receivership Court about this Case, the July 2017 Order,  
13 May 2018 Order, or the Orders of Affirmance.<sup>3</sup> The Lytle Trust did not inform the Receivership Court  
14 that this Court had issued permanent injunctions against the Lytle Trust relating to enforcement of the  
15 Rosemere Judgments against the Plaintiffs, the Boulden Trust, the Lamothe Trust, the Dismans, or their  
16 properties.

17 17. On December 18, 2019, based on the Lytle Trust’s Application, the Receivership Court  
18 entered an Order Appointing a Receiver of Defendant Rosemere Property Owners Association (“Order  
19 Appointing Receiver”). The Order Appointing Receiver, drafted by the Lytle Trust, directs the Receiver  
20 to “[i]ssue and collect a special assessment upon all owners within the Association to satisfy the Lytle  
21 Trust’s judgments against the Association.” Order Appointing Receiver at 2:19-20. It further empowers  
22 the Receiver with “the authority to assess all Association unit owners to pay for any operation costs or  
23 to pay for judgments against the Association. If an Association member does not pay an assessment then  
24 the Receiver may proceed to foreclose on said member’s ownership interest in the property.” *Id.* at 6:4-  
25 7.

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27 <sup>3</sup> The Court notes that the Second Order of Affirmance was issued after entry of the Order Appointing  
28 Receiver and the Lytle Trust could not have informed the Receivership Court of it prior to entry of the  
Order Appointing Receiver.

19. On January 29, 2020, counsel for Plaintiffs sent a letter to the Receiver, with a copy to counsel for the Lytle Trust, notifying the Receiver that the Orders and Permanent Injunctions issued in this Case prevent further effort to collect the Rosemere Judgments from the Plaintiffs or other property owners. The Plaintiffs expressed their belief this effort to assess the property owners to pay the Rosemere Judgments violated this Court's Orders and demanded that the Receiver cease and desist.

20. On March 4, 2020, the Plaintiffs filed the instant Motion informing the Court about the Lytle Trust's actions and seeking sanctions for violation of this Court's May 2018 Order. The Boulden Trust and Lamothe Trust filed a Joinder to the Motion on March 5, 2020.<sup>5</sup> The Dismans filed a Joinder to the Motion on March 6, 2020.

21. The Association has never been a party to this Case.

18 CONCLUSIONS OF LAW

1. This case has a history, such as the filing of the *lis pendens* against the Boulden Trust and Lamothe Trust properties after the Court had ordered the expungement of the Abstracts of Judgment and continued enforcement of the Abstracts of Judgment against the September Trust, Zobrist Trust, Sandoval Trust, and Gegens' properties after entry of the July 2017 Order, that demonstrates that the Lytle Trust does not respect this Court's Orders.

26 <sup>4</sup> At the time, the Boulden Trust and Lamothe Trust no longer held title to any property within the Rosemere Subdivision, having sold their properties on August 4, 2017, and May 1, 2019, respectively.

27 <sup>5</sup> After the hearing on the Motion but prior to entry of this Order, the Boulden Trust and the Lamothe  
28 Trust withdrew their Joinders pursuant to a settlement with the Lytle Trust. Therefore, the Boulden  
Trust and Lamothe Trust are no longer considered movants for purposes of the relief granted herein.

2. This Court has inherent power to enforce its decrees, orders and judgments. A party is required to adhere to court orders, even disagreeable or erroneous orders, until terminated or overturned.

3. The proper course of action if a party disagrees with a Court order is to appeal.

4. The May 2018 Order must be obeyed by the Lytle Trust.

5. Each paragraph, each finding of fact, and each conclusion of law in the May 2018 Order must be given its plain meaning, and each paragraph of that Order's permanent injunction must be obeyed by the Lytle Trust.

6. As a result of the Findings of Fact and Conclusions of Law in the May 2018 Order, there were specific orders which are not mutually exclusive. Each issue ordered by the Court should be given its meaning, and they are not in conflict.

7. The Court's factual determinations and conclusions of law culminated with the permanent injunction language starting at Page 10, Line 10 of the May 2018 Order, which stated:

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from recording and enforcing the Judgments obtained from the Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other judgments obtained against the Association, against the September Property, Zobrist Property, Sandoval Property or Gegen Property.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from taking any action in the future directly against the Plaintiffs or their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere Litigation III.

8. These paragraphs are not mutually exclusive and each must be obeyed by the Lytle Trust.

9. The Findings of Fact, Conclusions of Law, and Orders contained in the May 2018 Order, including the permanent injunctions, are clear, specific and unambiguous as to what the parties could and could not do in this case. Further, the terms of the permanent injunction are specific and definite so that the Lytle Trust could readily know exactly what duties or obligations were imposed on it.

10. The May 2018 Order's permanent injunction clearly precluded the Lytle Trust from doing anything as it relates to enforcing and recording the Rosemere Judgments against the Plaintiffs and Dismans or their properties.

11. Indeed, the Lytle Trust has no judgment creditor rights to try to collect the Rosemere Judgments from the Plaintiffs or Dismans in any way, shape, or form.

12. The Plaintiffs have demonstrated by clear and convincing evidence that the Lytle Trust violated the clear and specific terms of the permanent injunction found in the May 2018 Order when it initiated an action against the Association that included a prayer for appointment of a receiver, applied for appointment of a receiver, and argued that the Association, through the Receiver, could make special assessments on the Plaintiffs' and other property owners for the purpose of paying the Rosemere Judgments, all while failing to inform the Receivership Court of this Case, this Court's Orders, or that the Lytle Trust had been enjoined from enforcing the Rosemere Judgments against the Plaintiffs, the Boulden Trust, the Lamothe Trust, and the Dismans, or their properties.

13. The Lytle Trust's actions, as stated in the Findings of Fact and set forth herein, directly and indirectly violated the May 2018 Order.

14. Any references to the power of assessment exercised by the Association, or the Receiver on behalf of the Association, against the individual homeowners for payment of the Rosemere Judgments in the Order Appointing Receiver, as advocated for and drafted by the Lytle Trust, directly and indirectly violates the May 2018 Order.

15. The Lytle Trust has failed to show why it was unable to comply with the May 2018 Order.

16. The Lytle Trust has failed to demonstrate how its actions did not violate the clear and specific terms of the May 2018 Order.

17. A party may be held in contempt of court for disobedience or resistance to any lawful order issued by the court. NRS 22.010(3)

18. "[I]f a person is found guilty of contempt, a fine may be imposed on the person not exceeding \$500 or the person may be imprisoned not exceeding 25 days, or both." NRS 22.100(2).

19. In addition, the court may award "reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt." NRS 22.100(3).

### **ORDER**

Based upon the Findings of Fact and Conclusions of Law above, and good cause appearing therefore,

1           **IT IS HEREBY ORDERED ADJUDGED AND DECREED** that Plaintiffs' Motion for Order  
2 to Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of Court Orders, as  
3 well as the Joinders thereto filed by the Boulden Trust, the Lamothe Trust, and the Dismans, are  
4 GRANTED.

5           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
6 violated the May 2018 Order.

7           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
8 is in contempt of the May 2018 Order.

9           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
10 shall pay a \$500 penalty to each movant for violation of the May 2018 Order; specifically, \$500 payable  
11 to the September Trust, \$500 payable to the Zobrist Trust, \$500 payable to the Sandoval Trust, \$500  
12 payable to the Gegens, and \$500 payable to the Dismans.

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1           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the September  
2 Trust, Zobrist Trust, Sandoval Trust, Gegens, and Dismans, may file applications for their reasonable  
3 expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt.  
4 The Court will consider such applications on the merits.

5           **IT IS SO ORDERED.**

6           Dated this 22 day of May, 2020.

7   
8 DISTRICT COURT JUDGE  
9 CG

9           **Submitted by:**

10          **CHRISTENSEN JAMES & MARTIN**

11          /s/ Wesley J. Smith

12          Wesley J. Smith, Esq.  
13          Nevada Bar No. 11871  
14          Laura J. Wolff, Esq.  
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18          Attorneys for Plaintiffs September Trust,  
19          Zobrist Trust, Sandoval Trust, and  
20          Dennis & Julie Gegen

9           **Approved as to Form and Content by:**

10          **FIDELITY NATIONAL LAW GROUP**

11          /s/ Christina H. Wang

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**RE: Case No. A-16-747800-C - Boulden v. Lytle - ORDR - Proposed Order Granting Plaintiffs' Motion for Order to Show Cause**

Wang, Christina <Christina.Wang@fnf.com>

Mon 5/18/2020 9:52 AM

To: Wesley Smith <wes@cjmlv.com>

Cc: Engelman, Lace <Lace.Engelman@fnf.com>

Approved – thanks.

Christina H. Wang

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---

**From:** Wesley Smith <wes@cjmlv.com>

**Sent:** Monday, May 18, 2020 9:45 AM

**To:** Wang, Christina <Christina.Wang@fnf.com>

**Cc:** Engelman, Lace <Lace.Engelman@fnf.com>

**Subject:** Re: Case No. A-16-747800-C - Boulden v. Lytle - ORDR - Proposed Order Granting Plaintiffs' Motion for Order to Show Cause

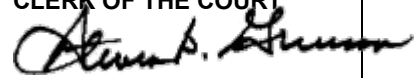
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Christina,

Per our discussion, can you please approve this version which adds the date to footnote 2?

Wes Smith

Christensen James & Martin



**ORDR**  
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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust  
and Dennis & Julie Gegen*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

TRUDI LEE LYTLE, JOHN ALLEN  
LYTLE, THE LYTLE TRUST, DOES I  
through X, and ROE CORPORATIONS I  
through X,

Defendants.

Case No.: A-16-747800-C  
Dept. No.: XVI

**ORDER GRANTING PLAINTIFFS'  
MOTION FOR ORDER TO SHOW  
CAUSE WHY THE LYTLE TRUST  
SHOULD NOT BE HELD IN  
CONTEMPT FOR VIOLATION OF  
COURT ORDERS**

Date: April 22, 2020  
Time: 9:00 a.m.

SEPTEMBER TRUST, DATED MARCH 23,  
1972; GERRY R. ZOBRIST AND JOLIN G.  
ZOBRIST, AS TRUSTEES OF THE GERRY  
R. ZOBRIST AND JOLIN G. ZOBRIST  
FAMILY TRUST; RAYNALDO G.  
SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C  
Dept. No.: XVI

CONSOLIDATED

1 DEVOLUTION TRUST DATED MAY 27,  
2 1992; and DENNIS A. GEGEN AND JULIE  
3 S. GEGEN, HUSBAND AND WIFE, AS  
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN  
8 LYTLE, AS TRUSTEES OF THE LYTLE  
9 TRUST; JOHN DOES I through V; and ROE  
10 ENTITIES I through V, inclusive,

11 Defendants.

12 Presently before the Court is Plaintiffs' Motion for Order to Show Cause Why the Lytle Trust  
13 Should Not Be Held in Contempt for Violation of Court Orders ("Motion") filed by the September Trust,  
14 dated March 23, 1972 ("September Trust"), Gerry R. Zobrist and Jolin G. Zobrist, as Trustees of the  
15 Gerry R. Zobrist and Jolin G. Zobrist Family Trust ("Zobrist Trust"), Raynaldo G. Sandoval and Julie  
16 Marie Sandoval Gegen, as Trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and  
17 Devolution Trust dated May 27, 1992 ("Sandoval Trust"), and Dennis A. Gegen and Julie S. Gegen,  
18 Husband and Wife, as Joint Tenants ("Dennis & Julie Gegen") (collectively the "Plaintiffs"), the Joinders  
19 filed by Marjorie B. Boulden, Trustee of the Marjorie B. Boulden Trust, amended and restated dated July  
20 17, 1996 ("Boulden Trust") and Linda Lamothe and Jacques Lamothe, Trustees of the Jacques and Linda  
21 Lamothe Living Trust ("Lamothe Trust") and Robert Z. Disman and Yvonne A. Disman (the "Dismans"),  
22 and the Opposition and Reply thereto, which came on for hearing on April 22, 2020 at 9:00 a.m. in  
23 Department XVI of the Eighth Judicial District Court, Clark County, Nevada.

24 Wesley J. Smith, Esq. of Christensen James & Martin, Chtd. appeared on behalf of the Plaintiffs.  
25 Daniel T. Foley, Esq. of Foley & Oakes, PC appeared on behalf of the Boulden Trust and Lamothe Trust.  
26 Christina H. Wang, Esq. of Fidelity National Law Group appeared on behalf of the Dismans. Dan R.  
27 Waite, Esq. of Lewis Roca Rothgerber Christie LLP and Richard Haskin, Esq. of Gibbs Giden Locher  
28 Turner Senet & Wittbrodt LLP appeared on behalf of Trudi Lee Lytle and John Allen Lytle, as Trustees  
of the Lytle Trust ("Lytle Trust"). Patricia Lee, Esq. of Hutchison & Steffen was present on behalf of  
Kevin Singer, court appointed Receiver over the Rosemere Estates Property Owners Association

1 (“Association”), in Case No. A-18-775843-C, *Trudi Lee Lytle et al. v. Rosemere Estates Property*  
2 *Owners’ Association* (“Receivership Action”).

3 The Court having considered the Motion, Joinders, Opposition, and Reply, together with the  
4 Exhibits thereto, having heard the arguments of counsel, and with good cause appearing therefore, the  
5 Court hereby grants the Motion and Joinders and enters the following Findings of Fact, Conclusions of  
6 Law, and Order:

7 **FINDINGS OF FACT**

8 1. On April 26, 2017, this Court entered its Findings of Fact, Conclusions of Law, and Order  
9 Granting the Boulden Trust and Lamothe Trust’s Motion for Partial Summary Judgment (“April 2017  
10 Order”) against the Lytle Trust. On the Lytle Trust’s Motion for Reconsideration or, in the alternative,  
11 Motion to Alter or Amend Judgment, on July 27, 2017, this Court entered its Order Granting Motion to  
12 Alter or Amend Findings of Fact and Conclusions of Law (“July 2017 Order”) in favor of the Boulden  
13 Trust and the Lamothe Trust on their Motion for Partial Summary Judgment.<sup>1</sup> The July 2017 Order is  
14 hereby incorporated by reference.

15 2. In the July 2017 Order, the Court concluded, in part, that: the Association is a “limited  
16 purpose association” as referenced in NRS 116.1201(2); as a limited purpose association, NRS 116.3117  
17 is not applicable to the Association; as a result of the Rosemere Litigation I (referred to in the July 2017  
18 Order as the Rosemere LPA Litigation) between the Lytle Trust and the Association, the Amended  
19 CC&Rs at issue were judicially declared to have been improperly adopted and recorded, were invalid,  
20 have no force and effect, and were declared *void ab initio*; the Boulden Trust and Lamothe Trust were  
21 not parties to the Rosemere Litigation I; the Boulden Trust and Lamothe Trust were not “losing parties”  
22 in the Rosemere Litigation I per Section 25 of the Original CC&Rs; the Final Judgment in the Rosemere  
23 Litigation I against the Association in favor of the Lytle Trust is not against, and is not an obligation of,  
24  
25

26 <sup>1</sup> The April 2017 Order included an order that the Lytle Trust had slandered title. The Court  
27 subsequently determined that it had not made findings of fact or conclusions of law on this issue and  
28 amended accordingly by entering the July 2017 Order without any order on the slander of title claim.  
The slander of title claim was later dismissed by stipulation between the parties. *See* Notice of Entry of  
Stipulation and Order to Dismiss All Remaining Claims Without Prejudice filed on January 14, 2019.

1 the Boulden Trust and Lamothe Trust; and the Final Judgment against the Association in the Rosemere  
2 Litigation I is not an obligation or debt owed by the Boulden Trust and Lamothe Trust.

3 3. The July 2017 Order also included the following permanent injunction at page 7:

4 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants  
5 are permanently enjoined from recording and enforcing the Final Judgment from the Rosemere  
6 LPA Litigation or any abstracts related thereto against the Boulden Property or the Lamothe  
7 Property.

8 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants  
9 are permanently enjoined from taking any action in the future against the Plaintiffs or their  
10 properties based upon the Rosemere LPA Litigation.

11 4. The Court ordered the Lytle Trust to expunge the Abstracts of Judgment that it had  
12 recorded against properties owned by the Boulden Trust and Lamothe Trust. The Lytle Trust released  
13 the Abstracts of Judgment, but immediately recorded two *lis pendens* against the Boulden Trust and  
14 Lamothe Trust properties. Thereafter, the Lytle Trust refused to voluntarily expunge the *lis pendens* and  
15 the Boulden Trust and Lamothe Trust were forced to file a Motion to Expunge *Lis Pendens*. This Court  
16 summarily granted the Motion on June 23, 2017 and the *lis pendens* were ordered stricken, but the Lytle  
17 Trust was not held in contempt.

18 5. The Lytle Trust appealed the July 2017 Order and the Nevada Supreme Court issued an  
19 Order of Affirmance on December 4, 2018 in Case No. 73039, *Trudi Lee Lytle v. Marjorie B. Boulden*  
20 (“First Order of Affirmance”).<sup>2</sup>

21 6. After entry of the July 2017 Order, the September Trust, Zobrist Trust, Sandoval Trust,  
22 and Gegens, which also own property within the Rosemere Subdivision, approached the Lytle Trust and  
23 requested that it release the Abstracts of Judgment recorded against their properties as well. After the  
24 Lytle Trust refused to release the Abstracts of Judgment as to their properties, the September Trust,  
25 Zobrist Trust, Sandoval Trust, and Gegens filed a Complaint against the Lytle Trust in Case No. A-17-  
26 765372-C, which was consolidated with this Case (Case No. A-16-747900-C) on February 21, 2018.

27 <sup>2</sup> The Boulden Trust sold its property to the Dismans on August 4, 2017. This Court subsequently held,  
28 in an Order entered on or about December 26, 2018, that the July 2017 Order likewise applied to the  
Rosemere Litigation II Judgment, which the Lytle Trust sought to enforce against the Lamothe Trust  
and the Dismans’ and their properties after entry of the July 2017 Order.

1           7.     On May 24, 2018, this Court entered its Order Granting Motion for Summary Judgment  
2 or, in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary  
3 Judgment (“May 2018 Order”) in favor of the September Trust, Zobrist Trust, Sandoval Trust, and  
4 Gegens and against the Lytle Trust. The May 2018 Order is hereby incorporated by reference.

5           8.     In the May 2018 Order, the Court concluded, in part, that: the Association is a “limited  
6 purpose association” as referenced in NRS 116.1201(2); as a limited purpose association, NRS 116.3117,  
7 the statute upon which the Lytle Trust relied to record the Abstracts of Judgment, is not applicable to the  
8 Association; as a result of the Rosemere Litigation I between the Lytle Trust and the Association, the  
9 Amended CC&Rs at issue were judicially declared to have been improperly adopted and recorded, were  
10 invalid, have no force and effect, and were declared *void ab initio*; the September Trust, Zobrist Trust,  
11 Sandoval Trust, and Gegens were not parties to the Rosemere Litigation I, Rosemere Litigation II, or  
12 Rosemere Litigation III; the September Trust, Zobrist Trust, Sandoval Trust, and Gegens were not  
13 “losing parties” in the Rosemere Litigation I, Rosemere Litigation II, or Rosemere Litigation III per  
14 Section 25 of the Original CC&Rs; the Judgments issued in the Rosemere Litigation I, Rosemere  
15 Litigation II, or Rosemere Litigation III (collectively the “Rosemere Judgments”) against the Association  
16 in favor of the Lytle Trust are not against, and are not an obligation of, the September Trust, Zobrist  
17 Trust, Sandoval Trust, or Gegens to the Lytle Trust; and the Rosemere Judgments against the Association  
18 are not an obligation or debt owed by the September Trust, Zobrist Trust, Sandoval Trust, or Gegens to  
19 the Lytle Trust.

20           9.     The May 2018 Order, at page 10, lines 10-19, contained the following permanent  
21 injunction:

22           IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust  
23 is permanently enjoined from recording and enforcing the Judgments obtained from the  
24 Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other  
judgments obtained against the Association, against the September Property, Zobrist Property,  
Sandoval Property or Gegen Property.

25           IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust  
26 is permanently enjoined from taking any action in the future directly against the Plaintiffs or  
27 their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere  
28 Litigation III.

10. On June 19, 2018, the Lytle Trust appealed the May 2018 Order to the Nevada Supreme Court, Case No. 76198, *Trudi Lee Lytle v. September Trust, Dated March 23, 1972*. This appeal was consolidated with the Lytle Trust's subsequent appeal of an award of attorney's fees and costs in favor of the September Trust, Zobrist Trust, Sandoval Trust, and Gegens under NRS 18.010(2)(b), Case No. 77007. The Supreme Court entered its Order of Affirmance affirming the May 2018 Order and subsequent fees order on March 2, 2020 ("Second Order of Affirmance").

11. On June 8, 2018, the Lytle Trust filed a new action, Case No. A-18-775843-C, *Trudi Lee Lytle et al. v. Rosemere Estates Property Owners' Association* ("Receivership Action"), asserting claims against the Association for (a) Declaratory Judgment, and (b) Breach of Contract/Easement Agreement. The prayer for relief in the Receivership Action sought:

a. an Order declaring that the Association must continue to operate as required by the CC&Rs and Chapters 82 and 116 of the Nevada Revised Statutes, which includes, but is not limited to: 1) maintaining the landscaping in the exterior wall planters; 2) maintaining the exterior perimeter and frontage; 3) maintaining the entrance gate; 4) maintaining the private drive and sewer system; 5) ensuring that homeowners are paying their assessments; 6) seeking collection activity against any homeowners that have failed to pay their assessments; 7) paying known creditors of the Association; 8) specially assessing the homeowners to ensure that enough proceeds exist within the HOA funds to pay all known creditors assessing; and 9) any other activity required under Nevada law.

b. specific performance requiring the Association to comply with the CC&Rs, as well as other Nevada law, with respect to the Association's maintenance and day-to-day activities;

c. injunctive relief preventing the Association from violating the terms of the CC&RS, as well as other Nevada law, moving forward;

d. appointment of a receiver to handle the maintenance obligations and day-to-day activities, including the financial activities regarding assessments and creditors, until a duly constituted board may be instituted and power transitioned thereto; and

1 e. reasonable attorneys' fees, costs of suit and litigation, and such other and further  
2 relief as the Court deems just and proper

3 12. The Complaint in the Receivership Action alleges that the Association is not functioning,  
4 that the common elements of the community are not being maintained, and that "the Association has not  
5 paid known creditors of the Association, which includes, but is not limited to, the annual dues to the  
6 Nevada Secretary of State or the Nevada Department of Real Estate or the Lytles, which hold multiple  
7 judgments against the Association." Complaint at ¶ 21.

8 13. In a Renewed Application for Appointment of Receiver filed by the Lytle Trust on October  
9 24, 2019 ("Application") in the Receivership Action, the Lytle Trust asserts that one reason for a Receiver  
10 over the Association was due to the Association's refusal to pay the Rosemere Judgments, including its  
11 refusal to assess Association members, including the Plaintiffs, so the Association could pay the  
12 Rosemere Judgments. Application at 3:2-4, 5:17-18 ("Additional grounds exist because the Association  
13 is refusing to pay and refusing to assess Association members related to various monetary judgments  
14 awarded to the Lytles against the Association"), 13:19-28 ("A receiver may be appointed...[a]fter  
15 judgment, to carry the judgment into effect" (quoting NRS 32.010(3))), 14:1-2, 16-28 ("the Lytle Trust  
16 obtained judgments against the Association and a Receiver is needed to carry those judgments into  
17 effect"), 15:20-25 ("the Association has a duty...to pay its debts, including the Judgments obtained by  
18 the Lytle Trust"), 16:17-22 ("the Association is without any governing body to assess the homeowners  
19 and pay the judgments").

20 14. The Lytle Trust disclosed to the judge in the Receivership Action (the "Receivership  
21 Court") that the Amended CC&Rs had been judicially declared *void ab initio* and of no force or effect.  
22 *Id.* at 8:11-12 (the District "Court determined that the Amended CC&Rs were not properly adopted or  
23 recorded, that the Amended CC&Rs are invalid, and that the Amended CC&Rs have no force or effect");  
24 8 at n.3 ("Note, Rosemere 2 Litigation commenced more than six years *before* the Court in Rosemere 1  
25 Litigation ruled that the Amended CC&Rs were invalid.") (emphasis in original); 9:13-17 ("In granting  
26 the Lytle Trust's Motion for Attorneys' Fees, the district court in the Rosemere 1 and Rosemere 2  
27 Litigations . . . held that the Lytle Trust could recover attorneys' fees under the Amended CC&Rs because  
28



1 that document, while declared *void ab initio* by the district court, was in effect and enforced by the  
2 Association against the Lytle Trust at all times during the underlying litigation.”).

3 15. However, The Lytle Trust further argued in the Application that the Amended CC&Rs  
4 provide authority for a receiver to make special assessments on the Plaintiffs’ and other owners’  
5 properties to collect funds to pay the Rosemere Judgments. *Id.* at 11:4-28, 13:1-17, 17:1-9. The Lytle  
6 Trust’s Application included a section heading in its Statement of Fact section titled “The Amended  
7 CC&Rs Grant the Association Authority to Assess Each Unit for Payment of Judgments Against the  
8 Association.” *Id.* at 11:4-5. The Lytle Trust also represented that “the District Court already ruled that  
9 the Association is liable for attorneys’ fees, costs and damages pursuant to the Amended CC&Rs, which  
10 provide the Association with the ability to specially assess each property (unit) for the costs of the  
11 judgments. Amended CC&Rs ¶ 10.11, Exhibit 16.” *Id.* at 17:6-9.

12 16. The Lytle Trust did not inform the Receivership Court about this Case, the July 2017 Order,  
13 May 2018 Order, or the Orders of Affirmance.<sup>3</sup> The Lytle Trust did not inform the Receivership Court  
14 that this Court had issued permanent injunctions against the Lytle Trust relating to enforcement of the  
15 Rosemere Judgments against the Plaintiffs, the Boulden Trust, the Lamothe Trust, the Dismans, or their  
16 properties.

17 17. On December 18, 2019, based on the Lytle Trust’s Application, the Receivership Court  
18 entered an Order Appointing a Receiver of Defendant Rosemere Property Owners Association (“Order  
19 Appointing Receiver”). The Order Appointing Receiver, drafted by the Lytle Trust, directs the Receiver  
20 to “[i]ssue and collect a special assessment upon all owners within the Association to satisfy the Lytle  
21 Trust’s judgments against the Association.” Order Appointing Receiver at 2:19-20. It further empowers  
22 the Receiver with “the authority to assess all Association unit owners to pay for any operation costs or  
23 to pay for judgments against the Association. If an Association member does not pay an assessment then  
24 the Receiver may proceed to foreclose on said member’s ownership interest in the property.” *Id.* at 6:4-  
25 7.

---

27 <sup>3</sup> The Court notes that the Second Order of Affirmance was issued after entry of the Order Appointing  
28 Receiver and the Lytle Trust could not have informed the Receivership Court of it prior to entry of the  
Order Appointing Receiver.

19. On January 29, 2020, counsel for Plaintiffs sent a letter to the Receiver, with a copy to counsel for the Lytle Trust, notifying the Receiver that the Orders and Permanent Injunctions issued in this Case prevent further effort to collect the Rosemere Judgments from the Plaintiffs or other property owners. The Plaintiffs expressed their belief this effort to assess the property owners to pay the Rosemere Judgments violated this Court's Orders and demanded that the Receiver cease and desist.

20. On March 4, 2020, the Plaintiffs filed the instant Motion informing the Court about the Lytle Trust's actions and seeking sanctions for violation of this Court's May 2018 Order. The Boulden Trust and Lamothe Trust filed a Joinder to the Motion on March 5, 2020.<sup>5</sup> The Dismans filed a Joinder to the Motion on March 6, 2020.

21. The Association has never been a party to this Case.

## CONCLUSIONS OF LAW

1. This case has a history, such as the filing of the *lis pendens* against the Boulden Trust and Lamothe Trust properties after the Court had ordered the expungement of the Abstracts of Judgment and continued enforcement of the Abstracts of Judgment against the September Trust, Zobrist Trust, Sandoval Trust, and Gegens' properties after entry of the July 2017 Order, that demonstrates that the Lytle Trust does not respect this Court's Orders.

<sup>4</sup> At the time, the Boulden Trust and Lamothe Trust no longer held title to any property within the Rosemere Subdivision, having sold their properties on August 4, 2017, and May 1, 2019, respectively.

<sup>5</sup> After the hearing on the Motion but prior to entry of this Order, the Boulden Trust and the Lamothe Trust withdrew their Joinders pursuant to a settlement with the Lytle Trust. Therefore, the Boulden Trust and Lamothe Trust are no longer considered movants for purposes of the relief granted herein.

2. This Court has inherent power to enforce its decrees, orders and judgments. A party is required to adhere to court orders, even disagreeable or erroneous orders, until terminated or overturned.

3. The proper course of action if a party disagrees with a Court order is to appeal.

4. The May 2018 Order must be obeyed by the Lytle Trust.

5. Each paragraph, each finding of fact, and each conclusion of law in the May 2018 Order must be given its plain meaning, and each paragraph of that Order's permanent injunction must be obeyed by the Lytle Trust.

6. As a result of the Findings of Fact and Conclusions of Law in the May 2018 Order, there were specific orders which are not mutually exclusive. Each issue ordered by the Court should be given its meaning, and they are not in conflict.

7. The Court's factual determinations and conclusions of law culminated with the permanent injunction language starting at Page 10, Line 10 of the May 2018 Order, which stated:

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from recording and enforcing the Judgments obtained from the Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other judgments obtained against the Association, against the September Property, Zobrist Property, Sandoval Property or Gegen Property.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from taking any action in the future directly against the Plaintiffs or their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere Litigation III.

8. These paragraphs are not mutually exclusive and each must be obeyed by the Lytle Trust.

9. The Findings of Fact, Conclusions of Law, and Orders contained in the May 2018 Order, including the permanent injunctions, are clear, specific and unambiguous as to what the parties could and could not do in this case. Further, the terms of the permanent injunction are specific and definite so that the Lytle Trust could readily know exactly what duties or obligations were imposed on it.

10. The May 2018 Order's permanent injunction clearly precluded the Lytle Trust from doing anything as it relates to enforcing and recording the Rosemere Judgments against the Plaintiffs and Dismans or their properties.

11. Indeed, the Lytle Trust has no judgment creditor rights to try to collect the Rosemere Judgments from the Plaintiffs or Dismans in any way, shape, or form.

12. The Plaintiffs have demonstrated by clear and convincing evidence that the Lytle Trust violated the clear and specific terms of the permanent injunction found in the May 2018 Order when it initiated an action against the Association that included a prayer for appointment of a receiver, applied for appointment of a receiver, and argued that the Association, through the Receiver, could make special assessments on the Plaintiffs' and other property owners for the purpose of paying the Rosemere Judgments, all while failing to inform the Receivership Court of this Case, this Court's Orders, or that the Lytle Trust had been enjoined from enforcing the Rosemere Judgments against the Plaintiffs, the Boulden Trust, the Lamothe Trust, and the Dismans, or their properties.

13. The Lytle Trust's actions, as stated in the Findings of Fact and set forth herein, directly and indirectly violated the May 2018 Order.

14. Any references to the power of assessment exercised by the Association, or the Receiver on behalf of the Association, against the individual homeowners for payment of the Rosemere Judgments in the Order Appointing Receiver, as advocated for and drafted by the Lytle Trust, directly and indirectly violates the May 2018 Order.

15. The Lytle Trust has failed to show why it was unable to comply with the May 2018 Order.

16. The Lytle Trust has failed to demonstrate how its actions did not violate the clear and specific terms of the May 2018 Order.

17. A party may be held in contempt of court for disobedience or resistance to any lawful order issued by the court. NRS 22.010(3)

18. "[I]f a person is found guilty of contempt, a fine may be imposed on the person not exceeding \$500 or the person may be imprisoned not exceeding 25 days, or both." NRS 22.100(2).

