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Elizabeth A. Brown
Clerk of Supreme Court

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13
14 Attorneys for Plaintiff/Counterdefendant
15 Saticoy Bay LLC Series 8149 Palace Monaco

16
17 DISTRICT COURT
18
19 CLARK COUNTY, NEVADA

20 SATICOY BAY LLC SERIES 8149 PALACE
21 MONACO,

22 Plaintiff,

23 vs.

24 ROBERT NARDIZZI a/k/a ROBERT A.
25 NARDIZZI; MONACO LANDSCAPE
26 MAINTENANCE ASSOCIATION, INC.;
27 WELLS FARGO BANK, NATIONAL
28 ASSOCIATION, AS TRUSTEE FOR THE
STRUCTURED ADJUSTABLE RATE
MORTGAGE LOAN TRUST, MORTGAGE
PASS THROUGH CERTIFICATES SERIES
2005-11,

Defendants.

CASE NO.: A-18-770245-C
DEPT. NO.: XXVIII

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that plaintiff, Saticoy Bay LLC Series 8149 Palace Monaco, by
and through their attorney, Michael F. Bohn, Esq, hereby appeals to the Supreme Court of Nevada

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1 from the Findings of Fact, Conclusions of Law and Order which was entered on June 4, 2020.

2 DATED this 6th day of July 2020.

3 LAW OFFICES OF
4 MICHAEL F. BOHN, ESQ., LTD.

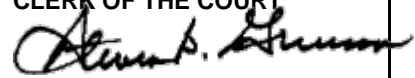
5
6 By: /s/ Michael F. Bohn, Esq./
7 MICHAEL F. BOHN, ESQ.
8 2260 Corporate Circle, Suite 480
9 Henderson, NV 89074
10 Attorney for plaintiff

11 **CERTIFICATE OF SERVICE**

12 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of
13 LAW OFFICES OF MICHAEL F. BOHN., ESQ., and on the 6th day of July, 2020, an electronic
14 copy of the **NOTICE OF APPEAL** was served on opposing counsel via the Court's electronic
15 service system to the following counsel of record:

16 R. Samuel Ehlers, Esq.	Douglas M. Cohen, Esq.
17 Aaron D. Lancaster, Esq.	Gregory P. Kerr, Esq.
18 Wright, Finlay & Zak, LLP	Jordan Butler, Esq.
19 7785 W. Sahara Ave., Ste. 200	Wolf, Rifkin, Shapiro,
20 Las Vegas, NV 89117	Schulman & Rabkin, LLP
21 <i>Attorneys for Defendant Wells Fargo Bank,</i>	3556 E. Russell Rd., Second Floor
22 <i>National Association</i>	Las Vegas, NV 89120
	<i>Attorneys for Defendant Monaco</i>
	<i>Landscape Maintenance Association, Inc.</i>

23 /s/ Marc Sameroff/
24 An Employee of the LAW OFFICES OF
25 MICHAEL F. BOHN, ESQ., LTD



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7 Attorneys for Plaintiff/Counterdefendant
Saticoy Bay LLC Series 8149 Palace Monaco
8

9
10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 SATICOY BAY LLC SERIES 8149 PALACE
13 MONACO,

14 Plaintiff,

15 vs.

16 ROBERT NARDIZZI a/k/a ROBERT A.
17 NARDIZZI; MONACO LANDSCAPE
18 MAINTENANCE ASSOCIATION, INC.;
19 WELLS FARGO BANK, NATIONAL
20 ASSOCIATION, AS TRUSTEE FOR THE
STRUCTURED ADJUSTABLE RATE
MORTGAGE LOAN TRUST, MORTGAGE
PASS THROUGH CERTIFICATES SERIES
2005-11,

21 Defendants.

CASE NO.: A-18-770245-C
DEPT. NO.: XXVIII

22
23 **CASE APPEAL STATEMENT**

- 24 1. The appellant filing this case appeal statement Saticoy Bay LLC Series 8149 Palace
25 Monaco .
26 2. The judge issuing the judgment appealed from is the honorable Ronald . Israel.
27 3. The parties to the proceedings in District Court are Saticoy Bay LLC Series 8149 Palace
28

1 Monaco, plaintiff; Robert Nardizzi a/k/a Robert A. Nardizzi; Monaco Landscape Maintenance
2 Association, Inc.; Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable
3 Rate Mortgage Loan Trust, Mortgage Pass Through Certificates Series 2005-11, defendants; and
4 Counter Defendant Red Rock Financial Services, Llc.,

5 4. The parties to this appeal are the appellant Saticoy Bay LLC Series 8149 Palace Monaco ;
6 and Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage
7 Loan Trust, Mortgage Pass Through Certificates Series 2005-11, respondent.

8 5. Counsel for Saticoy Bay LLC Series 8149 Palace Monaco is Michael F. Bohn, Esq.; 2260
9 Henderson, NV 89074; (702) 642-3113. Counsel for respondent Wells Fargo Bank, National
10 Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Mortgage Pass
11 Through Certificates Series 2005-11, is Aaron D. Lancaster, Esq., Wright, Finlay & Zak, LLP, 7785
12 W. Sahara Ave., Ste. 200, Las Vegas, NV 89117; (702) 475-7964.

13 6. The attorneys for both the plaintiff/appellant and defendant/respondent are licensed in the
14 state of Nevada.

15 7. The appellants was represented by retained counsel in the District Court;

16 8. The appellant is represented by retained counsel on appeal;

17 9. There were no orders granting leave to proceed in forma pauperis;

18 10. The complaint was filed in District Court on February 27, 2018;

19 11. The plaintiff filed this action seeking quiet title to the real property from the former owner
20 and from all existing encumbrances on the property. The district court granted Summary Judgment in
21 favor of Wells Fargo Bank.

22 12. The case has not previously been the subject of an appeal;

23 13. The case does not involve child custody or visitation; and,

24 ///

25 ///

26 ///

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14. The issues presented in this case are issues of first impression. For this reason, it is unlikely that this case can be settled.

DATED this 6th day of July 2020.

LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.

By: /s/ /Michael F. Bohn, Esq./
MICHAEL F. BOHN, ESQ.
2260 Corporate Circle, Suite 480
Henderson, NV 89074
Attorney for plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of LAW OFFICES OF MICHAEL F. BOHN., ESQ., and on the 6th day of July, 2020, an electronic copy of the **CASE APPEAL STATEMENT** was served on opposing counsel via the Court's electronic service system to the following counsel of record:

R. Samuel Ehlers, Esq.
Aaron D. Lancaster, Esq.
Wright, Finlay & Zak, LLP
7785 W. Sahara Ave., Ste. 200
Las Vegas, NV 89117
*Attorneys for Defendant Wells Fargo Bank,
National Association*

Douglas M. Cohen, Esq.
Gregory P. Kerr, Esq.
Jordan Butler, Esq.
Wolf, Rifkin, Shapiro,
Schulman & Rabkin, LLP
3556 E. Russell Rd., Second Floor
Las Vegas, NV 89120
*Attorneys for Defendant Monaco
Landscape Maintenance Association, Inc.*

/s/ Marc Sameroff/
An Employee of the LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY**CASE NO. A-18-770245-C**

Saticoy Bay LLC Series 8149 Palace Monaco, Plaintiff(s)
 vs.
 Robert Nardizzi, Defendant(s)

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 §
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 §

Location: **Department 28**
 Judicial Officer: **Israel, Ronald J.**
 Filed on: **02/27/2018**
 Cross-Reference Case Number: **A770245**

CASE INFORMATION**Statistical Closures**

04/16/2018 Transferred (before trial)

Case Type: **Other Title to Property**

Case Status: **09/04/2018 Reopened**

DATE**CASE ASSIGNMENT****Current Case Assignment**

Case Number A-18-770245-C
 Court Department 28
 Date Assigned 02/27/2018
 Judicial Officer Israel, Ronald J.

PARTY INFORMATION














Plaintiff	Saticoy Bay LLC Series 8149 Palace Monaco	<i>Lead Attorneys</i>
		Bohn, Michael F <i>Retained</i> 702-642-3113(W)
Defendant	Monaco Landscape Maintenance Association Inc	Ebert, John William <i>Retained</i> 702-382-1500(W)
	Nardizzi, Robert	
	Wells Fargo Bank NA	Swift, Christopher <i>Retained</i> 702-991-4628(W)
Counter Claimant	Wells Fargo Bank NA	Swift, Christopher <i>Retained</i> 702-991-4628(W)
Counter Defendant	Saticoy Bay LLC Series 8149 Palace Monaco	Bohn, Michael F <i>Retained</i> 702-642-3113(W)
Cross Claimant	Wells Fargo Bank NA	Swift, Christopher <i>Retained</i> 702-991-4628(W)
Cross Defendant	Monaco Landscape Maintenance Association Inc	Ebert, John William <i>Retained</i> 702-382-1500(W)
Third Party Defendant	Red Rock Financial Services LLC Removed: 04/24/2019 Dismissed	Koch, David <i>Retained</i> 702-318-5041(W)
Third Party Plaintiff	Wells Fargo Bank NA Removed: 04/24/2019 Dismissed	Swift, Christopher <i>Retained</i> 702-991-4628(W)

DATE**EVENTS & ORDERS OF THE COURT****INDEX**

CASE SUMMARY

CASE NO. A-18-770245-C

EVENTS

02/27/2018	 Summons Electronically Issued - Service Pending Party: Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco <i>Summons</i>
02/27/2018	 Complaint Filed By: Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco <i>Complaint for Declaratory Relief and Quiet Title</i>
02/27/2018	 Lis Pendens Filed By: Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco <i>Notice of Lis Pendens</i>
02/27/2018	 Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
03/21/2018	 Answer to Complaint Filed by: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Answer to Complaint for Declaratory Relief and Quiet Title</i>
03/21/2018	 Initial Appearance Fee Disclosure Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Initial Appearance Fee Disclosure</i>
03/21/2018	 Notice Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Notice of NRCP 7.1 Disclosure</i>
04/06/2018	 Notice of Removal <i>Notice of Removal</i>
04/16/2018	 Order to Statistically Close Case <i>Civil Order To Statistically Close Case</i>
06/04/2018	 Notice Filed By: Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco <i>Notice of Federal Court Order of Remand to State District Court</i>
07/12/2018	 Initial Appearance Fee Disclosure Filed By: Cross Claimant Wells Fargo Bank NA <i>Initial Appearance Fee Disclosure</i>
07/26/2018	 Affidavit of Service Filed By: Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco <i>Affidavit of Service to Robert Nardizzi</i>
07/26/2018	 Affidavit of Service Filed By: Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco <i>Affidavit of Service to Wells Fargo Bank, National Association</i>
07/26/2018	 Affidavit of Service Filed By: Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco <i>Affidavit of Service to Monaco Landscape Maintenance Association, Inc.</i>

CASE SUMMARY

CASE NO. A-18-770245-C

07/27/2018	 Opposition to Motion to Dismiss Filed By: Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco <i>Opposition Of Plaintiff To Wells Fargo's Motion To Dismiss</i>
07/31/2018	 Substitution of Attorney <i>Substitution of Attorneys</i>
08/07/2018	 Reply in Support Filed By: Cross Claimant Wells Fargo Bank NA <i>Reply in Support of Wells Fargo's Motnio to Dismiss Plaintiff's Complaint</i>
09/05/2018	 Order Denying Motion <i>Order Denying Motion to Dismiss</i>
09/07/2018	 Notice of Entry <i>Notice of Entry of Order</i>
10/15/2018	 Answer Filed By: Cross Claimant Wells Fargo Bank NA <i>Wells Fargo's Answer to Plaintiff's Complaint, Counter-Claims, Cross-Claims and Third Party Complaint</i>
10/15/2018	 Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>
11/05/2018	 Motion to Dismiss <i>Motion to Dismiss Defendant's Counterclaim</i>
11/13/2018	 Answer Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Monaco Landscape Maintenance Association's Answer to Wells Fargo's Counterclaims, Cross-Claims, and Third-Party Claims</i>
11/30/2018	 Opposition to Motion <i>Wells Fargo's Opposition to Plaintiff's Motion to Dismiss</i>
12/05/2018	 Reply Filed by: Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco <i>Reply to Opposition to Motion to Dismiss Defendant's Counterclaim</i>
12/18/2018	 Notice of Lis Pendens <i>Notice of Lis Pendens</i>
01/04/2019	 Objection Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Objection to Subpoena Duces Tecum</i>
01/22/2019	 Order Filed By: Cross Claimant Wells Fargo Bank NA <i>Order Denying Plaintiff's Motion to Dismiss Wells Fargo's Counterclaims</i>
01/23/2019	 Notice of Entry of Stipulation and Order


CASE SUMMARY

CASE NO. A-18-770245-C

	<p>Filed By: Cross Claimant Wells Fargo Bank NA <i>Notice of Entry of Order</i></p>
01/25/2019	<p> Substitution of Attorney Filed by: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Substitution of Attorney</i></p>
02/06/2019	<p> Answer to Counterclaim <i>Answer to Counterclaim</i></p>
02/07/2019	<p> Summons Electronically Issued - Service Pending Party: Cross Claimant Wells Fargo Bank NA <i>Summons</i></p>
02/07/2019	<p> Errata Filed By: Cross Claimant Wells Fargo Bank NA <i>Errata to Wells Fargo's Answer to Plaintiff's Complaint, Counter-Claims, Cross-Claims and Third Party Complaint</i></p>
02/19/2019	<p> Joint Case Conference Report Filed By: Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco <i>Joint Case Conference Report</i></p>
02/20/2019	<p> Scheduling Order <i>Scheduling Order</i></p>
02/21/2019	<p> Affidavit of Service Filed By: Cross Claimant Wells Fargo Bank NA <i>Affidavit of Service</i></p>
02/23/2019	<p> Order Setting Civil Bench Trial <i>Order Setting Civil Non-Jury Trial</i></p>
03/06/2019	<p> Initial Appearance Fee Disclosure Filed By: Third Party Defendant Red Rock Financial Services LLC <i>Initial Appearance Fee Disclosure</i></p>
03/06/2019	<p> Motion to Dismiss Filed By: Third Party Defendant Red Rock Financial Services LLC <i>Third -Party Defendant Red Rock Financial Services, LLC's Motion to Dismiss Wells Fargo Bank National Association's Third-Party Complaint</i></p>
03/11/2019	<p> Clerk's Notice of Hearing <i>Notice of Hearing</i></p>
04/02/2019	<p> Stipulation and Order Filed by: Cross Claimant Wells Fargo Bank NA <i>Stipulation and Order to Extend Deadline for Response to Third-Party Defendant Red Rock Financial Services, LLC's Motion to Dismiss Wells Fargo Bank National Association's Third-Party Complaint and to Continue Hearing</i></p>
04/02/2019	<p> Notice of Entry of Stipulation and Order Filed By: Cross Claimant Wells Fargo Bank NA <i>Notice of Entry of Stipulation and Order</i></p>

CASE SUMMARY

CASE NO. A-18-770245-C

04/24/2019	 Stipulation and Order Filed by: Cross Claimant Wells Fargo Bank NA <i>Stipulation and Order to Dismiss Claims Between Red Rock Financial Services, LLC and Wells Fargo with Prejudice</i>
04/25/2019	 Notice of Entry of Stipulation and Order Filed By: Cross Claimant Wells Fargo Bank NA <i>Notice of Entry of Stipulation and Order</i>
08/14/2019	 Notice of Taking Deposition Filed By: Cross Claimant Wells Fargo Bank NA <i>Notice of Taking Deposition of Monaco Landscape Maintenance Association</i>
08/14/2019	 Notice of Taking Deposition Filed By: Cross Claimant Wells Fargo Bank NA <i>Notice of Taking Deposition of Red Rock Financial Services, LLC</i>
08/14/2019	 Notice of Deposition Filed By: Cross Claimant Wells Fargo Bank NA <i>Notice of Deposition of Saticoy Bay LLC Series 8149 Palace Monaco</i>
08/23/2019	 Affidavit of Service Filed By: Cross Claimant Wells Fargo Bank NA <i>Affidavit of Service of Deposition Subpoena to Red Rock Financial Services, LLC</i>
08/30/2019	 Motion for Partial Summary Judgment Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment</i>
08/30/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
09/04/2019	 Amended Notice of Taking Deposition Filed By: Cross Claimant Wells Fargo Bank NA <i>Amended Notice of Taking Deposition of Monaco Landscape Maintenance Association</i>
09/12/2019	 Amended Notice of Taking Deposition Filed By: Cross Claimant Wells Fargo Bank NA <i>Amended Notice of Taking Deposition of Red Rock Financial Services, LLC</i>
09/16/2019	 Opposition to Motion For Summary Judgment Filed By: Cross Claimant Wells Fargo Bank NA <i>Well's Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-through, Certificates Series 2005-11's Opposition to Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment</i>
09/19/2019	 Stipulation and Order Filed by: Cross Claimant Wells Fargo Bank NA <i>Stipulation and Order to Extend Deadline for Response to Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment</i>
09/19/2019	 Notice of Entry of Stipulation and Order

CASE SUMMARY

CASE NO. A-18-770245-C

	Filed By: Cross Claimant Wells Fargo Bank NA <i>Notice of Entry of Stipulation and Order</i>
10/03/2019	 Stipulation and Order Filed by: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Stipulation and Order to Vacate Hearing Regarding Monaco's Motion for Partial Summary Judgment</i>
10/07/2019	 Notice of Entry of Stipulation and Order Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Notice of Entry of Stipulation and Order to Vacate Hearing Regarding Monaco's Motion for Partial Summary Judgment</i>
10/28/2019	 Motion for Summary Judgment <i>Saticoy Bay LLC Series 8149 Palace Monaco's Motion for Summary Judgment</i>
10/28/2019	 Motion for Summary Judgment Filed By: Cross Claimant Wells Fargo Bank NA <i>Wells Fargo Bank, National Association, as trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Motion for Summary Judgment</i>
10/28/2019	 Motion for Partial Summary Judgment Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment</i>
10/29/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
10/29/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
10/29/2019	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
10/31/2019	 Notice of Hearing Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Notice of Hearing</i>
11/13/2019	 Joinder Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Monaco Landscape Maintenance Association's Joinder to Saticoy Bay LLC Series 8149 Palace Monaco</i>
11/14/2019	 Stipulation and Order Filed by: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Stipulation and Order to Continue Date to File Oppositions for Dispositive Motions Filed October 28, 2019</i>
11/15/2019	 Notice of Entry of Stipulation and Order Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Notice of Entry of Order</i>
11/18/2019	 Opposition to Motion For Summary Judgment

CASE SUMMARY

CASE NO. A-18-770245-C

	<p>Filed By: Cross Claimant Wells Fargo Bank NA <i>Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Opposition to Saticoy Bay LLC Series 8149 Palace Monaco's Motion for Summary Judgment</i></p>
11/18/2019	<p> Opposition and Countermotion</p> <p>Filed By: Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco <i>Saticoy Bay LLC Series 8149 Palace Monaco's Opposition to Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment; and Counter-Motion for Leave to Amend Complaint</i></p>
11/18/2019	<p> Opposition to Motion For Summary Judgment</p> <p>Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Opposition to Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Motion for Partial Summary Judgment</i></p>
11/18/2019	<p> Exhibits</p> <p>Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Exhibits 1-6 of Defendant/CounterDefendant Monaco Landscape Maintenance Association's Opposition to Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Motion for Summary Judgment</i></p>
11/18/2019	<p> Exhibits</p> <p>Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Exhibit 7 (Part 1 of 2) to Defendant/CounterDefendant Monaco Landscape Maintenance Association's Opposition to Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Motion for Summary Judgment</i></p>
11/18/2019	<p> Exhibits</p> <p>Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Exhibit 7 (Part 2 of 2) to Defendant/CounterDefendant Monaco Landscape Maintenance Association's Opposition to Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Motion for Summary Judgment</i></p>
11/18/2019	<p> Exhibits</p> <p>Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Exhibits 8-10 to Defendant/CounterDefendant Monaco Landscape Maintenance Association's Opposition to Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Motion for Summary Judgment</i></p>
11/21/2019	<p> Stipulation and Order</p> <p>Filed by: Cross Claimant Wells Fargo Bank NA <i>Stipulation and Order to Continue Date to File Oppositions for Dispositive Motions Filed October 28, 2019</i></p>
11/21/2019	<p> Notice of Entry of Stipulation and Order</p> <p>Filed By: Cross Claimant Wells Fargo Bank NA <i>Notice of Entry of Stipulation and Order</i></p>
11/22/2019	<p> Reply to Opposition</p> <p>Filed by: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Reply to</i></p>

CASE SUMMARY

CASE NO. A-18-770245-C

Saticoy Bay LLC Series 8149 Palace Monaco's Opposition to Monaco's Motion for Partial Summary Judgment and Opposition to Countermotion for Leave to Amend Complaint

11/26/2019



Reply to Opposition

Filed by: Cross Defendant Monaco Landscape Maintenance Association Inc
Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Reply to Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Opposition to Monaco Landscape Maintenance Association's Motion for Summary Judgment