19. In addition, the court may award "reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt." NRS 22.100(3).

### **ORDER**

Based upon the Findings of Fact and Conclusions of Law above, and good cause appearing therefore,

1           **IT IS HEREBY ORDERED ADJUDGED AND DECREED** that Plaintiffs' Motion for Order  
2 to Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of Court Orders, as  
3 well as the Joinders thereto filed by the Boulden Trust, the Lamothe Trust, and the Dismans, are  
4 GRANTED.

5           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
6 violated the May 2018 Order.

7           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
8 is in contempt of the May 2018 Order.

9           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
10 shall pay a \$500 penalty to each movant for violation of the May 2018 Order; specifically, \$500 payable  
11 to the September Trust, \$500 payable to the Zobrist Trust, \$500 payable to the Sandoval Trust, \$500  
12 payable to the Gegens, and \$500 payable to the Dismans.

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1           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the September  
2 Trust, Zobrist Trust, Sandoval Trust, Gegens, and Dismans, may file applications for their reasonable  
3 expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt.  
4 The Court will consider such applications on the merits.

5           **IT IS SO ORDERED.**

6           Dated this 22 day of May, 2020.

7   
8 DISTRICT COURT JUDGE  
9 CG

9           **Submitted by:**

10          **CHRISTENSEN JAMES & MARTIN**

11          /s/ Wesley J. Smith

12 Wesley J. Smith, Esq.  
13 Nevada Bar No. 11871  
14 Laura J. Wolff, Esq.  
15 Nevada Bar No. 6869  
16 7440 W. Sahara Ave.  
17 Las Vegas, NV 89117  
18 *Attorneys for Plaintiffs September Trust,*  
19 *Zobrist Trust, Sandoval Trust, and*  
20 *Dennis & Julie Gegen*

9           **Approved as to Form and Content by:**

10          **FIDELITY NATIONAL LAW GROUP**

11          /s/ Christina H. Wang

12 CHRISTINA H. WANG, ESQ.  
13 Nevada Bar No. 9713  
14 8363 W. Sunset Road, Suite 120  
15 Las Vegas, Nevada 89113  
16 *Attorneys for Robert & Yvonne Disman*

16          **Reviewed by Not Approved by:**

17          **LEWIS ROCA ROTHBERGER CHRISTIE**  
18          **LLP**

19          Reviewed But Not Approved

20 DAN R. WAITE, ESQ.  
21 Nevada Bar 4078  
22 3993 Howard Hughes Parkway, Suite 600  
23 Las Vegas, Nevada 89169  
24 *Attorneys for Lytle Trust*

**RE: Case No. A-16-747800-C - Boulden v. Lytle - ORDR - Proposed Order Granting Plaintiffs' Motion for Order to Show Cause**

Wang, Christina <Christina.Wang@fnf.com>

Mon 5/18/2020 9:52 AM

To: Wesley Smith <wes@cjmlv.com>

Cc: Engelman, Lace <Lace.Engelman@fnf.com>

Approved – thanks.

Christina H. Wang

Litigation Counsel

Fidelity National Law Group

8363 W. Sunset Road, Suite 120

Las Vegas, Nevada 89113

702-667-3000 (Main)

702-667-3002 (Direct)

702-938-8721 (Fax)

[christina.wang@fnf.com](mailto:christina.wang@fnf.com)

**PLEASE NOTE THAT OUR OFFICE HAS MOVED TO THE ABOVE ADDRESS.**

*The Law Division of Alamo Title Insurance, Chicago Title Insurance Co., Commonwealth Land Title Insurance Co., Fidelity National Title Insurance Co., and Fidelity National Title Group, Inc.*

*THIS ELECTRONIC MAIL MESSAGE AND ANY ATTACHMENTS ARE INTENDED ONLY FOR THE USE OF THE ADDRESSEE(S) NAMED ABOVE AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT AN INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THIS E-MAIL TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU RECEIVED THIS E-MAIL MESSAGE IN ERROR, PLEASE IMMEDIATELY NOTIFY THE SENDER BY REPLYING TO THIS MESSAGE OR BY TELEPHONE. THANK YOU.*

---

**From:** Wesley Smith <wes@cjmlv.com>

**Sent:** Monday, May 18, 2020 9:45 AM

**To:** Wang, Christina <Christina.Wang@fnf.com>

**Cc:** Engelman, Lace <Lace.Engelman@fnf.com>

**Subject:** Re: Case No. A-16-747800-C - Boulden v. Lytle - ORDR - Proposed Order Granting Plaintiffs' Motion for Order to Show Cause

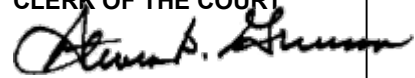
**IMPORTANT NOTICE** - This message sourced from an external mail server outside of the Company.

Christina,

Per our discussion, can you please approve this version which adds the date to footnote 2?

Wes Smith

Christensen James & Martin



**CSERV**  
JOEL D. HENRIOD  
Nevada Bar No. 8492  
DANIEL F. POLSENBERG  
Nevada Bar No. 2376  
DAN R. WAITE  
Nevada Bar No. 4078  
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[DPolsenberg@LRRC.com](mailto:DPolsenberg@LRRC.com)  
[DWaite@LRRC.com](mailto:DWaite@LRRC.com)

*Attorneys for Defendants Trudi Lee Lytle and  
John Allen Lytle, as Trustees of the Lytle Trust*

DISTRICT COURT  
CLARK COUNTY, NEVADA

MARJORIE B. BOULDEN, trustee of the  
Marjorie B. Boulden Trust; LINDA  
LAMOTHE; and JACQUES LAMOTHE,  
Trustees of the Jacques & Linda  
Lamothe Living Trust,

Plaintiffs,

v.

TRUDI LEE LYTLE; and JOHN ALLEN  
LYTLE, as trustees of the Lytle Trust,  
DOES I through X, inclusive, and ROE  
CORPORATIONS I through X,

Defendants.

SEPTEMBER TRUST, DATED MARCH 23,  
1972; GERRY R. ZOBRIST and JOLIN G.  
ZOBRIST, as Trustees of the Gerry R.  
Zobrist and Jolin G. Zobrist Family  
Trust; RAYNALDO G. SANDOVAL and  
JULIE MARIE SANDOVAL GEGEN, As  
Trustees of the Raynaldo G. and  
Evelyn A. Sandoval Joint Living and  
Devolution Trust Dated May 27, 1992;  
and DENNIS A. GEGEN and JULIE S.  
GEGEN, husband and wife, as joint  
tenants,

Plaintiffs,

v.

TRUDI LEE LYTLE; and JOHN ALLEN

Case No. A-16-747800-C

Dep't No. 16

**AMENDED CERTIFICATE OF SERVICE**

Consolidated with:

Case No. A-17-765372-C

Dep't No. 16



1 LYTLE, as trustees of the Lytle Trust,  
2 JOHN DOES I through V, inclusive, and  
3 ROE ENTITIES I through V, inclusive,  
4  
5 Defendants.

6 I hereby certify that on June 22, 2020, defendants Trudi Lee Lytle and  
7 John Allen Lytle, as trustees of the Lytle Trust, served a "Notice of Appeal" and  
8 "Case Appeal Statement" through the Court's electronic filing system to the  
9 persons and addresses listed below:

10 KEVIN B. CHRISTENSEN  
11 WESLEY J. SMITH  
12 CHRISTENSEN JAMES & MARTIN  
13 7440 W. Sahara Avenue  
14 Las Vegas, Nevada 89117  
[KBC@CJMLV.com](mailto:KBC@CJMLV.com)  
[Wes@CJMLV.com](mailto:Wes@CJMLV.com)

15 *Attorneys for September Trust,*  
16 *dated March 23, 1972, Gerry R.*  
17 *Zobrist and Jolin G. Zobrist, as*  
18 *trustees of the Gerry R. Zobrist and*  
19 *Jolin G. Zobrist Family Trust,*  
20 *Raynaldo G. Sandoval and Julie*  
21 *Marie Sandoval Gegen, as trustees*  
*of the Raynaldo G. and Evelyn A.*  
*Sandoval Joint Living and*  
*Devolution Trust dated May 27,*  
*1992, and Dennis A. Gegen and*  
*Julie S. Gegen, husband and wife,*  
*as joint tenants*

Christina H. Wang  
FIDELITY NATIONAL LAW GROUP  
8363 W. Sunset Road, Suite 120  
Las Vegas, Nevada 89113  
[Christina.Wang@FNF.com](mailto:Christina.Wang@FNF.com)

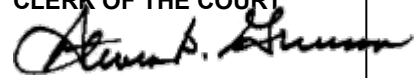
*Attorneys for Robert Z. Disman and*  
*Yvonne A. Disman*

Daniel T. Foley  
FOLEY & OAKES, PC  
1210 South Valley View Boulevard  
Suite 208  
Las Vegas, Nevada 89102  
[Dan@FoleyOakes.com](mailto:Dan@FoleyOakes.com)

*Attorneys for Marjorie B. Boulden, trustee*  
*of the Marjorie B. Boulden Trust, and*  
*Linda Lamothe and Jacques Lamothe,*  
*trustees of the Jacques & Linda Lamothe*  
*Living Trust*

22  
23  
24 /s/ Jessie M. Helm  
25 An Employee of LEWIS ROCA ROTHGERBER CHRISTIE LLP  
26  
27  
28

EXHIBIT D TO  
DOCKETING  
STATEMENT



1 **ANOA**  
2 JOEL D. HENRIOD  
3 Nevada Bar No. 8492  
4 DANIEL F. POLSENBERG  
5 Nevada Bar No. 2376  
6 DAN R. WAITE  
7 Nevada Bar No. 4078  
8 LEWIS ROCA ROTHGERBER CHRISTIE LLP  
9 3993 Howard Hughes Parkway, Suite 600  
10 Las Vegas, Nevada 89169  
11 (702) 949-8200  
12 [JHenriod@LRRC.com](mailto:JHenriod@LRRC.com)  
13 [DPolsenberg@LRRC.com](mailto:DPolsenberg@LRRC.com)  
14 [DWaite@LRRC.com](mailto:DWaite@LRRC.com)

15 *Attorneys for Defendants Trudi Lee Lytle and*  
16 *John Allen Lytle, as Trustees of the Lytle Trust*

17 DISTRICT COURT  
18 CLARK COUNTY, NEVADA

19 MARJORIE B. BOULDEN, trustee of the  
20 Marjorie B. Boulden Trust; LINDA  
21 LAMOTHE; and JACQUES LAMOTHE,  
22 Trustees of the Jacques & Linda  
23 Lamothe Living Trust,

24 Plaintiffs,

25 v.

26 TRUDI LEE LYTLE; and JOHN ALLEN  
27 LYTLE, as trustees of the Lytle Trust,  
28 DOES I through X, inclusive, and ROE  
CORPORATIONS I through X,

Defendants.

Case No. A-16-747800-C

Dep't No. 16

**AMENDED NOTICE OF APPEAL**

SEPTEMBER TRUST, DATED MARCH 23,  
1972; GERRY R. ZOBRIST and JOLIN G.  
ZOBRIST, as Trustees of the Gerry R.  
Zobrist and Jolin G. Zobrist Family  
Trust; RAYNALDO G. SANDOVAL and  
JULIE MARIE SANDOVAL GEGEN, As  
Trustees of the Raynaldo G. and  
Evelyn A. Sandoval Joint Living and  
Devolution Trust Dated May 27, 1992;  
and DENNIS A. GEGEN and JULIE S.  
GEGEN, husband and wife, as joint  
tenants,

Plaintiffs,

v.

TRUDI LEE LYTLE; and JOHN ALLEN

Consolidated with:

Case No. A-17-765372-C

Dep't No. 16

1 LYTLE, as trustees of the Lytle Trust,  
2 JOHN DOES I through V, inclusive, and  
3 ROE ENTITIES I through V, inclusive,  
4 Defendants.

5 Please take notice that defendants Trudi Lee Lytle and John Allen Lytle,  
6 as Trustees of the Lytle Trust hereby appeal to the Supreme Court of Nevada  
7 from:

8 1. "Order Granting Plaintiffs' Motion for Order to Show Cause Why  
9 the Lytle Trust Should Not be Held in Contempt for Violation of Court Orders,"  
10 filed May 22, 2020, notice of entry of which was served electronically on May 22,  
11 2020 (Exhibit A);

12 2. "Order Denying Defendant Lytle Trust's Motion for Clarification  
13 and Ex Parte Request for Order Shortening Time," filed July 15, 2020, notice of  
14 entry of which was served electronically on July 15, 2020 (Exhibit B); and

15 3. All judgments, rulings and interlocutory orders made appealable by  
16 the foregoing.

17 Dated this 31st day of July, 2020.

18 LEWIS ROCA ROTHGERBER CHRISTIE LLP

19  
20 By: /s/Joel D. Henriod

21 JOEL D. HENRIOD (SBN 8492)  
22 DANIEL F. POLSENBERG (SBN 2376)  
23 DAN R. WAITE (SBN 4078)  
3993 Howard Hughes Parkway, Suite 600  
Las Vegas, Nevada 89169  
(702) 949-8200

24 *Attorneys for Defendants Trudi Lee Lytle and*  
25 *John Allen Lytle, as Trustees of the Lytle*  
26 *Trust*  
27  
28

1 CERTIFICATE OF SERVICE

2 I hereby certify that on the 31st day of July, 2020, I served the foregoing  
3 "Amended Notice of Appeal" on counsel by the Court's electronic filing system  
4 to the persons and addresses listed below:

5 KEVIN B. CHRISTENSEN  
6 WESLEY J. SMITH  
7 CHRISTENSEN JAMES & MARTIN  
8 7440 W. Sahara Avenue  
9 Las Vegas, Nevada 89117  
10 [KBC@CJMLV.com](mailto:KBC@CJMLV.com)  
11 [Wes@CJMLV.com](mailto:Wes@CJMLV.com)

12 *Attorneys for September Trust,*  
13 *dated March 23, 1972, Gerry R.*  
14 *Zobrist and Jolin G. Zobrist, as*  
15 *trustees of the Gerry R. Zobrist and*  
16 *Jolin G. Zobrist Family Trust,*  
17 *Raynaldo G. Sandoval and Julie*  
18 *Marie Sandoval Gegen, as trustees*  
19 *of the Raynaldo G. and Evelyn A.*  
20 *Sandoval Joint Living and*  
21 *Devolution Trust dated May 27,*  
22 *1992, and Dennis A. Gegen and*  
23 *Julie S. Gegen, husband and wife,*  
24 *as joint tenants*

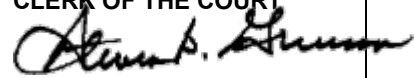
Christina H. Wang  
FIDELITY NATIONAL LAW GROUP  
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Las Vegas, Nevada 89113  
[Christina.Wang@FNF.com](mailto:Christina.Wang@FNF.com)

*Attorneys for Robert Z. Disman and*  
*Yvonne A. Disman*

Daniel T. Foley  
FOLEY & OAKES, PC  
1210 South Valley View Boulevard  
Suite 208  
Las Vegas, Nevada 89102  
[Dan@FoleyOakes.com](mailto:Dan@FoleyOakes.com)

*Attorneys for Marjorie B. Boulden, trustee*  
*of the Marjorie B. Boulden Trust, and*  
*Linda Lamothe and Jacques Lamothe,*  
*trustees of the Jacques & Linda Lamothe*  
*Living Trust*

25 /s/ Lisa M. Noltie  
26 An Employee of LEWIS ROCA ROTHGERBER CHRISTIE LLP  
27  
28



1 **ERR**

2 JOEL D. HENRIOD  
3 Nevada Bar No. 8492  
4 DANIEL F. POLSENBERG  
5 Nevada Bar No. 2376  
6 DAN R. WAITE  
7 Nevada Bar No. 4078  
8 LEWIS ROCA ROTHGERBER CHRISTIE LLP  
9 3993 Howard Hughes Parkway, Suite 600  
10 Las Vegas, Nevada 89169  
11 (702) 949-8200  
12 [JHenriod@LRRC.com](mailto:JHenriod@LRRC.com)  
13 [DPolsenberg@LRRC.com](mailto:DPolsenberg@LRRC.com)  
14 [DWaite@LRRC.com](mailto:DWaite@LRRC.com)

15 *Attorneys for Defendants Trudi Lee Lytle and*  
16 *John Allen Lytle, as Trustees of the Lytle Trust*

17 DISTRICT COURT  
18 CLARK COUNTY, NEVADA

19 MARJORIE B. BOULDEN, trustee of the  
20 Marjorie B. Boulden Trust; LINDA  
21 LAMOTHE; and JACQUES LAMOTHE,  
22 Trustees of the Jacques & Linda  
23 Lamothe Living Trust,

24 Plaintiffs,

25 v.

26 TRUDI LEE LYTLE; and JOHN ALLEN  
27 LYTLE, as trustees of the Lytle Trust,  
28 DOES I through X, inclusive, and ROE  
CORPORATIONS I through X,

Defendants.

Case No. A-16-747800-C

Dep't No. 16

**ERRATA TO  
AMENDED NOTICE OF APPEAL**

SEPTEMBER TRUST, DATED MARCH 23,  
1972; GERRY R. ZOBRIST and JOLIN G.  
ZOBRIST, as Trustees of the Gerry R.  
Zobrist and Jolin G. Zobrist Family  
Trust; RAYNALDO G. SANDOVAL and  
JULIE MARIE SANDOVAL GEGEN, As  
Trustees of the Raynaldo G. and  
Evelyn A. Sandoval Joint Living and  
Devolution Trust Dated May 27, 1992;  
and DENNIS A. GEGEN and JULIE S.  
GEGEN, husband and wife, as joint  
tenants,

Plaintiffs,

v.

TRUDI LEE LYTLE; and JOHN ALLEN

Consolidated with:

Case No. A-17-765372-C

Dep't No. 16

1 LYTLE, as trustees of the Lytle Trust,  
2 JOHN DOES I through V, inclusive, and  
3 ROE ENTITIES I through V, inclusive,  
4 Defendants.

5 The exhibits to defendants' July 31, 2020, "Amended Notice of Appeal"  
6 were inadvertently omitted. They are attached here.

7 Dated this 4th day of August, 2020.

8 LEWIS ROCA ROTHGERBER CHRISTIE LLP

9  
10 By: /s/Joel D. Henriod

11 JOEL D. HENRIOD (SBN 8492)  
12 DANIEL F. POLSENBERG (SBN 2376)  
13 DAN R. WAITE (SBN 4078)  
14 3993 Howard Hughes Parkway, Suite 600  
15 Las Vegas, Nevada 89169  
16 (702) 949-8200

17 *Attorneys for Defendants Trudi Lee Lytle and*  
18 *John Allen Lytle, as Trustees of the Lytle*  
19 *Trust*  
20  
21  
22  
23  
24  
25  
26  
27  
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1 CERTIFICATE OF SERVICE

2 I hereby certify that on the 4th day of August, 2020, I served the foregoing  
3 “Errata to Amended Notice of Appeal” on counsel by the Court’s electronic  
4 filing system to the persons and addresses listed below:

5 KEVIN B. CHRISTENSEN  
6 WESLEY J. SMITH  
7 CHRISTENSEN JAMES & MARTIN  
8 7440 W. Sahara Avenue  
9 Las Vegas, Nevada 89117  
10 [KBC@CJMLV.com](mailto:KBC@CJMLV.com)  
11 [Wes@CJMLV.com](mailto:Wes@CJMLV.com)

12 *Attorneys for September Trust,*  
13 *dated March 23, 1972, Gerry R.*  
14 *Zobrist and Jolin G. Zobrist, as*  
15 *trustees of the Gerry R. Zobrist and*  
16 *Jolin G. Zobrist Family Trust,*  
17 *Raynaldo G. Sandoval and Julie*  
18 *Marie Sandoval Gegen, as trustees*  
19 *of the Raynaldo G. and Evelyn A.*  
20 *Sandoval Joint Living and*  
21 *Devolution Trust dated May 27,*  
22 *1992, and Dennis A. Gegen and*  
23 *Julie S. Gegen, husband and wife,*  
24 *as joint tenants*

Christina H. Wang  
FIDELITY NATIONAL LAW GROUP  
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[Christina.Wang@FNF.com](mailto:Christina.Wang@FNF.com)

*Attorneys for Robert Z. Disman and*  
*Yvonne A. Disman*

Daniel T. Foley  
FOLEY & OAKES, PC  
1210 South Valley View Boulevard  
Suite 208  
Las Vegas, Nevada 89102  
[Dan@FoleyOakes.com](mailto:Dan@FoleyOakes.com)

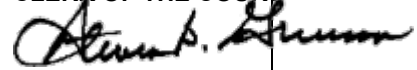
*Attorneys for Marjorie B. Boulden, trustee*  
*of the Marjorie B. Boulden Trust, and*  
*Linda Lamothe and Jacques Lamothe,*  
*trustees of the Jacques & Linda Lamothe*  
*Living Trust*

25 /s/Jessie M. Helm  
26 An Employee of LEWIS ROCA ROTHGERBER CHRISTIE LLP  
27  
28



**EXHIBIT A**

**EXHIBIT A**



NEOJ  
CHRISTENSEN JAMES & MARTIN  
KEVIN B. CHRISTENSEN, ESQ.  
Nevada Bar No. 175  
WESLEY J. SMITH, ESQ.  
Nevada Bar No. 11871  
LAURA J. WOLFF, ESQ.  
Nevada Bar No. 6869  
7440 W. Sahara Avenue  
Las Vegas, Nevada 89117  
Tel.: (702) 255-1718  
Facsimile: (702) 255-0871  
Email: kbc@cjmlv.com; wes@cjmlv.com; ljw@cjmlv.com  
*Attorneys for September Trust, Zobrist Trust, Sandoval Trust,  
and Dennis & Julie Gegen*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

MARJORIE B. BOULDEN, TRUSTEE OF  
THE MARJORIE B. BOULDEN TRUST, *et*  
*al.*,

Plaintiffs,

vs.

TRUDI LEE LYTLE, *et al.*,

Defendants.

Case No.: A-16-747800-C  
Dept. No.: XVI

**NOTICE OF ENTRY OF ORDER  
GRANTING PLAINTIFFS'  
MOTION FOR ORDER TO SHOW  
CAUSE WHY THE LYTLE TRUST  
SHOULD NOT BE HELD IN  
CONTEMPT FOR VIOLATION OF  
COURT ORDERS**

SEPTEMBER TRUST, DATED MARCH 23,  
1972, *et al.*,

Plaintiffs,

vs.

TRUDI LEE LYTLE AND JOHN ALLEN  
LYTLE, AS TRUSTEES OF THE LYTLE  
TRUST, *et al.*,

Defendants.

Case No.: A-17-765372-C  
Dept. No.: XVI

CONSOLIDATED

NOTICE IS HEREBY GIVEN, that an Order Granting Plaintiffs' Motion for Order to  
Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of Court Orders

1 was entered in the above-captioned matter on May 22, 2020. A copy of the Order is attached  
2 hereto.

3 DATED this 22nd day of May 2020.

CHRISTENSEN JAMES & MARTIN

4  
5 By: /s/ Wesley J. Smith  
6 Wesley J. Smith, Esq.  
7 Nevada Bar No. 11871  
8 *Attorneys for September Trust, Zobrist*  
9 *Trust, Sandoval Trust and Gegen*  
10  
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**CERTIFICATE OF SERVICE**

I am an employee of Christensen James & Martin. On May 22, 2020, I caused a true and correct copy of the foregoing Notice of Entry of Order Granting Plaintiffs' Motion for Order to Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of Court Orders, to be served in the following manner:

☒ **ELECTRONIC SERVICE**: electronic transmission (E-Service) through the Court's electronic filing system pursuant to Rule 8.05 of the Rules of Practice for the Eighth Judicial District Court of the State of Nevada.

Liz Gould (liz@foleyoakes.com)  
Daniel Foley (Dan@foleyoakes.com)  
Maren Foley (maren@foleyoakes.com)  
Jennifer Martinez (jennifer.martinez@fnf.com)  
Christina Wang (christina.wang@fnf.com)  
Mia Hurtado (mia.hurtado@fnf.com)  
Richard E. Haskin, Esq. (rhaskin@gibbsgiden.com)  
Robin Jackson (rjackson@gibbsgiden.com)  
Shara Berry (sberry@gibbsgiden.com)  
Daniel Hansen (dhansen@gibbsgiden.com)  
Joel D. Henriod (JHenriod@LRRC.com)  
Daniel F. Polsenberg (DPolsenberg@LRRC.com)  
Dan R. Waite (DWaite@LRRC.com)

☐ **UNITED STATES MAIL**: depositing a true and correct copy of the above-referenced document into the United States Mail with prepaid first-class postage, addressed to the parties at their last-known mailing address(es):

☐ **FACSIMILE**: By sending the above-referenced document via facsimile as follows:

☐ **E-MAIL**: electronic transmission by email to the following address(es):

/s/ Natalie Saville  
Natalie Saville

**ORDR**

**CHRISTENSEN JAMES & MARTIN**

KEVIN B. CHRISTENSEN, ESQ.

Nevada Bar No. 175

WESLEY J. SMITH, ESQ.

Nevada Bar No. 11871

LAURA J. WOLFF, ESQ.

Nevada Bar No. 6869

7440 W. Sahara Avenue

Las Vegas, Nevada 89117

Tel.: (702) 255-1718

Facsimile: (702) 255-0871

Email: kbc@cjmlv.com; wes@cjmlv.com; ljw@cjmlv.com

*Attorneys for September Trust, Zobrist Trust, Sandoval Trust  
and Dennis & Julie Gegen*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

TRUDI LEE LYTLE, JOHN ALLEN  
LYTLE, THE LYTLE TRUST, DOES I  
through X, and ROE CORPORATIONS I  
through X,

Defendants.

Case No.: A-16-747800-C

Dept. No.: XVI

**ORDER GRANTING PLAINTIFFS'  
MOTION FOR ORDER TO SHOW  
CAUSE WHY THE LYTLE TRUST  
SHOULD NOT BE HELD IN  
CONTEMPT FOR VIOLATION OF  
COURT ORDERS**

Date: April 22, 2020

Time: 9:00 a.m.

SEPTEMBER TRUST, DATED MARCH 23,  
1972; GERRY R. ZOBRIST AND JOLIN G.  
ZOBRIST, AS TRUSTEES OF THE GERRY  
R. ZOBRIST AND JOLIN G. ZOBRIST  
FAMILY TRUST; RAYNALDO G.  
SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C

Dept. No.: XVI

CONSOLIDATED

1 DEVOLUTION TRUST DATED MAY 27,  
2 1992; and DENNIS A. GEGEN AND JULIE  
3 S. GEGEN, HUSBAND AND WIFE, AS  
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN  
8 LYTLE, AS TRUSTEES OF THE LYTLE  
9 TRUST; JOHN DOES I through V; and ROE  
10 ENTITIES I through V, inclusive,

11 Defendants.

12 Presently before the Court is Plaintiffs' Motion for Order to Show Cause Why the Lytle Trust  
13 Should Not Be Held in Contempt for Violation of Court Orders ("Motion") filed by the September Trust,  
14 dated March 23, 1972 ("September Trust"), Gerry R. Zobrist and Jolin G. Zobrist, as Trustees of the  
15 Gerry R. Zobrist and Jolin G. Zobrist Family Trust ("Zobrist Trust"), Raynaldo G. Sandoval and Julie  
16 Marie Sandoval Gegen, as Trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and  
17 Devolution Trust dated May 27, 1992 ("Sandoval Trust"), and Dennis A. Gegen and Julie S. Gegen,  
18 Husband and Wife, as Joint Tenants ("Dennis & Julie Gegen") (collectively the "Plaintiffs"), the Joinders  
19 filed by Marjorie B. Boulden, Trustee of the Marjorie B. Boulden Trust, amended and restated dated July  
20 17, 1996 ("Boulden Trust") and Linda Lamothe and Jacques Lamothe, Trustees of the Jacques and Linda  
21 Lamothe Living Trust ("Lamothe Trust") and Robert Z. Disman and Yvonne A. Disman (the "Dismans"),  
22 and the Opposition and Reply thereto, which came on for hearing on April 22, 2020 at 9:00 a.m. in  
23 Department XVI of the Eighth Judicial District Court, Clark County, Nevada.

24 Wesley J. Smith, Esq. of Christensen James & Martin, Chtd. appeared on behalf of the Plaintiffs.  
25 Daniel T. Foley, Esq. of Foley & Oakes, PC appeared on behalf of the Boulden Trust and Lamothe Trust.  
26 Christina H. Wang, Esq. of Fidelity National Law Group appeared on behalf of the Dismans. Dan R.  
27 Waite, Esq. of Lewis Roca Rothgerber Christie LLP and Richard Haskin, Esq. of Gibbs Giden Locher  
28 Turner Senet & Wittbrodt LLP appeared on behalf of Trudi Lee Lytle and John Allen Lytle, as Trustees  
of the Lytle Trust ("Lytle Trust"). Patricia Lee, Esq. of Hutchison & Steffen was present on behalf of  
Kevin Singer, court appointed Receiver over the Rosemere Estates Property Owners Association

1 (“Association”), in Case No. A-18-775843-C, *Trudi Lee Lytle et al. v. Rosemere Estates Property*  
2 *Owners’ Association* (“Receivership Action”).

3 The Court having considered the Motion, Joinders, Opposition, and Reply, together with the  
4 Exhibits thereto, having heard the arguments of counsel, and with good cause appearing therefore, the  
5 Court hereby grants the Motion and Joinders and enters the following Findings of Fact, Conclusions of  
6 Law, and Order:

7 **FINDINGS OF FACT**

8 1. On April 26, 2017, this Court entered its Findings of Fact, Conclusions of Law, and Order  
9 Granting the Boulden Trust and Lamothe Trust’s Motion for Partial Summary Judgment (“April 2017  
10 Order”) against the Lytle Trust. On the Lytle Trust’s Motion for Reconsideration or, in the alternative,  
11 Motion to Alter or Amend Judgment, on July 27, 2017, this Court entered its Order Granting Motion to  
12 Alter or Amend Findings of Fact and Conclusions of Law (“July 2017 Order”) in favor of the Boulden  
13 Trust and the Lamothe Trust on their Motion for Partial Summary Judgment.<sup>1</sup> The July 2017 Order is  
14 hereby incorporated by reference.

15 2. In the July 2017 Order, the Court concluded, in part, that: the Association is a “limited  
16 purpose association” as referenced in NRS 116.1201(2); as a limited purpose association, NRS 116.3117  
17 is not applicable to the Association; as a result of the Rosemere Litigation I (referred to in the July 2017  
18 Order as the Rosemere LPA Litigation) between the Lytle Trust and the Association, the Amended  
19 CC&Rs at issue were judicially declared to have been improperly adopted and recorded, were invalid,  
20 have no force and effect, and were declared *void ab initio*; the Boulden Trust and Lamothe Trust were  
21 not parties to the Rosemere Litigation I; the Boulden Trust and Lamothe Trust were not “losing parties”  
22 in the Rosemere Litigation I per Section 25 of the Original CC&Rs; the Final Judgment in the Rosemere  
23 Litigation I against the Association in favor of the Lytle Trust is not against, and is not an obligation of,  
24  
25

26 <sup>1</sup> The April 2017 Order included an order that the Lytle Trust had slandered title. The Court  
27 subsequently determined that it had not made findings of fact or conclusions of law on this issue and  
28 amended accordingly by entering the July 2017 Order without any order on the slander of title claim.  
The slander of title claim was later dismissed by stipulation between the parties. *See* Notice of Entry of  
Stipulation and Order to Dismiss All Remaining Claims Without Prejudice filed on January 14, 2019.

1 the Boulden Trust and Lamothe Trust; and the Final Judgment against the Association in the Rosemere  
2 Litigation I is not an obligation or debt owed by the Boulden Trust and Lamothe Trust.

3 3. The July 2017 Order also included the following permanent injunction at page 7:

4 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants  
5 are permanently enjoined from recording and enforcing the Final Judgment from the Rosemere  
6 LPA Litigation or any abstracts related thereto against the Boulden Property or the Lamothe  
7 Property.