11/26/2019



Exhibits

Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc
Exhibits 1-2 to Defendant/CounterDefendant Monaco Landscape Maintenance Association's Reply to Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Opposition to Monaco Landscape Maintenance Association's Motion for Summary Judgment

11/26/2019



Exhibits

Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc
Exhibit 3 (Part 1 of 2) to Defendant/CounterDefendant Monaco Landscape Maintenance Association's Reply to Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Opposition to Monaco Landscape Maintenance Association's Motion for Summary Judgment

11/26/2019



Exhibits

Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc
Exhibit 3 (Part 2 of 2) to Defendant/CounterDefendant Monaco Landscape Maintenance Association's Reply to Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Opposition to Monaco Landscape Maintenance Association's Motion for Summary Judgment

12/04/2019



Stipulation and Order

Stipulation and Order to Extend Briefing Schedule and Reschedule Hearing Date

12/04/2019



Notice of Entry

Notice of Entry of Order

12/04/2019



Opposition to Motion

Filed By: Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco
Saticoy Bay LLC Series 8149 Palace Monaco's Opposition to Wells Fargo's Motion for Summary Judgment

12/11/2019



Reply

Filed by: Cross Claimant Wells Fargo Bank NA
Wells Fargo's Reply to Monaco Landscape Maintenance Association's Opposition and In Support of Motion for Summary Judgment

12/11/2019



Reply

Filed by: Cross Claimant Wells Fargo Bank NA
Wells Fargo's Reply to Saticoy Bay's Opposition and In Support of Motion for Summary Judgment

12/11/2019



Reply in Support

Saticoy Bay LLC Series 8149 Palace Monaco's Reply in Support of Motion for Summary Judgment

12/11/2019

CASE SUMMARY


CASE NO. A-18-770245-C

	 Reply in Support <i>Saticoy Bay LLC Series 8149 Palace Monaco's Reply in Support of Counter-Motion for Leave to Amend Complaint</i>
01/29/2020	 Stipulation and Order Filed by: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Stipulation and Order to Continue Hearing Regarding Monaco's Motion for Partial Summary Judgment</i>
01/30/2020	 Notice of Entry of Stipulation and Order Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Notice of Entry of Order</i>
05/05/2020	 Filing Fee Remittance Filed By: Cross Defendant Monaco Landscape Maintenance Association Inc <i>Filing Fee Remittance</i>
06/04/2020	 Findings of Fact, Conclusions of Law and Order <i>Findings Of Fact, Conclusions Of Law And Order</i>
06/04/2020	 Notice of Entry of Order Filed By: Cross Claimant Wells Fargo Bank NA <i>Notice of Entry of Order</i>
07/06/2020	 Notice of Appeal <i>Notice of Appeal</i>
07/06/2020	 Case Appeal Statement <i>Case Appeal Statement</i>

DISPOSITIONS

04/24/2019	Order of Dismissal With Prejudice (Judicial Officer: Israel, Ronald J.) Debtors: Red Rock Financial Services LLC (Third Party Defendant) Creditors: Wells Fargo Bank NA (Third Party Plaintiff) Judgment: 04/24/2019, Docketed: 04/25/2019
06/04/2020	Summary Judgment (Judicial Officer: Israel, Ronald J.) Debtors: Saticoy Bay LLC Series 8149 Palace Monaco (Counter Defendant, Plaintiff) Creditors: Wells Fargo Bank NA (Counter Claimant, Defendant) Judgment: 06/04/2020, Docketed: 06/05/2020 Comment: Quiet Title granted on countermotion

HEARINGS

08/14/2018	 Motion to Dismiss (9:00 AM) (Judicial Officer: Israel, Ronald J.) <i>Motion to Dismiss Plaintiff's Complaint</i> Denied; Wells Fargo's Motion to Dismiss Plaintiff's Complaint Journal Entry Details: <i>Mr. Cohen appearing by Court Call. Upon Court's inquiry, Ms. Robbins noted Defendant Mr. Robert Nardizzi is still in Bankruptcy. Court noted the stay would be as to Mr. Nardizzi only. Ms. Robbins noted she had reached out to the Plaintiff and had no response and therefore she filed this motion. Mr. Bohn stated there was no reason why this case should not go forward. Mr. Cohen thought the case should be stayed. Court noted the foreclosure sale was in 2003 and the bankruptcy was in 2006. COURT ORDERED, Motion to Dismiss, DENIED. Court directed Mr. Bohn to prepare the order. COURT ORDERED, Case STAYED, only as to anything related to Robert Nardizzi.;</i>
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CASE SUMMARY

CASE NO. A-18-770245-C

12/11/2018	 Motion to Dismiss (9:00 AM) (Judicial Officer: Israel, Ronald J.) Denied Without Prejudice; Journal Entry Details: <i>Argument by Mr. Trippiedi in support of his motion. Colloquy regarding the Covenants, Conditions & Restrictions (CC&R), quiet title, Nevada Real Estate Division s (NRED) and cited case Saticoy Bay. Ms. Robbins noted this was within the 5 year period and requested 56f Relief. COURT ORDERED, 56(f) Relief, GRANTED. Court noted the Supreme Court decision finds in favor of 56(f) relief for Motions to Dismiss. COURT FURTHER ORDERED, Motion to Dismiss, DENIED WITHOUT PREJUDICE. Court directed Ms. Robbins to prepare the order.;</i>
04/23/2019	CANCELED Motion to Dismiss (9:00 AM) (Judicial Officer: Israel, Ronald J.) <i>Vacated - per Stipulation and Order</i> <i>Third -Party Defendant Red Rock Financial Services, LLC's Motion to Dismiss Wells Fargo Bank National Association's Third-Party Complaint</i>
10/01/2019	CANCELED Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Israel, Ronald J.) <i>Vacated - per Stipulation and Order</i> <i>Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment</i>
10/15/2019	 Status Check: Trial Readiness (9:45 AM) (Judicial Officer: Bixler, James) Matter Heard; Journal Entry Details: <i>Colloquy regarding this matter being a Homeowners Association (HOA) case and resetting trial. Mr. Jung stated he was waiting for all the competing motions to be filed. Mr. Ebert noted the dispositive motion deadline date is in October. Court directed counsel to file their motions. Court noted it would not reset the trial at this time. Trial Stands.;</i>
12/17/2019	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Israel, Ronald J.) <i>Saticoy Bay LLC Series 8149 Palace Monaco's Motion for Summary Judgment</i> Denied; Saticoy Bay LLC Series 8149 Palace Monaco's Motion for Summary Judgment
12/17/2019	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Israel, Ronald J.) <i>Wells Fargo Bank, National Association, as trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Motion for Summary Judgment</i> Granted; Wells Fargo Bank, National Association, as trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11's Motion for Summary Judgment
12/17/2019	 Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Israel, Ronald J.) 12/17/2019, 01/16/2020, 04/30/2020 <i>Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment</i> Continued for Chambers Decision; Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment Matter Continued; Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment COVID-19/Admin Orders 20.01/06 Denied; Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment Journal Entry Details: <i>Defendant/ Counter-defendant Monaco Landscape Maintenance Association filed a Motion for Partial Summary Judgment as to Defendant/ Counterclaimant Wells Fargo s claims against Monaco on August 30, 2019. Wells Fargo filed an opposition on September 16, 2019, and Monaco filed a reply on November 26, 2019. At the hearing on December 17, 2019, this Court determined that the HOA sale did not extinguish the first deed of trust. At issue in this motion are the remaining claims Wells Fargo has brought against Monaco for which Monaco now seeks summary judgment in its favor. These claims include: Tortious Interference with Contract, Wrongful/Defective Foreclosure, Negligence, Negligence Per Se, Breach of</i>

CASE SUMMARY

CASE NO. A-18-770245-C

	<p><i>Contract, Misrepresentation, and Breach of Covenant of Good Faith and Fair Dealing. Having reviewed the motions and arguments therein this Court finds that there are genuine disputes of material fact as to each claim that precludes summary judgment. Accordingly, Defendant/ Counter-defendant Monaco's Motion for Partial Summary Judgment is DENIED. This Decision sets forth the Court's intended disposition on the subject but anticipates further Order of the Court to make such disposition effective as an Order. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. Defendant/ Counterclaimant Wells Fargo is to prepare the Order and submit to Chambers for consideration in accordance with EDCR 7.21 and 7.24. CLERK'S NOTE: A copy of this minute order was e-served to counsel. kt 04/30/2020.;</i></p> <p>Continued for Chambers Decision; Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment</p> <p>Matter Continued; Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment</p> <p>COVID-19/Admin Orders 20.01/06</p> <p>Denied; Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment</p> <p>Journal Entry Details:</p> <p><i>Upon Court's review, COURT ORDERED, Motion for Partial Summary Judgment, CONTINUED for oral argument on the remaining issues. 03/17/2020 10:30 AM</i></p> <p>DEFENDANT/ COUNTER-DEFENDANT MONACO LANDSCAPE MAINTENANCE ASSOCIATION'S MOTION FOR PARTIAL SUMMARY JUDGMENT CLERK'S NOTE: A copy of this minute order was e-served to counsel. kt 01/16/2020.;</p> <p>Continued for Chambers Decision; Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment</p> <p>Matter Continued; Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment</p> <p>COVID-19/Admin Orders 20.01/06</p> <p>Denied; Defendant / Counter-Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment</p>
12/17/2019	<p>Joinder (9:00 AM) (Judicial Officer: Israel, Ronald J.)</p> <p><i>Monaco Landscape Maintenance Association's Joinder to Saticoy Bay LLC Series 8149 Palace Monaco</i></p> <p>Denied; Monaco Landscape Maintenance Association's Joinder to Saticoy Bay LLC Series 8149 Palace Monaco</p>
12/17/2019	<p>Opposition and Countermotion (9:00 AM) (Judicial Officer: Israel, Ronald J.)</p> <p><i>Saticoy Bay LLC Series 8149 Palace Monaco's Opposition to Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment; and Counter-Motion for Leave to Amend Complaint</i></p> <p>Denied; Saticoy Bay LLC Series 8149 Palace Monaco's Opposition to Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment; and Counter-Motion for Leave to Amend Complaint</p>
12/17/2019	<p> All Pending Motions (9:00 AM) (Judicial Officer: Israel, Ronald J.)</p> <p><i>All Pending Motions (12/17/19)</i></p> <p>Matter Heard; All Pending Motions (12/17/19)</p> <p>Journal Entry Details:</p> <p>WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ADJUSTABLE RATE MORTGAGE LOAN TRUST, PASS-THROUGH CERTIFICATES SERIES 2005-11'S MOTION FOR SUMMARY JUDGMENT. Arguments by Counsel regarding the junior homeowners association, homeowner paid super priority, insufficient sale price, borrower tender, commercial reasonableness and Defendants power to sue the owners and NRS 116. Mr. Nikci added the statute of limitations. Further discussions. Court stated findings and noted the payment of the super priority would apply to the super priority before the fines. ORDERED, Motion GRANTED. Tender was done it applies to the super priority and the Mortgage is in place therefore the buyer is subject to the mortgage. Court noted the second issue regarding the insufficiency would not be granted as the adequate price would be for a trial. Court directed Mr. Jung to prepare the order. SATICOY BAY LLC SERIES 8149 PALACE MONACO'S OPPOSITION TO DEFENDANT MONACO LANDSCAPE MAINTENANCE ASSOCIATION'S MOTION FOR PARTIAL SUMMARY JUDGMENT; AND COUNTERMOTION FOR LEAVE TO AMEND COMPLAINT; Arguments by Counsel. Colloquy. Court finds the Countermotion to Amend is late, discovery is closed and they now</p>

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-18-770245-C

	<p><i>request to bring in a party and reopen with a new basis. COURT ORDERED, Motion to Amend, DENIED. DEFENDANT / COUNTER-DEFENDANT MONACO LANDSCAPE MAINTENANCE ASSOCIATION'S MOTION FOR PARTIAL SUMMARY JUDGMENT: Ms. Isaacson clarified her motion, stating their Motion was against Wells Fargo and she understood the deed of trust stays in effect, however they had brought other claims. Mr. Jung noted the period was tolled due to the Nevada Real Estate Division's (NRED), that was their opposition and would draft the order based on the borrowers tender. COURT ORDER, Motion, CONTINUED to Chambers for Decision. Court directed Mr. Jung to prepare his order after the decision in chambers. SATICOY BAY LLC SERIES 8149 PALACE MONACO'S MOTION FOR SUMMRY JUDGMENT...MONACO LANDSCAPE MAINTENANCE ASSOCIATION'S JOINDER TO SATICOY BAY LLC SERIES 8149 PALACE MONACO: COURT ORDERED, Motion & Joinder, DENIED. COURT FURTHER ORDERED, Trial VACATED. 01/16/20 (CHAMBERS) DECISION RE: DEFENDANT / COUNTER-DEFENDANT MONACO LANDSCAPE MAINTENANCE ASSOCIATION'S MOTION FOR PARTIAL SUMMARY JUDGMENT::</i></p>
03/24/2020	<p>CANCELED Pre Trial Conference (9:30 AM) (Judicial Officer: Israel, Ronald J.) <i>Vacated - per Judge</i></p>
04/14/2020	<p>CANCELED Calendar Call (9:30 AM) (Judicial Officer: Israel, Ronald J.) <i>Vacated - per Judge</i></p>
04/20/2020	<p>CANCELED Bench Trial (1:30 PM) (Judicial Officer: Israel, Ronald J.) <i>Vacated - per Judge</i></p>
10/29/2020	<p>Status Check (3:00 AM) (Judicial Officer: Israel, Ronald J.) <i>Status Check: Status of the Case // Wells Fargo's Counterclaims Against HOA</i></p>

DATE

FINANCIAL INFORMATION

Third Party Defendant Red Rock Financial Services LLC	
Total Charges	223.00
Total Payments and Credits	223.00
Balance Due as of 7/7/2020	0.00
Cross Claimant Wells Fargo Bank NA	
Total Charges	423.00
Total Payments and Credits	423.00
Balance Due as of 7/7/2020	0.00
Cross Defendant Monaco Landscape Maintenance Association Inc	
Total Charges	823.00
Total Payments and Credits	823.00
Balance Due as of 7/7/2020	0.00
Counter Defendant Saticoy Bay LLC Series 8149 Palace Monaco	
Total Charges	499.00
Total Payments and Credits	499.00
Balance Due as of 7/7/2020	0.00

DISTRICT COURT CIVIL COVER SHEET

A-18-770245-C

County, Nevada

Department 28

Case No. _____

(Assigned by Clerk's Office)

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

Plaintiff(s) (name/address/phone):

Saticoy Bay LLC Series 8149 Palace Monaco,
a Nevada limited liability company

Defendant(s) (name/address/phone):

Robert Nardizzi a/k/a Robert A. Nardizzi, an individual; Monaco Landscape Maintenance Association, Inc.
a Nevada domestic non-profit corporation; Wells Fargo Bank, National Association, as trustee for the structured
adjustable rate mortgage loan Trust, Mortgage Pass-through certificates series 2005-11, a business entity
location unknown; DOE individuals 1 through 10; and ROE business entities 11 through 30

Attorney (name/address/phone):

Richard J. Vilkin, Esq.
2470 St. Rose Parkway, Ste. 309
Henderson, Nevada 89074
Tel: (702) 873-5868

Attorney (name/address/phone):

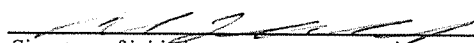
II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

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

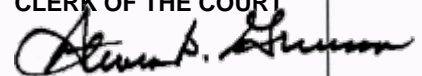
Business Court filings should be filed using the Business Court civil coversheet.

February 27, 2018

Date


 Signature of initiating party or representative

See other side for family-related case filings.



FFCO

1 WRIGHT, FINLAY & ZAK, LLP
2 Aaron D. Lancaster, Esq.
3 Nevada Bar No. 10115
4 7785 W. Sahara Ave., Suite 200
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Attorneys for Defendant Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11

**DISTRICT COURT
CLARK COUNTY, NEVADA**

9 SATICOY BAY LLC SERIES 8149 PALACE
10 MONACO,

Plaintiff,

11 vs.

12 ROBERT NARDIZZI a/k/a ROBERT A.
13 NARDIZZI, an individual; MONACO
14 LANDSCAPE MAINTENANCE
15 ASSOCIATION, a Nevada domestic non-profit
16 corporation; WELLS FARGO BANK,
17 NATIONAL ASSOCIATION, AS TRUSTEE
18 FOR THE STRUCTURED ADJUSTABLE
19 RATE MORTGAGE LOAN TRUST,
20 PASSTHROUGH CERTIFICATES SERIES
21 2005-11, a business entity location unknown;
22 DOE individuals 1 through 10; and ROE
23 business entities 11 through 30,

Defendants.

22 WELLS FARGO BANK, NATIONAL
23 ASSOCIATION, AS TRUSTEE FOR THE
24 STRUCTURED ADJUSTABLE RATE
25 MORTGAGE LOAN TRUST,
26 PASSTHROUGH CERTIFICATES SERIES
27 2005-11,

Counterclaimant,

28 vs.

SATICOY BAY LLC SERIES 8149 PALACE
MONACO; MONACO LANDSCAPE
MAINTENANCE ASSOCIATION; and RED

Case No.: A-18-770245-C
Dept. No.: XXVIII

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER**

1 ROCK FINANCIAL SERVICES, LLC,
2 Counter-defendant.

3 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

4 On October 28, 2019, Plaintiff/Counter-Defendant, Saticoy Bay LLC Series 8149 Palace
5 Monaco ("Saticoy Bay") filed its Motion for Summary Judgment ("Saticoy MSJ");
6 Defendant/Counter-Claimant, Wells Fargo Bank, National Association, as Trustee for the
7 Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11
8 ("Wells Fargo") filed its Motion for Summary Judgment ("Wells Fargo MSJ"); and Defendant,
9 Monaco Landscape Maintenance Association ("HOA") filed its Motion for Partial Summary
10 Judgment ("HOA MSJ"). On November 18, 2019, Saticoy Bay filed its Counter-Motion for
11 Leave to Amend Complaint ("Motion to Amend Complaint"). The matter being fully briefed,
12 oral argument having been held on December 17, 2019 and the Court, having considered the
13 competing motions and all briefs and supplements in support and opposition to the motions and
14 being fully advised in the premises, finds as follows:

15 **FINDINGS OF FACT**

16 1. This action involves real property located at 8149 Palace Monaco Avenue, Las
17 Vegas, NV, 89117, APN 163-09-817-050 (the "Property") in the Monaco homeowners
18 association and governed by the Declaration of Covenants, Conditions, Restrictions and
19 Easements for Monaco ("CC&Rs").

20 2. On or about February 3, 2003, Robert Nardizzi ("Nardizzi", "Borrower" or
21 "Homeowner") purchased the Property.

22 3. On March 7, 2005, a Deed of Trust was executed by Nardizzi that identified
23 IndyMac Bank, F.S. B., as the Lender, and Mortgage Electronic Registration Systems, Inc.
24 ("MERS"), as the beneficiary, and secured a loan in the amount of \$185,700.00 ("Deed of
25 Trust").

26 4. On April 3, 2006, a second Deed of Trust was executed by Nardizzi that identified
27 Wells Fargo Bank, N.A., as the beneficiary, and secured a loan in the amount of \$100,000.00
28 ("Second Deed of Trust").

1 5. On May 20, 2009, a Lien for Delinquent Assessment ("Notice of Lien") was
2 recorded against the Property on behalf of Monaco Landscape Maintenance Association, Inc.
3 ("HOA") by Red Rock Financial Services ("HOA Trustee" or "Red Rock").

4 6. The delinquent assessments as of the execution of the Notice of Lien totaled
5 \$114.00.

6 7. The superpriority portion of the HOA's lien as of the execution of the Notice of
7 Lien was \$114.00.

8 8. HOA never recorded a subsequent Notice of Lien against the Property after the
9 initial Notice of Lien to re-establish a new superpriority lien.

10 9. On July 7, 2009, a Notice of Default and Election to Sell Pursuant to the Lien for
11 Delinquent Assessments was recorded against the Property ("Notice of Default").

12 10. Neither the HOA nor HOA Trustee mailed a copy of the Notice of Default to
13 MERS, despite MERS being identified as the beneficiary of the Deed of Trust.

14 11. The HOA Trustee was provided with a trustee sale guarantee that identified
15 MERS as the beneficiary and IndyMac Bank F.S. B. as the lender of the Deed of Trust. The
16 trustee sale guarantee also identifies Wells Fargo Bank as the beneficiary of the second position
17 deed of trust.

18 12. On September 17, 2009, HOA Trustee provided letters to Indymac Bank, F.S.B.,
19 ("Lender") and Wells Fargo Bank, N.A., that stated, "[t]he Association's Lien for Delinquent
20 Assessments is Junior only to the Senior Lender/Mortgage Holder." ("HOA Trustee Letters".)

21 13. On October 22, 2010, the HOA Trustee advised the HOA that "[i]f the HOA
22 chooses to move forward with the foreclosure and the property reverts back to the Association,
23 the Association is still subject to the 1st mortgage (the HOA's lien wipes the 2nd mortgage and
24 any junior liens except the 1st mortgage"

25 14. On April 8, 2013, a Notice of Sale was recorded against the Property ("Notice of
26 Sale").