8 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants  
9 are permanently enjoined from taking any action in the future against the Plaintiffs or their  
10 properties based upon the Rosemere LPA Litigation.

11 4. The Court ordered the Lytle Trust to expunge the Abstracts of Judgment that it had  
12 recorded against properties owned by the Boulden Trust and Lamothe Trust. The Lytle Trust released  
13 the Abstracts of Judgment, but immediately recorded two *lis pendens* against the Boulden Trust and  
14 Lamothe Trust properties. Thereafter, the Lytle Trust refused to voluntarily expunge the *lis pendens* and  
15 the Boulden Trust and Lamothe Trust were forced to file a Motion to Expunge *Lis Pendens*. This Court  
16 summarily granted the Motion on June 23, 2017 and the *lis pendens* were ordered stricken, but the Lytle  
17 Trust was not held in contempt.

18 5. The Lytle Trust appealed the July 2017 Order and the Nevada Supreme Court issued an  
19 Order of Affirmance on December 4, 2018 in Case No. 73039, *Trudi Lee Lytle v. Marjorie B. Boulden*  
20 (“First Order of Affirmance”).<sup>2</sup>

21 6. After entry of the July 2017 Order, the September Trust, Zobrist Trust, Sandoval Trust,  
22 and Gegens, which also own property within the Rosemere Subdivision, approached the Lytle Trust and  
23 requested that it release the Abstracts of Judgment recorded against their properties as well. After the  
24 Lytle Trust refused to release the Abstracts of Judgment as to their properties, the September Trust,  
25 Zobrist Trust, Sandoval Trust, and Gegens filed a Complaint against the Lytle Trust in Case No. A-17-  
26 765372-C, which was consolidated with this Case (Case No. A-16-747900-C) on February 21, 2018.

27 <sup>2</sup> The Boulden Trust sold its property to the Dismans on August 4, 2017. This Court subsequently held,  
28 in an Order entered on or about December 26, 2018, that the July 2017 Order likewise applied to the  
Rosemere Litigation II Judgment, which the Lytle Trust sought to enforce against the Lamothe Trust  
and the Dismans’ and their properties after entry of the July 2017 Order.



1           7.     On May 24, 2018, this Court entered its Order Granting Motion for Summary Judgment  
2 or, in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary  
3 Judgment (“May 2018 Order”) in favor of the September Trust, Zobrist Trust, Sandoval Trust, and  
4 Gegens and against the Lytle Trust. The May 2018 Order is hereby incorporated by reference.

5           8.     In the May 2018 Order, the Court concluded, in part, that: the Association is a “limited  
6 purpose association” as referenced in NRS 116.1201(2); as a limited purpose association, NRS 116.3117,  
7 the statute upon which the Lytle Trust relied to record the Abstracts of Judgment, is not applicable to the  
8 Association; as a result of the Rosemere Litigation I between the Lytle Trust and the Association, the  
9 Amended CC&Rs at issue were judicially declared to have been improperly adopted and recorded, were  
10 invalid, have no force and effect, and were declared *void ab initio*; the September Trust, Zobrist Trust,  
11 Sandoval Trust, and Gegens were not parties to the Rosemere Litigation I, Rosemere Litigation II, or  
12 Rosemere Litigation III; the September Trust, Zobrist Trust, Sandoval Trust, and Gegens were not  
13 “losing parties” in the Rosemere Litigation I, Rosemere Litigation II, or Rosemere Litigation III per  
14 Section 25 of the Original CC&Rs; the Judgments issued in the Rosemere Litigation I, Rosemere  
15 Litigation II, or Rosemere Litigation III (collectively the “Rosemere Judgments”) against the Association  
16 in favor of the Lytle Trust are not against, and are not an obligation of, the September Trust, Zobrist  
17 Trust, Sandoval Trust, or Gegens to the Lytle Trust; and the Rosemere Judgments against the Association  
18 are not an obligation or debt owed by the September Trust, Zobrist Trust, Sandoval Trust, or Gegens to  
19 the Lytle Trust.

20           9.     The May 2018 Order, at page 10, lines 10-19, contained the following permanent  
21 injunction:

22           IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust  
23 is permanently enjoined from recording and enforcing the Judgments obtained from the  
24 Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other  
judgments obtained against the Association, against the September Property, Zobrist Property,  
Sandoval Property or Gegen Property.

25           IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust  
26 is permanently enjoined from taking any action in the future directly against the Plaintiffs or  
27 their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere  
28 Litigation III.

10. On June 19, 2018, the Lytle Trust appealed the May 2018 Order to the Nevada Supreme Court, Case No. 76198, *Trudi Lee Lytle v. September Trust, Dated March 23, 1972*. This appeal was consolidated with the Lytle Trust's subsequent appeal of an award of attorney's fees and costs in favor of the September Trust, Zobrist Trust, Sandoval Trust, and Gegens under NRS 18.010(2)(b), Case No. 77007. The Supreme Court entered its Order of Affirmance affirming the May 2018 Order and subsequent fees order on March 2, 2020 ("Second Order of Affirmance").

11. On June 8, 2018, the Lytle Trust filed a new action, Case No. A-18-775843-C, *Trudi Lee Lytle et al. v. Rosemere Estates Property Owners' Association* ("Receivership Action"), asserting claims against the Association for (a) Declaratory Judgment, and (b) Breach of Contract/Easement Agreement. The prayer for relief in the Receivership Action sought:

a. an Order declaring that the Association must continue to operate as required by the CC&Rs and Chapters 82 and 116 of the Nevada Revised Statutes, which includes, but is not limited to: 1) maintaining the landscaping in the exterior wall planters; 2) maintaining the exterior perimeter and frontage; 3) maintaining the entrance gate; 4) maintaining the private drive and sewer system; 5) ensuring that homeowners are paying their assessments; 6) seeking collection activity against any homeowners that have failed to pay their assessments; 7) paying known creditors of the Association; 8) specially assessing the homeowners to ensure that enough proceeds exist within the HOA funds to pay all known creditors assessing; and 9) any other activity required under Nevada law.

b. specific performance requiring the Association to comply with the CC&Rs, as well as other Nevada law, with respect to the Association's maintenance and day-to-day activities;

c. injunctive relief preventing the Association from violating the terms of the CC&RS, as well as other Nevada law, moving forward;

d. appointment of a receiver to handle the maintenance obligations and day-to-day activities, including the financial activities regarding assessments and creditors, until a duly constituted board may be instituted and power transitioned thereto; and

1 e. reasonable attorneys' fees, costs of suit and litigation, and such other and further  
2 relief as the Court deems just and proper

3 12. The Complaint in the Receivership Action alleges that the Association is not functioning,  
4 that the common elements of the community are not being maintained, and that "the Association has not  
5 paid known creditors of the Association, which includes, but is not limited to, the annual dues to the  
6 Nevada Secretary of State or the Nevada Department of Real Estate or the Lytles, which hold multiple  
7 judgments against the Association." Complaint at ¶ 21.

8 13. In a Renewed Application for Appointment of Receiver filed by the Lytle Trust on October  
9 24, 2019 ("Application") in the Receivership Action, the Lytle Trust asserts that one reason for a Receiver  
10 over the Association was due to the Association's refusal to pay the Rosemere Judgments, including its  
11 refusal to assess Association members, including the Plaintiffs, so the Association could pay the  
12 Rosemere Judgments. Application at 3:2-4, 5:17-18 ("Additional grounds exist because the Association  
13 is refusing to pay and refusing to assess Association members related to various monetary judgments  
14 awarded to the Lytles against the Association"), 13:19-28 ("A receiver may be appointed...[a]fter  
15 judgment, to carry the judgment into effect" (quoting NRS 32.010(3))), 14:1-2, 16-28 ("the Lytle Trust  
16 obtained judgments against the Association and a Receiver is needed to carry those judgments into  
17 effect"), 15:20-25 ("the Association has a duty...to pay its debts, including the Judgments obtained by  
18 the Lytle Trust"), 16:17-22 ("the Association is without any governing body to assess the homeowners  
19 and pay the judgments").

20 14. The Lytle Trust disclosed to the judge in the Receivership Action (the "Receivership  
21 Court") that the Amended CC&Rs had been judicially declared *void ab initio* and of no force or effect.  
22 *Id.* at 8:11-12 (the District "Court determined that the Amended CC&Rs were not properly adopted or  
23 recorded, that the Amended CC&Rs are invalid, and that the Amended CC&Rs have no force or effect");  
24 8 at n.3 ("Note, Rosemere 2 Litigation commenced more than six years *before* the Court in Rosemere 1  
25 Litigation ruled that the Amended CC&Rs were invalid.") (emphasis in original); 9:13-17 ("In granting  
26 the Lytle Trust's Motion for Attorneys' Fees, the district court in the Rosemere 1 and Rosemere 2  
27 Litigations . . . held that the Lytle Trust could recover attorneys' fees under the Amended CC&Rs because  
28

1 that document, while declared *void ab initio* by the district court, was in effect and enforced by the  
2 Association against the Lytle Trust at all times during the underlying litigation.”).

3 15. However, The Lytle Trust further argued in the Application that the Amended CC&Rs  
4 provide authority for a receiver to make special assessments on the Plaintiffs’ and other owners’  
5 properties to collect funds to pay the Rosemere Judgments. *Id.* at 11:4-28, 13:1-17, 17:1-9. The Lytle  
6 Trust’s Application included a section heading in its Statement of Fact section titled “The Amended  
7 CC&Rs Grant the Association Authority to Assess Each Unit for Payment of Judgments Against the  
8 Association.” *Id.* at 11:4-5. The Lytle Trust also represented that “the District Court already ruled that  
9 the Association is liable for attorneys’ fees, costs and damages pursuant to the Amended CC&Rs, which  
10 provide the Association with the ability to specially assess each property (unit) for the costs of the  
11 judgments. Amended CC&Rs ¶ 10.11, Exhibit 16.” *Id.* at 17:6-9.

12 16. The Lytle Trust did not inform the Receivership Court about this Case, the July 2017 Order,  
13 May 2018 Order, or the Orders of Affirmance.<sup>3</sup> The Lytle Trust did not inform the Receivership Court  
14 that this Court had issued permanent injunctions against the Lytle Trust relating to enforcement of the  
15 Rosemere Judgments against the Plaintiffs, the Boulden Trust, the Lamothe Trust, the Dismans, or their  
16 properties.

17 17. On December 18, 2019, based on the Lytle Trust’s Application, the Receivership Court  
18 entered an Order Appointing a Receiver of Defendant Rosemere Property Owners Association (“Order  
19 Appointing Receiver”). The Order Appointing Receiver, drafted by the Lytle Trust, directs the Receiver  
20 to “[i]ssue and collect a special assessment upon all owners within the Association to satisfy the Lytle  
21 Trust’s judgments against the Association.” Order Appointing Receiver at 2:19-20. It further empowers  
22 the Receiver with “the authority to assess all Association unit owners to pay for any operation costs or  
23 to pay for judgments against the Association. If an Association member does not pay an assessment then  
24 the Receiver may proceed to foreclose on said member’s ownership interest in the property.” *Id.* at 6:4-  
25 7.

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27 <sup>3</sup> The Court notes that the Second Order of Affirmance was issued after entry of the Order Appointing  
28 Receiver and the Lytle Trust could not have informed the Receivership Court of it prior to entry of the  
Order Appointing Receiver.

19. On January 29, 2020, counsel for Plaintiffs sent a letter to the Receiver, with a copy to counsel for the Lytle Trust, notifying the Receiver that the Orders and Permanent Injunctions issued in this Case prevent further effort to collect the Rosemere Judgments from the Plaintiffs or other property owners. The Plaintiffs expressed their belief this effort to assess the property owners to pay the Rosemere Judgments violated this Court's Orders and demanded that the Receiver cease and desist.

20. On March 4, 2020, the Plaintiffs filed the instant Motion informing the Court about the Lytle Trust's actions and seeking sanctions for violation of this Court's May 2018 Order. The Boulden Trust and Lamothe Trust filed a Joinder to the Motion on March 5, 2020.<sup>5</sup> The Dismans filed a Joinder to the Motion on March 6, 2020.

21. The Association has never been a party to this Case.

18 CONCLUSIONS OF LAW

1. This case has a history, such as the filing of the *lis pendens* against the Boulden Trust and Lamothe Trust properties after the Court had ordered the expungement of the Abstracts of Judgment and continued enforcement of the Abstracts of Judgment against the September Trust, Zobrist Trust, Sandoval Trust, and Gegens' properties after entry of the July 2017 Order, that demonstrates that the Lytle Trust does not respect this Court's Orders.

26 <sup>4</sup> At the time, the Boulden Trust and Lamothe Trust no longer held title to any property within the Rosemere Subdivision, having sold their properties on August 4, 2017, and May 1, 2019, respectively.

27 <sup>5</sup> After the hearing on the Motion but prior to entry of this Order, the Boulden Trust and the Lamothe  
28 Trust withdrew their Joinders pursuant to a settlement with the Lytle Trust. Therefore, the Boulden  
Trust and Lamothe Trust are no longer considered movants for purposes of the relief granted herein.

2. This Court has inherent power to enforce its decrees, orders and judgments. A party is required to adhere to court orders, even disagreeable or erroneous orders, until terminated or overturned.

3. The proper course of action if a party disagrees with a Court order is to appeal.

4. The May 2018 Order must be obeyed by the Lytle Trust.

5. Each paragraph, each finding of fact, and each conclusion of law in the May 2018 Order must be given its plain meaning, and each paragraph of that Order's permanent injunction must be obeyed by the Lytle Trust.

6. As a result of the Findings of Fact and Conclusions of Law in the May 2018 Order, there were specific orders which are not mutually exclusive. Each issue ordered by the Court should be given its meaning, and they are not in conflict.

7. The Court's factual determinations and conclusions of law culminated with the permanent injunction language starting at Page 10, Line 10 of the May 2018 Order, which stated:

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from recording and enforcing the Judgments obtained from the Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other judgments obtained against the Association, against the September Property, Zobrist Property, Sandoval Property or Gegen Property.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from taking any action in the future directly against the Plaintiffs or their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere Litigation III.

8. These paragraphs are not mutually exclusive and each must be obeyed by the Lytle Trust.

9. The Findings of Fact, Conclusions of Law, and Orders contained in the May 2018 Order, including the permanent injunctions, are clear, specific and unambiguous as to what the parties could and could not do in this case. Further, the terms of the permanent injunction are specific and definite so that the Lytle Trust could readily know exactly what duties or obligations were imposed on it.

10. The May 2018 Order's permanent injunction clearly precluded the Lytle Trust from doing anything as it relates to enforcing and recording the Rosemere Judgments against the Plaintiffs and Dismans or their properties.

11. Indeed, the Lytle Trust has no judgment creditor rights to try to collect the Rosemere Judgments from the Plaintiffs or Dismans in any way, shape, or form.

12. The Plaintiffs have demonstrated by clear and convincing evidence that the Lytle Trust violated the clear and specific terms of the permanent injunction found in the May 2018 Order when it initiated an action against the Association that included a prayer for appointment of a receiver, applied for appointment of a receiver, and argued that the Association, through the Receiver, could make special assessments on the Plaintiffs' and other property owners for the purpose of paying the Rosemere Judgments, all while failing to inform the Receivership Court of this Case, this Court's Orders, or that the Lytle Trust had been enjoined from enforcing the Rosemere Judgments against the Plaintiffs, the Boulden Trust, the Lamothe Trust, and the Dismans, or their properties.

13. The Lytle Trust's actions, as stated in the Findings of Fact and set forth herein, directly and indirectly violated the May 2018 Order.

14. Any references to the power of assessment exercised by the Association, or the Receiver on behalf of the Association, against the individual homeowners for payment of the Rosemere Judgments in the Order Appointing Receiver, as advocated for and drafted by the Lytle Trust, directly and indirectly violates the May 2018 Order.

15. The Lytle Trust has failed to show why it was unable to comply with the May 2018 Order.

16. The Lytle Trust has failed to demonstrate how its actions did not violate the clear and specific terms of the May 2018 Order.

17. A party may be held in contempt of court for disobedience or resistance to any lawful order issued by the court. NRS 22.010(3)

18. "[I]f a person is found guilty of contempt, a fine may be imposed on the person not exceeding \$500 or the person may be imprisoned not exceeding 25 days, or both." NRS 22.100(2).

19. In addition, the court may award "reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt." NRS 22.100(3).

### **ORDER**

Based upon the Findings of Fact and Conclusions of Law above, and good cause appearing therefore,

1           **IT IS HEREBY ORDERED ADJUDGED AND DECREED** that Plaintiffs' Motion for Order  
2 to Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of Court Orders, as  
3 well as the Joinders thereto filed by the Boulden Trust, the Lamothe Trust, and the Dismans, are  
4 GRANTED.

5           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
6 violated the May 2018 Order.

7           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
8 is in contempt of the May 2018 Order.

9           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
10 shall pay a \$500 penalty to each movant for violation of the May 2018 Order; specifically, \$500 payable  
11 to the September Trust, \$500 payable to the Zobrist Trust, \$500 payable to the Sandoval Trust, \$500  
12 payable to the Gegens, and \$500 payable to the Dismans.

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1           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the September  
2 Trust, Zobrist Trust, Sandoval Trust, Gegens, and Dismans, may file applications for their reasonable  
3 expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt.  
4 The Court will consider such applications on the merits.

5           **IT IS SO ORDERED.**

6           Dated this 22 day of May, 2020.

7   
8 DISTRICT COURT JUDGE  
9 CG

9           **Submitted by:**

10          **CHRISTENSEN JAMES & MARTIN**

11          /s/ Wesley J. Smith

12 Wesley J. Smith, Esq.  
13 Nevada Bar No. 11871  
14 Laura J. Wolff, Esq.  
15 Nevada Bar No. 6869  
16 7440 W. Sahara Ave.  
17 Las Vegas, NV 89117  
18 *Attorneys for Plaintiffs September Trust,*  
19 *Zobrist Trust, Sandoval Trust, and*  
20 *Dennis & Julie Gegen*

9           **Approved as to Form and Content by:**

10          **FIDELITY NATIONAL LAW GROUP**

11          /s/ Christina H. Wang

12 CHRISTINA H. WANG, ESQ.  
13 Nevada Bar No. 9713  
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15 Las Vegas, Nevada 89113  
16 *Attorneys for Robert & Yvonne Disman*

16          **Reviewed by Not Approved by:**

17          **LEWIS ROCA ROTHBERGER CHRISTIE**  
18          **LLP**

19          Reviewed But Not Approved

20 DAN R. WAITE, ESQ.  
21 Nevada Bar 4078  
22 3993 Howard Hughes Parkway, Suite 600  
23 Las Vegas, Nevada 89169  
24 *Attorneys for Lytle Trust*

**RE: Case No. A-16-747800-C - Boulden v. Lytle - ORDR - Proposed Order Granting Plaintiffs' Motion for Order to Show Cause**

Wang, Christina <Christina.Wang@fnf.com>

Mon 5/18/2020 9:52 AM

To: Wesley Smith <wes@cjmlv.com>

Cc: Engelman, Lace <Lace.Engelman@fnf.com>

Approved – thanks.

Christina H. Wang

Litigation Counsel

Fidelity National Law Group

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**PLEASE NOTE THAT OUR OFFICE HAS MOVED TO THE ABOVE ADDRESS.**

*The Law Division of Alamo Title Insurance, Chicago Title Insurance Co., Commonwealth Land Title Insurance Co., Fidelity National Title Insurance Co., and Fidelity National Title Group, Inc.*

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---

**From:** Wesley Smith <wes@cjmlv.com>

**Sent:** Monday, May 18, 2020 9:45 AM

**To:** Wang, Christina <Christina.Wang@fnf.com>

**Cc:** Engelman, Lace <Lace.Engelman@fnf.com>

**Subject:** Re: Case No. A-16-747800-C - Boulden v. Lytle - ORDR - Proposed Order Granting Plaintiffs' Motion for Order to Show Cause

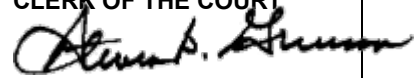
**IMPORTANT NOTICE** - This message sourced from an external mail server outside of the Company.

Christina,

Per our discussion, can you please approve this version which adds the date to footnote 2?

Wes Smith

Christensen James & Martin



1 **ORDR**

2 **CHRISTENSEN JAMES & MARTIN**

3 KEVIN B. CHRISTENSEN, ESQ.

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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust*

*and Dennis & Julie Gegen*

9 **EIGHTH JUDICIAL DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 MARJORIE B. BOULDEN, TRUSTEE OF  
12 THE MARJORIE B. BOULDEN TRUST,  
13 LINDA LAMOTHE AND JACQUES  
14 LAMOTHE, TRUSTEES OF THE  
15 JACQUES & LINDA LAMOTHE LIVING  
16 TRUST,

17 Plaintiffs,

18 vs.

19 TRUDI LEE LYTLE, JOHN ALLEN  
20 LYTLE, THE LYTLE TRUST, DOES I  
21 through X, and ROE CORPORATIONS I  
22 through X,

23 Defendants.

Case No.: A-16-747800-C

Dept. No.: XVI

**ORDER GRANTING PLAINTIFFS'**  
**MOTION FOR ORDER TO SHOW**  
**CAUSE WHY THE LYTLE TRUST**  
**SHOULD NOT BE HELD IN**  
**CONTEMPT FOR VIOLATION OF**  
**COURT ORDERS**

Date: April 22, 2020

Time: 9:00 a.m.

24 SEPTEMBER TRUST, DATED MARCH 23,  
25 1972; GERRY R. ZOBRIST AND JOLIN G.  
26 ZOBRIST, AS TRUSTEES OF THE GERRY  
27 R. ZOBRIST AND JOLIN G. ZOBRIST  
28 FAMILY TRUST; RAYNALDO G.  
SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C

Dept. No.: XVI

CONSOLIDATED

1 DEVOLUTION TRUST DATED MAY 27,  
2 1992; and DENNIS A. GEGEN AND JULIE  
3 S. GEGEN, HUSBAND AND WIFE, AS  
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN  
8 LYTLE, AS TRUSTEES OF THE LYTLE  
9 TRUST; JOHN DOES I through V; and ROE  
10 ENTITIES I through V, inclusive,

11 Defendants.

12 Presently before the Court is Plaintiffs' Motion for Order to Show Cause Why the Lytle Trust  
13 Should Not Be Held in Contempt for Violation of Court Orders ("Motion") filed by the September Trust,  
14 dated March 23, 1972 ("September Trust"), Gerry R. Zobrist and Jolin G. Zobrist, as Trustees of the  
15 Gerry R. Zobrist and Jolin G. Zobrist Family Trust ("Zobrist Trust"), Raynaldo G. Sandoval and Julie  
16 Marie Sandoval Gegen, as Trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and  
17 Devolution Trust dated May 27, 1992 ("Sandoval Trust"), and Dennis A. Gegen and Julie S. Gegen,  
18 Husband and Wife, as Joint Tenants ("Dennis & Julie Gegen") (collectively the "Plaintiffs"), the Joinders  
19 filed by Marjorie B. Boulden, Trustee of the Marjorie B. Boulden Trust, amended and restated dated July  
20 17, 1996 ("Boulden Trust") and Linda Lamothe and Jacques Lamothe, Trustees of the Jacques and Linda  
21 Lamothe Living Trust ("Lamothe Trust") and Robert Z. Disman and Yvonne A. Disman (the "Dismans"),  
22 and the Opposition and Reply thereto, which came on for hearing on April 22, 2020 at 9:00 a.m. in  
23 Department XVI of the Eighth Judicial District Court, Clark County, Nevada.

24 Wesley J. Smith, Esq. of Christensen James & Martin, Chtd. appeared on behalf of the Plaintiffs.  
25 Daniel T. Foley, Esq. of Foley & Oakes, PC appeared on behalf of the Boulden Trust and Lamothe Trust.  
26 Christina H. Wang, Esq. of Fidelity National Law Group appeared on behalf of the Dismans. Dan R.  
27 Waite, Esq. of Lewis Roca Rothgerber Christie LLP and Richard Haskin, Esq. of Gibbs Giden Locher  
28 Turner Senet & Wittbrodt LLP appeared on behalf of Trudi Lee Lytle and John Allen Lytle, as Trustees  
of the Lytle Trust ("Lytle Trust"). Patricia Lee, Esq. of Hutchison & Steffen was present on behalf of  
Kevin Singer, court appointed Receiver over the Rosemere Estates Property Owners Association

1 (“Association”), in Case No. A-18-775843-C, *Trudi Lee Lytle et al. v. Rosemere Estates Property*  
2 *Owners’ Association* (“Receivership Action”).

3 The Court having considered the Motion, Joinders, Opposition, and Reply, together with the  
4 Exhibits thereto, having heard the arguments of counsel, and with good cause appearing therefore, the  
5 Court hereby grants the Motion and Joinders and enters the following Findings of Fact, Conclusions of  
6 Law, and Order:

7 **FINDINGS OF FACT**

8 1. On April 26, 2017, this Court entered its Findings of Fact, Conclusions of Law, and Order  
9 Granting the Boulden Trust and Lamothe Trust’s Motion for Partial Summary Judgment (“April 2017  
10 Order”) against the Lytle Trust. On the Lytle Trust’s Motion for Reconsideration or, in the alternative,  
11 Motion to Alter or Amend Judgment, on July 27, 2017, this Court entered its Order Granting Motion to  
12 Alter or Amend Findings of Fact and Conclusions of Law (“July 2017 Order”) in favor of the Boulden  
13 Trust and the Lamothe Trust on their Motion for Partial Summary Judgment.<sup>1</sup> The July 2017 Order is  
14 hereby incorporated by reference.

15 2. In the July 2017 Order, the Court concluded, in part, that: the Association is a “limited  
16 purpose association” as referenced in NRS 116.1201(2); as a limited purpose association, NRS 116.3117  
17 is not applicable to the Association; as a result of the Rosemere Litigation I (referred to in the July 2017  
18 Order as the Rosemere LPA Litigation) between the Lytle Trust and the Association, the Amended  
19 CC&Rs at issue were judicially declared to have been improperly adopted and recorded, were invalid,  
20 have no force and effect, and were declared *void ab initio*; the Boulden Trust and Lamothe Trust were  
21 not parties to the Rosemere Litigation I; the Boulden Trust and Lamothe Trust were not “losing parties”  
22 in the Rosemere Litigation I per Section 25 of the Original CC&Rs; the Final Judgment in the Rosemere  
23 Litigation I against the Association in favor of the Lytle Trust is not against, and is not an obligation of,  
24  
25

26 <sup>1</sup> The April 2017 Order included an order that the Lytle Trust had slandered title. The Court  
27 subsequently determined that it had not made findings of fact or conclusions of law on this issue and  
28 amended accordingly by entering the July 2017 Order without any order on the slander of title claim.  
The slander of title claim was later dismissed by stipulation between the parties. *See* Notice of Entry of  
Stipulation and Order to Dismiss All Remaining Claims Without Prejudice filed on January 14, 2019.

1 the Boulden Trust and Lamothe Trust; and the Final Judgment against the Association in the Rosemere  
2 Litigation I is not an obligation or debt owed by the Boulden Trust and Lamothe Trust.

3 3. The July 2017 Order also included the following permanent injunction at page 7:

4 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants  
5 are permanently enjoined from recording and enforcing the Final Judgment from the Rosemere  
6 LPA Litigation or any abstracts related thereto against the Boulden Property or the Lamothe  
7 Property.

8 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Defendants  
9 are permanently enjoined from taking any action in the future against the Plaintiffs or their  
10 properties based upon the Rosemere LPA Litigation.

11 4. The Court ordered the Lytle Trust to expunge the Abstracts of Judgment that it had  
12 recorded against properties owned by the Boulden Trust and Lamothe Trust. The Lytle Trust released  
13 the Abstracts of Judgment, but immediately recorded two *lis pendens* against the Boulden Trust and  
14 Lamothe Trust properties. Thereafter, the Lytle Trust refused to voluntarily expunge the *lis pendens* and  
15 the Boulden Trust and Lamothe Trust were forced to file a Motion to Expunge *Lis Pendens*. This Court  
16 summarily granted the Motion on June 23, 2017 and the *lis pendens* were ordered stricken, but the Lytle  
17 Trust was not held in contempt.

18 5. The Lytle Trust appealed the July 2017 Order and the Nevada Supreme Court issued an  
19 Order of Affirmance on December 4, 2018 in Case No. 73039, *Trudi Lee Lytle v. Marjorie B. Boulden*  
20 (“First Order of Affirmance”).<sup>2</sup>

21 6. After entry of the July 2017 Order, the September Trust, Zobrist Trust, Sandoval Trust,  
22 and Gegens, which also own property within the Rosemere Subdivision, approached the Lytle Trust and  
23 requested that it release the Abstracts of Judgment recorded against their properties as well. After the  
24 Lytle Trust refused to release the Abstracts of Judgment as to their properties, the September Trust,  
25 Zobrist Trust, Sandoval Trust, and Gegens filed a Complaint against the Lytle Trust in Case No. A-17-  
26 765372-C, which was consolidated with this Case (Case No. A-16-747900-C) on February 21, 2018.

27 <sup>2</sup> The Boulden Trust sold its property to the Dismans on August 4, 2017. This Court subsequently held,  
28 in an Order entered on or about December 26, 2018, that the July 2017 Order likewise applied to the  
Rosemere Litigation II Judgment, which the Lytle Trust sought to enforce against the Lamothe Trust  
and the Dismans’ and their properties after entry of the July 2017 Order.

1           7.     On May 24, 2018, this Court entered its Order Granting Motion for Summary Judgment  
2 or, in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary  
3 Judgment (“May 2018 Order”) in favor of the September Trust, Zobrist Trust, Sandoval Trust, and  
4 Gegens and against the Lytle Trust. The May 2018 Order is hereby incorporated by reference.

5           8.     In the May 2018 Order, the Court concluded, in part, that: the Association is a “limited  
6 purpose association” as referenced in NRS 116.1201(2); as a limited purpose association, NRS 116.3117,  
7 the statute upon which the Lytle Trust relied to record the Abstracts of Judgment, is not applicable to the  
8 Association; as a result of the Rosemere Litigation I between the Lytle Trust and the Association, the  
9 Amended CC&Rs at issue were judicially declared to have been improperly adopted and recorded, were  
10 invalid, have no force and effect, and were declared *void ab initio*; the September Trust, Zobrist Trust,  
11 Sandoval Trust, and Gegens were not parties to the Rosemere Litigation I, Rosemere Litigation II, or  
12 Rosemere Litigation III; the September Trust, Zobrist Trust, Sandoval Trust, and Gegens were not  
13 “losing parties” in the Rosemere Litigation I, Rosemere Litigation II, or Rosemere Litigation III per  
14 Section 25 of the Original CC&Rs; the Judgments issued in the Rosemere Litigation I, Rosemere  
15 Litigation II, or Rosemere Litigation III (collectively the “Rosemere Judgments”) against the Association  
16 in favor of the Lytle Trust are not against, and are not an obligation of, the September Trust, Zobrist  
17 Trust, Sandoval Trust, or Gegens to the Lytle Trust; and the Rosemere Judgments against the Association  
18 are not an obligation or debt owed by the September Trust, Zobrist Trust, Sandoval Trust, or Gegens to  
19 the Lytle Trust.

20           9.     The May 2018 Order, at page 10, lines 10-19, contained the following permanent  
21 injunction:

22           IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust  
23 is permanently enjoined from recording and enforcing the Judgments obtained from the  
24 Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other  
judgments obtained against the Association, against the September Property, Zobrist Property,  
Sandoval Property or Gegen Property.

25           IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust  
26 is permanently enjoined from taking any action in the future directly against the Plaintiffs or  
27 their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere  
28 Litigation III.