27 15. Neither the HOA nor the HOA Trustee mailed a copy of the Notice of Sale to
28 MERS, despite MERS being identified as the beneficiary in the Deed of Trust.

1 16. Nardizzi entered into a Payment Agreement with the HOA, under which Nardizzi
2 agreed to pay cert amounts owed, and which contained the following clause:

3 The Association has agreed to establish a 24 month Payment Agreement ONLY
4 with a waiver of late fees and interest. Failure to remit payments as Specified
5 above may result in the immediate continuation of the Association's Foreclosure
6 Sale at no further consideration or notification to you. The Association's
Foreclosure Sale has been postponed until December 3, 2013. Failure to remit
payments on time may result in the FULL balance being due and payable.

7 17. Nardizzi tendered the following payments to the HOA Trustee:

- 8 a. May 30, 2013, in the amount of \$404.00, which the HOA Trustee allocated
9 \$114.00 to the January 1, 2009 semi-annual assessment and \$15.00 to the July 1,
10 2009 semi-annual assessment;
11 b. June 21, 2013, in the amount of \$169.00, which the HOA Trustee allocated
12 \$94.00 to the July 1, 2009 semi-annual assessment;
13 c. July 22, 2013, in the amount of \$168.00, which the HOA Trustee allocated
14 \$114.00 to the January 1, 2010 semi-annual assessment and \$54.00 to the July 1,
15 2010 semi-annual assessment; and
16 d. August 23, 2013, in the amount of \$168.00, which the HOA Trustee allocated
17 \$60.00 to the July 1, 2010 semi-annual assessment and \$108.00 to the January 1,
18 2011 semi-annual assessment.

19 18. Nardizzi's payments totaled \$909.00, \$559 of which was remitted to the HOA and
20 credited toward unpaid assessments, and the remaining \$350 was allocated by the HOA Trustee
21 to collection costs.

22 19. The HOA Trustee allocated Nardizzi's payments to the oldest outstanding
23 assessments of the HOA.

24 20. Nardizzi's payments satisfied the superpriority component (\$114.00) of the
25 HOA's lien prior to the HOA Sale date of December 3, 2013. Nardizzi only made a portion of
26 his payments under the Payment Agreement through August 23, 2013 and failed to make the
27 remaining payments resulting in the foreclosure sale going forward.
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1 21. On December 27, 2013, a Foreclosure Deed Upon Sale was recorded
2 (“Foreclosure Deed”). That document provides that a non-judicial foreclosure sale occurred on
3 December 3, 2013 (hereinafter the “HOA Sale”), whereby HOA conveyed its interest in the
4 Property, if any, to Saticoy Bay for the sum of \$17,400.

5 22. On January 26, 2017, a Corporate Assignment of Deed of Trust was recorded
6 evidencing the assignment of the beneficial interest of the Deed of Trust to Plaintiff
7 (“Assignment”).

8 CONCLUSIONS OF LAW

9 1. The primary purpose of a summary judgment procedure is to secure a “just,
10 speedy, and inexpensive determination of any action.” *Albatross Shipping Corp. v. Stewart*, 326
11 F.2d 208, 211 (5th Cir. 1964);¹ accord *McDonald v. D.P. Alexander & Las Vegas Boulevard,*
12 *LLC*, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005). Although summary judgment may not be
13 used to deprive litigants of trials on the merits where material factual doubts exist, summary
14 proceedings promote judicial economy and reduce litigation expenses associated with actions
15 clearly lacking in merit. *Id.* “Summary judgment is appropriate if, when viewed in the light
16 most favorable to the nonmoving party, the record reveals there are no genuine issues of material
17 fact and the moving party is entitled to judgment as a matter of law.” *DTJ Design, Inc. v. First*
18 *Republic Bank*, 130 Nev. Adv. Op. 5, 318 P.3d 709, 710 (2014) (citing *Pegasus v. Reno*
19 *Newspapers, Inc.*, 118 Nev. 706, 713, 57 P.3d 82, 87 (2002)). The plain language of Rule 56(c)
20 “mandates the entry of summary judgment, after adequate time for discovery and upon motion,
21 against a party who fails to make a showing sufficient to establish the existence of an element
22 essential to that party’s case, and on which that party will bear the burden of proof at trial.”
23 *Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 106 S.Ct. 2548, 2552 (1986) (adopted by *Wood v.*
24 *Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005)). In such a situation, there can be

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¹ “The Nevada Supreme Court considers federal law interpreting the Federal Rules of Civil Procedure, ‘because the Nevada Rules of Civil Procedure are based in large part upon their federal counterparts.’” *Barbara Ann Hollier Trust v. Shack*, 356 P.3d 1085, 1089 (Nev. Aug. 6, 2015) (quoting *Executive Management, Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d 782, 786 (2002)).

1 “no genuine issue as to any material fact” because a complete failure of proof concerning an
2 essential element of the nonmoving party’s case necessarily renders all other facts immaterial.
3 *Id.*

4 2. The Nevada Supreme Court clarified in *Saticoy Bay LLC Series 2141 Golden Hill*
5 *v. JPMorgan Chase Bank, N.A.* (“*Golden Hill*”) that the superpriority lien was comprised of the
6 assessment for common expenses due as of the filing of the Notice of Lien, up to a maximum of
7 9 months, citing NRS 116.3116(2)(2012) (“describing the superpriority component of an HOA’s
8 lien as ‘the assessments for common expenses . . . which would have become due in the absence
9 of acceleration *during the 9 months immediately preceding institution of an action to enforce the*
10 *lien*’ (emphasis in *Golden Hill*)): *Saticoy Bay LLC Series 2021 Gray Eagle Way v. JPMorgan*
11 *Chase Bank, N.A.*, 133 Nev. Adv. Op. 3, 388 P.3d 226, 231 (2017) (“recognizing under the pre-
12 2015 version of NRS 116.3116 that serving a notice of delinquent assessments constitutes
13 institution of an action to enforce the lien”); *cf. Property Plus Invs., LLC v. Mortgage Elec.*
14 *Registration Sys., Inc.*, 133 Nev. Adv. Op. 62, 401 P.3d 728, 731-32 (2017) (“observing that an
15 HOA must restart the foreclosure process in order to enforce a second superpriority lien”).

16 3. At the time of the Notice of Lien was recorded, May 20, 2009, the superpriority
17 lien was \$114 for the Property.

18 4. Borrower made partial payments on May 30, 2013 of \$404.00, which the HOA
19 Trustee allocated \$114.00 to the January 1, 2009 semi-annual assessment and \$15.00 to the July
20 1, 2009 semi-annual assessment; June 21, 2013 of \$169.00, which the HOA allocated \$94.00 to
21 the July 1, 2009 semi-annual assessment; July 22, 2013 of \$168.00, which the HOA allocated
22 \$114.00 to the January 1, 2010 semi-annual assessment and \$54.00 to the July 1, 2010 semi-
23 annual assessment; and August 23, 2013 of \$168.00, which the HOA allocated \$60.00 to the July
24 1, 2010 semi-annual assessment and \$108.00 to the January 1, 2011 semi-annual assessment,
25 totaling \$909, \$559 of which was remitted to the HOA and credited toward unpaid assessments,
26 and the remaining \$350 was allocated by the HOA Trustee to collection costs.

27 5. Borrower’s payments were applied by the HOA Trustee to the oldest outstanding
28 assessments.

1 6. The Nevada Supreme Court in *Golden Hill* held that “[t]he record contains
2 undisputed evidence that the former homeowner made payments sufficient to satisfy the
3 superpriority component of the HOA’s lien and that the HOA applied those payments to the
4 superpriority component of the former homeowner’s outstanding balance.” The Court continued
5 “[t]hus, the district court correctly determined that that at the time of the foreclosure sale, there
6 was no superpriority component of the HOA’s lien that could have extinguished respondent’s
7 deed of trust.” *Id.* Here, the fact pattern mirrors that of *Golden Hill*.

8 7. In *Golden Hill* the court made clear: “[a]lthough appellant correctly points out
9 that there were new unpaid monthly assessments at the time of the sale, these new unpaid
10 monthly assessments could not have comprised a new superpriority lien **absent a new notice of**
11 **delinquent assessments.**” *Id.* at 1-2, citing *Property Plus Invs., LLC*, 401 P.3d at 731-32.
12 (Emphasis Added).

13 8. In this matter, the HOA did not issue a new Notice of Lien after Borrower
14 satisfied the superpriority portion of the assessment lien.

15 9. Borrower made payments after the Notice of Lien that were more than sufficient
16 to cover the superpriority portion of the HOA’s lien, and those payments were applied by the
17 HOA Trustee to the oldest outstanding assessments.

18 10. The superpriority lien is deemed satisfied and extinguished prior to the HOA Sale.
19 As a result, the HOA proceeded to sale on its sub-priority portion of the lien and the Deed of
20 Trust was not extinguished by the HOA Sale.

21 11. The Nevada Supreme Court, when addressing the issue of “bona fide” purchaser,
22 held that “[a]lthough appellant argues it was a bona fide purchaser, appellant has not explained
23 how its putative BFP status could have revived the already-satisfied superpriority component of
24 the HOA’s lien.” *Id.* at fn 1.

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JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED Wells Fargo's Motion for Summary Judgment is **GRANTED**.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Saticoy Bay's Motion for Summary Judgment is **DENIED**.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment shall be entered in favor of Wells Fargo and against Saticoy Bay on Wells Fargo's counterclaim for Quiet Title/Declaratory Relief.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wells Fargo's Deed of Trust was not extinguished by the HOA Sale conducted on December 3, 2013, and the interest conveyed to Saticoy Bay is subject to Wells Fargo's Deed of Trust.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wells Fargo's Deed of Trust remains an enforceable lien on title to the Property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wells Fargo (or any of its authorized agents, investors, affiliates, predecessors, successors, and assigns) has the right to pursue any and all remedies as defined in the Deed of Trust and/or Note, including the right to judicially or non-judicially foreclose or otherwise enforce the Deed of Trust against the Property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wells Fargo's counterclaims for injunctive relief and unjust enrichment are dismissed as moot.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment is **DENIED** due to disputed issues of material fact.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wells Fargo (or any of its authorized agents, investors, affiliates, predecessors, successors, and assigns) may record these Findings and Conclusions.

\\\

\\\

1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Saticoy Bay's
2 Motion to Amend Complaint is DENIED.