10. On June 19, 2018, the Lytle Trust appealed the May 2018 Order to the Nevada Supreme Court, Case No. 76198, *Trudi Lee Lytle v. September Trust, Dated March 23, 1972*. This appeal was consolidated with the Lytle Trust's subsequent appeal of an award of attorney's fees and costs in favor of the September Trust, Zobrist Trust, Sandoval Trust, and Gegens under NRS 18.010(2)(b), Case No. 77007. The Supreme Court entered its Order of Affirmance affirming the May 2018 Order and subsequent fees order on March 2, 2020 ("Second Order of Affirmance").

11. On June 8, 2018, the Lytle Trust filed a new action, Case No. A-18-775843-C, *Trudi Lee Lytle et al. v. Rosemere Estates Property Owners' Association* ("Receivership Action"), asserting claims against the Association for (a) Declaratory Judgment, and (b) Breach of Contract/Easement Agreement. The prayer for relief in the Receivership Action sought:

a. an Order declaring that the Association must continue to operate as required by the CC&Rs and Chapters 82 and 116 of the Nevada Revised Statutes, which includes, but is not limited to: 1) maintaining the landscaping in the exterior wall planters; 2) maintaining the exterior perimeter and frontage; 3) maintaining the entrance gate; 4) maintaining the private drive and sewer system; 5) ensuring that homeowners are paying their assessments; 6) seeking collection activity against any homeowners that have failed to pay their assessments; 7) paying known creditors of the Association; 8) specially assessing the homeowners to ensure that enough proceeds exist within the HOA funds to pay all known creditors assessing; and 9) any other activity required under Nevada law.

b. specific performance requiring the Association to comply with the CC&Rs, as well as other Nevada law, with respect to the Association's maintenance and day-to-day activities;

c. injunctive relief preventing the Association from violating the terms of the CC&RS, as well as other Nevada law, moving forward;

d. appointment of a receiver to handle the maintenance obligations and day-to-day activities, including the financial activities regarding assessments and creditors, until a duly constituted board may be instituted and power transitioned thereto; and



1 e. reasonable attorneys' fees, costs of suit and litigation, and such other and further  
2 relief as the Court deems just and proper

3 12. The Complaint in the Receivership Action alleges that the Association is not functioning,  
4 that the common elements of the community are not being maintained, and that "the Association has not  
5 paid known creditors of the Association, which includes, but is not limited to, the annual dues to the  
6 Nevada Secretary of State or the Nevada Department of Real Estate or the Lytles, which hold multiple  
7 judgments against the Association." Complaint at ¶ 21.

8 13. In a Renewed Application for Appointment of Receiver filed by the Lytle Trust on October  
9 24, 2019 ("Application") in the Receivership Action, the Lytle Trust asserts that one reason for a Receiver  
10 over the Association was due to the Association's refusal to pay the Rosemere Judgments, including its  
11 refusal to assess Association members, including the Plaintiffs, so the Association could pay the  
12 Rosemere Judgments. Application at 3:2-4, 5:17-18 ("Additional grounds exist because the Association  
13 is refusing to pay and refusing to assess Association members related to various monetary judgments  
14 awarded to the Lytles against the Association"), 13:19-28 ("A receiver may be appointed...[a]fter  
15 judgment, to carry the judgment into effect" (quoting NRS 32.010(3))), 14:1-2, 16-28 ("the Lytle Trust  
16 obtained judgments against the Association and a Receiver is needed to carry those judgments into  
17 effect"), 15:20-25 ("the Association has a duty...to pay its debts, including the Judgments obtained by  
18 the Lytle Trust"), 16:17-22 ("the Association is without any governing body to assess the homeowners  
19 and pay the judgments").

20 14. The Lytle Trust disclosed to the judge in the Receivership Action (the "Receivership  
21 Court") that the Amended CC&Rs had been judicially declared *void ab initio* and of no force or effect.  
22 *Id.* at 8:11-12 (the District "Court determined that the Amended CC&Rs were not properly adopted or  
23 recorded, that the Amended CC&Rs are invalid, and that the Amended CC&Rs have no force or effect");  
24 8 at n.3 ("Note, Rosemere 2 Litigation commenced more than six years *before* the Court in Rosemere 1  
25 Litigation ruled that the Amended CC&Rs were invalid.") (emphasis in original); 9:13-17 ("In granting  
26 the Lytle Trust's Motion for Attorneys' Fees, the district court in the Rosemere 1 and Rosemere 2  
27 Litigations . . . held that the Lytle Trust could recover attorneys' fees under the Amended CC&Rs because  
28

1 that document, while declared *void ab initio* by the district court, was in effect and enforced by the  
2 Association against the Lytle Trust at all times during the underlying litigation.”).

3 15. However, The Lytle Trust further argued in the Application that the Amended CC&Rs  
4 provide authority for a receiver to make special assessments on the Plaintiffs’ and other owners’  
5 properties to collect funds to pay the Rosemere Judgments. *Id.* at 11:4-28, 13:1-17, 17:1-9. The Lytle  
6 Trust’s Application included a section heading in its Statement of Fact section titled “The Amended  
7 CC&Rs Grant the Association Authority to Assess Each Unit for Payment of Judgments Against the  
8 Association.” *Id.* at 11:4-5. The Lytle Trust also represented that “the District Court already ruled that  
9 the Association is liable for attorneys’ fees, costs and damages pursuant to the Amended CC&Rs, which  
10 provide the Association with the ability to specially assess each property (unit) for the costs of the  
11 judgments. Amended CC&Rs ¶ 10.11, Exhibit 16.” *Id.* at 17:6-9.

12 16. The Lytle Trust did not inform the Receivership Court about this Case, the July 2017 Order,  
13 May 2018 Order, or the Orders of Affirmance.<sup>3</sup> The Lytle Trust did not inform the Receivership Court  
14 that this Court had issued permanent injunctions against the Lytle Trust relating to enforcement of the  
15 Rosemere Judgments against the Plaintiffs, the Boulden Trust, the Lamothe Trust, the Dismans, or their  
16 properties.

17 17. On December 18, 2019, based on the Lytle Trust’s Application, the Receivership Court  
18 entered an Order Appointing a Receiver of Defendant Rosemere Property Owners Association (“Order  
19 Appointing Receiver”). The Order Appointing Receiver, drafted by the Lytle Trust, directs the Receiver  
20 to “[i]ssue and collect a special assessment upon all owners within the Association to satisfy the Lytle  
21 Trust’s judgments against the Association.” Order Appointing Receiver at 2:19-20. It further empowers  
22 the Receiver with “the authority to assess all Association unit owners to pay for any operation costs or  
23 to pay for judgments against the Association. If an Association member does not pay an assessment then  
24 the Receiver may proceed to foreclose on said member’s ownership interest in the property.” *Id.* at 6:4-  
25 7.

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27 <sup>3</sup> The Court notes that the Second Order of Affirmance was issued after entry of the Order Appointing  
28 Receiver and the Lytle Trust could not have informed the Receivership Court of it prior to entry of the  
Order Appointing Receiver.

18. On or around January 22, 2020, the Plaintiffs and the Dismans<sup>4</sup> each received a letter from Kevin Singer of Receivership Specialists regarding the appointment of Mr. Singer as the Receiver in the Receivership Action (“Receiver Letter”). In the Receiver Letter, Mr. Singer states that “[t]he appointment of the receivership is predicated on judgments against the HOA in the approximate amount of \$1,481,822 by the Lytle family (“the Plaintiff”).... These judgments need to be paid and the Court agreed with the Plaintiff by appointing a Receiver to facilitate the satisfying of the judgments.... We would like to meet with title holding members of the HOA...[to] share three ideas we have to pay these judgments.”

19. On January 29, 2020, counsel for Plaintiffs sent a letter to the Receiver, with a copy to counsel for the Lytle Trust, notifying the Receiver that the Orders and Permanent Injunctions issued in this Case prevent further effort to collect the Rosemere Judgments from the Plaintiffs or other property owners. The Plaintiffs expressed their belief this effort to assess the property owners to pay the Rosemere Judgments violated this Court’s Orders and demanded that the Receiver cease and desist.

20. On March 4, 2020, the Plaintiffs filed the instant Motion informing the Court about the Lytle Trust’s actions and seeking sanctions for violation of this Court’s May 2018 Order. The Boulden Trust and Lamothe Trust filed a Joinder to the Motion on March 5, 2020.<sup>5</sup> The Dismans filed a Joinder to the Motion on March 6, 2020.

21. The Association has never been a party to this Case.

### **CONCLUSIONS OF LAW**

1. This case has a history, such as the filing of the *lis pendens* against the Boulden Trust and Lamothe Trust properties after the Court had ordered the expungement of the Abstracts of Judgment and continued enforcement of the Abstracts of Judgment against the September Trust, Zobrist Trust, Sandoval Trust, and Gegens’ properties after entry of the July 2017 Order, that demonstrates that the Lytle Trust does not respect this Court’s Orders.

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<sup>4</sup> At the time, the Boulden Trust and Lamothe Trust no longer held title to any property within the Rosemere Subdivision, having sold their properties on August 4, 2017, and May 1, 2019, respectively.

<sup>5</sup> After the hearing on the Motion but prior to entry of this Order, the Boulden Trust and the Lamothe Trust withdrew their Joinders pursuant to a settlement with the Lytle Trust. Therefore, the Boulden Trust and Lamothe Trust are no longer considered movants for purposes of the relief granted herein.

2. This Court has inherent power to enforce its decrees, orders and judgments. A party is required to adhere to court orders, even disagreeable or erroneous orders, until terminated or overturned.

3. The proper course of action if a party disagrees with a Court order is to appeal.

4. The May 2018 Order must be obeyed by the Lytle Trust.

5. Each paragraph, each finding of fact, and each conclusion of law in the May 2018 Order must be given its plain meaning, and each paragraph of that Order's permanent injunction must be obeyed by the Lytle Trust.

6. As a result of the Findings of Fact and Conclusions of Law in the May 2018 Order, there were specific orders which are not mutually exclusive. Each issue ordered by the Court should be given its meaning, and they are not in conflict.

7. The Court's factual determinations and conclusions of law culminated with the permanent injunction language starting at Page 10, Line 10 of the May 2018 Order, which stated:

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from recording and enforcing the Judgments obtained from the Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other judgments obtained against the Association, against the September Property, Zobrist Property, Sandoval Property or Gegen Property.

IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the Lytle Trust is permanently enjoined from taking any action in the future directly against the Plaintiffs or their properties based upon the Rosemere Litigation I, Rosemere Litigation II or Rosemere Litigation III.

8. These paragraphs are not mutually exclusive and each must be obeyed by the Lytle Trust.

9. The Findings of Fact, Conclusions of Law, and Orders contained in the May 2018 Order, including the permanent injunctions, are clear, specific and unambiguous as to what the parties could and could not do in this case. Further, the terms of the permanent injunction are specific and definite so that the Lytle Trust could readily know exactly what duties or obligations were imposed on it.

10. The May 2018 Order's permanent injunction clearly precluded the Lytle Trust from doing anything as it relates to enforcing and recording the Rosemere Judgments against the Plaintiffs and Dismans or their properties.

11. Indeed, the Lytle Trust has no judgment creditor rights to try to collect the Rosemere Judgments from the Plaintiffs or Dismans in any way, shape, or form.

12. The Plaintiffs have demonstrated by clear and convincing evidence that the Lytle Trust violated the clear and specific terms of the permanent injunction found in the May 2018 Order when it initiated an action against the Association that included a prayer for appointment of a receiver, applied for appointment of a receiver, and argued that the Association, through the Receiver, could make special assessments on the Plaintiffs' and other property owners for the purpose of paying the Rosemere Judgments, all while failing to inform the Receivership Court of this Case, this Court's Orders, or that the Lytle Trust had been enjoined from enforcing the Rosemere Judgments against the Plaintiffs, the Boulden Trust, the Lamothe Trust, and the Dismans, or their properties.

13. The Lytle Trust's actions, as stated in the Findings of Fact and set forth herein, directly and indirectly violated the May 2018 Order.

14. Any references to the power of assessment exercised by the Association, or the Receiver on behalf of the Association, against the individual homeowners for payment of the Rosemere Judgments in the Order Appointing Receiver, as advocated for and drafted by the Lytle Trust, directly and indirectly violates the May 2018 Order.

15. The Lytle Trust has failed to show why it was unable to comply with the May 2018 Order.

16. The Lytle Trust has failed to demonstrate how its actions did not violate the clear and specific terms of the May 2018 Order.

17. A party may be held in contempt of court for disobedience or resistance to any lawful order issued by the court. NRS 22.010(3)

18. "[I]f a person is found guilty of contempt, a fine may be imposed on the person not exceeding \$500 or the person may be imprisoned not exceeding 25 days, or both." NRS 22.100(2).

19. In addition, the court may award "reasonable expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt." NRS 22.100(3).

### **ORDER**

Based upon the Findings of Fact and Conclusions of Law above, and good cause appearing therefore,

1           **IT IS HEREBY ORDERED ADJUDGED AND DECREED** that Plaintiffs' Motion for Order  
2 to Show Cause Why the Lytle Trust Should Not Be Held in Contempt for Violation of Court Orders, as  
3 well as the Joinders thereto filed by the Boulden Trust, the Lamothe Trust, and the Dismans, are  
4 GRANTED.

5           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
6 violated the May 2018 Order.

7           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
8 is in contempt of the May 2018 Order.

9           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust  
10 shall pay a \$500 penalty to each movant for violation of the May 2018 Order; specifically, \$500 payable  
11 to the September Trust, \$500 payable to the Zobrist Trust, \$500 payable to the Sandoval Trust, \$500  
12 payable to the Gegens, and \$500 payable to the Dismans.

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1 **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the September  
2 Trust, Zobrist Trust, Sandoval Trust, Gegens, and Dismans, may file applications for their reasonable  
3 expenses, including, without limitation, attorney's fees, incurred by the party as a result of the contempt.  
4 The Court will consider such applications on the merits.

5 **IT IS SO ORDERED.**

6 Dated this 22 day of May, 2020.

7   
DISTRICT COURT JUDGE CG

9 **Submitted by:**

10 **CHRISTENSEN JAMES & MARTIN**

/s/ Wesley J. Smith

11 Wesley J. Smith, Esq.  
12 Nevada Bar No. 11871  
13 Laura J. Wolff, Esq.  
14 Nevada Bar No. 6869  
15 7440 W. Sahara Ave.  
Las Vegas, NV 89117  
*Attorneys for Plaintiffs September Trust,  
Zobrist Trust, Sandoval Trust, and  
Dennis & Julie Gegen*

**Approved as to Form and Content by:**

**FIDELITY NATIONAL LAW GROUP**

/s/ Christina H. Wang

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*Attorneys for Robert & Yvonne Disman*

16 **Reviewed by Not Approved by:**

17 **LEWIS ROCA ROTHBERGER CHRISTIE**  
18 **LLP**

Reviewed But Not Approved

19 DAN R. WAITE, ESQ.  
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23 *Attorneys for Lytle Trust*  
24  
25  
26  
27  
28

**RE: Case No. A-16-747800-C - Boulden v. Lytle - ORDR - Proposed Order Granting Plaintiffs' Motion for Order to Show Cause**

Wang, Christina <Christina.Wang@fnf.com>

Mon 5/18/2020 9:52 AM

To: Wesley Smith <wes@cjmlv.com>

Cc: Engelman, Lace <Lace.Engelman@fnf.com>

Approved – thanks.

Christina H. Wang

Litigation Counsel

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**PLEASE NOTE THAT OUR OFFICE HAS MOVED TO THE ABOVE ADDRESS.**

*The Law Division of Alamo Title Insurance, Chicago Title Insurance Co., Commonwealth Land Title Insurance Co., Fidelity National Title Insurance Co., and Fidelity National Title Group, Inc.*

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---

**From:** Wesley Smith <wes@cjmlv.com>

**Sent:** Monday, May 18, 2020 9:45 AM

**To:** Wang, Christina <Christina.Wang@fnf.com>

**Cc:** Engelman, Lace <Lace.Engelman@fnf.com>

**Subject:** Re: Case No. A-16-747800-C - Boulden v. Lytle - ORDR - Proposed Order Granting Plaintiffs' Motion for Order to Show Cause

**IMPORTANT NOTICE** - This message sourced from an external mail server outside of the Company.

Christina,

Per our discussion, can you please approve this version which adds the date to footnote 2?

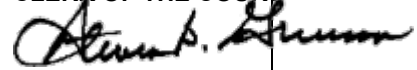
Wes Smith

Christensen James & Martin



**EXHIBIT B**

**EXHIBIT B**



NEOJ  
CHRISTENSEN JAMES & MARTIN  
KEVIN B. CHRISTENSEN, ESQ.  
Nevada Bar No. 175  
WESLEY J. SMITH, ESQ.  
Nevada Bar No. 11871  
LAURA J. WOLFF, ESQ.  
Nevada Bar No. 6869  
7440 W. Sahara Avenue  
Las Vegas, Nevada 89117  
Tel.: (702) 255-1718  
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Email: kbc@cjmlv.com; wes@cjmlv.com; ljw@cjmlv.com  
*Attorneys for September Trust, Zobrist Trust, Sandoval Trust  
and Dennis & Julie Gegen*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

TRUDI LEE LYTLE, JOHN ALLEN  
LYTLE, THE LYTLE TRUST, DOES I  
through X, and ROE CORPORATIONS I  
through X,

Defendants.

Case No.: A-16-747800-C  
Dept. No.: XVI

**NOTICE OF ENTRY OF ORDER  
DENYING DEFENDANT LYTLE  
TRUST'S MOTION FOR  
CLARIFICATION AND EX PARTE  
REQUEST FOR ORDER  
SHORTENING TIME**

Date: July 2, 2020  
Time: 9:00 a.m.

SEPTEMBER TRUST, DATED MARCH 23,  
1972; GERRY R. ZOBRIST AND JOLIN G.  
ZOBRIST, AS TRUSTEES OF THE GERRY  
R. ZOBRIST AND JOLIN G. ZOBRIST  
FAMILY TRUST; RAYNALDO G.  
SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C  
Dept. No.: XVI

CONSOLIDATED

1 DEVOLUTION TRUST DATED MAY 27,  
2 1992; and DENNIS A. GEGEN AND JULIE  
3 S. GEGEN, HUSBAND AND WIFE, AS  
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN  
8 LYTLE, AS TRUSTEES OF THE LYTLE  
9 TRUST; JOHN DOES I through V; and ROE  
10 ENTITIES I through V, inclusive,

11 Defendants.

12 PLEASE TAKE NOTICE that on July 15, 2020, an Order Denying Defendant Lytle  
13 Trust's Motion for Clarification and Ex Parte Request for Order Shortening Time was filed with  
14 the Court, a copy of which is attached hereto.

15 DATED this 15<sup>th</sup> day of July, 2020.

16 **CHRISTENSEN JAMES & MARTIN**

17 By: /s/ Wesley J. Smith, Esq.

18 Wesley J. Smith, Esq.

19 Nevada Bar No. 11871

20 Laura J. Wolff, Esq.

21 Nevada Bar No. 6869

22 7440 W. Sahara Ave.

23 Las Vegas, NV 89117

24 *Attorneys for Plaintiffs September Trust,*

25 *Zobrist Trust, Sandoval Trust, and*

26 *Dennis & Julie Gegen*

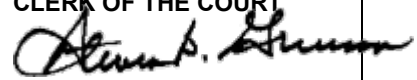
**CERTIFICATE OF SERVICE**

I am an employee of Christensen James & Martin. On July 15, 2020, I caused a true and correct copy of the foregoing NOTICE OF ENTRY OF ORDER DENYING DEFENDANT LYTTLE TRUST'S MOTION FOR CLARIFICATION AND EX PARTE REQUEST FOR ORDER SHORTENING TIME, to be served in the following manner:

☒ **ELECTRONIC SERVICE**: electronic transmission (E-Service) through the Court's electronic filing system pursuant to Rule 8.05 of the Rules of Practice for the Eighth Judicial District Court of the State of Nevada.

Liz Gould (liz@foleyoakes.com)  
Daniel Foley (Dan@foleyoakes.com)  
Joel Henriod (JHenriod@LRRC.com)  
Daniel Polsenberg (DPolsenberg@LRRC.com)  
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Shara Berry (sberry@gibbsgiden.com)  
Daniel Hansen (dhansen@gibbsgiden.com)

/s/ Natalie Saville  
Natalie Saville



1 **ORDR**

2 **CHRISTENSEN JAMES & MARTIN**

3 KEVIN B. CHRISTENSEN, ESQ.

Nevada Bar No. 175

4 WESLEY J. SMITH, ESQ.

Nevada Bar No. 11871

5 LAURA J. WOLFF, ESQ.

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6 7440 W. Sahara Avenue

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7 Tel.: (702) 255-1718

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8 Email: kbc@cjmlv.com; wes@cjmlv.com; ljw@cjmlv.com

*Attorneys for September Trust, Zobrist Trust, Sandoval Trust*

*and Dennis & Julie Gegen*

9 **EIGHTH JUDICIAL DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 MARJORIE B. BOULDEN, TRUSTEE OF  
12 THE MARJORIE B. BOULDEN TRUST,  
13 LINDA LAMOTHE AND JACQUES  
14 LAMOTHE, TRUSTEES OF THE  
15 JACQUES & LINDA LAMOTHE LIVING  
16 TRUST,

17 Plaintiffs,

18 vs.

19 TRUDI LEE LYTLE, JOHN ALLEN  
20 LYTLE, THE LYTLE TRUST, DOES I  
21 through X, and ROE CORPORATIONS I  
22 through X,

23 Defendants.

Case No.: A-16-747800-C

Dept. No.: XVI

**ORDER DENYING DEFENDANT  
LYTLE TRUST'S MOTION FOR  
CLARIFICATION AND EX PARTE  
REQUEST FOR ORDER  
SHORTENING TIME**

Date: July 2, 2020

Time: 9:00 a.m.

24 SEPTEMBER TRUST, DATED MARCH 23,  
25 1972; GERRY R. ZOBRIST AND JOLIN G.  
26 ZOBRIST, AS TRUSTEES OF THE GERRY  
27 R. ZOBRIST AND JOLIN G. ZOBRIST  
28 FAMILY TRUST; RAYNALDO G.  
SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C

Dept. No.: XVI

CONSOLIDATED

1 DEVOLUTION TRUST DATED MAY 27,  
2 1992; and DENNIS A. GEGEN AND JULIE  
3 S. GEGEN, HUSBAND AND WIFE, AS  
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN  
8 LYTLE, AS TRUSTEES OF THE LYTLE  
9 TRUST; JOHN DOES I through V; and ROE  
10 ENTITIES I through V, inclusive,

11 Defendants.

12 Presently before the Court is Defendant Lytle Trust's Motion for Clarification and Ex Parte  
13 Request for Order Shortening Time ("Motion for Clarification") and the Opposition filed by the  
14 Plaintiffs, and the Reply, which came on for hearing on July 2, 2020 at 9:00 a.m. in Department XVI of  
15 the Eighth Judicial District Court, Clark County, Nevada.

16 Wesley J. Smith, Esq. of Christensen James & Martin, Chtd. appeared on behalf of September  
17 Trust, dated March 23, 1972, Gerry R. Zobrist and Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist  
18 and Jolin G. Zobrist Family Trust, Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as Trustees  
19 of the Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust dated May 27, 1992, and  
20 Dennis A. Gegen and Julie S. Gegen, Husband and Wife, as Joint Tenants (collectively the "Plaintiffs").  
21 Christina H. Wang, Esq. of Fidelity National Law Group appeared on behalf of Robert Z. Disman and  
22 Yvonne A. Disman (the "Dismans"). Dan R. Waite, Esq. of Lewis Roca Rothgerber Christie LLP  
23 appeared on behalf of Trudi Lee Lytle and John Allen Lytle, as Trustees of the Lytle Trust ("Lytle  
24 Trust").

25 The Court having considered the Motion, Opposition, and Reply, having heard the arguments of  
26 counsel, and with good cause appearing therefore, the Court hereby denies the Motion and enters the  
27 following Findings of Fact, Conclusions of Law, and Order:

28 ///

///

///

**FINDINGS OF FACT**

1  
2 1. On May 24, 2018, this Court entered its Order Granting Motion for Summary Judgment  
3 or, in the Alternative, Motion for Judgment on the Pleadings and Denying Countermotion for Summary  
4 Judgment (“May 2018 Order”) in favor of the September Trust, Zobrist Trust, Sandoval Trust, and  
5 Gegens and against the Lytle Trust. The May 2018 Order is hereby incorporated by reference.

6 2. On October 24, 2019, the Lytle Trust filed its Renewed Application for Appointment of  
7 Receiver in *Trudi Lee Lytle and John Allen Lytle, as trustees of the Lytle Trust v. Rosemere Estates*  
8 *Property Owners’ Association*, Case No. A-18-775843-C, Eighth Judicial District Court, Clark County,  
9 Nevada, which case was assigned to Judge J. Kishner (the “Receivership Action”).

10 3. On December 18, 2019, Judge Kishner entered her Order Appointing a Receiver of  
11 Defendant Rosemere Property Owners Association (the “Order Appointing Receiver”). Among other  
12 rights, powers, and duties, the Order Appointing Receiver instructed the receiver to “[i]ssue and collect a  
13 special assessment upon all owners within the Association to satisfy the Lytle Trust’s judgments against  
14 the Association.” (Order Appointing Receiver at 2:19-20).

15 4. On March 4, 2020, Plaintiffs filed a Motion for Order to Show Cause Why the Lytle  
16 Trust Should Not Be Held in Contempt for Violation of Court Orders (“Contempt Motion”), which  
17 alleged the Lytle Trust violated the May 2018 Order by seeking the appointment of a receiver over the  
18 Rosemere Estates Property Owners’ Association (the “Association”) in the Receivership Action for the  
19 purpose of collecting its Judgments through special assessments on the Plaintiffs and other property  
20 owners. The Lytle Trust opposed the Contempt Motion.

21 5. The Contempt Motion came on for hearing on April 22, 2020.

22 6. During the hearing held on April 22, 2020, with regard to the scope of the May 2018  
23 Order, the following exchange occurred:

24 MR WAITE: And I’ll ask it again, and I’ll ask it maybe not as a rhetorical question.

25 Pending the answer, quite honestly, I may have nothing else to say. I may have  
26 nothing that I know of to say. But *did you intend by your Permanent Injunction*

1 *here to strip the Lytle Trust of all of its judgment creditor rights against the*  
2 *judgment debtor association?*

3 THE COURT: Well, the association wasn't a party, but the bottom line is this: **I**  
4 **stripped the Lytle Trust of their ability and right to enforce those judgments vis-**  
5 **a-vis the homeowners in this case.**

6 April 22, 2020 Transcript at 38:25-39:12 (emphasis added).

7 7. At the end of the hearing, the Court entered an oral ruling granting the Contempt Motion.

8 8. On May 18, 2020, the Plaintiffs submitted a proposed order with explanation of the  
9 wording that the Parties could not agree on.

10 9. On May 19, 2020, the Lytle Trust submitted a competing proposed order and filed the  
11 Motion for Clarification seeking to clarify, *inter alia*, what judgment creditor rights the Lytle Trust  
12 could or could not exercise without violating the May 2018 Order.

13 10. On May 22, 2020, this Court entered its Findings of Fact, Conclusions of Law, and Order  
14 Granting Plaintiffs' Motion for Order to Show Cause Why the Lytle Trust Should Not Be Held in  
15 Contempt for Violation of Court Orders ("Contempt Order") against the Lytle Trust. The May 2020  
16 Order is hereby incorporated by reference.

17 11. The Contempt Order entered on May 22, 2020 was the Order proposed by the Plaintiffs.

18 12. The Contempt Order, with regard to the May 2018 Order, stated the following  
19 Conclusions of Law:

20 10. The May 2018 Order's permanent injunction clearly precluded the Lytle  
21 Trust from doing anything as it relates to enforcing and recording the Rosemere  
22 Judgments ***against the Plaintiffs and Dismans or their properties.***

23 11. Indeed, the Lytle Trust has no judgment creditor rights to try to collect the  
24 Rosemere Judgments ***from the Plaintiffs or Dismans*** in any way, shape, or form.

25 Contempt Order at 10:23-28 (emphasis added).

26 13. The Defendant's proposed order did not have the language emphasized above and this  
27 difference between the competing orders was highlighted by the parties in their proposals.  
28



14. All of the Court's decisions in this case, including the May 2018 Order and the Contempt Order, are based upon the history of this case, and more specifically, the Findings of Fact, Conclusions of Law, and Order Granting the Boulden Trust and Lamothe Trust's Motion for Partial Summary Judgment entered by the Court on April 26, 2017 ("April 2017 Order") against the Lytle Trust.<sup>1</sup> The April 2017 Order is hereby incorporated by reference.

15. The April 2017 Order has been the ruling of this Court for over three years, was subject to review by the Nevada Supreme Court, and withstood appellate scrutiny.

16. The May 2018 Order referenced the April 2017 Order and borrowed its Findings of Fact and Conclusions of Law.

17. The April 2017 Order states clearly what actions can and cannot be taken by the Lytle Trust, as follows:

18. **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Defendants are permanently enjoined from taking any action in the future against the Plaintiffs or their properties based upon the Rosemere LPA Litigation.

19. April 2017 Order, 7:1-3; July 2017 Order 7:1-3.

20. The April 2017 Order also contains the following:

3. As a result of the Rosemere LPA Litigation, the Amended CC&Rs were judicially declared to have been improperly adopted and recorded, the Amended CC&Rs are invalid and have no force and effect and were declared void ab initio.

4. The Plaintiffs were not parties to the Rosemere LPA Litigation.

5. The Plaintiffs were not "losing parties" in the Rosemere LPA Litigation as per Section 25 of the Original CC&Rs.

6. The Final Judgment in favor of the Defendants is not against, and is not an obligation of, the Plaintiffs.

---

<sup>1</sup> As noted in the Contempt Order at 3:8-14 and n.1, the April 2017 Order was modified on July 27, 2017 by removing any order on the slander of title claim, which is not at issue in the present Motion and did not impact the language of the April 2017 Order quoted herein.

7. The Final Judgment against the Association is not an obligation or debt owed by the Plaintiffs.

April 2017 Order at 4:23-5:7; July 2017 Order at 4:14-23.

### **CONCLUSIONS OF LAW**

1. The Court made its intentions clear at the April 22, 2020 hearing when it stated “I stripped the Lytle Trust of their ability and right to enforce those judgments vis-a-vis the homeowners in this case.” April 22, 2020 Transcript at 38:25-39:12.

2. Any doubt as to the Court’s intent regarding the May 2018 Order was resolved by entry of the written May 2020 Order after consideration of the competing orders submitted by the Plaintiffs and Defendant, specifically when the Court entered the following Conclusions of Law:

10. The May 2018 Order’s permanent injunction clearly precluded the Lytle Trust from doing anything as it relates to enforcing and recording the Rosemere Judgments ***against the Plaintiffs and Dismans or their properties.***

11. Indeed, the Lytle Trust has no judgment creditor rights to try to collect the Rosemere Judgments ***from the Plaintiffs or Dismans*** in any way, shape, or form. Contempt Order at 10:23-28 (emphasis added).

3. The Court conclusively answered the Lytle Trust’s question by entering the Order prepared by the Plaintiffs that included the emphasized language.

4. The Court did not hold the Lytle Trust in contempt for violating the April 2017 Order and does not expand its Contempt Order to include the April 2017 Order by entering this Order.

5. The thrust and focus of all the Court’s decisions in this matter are based upon the history of this case, including the April 2017 Order entered 3 years ago.

6. The April 2017 Order stating Defendants are permanently enjoined from taking “any action” in the future against the Plaintiffs or their properties based upon the Rosemere LPA Litigation was also clear.

7. The broad and the plain meaning of the term “any action” means any action, whether direct or indirect.

1           8.       The April 2017 Order must be looked at in its entirety to determine its thrust, scope and  
2 impact with respect to what kind of action can be taken by the Lytle Trust with regard to collecting on  
3 its Judgments against the Association.

4           9.       The April 2017 Order made clear that the Rosemere Judgments are not against the  
5 Plaintiffs or an obligation or debt owed by the Plaintiffs.

6           10.      The April 2017 Order also made clear that the Lytle Trust cannot take any action against  
7 the Plaintiffs to attempt to collect its Judgments against the Association.