3 IT IS SO ORDERED.

4 Dated this 3 day of June, 2020.

5
6
7 
DISTRICT COURT JUDGE

8 RONALD J. ISRAEL

9 A-18-770245-C
Reviewed by:

10 Respectfully submitted by:

11 WRIGHT, FINLAY & ZAK, LLP

12 /s/ Aaron D. Lancaster

13 Aaron D. Lancaster, Esq.
14 Nevada Bar No. 10115
15 7785 W. Sahara Ave., Suite 200
16 Las Vegas, Nevada 89117
17 Attorney for Defendant/Counter-Claimant,
18 Wells Fargo Bank, National Association, as
19 Trustee for the Structured Adjustable Rate
20 Mortgage Loan Trust, Pass-Through
21 Certificates Series 2005-11

Refused to Sign

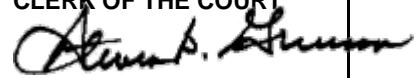
Michael F Bohn, Esq.
Nevada Bar No. 1641
Adam R. Trippiedi, Esq.
Nevada Bar No. 12294
2260 Corporate Circle, Ste. 480
Henderson, NV 89074
Attorneys for Saticoy Bay LLC Series 8149
Palace Monaco

Reviewed by:

LIPSON NEILSON P.C.

Refused to Sign

21 J. William Ebert, Esq.
22 Nevada Bar No. 2697
23 Janeen V. Isaacson, Esq.
24 Nevada Bar No. 6429
25 9900 Covington Cross Drive, Ste. 120
26 Las Vegas, NV 89144
27 Attorneys for Monaco Landscape
28 Maintenance Association



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Attorneys for Defendant Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11

DISTRICT COURT

CLARK COUNTY, NEVADA

SATICOY BAY LLC SERIES 8149 PALACE
MONACO,

Plaintiff,

vs.

ROBERT NARDIZZI a/k/a ROBERT A.
NARDIZZI, an individual; MONACO
LANDSCAPE MAINTENANCE
ASSOCIATION, a Nevada domestic non-profit
corporation; WELLS FARGO BANK,
NATIONAL ASSOCIATION, AS TRUSTEE
FOR THE STRUCTURED ADJUSTABLE
RATE MORTGAGE LOAN TRUST, PASS-
THROUGH CERTIFICATES SERIES 2005-
11, a business entity location unknown; DOE
individuals 1 through 10; and ROE business
entities 11 through 30,

Defendants.

WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS TRUSTEE FOR THE
STRUCTURED ADJUSTABLE RATE
MORTGAGE LOAN TRUST, PASS-
THROUGH CERTIFICATES SERIES 2005-
11,

Counterclaimant,

Case No.: A-18-770245-C

Dept. No.: XXVIII

NOTICE OF ENTRY OF ORDER

1 vs.

2 SATICOY BAY LLC SERIES 8149 PALACE
3 MONACO; MONACO LANDSCAPE
4 MAINTENANCE ASSOCIATION; and RED
5 ROCK FINANCIAL SERVICES, LLC,

6 Counterdefendants.

7
8 **NOTICE OF ENTRY OF ORDER**

9 PLEASE TAKE NOTICE that a Findings of Fact, Conclusions of Law and Order was
10 entered in the above-entitled Court on the 4th day of June, 2020. A copy of which is attached
11 hereto.

12 DATED this 4th day of June, 2020.

13 WRIGHT, FINLAY & ZAK, LLP

14 /s/ Aaron D. Lancaster, Esq.

15 Aaron D. Lancaster, Esq.

16 Nevada Bar No. 10115

17 7785 W. Sahara Ave., Suite 200

18 Las Vegas, NV 89117

19 *Attorneys for Defendant Wells Fargo Bank,*

20 *National Association, as Trustee for the Structured*

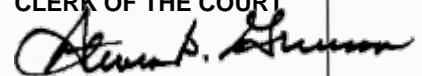
21 *Adjustable Rate Mortgage Loan Trust, Pass-*

22 *Through Certificates Series 2005-11*

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FFCO

1 WRIGHT, FINLAY & ZAK, LLP
2 Aaron D. Lancaster, Esq.
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Attorneys for Defendant Wells Fargo Bank, National Association, as Trustee for the Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11

**DISTRICT COURT
CLARK COUNTY, NEVADA**

9 SATICOY BAY LLC SERIES 8149 PALACE
10 MONACO,

Plaintiff,

vs.

12 ROBERT NARDIZZI a/k/a ROBERT A.
13 NARDIZZI, an individual; MONACO
14 LANDSCAPE MAINTENANCE
15 ASSOCIATION, a Nevada domestic non-profit
16 corporation; WELLS FARGO BANK,
17 NATIONAL ASSOCIATION, AS TRUSTEE
18 FOR THE STRUCTURED ADJUSTABLE
19 RATE MORTGAGE LOAN TRUST,
20 PASSTHROUGH CERTIFICATES SERIES
21 2005-11, a business entity location unknown;
22 DOE individuals 1 through 10; and ROE
23 business entities 11 through 30,

Defendants.

22 WELLS FARGO BANK, NATIONAL
23 ASSOCIATION, AS TRUSTEE FOR THE
24 STRUCTURED ADJUSTABLE RATE
25 MORTGAGE LOAN TRUST,
26 PASSTHROUGH CERTIFICATES SERIES
27 2005-11,

Counterclaimant,

vs.

27 SATICOY BAY LLC SERIES 8149 PALACE
28 MONACO; MONACO LANDSCAPE
MAINTENANCE ASSOCIATION; and RED

Case No.: A-18-770245-C
Dept. No.: XXVIII

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER**

1 ROCK FINANCIAL SERVICES, LLC,
2 Counter-defendant.

3 **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER**

4 On October 28, 2019, Plaintiff/Counter-Defendant, Saticoy Bay LLC Series 8149 Palace
5 Monaco ("Saticoy Bay") filed its Motion for Summary Judgment ("Saticoy MSJ");
6 Defendant/Counter-Claimant, Wells Fargo Bank, National Association, as Trustee for the
7 Structured Adjustable Rate Mortgage Loan Trust, Pass-Through Certificates Series 2005-11
8 ("Wells Fargo") filed its Motion for Summary Judgment ("Wells Fargo MSJ"); and Defendant,
9 Monaco Landscape Maintenance Association ("HOA") filed its Motion for Partial Summary
10 Judgment ("HOA MSJ"). On November 18, 2019, Saticoy Bay filed its Counter-Motion for
11 Leave to Amend Complaint ("Motion to Amend Complaint"). The matter being fully briefed,
12 oral argument having been held on December 17, 2019 and the Court, having considered the
13 competing motions and all briefs and supplements in support and opposition to the motions and
14 being fully advised in the premises, finds as follows:

15 **FINDINGS OF FACT**

16 1. This action involves real property located at 8149 Palace Monaco Avenue, Las
17 Vegas, NV, 89117, APN 163-09-817-050 (the "Property") in the Monaco homeowners
18 association and governed by the Declaration of Covenants, Conditions, Restrictions and
19 Easements for Monaco ("CC&Rs").

20 2. On or about February 3, 2003, Robert Nardizzi ("Nardizzi", "Borrower" or
21 "Homeowner") purchased the Property.

22 3. On March 7, 2005, a Deed of Trust was executed by Nardizzi that identified
23 IndyMac Bank, F.S. B., as the Lender, and Mortgage Electronic Registration Systems, Inc.
24 ("MERS"), as the beneficiary, and secured a loan in the amount of \$185,700.00 ("Deed of
25 Trust").

26 4. On April 3, 2006, a second Deed of Trust was executed by Nardizzi that identified
27 Wells Fargo Bank, N.A., as the beneficiary, and secured a loan in the amount of \$100,000.00
28 ("Second Deed of Trust").

1 5. On May 20, 2009, a Lien for Delinquent Assessment ("Notice of Lien") was
2 recorded against the Property on behalf of Monaco Landscape Maintenance Association, Inc.
3 ("HOA") by Red Rock Financial Services ("HOA Trustee" or "Red Rock").

4 6. The delinquent assessments as of the execution of the Notice of Lien totaled
5 \$114.00.

6 7. The superpriority portion of the HOA's lien as of the execution of the Notice of
7 Lien was \$114.00.

8 8. HOA never recorded a subsequent Notice of Lien against the Property after the
9 initial Notice of Lien to re-establish a new superpriority lien.

10 9. On July 7, 2009, a Notice of Default and Election to Sell Pursuant to the Lien for
11 Delinquent Assessments was recorded against the Property ("Notice of Default").

12 10. Neither the HOA nor HOA Trustee mailed a copy of the Notice of Default to
13 MERS, despite MERS being identified as the beneficiary of the Deed of Trust.

14 11. The HOA Trustee was provided with a trustee sale guarantee that identified
15 MERS as the beneficiary and IndyMac Bank F.S. B. as the lender of the Deed of Trust. The
16 trustee sale guarantee also identifies Wells Fargo Bank as the beneficiary of the second position
17 deed of trust.

18 12. On September 17, 2009, HOA Trustee provided letters to Indymac Bank, F.S.B.,
19 ("Lender") and Wells Fargo Bank, N.A., that stated, "[t]he Association's Lien for Delinquent
20 Assessments is Junior only to the Senior Lender/Mortgage Holder." ("HOA Trustee Letters".)

21 13. On October 22, 2010, the HOA Trustee advised the HOA that "[i]f the HOA
22 chooses to move forward with the foreclosure and the property reverts back to the Association,
23 the Association is still subject to the 1st mortgage (the HOA's lien wipes the 2nd mortgage and
24 any junior liens except the 1st mortgage"

25 14. On April 8, 2013, a Notice of Sale was recorded against the Property ("Notice of
26 Sale").

27 15. Neither the HOA nor the HOA Trustee mailed a copy of the Notice of Sale to
28 MERS, despite MERS being identified as the beneficiary in the Deed of Trust.

1 16. Nardizzi entered into a Payment Agreement with the HOA, under which Nardizzi
2 agreed to pay cert amounts owed, and which contained the following clause:

3 The Association has agreed to establish a 24 month Payment Agreement ONLY
4 with a waiver of late fees and interest. Failure to remit payments as Specified
5 above may result in the immediate continuation of the Association's Foreclosure
6 Sale at no further consideration or notification to you. The Association's
Foreclosure Sale has been postponed until December 3, 2013. Failure to remit
payments on time may result in the FULL balance being due and payable.