8           11.      The May 2018 Order contains nearly identical Findings of Fact, Conclusions of Law, and  
9 Orders.

10          12.      Therefore, any action by the Lytle Trust to collect its Judgments against the Association  
11 that results in payment of the Judgments by the Plaintiffs is a violation of the May 2018 Order.

12          13.      This Court cannot make decisions based upon hypothetical situations presented by the  
13 Lytle Trust. A case has to be ripe for adjudication and any decision based upon the facts of this case.

14          14.      Because the language of the Orders discussed herein is clear, there is no clarification  
15 needed or that the Court can provide.

16           ///

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**ORDER**

Based upon the Findings of Fact and Conclusions of Law above, and good cause appearing therefore,

**IT IS HEREBY ORDERED ADJUDGED AND DECREED** that Defendant's Lytle Trust Motion for Clarification and Ex Parte Request for Order Shortening Time is DENIED.

**IT IS SO ORDERED.**

Dated this 15th day of July, 2020.

  
DISTRICT COURT JUDGE

CG

**Submitted by:**

**CHRISTENSEN JAMES & MARTIN**

/s/ Wesley J. Smith

Wesley J. Smith, Esq.  
Nevada Bar No. 11871  
Laura J. Wolff, Esq.  
Nevada Bar No. 6869  
7440 W. Sahara Ave.  
Las Vegas, NV 89117  
*Attorneys for Plaintiffs September Trust,  
Zobrist Trust, Sandoval Trust, and  
Dennis & Julie Gegen*

**Approved as to Form and Content —  
Reserving All Appeal Rights – by:**

**LEWIS ROCA ROTHBERGER CHRISTIE  
LLP**

/s/ Dan R. Waite  
DAN R. WAITE, ESQ.  
Nevada Bar 4078  
3993 Howard Hughes Parkway, Suite 600  
Las Vegas, Nevada 89169  
*Attorneys for Lytle Trust*

**RE: Dept 16 - A-16-747800-C - Boulden v. Lytle - Proposed Order Denying Motion for Clarification**

Waite, Dan R. <DWaite@lrrc.com>

Tue 7/14/2020 9:15 AM

To: Wesley Smith <wes@cjmlv.com>

Thank you, Wes. You have my authorization to include my /s/ electronic signature and to submit the Order to the Court. All the best,

Dan

**Dan R. Waite**

Partner

702.474.2638 office

702.949.8398 fax

[dwaite@lrrc.com](mailto:dwaite@lrrc.com)

---

**Lewis Roca**  
ROTHGERBER CHRISTIE

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---

**From:** Wesley Smith <wes@cjmlv.com>

**Sent:** Tuesday, July 14, 2020 9:10 AM

**To:** Waite, Dan R. <DWaite@lrrc.com>

**Subject:** Dept 16 - A-16-747800-C - Boulden v. Lytle - Proposed Order Denying Motion for Clarification

**[EXTERNAL]**

---

Dan,

Attached please find the final version of the Proposed Order Denying Motion for Clarification in the above referenced matter. Please review and if it meets your approval, please respond confirming that I have your permission to affix your /s/ electronic signature and submit the Order to the Court.

Thanks,

Wes Smith

Christensen James & Marn

7440 W. Sahara Ave.

Las Vegas, NV 89117

Tel. (702) 255-1718

Fax (702) 255-0871

[wes@cjmlv.com](mailto:wes@cjmlv.com)

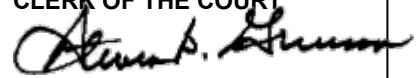
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EXHIBIT E TO  
DOCKETING  
STATEMENT



DANIEL T. FOLEY, ESQ.  
Nevada Bar No. 1078  
FOLEY & OAKES, PC  
1210 S. Valley View Blvd. #208  
Las Vegas, NV 89102  
Tel.: (702) 384-2070  
Fax: (702) 384-2128  
Email: dan@foleyoakes.com  
*Attorneys for the Boulden and  
Lamothe Plaintiffs.*

**DISTRICT COURT**  
\*\*\*  
**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

TRUDI LEE LYTLE AND JOHN ALLEN  
LYTLE, AS TRUSTEES OF THE LYTLE  
TRUST, DOES I through X; and ROE  
CORPORATIONS I through X

*Defendants.*

SEPTEMBER TRUST, DATED MARCH 23,  
1972; et al,

Plaintiffs

v.

TRUDI LEE LYTLE AND JOHN LYTLE, AS  
TRUSTEES OF THE LYTLE TRUST; JOHN  
DOES I through V; and ROW ENTITIES I  
through I inclusive.

Defendants.

Case No. A-16-747800-C  
Dept. No. XVI

**WITHDRAWAL OF JOINDER  
ON PLAINTIFFS SEPTEMBER  
TRUST ET. AL.'S MOTION FOR  
AN ORDER TO SHOW CAUSE  
WHY THE LYTLE TRUST  
SHOULD NOT BE HELD IN  
CONTEMPT FOR VIOLATION  
OF COURT ORDERS**

Case No.: A-17-765372-C  
Dept. No.: XVI



1 Plaintiffs Marjorie B. Boulden, Trustee Of The Marjorie B. Boulden Trust (the “Boulden  
2 Trust”), Linda Lamothe And Jacques Lamothe, Trustees Of The Jacques & Linda Lamothe  
3 Living Trust (“Lamothe Trust”) by and through their attorneys Foley & Oakes, PC, having  
4 entered into a settlement agreement with the Lytle Trust with respect to, among other things,  
5 resolving the Lytle Trust’s Appeal of this Court’s Order granting the Boulden Trust’s and  
6 Lamothe Trust’s Attorneys’ Fees and Costs, hereby provide Notice to the Court and all interested  
7 parties that they hereby withdraw their Joinder filed in this case on March 5, 2020, and  
8 accordingly waive all relief orally awarded by the Court associated with their Joinder.  
9

10 Dated this 14<sup>th</sup> day of May 2020.

11  
12 FOLEY & OAKES, PC

13 **By: /s/ Daniel T. Foley**

14 Daniel T. Foley, Esq.  
15 1210 So. Valley View Blvd., Suite # 208  
16 Las Vegas, NV 89102  
17 (702) 384-2070  
18 *Attorneys for the Boulden and*  
19 *Lamothe Plaintiffs.*  
20  
21  
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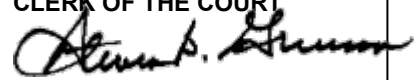
1 **CERTIFICATE OF SERVICE**

2 Pursuant to N.R.C.P. Rule 5(b), I certify that I am an employee of Foley & Oakes, PC  
3 and that on this 14<sup>th</sup> day of May 2020, I caused this document to be served pursuant to NEFCR 9,  
4 upon all registered parties via the Court's electronic filing system.

5 I declare that under penalty of perjury under the laws of the State of Nevada that the  
6 above is true and correct. I further declare that I am employed in the office of a member of the  
7 bar of this court at whose direction this service was made.

8 /s/ Liz Gould  
9 An employee of Foley & Oakes PC  
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EXHIBIT F TO  
DOCKETING  
STATEMENT



**NOE**  
DANIEL T. FOLEY, ESQ.  
Nevada Bar No. 1078  
FOLEY & OAKES, PC  
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Fax: (702) 384-2128  
Email: dan@foleyoakes.com  
*Attorneys for the Boulden and  
Lamothe Plaintiffs.*

**DISTRICT COURT**  
\*\*\*  
**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

TRUDI LEE LYTLE AND JOHN ALLEN  
LYTLE, AS TRUSTEES OF THE LYTLE  
TRUST, DOES I through X; and ROE  
CORPORATIONS I through X

*Defendants.*

Case No. A-16-747800-C  
Dept. No. IX

**NOTICE OF ENTRY OF  
STIPULATION AND ORDER TO  
DISMISS ALL REMAINING  
CLAIMS WITHOUT  
PREJUDICE**

AND ALL RELATED COUNTERCLAIMS  
AND CROSS-CLAIMS

1 SEPTEMBER TRUST, DATED MARCH 23, )  
1972; GERRY R. ZOBRIST AND JOLIN G. )  
2 ZOBRIST, AS TRUSTEES OF THE GERRY )  
R. ZOBRIST AND JOLIN G. ZOBRIST )  
3 FAMILY TRUST; RAYNALDO G. )  
SANDOVAL AND JULIE MARIE )  
4 SANDOVAL GEGEN, AS TRUSTEES OF )  
THE RAYNALDO G. AND EVELYN A. )  
SANDOVAL JOINT LIVING AND )  
5 DEVOLUTION TRUST DATED MAY 27, )  
1992; and DENNIS A. GEGEN AND JULIE )  
6 GEGEN, HUSBAND AND WIFE AS JOINT )  
TENANTS, )  
7 )  
8 )  
9 Plaintiffs )  
v. )  
10 )  
11 TRUDI LEE LYTLE AND JOHN LYTLE, AS )  
TRUSTEES OF THE LYTLE TRUST; JOHN )  
12 DOES I through V; and ROW ENTITIES I )  
through I inclusive. )  
13 )  
14 Defendants. )

Case No.: A-17-765372-C  
Dept. No.: XVIII

15  
16 **NOTICE OF ENTRY OF STIPULATION AND ORDER TO DISMISS ALL REMAINING**  
17 **CLAIMS WITHOUT PREJUDICE**

18 TO: All Parties and their counsel:

19 **YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE** that a Stipulation and  
20 Order was entered with the above-entitled Court on January 14, 2019. A copy of said Stipulation  
21 and Order is attached hereto.

22 Dated: January 14, 2019.

23 FOLEY & OAKES, PC

24 **/s/ Daniel T. Foley**  
25 Daniel T. Foley, Esq.  
26 1210 S. Valley View Blvd. #208  
Las Vegas, NV 89102  
27 *Attorneys for Plaintiffs*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NEFCR 9, N.R.C.P. 5(b) and EDCR 7.26, I hereby certify that I am an  
3 employee of Foley & Oakes, PC, and that on the 14<sup>th</sup> day of January, 2019 I served the following  
4 document(s):

5 **NOTICE OF ENTRY OF STIPULATION AND ORDER TO DISMISS ALL**  
6 **REMAINING CLAIMS WITHOUT PREJUDICE**

7 I served the above-named document(s) by the following means to the person s as listed  
8 below: [ x ] By Electronic Transmission through the Wiznet System:

9 Richard E. Haskin, Esq.  
10 GIBBS, GIDEN, LOCHER, TURNER,  
11 SENET & WHITTBRODT, LLP  
12 1140 N. Town Center Drive, Suite 300  
Las Vegas, NV 89144  
*Attorneys for the Lytles*

13 Christina H. Wang, ESQ.  
14 FIDELITY NATIONAL LAW GROUP  
15 8363 W. Sunset Road, Suite 120  
Las Vegas, Nevada 89113  
*Attorneys for Counter-Defendants/Cross-Claimants*  
16 *Robert Z. Disman and Yvonne A. Disman*

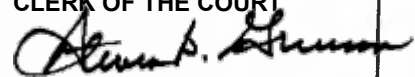
17 **CHRISTENSEN JAMES & MARTIN**  
18 KEVIN B. CHRISTENSEN, ESQ. (175)  
19 WESLEY J. SMITH, ESQ. (11871)  
LAURA J. WOLFF, ESQ. (6869)  
20 7440 W. Sahara Avenue  
Las Vegas, Nevada 89117  
*Attorneys for September Trust, Zobrist Trust, Sandoval Trust,*  
21 *and Dennis & Julie Gegen*

22 I declare under the penalty of perjury that the foregoing is true and correct.

23 /s/ Liz Gould  
24 An employee of FOLEY & OAKES

EXHIBIT “A”

EXHIBIT “A”



1 **SAO**  
2 DANIEL T. FOLEY, ESQ.  
3 Nevada Bar No. 1078  
4 FOLEY & OAKES, PC  
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6 Las Vegas, NV 89102  
7 Tel.: (702) 384-2070  
8 Fax: (702) 384-2128  
9 Email: dan@foleyoakes.com  
10 *Attorneys for the Boulden and*  
11 *Lamothe Plaintiffs.*

12 **DISTRICT COURT**  
13 \*\*\*  
14 **CLARK COUNTY, NEVADA**

15 MARJORIE B. BOULDEN, TRUSTEE OF )  
16 THE MARJORIE B. BOULDEN TRUST, )  
17 LINDA LAMOTHE AND JACQUES )  
18 LAMOTHE, TRUSTEES OF THE JACQUES )  
19 & LINDA LAMOTHE LIVING TRUST )

20 Plaintiffs,

21 vs.

22 TRUDI LEE LYTLE AND JOHN ALLEN )  
23 LYTLE, AS TRUSTEES OF THE LYTLE )  
24 TRUST, DOES I through X; and ROE )  
25 CORPORATIONS I through X )

26 *Defendants.*

27 AND ALL RELATED COUNTERCLAIMS )  
28 AND CROSS-CLAIMS )

Case No. A-16-747800-C  
Dept. No. IX

**STIPULATION AND ORDER TO  
DISMISS ALL REMAINING  
CLAIMS WITHOUT  
PREJUDICE**

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input checked="" type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

**FOLEY  
&  
OAKES**

JAN 09 2019



1 SEPTEMBER TRUST, DATED MARCH 23, )  
2 1972; GERRY R. ZOBRIST AND JOLIN G. )  
3 ZOBRIST, AS TRUSTEES OF THE GERRY )  
4 R. ZOBRIST AND JOLIN G. ZOBRIST )  
5 FAMILY TRUST; RAYNALDO G. )  
6 SANDOVAL AND JULIE MARIE )  
7 SANDOVAL GEGEN, AS TRUSTEES OF )  
8 THE RAYNALDO G. AND EVELYN A. )  
9 SANDOVAL JOINT LIVING AND )  
10 DEVOLUTION TRUST DATED MAY 27, )  
11 1992; and DENNIS A. GEGEN AND JULIE )  
12 GEGEN, HUSBAND AND WIFE AS JOINT )  
13 TENANTS, )

9 Plaintiffs )

10 v. )

11 TRUDI LEE LYTLE AND JOHN LYTLE, AS )  
12 TRUSTEES OF THE LYTLE TRUST; JOHN )  
13 DOES I through V; and ROW ENTITIES I )  
14 through I inclusive. )

15 Defendants. )

Case No.: A-17-765372-C

Dept. No.: XVIII

16 **STIPULATION AND ORDER TO DISMISS ALL REMAINING CLAIMS WITHOUT**  
17 **PREJUDICE**

18 IT IS HEREBY STIPULATED AND AGREED by and between counsel for all parties  
19 herein, that all of the remaining causes of action in the above captioned case be dismissed without  
20 prejudice. Specifically, the parties agree that the Plaintiffs, MARJORIE B. BOULDEN,  
21 TRUSTEE OF THE MARJORIE B. BOULDEN TRUST ("Boulden Trust"), and LINDA  
22 LAMOTHE AND JACQUES LAMOTHE, TRUSTEES OF THE JACQUES & LINDA  
23 LAMOTHE LIVING TRUST ("Lamothe Trust")' First, Fifth, and Sixth Causes of Action in  
24 their Second Amended Complaint filed July 25, 2017 be dismissed without prejudice.

25 IT IS FURTHER STIPULATED AND AGREED, specifically that TRUDI LEE LYTLE  
26 AND JOHN ALLEN LYTLE, AS TRUSTEES OF THE LYTLE TRUST'S Counterclaim  
27

1 against the Lamothe Trust and Robert Z. Disman and Yvonne A. Disman, filed August 11, 2017  
2 be dismissed without prejudice.

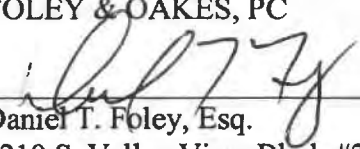
3 IT IS FURTHER STIPULATED AND AGREED that Robert Z. Disman's and Yvonne A.  
4 Disman's Crossclaim against the Boulden Trust filed September 26, 2017, be dismissed without  
5 prejudice and that each of these parties shall bear their own attorney's fees and costs associated  
6 with the Crossclaim  
7

8 IT IS FURTHER STIPULATED AND AGREED that, other than as provided above, the  
9 parties are not dismissing or waiving any rights they may have to seek to recover attorneys' fees  
10 and costs, to the extent that any such rights may exist.

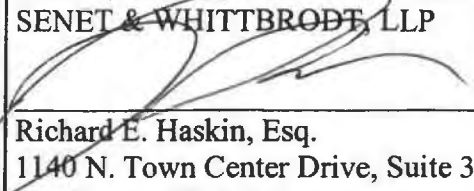
11 It is further stipulated that the parties are not dismissing any currently pending appeals from  
12 decisions of the above captioned court or stipulating as to anything related to the right to file any  
13 future appeals from future decisions of the above captioned court related to this matter.

14 Dated: January 8, 2019

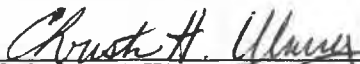
15 FOLEY & OAKES, PC

16   
17 Daniel T. Foley, Esq.  
18 1210 S. Valley View Blvd. #208  
19 Las Vegas, NV 89102  
Attorneys for Plaintiffs

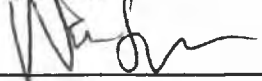
20 GIBBS, GIDEN, LOCHER, TURNER,  
21 SENET & WHITTBRODT, LLP

22   
23 Richard E. Haskin, Esq.  
24 1140 N. Town Center Drive, Suite 300  
Las Vegas, NV 89144  
Attorneys for Defendants

1 FIDELITY NATIONAL LAW GROUP

2   
3 Christina H. Wang, Esq.  
4 8363 W. Sunset Road, Suite 120  
5 Las Vegas, Nevada 89113  
6 *Attorneys for Counter-Defendants/Cross-Claimants*  
7 *Robert Z. Disman and Yvonne A. Disman*

8 **CHRISTENSEN JAMES & MARTIN**

9   
10 Wesley J. Smith, ESQ.  
11 7440 W. Sahara Avenue  
12 Las Vegas, Nevada 89117  
13 *Attorneys for September Trust, Zobrist Trust, Sandoval Trust,*  
14 *and Dennis & Julie Gegen*

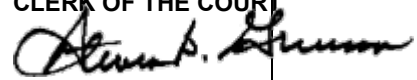
15 **ORDER**

16 It is so ORDERED.

17 DATED this 10<sup>th</sup> day of January 2019.

18   
19 \_\_\_\_\_  
20 DAVID B. BARKER  
21 SENIOR DISTRICT COURT JUDGE 

EXHIBIT G TO  
DOCKETING  
STATEMENT



**NEOJ**  
**CHRISTENSEN JAMES & MARTIN**  
KEVIN B. CHRISTENSEN, ESQ.  
Nevada Bar No. 175  
WESLEY J. SMITH, ESQ.  
Nevada Bar No. 11871  
LAURA J. WOLFF, ESQ.  
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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust  
and Dennis & Julie Gegen*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

TRUDI LEE LYTLE, JOHN ALLEN  
LYTLE, THE LYTLE TRUST, DOES I  
through X, and ROE CORPORATIONS I  
through X,

Defendants.

Case No.: A-16-747800-C  
Dept. No.: XVIII

**NOTICE OF ENTRY OF ORDER  
GRANTING MOTION FOR  
SUMMARY JUDGMENT OR, IN THE  
ALTERNATIVE, MOTION FOR  
JUDGMENT ON THE PLEADINGS  
AND DENYING COUNTERMOTION  
FOR SUMMARY JUDGMENT**

Date: May 2, 2018  
Time: 9:00 a.m.

AND ALL RELATED COUNTERCLAIMS  
AND CROSS-CLAIMS

SEPTEMBER TRUST, DATED MARCH 23,  
1972; GERRY R. ZOBRIST AND JOLIN G.  
ZOBRIST, AS TRUSTEES OF THE GERRY  
R. ZOBRIST AND JOLIN G. ZOBRIST  
FAMILY TRUST; RAYNALDO G.  
SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C  
Dept. No.: XXVIII

1 DEVOLUTION TRUST DATED MAY 27,  
2 1992; and DENNIS A. GEGEN AND JULIE  
3 S. GEGEN, HUSBAND AND WIFE, AS  
4 JOINT TENANTS,

5  
6 Plaintiffs,

7 vs.

8 TRUDI LEE LYTLE AND JOHN ALLEN  
9 LYTLE, AS TRUSTEES OF THE LYTLE  
10 TRUST; JOHN DOES I through V; and ROE  
11 ENTITIES I through V, inclusive,

12 Defendants.

13  
14 PLEASE TAKE NOTICE that an **ORDER GRANTING MOTION FOR**  
15 **SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, MOTION FOR**  
16 **JUDGMENT ON THE PLEADINGS AND DENYING COUNTERMOTION FOR**  
17 **SUMMARY JUDGMENT** was filed with the Court on May 24, 2018, a true and correct  
18 copy of which is attached hereto.

19 Dated this 25th day of May, 2018.

20 **CHRISTENSEN JAMES & MARTIN**

21 By: /s/ Wesley J Smith, Esq.

22 Wesley J. Smith, Esq.

23 Nevada Bar No. 11871

24 Laura J. Wolff, Esq.

25 Nevada Bar No. 6869

26 7440 W. Sahara Ave.

27 Las Vegas, NV 89117

28 Attorneys for Plaintiffs September Trust,

Zobrist Trust, Sandoval Trust, and

Dennis & Julie Gegen

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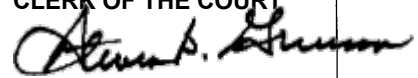
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**ORDR**  
**CHRISTENSEN JAMES & MARTIN**  
KEVIN B. CHRISTENSEN, ESQ.  
Nevada Bar No. 175  
WESLEY J. SMITH, ESQ.  
Nevada Bar No. 11871  
LAURA J. WOLFF, ESQ.  
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*Attorneys for September Trust, Zobrist Trust, Sandoval Trust  
and Dennis & Julie Gegen*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiffs,

vs.

TRUDI LEE LYTLE, JOHN ALLEN  
LYTLE, THE LYTLE TRUST, DOES I  
through X, and ROE CORPORATIONS I  
through X,

Defendants.

Case No.: A-16-747800-C  
Dept. No.: XVIII

**ORDER GRANTING MOTION FOR  
SUMMARY JUDGMENT OR, IN THE  
ALTERNATIVE, MOTION FOR  
JUDGMENT ON THE PLEADINGS  
AND DENYING COUNTERMOTION  
FOR SUMMARY JUDGMENT**

Date: May 2, 2018  
Time: 9:00 a.m.

AND ALL RELATED COUNTERCLAIMS  
AND CROSS-CLAIMS

SEPTEMBER TRUST, DATED MARCH 23,  
1972; GERRY R. ZOBRIST AND JOLIN G.  
ZOBRIST, AS TRUSTEES OF THE GERRY  
R. ZOBRIST AND JOLIN G. ZOBRIST  
FAMILY TRUST; RAYNALDO G.  
SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND

Case No.: A-17-765372-C  
Dept. No.: XXVIII

CHRISTENSEN JAMES & MARTIN  
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117  
PH: (702) 255-1718 & FAX: (702) 255-0871



1 DEVOLUTION TRUST DATED MAY 27,  
2 1992; and DENNIS A. GEGEN AND JULIE  
3 S. GEGEN, HUSBAND AND WIFE, AS  
4 JOINT TENANTS,

5 Plaintiffs,

6 vs.

7 TRUDI LEE LYTLE AND JOHN ALLEN  
8 LYTLE, AS TRUSTEES OF THE LYTLE  
9 TRUST; JOHN DOES I through V; and ROE  
10 ENTITIES I through V, inclusive,

11 Defendants.

12 Presently before the Court is Plaintiffs' Motion for Summary Judgment or, in the  
13 Alternative, Motion for Judgment on the Pleadings filed by the September Trust, dated March  
14 23, 1972 ("September Trust"), Gerry R. Zobrist and Jolin G. Zobrist, as Trustees of the Gerry R.  
15 Zobrist and Jolin G. Zobrist Family Trust ("Zobrist Trust"), Raynaldo G. Sandoval and Julie  
16 Marie Sandoval Gegen, as Trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and  
17 Devolution Trust dated May 27, 1992 ("Sandoval Trust"), and Dennis A. Gegen and Julie S.  
18 Gegen, Husband and Wife, as Joint Tenants ("Dennis & Julie Gegen") (collectively the  
19 "Plaintiffs") in Case No. A-17-765372-C, and Defendants' Countermotion for Summary  
20 Judgment filed by Trudi Lee Lytle and John Allen Lytle, as Trustees of the Lytle Trust ("Lytle  
21 Trust") in Case No. A-17-765372-C, which came on for hearing on March 21, 2018 at 9:00 a.m.  
22 and May 2, 2018 at 9:00 a.m. in Department XVIII of the Eighth Judicial District Court, Clark  
23 County, Nevada.

24 Wesley J. Smith, Esq. of Christensen James & Martin appeared on behalf of the Plaintiffs  
25 September Trust, Zobrist Trust, Sandoval Trust, and Dennis & Julie Gegen. Richard Haskin,  
26 Esq. of Gibbs Giden Locher Turner Senet & Wittbrodt LLP appeared on behalf of the Lytle  
27 Trust. Daniel T. Foley, Esq. of Foley & Oakes, PC appeared on behalf of Marjorie B. Boulden,  
28 Trustee of the Marjorie B. Boulden Trust, amended and restated dated July 17, 1996 ("Boulden

1 Trust”) and Linda Lamothe and Jacques Lamothe, Trustees of the Jacques and Linda Lamothe  
2 Living Trust (“Lamothe Trust”). Christina H. Wang, Esq. of Fidelity Law Group appeared on  
3 behalf of Robert Z. Disman and Yvonne A. Disman (“Robert & Yvonne Disman”).

4 The Court having considered the Motions and exhibits, having heard the arguments of  
5 counsel, for all the reasons contained in the Plaintiffs’ Motion for Summary Judgment or, in the  
6 Alternative, Motion for Judgment on the Pleadings, and with good cause appearing therefore, the  
7 Court hereby enters the following Order:

8  
9 **FINDINGS OF FACT**

10 1. The September Trust is the owner of the residential property in Clark County,  
11 Nevada known as 1861 Rosemere Court, Las Vegas, Nevada 89117, Assessor’s Parcel No. 163-  
12 03-313-004 (“September Property”).

13 2. The Zobrist Trust is the owner of the residential property in Clark County,  
14 Nevada known as 1901 Rosemere Court, Las Vegas, Nevada 89117, Assessor’s Parcel No. 163-  
15 03-313-005 (“Zobrist Property”).

16 3. The Sandoval Trust is the owner of the residential property in Clark County,  
17 Nevada known as 1860 Rosemere Court, Las Vegas, Nevada 89117, Assessor’s Parcel No. 163-  
18 03-313-001 (“Sandoval Property”).

19 4. Dennis & Julie Gegen are the owner of the residential property in Clark County,  
20 Nevada known as 1831 Rosemere Court, Las Vegas, Nevada 89117, Assessor’s Parcel No. 163-  
21 03-313-003 (“Gegen Property”) (hereafter September Property, Zobrist Property, Sandoval  
22 Property and Gegen Property may be collectively referred to as “Plaintiffs’ Properties”).  
23

24 5. The Plaintiffs’ Properties are located in the Rosemere Estates subdivision  
25 (“Rosemere Subdivision” or “Subdivision”) and are subject to the CC&R’s recorded January 4,  
26 1994 (the “CC&Rs”).  
27  
28

1           6.     John Allen Lytle and Trudi Lee Lytle are the Trustees of the Lytle Trust  
2 (collectively "Lytle Trust") which owns that certain residential property known as parcel number  
3 163-03-313-009 (the "Lytle Property"), also located in the Rosemere Subdivision.

4           7.     In 2009, the Lytles filed suit against the Rosemere Association directly in the  
5 Eighth Judicial District Court, Case No. A-09-593497-C ("Rosemere Litigation I").

6           8.     None of the Plaintiffs were ever parties in the Rosemere Litigation I.

7           9.     None of the Plaintiffs were a "losing party" in the Rosemere Litigation I as that  
8 term is found in Section 25 of the Original CC&Rs.  
9

10          10.    The Lytles obtained a Summary Judgment for Declaratory Relief from the District  
11 Court in the Rosemere Litigation I, which found and ruled as follows:

12           a.    The Association is a limited purpose association under NRS 116.1201, is not a  
13 Chapter 116 "unit-owners' association," and is relegated to only those specific  
14 duties and powers set forth in Paragraph 21 of the Original CC&Rs and NRS  
116.1201.

15           b.    The Association did not have any powers beyond those of the "property owners  
16 committee" designation in the Original CC&Rs - simply to care for the  
17 landscaping and other common elements of Rosemere Estates as set forth in  
Paragraph 21 of the Original CC&Rs.

18           c.    Consistent with the absence of a governing body, the Developer provided each  
19 homeowner the right to independently enforce the Original CC&Rs against one  
another.

20           d.    The Amended and Restated CC&Rs recorded with the Clark County Recorder's  
21 Office as Instrument No. 20070703-0001934 (the "Amended CC&Rs") are  
22 invalid, and the Amended CC&Rs have no force and effect.

23          11.    Pursuant to NRS 116.1201(2) much of NRS Chapter 116 does not apply to the  
24 Association because it is a limited purpose association that is not a rural agricultural residential  
25 community.

26          12.    After obtaining Summary Judgment in the Rosemere Litigation I, the Lytle Trust  
27 filed a Motion for Attorneys' Fees and Costs against the Association, and conducted a prove-up  
28

1 hearing on damages. After hearing all matters, a Final Judgment was entered in the Lytle Trust's  
2 favor against the Association for \$361,238.59, which includes damages, attorneys' fees and costs  
3 (the "Final Judgment").

4 13. After obtaining the Attorneys' Fees Judgment, the Lytle Trust, on August 16,  
5 2016, recorded with the Clark County Recorder's office an Abstract of Judgment referencing the  
6 Final Judgment against the Association, recorded as Instrument No. 20160818-0001198 (the  
7 "First Abstract of Judgment").  
8

9 14. In the First Abstract of Judgment, the Lytle Trust listed the parcel numbers for all  
10 of the Plaintiffs' Properties as properties to which the First Abstract of Judgment and Final  
11 Judgment was to attach.

12 15. On September 2, 2016, the Lytle Trust recorded with the Clark County Recorder's  
13 office an Abstract of Judgment referencing the Final Judgment against the Association, recorded  
14 as Instrument No. 20160902-0002685 (the "Second Abstract of Judgment"). The Second  
15 Abstract of Judgment listed the parcel number of the Gegen Property only as the property to  
16 which the Judgment was to attach.  
17

18 16. On September 2, 2016, the Lytle Trust recorded with the Clark County Recorder's  
19 office an Abstract of Judgment referencing the Final Judgment against the Association, recorded  
20 as Instrument No. 20160902-0002686 (the "Third Abstract of Judgment"). The Third Abstract of  
21 Judgment listed the parcel number of the September Trust Property only as the property to which  
22 the Judgment was to attach.  
23

24 17. On September 2, 2016, the Lytle Trust recorded with the Clark County Recorder's  
25 office an Abstract of Judgment referencing the Final Judgment against the Association, recorded  
26 as Instrument No. 20160902-0002687 (the "Fourth Abstract of Judgment"). The Fourth Abstract  
27  
28

1 of Judgment listed the parcel number of the Zobrist Trust Property only as the property to which  
2 the Judgment was to attach.

3 18. In 2010, the Lytle Trust filed another suit against the Rosemere Association  
4 directly in Case No. A-10-631355-C ("Rosemere Litigation II"). The Lytle Trust did not name  
5 the Plaintiffs as Defendants in the Rosemere Litigation II.

6 19. On or about November 14, 2016, the Lytle Trust was granted Summary Judgment  
7 against the Rosemere Association.

8 20. On or about July 20, 2017, the District Court signed an Abstract of Judgment in  
9 the amount of \$1,103,158.12. ("Rosemere Judgment II").  
10

11 21. The Plaintiffs were not named parties in the Rosemere II Litigation.

12 22. On or about April 2, 2015, the Lytle Trust filed a third case (Case No. A-15-  
13 716420-C) against the Association and named as Defendants Sherman L. Kearl ("Kearl") and  
14 Gerry G. Zobrist ("Zobrist") ("Rosemere Litigation III"). On April 8, 2015, the Lytles filed an  
15 Errata to the Complaint amending it so that all references to Kearl and Zobrist were taken out of  
16 the Complaint.  
17

18 23. On or about September 13, 2017, the Court in the entered its Order granting  
19 Summary Judgment for Declaratory Relief as against the Association ("Rosemere Judgment III").  
20 On November 8, 2017, the Rosemere Litigation III Court granted a Motion for Attorney's Fees  
21 and Costs.

22 24. On February 24, 2017, the Boulden Trust, owner of Parcel No. 163-03-313-008 in  
23 the Rosemere Subdivision, and the Lamothe Trust, owner of Parcel No. 163-03-313-002 in the  
24 Rosemere Subdivision, filed a Motion for Partial Summary Judgment in this Court in this Case,  
25 Case No. A-16-747900-C.  
26  
27  
28

1           25.     This Court granted the Boulden Trust's and Lamothe Trust's Motion for Partial  
2 Summary Judgment, and on July 25, 2017, entered its Order Granting Motion to Alter or Amend  
3 Findings of Fact and Conclusions of Law ("Order").

4           26.     In its Order, the Court found that, among other things, the Association is not  
5 subject to NRS 116.3117, the Boulden Trust and Lamothe Trust were not parties to the  
6 Rosemere Litigation, the Rosemere Judgment I (referred to as the "Rosemere LP Litigation" in  
7 the Order) is not an obligation or debt of the Boulden Trust or the Lamothe Trust and that the  
8 Abstracts of Judgment were improperly recorded against their properties and must be expunged  
9 and stricken from the record.  
10

11           27.     After the Court issued its Order, the Lytles released their liens against the  
12 Boulden Trust and Lamothe Trust properties.

13           28.     On February 21, 2018, Case No. A-17-765372-C was consolidated with Case No.  
14 A-16-747900-C.  
15

#### 16                                   CONCLUSIONS OF LAW

17           1.     The Court's prior Order with respect to Boulden Trust's and Lamothe Trust's  
18 Motion for Partial Summary Judgment, Case No. A-16-747900-C, is the law of the case, to the  
19 extent applicable to Plaintiffs' claims.

20           2.     The Association is a "limited purpose association" as referenced in NRS  
21 116.1201(2).

22           3.     As a limited purpose association, NRS 116.3117 is not applicable to the  
23 Association.  
24

25           4.     As a result of the Rosemere Litigation I, the Amended CC&Rs were judicially  
26 declared to have been improperly adopted and recorded, the Amended CC&Rs are invalid and  
27 have no force and effect and were declared *void ab initio*.  
28

1           5.       The Plaintiffs were not parties to the Rosemere Litigation I, Rosemere Litigation  
2       II or Rosemere Litigation III.

3           6.       The Plaintiffs were not “losing parties” in the Rosemere Litigation I, Rosemere  
4       Litigation II or Rosemere Litigation III as per Section 25 of the Original CC&Rs.

5           7.       Rosemere Judgments I, II and III in favor of the Lytle Trust, are not against, and  
6       are not an obligation of the Plaintiffs to the Lytle Trust.

7           8.       Rosemere Judgments I, II and III are against the Association and are not an  
8       obligation or debt owed by the Plaintiffs to the Lytle Trust.

9           9.       The First Abstract of Judgment recorded as Instrument No. 20160818-0001198  
10       was improperly recorded against the Plaintiffs’ Properties and constitutes a cloud against each of  
11       the Plaintiffs’ Properties.

12           10.      The Second Abstract of Judgment recorded as Instrument No. 20160902-0002685  
13       was improperly recorded against the Gegen Property and constitutes a cloud against the Gegen  
14       Property.  
15

16           11.      The Third Abstract of Judgment recorded as Instrument No. 20160902-0002686  
17       was improperly recorded against the September Trust Property and constitutes a cloud against  
18       the September Trust Property.  
19

20           12.      The Fourth Abstract of Judgment recorded as Instrument No. 20160902-0002687  
21       was improperly recorded against the Zobrist Trust Property and constitutes a cloud against the  
22       Zobrist Trust Property.

23       ///

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28

**ORDER**

Based upon the Findings of Fact and Conclusions of Law above, and good cause appearing therefore,

**IT IS HEREBY ORDERED ADJUDGED AND DECREED** that Plaintiffs' Motion for Summary Judgment is GRANTED.

**IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust's Countermotion for Summary Judgment is DENIED.

**IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust improperly clouded the title to the September Property.

**IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust improperly clouded the title to the Zobrist Property.

**IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust improperly clouded the title to the Sandoval Property.

**IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Lytle Trust improperly clouded the title to the Gegen Property.

**IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the First Abstract of Judgment recorded as Instrument No. 20160818-0001198 in the Clark County Recorder's Office is hereby expunged and stricken from the records of the Clark County Recorder's Office.

**IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Second Abstract of Judgment recorded as Instrument No. 20160902-0002685 in the Clark County Recorder's Office is hereby expunged and stricken from the records of the Clark County Recorder's Office.



1           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the  
2 Third Abstract of Judgment recorded as Instrument No. 20160902-0002686 in the Clark County  
3 Recorder's Office is hereby expunged and stricken from the records of the Clark County  
4 Recorder's Office.

5           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the  
6 Fourth Abstract of Judgment recorded as Instrument No. 20160902-0002687 in the Clark County  
7 Recorder's Office is hereby expunged and stricken from the records of the Clark County  
8 Recorder's Office.

9           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the  
10 Lytle Trust is permanently enjoined from recording and enforcing the Judgments obtained from  
11 the Rosemere Litigation I, Rosemere Litigation II and Rosemere Litigation III, or any other  
12 judgments obtained against the Association, against the September Property, Zobrist Property,  
13 Sandoval Property or Gegen Property.

14           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the  
15 Lytle Trust is permanently enjoined from taking any action in the future directly against the  
16 Plaintiffs or their properties based upon the Rosemere Litigation I, Rosemere Litigation II or  
17 Rosemere Litigation III.

18           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the  
19 Lytle Trust is hereby ordered to release the First Abstract of Judgment, the Second Abstract of  
20 Judgment, the Third Abstract of Judgment and the Fourth Abstract of Judgment recorded with  
21 the Clark County Recorder within ten (10) days after the date of Notice of Entry of this Order.

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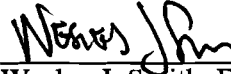
**IT IS SO ORDERED.**

Dated this \_\_\_\_ day of May, 2018.

\_\_\_\_\_  
DISTRICT COURT JUDGE

Submitted by:

**CHRISTENSEN JAMES & MARTIN**

  
\_\_\_\_\_  
Wesley J. Smith, Esq.  
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Laura J. Wolff, Esq.  
Nevada Bar No. 6869  
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Attorneys for Plaintiffs September Trust,  
Zobrist Trust, Sandoval Trust, and  
Dennis & Julie Gegen

**Approved as to Form and Content by:**

**FIDELITY NATIONAL LAW GROUP**

**FOLEY & OAKES, P.C.**

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Claimants Robert & Yvonne Disman

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and Lamothe Trust

\_\_\_\_\_  
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Attorneys for Defendants/Counter-  
Claimants Lytle Trust

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**IT IS SO ORDERED.**

Dated this \_\_\_\_ day of May, 2018.

\_\_\_\_\_  
DISTRICT COURT JUDGE

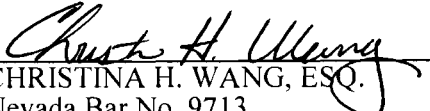
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Attorneys for Plaintiffs/Counter-  
Defendants/Cross-Defendants Boulden Trust  
and Lamothe Trust

1           **IT IS SO ORDERED.**

2  
3           Dated this 22 day of May, 2018.

4  
5  
6           \_\_\_\_\_  
DISTRICT COURT JUDGE

7           Submitted by:

*L. R.*

8           **CHRISTENSEN JAMES & MARTIN**

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Dennis & Julie Gegen

14  
15          **Approved as to Form and Content by:**

16          FIDELITY NATIONAL LAW GROUP

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Defendants/Cross-Defendants Boulden Trust  
and Lamothe Trust

1           **IT IS SO ORDERED.**

2  
3           Dated this 28 day of May, 2018.

4  
5  
6             
7           \_\_\_\_\_  
8           DISTRICT COURT JUDGE

9           Submitted by:

10           **CHRISTENSEN JAMES & MARTIN**

11           \_\_\_\_\_  
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18           Attorneys for Plaintiffs September Trust,  
19           Zobrist Trust, Sandoval Trust, and  
20           Dennis & Julie Gegen

21           **Approved as to Form and Content by:**

22           FIDELITY NATIONAL LAW GROUP

23           FOLEY & OAKES, P.C.

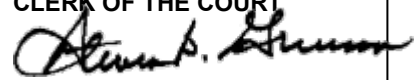
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30           Claimants Robert & Yvonne Disman

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41           Claimants Lytle Trust

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43           DANIEL T. FOLEY, ESQ.  
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46           Las Vegas, Nevada 89101  
47           Attorneys for Plaintiffs/Counter-  
48           Defendants/Cross-Defendants Boulden Trust  
49           and Lamothe Trust

EXHIBIT H TO  
DOCKETING  
STATEMENT



**ACOM**  
DANIEL T. FOLEY, ESQ.  
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FOLEY & OAKES, PC  
626 S 8<sup>th</sup> St.  
Las Vegas, Nevada 89101  
Tel.: (702) 384-2070  
Fax: (702) 384-2128  
Email: dan@foleyoakes.com  
*Attorneys for Plaintiffs*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiff, )

Case No. A-16-747800-C

Dept. No. XVI

v. )

TRUDI LEE LYTLE AND JOHN ALLEN )  
LYTLE, AS TRUSTEES OF THE LYTLE )  
TRUST, DOES I through X; and ROE )  
CORPORATIONS I through X, )

Defendants. )

**SECOND AMENDED COMPLAINT**

COMES NOW Marjorie Boulden as Trustee of the Marjorie Boulden Trust (Mrs. Boulden”), Linda Lamothe and Jacques Lamothe as Trustees of the Jacques & Linda Lamothe Living Trust (“Mr. and Mrs. Lamothe”), by and through their attorneys Foley & Oakes, PC, as and for a Complaint against Trudi Lee Lytle, and John Lytle, as Trustees of the Lytle Trust (collectively the “Lyttles”), DOES I through X; and ROE CORPORATIONS I through X and allege as follows:

1           1.       Mrs. Boulden is the owner of the residential property known as parcel number  
2 163-03-313-008 also known as 1960 Rosemere Ct., Las Vegas, NV 89117 (the “Boulden  
3 Property”)

4           2.       Mr. and Mrs. Lamothe are the owners of the residential property in Clark County  
5 Nevada known as parcel number 163-03-313-002 also known as 1830 Rosemere Ct., Las Vegas,  
6 NV 89117 the (“Lamothe Property”).  
7

8           3.       Mr. and Mrs. Lytle are residents of Clark County, and are co-trustees of the Lytle  
9 Trust.

10          4.       The true names and capacities, whether individual, corporate, associate, or  
11 otherwise, of the Defendants herein designated as DOES I through V individuals and/or ROE V  
12 through X Corporations, inclusive, are unknown to Plaintiff, who therefore sues said Defendants  
13 by such fictitious names. Plaintiff is informed and believes, and thereupon alleges, that each of  
14 the Defendants designated herein as DOES I through V individuals and/or ROE V through X  
15 Corporations is responsible in some manner for the events and happenings herein referred to, or  
16 claim an interest in said property. Plaintiff will seek leave to amend this Complaint to show the  
17 true names and capacities of said Defendants DOES I through V individuals and/or ROE V  
18 through X Corporations when the same have been ascertained by Plaintiff, together with  
19 appropriate charges and allegations and to join such Defendants in this action.  
20

21          5.       Plaintiff is informed, believes, and thereon alleges, that at all times relevant,  
22 Defendants, and each of them, including those fictitiously named DOES or ROE, were the agents  
23 or sureties of the other and in doing the things alleged herein, were acting within the course and  
24 scope of such agency and with the consent and permission of the other co-defendants and/or are  
25 liable under the doctrine of respondeat superior. Accordingly, Defendants are liable to Plaintiff  
26 for each other’s actions as set forth in this Second Amended Complaint. For ease of reference,  
27  
28



1 the named Defendants may be referred to collectively in the singular as “Defendant,” and  
2 reference to one shall constitute reference to the others as well.

3 6. The Boulden Property and the Lamothe Property are located in the Rosemere  
4 Court subdivision and are subject to the CC&R’s recorded January 4, 1994 (the “CC&Rs”).

5 7. The CC&Rs provide in paragraph 21 that a property owners committee shall be  
6 established by all owners of lots within the subdivision to determine the landscaping on the four  
7 exterior wall planters and the entrance way planters, and to determine the method and cost of  
8 watering the planters.

9 8. A non-profit corporation, the Rosemere Estates Property Owners Association,  
10 was formed in 1997 in order to open a bank account to handle the owners committee’s funds for  
11 the landscaping described above. The corporate charter of the Rosemere Estates Property  
12 Owners Association was revoked by the Nevada Secretary of State’s office in 2015.

13 9. The CC&Rs provided in paragraph 24 that in order to enforce the CC&Rs any  
14 appropriate judicial proceeding in law or in equity could be used by any lot owner suing directly  
15 any other lot owner or owners for any violation of the CC&Rs.

16 10. In 2009, the Lytles filed suit against the Rosemere Estates Property Owners  
17 Association directly in case # A09-593497-C (the “Rosemere Litigation”).

18 11. A number of lot owners within the Rosemere Subdivision had attempted to amend  
19 the CC&R’s. The Lytles and the Plaintiffs did not vote in favor of amending the CC&Rs.

20 12. The Lytles did not name the Plaintiffs or any other lot owners as defendants in the  
21 Rosemere Litigation.

22 13. On or about July 29, 2016 the Lytles obtained a Judgment in their favor against  
23 the Rosemere Estates Property Owners Association in the amount of \$361,238.59 (the  
24 “Rosemere Judgment”).

1           14.     Thereafter, in August and September of 2016, the Lytles recorded with the Clark  
2 County Recorder's office three different abstracts of the Rosemere Judgement against the  
3 Rosemere Estates Property Owners Association specifically listing the parcel numbers of the  
4 Boulden Property and the Lamothe Property as properties to which the Rosemere Judgment was  
5 to attach (the "Abstracts of Judgment").

6           15.     When the Lytles recorded the Abstracts of Judgment, the Lytles specifically  
7 included the parcel numbers of the Boulden Property and the Lamothe Property even though  
8 Plaintiffs were not parties to the Rosemere Litigation from which the Rosemere Judgment arose.

9           16.     The Plaintiffs have no legal duty to pay the Rosemere Judgment and advised the  
10 Lytles of this fact.

11           17.     The Lytles knew or should have known that the Plaintiffs did not have a legal  
12 duty to pay the Rosemere Judgment.

13           18.     The Abstracts of Judgment were wrongfully recorded against the Boulden  
14 Property and the Lamothe Property and the Lytles knew or should have known the Abstracts of  
15 Judgment were wrongfully recorded.

16           19.     A Purchase and Sale Agreement to purchase the Boulden Property was executed  
17 by a third party buyer and Mrs. Boulden and deposited into the escrow (the "PSA").

18           20.     The buyer under the PSA terminated Escrow because of the recorded Abstracts of  
19 Judgment.

20           21.     In May 2017, the Lytles recorded two *lis pendens* against the Plaintiffs' property.

21           22.     On June 15, 2017, Mr. Haskin, counsel for the Lytles, sent an email to Mr. Foley,  
22 counsel for the Plaintiffs, enclosing a different judgment the Lytles obtained against the  
23 Rosemere Estates Property Owners Association in the amount of \$274,608.28, in case # 10-  
24 631355-C (the "Rosemere II Litigation"), a different case from the Rosemere Litigation (the  
25 "Rosemere II Judgment").

1           23.     The Plaintiffs were not named parties in the Rosemere II Litigation and did not  
2 have notice of the same.

3           24.     In his June 15, 2017 email, Mr. Haskin stated “the Lytle Trust more recently  
4 obtained another judgment against the Association in another case. The Lytle Trust was awarded  
5 its attorneys’ fees. A copy of that award is attached hereto. We trust your clients will honor  
6 their obligation to disclose all judgments and litigation to any buyer.”  
7

8                               **FIRST CAUSE OF ACTION**  
9                               **(Slander of Title, Mrs. Boulden)**

10           25.     Plaintiffs repeat and re-allege each and every allegation set forth above.

11           26.     The Lytles’ recording of the Abstracts of Judgment were false and malicious  
12 communications that disparaged Mrs. Boulden’s title to the Boulden Property.

13           27.     As a proximate result of the Lytles’ actions, Mrs. Boulden has been damaged due  
14 to a third-party buyer cancelling escrow due to the existence of the recorded Abstracts of  
15 Judgment.

16           28.     As a proximate result of the Lytles’ actions, the vendibility of the Boulden  
17 Property was impaired.

18           29.     As a proximate result of Lytles’ actions Mrs. Boulden is entitled to special  
19 damages in an amount in excess of \$10,000.00.  
20

21           30.     As a proximate result of Lytles’ actions Mrs. Boulden is entitled to punitive  
22 damages in an amount in excess of \$10,000.00.

23           31.     As a proximate result of Lytles’ actions, Mrs. Boulden has been required to retain  
24 the services of Foley & Oakes, PC to prosecute this action, and is entitled to an award of  
25 attorney’s fees and costs.

26                               **SECOND CAUSE OF ACTION**  
27                               **(Injunction, All Plaintiffs)**

28           32.     Plaintiffs repeat and re-allege each and every allegation set forth above.

1           33.     Plaintiffs do not owe any money whatsoever to the Lytles.

2           34.     Plaintiffs do not have an adequate remedy at law because they cannot sell their  
3 property with the Abstracts of Judgment recorded against their property.

4           35.     Plaintiffs will suffer irreparable harm if they are not able to sell their property due  
5 to the recording of the Abstracts of Judgment.

6           36.     Plaintiffs are likely to prevail on their claims against the Lytles.

7           37.     Plaintiffs are entitled to injunctive relief in the form of an Order from this Court  
8 expunging the liens in the form of the recorded Abstracts of Judgment.

9           38.     Plaintiffs have been required to retain the services of Foley & Oakes, PC to  
10 prosecute this action, and are entitled to an award of attorney's fees and costs.

11  
12                               **THIRD CAUSE OF ACTION**  
13                               **(Quiet Title, All Plaintiffs)**

14           39.     Plaintiffs repeat and re-allege each and every allegation set forth above.

15           40.     The Lytles, by their claims and actions, have asserted certain rights to lien the  
16 Boulden Property and the Lamothe Property.

17           41.     The Lytles are without any legal basis whatsoever to lien the Boulden Property  
18 and the Lamothe Property.

19           42.     The Lytles are without any legal basis whatsoever to claim any interest in the  
20 Boulden Property and the Lamothe Property, including any rights to lien or sell the same.

21           43.     As a proximate result of the Lytles' actions, the titles to the Boulden Property and  
22 the Lamothe Property have been improperly and illegally clouded.

23           44.     Plaintiffs are entitled to an Order from this Court pursuant to NRS 40.010  
24 quieting title in their names and expunging the Abstracts of Judgment.

25           45.     Plaintiffs herein have been required to retain the services of Foley & Oakes, PC,  
26 to prosecute this action, and are entitled to an award of attorney's fees and costs.  
27  
28

**FOURTH CAUSE OF ACTION**  
**(Declaratory Relief)**

46. Plaintiffs repeat and re-allege each and every allegation set forth above.

47. A dispute and actual controversy exists between the parties relative to their interpretation of the rights and duties of the Plaintiffs regarding the Rosemere Judgment, the recorded Abstracts of Judgment, and the Boulden Property and the Lamothe Property.

48. The Plaintiffs are entitled to a declaration from the Court, to the effect that the Rosemere Judgment against the Rosemere Estates Home Owners Association is not a judgment against the Plaintiffs, separately or individually, and that the Rosemere Judgment and the Abstracts of Judgment were improperly and unlawfully recorded against the Boulden Property and the Lamothe Property.

49. Plaintiffs have been required to retain the services of Foley & Oakes, PC, to prosecute this action, and are entitled to an award of attorney's fees and costs.

**FIFTH CAUSE OF ACTION**  
**(Injunction, Rosemere II Judgment)**

50. Plaintiffs repeat and re-allege each and every allegation set forth above.

51. Plaintiffs do not owe any money whatsoever to the Lytles.

52. The Lytles have threatened Plaintiffs with the Rosemere II Judgment demanding that Plaintiffs notify any and all prospective purchasers of their property of the Rosemere II Judgment, just as the Lytles did by recording the now cancelled two *Lis Pendens*.

53. If the Lytles were to record the Rosemere II Judgment like they did the Rosemere Judgment, the Plaintiffs will not have an adequate remedy at law because they could not sell their property.

54. Plaintiffs will suffer irreparable harm if they are not able to sell their property due to the recording of the Abstracts of Judgment.

55. Plaintiffs are likely to prevail on their claims against the Lytles.

1           56.     Plaintiffs are entitled to injunctive relief in the form of an Order from this Court  
2     enjoining the Lytles from taking any action with respect to the Rosemere II Judgment with  
3     respect to the Plaintiffs or their property.

4           57.     Plaintiffs have been required to retain the services of Foley & Oakes, PC to  
5     prosecute this action, and are entitled to an award of attorney's fees and costs.

6  
7                           **SIXTH CAUSE OF ACTION**  
8                           **(Declaratory Relief)**

9           58.     Plaintiffs repeat and re-allege each and every allegation set forth above.

10          59.     A dispute and actual controversy exists between the parties relative to their  
11     interpretation of the rights and duties of the Plaintiffs regarding the Rosemere II Judgment and  
12     the Boulden Property and the Lamothe Property.

13          60.     The Plaintiffs are entitled to a declaration from the Court, to the effect that the  
14     Rosemere II Judgment against the Rosemere Estates Home Owners Association is not a  
15     judgment against the Plaintiffs, separately or individually, and that the Rosemere II Judgment  
16     cannot be recorded against the Boulden Property and the Lamothe Property.

17          61.     Plaintiffs have been required to retain the services of Foley & Oakes, PC, to  
18     prosecute this action, and are entitled to an award of attorney's fees and costs.

19                   **WHEREFORE**, Plaintiffs pray for judgment against the Lytles as follows:

20           A.     That a Preliminary Injunction should be issued, restraining the Lytles, and each of  
21     them, their, agents, servants, employees, attorneys, successors and assign, during the pendency  
22     of this action, from foreclosing upon or selling the Boulden Property and the Lamothe Property  
23     and from doing, causing, or permitting to be done, directly or indirectly, any acts whereby the  
24     rights of the Plaintiffs in said property is in any matter impaired, violated or interfered with; and  
25     that after such hearing as may be required by law, said preliminary injunction be made  
26     permanent. Further, the Preliminary Injunction should strike the Abstracts of Judgment;  
27  
28

1 B. For judgment against the Lytles for general, special and punitive damages in  
2 amounts in excess of \$10,000.00, plus costs, disbursements and interest;

3 C. For an Order quieting title of the Boulden Property and the Lamothe Property in  
4 favor of the Plaintiffs and against the Lytles;

5 D. For a declaration that the Lytles, and each of them, have no right, title or interest  
6 in the Boulden Property and the Lamothe Property, and a judgment and order quieting the  
7 Plaintiffs' title, canceling and expunging the Abstracts of Judgment;

8 E. That Plaintiffs be awarded their reasonable attorneys' fees and costs of such suit  
9 herein; and  
10

11 F. For such other and further relief as this Court may deem proper in the premises.

12 DATED this 25<sup>th</sup> day of July 2017.

13 Respectfully Submitted,

14 FOLEY & OAKES, PC

15 /s/Daniel T. Foley

16 Daniel T. Foley, Esq.

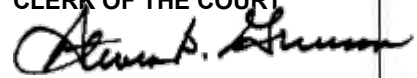
17 626 S. 8<sup>th</sup> St.

18 Las Vegas, Nevada 89101

19 *Attorneys for Plaintiffs*  
20  
21  
22  
23  
24  
25  
26  
27  
28

EXHIBIT I TO  
DOCKETING  
STATEMENT





1 **ANAC**  
Richard E. Haskin, Esq.  
2 Nevada State Bar # 11592  
Timothy P. Elson, Esq.  
3 Nevada State Bar # 11559  
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6 Attorneys for Defendants  
7 TRUDI LEE LYTLE, JOHN ALLEN LYTLE,  
& THE LYTLE TRUST  
8

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

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

14 Plaintiff,  
15 v.

16 TRUDI LEE LYTLE, JOHN ALLEN LYTLE,  
THE LYTLE TRUST, DOES I through X,  
17 inclusive, and ROE CORPORATIONS I through  
X,

18 Defendants.  
19

20 TRUDI LEE LYTLE, JOHN ALLEN LYTLE,  
21 THE LYTLE TRUST,

22 Counter-Claimants,  
23 v.

24 LINDA LAMOTHE AND JACQUES LAMOTHE,  
TRUSTEES OF THE JACQUES & LINDA  
25 LAMOTHE LIVING TRUST, ROBERT Z.  
DISMAN, YVONNE A. DISMAN, and ROES 1  
through 10, inclusive,

26 Counter-Defendants.  
27  
28

Case No.: A-16-747800-C  
Dept.: XVI

**DEFENDANTS TRUDI LEE LYTLE AND  
JOHN ALLEN LYTLE, TRUSTEES OF  
THE LYTLE TRUST'S ANSWER TO  
PLAINTIFFS' SECOND AMENDED  
COMPLAINT AND COUNTERCLAIM**

GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP

COMES NOW Defendants TRUDI LEE LYTLE and JOHN ALLEN LYTLE, Trustees of THE LYTLE TRUST (“Defendants” and/or the “Lyttles”), by and through their counsel of record, Richard E. Haskin, Esq., of the law firm of GIBBS, GIDEN, LOCHER, TURNER, SENET & WITTBRODT, LLP, and hereby answers Plaintiffs MARJORIE B. BOULDEN, TRUSTEE OF THE MARJORIE B. BOULDENR TRUST, LINDA LAMOTHE AND JACQUES LAMOTHE, TRUSTEES OF THE JACQUES & LINDA LAMOTHE LIVING TRUST’s (collectively “Plaintiffs”) Second Amended Complaint as follows:

1. As to Paragraphs 1 through 3 of the Second Amended Complaint, Defendants admit the allegations set forth in said Paragraphs.

2. As to Paragraphs 4 through 5 of the Second Amended Complaint, Defendants are without knowledge or information sufficient to admit or deny the allegations contained therein. Said Paragraphs also contain legal conclusions rather than facts that need to be admitted or denied. Defendants deny the same on that basis.

3. As to Paragraph 6 of the Second Amended Complaint, Defendants admit the allegations set forth in said Paragraph.

4. As to Paragraph 7 of the Second Amended Complaint, Defendants admit that Rosemere Estates Property Owners Association, a Nevada non-profit corporation (“Rosemere”), is a Limited Purpose Association governed by Chapter 116 of the Nevada Revised Statutes. As to the remaining allegations, said Paragraph also contains legal conclusions rather than facts that need admitted or denied. Defendants deny the same on that basis, as well as the content of such allegation should such a denial be necessary.

5. Defendants deny the allegations in Paragraph 8 of the Second Amended Complaint.

6. As to Paragraphs 9 of the Second Amended Complaint, Defendants admit that paragraph 24 of the CC&Rs speaks for itself.

7. As to Paragraphs 10 through 14 of the Second Amended Complaint, Defendants admit the allegations set forth in said Paragraphs.

///

///

1           8.     As to Paragraph 15 of the Second Amended Complaint, Defendants admit that the  
2 Bouldens and the Lamothes were not parties to the aforementioned lawsuit. However, Defendants  
3 deny the allegation that the property of the Bouldens and Lamothes described in the Second  
4 Amended Complaint is not subject to the judgment described in the Second Amended Complaint.  
5 As to the remaining allegations, said Paragraph also contains legal conclusions rather than facts that  
6 need to be admitted or denied. Defendants deny the same on that basis, as well as the content of  
7 such allegation should such a denial be necessary.

8           9.     Defendants deny the allegations in Paragraphs 16 through 18 of the Second Amended  
9 Complaint. Furthermore, said Paragraphs also contain legal conclusions rather than facts that need  
10 to be admitted or denied. Defendants deny the same on that basis.

11          10.    As to Paragraphs 19 and 20 of the Second Amended Complaint, Defendants are  
12 without knowledge or information sufficient to admit or deny the allegations contained therein.

13          11.    As to Paragraphs 21 and 22 of the Second Amended Complaint, Defendants admit the  
14 allegations contained therein.

15          12.    As to Paragraph 23. Defendants admit that Plaintiffs were not parties in the Rosemere  
16 II litigation; however, Defendants deny that Plaintiffs did not have notice of the same. Plaintiffs  
17 regularly attended Board meetings for the Association during which all litigation by and against  
18 Defendants were discussed, and Plaintiffs routinely contributed assessments to fund such litigation.

19          13.    As to Paragraph 24 of the Second Amended Complaint, Defendants admit the  
20 allegations contained therein.

21                                   **FIRST CAUSE OF ACTION**

22                                   **(Slander of Title, Mrs. Boulden)**

23          14.    Defendants repeat herein by this reference Paragraphs 1 through 13, inclusive, with  
24 the same force and effect as if said Paragraphs were set forth herein in full.

25          15.    As to Paragraph 25 of the Second Amended Complaint, Defendants deny the  
26 allegations contained therein. Furthermore, said Paragraph also contains legal conclusions rather  
27 than facts that need to be admitted or denied. Defendants deny the same on that basis.

28    ///

1           16. As to Paragraphs 26 through 31 of the Second Amended Complaint, Defendants are  
2 without knowledge or information sufficient to admit or deny the allegations contained therein. Said  
3 Paragraphs also contain legal conclusions rather than facts that need to be admitted or denied.  
4 Defendants deny the same on that basis.

5                                   **SECOND CAUSE OF ACTION**

6                                   **(Injunction, All Plaintiffs)**

7           17. Defendants repeat herein by this reference Paragraphs 1 through 16, inclusive, with  
8 the same force and effect as if said Paragraphs were set forth herein in full.

9           18. Defendants deny the allegations in Paragraph 33 of the Second Amended Complaint.

10          19. As to Paragraphs 34 through 38 of the Second Amended Complaint, Defendants are  
11 without knowledge or information sufficient to admit or deny the allegations contained therein. Said  
12 Paragraphs also contain legal conclusions rather than facts that need to be admitted or denied.  
13 Defendants deny the same on that basis.

14                                   **THIRD CAUSE OF ACTION**

15                                   **(Quiet Title, All Plaintiffs)**

16          20. Defendants repeat herein by this reference Paragraphs 1 through 19, inclusive, with  
17 the same force and effect as if said Paragraphs were set forth herein in full.

18          21. As to Paragraph 40 of the Complaint, Defendants admit the allegations contained  
19 therein.

20          22. As to Paragraphs 41 through 45 of the Second Amended Complaint, Defendants deny  
21 the allegations contained therein. Furthermore, said Paragraphs also contain legal conclusions rather  
22 than facts that need admitted or denied. Defendants deny the same on that basis.

23                                   **FOURTH CAUSE OF ACTION**

24                                   **(Declaratory Relief, All Plaintiffs)**

25          23. Defendants repeat herein by this reference Paragraphs 1 through 22, inclusive, with  
26 the same force and effect as if said Paragraphs were set forth herein in full.

27          24. As to Paragraph 47 of the Second Amended Complaint, Defendants admit the  
28 allegations contained therein.

1           25.     As to Paragraphs 48 through 49 of the Second Amended Complaint, Defendants deny  
2     that the allegations contained therein.