7 17. Nardizzi tendered the following payments to the HOA Trustee:

- 8 a. May 30, 2013, in the amount of \$404.00, which the HOA Trustee allocated
9 \$114.00 to the January 1, 2009 semi-annual assessment and \$15.00 to the July 1,
10 2009 semi-annual assessment;
11 b. June 21, 2013, in the amount of \$169.00, which the HOA Trustee allocated
12 \$94.00 to the July 1, 2009 semi-annual assessment;
13 c. July 22, 2013, in the amount of \$168.00, which the HOA Trustee allocated
14 \$114.00 to the January 1, 2010 semi-annual assessment and \$54.00 to the July 1,
15 2010 semi-annual assessment; and
16 d. August 23, 2013, in the amount of \$168.00, which the HOA Trustee allocated
17 \$60.00 to the July 1, 2010 semi-annual assessment and \$108.00 to the January 1,
18 2011 semi-annual assessment.

19 18. Nardizzi's payments totaled \$909.00, \$559 of which was remitted to the HOA and
20 credited toward unpaid assessments, and the remaining \$350 was allocated by the HOA Trustee
21 to collection costs.

22 19. The HOA Trustee allocated Nardizzi's payments to the oldest outstanding
23 assessments of the HOA.

24 20. Nardizzi's payments satisfied the superpriority component (\$114.00) of the
25 HOA's lien prior to the HOA Sale date of December 3, 2013. Nardizzi only made a portion of
26 his payments under the Payment Agreement through August 23, 2013 and failed to make the
27 remaining payments resulting in the foreclosure sale going forward.
28

21. On December 27, 2013, a Foreclosure Deed Upon Sale was recorded ("Foreclosure Deed"). That document provides that a non-judicial foreclosure sale occurred on December 3, 2013 (hereinafter the "HOA Sale"), whereby HOA conveyed its interest in the Property, if any, to Saticoy Bay for the sum of \$17,400.

22. On January 26, 2017, a Corporate Assignment of Deed of Trust was recorded evidencing the assignment of the beneficial interest of the Deed of Trust to Plaintiff (“Assignment”).

CONCLUSIONS OF LAW

1. The primary purpose of a summary judgment procedure is to secure a “just, speedy, and inexpensive determination of any action.” *Albatross Shipping Corp. v. Stewart*, 326 F.2d 208, 211 (5th Cir. 1964);¹ accord *McDonald v. D.P. Alexander & Las Vegas Boulevard, LLC*, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005). Although summary judgment may not be used to deprive litigants of trials on the merits where material factual doubts exist, summary proceedings promote judicial economy and reduce litigation expenses associated with actions clearly lacking in merit. *Id.* “Summary judgment is appropriate if, when viewed in the light most favorable to the nonmoving party, the record reveals there are no genuine issues of material fact and the moving party is entitled to judgment as a matter of law.” *DTJ Design, Inc. v. First Republic Bank*, 130 Nev. Adv. Op. 5, 318 P.3d 709, 710 (2014) (citing *Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713, 57 P.3d 82, 87 (2002)). The plain language of Rule 56(c) “mandates the entry of summary judgment, after adequate time for discovery and upon motion, against a party who fails to make a showing sufficient to establish the existence of an element essential to that party’s case, and on which that party will bear the burden of proof at trial.” *Celotex Corp. v. Catrett*, 477 U.S. 317, 323, 106 S.Ct. 2548, 2552 (1986) (adopted by *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005)). In such a situation, there can be

¹ “The Nevada Supreme Court considers federal law interpreting the Federal Rules of Civil Procedure, ‘because the Nevada Rules of Civil Procedure are based in large part upon their federal counterparts.’” *Barbara Ann Hollier Trust v. Shack*, 356 P.3d 1085, 1089 (Nev. Aug. 6, 2015) (quoting *Executive Management, Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d 782, 786 (2002)).

1 “no genuine issue as to any material fact” because a complete failure of proof concerning an
2 essential element of the nonmoving party’s case necessarily renders all other facts immaterial.
3 *Id.*

4 2. The Nevada Supreme Court clarified in *Saticoy Bay LLC Series 2141 Golden Hill*
5 *v. JPMorgan Chase Bank, N.A.* (“*Golden Hill*”) that the superpriority lien was comprised of the
6 assessment for common expenses due as of the filing of the Notice of Lien, up to a maximum of
7 9 months, citing NRS 116.3116(2)(2012) (“describing the superpriority component of an HOA’s
8 lien as ‘the assessments for common expenses . . . which would have become due in the absence
9 of acceleration *during the 9 months immediately preceding institution of an action to enforce the*
10 *lien*’ (emphasis in *Golden Hill*)): *Saticoy Bay LLC Series 2021 Gray Eagle Way v. JPMorgan*
11 *Chase Bank, N.A.*, 133 Nev. Adv. Op. 3, 388 P.3d 226, 231 (2017) (“recognizing under the pre-
12 2015 version of NRS 116.3116 that serving a notice of delinquent assessments constitutes
13 institution of an action to enforce the lien”); *cf. Property Plus Invs., LLC v. Mortgage Elec.*
14 *Registration Sys., Inc.*, 133 Nev. Adv. Op. 62, 401 P.3d 728, 731-32 (2017) (“observing that an
15 HOA must restart the foreclosure process in order to enforce a second superpriority lien”).

16 3. At the time of the Notice of Lien was recorded, May 20, 2009, the superpriority
17 lien was \$114 for the Property.

18 4. Borrower made partial payments on May 30, 2013 of \$404.00, which the HOA
19 Trustee allocated \$114.00 to the January 1, 2009 semi-annual assessment and \$15.00 to the July
20 1, 2009 semi-annual assessment; June 21, 2013 of \$169.00, which the HOA allocated \$94.00 to
21 the July 1, 2009 semi-annual assessment; July 22, 2013 of \$168.00, which the HOA allocated
22 \$114.00 to the January 1, 2010 semi-annual assessment and \$54.00 to the July 1, 2010 semi-
23 annual assessment; and August 23, 2013 of \$168.00, which the HOA allocated \$60.00 to the July
24 1, 2010 semi-annual assessment and \$108.00 to the January 1, 2011 semi-annual assessment,
25 totaling \$909, \$559 of which was remitted to the HOA and credited toward unpaid assessments,
26 and the remaining \$350 was allocated by the HOA Trustee to collection costs.

27 5. Borrower’s payments were applied by the HOA Trustee to the oldest outstanding
28 assessments.

1 6. The Nevada Supreme Court in *Golden Hill* held that “[t]he record contains
2 undisputed evidence that the former homeowner made payments sufficient to satisfy the
3 superpriority component of the HOA’s lien and that the HOA applied those payments to the
4 superpriority component of the former homeowner’s outstanding balance.” The Court continued
5 “[t]hus, the district court correctly determined that that at the time of the foreclosure sale, there
6 was no superpriority component of the HOA’s lien that could have extinguished respondent’s
7 deed of trust.” *Id.* Here, the fact pattern mirrors that of *Golden Hill*.

8 7. In *Golden Hill* the court made clear: “[a]lthough appellant correctly points out
9 that there were new unpaid monthly assessments at the time of the sale, these new unpaid
10 monthly assessments could not have comprised a new superpriority lien **absent a new notice of**
11 **delinquent assessments.**” *Id.* at 1-2, citing *Property Plus Invs., LLC*, 401 P.3d at 731-32.
12 (Emphasis Added).

13 8. In this matter, the HOA did not issue a new Notice of Lien after Borrower
14 satisfied the superpriority portion of the assessment lien.

15 9. Borrower made payments after the Notice of Lien that were more than sufficient
16 to cover the superpriority portion of the HOA’s lien, and those payments were applied by the
17 HOA Trustee to the oldest outstanding assessments.

18 10. The superpriority lien is deemed satisfied and extinguished prior to the HOA Sale.
19 As a result, the HOA proceeded to sale on its sub-priority portion of the lien and the Deed of
20 Trust was not extinguished by the HOA Sale.

21 11. The Nevada Supreme Court, when addressing the issue of “bona fide” purchaser,
22 held that “[a]lthough appellant argues it was a bona fide purchaser, appellant has not explained
23 how its putative BFP status could have revived the already-satisfied superpriority component of
24 the HOA’s lien.” *Id.* at fn 1.

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JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED Wells Fargo's Motion for Summary Judgment is **GRANTED**.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Saticoy Bay's Motion for Summary Judgment is **DENIED**.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that judgment shall be entered in favor of Wells Fargo and against Saticoy Bay on Wells Fargo's counterclaim for Quiet Title/Declaratory Relief.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wells Fargo's Deed of Trust was not extinguished by the HOA Sale conducted on December 3, 2013, and the interest conveyed to Saticoy Bay is subject to Wells Fargo's Deed of Trust.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wells Fargo's Deed of Trust remains an enforceable lien on title to the Property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wells Fargo (or any of its authorized agents, investors, affiliates, predecessors, successors, and assigns) has the right to pursue any and all remedies as defined in the Deed of Trust and/or Note, including the right to judicially or non-judicially foreclose or otherwise enforce the Deed of Trust against the Property.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wells Fargo's counterclaims for injunctive relief and unjust enrichment are dismissed as moot.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment is **DENIED** due to disputed issues of material fact.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Wells Fargo (or any of its authorized agents, investors, affiliates, predecessors, successors, and assigns) may record these Findings and Conclusions.

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1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Saticoy Bay's
2 Motion to Amend Complaint is **DENIED**.

3 **IT IS SO ORDERED.**

4 Dated this 3 day of June, 2020.

5
6
7 
DISTRICT COURT JUDGE

8 RONALD J. ISRAEL

9 Reviewed by:

10 Respectfully submitted by:

11 WRIGHT, FINLAY & ZAK, LLP

12 /s/ Aaron D. Lancaster

13 Aaron D. Lancaster, Esq.
14 Nevada Bar No. 10115
15 7785 W. Sahara Ave., Suite 200
16 Las Vegas, Nevada 89117
17 Attorney for Defendant/Counter-Claimant,
18 Wells Fargo Bank, National Association, as
19 Trustee for the Structured Adjustable Rate
20 Mortgage Loan Trust, Pass-Through
21 Certificates Series 2005-11

22 Refused to Sign

23 Michael F Bohn, Esq.
24 Nevada Bar No. 1641
25 Adam R. Trippiedi, Esq.
26 Nevada Bar No. 12294
27 2260 Corporate Circle, Ste. 480
28 Henderson, NV 89074
Attorneys for Saticoy Bay LLC Series 8149
Palace Monaco

Reviewed by:

LIPSON NEILSON P.C.