3                               **FIFTH CAUSE OF ACTION**

4                               **(Injunction, Rosemere II Judgment)**

5           26.     Defendants repeat herein by this reference Paragraphs 1 through 25, inclusive, with  
6     the same force and effect as if said Paragraphs were set forth herein in full.

7           27.     As to Paragraphs 51 through 57 of the Second Amended Complaint, Defendants deny  
8     that the allegations contained therein.

9                               **SIXTH CAUSE OF ACTION**

10                              **(Declaratory Relief)**

11          28.     Defendants repeat herein by this reference Paragraphs 1 through 27, inclusive, with  
12     the same force and effect as if said Paragraphs were set forth herein in full.

13          29.     Defendants admit the allegations contained in Paragraph 59 of the Second Amended  
14     Complaint.

15          30.     27.     As to Paragraphs 60 through 61 of the Second Amended Complaint,  
16     Defendants deny that the allegations contained therein.

17                              **AFFIRMATIVE DEFENSES**

18                 For their further and separate affirmative defenses to the Second Amended Complaint filed  
19     by Plaintiffs and the claims asserted therein, and without assuming the burden of proof on any  
20     matters for which that burden rests with Plaintiffs, Defendants allege as follows:

21                              **FIRST AFFIRMATIVE DEFENSE**

22                 The Complaint fails to state a claim upon which relief can be granted.

23                              **SECOND AFFIRMATIVE DEFENSE**

24                 If Plaintiffs suffered or sustained any loss, injury, damage or other detriment, the same was  
25     directly and proximately caused and contributed to by the breach of contract, conduct, acts,  
26     omissions, activities, carelessness, recklessness, negligence, and/or intentional misconduct of  
27     Plaintiffs or persons or entities under Plaintiffs' control, and thereby completely or partially bars  
28     Plaintiffs' recovery herein.

1                                    **THIRD AFFIRMATIVE DEFENSE**

2            Defendants are not legally responsible for the acts and/or omissions claimed herein.

3                                    **FOURTH AFFIRMATIVE DEFENSE**

4            Plaintiffs failed, refused and neglected to take reasonable steps to mitigate its alleged  
5 damages, if any, thus barring or diminishing Plaintiffs' recovery herein.

6                                    **FIFTH AFFIRMATIVE DEFENSE**

7            The injuries and damages of which Plaintiffs complain were proximately caused by, or  
8 contributed to, by the acts of other persons and/or other entities, whether now named or otherwise,  
9 and that said acts were an intervening and superseding cause of the injuries and damages, if any, of  
10 which Plaintiffs complain, thus barring Plaintiffs from any recovery against these Defendants or  
11 entitled Defendants to contribution from such parties.

12                                   **SIXTH AFFIRMATIVE DEFENSE**

13           Plaintiffs' claims are reduced, modified, and/or barred by the doctrine of unclean hands.

14                                   **SEVENTH AFFIRMATIVE DEFENSE**

15           Plaintiffs have knowledge of and assumed the risks of their acts or failure to act. The  
16 damages alleged by Plaintiffs were caused by, and arose out of, risks which Plaintiffs directly  
17 assumed.

18                                   **EIGHTH AFFIRMATIVE DEFENSE**

19           Defendants are informed and believe, and thereon allege, that Plaintiffs waived their claims  
20 against these Defendants at issue herein.

21                                   **NINTH AFFIRMATIVE DEFENSE**

22           Plaintiffs would be unjustly enriched if they recovered from Defendants any of the damages  
23 alleged in the Complaint.

24                                   **TENTH AFFIRMATIVE DEFENSE**

25           In the event Defendants are found liable in any manner to Plaintiffs, Defendants would be  
26 entitled to offsets and credits against any purported damages, if any, allegedly sustained by  
27 Plaintiffs.

28    ///

**ELEVENTH AFFIRMATIVE DEFENSE**

Defendants allege that Plaintiffs failed to properly confer jurisdiction on this Court on some or all causes of action in its Complaint because Plaintiffs failed to comply with the provisions of Chapter 38 of the Nevada Revised Statutes. Defendants reserve their right to raise this issue at any time, including appeal, as jurisdiction cannot be consented upon this Court by the parties and is never waived.

**TWELFTH AFFIRMATIVE DEFENSE**

Defendants incorporate by reference those affirmative defenses enumerated in NRCP 8 as fully set forth herein. In the event further investigation or discovery reveals the applicability of any such defenses, Defendants reserve the right to seek leave of the court to amend its answer to specifically assert the same. Such defenses are herein incorporated by reference for the specific purpose of not waiving the same.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have been stated or alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendants' Answer to the Second Amended Complaint, and therefore, Defendants specifically reserve the right to amend its Answer to allege additional affirmative defenses if subsequent investigation so warrants, up to and including through the time of trial in this matter.

WHEREFORE, Defendants pray for relief as follows:

1. That the Second Amended Complaint be dismissed and that Plaintiffs take nothing by way of its Second Amended Complaint;
2. For costs and disbursements in connection with this action;
3. For reasonable attorney's fees, and
4. For such other and further relief that this Court deems just and proper.

**COUNTERCLAIM**

COMES NOW Defendants and Counter-Claimants TRUDI LEE LYTLE and JOHN ALLEN LYTLE, Trustees of THE LYTLE TRUST (the "Lyttles"), by and through their counsel of record, Richard E. Haskin, Esq., of the law firm of GIBBS, GIDEN, LOCHER, TURNER, SENET & WITTBRODT, LLP, and hereby alleges as follows:

**I. THE PARTIES AND JURISDICTION**

1. The Lytle Trust (the "Lytle Trust"), is the current owner of real property located 1930 Rosemere Court, in Clark County, Nevada, APN 163-03-313-009, and described as:

Lot Nine (9) of Rosemere Court, as shown by map thereof on file in Book 59, of Plats, Page 58, in the Office of the County Recorder of Clark County, Nevada ("Lytle Property").

The Lytle Property was previously owned by Defendants, Counter-Claimants J. Allen Lytle and Trudi L. Lytle, the current Trustees of the Lytle Trust, having been purchased by deed recorded November 15, 1996.

2. The Lyttles are informed and believe, and thereon allege, that Counter-Defendants Linda Lamothe and Jacques Lamothe, Trustees of the Jacques & Linda Lamothe Living Trust, are the owners of the residential property in Clark County, Nevada known as parcel number 163-03-313-002, and commonly known as 1830 Rosemere Court, Las Vegas, Nevada 89117 ("1830 Rosemere Court").

3. The Lyttles are informed and believe, and thereon allege, that Plaintiff Marjorie B. Boulden ("Boulden") was formerly the owner of the residential property in Clark County, Nevada known as parcel number 163-03-313-008, and commonly known as 1860 Rosemere Court, Las Vegas, Nevada 89117 ("1960 Rosemere Court"). However, the Lyttles are informed and believe, and thereon allege, that on or about August 4, 2017, Boulden sold 1960 Rosemere Court to Counter-Defendants Robert Z. Disman and Yvonne A. Disman, who are now owners of 1960 Rosemere Court. Under NRS 116.4109, Counter-Defendants Robert and Yvonne Disman knew or should have known that the Association had judgments against it and recorded against it that could encumber



1 their property prior to their purchase of the property.

2 4. The true names and capacities of Counter-Defendants sued herein as ROES 1 through  
3 10, inclusive, and each of them, are presently unknown to the Lytles, and, therefore, they are sued  
4 herein under fictitious names, and when the true names are discovered, the Lytles will seek leave to  
5 amend this Counterclaim and proceedings herein to substitute the true names of said Counter-  
6 Defendants. The Lytles are informed and believe and based thereon allege that each of the foregoing  
7 Counter designated herein as a ROE is negligent or responsible in some manner for the events herein  
8 referred to.

9 **II. ROSEMERE ESTATES COMMUNITY AND GOVERNING DOCUMENTS**

10 5. The Original CC&Rs, in the first paragraph, defines Rosemere Estates as “Lots 1  
11 through 9 of Rosemere Court, a subdivision...” The document adds that “it is the desire and  
12 intention of the Subdivider to sell the land described above and to impose on it mutual, beneficial,  
13 covenants, conditions and restrictions under a general plan or scheme of improvement for the benefit  
14 of all of the land described above and the future owners of the lots comprising said land.” Thus, the  
15 Association includes each and every lot within Rosemere Estates.

16 6. Rosemere Property Owners’ Association (the “Association”), at all times herein  
17 mentioned is comprised of nine (9) owners of single family lots all as more particularly described in  
18 the recorded Declaration of Covenants, Conditions and Restrictions, dated January 4, 1994 (the  
19 “Original CC&Rs”) for the Association, as recorded in the official records of the Clark County  
20 Nevada Recorder’s office. A true and correct copy of the Original CC&Rs is attached hereto, and  
21 incorporated herein, as Exhibit “1.” The Lytles are informed and believe, and based thereon allege,  
22 that the Original CC&Rs were recorded on January 4, 1994, before title to any lot within the  
23 Association was conveyed by deed, and are referenced in the deeds to all Nine (9) properties located  
24 within the Association.

25 7. On February 25, 1997, Plaintiff and Counter-Defendant Linda Lamothe and Plaintiff  
26 Marge Boulden, acting on behalf of all owners, filed Non-Profit Articles of Incorporation (the  
27 “Articles”) pursuant to Nevada Revised Statutes (“NRS”) 82, which formalized the property owners’  
28 committee and created an association, naming it “Rosemere Estates Property Owners Association.”

1           8.       At the July 2, 2007, the Association's Board, the Board presented the homeowners  
2 with a binder that contained the following: (1) new Articles of Incorporation, dated July 6, 2007,  
3 which articles were never filed although represented to be as set forth herein; (2) a letter from Kearn  
4 to the Association members; (3) a Corporate Charter referencing the February 25, 1997 and July 6,  
5 2007 Articles of Incorporation; (4) a section entitled "Governing Documents" referencing the July 6,  
6 2007 Articles of Incorporation; (5) the "First Statutorily Mandated Amendment to the Bylaws of the  
7 Rosemere Estates Homeowners Association," and (5) the proposed Amended and Restated  
8 Covenants, Conditions and Restrictions ("Amended CC&Rs").

9           9.       The proposed Amended CC&Rs were far more restrictive than the Original CC&Rs  
10 and changed the very nature of property ownership within Rosemere Estates. The Amended CC&Rs  
11 contained numerous use restrictions including a section entitled "Restrictions on Use, Alienation,  
12 and Occupancy," pet restrictions, lease restrictions, the establishment of a Design Review  
13 Committee with unfettered discretion, and a new and expansive definition of "nuisance." Further,  
14 the Amended CC&Rs made the Association a full blown unit owners' association, subject to the  
15 entirety of Chapter 116.

16           10.      The proposed amended CC&Rs were not agreed to by all owners at the July 2, 2007  
17 meeting, in fact less than 67% thereof, with at least 3 owners specifically objecting to the proposed  
18 changes and refusing to sign the approval.

19           11.      Despite the failure to obtain the required unanimous approval for changing the  
20 CC&Rs, the Association proceeded, on July 3, 2007, to record in the office of the Recorder for Clark  
21 County, Nevada, the Amended CC&Rs.

22           12.      The Lytles immediately contested and continued to contest the Amended CC&Rs and  
23 its unlawful adoption.

### 24   **III. THE UNDERLYING LITIGATION**

25           13.      After proceeding through two separate mandatory arbitrations via NRS 38.383 in  
26 2009 and 2010, one which contested the validity of the Amended CC&Rs and a second which  
27 contested the validity of liens placed against the Lytle Property by the Association due to the Lytles  
28 refusing to pay assessments levied against their property to fund litigation against them, the Lytles

1 filed two lawsuits in Nevada District Court. Pursuant to the Amended CC&Rs, which was the  
2 governing document at the time and at all times during the underlying litigation, the Lytles were  
3 required to file their claims against the Association, not against the any of the individual owners.

4 **A. NRED I LITIGATION**

5 14. The first lawsuit commenced by the Lytles, case number A-09-593497-C which was  
6 assigned to Judge Michelle Leavitt in Department XII, contested the validity of the Amended  
7 CC&Rs and sought to overturn the Amended CC&Rs ("NRED I Litigation"). The Lytles ultimately  
8 prevailed, entirely, in the litigation, and the Court granted the Lytles summary judgment on July 29,  
9 2013. The matter was appealed, and the Nevada Supreme Court affirmed the District Court's Order  
10 granting the Lytles summary judgment. The Supreme Court remanded the case to the District Court  
11 for redetermination of costs, attorneys' fees and damages on October 19, 2015.

12 15. On May 25, 2016, the Court awarded the Lytles \$297,072.66 in attorneys' fees  
13 pursuant to the Original CC&Rs and the Amended CC&Rs, which the Court declared as the  
14 governing documents during the entirety of the litigation.

15 16. On June 17, 2016, the Court awarded the Lytles damages in the NRED I Litigation,  
16 after a prove-up hearing, in the amount of \$63,566.93.

17 17. Finally, on July 22, 2016, the Court in the NRED I Litigation awarded the Lytles  
18 costs in the amount of \$599.00.

19 18. On September 2, 2016, the Lytles recorded Abstracts of Judgment from the NRED I  
20 Litigation against each property within the Association pursuant to the law set forth herein.

21 **B. NRED II LITIGATION**

22 19. On December 13, 2010, the Lytles filed a second lawsuit against the Association  
23 seeking to release and expunge three (3) unlawfully recorded liens, which were recorded by the  
24 Association against the Lytle Property in 2009 and 2010. This second lawsuit bore case number A-  
25 10-631355-C and was assigned to Department 32, Judge Robert Bare (the "NRED II Litigation").

26 20. Distinct from the NRED I Litigation, in the NRED II Litigation, both the Lytles and  
27 the Association stipulated to the underlying fact that the Amended CC&Rs were the controlling  
28 governing documents for the Association in the NRED II Litigation.

21. On November 14, 2011, the Court granted the Association's Motion for Summary Judgment against the Lytles in the NRED II Litigation. The Court then granted attorneys' fees to the Association pursuant to the Amended CC&Rs and NRS 116.4117. The Lytles appeals the Court's rulings in the NRED II Litigation.

22. On December 21, 2015, the Nevada Supreme Court vacated the Order Granting Summary Judgment in the NRED II Litigation and remanded the NRED II Litigation back to Department 32 for determination. The Supreme Court also vacated the order awarding attorneys' fees, costs, and damages to the Association.

23. On November 10, 2016, the Court in the NRED II Litigation granted the Lytles' Motion for Summary Judgment and entered an Order thereon, finding in favor of the Lytles as to all causes of action.

24. On April 14, 2017, the Court in the NRED II Litigation awarded the Lytles' attorneys' fees in the amount of \$274,608.28 pursuant to the Original CC&Rs, the Amended CC&Rs and NRS 116.4117, finding that the Amended CC&Rs controlled the remedies provided in the action. The Court also awarded costs in the amount of \$4,725.00.

25. Finally, on May 11, 2017, after a prove-up hearing, the Court in the NRED II Litigation awarded the Lytles punitive damages in the amount of \$823,824.84, pursuant to NRS 42.005.

26. On July 20, 2017, the Court in the NRED II Litigation issued an Abstract of Judgment in the amount of \$1,103,158.12, which has been recorded against the Association but none of the individual lots or properties within the Association.

#### **FIRST CAUSE OF ACTION**

**(For Declaratory Relief Against Counter-Defendants Jacques and Linda Lamouthe, Third-Party Defendants Robert Disman and Yvonne Disman, and ROES 1 through 10, Inclusive)**

27. The Lytles incorporate the allegations contained in Paragraphs 1 through 26 herein as though set forth in full.

///

///

1           28.     There exists a controversy between the Lytles and Counter-Defendants and Third  
2 Party Defendants regarding the interpretation, application and enforcement of NRS, Chapter 116 as  
3 well as the application of the Original CC&Rs and Amended CC&Rs to the controversy at hand,  
4 requiring a determination by this Court and entry of declaratory relief.

5           29.     Specifically, the Lytles contend as follows:

- 6           a.     Pursuant to the Original CC&Rs, a lien or judgment against the Association  
7                 established under the Original CC&Rs attaches to each lot within the Association.
- 8           b.     Pursuant to the Amended CC&Rs, which were in force at all times from 2007  
9                 through July 29, 2013, a lien or judgment against the Association established  
10                under the Amended CC&Rs attaches to each lot within the Association.
- 11          c.     Pursuant to NRS, Chapter 116, the Uniform Common Interest Development Act,  
12                 a lien or judgment against the Association attaches to each lot within the  
13                 Association, even if the Association is a *limited purpose association*, because  
14                 under NRS 116.021, each common interest community consists of all “real estate  
15                 described in a declaration with respect to which a person, by virtue of the person’s  
16                 ownership of a unit, is obligated to pay for a share of real estate taxes, insurance  
17                 premiums, maintenance or improvement of, or services or other expenses related  
18                 to, common elements, other units or other real estate described in that  
19                 declaration.” Further under NRS 116.093, each “unit” is defined as the “physical  
20                 portion of the common-interest community designated for separate ownership or  
21                 occupancy...” Thus, the association, or common interest community, includes  
22                 each and every unit in the community, including those owned by third parties.
- 23          d.     Pursuant to NRS 116.3117, which governed the Association and all owners  
24                 during the underlying litigation, a judgment against the Association is a lien in  
25                 favor of the Lytles against all of the real property within the Association and all of  
26                 the units therein, including Counter-Defendants’ properties. The Association and  
27                 its membership are not entitled to use Chapter 116 and all of its provisions as a  
28                 sword during the litigation against the Lytles, *e.g.* to record multiple liens totaling

1                   \$209,883.19 against the Lytles and attempt foreclosure against the Lytle Property  
2                   forcing the Lytles to procure a \$123,000.00 cash bond to prevent such  
3                   foreclosure, and then a shield to defend against the Lytles after they prevailed in  
4                   that litigation and the Association was declared a *limited purpose association*.

5           30.     The Lytles desire a judicial determination of the parties' rights and duties and a  
6     declaration the a lien against the Association, specifically the Abstract of Judgment issued in the  
7     NRED II Litigation, can be recorded against 1830 Rosemere Court and 1960 Rosemere Court.

8           31.     A judicial declaration is necessary and appropriate at this time so that the parties may  
9     ascertain their rights and duties because the Lytles wish to record the Abstract of Judgment in the  
10    NRED II Litigation against 1830 Rosemere Court and 1960 Rosemere Court to enforce their rights  
11    as creditors against the Association.

12  
13           WHEREFORE, Defendants and Counter-Claimants pray for relief as follows:

14           1.     That the Second Amended Complaint be dismissed and that Plaintiffs take nothing by  
15     way of its Second Amended Complaint;

16           2.     That the Court enter a Declaratory Judgment in favor of the Lytles and against the  
17     Counter-Defendants and Third Party Defendants, finding and declaring that the Lytles are entitled to  
18     record a lien and/or Abstract of Judgment obtained in the NRED II Litigation against 1830  
19     Rosemere Court and 1960 Rosemere Court in order to enforce the Lytles' rights as creditors against  
20     the Association.

21           3.     For an injunction preventing any Counter-Defendant or Third Party Defendant from  
22     selling either 1830 Rosemere Court and 1960 Rosemere Court until this Court has entered a  
23     Declaratory Judgment;

24           4.     For costs and disbursements in connection with this action;

25           5.     For reasonable attorney's fees, and

26     ///

27     ///

28     ///

6. For such other and further relief that this Court deems just and proper.

DATED: August 11, 2017

GIBBS GIDEN LOCHER TURNER  
SENET & WITTBRODT LLP

By: 

Richard E. Haskin, Esq.

Nevada State Bar # 11592

Timothy P. Elson, Esq.

Nevada State Bar # 11559

1140 N. Town Center Drive, Suite 300

Las Vegas, Nevada 89144

Attorneys for Defendants

TRUDI LEE LYTLE, JOHN ALLEN LYTLE, & THE  
LYTLE TRUST

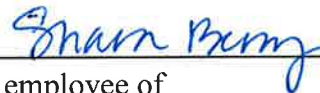
**CERTIFICATE OF MAILING**

The undersigned, an employee of the law firm of GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP, hereby certifies that on August 11, 2017, she served a copy of the foregoing **DEFENDANTS TRUDI LEE LYTLE AND JOHN ALLEN LYTLE, TRUSTEES OF THE LYTLE TRUST'S ANSWER TO PLAINTIFFS' SECOND AMENDED COMPLAINT AND COUNTERCLAIM**; by electronic service through the Regional Justice Center for Clark County, Nevada's ECF System:

Daniel T. Foley, ESQ.  
FOLEY & OAKS, PC  
626 S. 8<sup>th</sup> Street  
Las Vegas, Nevada 89101

Attorney for Plaintiffs

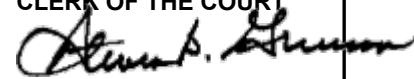
Tel: (702) 384-2070  
Fax: (702) 384-2128  
Email: [dan@folevoakes.com](mailto:dan@folevoakes.com)



An employee of  
Gibbs Giden Locher Turner  
Senet & Wittbrodt LLP



EXHIBIT J TO  
DOCKETING  
STATEMENT



1 **ANS/CRCM**  
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FIDELITY NATIONAL LAW GROUP  
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Las Vegas, Nevada 89113  
4 Tel: (702) 667-3000  
Fax: (702) 697-2020  
5 Email: christina.wang@fnf.com  
*Attorneys for Counter-Defendants/Cross-Claimants*  
6 *Robert Z. Disman and Yvonne A. Disman*

7  
8  
9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 MARJORIE B. BOULDEN, TRUSTEE OF THE )  
MARJORIE B. BOULDEN TRUST, LINDA )  
12 LAMOTHE AND JACQUES LAMOTHE, )  
TRUSTEES OF THE JACQUES & LINDA )  
13 LAMOTHE LIVING TRUST, )

14 Plaintiffs, )

15 vs. )

16 TRUDI LEE LYTLE, JOHN ALLEN LYTLE, )  
THE LYTLE TRUST, DOES I through X, and )  
17 ROE CORPORATIONS I through X, )

18 Defendants. )

19  
20 TRUDI LEE LYTLE, JOHN ALLEN LYTLE, )  
THE LYTLE TRUST, )

21 Counter-Claimants, )

22 vs. )

23 LINDA LAMOTHE AND JACQUES )  
24 LAMOTHE, TRUSTEES OF THE JACQUES & )  
LINDA LAMOTHE LIVING TRUST, ROBERT )  
25 Z. DISMAN, YVONNE A. DISMAN, and )  
ROES 1 through 10, inclusive, )

26 Counter-Defendants. )  
27  
28

Case No.: A-16-747800-C

Dept. No.: XVI

**COUNTER-DEFENDANTS AND  
CROSS-CLAIMANTS ROBERT Z.  
DISMAN AND YVONNE A. DISMAN'S  
ANSWER AND CROSSCLAIM**

1 ROBERT Z. DISMAN, an individual; and )  
2 YVONNE A. DISMAN, an individual, )  
3 Cross-Claimants, )  
4 vs. )  
5 MARJORIE B. BOULDEN, TRUSTEE OF THE )  
6 MARJORIE B. BOULDEN TRUST, )  
7 AMENDED AND RESTATED DATED JULY )  
8 17, 1996; DOES I through X; and ROE )  
9 BUSINESS ENTITIES XI through XX, )  
10 Cross-Defendants. )

11 Counter-Defendants ROBERT Z. DISMAN and YVONNE A. DISMAN (hereinafter  
12 collectively referred to as, the “Dismans”) by and through their attorneys of record, the Fidelity  
13 National Law Group, hereby file this Answer to Counter-Claimants TRUDI LEE LYTLE and  
14 JOHN ALLEN LYTLE, Trustees of THE LYTLE TRUST (hereinafter collectively referred to  
15 as, the “Lyttles”) Counterclaim as follows:

16 **I. THE PARTIES AND JURISDICTION**

17 1. Answering paragraph numbers 1 and 2, the Dismans are without sufficient  
18 knowledge or information to form a belief as to the truth of the allegations of said paragraphs  
19 and on that basis deny each and every allegation set forth therein.

20 2. Answering paragraph number 3, the Dismans admit that in or about August 2017,  
21 they purchased the real property commonly known as 1960 Rosemere Court, Las Vegas, Nevada  
22 89117, Parcel No. 163-03-313-008 (“1960 Rosemere Court” or “Property”) from Marjorie B.  
23 Boulden, Trustee of The Marjorie B. Boulden Trust, amended and restated dated July 17, 1996.  
24 The Dismans further admit that they are now owners of 1960 Rosemere Court. The Dismans  
25 generally and specifically deny all other allegations set forth in paragraph number 3.

26 3. Answering paragraph number 4, the Dismans are without sufficient knowledge or  
27 information to form a belief as to the truth of the allegations of said paragraph and on that basis  
28 deny each and every allegation set forth therein.

**II. ROSEMERE ESTATES COMMUNITY AND GOVERNING DOCUMENTS**

4. Answering paragraph number 5, the allegations set forth therein attempt to

1 characterize the terms of the document referenced, which speaks for itself. Therefore, the  
2 Dismans generally and specifically deny any characterization or legal conclusion inconsistent  
3 with the document referenced and no further response is required.

4 5. Answering paragraph numbers 6, 7, 8, 9, 10, 11 and 12, the Dismans are without  
5 sufficient knowledge or information to form a belief as to the truth of the allegations of said  
6 paragraphs and on that basis deny each and every allegation set forth therein.

### 7 **III. THE UNDERLYING LITIGATION**

8 6. Answering paragraph number 13, the Dismans are without sufficient knowledge  
9 or information to form a belief as to the truth of the allegations of said paragraph and on that  
10 basis deny each and every allegation set forth therein.

#### 11 **A. NRED I LITIGATION**

12 7. Answering paragraph numbers 14, 15, 16, 17 and 18, the Dismans are without  
13 sufficient knowledge or information to form a belief as to the truth of the allegations of said  
14 paragraphs and on that basis deny each and every allegation set forth therein.

#### 15 **B. NRED II LITIGATION**

16 8. Answering paragraph numbers 19, 20, 21, 22, 23, 24, 25 and 26, the Dismans are  
17 without sufficient knowledge or information to form a belief as to the truth of the allegations of  
18 said paragraphs and on that basis deny each and every allegation set forth therein.

### 19 **FIRST CAUSE OF ACTION**

20 **(For Declaratory Relief Against Counter-Defendants Jacques and Linda Lamothe, Third-**  
21 **Party Defendants Robert Disman and Yvonne Disman, and ROES 1 through 10, Inclusive)**

22 9. Answering paragraph number 27, the Dismans repeat and reallege their answers  
23 to paragraphs 1 through 26 above, and incorporates the same by reference as though fully set  
24 forth herein.

25 10. Answering paragraph number 28, the Dismans generally and specifically deny  
26 the allegations set forth therein.

27 11. Answering paragraph numbers 29(a) and (b), the allegations set forth therein  
28 attempt to characterize the terms of the documents referenced, which speak for themselves.

1 Therefore, the Dismans generally and specifically deny any characterization or legal conclusion  
2 inconsistent with the documents referenced and no further response is required.

3 12. Answering paragraph numbers 29(c) and (d), and 30, the allegations set forth  
4 therein call for legal conclusions to which no response is required. To the extent paragraph  
5 numbers 29(c) and (d) are determined to contain factual allegations, the Dismans are without  
6 sufficient knowledge or information to form a belief as to the truth of the allegations of said  
7 paragraphs and on that basis deny each and every allegation set forth therein.

8 13. Answering paragraph number 31, the Dismans generally and specifically deny  
9 the allegations set forth therein

10 **AFFIRMATIVE DEFENSES**

11 The Dismans assert the following affirmative defenses to the claims and allegations  
12 contained in the Counterclaim.

13 1. The Counterclaim fails to state a claim or cause of action against the Dismans  
14 upon which relief can be granted.

15 2. The Counterclaim is not ripe for determination.

16 3. The Counterclaim is barred in whole or in part by the doctrines of laches, waiver,  
17 estoppel, and/or unclean hands.

18 4. The Counterclaim is barred in whole or in part by the doctrines of ratification,  
19 confirmation, release, discharge, and/or set-off.

20 5. The Counterclaim is barred in whole or in part by the doctrines of mistake,  
21 excuse, and/or non-performance.

22 6. The Dismans acted at all times in accordance with their contractual and legal  
23 rights.

24 7. The Dismans acted at all times in good faith and in conformity with applicable  
25 law and regulations.

26 8. Any damage, injury or loss sustained by the Lytles was caused by the actions of  
27 others or by intervening or superseding events for which the Dismans have no responsibility.  
28



1 **PARTIES**

2 1. The Dismans are, and at all times relevant herein were, residents of Clark  
3 County, Nevada.

4 2. The Dismans are informed and believe and on that basis allege that MARJORIE  
5 B. BOULDEN, Trustee of THE MARJORIE B. BOULDEN TRUST, AMENDED AND  
6 RESTATED DATED JULY 17, 1996 ("Boulden"), is, and at all relevant times herein was, a  
7 resident of Clark County, Nevada.

8 3. The Dismans are unaware of the true names and legal capacities, whether  
9 individual, corporate, associate, or otherwise, of the Cross-Defendants sued herein as DOES I  
10 through X and ROE BUSINESS ENTITIES XI through XX, inclusive, and therefore sue said  
11 Cross-Defendants by their fictitious names. The Dismans pray leave to insert said Cross-  
12 Defendants' true names and legal capacities when ascertained. The Dismans are informed and  
13 believe and on that basis allege that each of the Cross-Defendants designated herein as a DOE or  
14 a ROE is in some way legally responsible and liable for the events referred to herein and  
15 proximately caused the damages alleged herein.

16 **JURISDICTION AND VENUE**

17 4. This Court's jurisdiction over the parties is proper under NRS 14.065 as it is  
18 consistent with the constitution of this state and the Constitution of the United States.

19 5. Venue is proper in the Eighth Judicial District Court of Nevada under NRS  
20 13.010 as the subject property is located in Clark County, Nevada.

21 **FACTS COMMON TO ALL CLAIMS FOR RELIEF**

22 6. This action concerns the real property commonly known as 1960 Rosemere  
23 Court, Las Vegas, Nevada 89117, Parcel No. 163-03-313-008 ("1960 Rosemere Court" or  
24 "Property").

25 7. In or about August 2017, the Dismans purchased 1960 Rosemere Court from  
26 Boulden for \$550,000.00.

27 8. The Grant, Bargain, Sale Deed conveying title of the Property from Boulden to  
28 the Dismans was recorded on August 4, 2017, as Instrument No. 20170804-0002656 of the

1 Official Records of Clark County, Nevada.

2 9. Trudi Lee Lytle and John Allen Lytle, Trustees of The Lytle Trust (hereinafter  
3 collectively referred to as, the "Lyttles") allege that 1960 Rosemere Court is encumbered by a  
4 judgment lien that they recorded against the Rosemere Property Owners' Association and that  
5 attached to the Property (the "Judgment Lien").

6 **FIRST CLAIM FOR RELIEF**

7 **(Breach of Warranty)**

8 10. The Dismans repeat, reallege and incorporate by reference each and every  
9 allegation contained in Paragraphs 1 through 9 as though fully set forth herein.

10 11. Pursuant to Nevada law and, specifically, NRS 111.170, the Grant, Bargain, Sale  
11 Deed whereby Boulden conveyed 1960 Rosemere Court to the Dismans is a warranty deed that  
12 contains certain covenants, including, but not limited to, the covenant that the Property is free  
13 from any encumbrance and defect in title.

14 12. Such covenants may be sued upon in the same manner as if they had been  
15 expressly inserted in the conveyance.

16 13. By virtue of the Lyttles' Counterclaim against the Dismans, 1960 Rosemere Court  
17 may be subject to the Judgment Lien.

18 14. Boulden, therefore, breached the covenants contained in the Grant, Bargain, Sale  
19 Deed whereby she conveyed the Property to the Dismans.

20 15. As a direct and proximate result of Boulden's breach, the Dismans have suffered  
21 damages in an amount in excess of Fifteen Thousand Dollars (\$15,000.00), all in a sum to be  
22 determined according to proof at the time of trial.

23 16. As a direct and proximate result of Boulden's breach, the Dismans have been  
24 required to retain legal counsel and incur legal fees and costs in connection with this action and  
25 is, therefore, entitled to recover reasonable attorneys' fees and costs from Boulden as special  
26 damages.

27 ///

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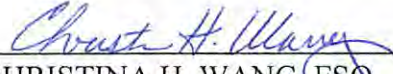
28

1 WHEREFORE, the Dismans pray for judgment against Boulden, DOES I through X and  
2 ROE BUSINESS ENTITIES XI through XX, and each of them, as follows:

- 3 1. For damages in excess of \$15,000.00, plus all applicable interest thereon;
- 4 2. For an award of attorney's fees and costs of litigation; and
- 5 3. For any and all such other relief as the Court deems just and proper.

6 DATED this 26<sup>th</sup> day of September, 2017.

7 FIDELITY NATIONAL LAW GROUP

8  
9   
10 CHRISTINA H. WANG, ESQ.  
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12 8363 W. Sunset Road, Suite 120  
13 Las Vegas, Nevada 89113  
14 *Attorneys for Counter-Defendants/Cross-*  
15 *Claimants Robert Z. Disman and*  
16 *Yvonne A. Disman*

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Richard E. Haskin, Esq.  
Timothy P. Elson, Esq.  
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*Attorneys for Defendants/Counter-  
Claimants Trudi Lee Lytle and John  
Allen Lytle, Trustees of The Lytle Trust*

Daniel T. Foley, Esq.  
Foley & Oakes, PC  
626 S. 8<sup>th</sup> Street  
Las Vegas, Nevada 89101  
*Attorneys for Plaintiffs Marjorie B.  
Boulden, Trustee of The Marjorie B.  
Boulden Trust, amended and restated  
dated July 17, 1996; and Linda Lamothe  
and Jacques Lamothe, Trustees of the  
Jacques and Linda Lamothe Living Trust*

DATED: 9/26/17


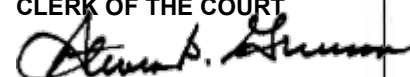
  
An employee of Fidelity National Law Group

EXHIBIT K TO  
DOCKETING  
STATEMENT



**NEOJ**  
Richard E. Haskin, Esq.  
Nevada State Bar # 11592  
Timothy P. Elson, Esq.  
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Attorneys for Defendants  
TRUDI LEE LYTLE, JOHN ALLEN LYTLE,  
& THE LYTLE TRUST

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

TRUDI LEE LYTLE, JOHN ALLEN LYTLE,  
THE LYTLE TRUST, DOES I through X,  
inclusive, and ROE CORPORATIONS I through  
X,

Defendants.

Case No.: A-16-747800-C  
Dept.: XVI

**NOTICE OF ENTRY OF ORDER  
GRANTING MOTION TO ALTER OR  
AMEND FINDINGS OF FACT AND  
CONCLUSIONS OF LAW**

NOTICE IS HEREBY GIVEN that on the 25th day of July, 2017, an ORDER GRANTING  
MOTION TO ALTER OR AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW was  
entered in the above-entitled matter, a copy of which is attached hereto.

DATED: July 25, 2017

GIBBS GIDEN LOCHER TURNER  
SENET & WITTBRODT LLP

By: /s/ Richard E. Haskin

Richard E. Haskin, Esq.  
Nevada State Bar # 11592  
1140 N. Town Center Drive, Suite 300  
Las Vegas, Nevada 89144  
Attorneys for Defendants  
TRUDI LEE LYTLE, JOHN ALLEN LYTLE, & THE  
LYTLE TRUST

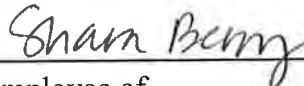
**CERTIFICATE OF MAILING**

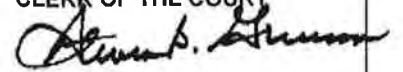
The undersigned, an employee of the law firm of GIBBS GIDEN LOCHER TURNER SENET & WITTBRODT LLP, hereby certifies that on July 25, 2017, she served a copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING MOTION TO ALTER OR AMEND FINDINGS OF FACT AND CONCLUSIONS OF LAW** by electronic service through the Regional Justice Center for Clark County, Nevada's ECF System:

DANIEL T. FOLEY, ESQ.  
FOLEY & OAKS  
626 S. 8<sup>th</sup> Street  
Las Vegas, Nevada 89101

Attorneys for Plaintiffs **MARJORIE BOULDEN, TRUSTEE OF THE MARJORIE B. BOULDEN TRUST, ETAL.**

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An employee of  
Gibbs Giden Locher Turner  
Senet & Wittbrodt LLP



**ORDR**

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Timothy P. Elson, Esq.  
Nevada State Bar # 11559

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(702) 836-9800

Attorneys for Defendants  
TRUDI LEE LYTLE, JOHN ALLEN LYTLE,  
& THE LYTLE TRUST

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

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

Plaintiff,

v.

TRUDI LEE LYTLE, JOHN ALLEN LYTLE,  
THE LYTLE TRUST, DOES I through X,  
inclusive, and ROE CORPORATIONS I through  
X,

Defendants.

Case No.: A-16-747800-C  
Dept.: XVI

**ORDER GRANTING MOTION TO  
ALTER OR AMEND FINDINGS OF FACT  
AND CONCLUSIONS OF LAW**

*Hearing: June 29, 2017*

Plaintiffs' Motion for Partial Summary Judgment and Defendants' Counter Motion for  
Summary Judgment having come on for hearing before this Court on of April 13, 2017. Plaintiffs  
Marjorie Boulden and Linda Lamothe appeared with their counsel, Daniel T. Foley, Esq. and  
Defendants John Allen Lytle and Trudi Lee Lytle, as Trustees of the Lytle Trust, appeared with their  
counsel, Richard Haskin, Esq. After hearing, the Court entered Findings of Fact, Conclusions of  
Law and entered an Order Granting Plaintiffs' Motion for Partial Summary Judgment on April 25,  
2017.

///

1 On June 29, 2017, Defendants' Motion for Reconsideration or, in the Alternative, Motion to  
 2 Alter or Amend Judgment, came on for hearing. Plaintiffs Marjorie Boulden and Linda Lamothe  
 3 appeared with their counsel, Daniel T. Foley, Esq. and Defendants John Allen Lytle and Trudi Lee  
 4 Lytle, as Trustees of the Lytle Trust, appeared with their counsel, Richard Haskin, Esq.

5 The Court having reviewed the Defendants' Motion, Plaintiff's Opposition and the  
 6 Defendants' Reply, all documents attached thereto or otherwise filed in this case, and good cause  
 7 appearing therefore, grants Defendants' Motion to Alter and Amend Judgment pursuant to EDCR  
 8 2.24(b), and the Court makes the following Amendment Findings of Fact and Conclusions of Law,  
 9 granting Plaintiffs' Motion for Partial Summary Judgment.

#### 10 **FINDINGS OF FACT**

11 1. Mrs. Boulden is trustee of the Marjorie B. Boulden Trust (hereinafter "Mrs.  
 12 Boulden") which owns that residential property known as parcel number 163-03-313-008 also  
 13 known as 1960 Rosemere Ct., Las Vegas, NV 89117 ("the Boulden Property").

14 2. Mr. and Mrs. Lamothe are the trustees of the Linda Lamothe and Jacques Lamothe  
 15 Living Trust (hereinafter "Mr. and Mrs. Lamothe") which owns that certain residential property  
 16 known as parcel number 163-03-313-002 also known as 1830 Rosemere Ct., Las Vegas, NV 89117  
 17 (the "Lamothe Property").

18 3. The Boulden Property and the Lamothe Property are located in the Rosemere Court  
 19 subdivision and are subject to the CC&Rs recorded January 4, 1994 (the "Original CC&Rs").

20 4. John Allen Lytle and Trudi Lee Lytle are the Trustees of the Lytle Trust (collectively  
 21 the "Defendants") which owns that certain residential property known as parcel number 163-03-313-  
 22 009 (the "Lytle Property").

23 5. In 2009, the Defendants sued the Rosemere Estates Property Owners Association (the  
 24 Association") in the Eighth Judicial District Court, case # A-09-593497-C (the "Rosemere LPA  
 25 Litigation").

26 6. None of the Plaintiffs were ever parties in the Rosemere LPA Litigation.

27 7. None of the Plaintiffs were a "losing party" in the Rosemere LPA Litigation as that  
 28 term is found in Section 25 of the Original CC&Rs.



1           8.     The Defendants obtained a Summary Judgment for Declaratory Relief from the  
2 District Court in the Rosemere LPA Litigation, which found and ruled as follows:

- 3           a.     The Association is a limited purpose association under NRS 116.1201, is not  
4                 a Chapter 116 "unit-owners' association," and is relegated to only those  
5                 specific duties and powers set forth in Paragraph 21 of the Original CC&Rs  
6                 and NRS 116.1201.  
7           b.     The Association did not have any powers beyond those of the "property  
8                 owners committee" designation in the Original CC&Rs – simply to care for  
9                 the landscaping and other common elements of Rosemere Estates as set forth  
10                in Paragraph 21 of the Original CC&Rs.  
11           c.     Consistent with the absence of a governing body, the Developer provided  
12                 each homeowner the right to independently enforce the Original CC&Rs  
13                 against one another.  
14           d.     The Amended and Restated CC&Rs recorded with the Clark County  
15                 Recorder's Office as Instrument #20070703-0001934 (the "Amended  
16                 CC&Rs") are invalid, and the Amended CC&Rs have no force and effect.

17           9.     Pursuant to NRS 116.1201(2) much of NRS Chapter 116 does not apply to the  
18 Association because it is a limited purpose association that is not a rural agricultural residential  
19 community.

20           10.    After obtaining Summary Judgment in the Rosemere LPA Litigation, the Defendants  
21 filed a Motion for Attorneys' Fees and Costs against the Association, and conducted a prove-up  
22 hearing on damages. After hearing all matters, a Final Judgment was entered in the Defendants'  
23 favor against the Association for \$361,238.59, which includes damages, attorneys' fees and costs  
24 (the "Final Judgment").

25           11.    After obtaining the Attorneys' Fees Judgment, the Defendants, on August 16, 2016,  
26 recorded with the Clark County Recorder's office an Abstract of Judgement referencing the Final  
27 Judgment against the Association, recorded as Instrument #20160818-0001198 (the "First Abstract  
28 of Judgment").

          12.    In the First Abstract of Judgment, the Defendants listed the parcel numbers of the  
Boulden Property and the Lamothe Property as properties to which the First Abstract of Judgment  
and Final Judgment was to attach.

///

1           13.     On September 2, 2016, the Defendants recorded with the Clark County Recorder's  
2 office an Abstract of Judgement referencing the Final Judgment against the Association, recorded as  
3 Instrument #20160902-0002684 (the "Second Abstract of Judgment"). The Second Abstract of  
4 Judgment listed the parcel number of the Lamothe Property only as the property to which the  
5 Judgment was to attach.

6           14.     On September 2, 2016, the Defendants recorded with the Clark County Recorder's  
7 office an Abstract of Judgement referencing the Final Judgment against the Association, recorded as  
8 Instrument #20160902-0002690 (the "Third Abstract of Judgment"). The Third Abstract of  
9 Judgment listed the parcel number of the Boulden Property only as the property to which the  
10 Judgment was to attach.

#### 11                           CONCLUSIONS OF LAW

12           1.     The Association is a "limited purpose association" as referenced in NRS 116.1201(2).  
13           2.     As a limited purpose association, NRS 116.3117 is not applicable to the Association.  
14           3.     As a result of the Rosemere LPA Litigation, the Amended CC&Rs were judicially  
15 declared to have been improperly adopted and recorded, the Amended CC&Rs are invalid and have  
16 no force and effect and were declared void ab initio.

17           4.     The Plaintiffs were not parties to the Rosemere LPA Litigation.

18           5.     The Plaintiffs were not "losing parties" in the Rosemere LPA Litigation as per  
19 Section 25 of the Original CC&Rs.

20           6.     The Final Judgment in favor of the Defendants is not against, and is not an obligation  
21 of, the Plaintiffs.

22           7.     The Final Judgment against the Association is not an obligation or debt owed by the  
23 Plaintiffs.

24           8.     The First Abstract of Judgment recorded as Instrument #20160818-0001198 was  
25 improperly recorded against the Lamothe Property and constitutes a cloud against the Lamothe  
26 Property.

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28     ///



1           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Second  
2 Abstract of Judgment recorded as Instrument #20160902-0002684 in the Clark County Recorder's  
3 Office is hereby expunged and stricken from the records of the Clark County Recorder's Office.

4           **IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED** that the Third  
5 Abstract of Judgment recorded as Instrument #20160902-0002690 in the Clark County Recorder's  
6 Office is hereby expunged and stricken from the records of the Clark County Recorder's Office.

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1 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the  
2 Defendants are permanently enjoined from recording and enforcing the Final Judgment from the  
3 Rosemere LPA Litigation or any abstracts related thereto against the Boulden Property or the  
4 Lamothe Property.

5 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the  
6 Defendants are permanently enjoined from taking any action in the future against the Plaintiffs or  
7 their properties based upon the Rosemere LPA Litigation.

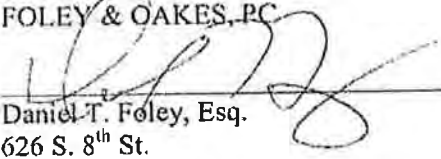
8 IT IS HEREBY FURTHER ORDERED ADJUDGED AND DECREED that the  
9 Defendants are hereby ordered to release the First Abstract of Judgment, the Second Abstract of  
10 Judgment, and the Third Abstract of Judgment recorded with the Clark County Recorder within  
11 ten (10) days after the date of Notice of Entry of this Order.

12  
13 DATED this 19<sup>th</sup> day of July 2017

14  
15  
16   
DISTRICT COURT JUDGE  
17 

18 Submitted by:

19 FOLEY & OAKES, PC

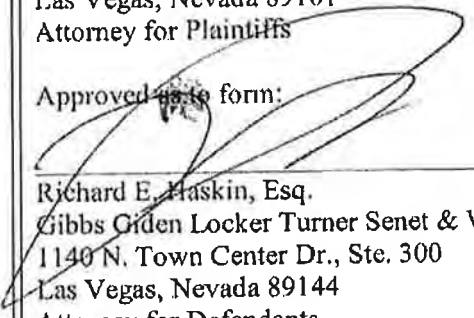
20   
Daniel T. Foley, Esq.

21 626 S. 8<sup>th</sup> St.

22 Las Vegas, Nevada 89101

23 Attorney for Plaintiffs

24 Approved as to form:

25   
Richard E. Haskin, Esq.

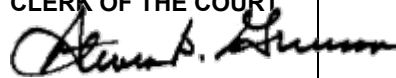
26 Gibbs Giden Locker Turner Senet & Wittbrodt LLP

27 1140 N. Town Center Dr., Ste. 300

28 Las Vegas, Nevada 89144

Attorney for Defendants

EXHIBIT L TO  
DOCKETING  
STATEMENT



**COM**  
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*Attorneys for Plaintiffs*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

SEPTEMBER TRUST, DATED MARCH  
23, 1972; GERRY R. ZOBRIST AND  
JOLIN G. ZOBRIST, AS TRUSTEES OF  
THE GERRY R. ZOBRIST AND JOLIN G.  
ZOBRIST FAMILY TRUST; RAYNALDO  
G. SANDOVAL AND JULIE MARIE  
SANDOVAL GEGEN, AS TRUSTEES OF  
THE RAYNALDO G. AND EVELYN A.  
SANDOVAL JOINT LIVING AND  
DEVOLUTION TRUST DATED MAY 27,  
1992; and DENNIS A. GEGEN AND  
JULIE S. GEGEN, HUSBAND AND  
WIFE, AS JOINT TENANTS,

Plaintiffs,

vs.

TRUDI LEE LYTLE AND JOHN ALLEN  
LYTLE, AS TRUSTEES OF THE LYTLE  
TRUST; JOHN DOES I through V; and  
ROE ENTITIES I through V, inclusive,

Defendants.

A-17-765372-C

Case No.:

Dept. No.: Department 28

**COMPLAINT**

Plaintiffs, September Trust, dated March 23, 1972 ("September Trust"), Gerry R. Zobrist and Jolin G. Zobrist, as Trustees of the Gerry R. Zobrist and Jolin G. Zobrist Family Trust ("Zobrist Trust"), Raynaldo G. Sandoval and Julie Marie Sandoval Gegen, as Trustees of the Raynaldo G. and Evelyn A. Sandoval Joint Living and Devolution Trust Dated May 27, 1992 ("Sandoval Trust"), Dennis A. Gegen and Julie S. Gegen, Husband and Wife as Joint Tenants

**CHRISTENSEN JAMES & MARTIN**  
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117  
PH: (702) 255-1718 & FAX: (702) 255-0871

1 (hereafter “Gegen”) (hereafter September Trust, Zobrist Trust, Sandoval Trust and Gegen may  
2 be collectively referred to as “Plaintiffs”), by and through their attorneys, Christensen James &  
3 Martin, hereby complain against Trudi Lee Lytle and John Allen Lytle, as Trustees of the Lytle  
4 Trust (collectively the “Lytles” or “Defendants”), JOHN DOES I through V; and ROE  
5 ENTITIES I through V, as follows:

6 PARTIES, JURISDICTION & VENUE

7 1. The September Trust is the owner of the residential property in Clark County,  
8 Nevada known as 1861 Rosemere Court, Las Vegas, Nevada 89117, Assessor’s Parcel No. 163-  
9 03-313-004 (“September Property”).

10 2. The Zobrist Trust is the owner of the residential property in Clark County,  
11 Nevada known as 1901 Rosemere Court, Las Vegas, Nevada 89117, Assessor’s Parcel No. 163-  
12 03-313-005 (“Zobrist Property”).

13 3. The Sandoval Trust is the owner of the residential property in Clark County,  
14 Nevada known as 1860 Rosemere Court, Las Vegas, Nevada 89117, Assessor’s Parcel No. 163-  
15 03-313-001 (“Sandoval Property”).

16 4. Gegen is the owner of the residential property in Clark County, Nevada known as  
17 1831 Rosemere Court, Las Vegas, Nevada 89117, Assessor’s Parcel No. 163-03-313-003  
18 (“Gegen Property”) (hereafter September Property, Zobrist Property, Sandoval Property and  
19 Gegen Property may be collectively referred to as Plaintiffs’ Properties).

20 5. Upon information and belief, Trudi Lee Lytle and John Allen Lytle are residents  
21 of Clark County, and are co-trustees of the Lytle Trust.

22 6. Venue for this proceeding is proper before the above-entitled Court as the events  
23 relating to this matter occurred in Clark County, Nevada and the property that is the subject of  
24 this litigation is in Clark County, Nevada.

25 7. The true names and capacities, whether partnership, individual, corporate,  
26 company, associate or otherwise, of Defendants John Does I through V and Roe Entities I  
27 through V, inclusive, are presently unknown to Plaintiffs, who therefore sue said Defendants by  
28



1 such fictitious names. Such Defendants may be responsible for or liable to Plaintiffs by virtue of  
2 the actions hereinafter described. Plaintiffs reserve the right to amend the Complaint to insert any  
3 additional charging allegations, together with the true identities and capacities, when the same  
4 have been ascertained.

5 8. Wherever appearing in this Complaint, each and every reference to Defendants or  
6 to any of them is intended to be and shall be a reference to all Defendants hereto, and to each of  
7 them, named and unnamed, including all fictitiously named Defendants, unless said reference is  
8 otherwise specifically qualified.

9 9. At all times material herein, Defendants, and each of them, were an owner, a co-  
10 owner, an agent, officer, manager, employee, representative, partner and/or alter ego of its co-  
11 defendants, or otherwise acting on behalf of each and every remaining Defendant and, in doing  
12 the things herein alleged, were acting within the course and scope of their authorities as an  
13 owner, a co-owner, an agent, officer, manager, employee, representative, partner and/or alter ego  
14 of its co-defendants, with the full knowledge, permission and consent of each and every  
15 remaining defendant, each co-defendant having ratified the acts of the other co-defendants.

16 10. At all times material herein and to the best of Plaintiffs' knowledge, the Lytles,  
17 and John Does and Roe Entities have been operating as alter egos and conduits of each other and  
18 to serve the purpose of each other, and not as individual entities or persons, so as to permit the  
19 individual Defendants to escape liability, whose business operations have been operated under  
20 common labor, ownership, control and an interrelationship of operations, such that they  
21 constitute a single business in fact. The Court should disregard the corporate or business shell to  
22 the extent necessary to afford complete relief.

23 11. Plaintiffs have been required to retain the services of Christensen James & Martin  
24 to prosecute this action and are entitled to receive their reasonable attorney's fees and costs.

25 12. Jurisdiction and venue may also be based upon facts alleged elsewhere in this  
26 Complaint.

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GENERAL ALLEGATIONS

13. Plaintiffs herein restate and re-allege Paragraphs 1 through 12 of this Complaint as if fully set forth herein and incorporate the same by reference.

14. The Plaintiffs' Properties are located in the Rosemere Estates subdivision ("Subdivision") wherein there are nine (9) lots and/or properties.

15. The Subdivision properties are subject to the CC&R's recorded January 4, 1994 (the "CC&Rs").

16. The CC&Rs provide in paragraph 21 that a property owners committee shall be established by all owners of lots within the subdivision to determine the landscaping on the four exterior wall planters and the entrance way planters, to determine the method and cost of watering the planters, to maintain the exterior perimeter wall, to maintain the Entrance Gate and to maintain and repair the interior street.

17. The CC&Rs provide in paragraph 24 that in order to enforce the CC&Rs any appropriate judicial proceeding in law or in equity could be used by any lot owner suing directly any other lot owner or owners for any violation of the CC&Rs.

18. A non-profit corporation, the Rosemere Estates Property Owners Association ("Rosemere Association"), was formed in 1997 in order to open a bank account to handle the property owners committee's funds for the landscaping described in paragraph sixteen (16). The corporate charter of the Rosemere Association was revoked by the Nevada Secretary of State's office in 2015.

**Rosemere Litigation I**

19. In 2009, the Lytles filed suit against the Rosemere Association directly in Case No. A-09-593497-C ("Rosemere Litigation I"). The Lytles did not name the Plaintiffs or any other lot owners as Defendants in Rosemere Litigation I.

20. On or about July 29, 2016, the Lytles obtained a Judgment against the Rosemere Association in the amount of \$361,238.59 ("Rosemere Judgment I").

1  
2 21. Thereafter, in August and September of 2016, the Lytles recorded with the Clark  
3 County Recorder's office two different abstracts of the Rosemere Judgment I. The first Abstract  
4 (filed in August) specifically listed the parcel numbers of the Plaintiffs' Properties as properties  
5 to which the Rosemere Judgment I was to attach but pursuant to the records of the Clark County  
6 Recorder's Office only attached to one (1) of the Plaintiffs' Properties-the Sandoval Property.  
7 However, the first recorded Abstract appears on a Title Report for the Zobrist Property. The  
8 second Abstract (filed in September) only listed one parcel number but attached to three (3) of  
9 the Plaintiffs' Properties (hereafter the 2 Abstracts are "Abstracts of Judgment"). Therefore,  
10 both the Abstracts of Judgment affect and are an unlawful encumbrance on all of Plaintiffs'  
11 Properties.  
12

13 22. When the Lytles recorded the Abstracts of Judgment, the Lytles specifically  
14 included the parcel numbers of the Plaintiffs' Properties even though Plaintiffs were not parties  
15 to the Rosemere Litigation from which the Rosemere Judgment I arose.  
16

17 23. The Plaintiffs have no legal duty to pay the Rosemere Judgment I and have  
18 advised the Lytles of this fact and have requested that the Lytles remove the Abstracts of  
19 Judgment from their Properties.

20 24. The Lytles knew or should have known that the Plaintiffs did not have a legal  
21 duty to pay the Rosemere Judgment I.

22 25. The Abstracts of Judgment were wrongfully recorded against the Plaintiffs'  
23 Properties and the Lytles knew or should have known the Abstracts of Judgment were  
24 wrongfully recorded.

25 26. Other property owners in the Rosemere Subdivision, the Bouldens (Parcel No.  
26 163-03-313-008) and the Lamothes (Parcel No. 163-03-313-002) have already filed a lawsuit  
27 (Case No. A-16-747900-C) regarding this same issue ("BL Lawsuit"), because the Rosemere  
28

1 Judgment I was recorded against all the properties in the Subdivision except for the Lytle's  
2 property.

3 27. On July 25, 2017, the Court issued its Order in the BL Lawsuit Granting Motion  
4 to Alter or Amend Findings of Fact and Conclusions of Law ("Order").

5 28. In its Order, the Court found that, among other things, the Association is not  
6 subject to NRS 116.3117, the Bouldens and Lamothes were not parties to the Rosemere  
7 Litigation, the Rosemere Judgment I is not an obligation or debt of the Bouldens or the Lamothes  
8 and that the Abstracts of Judgment were improperly recorded against such properties and must  
9 be expunged and stricken from the record.

10 29. After the Court issued its Order, the Lytles released their liens against the  
11 Boulden and Lamothes properties but have not released their liens against the Plaintiffs'  
12 Properties.

13 30. Although the Plaintiffs and Lytles have participated in settlement discussions and  
14 the Plaintiffs have requested the same relief granted to the Bouldens and Lamothes, as of the date  
15 of filing this Complaint, the Lytles have not agreed to release the Abstracts of Judgment  
16 wrongfully recorded against the Plaintiffs' Properties.

17 **Rosemere Litigation II**

18 31. In 2010, the Lytles filed another suit against the Rosemere Association directly in  
19 Case No. A-10-631355-C ("Rosemere Litigation II"). The Lytles did not name the Plaintiffs or  
20 any other lot owners as Defendants in the Rosemere Litigation II.

21 32. On or about November 14, 2016, the Lytles were granted Summary Judgment  
22 against the Rosemere Association.

23 33. On or about July 20, 2017, the District Court signed an Abstract of Judgment in  
24 the amount of \$1,103,158.12. ("Rosemere Judgment II").

25 34. The Plaintiffs were not named parties in the Rosemere II Litigation and did not  
26 have notice of the same.

1           35.     As of the date of filing this Complaint, the Rosemere Judgment II has not been  
2 recorded against the Plaintiffs' Properties.

3 **Rosemere Litigation III**

4           36.     On or about April 2, 2015, the Lytles filed a third case (Case No. A-15-716420-  
5 C) against the Association and named as Defendants Sherman L. Kearl ("Kearl") and Gerry G.  
6 Zobrist ("Zobrist") ("Rosemere Litigation III"). On April 8, 2015, the Lytles filed an Errata to  
7 the Complaint amending it so that all references to Kearl and Zobrist were taken out of the  
8 Complaint.

9           37.     On or about September 13, 2017, the Court entered its Order granting Summary  
10 Judgment for Declaratory Relief as against the Association ("Rosemere Judgment III). On  
11 November 8, 2017, the Court granted a Motion for Attorney's Fees and Costs in this case.

12           38.     As of the date of filing this Complaint, the Rosemere Judgment III has not been  
13 recorded against the Plaintiffs' Properties.

14           39.     It has been necessary for Plaintiffs to obtain legal counsel to pursue their rights  
15 and protect their interests as they relate to the allegations asserted in this Complaint.

16 **FIRST CAUSE OF ACTION**

17 **[Quiet Title]**

18           40.     Plaintiffs herein restate and re-allege Paragraphs 1 through 39 of this Complaint  
19 as if fully set forth herein and incorporate the same by reference.

20           41.     The Lytles, by their claims and actions, have asserted certain rights to lien the  
21 Plaintiffs' Properties.

22           42.     The Lytles are without any legal basis whatsoever to lien the Plaintiffs'  
23 Properties.

24           43.     The Lytles are without any legal basis whatsoever to claim any interest in the  
25 Plaintiffs' Properties, including any rights to lien or sell the same.

26           44.     As a proximate result of the Lytles' actions, the titles to the Plaintiffs' Properties  
27 have been improperly and illegally clouded.

1           45.     Plaintiffs are entitled to an Order from this Court pursuant to NRS 40.010  
2 quieting title in their names and expunging the Abstracts of Judgment.

3           46.     Plaintiffs herein have been required to retain the services of Christensen James &  
4 Martin to prosecute this action, and are entitled to an award of attorney's fees and costs.

5                               SECOND CAUSE OF ACTION

6                                       [Declaratory Relief]

7           47.     Plaintiffs herein restate and re-allege Paragraphs 1 through 46 of this Complaint  
8 as if fully set forth herein and incorporate the same by reference.

9           48.     A dispute and actual controversy exists between the parties relative to their  
10 interpretation of the rights and duties of the Plaintiffs regarding the Rosemere Judgments, the  
11 recorded Abstracts of Judgment, and the Plaintiffs' Properties.

12           49.     The Plaintiffs are entitled to a declaration from the Court, to the effect that the  
13 Rosemere Judgments against the Rosemere Estates Home Owners Association are not judgments  
14 against the Plaintiffs, separately or individually, and that the Rosemere Judgments and the  
15 Abstracts of Judgment were improperly and unlawfully recorded against the Plaintiffs'  
16 Properties.

17           50.     Plaintiffs do not owe any money whatsoever to the Lytles.

18           51.     Plaintiffs do not have an adequate remedy at law because they cannot sell their  
19 Properties with the Abstracts of Judgment recorded against their Properties.

20           52.     Plaintiffs will suffer irreparable harm if they are not able to sell their Properties  
21 due to the recording of the Abstracts of Judgment.

22           53.     Further, if the Lytles were to record the Rosemere Judgment II or the Rosemere  
23 Judgment III like they have the Rosemere Judgment I, the Plaintiffs will not have an adequate  
24 remedy at law because they could not sell their Properties.

25           54.     The Lytles have threatened to record the Rosemere Judgment II against other  
26 homeowners in the Rosemere Subdivision

27           55.     Plaintiffs are likely to prevail on their claims against the Lytles.  
28

1           56.     The Plaintiffs are entitled to a declaration from the Court, to the effect that the  
2 Rosemere Judgment II and Rosemere Judgment III against the Rosemere Estates Home Owners  
3 Association is not a judgment against the Plaintiffs, separately or individually, and that the  
4 Rosemere Judgment II and Rosemere Judgment III cannot be recorded against the Plaintiffs'  
5 Properties.

6           57.     Plaintiffs are entitled to an Order from this Court expunging the liens in the form  
7 of the recorded Abstracts of Judgment and declaring that the Rosemere Judgment II and the  
8 Rosemere Judgment III may not be recorded against the Plaintiffs' Properties.

9           58.     Plaintiffs have been required to retain the services of Christensen James & Martin  
10 to prosecute this action, and are entitled to an award of attorney's fees and costs.

11                                 PRAYER FOR RELIEF

12           WHEREFORE, the Plaintiffs pray for Judgment against Defendants as follows:

13           1.     For an order restraining the Lytles, and each of them, their, agents, servants,  
14 employees, attorneys, successors and assign, from foreclosing upon or selling the Plaintiffs'  
15 Properties and from doing, causing, or permitting to be done, directly or indirectly, any acts  
16 whereby the rights of the Plaintiffs in said property is in any matter impaired, violated or  
17 interfered with and that the Abstracts of Judgment should be stricken from the records of the  
18 Clark County Recorder's Office;

19           2.     For an Order quieting title of the Properties in favor of the Plaintiffs and against  
20 the Lytles;

21           3.     For a declaration that the Lytles, and each of them, have no right, title or interest  
22 in the Plaintiffs' Properties, and a judgment and order quieting the Plaintiffs' title, canceling and  
23 expunging the Abstracts of Judgment;

24           4.     For Plaintiffs' attorney's fees and costs incurred in this action, and

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5. For such further relief as the Court may deem proper under the circumstances.

DATED this 29<sup>th</sup> day of November, 2017.

CHRISTENSEN JAMES & MARTIN  
  
By: /s/ Laura J. Wolff, Esq.  
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