Refused to Sign

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Janeen V. Isaacson, Esq.
Nevada Bar No. 6429
9900 Covington Cross Drive, Ste. 120
Las Vegas, NV 89144
Attorneys for Monaco Landscape
Maintenance Association

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property**COURT MINUTES****August 14, 2018**

A-18-770245-C Saticoy Bay LLC Series 8149 Palace Monaco, Plaintiff(s)
 vs.
 Robert Nardizzi, Defendant(s)

August 14, 2018	9:00 AM	Motion to Dismiss	Wells Fargo's Motion to Dismiss Plaintiff's Complaint
------------------------	----------------	--------------------------	--

HEARD BY: Israel, Ronald J.**COURTROOM:** RJC Courtroom 15C**COURT CLERK:** Kathy Thomas**RECORDER:** Judy Chappell**REPORTER:****PARTIES**

PRESENT:	Bohn, Michael F	Attorney
	Cohen, Douglas M.	Attorney
	Robbins, Lindsay D.	Attorney

JOURNAL ENTRIES

- Mr. Cohen appearing by Court Call. Upon Court's inquiry, Ms. Robbins noted Defendant Mr. Robert Nardizzi is still in Bankruptcy. Court noted the stay would be as to Mr. Nardizzi only. Ms. Robbins noted she had reached out to the Plaintiff and had no response and therefore she filed this motion. Mr. Bohn stated there was no reason why this case should not go forward. Mr. Cohen thought the case should be stayed. Court noted the foreclosure sale was in 2003 and the bankruptcy was in 2006. COURT ORDERED, Motion to Dismiss, DENIED. Court directed Mr. Bohn to prepare the order. COURT ORDERED, Case STAYED, only as to anything related to Robert Nardizzi.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

December 11, 2018

A-18-770245-C Saticoy Bay LLC Series 8149 Palace Monaco, Plaintiff(s)
vs.
Robert Nardizzi, Defendant(s)

December 11, 2018 9:00 AM Motion to Dismiss

HEARD BY: Israel, Ronald J. **COURTROOM:** RJC Courtroom 15C

COURT CLERK: Kathy Thomas

RECORDER: Judy Chappell

REPORTER:

PARTIES

PRESENT: Funai, Julie A. Attorney
 Robbins, Lindsay D. Attorney
 Trippiedi, Adam R. Attorney

JOURNAL ENTRIES

- Argument by Mr. Trippiedi in support of his motion. Colloquy regarding the Covenants, Conditions & Restrictions (CC&R), quiet title, Nevada Real Estate Division s (NRED) and cited case Saticoy Bay. Ms. Robbins noted this was within the 5 year period and requested 56f Relief. COURT ORDERED, 56(f) Relief, GRANTED. Court noted the Supreme Court decision finds in favor of 56(f) relief for Motions to Dismiss. COURT FURTHER ORDERED, Motion to Dismiss, DENIED WITHOUT PREJUDICE. Court directed Ms. Robbins to prepare the order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

October 15, 2019

A-18-770245-C Saticoy Bay LLC Series 8149 Palace Monaco, Plaintiff(s)
vs.
Robert Nardizzi, Defendant(s)

October 15, 2019

9:45 AM

**Status Check: Trial
Readiness**

HEARD BY: Bixler, James

COURTROOM: RJC Courtroom 15C

COURT CLERK: Kathy Thomas

RECORDER: Judy Chappell

REPORTER:

PARTIES

PRESENT: Ebert, John William Attorney
Jung, Rock K Attorney
Trippiedi, Adam R. Attorney

JOURNAL ENTRIES

- Colloquy regarding this matter being a Homeowners Association (HOA) case and resetting trial. Mr. Jung stated he was waiting for all the competing motions to be filed. Mr. Ebert noted the dispositive motion deadline date is in October. Court directed counsel to file their motions. Court noted it would not reset the trial at this time. Trial Stands.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

December 17, 2019

A-18-770245-C Saticoy Bay LLC Series 8149 Palace Monaco, Plaintiff(s)
vs.
Robert Nardizzi, Defendant(s)

December 17, 2019	9:00 AM	All Pending Motions	All Pending Motions (12/17/19)
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HEARD BY: Israel, Ronald J. **COURTROOM:** RJC Courtroom 15C

COURT CLERK: Kathy Thomas

RECORDER: Judy Chappell

REPORTER:

PARTIES

PRESENT:	Isaacson, Janeen V.	Attorney
	Jung, Rock K	Attorney
	Nikci, Nikoll	Attorney

JOURNAL ENTRIES

- WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ADJUSTABLE RATE MORTGAGE LOAN TRUST, PASS-THROUGH CERTIFICATES SERIES 2005-11'S MOTION FOR SUMMARY JUDGMENT. Arguments by Counsel regarding the junior homeowners association, homeowner paid super priority, insufficient sale price, borrower tender, commercial reasonableness and Defendants power to sue the owners and NRS 116. Mr. Nikci added the statute of limitations. Further discussions. Court stated findings and noted the payment of the super priority would apply to the super priority before the fines. ORDERED, Motion GRANTED. Tender was done it applies to the super priority and the Mortgage is in place therefore the buyer is subject to the mortgage. Court noted the second issue regarding the insufficiency would not be granted as the adequate price would be for a trial. Court directed Mr. Jung to prepare the order.

SATICOY BAY LLC SERIES 8149 PALACE MONACO'S OPPOSITION TO DEFENDANT MONACO LANDSCAPE MAINTENANCE ASSOCIATION'S MOTION FOR PARTIAL SUMMARY JUDGMENT; AND COUNTERMOTION FOR LEAVE TO AMEND COMPLAINT; Arguments by Counsel. Colloquy. Court finds the Countermotion to Amend is late, discovery is closed and they

now request to bring in a party and reopen with a new basis. COURT ORDERED, Motion to Amend, DENIED.

DEFENDANT / COUNTER-DEFENDANT MONACO LANDSCAPE MAINTENANCE ASSOCIATION'S MOTION FOR PARTIAL SUMMARY JUDGMENT: Ms. Isaacson clarified her motion, stating their Motion was against Wells Fargo and she understood the deed of trust stays in effect, however they had brought other claims. Mr. Jung noted the period was tolled due to the Nevada Real Estate Division's (NRED), that was their opposition and would draft the order based on the borrowers tender. COURT ORDER, Motion, CONTINUED to Chambers for Decision. Court directed Mr. Jung to prepare his order after the decision in chambers.

SATICOY BAY LLC SERIES 8149 PALACE MONACO'S MOTION FOR SUMMARY JUDGMENT...MONACO LANDSCAPE MAINTENANCE ASSOCIATION'S JOINDER TO SATICOY BAY LLC SERIES 8149 PALACE MONACO: COURT ORDERED, Motion & Joinder, DENIED.

COURT FURTHER ORDERED, Trial VACATED.

01/16/20 (CHAMBERS) DECISION RE: DEFENDANT / COUNTER-DEFENDANT MONACO LANDSCAPE MAINTENANCE ASSOCIATION'S MOTION FOR PARTIAL SUMMARY JUDGMENT:

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

January 16, 2020

A-18-770245-C Saticoy Bay LLC Series 8149 Palace Monaco, Plaintiff(s)
vs.
Robert Nardizzi, Defendant(s)

January 16, 2020	3:00 AM	Motion for Partial Summary Judgment	Defendant / Counter- Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment
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HEARD BY: Israel, Ronald J.

COURTROOM: RJC Courtroom 15C

COURT CLERK: Kathy Thomas

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Upon Court's review, COURT ORDERED, Motion for Partial Summary Judgment, CONTINUED for oral argument on the remaining issues.

03/17/2020 10:30 AM DEFENDANT/ COUNTER-DEFENDANT MONACO LANDSCAPE
MAINTENANCE ASSOCIATION'S MOTION FOR PARTIAL SUMMARY JUDGMENT

CLERK'S NOTE: A copy of this minute order was e-served to counsel. kt 01/16/2020.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property**COURT MINUTES****April 30, 2020**

A-18-770245-C Saticoy Bay LLC Series 8149 Palace Monaco, Plaintiff(s)
vs.
Robert Nardizzi, Defendant(s)

April 30, 2020	3:00 AM	Motion for Partial Summary Judgment	Defendant / Counter- Defendant Monaco Landscape Maintenance Association's Motion for Partial Summary Judgment
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HEARD BY: Israel, Ronald J.**COURTROOM:** RJC Courtroom 15C**COURT CLERK:** Kathy Thomas**RECORDER:****REPORTER:**

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Defendant/ Counter-defendant Monaco Landscape Maintenance Association filed a Motion for Partial Summary Judgment as to Defendant/ Counterclaimant Wells Fargo s claims against Monaco on August 30, 2019. Wells Fargo filed an opposition on September 16, 2019, and Monaco filed a reply on November 26, 2019. At the hearing on December 17, 2019, this Court determined that the HOA sale did not extinguish the first deed of trust. At issue in this motion are the remaining claims Wells Fargo has brought against Monaco for which Monaco now seeks summary judgment in its favor. These claims include: Tortious Interference with Contract, Wrongful/Defective Foreclosure, Negligence, Negligence Per Se, Breach of Contract, Misrepresentation, and Breach of Covenant of Good Faith and Fair Dealing. Having reviewed the motions and arguments therein this Court finds that there are genuine disputes of material fact as to each claim that precludes summary judgment. Accordingly, Defendant/ Counter-defendant Monaco's Motion for Partial Summary Judgment is DENIED. This Decision sets forth the Court's intended disposition on the subject but anticipates

further Order of the Court to make such disposition effective as an Order. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. Defendant/Counterclaimant Wells Fargo is to prepare the Order and submit to Chambers for consideration in accordance with EDCR 7.21 and 7.24.

CLERK'S NOTE: A copy of this minute order was e-served to counsel. kt 04/30/2020.



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

MICHAEL F. BOHN, ESQ.
2260 CORPORATE CIR., SUITE 480
HENDERSON, NV 89074

DATE: July 7, 2020
CASE: A-18-770245-C

RE CASE: SATICOY BAY LLC SERIES 8149 PALACE MONACO vs. ROBERT NARDIZZI aka ROBERT A. NARDIZZI; MONACO LANDSCAPE MAINTENANCE ASSOCIATION, INC.; WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ADJUSTABLE RATE MORTGAGE LOAN TRUST, MORTGAGE PASS THROUGH CERTIFICATES SERIES 2005-11

NOTICE OF APPEAL FILED: July 6, 2020

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER; NOTICE OF ENTRY OF ORDER; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

SATICOY BAY LLC SERIES 8149 PALACE
MONACO,

Plaintiff(s),

vs.

ROBERT NARDIZZI aka ROBERT A.
NARDIZZI; MONACO LANDSCAPE
MAINTENANCE ASSOCIATION, INC.;
WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS TRUSTEE FOR THE
STRUCTURED ADJUSTABLE RATE
MORTGAGE LOAN TRUST, MORTGAGE
PASS THROUGH CERTIFICATES SERIES
2005-11,

Defendant(s),

Case No: A-18-770245-C

Dept No: XXVIII

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 7 day of July 2020.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk

