

# IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed  
Oct 23 2020 03:34 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

PAUL D.S. EDWARDS,  
Appellant(s),

vs.

TIMESHARE LIQUIDATORS,LLC,  
A/D/B/A TLC RESORT LIQUIDATORS,  
A/D/B/A TLC RESORTS, A/D/B/A TLC  
RESORTS VACATION CLUB, A/D/B/A  
TLC RESORTS VACATION CLUB, LLC,  
A/D/B/A TLC TRAVEL, A/D/B/A  
TLCRESORTS.COM, A/D/B/A VIP  
TRAVEL, A/D/B/A VIP VACATIONS;  
CASH4ASKING, LLC, A/D/B/A  
CASH4ASKING.COM; STANLEY C.  
MUULLIS, A/K/A STANLEY MULLIS  
A/K/A STAN MULLIS; ANGEL MULLIS,  
A/K/A ANGEL C. MULLIS; EDUARDO  
ROMAY HERNANDEZ, A/K/A  
EDUARDO L. ROMAYHERNANDEZ,  
A/K/A EDUARDO ROMARY, A/K/A  
EDUARDO L. ROMAY HERNANDEZ,  
A/K/A HERNANDEZ EDUARDO  
ROMAY, A/K/A HERNANDEZ  
EDUARDO L. ROMAY, A/K/A  
EDUARDO ROMAY, A/K/A EDUARDO  
L. ROMAY; AND GLADYS C. RIONDA,  
A/K/A SUITO GLADYS RIONDA, A/K/A  
GLADYS C. RIONDA-SUITO, A/K/A  
GLADYS SUITO, A/K/A GLADYS  
RIONDA SUITO,

Respondent(s),

Case No: A-19-799140-C  
*Consolidated with A-18-776375-C*  
Docket No: 81759

# **RECORD ON APPEAL VOLUME 2**

**ATTORNEY FOR APPELLANT**  
**PAUL EDWARDS, PROPER PERSON**  
**713 WHEAT RIDGE LANE, UNIT 203**  
**LAS VEGAS, NV 89145**

**ATTORNEY FOR RESPONDENT**  
**BRIAN P. CLARK, ESQ.**  
**7371 PRAIRIE FALCON RD., STE 120**  
**LAS VEGAS, NV 89128**

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**A-19-799140-C**

**Paul Edwards, Plaintiff(s)**

**vs.**

**Timeshare Liquidators, LLC, Defendant(s)**

**I N D E X**

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**76.** This Declaration is filed in good faith and not interposed for delay.  
“I declare under penalty of perjury that the foregoing is true and correct.”  
EXECUTED this 28th day of October 2019.

Respectfully submitted,  
PAUL D.S. EDWARDS

/s/ Paul D.S. Edwards  
Paul D.S. Edwards  
713 Wheat Ridge Lane, Unit 203  
Las Vegas, Nevada 89145  
Landline Telephone: 702.341.1776  
Cellular Telephone: 702.893.1776  
Email: pauldse@pauldsedwards.com  
Plaintiff, *pro se*

...  
...  
...

1 **CERTIFICATE OF E-SERVICE**

2 I HEREBY CERTIFY that, on the 28th day of October 2019, pursuant to the Nevada  
3 Electronic Filing and Conversion Rules (NEFCR) & N.R.C.P., Rule 5(b)(4), I e-served a true and  
4 correct copy of the following document:

- 5 1. Declaration of Plaintiff Counter-Defendant Paul D.S. Edwards in Support of the  
6 Recusal/Disqualification of Judge Nancy L. Alf, District Court Judge, Department  
27, Eighth Judicial District Court, Clark County, Nevada

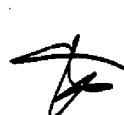
7 to the following:

8  
9 Brian P. Clark, CLARK MCCOURT  
bpc@clarkmccomi.com

10 Chad F. Clement, MARQUIS AURBACH COFFING  
11 cclement@maclaw.com

12 Pursuant to NRS 1.235, Plaintiff also caused a copy of this "Declaration of Plaintiff Counter-  
13 Defendant Paul D.S. Edwards in Support of the Recusal/Disqualification of Judge Nancy L. Alf,  
14 District Court Judge, Department 27, Eighth Judicial District Court, Clark County, Nevada," to be  
15 hand delivered to Department 27, Eighth Judicial District Court, Clark County, Nevada.

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Designee for Plaintiff



1 **ERR (CIV)**  
2 PAUL D.S. EDWARDS,  
3 Plaintiff *pro se*  
4 713 Wheat Ridge Lane, Unit 203,  
5 Las Vegas, Nevada 89145  
6 Landline Telephone: 702.341.1776  
7 Cellular Telephone: 702.893.1776  
8 Email: pauldse@pauldsedwards.com

9  
10 **DISTRICT COURT,**  
11 **CLARK COUNTY, NEVADA**

12 PAUL D.S. EDWARDS,

13 **Plaintiff,**

14 **vs.**

15 TIMESHARE LIQUIDATORS, LLC,  
16 a/d/b/a TLC RESORT LIQUIDATORS,  
17 a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
18 a/d/b/a TLC RESORTS VACATION CLUB,  
19 a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
20 a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
21 a/d/b/a VIP VACATIONS,  
22 a/d/b/a VIP INTERNATIONAL,  
23 and CASH4ASKING, LLC,  
24 a/d/b/a CASH4ASKING.COM,  
25 and STANLEY C. MULLIS, a/k/a STANLEY MULLIS,  
26 a/k/a STAN MULLIS,  
27 and ANGEL C. MULLIS, a/k/a ANGEL MULLIS,  
28 a/k/a ANGEL SANTILLI,  
and EDUARDO ROMAY HERNANDEZ,  
a/k/a EDUARDO L ROMAYHERNANDEZ,  
a/k/a EDUARDO ROMAY,  
a/k/a EDUARDO L. ROMAY HERNANDEZ,  
a/k/a HERNANDEZ EDUARDO ROMAY,  
a/k/a HERNANDEZ EDUARDO L ROMAY,  
a/k/a EDUARDO ROMAY,  
a/k/a MR EDUARDO L. ROMAY,  
and GLADYS C. RIONDA,  
a/k/a SUITO GLADYS RIONDA,  
a/k/a GLADYS C. RIONDA-SUITO,  
a/k/a GLADYS SUITO,  
a/k/a GLADYS RIONDA SUITO,  
and DOES I-X, and ROE CORPORATIONS XI-XX, et al.

**Defendants.**

**CASE NO.:** A-19-799140-C

**DEPT. NO.:** XXVII

**NOTICE OF ERRATA**

1 TIMESHARE LIQUIDATORS, LLC,  
2 a/d/b/a TLC RESORT LIQUIDATORS,  
3 a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
4 a/d/b/a TLC RESORTS VACATION CLUB,  
5 a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
6 a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
7 a/d/b/a VIP VACATIONS, a/d/b/a VIP INTERNATIONAL.

8 **Counter-Claimants,**

9 **vs.**

10 PAUL D.S. EDWARDS,

11 **Counter-Defendant.**

12 Plaintiff hereby submits this Notice of Errata regarding Plaintiff's "Declaration of Plaintiff  
13 Counter-Defendant Paul D.S. Edwards in Support of the Recusal/Disqualification of Judge Nancy  
14 L. Alf, District Court Judge, Department 27, Eighth Judicial District Court, Clark County, Nevada"  
15 ("Declaration").

16 Exhibit 1, as referenced within the Declaration, was inadvertently omitted due to a computer  
17 error. Please attach Exhibit 1 to the Declaration.

18 DATED this 28th day of October 2019.

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PAUL D.S. EDWARDS

/s/ Paul D.S. Edwards

Paul D.S. Edwards  
713 Wheat Ridge Lane, Unit 203  
Las Vegas, Nevada 89145  
Landline Telephone: 702.341.1776  
Cellular Telephone: 702.893.1776  
Email: pauldse@pauldsedwards.com  
Plaintiff, *pro se*

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**CERTIFICATE OF E-SERVICE**

I HEREBY CERTIFY that, on the 28th day of October 2019, pursuant to the Nevada Electronic Filing and Conversion Rules (NEFCR) & N.R.C.P., Rule 5(b)(4), I e-served a true and correct copy of the following document:

1. Notice of Errata  
to the following:

Brian P. Clark, CLARK MCCOURT  
bpc@clarkmccomi.com

Chad F. Clement, MARQUIS AURBACH COFFING  
cclement@maclaw.com



---

Designee for Plaintiff

# **EXHIBIT 1**

ORIGINAL

*Steven D. Grierson*

VDSM (CIV)  
PAUL D.S. EDWARDS,  
713 Wheat Ridge Lane, Unit 203,  
Las Vegas, Nevada 89145  
Landline Telephone: 702.341.1776  
Cellular Telephone: 702.893.1776  
Email: pauldsc@pauldsedwards.com  
Plaintiff *pro se*

**DISTRICT COURT,  
CLARK COUNTY, NEVADA**

PAUL D.S. EDWARDS,

**Plaintiff,**

*vs.*

TIMESHARE LIQUIDATORS, LLC,  
a/d/b/a TLC RESORT LIQUIDATORS,  
a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
a/d/b/a TLC RESORTS VACATION CLUB,  
a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
a/d/b/a TLC TRAVEL, a/d/b/a VIP TRAVEL,  
a/d/b/a VIP VACATIONS, a/d/b/a VIP INTERNATIONAL,  
and DOES I-X, and ROE CORPORATIONS XI-XX, et al.,

**Defendants.**

**CASE NO.:** A-18-776375-C

**DEPT. NO.:** XXVII

**NOTICE OF VOLUNTARY DISMISSAL, PURSUANT TO  
NEVADA RULES OF CIVIL PROCEDURES, RULE 41(a)**

**TO:** The Honorable Nancy L. Allf,  
District Court Judge, Eighth Judicial District Court, Clark County, Nevada

Pursuant to Nevada Rules of Civil Procedures ("NRCP"), Rule 41(a), Plaintiff PAUL D.S. EDWARDS, *in proper person* ("**Plaintiff**"), hereby voluntarily dismisses the above-entitled lawsuit, without prejudice.

NRCP, Rule 41(a) states, in pertinent part—

Rule 41. Dismissal of Actions

(a) Voluntary Dismissal: Effect Thereof.

(1) By the Plaintiff.

(A) Without a Court Order. Subject to Rules 23(f), 23.1, 23.2, 66, and any applicable statute, the plaintiff may dismiss an action without a court order by filing:

(i) a notice of dismissal before the opposing party serves either an answer or a motion for summary judgment;

<input checked="" type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Dismissal and Judgment
<input type="checkbox"/> Disputed Dismissal	<input type="checkbox"/> Dismissal and Judgment
<input type="checkbox"/> Motion to Dismiss by Defendant	<input type="checkbox"/> Judgment of Acquittal

1 The right of a voluntary dismissal is absolute— as long as it is filed before service of an  
2 answer or motion for summary judgment. NRCP, Rule 41(a)(1)(A)(i). A voluntary dismissal can  
3 occur even after significant activity has already taken place in the action, such as a motion to compel  
4 arbitration, a Rule 12 motion to dismiss (even with the court announcing its intended ruling), or a  
5 full evidentiary hearing and ruling on a motion for preliminary injunction. See *Miller v. Reddin*, 422  
6 F.2d 1264, 1266 (9th Cir. 1970) (Rule 12 motion); *Hamilton v. Shearson Lehman American Express*,  
7 *Inc.*, 813 F.2d 1532, 1534–35 (9th Cir. 1987) (motion to compel arbitration); *American Soccer Co.*,  
8 *Inc. v. Score First Enters.*, 187 F.3d 1108, 1110–12 (9th Cir. 1999).

9 In the instant matter, Plaintiff, by order of this Court, filed his First Amended Complaint For  
10 Damages, Injunctive Relief, and, Demand for Trial by Jury on April 17, 2019 (“**First Amended**  
11 **Complaint**”). Defendants responded with a Motion to Strike for Plaintiff's Refusal to Comply with  
12 the Court's Order Granting Defendant's Motion for More Definite Statement (“**Motion**”). A decision  
13 by the Court is pending on Defendants Motion.

14 Nevertheless, as of the filing and service of Plaintiff's Notice of Voluntary Dismissal (July  
15 12, 2019), Defendants have not Answered to Plaintiff's First Amended Complaint. Nor have  
16 Defendants filed a motion for summary judgment, and no Counterclaim, Crossclaim, or Third-Party  
17 Claim has been filed in this action.

18 Pursuant to NRCP, Rule 41(a)(1)(C), Plaintiff will reimburse Defendants' filing fees—  
19 Defendants counsel advised Plaintiff that the filing fees amount to \$373.00.<sup>1</sup>

20 DATED this 12th day of July 2019.

21 Respectfully Submitted,

22 PAUL D.S. EDWARDS

23 /s/ Paul D.S. Edwards

24 Paul D.S. Edwards, Plaintiff, *pro se*  
25 713 Wheat Ridge Lane, Unit 203,  
26 Las Vegas, Nevada 89145  
Cellular Telephone: (702) 893-1776  
Landline/Facsimile: (702) 341-1776  
Email: pauldse@pauldsedwards.com

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28 <sup>1</sup>Rule 41(a)(1)(i) references only payment of the defendant's filing fees when filing a notice of  
dismissal; it says nothing about payment of other costs or attorney's fees.

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**CERTIFICATE OF E-SERVICE**

I HEREBY CERTIFY that, on the 16th day of July 2019, pursuant to the Nevada Electronic Filing and Conversion Rules (NEFCR) & N.R.C.P., Rule 5(b)(4), I e-filed and e-served a true and correct copy of the following document, Plaintiff's:

1. Notice of Voluntary Dismissal, Pursuant to Nevada Rules of Civil Procedures, Rule 41(a)

to the following:

Brian P. Clark at bpc@clarkmccourt.com



\_\_\_\_\_  
Designee for Plaintiff



1 **Marquis Aurbach Coffing**  
Chad F. Clement, Esq.  
2 Nevada Bar No. 12192  
Alexander K. Calaway, Esq.  
3 Nevada Bar No. 15188  
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5 Facsimile: (702) 382-5816  
cclement@maclaw.com  
6 acalaway@maclaw.com  
*Attorneys for Defendants*  
7 *Cash4Asking, LLC; Eduardo Romay Hernandez;*  
*and Gladys Rionda Suito*  
8

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 **PAUL D.S. EDWARDS,**

12 **Plaintiff,**

13 **vs.**

Case No.: A-19-799140-C  
Dept. No.: 27

Hearing Date: November 7, 2019  
Hearing Time: 9:30 a.m.

**DEFENDANT CASH4ASKING, LLC'S**  
**REPLY IN SUPPORT OF MOTION FOR**  
**A MORE DEFINITE STATEMENT**

14 **TIMESHARE LIQUIDATORS, LLC,**  
a/d/b/a TLC RESORT LIQUIDATORS,  
15 a/d/b/a TLC RESORTS VACATION CLUB,  
LLC, a/d/b/a TLC RESORTS VACATION  
16 CLUB, a/d/b/a TLC RESORTS, a/k/a  
TLCRESORTS.COM, a/d/b/a TLC TRAVEL,  
17 a/k/a TLC, a/d/b/a VIP TRAVEL, a/d/b/a VIP  
VACATIONS, a/d/b/a VIP INTERNATIONAL,  
18 and CASH4ASKING, LLC, a/d/b/a  
CASH4ASKING.COM,  
19 and STANLEY C. MULLIS, a/k/a STANLEY  
MULLIS, a/k/a STAN MULLIS, and ANGEL C.  
20 MULLIS, a/k/a ANGEL MULLIS, a/k/a  
ANGEL SANTILLI,  
21 and EDUARDO ROMAY HERNANDEZ,  
22 a/k/a EDUARDO L ROMAYHERNANDEZ,  
a/k/a EDUARDO ROMAY,  
23 a/k/a EDUARDO L. ROMAY HERNANDEZ,  
24 a/k/a HERNANDEZ EDUARDO ROMAY,  
a/k/a HERNANDEZ EDUARDO L ROMAY,  
25 a/k/a EDUARDO ROMAY,  
a/k/a MR EDUARDO L. ROMAY,  
26 and GLADYS C. RIONDA, a/k/a SUI TO  
GLADYS RIONDA a/k/a GLADYS C.  
27 RIONDA-SUI TO, a/k/a GLADYS SUI TO, a/k/a  
GLADYS RIONDA SUI TO,  
28

**MARQUIS AURBACH COFFING**

10001 Park Run Drive  
Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 and DOES I-X, and ROE CORPORATIONS XI-  
2 XX, et al.,  
3  
4 Defendants.

5 Defendant Cash4Asking, LLC ("C4A"), by and through its attorneys of record, the law  
6 firm of Marquis Aurbach Coffing, hereby files its Reply in Support of Motion for a More  
7 Definite Statement. This Reply is made and based upon the pleadings and papers on file herein,  
8 the attached memorandum of points and authorities, and any oral argument the Court permits at  
9 the time of hearing on the matter.

10 Dated this 20 day of October, 2019.

11 MARQUIS AURBACH COFFING

12 By 

13 Chad F. Clement, Esq.  
14 Nevada Bar No. 12192  
15 Alexander K. Calaway, Esq.  
16 Nevada Bar No. 15188  
17 10001 Park Run Drive  
18 Las Vegas, Nevada 89145  
19 Telephone: (702) 382-0711  
20 Facsimile: (702) 382-5816  
21 cclement@maclaw.com  
22 *Attorneys for Defendants*  
23 *Cash4Asking, LLC; Eduardo Romay Hernandez;*  
24 *and Gladys Rionda Suito*  
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**MEMORANDUM OF POINTS AND AUTHORITIES**

Plaintiff Paul Edwards' ("Mr. Edwards") Complaint is majorly deficient in at least four (4) major ways, and Mr. Edwards has refused to provide any meaningful response to C4A's motion that set forth these four (4) deficiencies. As such, C4A is entitled to a more definite statement under NRCP 12(e).

First, Mr. Edwards has provided no substantive response to C4A's Motion for More Definite Statement. *See* Opp'n to Def. Cash4Asking, LLC's Mot. for a More Definite Statement ("Pl.'s Resp."), on file herein. In its original motion, C4A listed four (4) specific deficiencies with the Complaint. *See* Def. Cash4Asking, LLC's Motion for a More Definite Statement ("Def.'s 12(e) Mo."), on file herein, at 3-4.

C4A specifically stated: (1) the Complaint consistently lumps all of the defendants together, making it impossible to decipher exactly who Mr. Edwards is claiming did what; (2) the Complaint contains quotations, citations, and references to various statutes and legal authorities outside the claim of relief section, making it unreasonably difficult to determine whether Mr. Edwards cites these as context or alleging a violation of these certain statutory provisions; (3) the Complaint contains imprecise citations to statutory sections in its claims for relief, making it unreasonably difficult to evaluate precisely what subsections or sections Mr. Edwards is claiming defendants violated; and (4) the Complaint contains verbose, repetitive, conclusory, and confusing allegations that make it unreasonably difficult to respond to. Def.'s 12(e) Mo. at 3-4.

Here, Mr. Edwards failed to address any of the deficiencies raised in C4A's motion. *See* Pl.'s Resp. at 16-17. Instead, Mr. Edwards's responses to the deficiencies were: that Mr. Hernandez and Mrs. Suito "understand precisely what is being alleged" (Pl.'s Resp. at 16); that it is "irrefutable" that Mr. Hernandez and Suito comprehend the Complaint (*id.* at 17); and that Mr. Hernandez and Mrs. Suito "understand[] the gravamen of Mr. Edwards's Complaint" (*id.* at 18). (emphasis added).

The only substantive argument Mr. Edwards made in its response was that C4A understood enough of the allegations in the Complaint to make NRCP 12(b)(2) and 12(b)(5)

1 motions. Pl.'s Resp. at 16-19. However, C4A only needed the caption of the Complaint to know  
2 that this court lacked personal jurisdiction over certain parties; and that the same were not liable  
3 as members of C4A. Similarly, both the NRCP 12(b)(2) and 12(b)(5) motions were pre-answer  
4 motions that "must be asserted in the responsive pleading if one is required." NRCP 12(b). As a  
5 consequence, the parties had no choice but to bring these pre-answer motions before responding  
6 to Mr. Edwards's complaint.

7 Since the Complaint is majorly deficient in at least four (4) ways (as set forth above), and  
8 Mr. Edwards has refused provide any meaningful response to these four (4) deficiencies, C4A is  
9 entitled to a more definite statement under NRCP 12(e).

10 Dated this 28 day of October, 2019.

11 MARQUIS AURBACH COFFING

12  
13 By 

14 Chad F. Clement, Esq.  
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25 *and Gladys Rionda Suito*  
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28

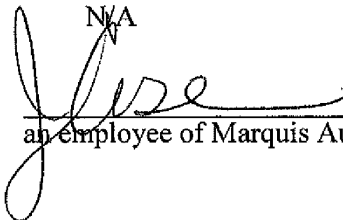
CERTIFICATE OF SERVICE

I hereby certify that the foregoing **DEFENDANT CASH4ASKING, LLC'S REPLY IN SUPPORT OF MOTION FOR A MORE DEFINITE STATEMENT** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 29<sup>th</sup> day of October, 2019. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>1</sup>

Paul D.S. Edwards (pauldse@pauldsedwards.com)  
Plaintiff *pro se*

Brian Clark (bpc@clarkmccourt.com)

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

N/A  
  
an employee of Marquis Aurbach Coffing

<sup>1</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).



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14 *and Gladys Rionda Suito*

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

11 PAUL D.S. EDWARDS,

12 Plaintiff,

13 vs.

Case No.: A-19-799140-C  
Dept. No.: 27

Hearing Date: November 7, 2019  
Hearing Time: 9:30 a.m.

14 **TIMESHARE LIQUIDATORS, LLC,**  
15 **a/d/b/a TLC RESORT LIQUIDATORS,**  
16 **a/d/b/a TLC RESORTS VACATION CLUB,**  
17 **LLC, a/d/b/a TLC RESORTS VACATION**  
18 **CLUB, a/d/b/a TLC RESORTS, a/k/a**  
19 **TLCRESORTS.COM, a/d/b/a TLC TRAVEL,**  
20 **a/k/a TLC, a/d/b/a VIP TRAVEL, a/d/b/a VIP**  
21 **VACATIONS, a/d/b/a VIP INTERNATIONAL,**  
22 **and CASH4ASKING, LLC, a/d/b/a**  
23 **CASH4ASKING.COM,**  
24 **and STANLEY C. MULLIS, a/k/a STANLEY**  
25 **MULLIS, a/k/a STAN MULLIS, and ANGEL C.**  
26 **MULLIS, a/k/a ANGEL MULLIS, a/k/a**  
27 **ANGEL SANTILLI,**  
28 **and EDUARDO ROMAY HERNANDEZ,**  
**a/k/a EDUARDO L ROMAYHERNANDEZ,**  
**a/k/a EDUARDO ROMAY,**  
**a/k/a EDUARDO L. ROMAY HERNANDEZ,**  
**a/k/a HERNANDEZ EDUARDO ROMAY,**  
**a/k/a HERNANDEZ EDUARDO L ROMAY,**  
**a/k/a EDUARDO ROMAY,**  
**a/k/a MR EDUARDO L. ROMAY,**  
**and GLADYS C. RIONDA, a/k/a SUITO**  
**GLADYS RIONDA a/k/a GLADYS C.**  
**RIONDA-SUITO, a/k/a GLADYS SUITO, a/k/a**  
**GLADYS RIONDA SUITO,**

**DEFENDANTS EDUARDO ROMAY**  
**HERNANDEZ' AND GLADYS RIONDA**  
**SUITO'S REPLY IN SUPPORT OF**  
**MOTION TO DISMISS FOR LACK OF**  
**PERSONAL JURISDICTION, MOTION**  
**TO DISMISS FOR FAILURE TO STATE**  
**A CLAIM UPON WHICH RELIEF CAN**  
**BE GRANTED, AND MOTION FOR A**  
**MORE DEFINITE STATEMENT**

**MARQUIS AURBACH COFFING**

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Las Vegas, Nevada 89145  
(702) 382-0711 FAX: (702) 382-5816

1 and DOES I-X, and ROE CORPORATIONS XI-  
2 XX, et al.,  
3  
4 Defendants.

5 Defendants Eduardo Romay Hernandez ("Mr. Hernandez") and Gladys Rionda Suito  
6 ("Mrs. Suito"), by and through their attorneys of record, the law firm of Marquis Aurbach  
7 Coffing, hereby file their Reply in Support of Motion to Dismiss for Lack of Personal  
8 Jurisdiction, Motion to Dismiss for Failure to State a Claim Upon Which Relief Can Be Granted,  
9 and Motion for a More Definite Statement ("Reply"). This Reply is made and based upon the  
10 pleadings and papers on file herein, the attached memorandum of points and authorities, and any  
11 oral argument the Court permits at the time of hearing on the matter.

12 Dated this 20 day of October, 2019.

13 MARQUIS AURBACH COFFING

14 By 

15 Chad F. Clement, Esq.  
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24 Attorneys for Defendants  
25 Cash4Asking, LLC; Eduardo Romay Hernandez  
26 and Gladys Rionda Suito  
27  
28

**MEMORANDUM OF POINTS AND AUTHORITIES****I. INTRODUCTION**

Mr. Hernandez and Mrs. Suito, who are nonresident defendants, are not personally subject to jurisdiction in Nevada, and Plaintiff Paul Edwards ("Mr. Edwards"), has not proven that they are. As a result, Mr. Hernandez and Mrs. Suito should be dismissed from this case under NRCP 12(b)(2). Even if they are subject to this Court's jurisdiction, they should be dismissed under NRCP 12(b)(5) for failure to state a claim upon which relief can be granted. Mr. Hernandez and Mrs. Suito cannot be held individually liable for the debts, obligations, or liabilities of Defendant Cash4Asking, LLC ("C4A") under Arizona law or the Telephone Consumer Protection Act. In any event, at a minimum, Mr. Hernandez and Mrs. Suito are entitled to a more definite statement so that they can reasonably prepare a response to the Complaint.

**II. LEGAL ARGUMENT****A. MR. HERNANDEZ AND MRS. SUITO ARE NOT SUBJECT TO PERSONAL JURISDICTION IN NEVADA.**

"When a challenge to personal jurisdiction is made, the plaintiff has the burden of introducing competent evidence of essential facts which establish a prima facie showing that personal jurisdiction exists." *Trump v. Eighth Judicial Dist. Court*, 109 Nev. 687, 692, 857 P.2d 740, 743 (1993) (internal quotations omitted). "The plaintiff must produce some evidence in support of all facts necessary for a finding of personal jurisdiction, and the burden of proof never shifts to the party challenging jurisdiction." *Id.* at 692, 857 P.2d at 744.

A non-resident defendant must have sufficient minimum contacts with the forum state so that subjecting the defendant to the state's jurisdiction will not offend traditional notions of fair play and substantial justice. *Fulbright & Jaworski, LLP v. Eighth Judicial Dist. Court*, 131 Nev. 30, 35-36, 342 P.3d 997, 1001-02 (2015) (internal quotation marks and citation omitted). Due process requirements are satisfied if the nonresident defendant's minimum contacts are sufficient to obtain either (1) general jurisdiction, or (2) specific personal jurisdiction and it is reasonable to subject the nonresident defendant to suit in the forum state. *Id.*

1 Here, both Mr. Hernandez and Mrs. Suito are residents of Arizona. See Affidavits of  
2 Service, on file herein. Plaintiff has failed to come forward with any evidence showing that  
3 personal jurisdiction over Mr. Hernandez and Mrs. Suito exists. See Opp'n to Def. Eduardo  
4 Romay Hernandez' and Gladys Rionda Suito's Mot. to Dismiss for Lack of Personal  
5 Jurisdiction, Mot. to Dismiss for Failure to State a Claim Upon Which Relief Can Be Granted,  
6 and Mot. For a More Definite Statement ("Pl.'s Resp."), on file herein. For this reason, this Court  
7 may not exercise either general or specific personal jurisdiction over Mr. Hernandez and Mrs.  
8 Suito, and they should be dismissed pursuant to NRCP 12(b)(2).

9 **1. Mr. Hernandez and Mrs. Suito lack any general jurisdictional contact**  
10 **with Nevada.**

11 First, the only evidence Mr. Edwards provides in support of general jurisdiction is a  
12 "Marketing Services Agreement" (the "Agreement") between C4A and TLC. Pl.'s Resp. at 5. A  
13 plain reading of the Agreement, however, reveals the opposite. *Id.*

14 General personal jurisdiction is proper when the nonresident defendant's "contacts with  
15 the forum state are so continuous and systematic as to render [the defendant] essentially at home  
16 in the forum State." *Fulbright & Jaworski, LLP*, 131 Nev. 30 at 35-36, 342 P.3d at 1001-02  
17 (internal quotation marks and citation omitted). Here, Mr. Edwards claims the Agreement made  
18 between C4A and TLC is evidence that Mr. Hernandez and Mrs. Suito had general contact with  
19 Nevada. Pl.'s Resp. at 7. The Agreement was signed, however, by the "duly authorized officers"  
20 of C4A and TLC. Pl.'s Ex. 6 attached to Pl.'s Compl. on file herein ("Pl.'s Ex. 6"), at 5. The  
21 Agreement does not mention Mr. Hernandez or Mrs. Suito in any way, nor does it provide for  
22 any direct payment to Mr. Hernandez or Mrs. Suito. See *id.* Thus, the Agreement was made  
23 between C4A and TLC; not Mr. Hernandez and Mrs. Suito. Consequently, the Agreement  
24 provides no basis for general jurisdiction over Mr. Hernandez or Mrs. Suito.

25 In addition, Mr. Edwards claims that the Agreement would pay Mr. Hernandez and Mrs.  
26 Suito "tens-of-thousands of dollars" to personally place "thousands" of calls to Nevadans. Pl.'s  
27 Resp. at 7. But again, there is no indication in the Agreement that Mr. Hernandez or Mrs. Suito  
28 would personally profit from the Agreement. The Agreement reveals that Mr. Hernandez and

1 Mrs. Suito were not entitled to a penny under the Agreement. *Id.* To be sure, the only persons  
2 allegedly entitled to any benefit under the Agreement were C4A and TLC. *Id.*

3 Finally, Mr. Edwards claims that a choice of forum clause in section 8 of the Agreement  
4 grants this Court general jurisdiction over Mr. Hernandez and Mrs. Suito. Pl.'s Resp. at 6; see  
5 also Pl.'s Ex. 6 at 4. But again, Mr. Hernandez and Mrs. Suito were not parties to the Agreement,  
6 but the Agreement was solely between TLC and C4A. See Pl.'s Ex. 6. To be sure, the Agreement  
7 itself applied only to "litigation arising under this Agreement," not incidental litigation arising  
8 from a third-party. Pl.'s Ex. 6 at 4. Mr. Edwards is not a named party or even an incidental  
9 beneficiary to the Agreement, and consequently lacks standing to enforce any term arising under  
10 the Agreement between C4A and TLC. In the same vein, the Agreement cannot be enforced  
11 against Mr. Hernandez and Mrs. Suito because they were also not parties to the Agreement. It  
12 would therefore defy logic to bind Mr. Hernandez, Mrs. Suito, or this litigation to a discrete term  
13 of an Agreement that is not even in dispute.

14 But even if, *arguendo*, Mr. Hernandez, Mrs. Suito, and Mr. Edwards were parties to the  
15 Agreement (which they were not); Nevada courts only enforce choice of forum clause if the  
16 traditional requirements for personal jurisdiction under Due Process Clause of the fourteenth  
17 Amendment can be met. *Tandy Computer Leasing, a Div. of Tandy Elecs., Inc. v. Terina's Pizza,*  
18 *Inc.*, 105 Nev. 841, 843, 784 P.2d 7, 7 (1989). Since Mr. Edwards has failed to meet its burden  
19 under the requirements for personal jurisdiction, the choice of forum clause would be  
20 unenforceable regardless.

21 Therefore, the Agreement is insufficient evidence that Mr. Hernandez and Mrs. Suito are  
22 subject to general jurisdiction in Nevada.

23 **2. Mr. Hernandez and Mrs. Suito lack any specific contacts with**  
24 **Nevada.**

25 Next, Mr. Edwards has failed to provide any evidence to support its claim that Mr.  
26 Hernandez and Mrs. Suito had specific contacts with Nevada. "[S]pecific personal jurisdiction is  
27 proper only where the cause of action arises from the defendant's contacts with the forum."  
28 *Fulbright & Jaworski, LLP*, 131 Nev. 30 at 37, 342 P.3d at 1002 (internal quotation marks

1 omitted). To make a prima facie showing of specific personal jurisdiction, a Mr. Edwards must  
2 demonstrate that the nonresident defendant: (1) purposefully availed itself of the forum, (2) its  
3 activities or consequences thereof must be the basis of the cause of action, and (3) “those  
4 activities, or consequence thereof, must have a substantial enough connection with the forum  
5 state to make the exercise of jurisdiction over the defendant reasonable.” *Id.* at 38, 342 P.3d at  
6 1002 (quoting *Consipio Holding, BV v. Carlberg*, 128 Nev. 454, 458, 282 P.3d 751, 755 (2012)).

7 Here again, the only evidence Mr. Edwards has produced in support of specific personal  
8 jurisdiction is the Agreement. Pl.’s Resp. at 8. Specifically, Mr. Edwards claims the Agreement  
9 required Mr. Hernandez and Mrs. Suito to make direct telephone calls to Nevada thereby  
10 “harvesting a large income.” *Id.* However, Mr. Edwards fails to cite any specific term or  
11 provision of the Agreement that requires anything such thing of Mr. Hernandez or Mrs. Suito. *Id.*  
12 Indeed, this is because no provision or term in the Agreement exists. *See generally* Pl.’s Ex. 6.

13 As discussed at length above, Mr. Hernandez and Mrs. Suito were never parties to the  
14 Agreement. *Id.* Mr. Edwards has provided no evidence to support its claim that Mr. Hernandez  
15 and Mrs. Suito “purposefully directed their activities toward [Nevada].” Pl.’s Resp. at 8. Mr.  
16 Edwards relies wholly on the Agreement, which required nothing of Mr. Hernandez and Mrs.  
17 Suito, nor did it personally require they make phone calls to Nevada. *See Pl.’s Ex. 6.* As a result,  
18 Mr. Edwards failed to come forward with any actual evidence showing any specific contact  
19 made by Mr. Hernandez or Mrs. Suito with Nevada.

20 Since Mr. Edwards has failed to produce any actual evidence supporting general or  
21 specific jurisdiction with Nevada, Mr. Hernandez and Mrs. Suito should be dismissed for lack of  
22 personal jurisdiction pursuant to NRCP 12(b)(2).

23 **3. Personal jurisdiction in Nevada is governed by due process and NRS**  
24 **14.065, not the TCPA.**

25 Finally, the Telephone Consumer Protection Act, 47 USC § 227 *et seq* (“TCPA”), does  
26 not prevent this Court from dismissing Mr. Hernandez and Mrs. Suito for lack of personal  
27 jurisdiction.  
28

1 In his brief, Mr. Edwards claims that the TCPA vests this Court with jurisdictional  
2 authority over nonresident defendants. Pl.'s Resp. at 9. But as this Court is well-aware, the only  
3 determinative law regarding personal jurisdiction is Nevada's long-arm statute, NRS 14.065, and  
4 the Fourteenth Amendment's Due Process Clause. *Fulbright & Jaworski, LLP*, 131 Nev. at 36,  
5 342 P.3d at 1001; *see also, Int'l Shoe Co. v. Washington*, 326 U.S. 310 (1945).

6 Not a single case cited by Mr. Edwards held the TCPA to circumvent the traditional due  
7 process analysis associated with personal jurisdiction; nor did any case hold the TCPA to  
8 preempt NRS 14.065. *See* Pl.'s Resp. at 9-10. Instead, the cases that Mr. Edwards refers to in his  
9 brief pertain to liability under the TCPA—not personal jurisdiction. *Id.* citing *Texas v. Am.*  
10 *Blastfax*, 164 F.Supp.2d 892, 898 (W.D. Tex. 2001) (applying a "personal participation theory"  
11 for limited causes of actions against corporate officers who directly participate in conduct  
12 constituting TCPA violations); *see also, Maryland v. Universal Elections*, 787 F.Supp. 2d 408  
13 (D. Md. 2011).

14 In sum, Mr. Edwards's interpretation of the TCPA is devoid of legal merit because the  
15 TCPA does not grant jurisdictional authority over nonresident defendants. As such, the TCPA  
16 does not prevent this Court from dismissing Mr. Hernandez and Mrs. Suito for lack of personal  
17 jurisdiction under NRCP 12(b)(c).

18 **B. MR. HERNANDEZ AND MRS. SUITO SHOULD BE DISMISSED**  
19 **BECAUSE THE COMPLAINT FAILS TO STATE A CLAIM AGAINST**  
20 **THEM FOR WHICH RELIEF CAN BE GRANTED.**

21 In the event this Court does not dismiss Mr. Hernandez and Mrs. Suito for lack of  
22 personal jurisdiction, Mr. Hernandez and Mrs. Suito should be dismissed under NRCP 12(b)(5)  
23 for failure to state a claim upon which relief can be granted.

24 A complaint should be dismissed for failure to state a claim if it appears beyond a doubt  
25 that the plaintiff could prove no set of facts which, if true, would entitle plaintiff to relief. *Buzz*  
26 *Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 181 P.3d 670 (2008) citing NRCP 12(b)(5).  
27 Here, even construing all facts in Mr. Edwards's favor, Mr. Hernandez and Mrs. Suito cannot be  
28 held liable for the debts, obligations or liabilities of C4A because it is an Arizona limited liability

1 company.<sup>1</sup> Compl., on file herein at ¶ 40. If C4A was a Nevada limited liability company the  
2 result would be the same.<sup>2</sup>

3 **1. Mr. Hernandez and Mrs. Suito cannot be held liable as officers of C4A.**

4 First, it is well settled under Arizona law that an officer, director or shareholder of a  
5 corporation may not be held liable for the acts of the corporation unless the corporation is an  
6 alter-ego. *Rhoads v. Harvey Publications, Inc.*, 124 Ariz. 406, 409, 604 P.2d 670, 673 (Ct. App.  
7 1979) citing *Maloof v. Roper Sales, Inc.*, 113 Ariz. 485, 488, 557 P.2d 522, 525 (1976). Indeed,  
8 Arizona courts recognize that a central purpose of corporate organization is to avoid personal  
9 liability; and if corporate fiction is too easily ignored then organization becomes pointless. *Dietel*  
10 *v. Day*, 16 Ariz. App. 206, 492 P.2d 455 (1972).

11 Here, Mr. Edwards has alleged that C4A is an Arizona limited liability company  
12 (Compl., at ¶ 40), and that both Mr. Hernandez and Mrs. Suito are members, managers, officers,  
13 and agents of C4A. Compl. at ¶¶ 122, 134. In its brief, Mr. Edwards asks this Court to disregard  
14 C4A's limited liability company form. Pl.'s Resp. at 10. To do so would undermine the purpose  
15 of C4A's limited liability company form, abrogate Arizona law, and result in gross injustice.

16 Since Mr. Hernandez and Mrs. Suito cannot be individually liable for the debts,  
17 obligations, or liabilities of C4A under Arizona law, the Complaint fails to state a claim against  
18  
19

20  
21  
22 <sup>1</sup> A.R.S. § 29-251 states:

23 Except as provided in this chapter, a member, manager, employee, officer or agent of a  
24 limited liability company is not liable, solely by reason of being a member, manager,  
25 employee, officer or agent, for the debts, obligations and liabilities of the limited liability  
company whether arising in contract or tort, under a judgment, decree or order of a court  
or otherwise.

26 <sup>2</sup> NRS 86.371 ("Unless otherwise provided in the articles of organization or an agreement signed by the  
27 member or manager to be charged, no member or manager of any limited-liability company formed under  
28 the laws of this State is individually liable for the debts or liabilities of the company.").

1 them upon which relief can be granted. Accordingly, the Court should dismiss them from the  
2 case with prejudice.

3 **2. The TCPA is silent on the issue of officer liability, and is therefore**  
4 **inapplicable to Defendant's NRCP 12(b)(5) motion.**

5 Finally, the TCPA is silent regarding the issue of officer liability and therefore has no  
6 application to the issue of whether Mr. Hernandez and Mrs. Suito can be held personally liable in  
7 this case. *See* 47 USC § 227 *et seq.* In its brief, Mr. Edwards claims that the language of the  
8 TCPA provides an avenue for personal liability against corporate officers. Pl.'s Resp. at 10-16.,  
9 Mr. Edwards does not provide any portion of the TCPA language to support is argument,  
10 however, nor does Mr. Edwards provide any authoritative case or decision that interprets the  
11 TCPA in this way. *Id.*

12 No court in the Ninth Circuit or Nevada has adopted Mr. Edwards's tortured  
13 interpretation of the TCPA. The only potentially authoritative case interpreting the TCPA  
14 regarding officer liability is out the Third Circuit Court of Appeals. *See e.g. City Select Auto*  
15 *Sales Inc. v. David Randall Assocs., Inc.* from. 885 F.3d 154 (3d Cir. 2018).<sup>3</sup> In *City Select Auto*  
16 *Sales Inc.*, the Third Circuit (in stark contrast to the Mr. Edwards's position) held that the TCPA  
17 is silent on the issue of officer liability. *Id.* The court reasoned that if Congress intended to waive  
18 the protections of corporate liability then it would have expressly done so in the language of the  
19 TCPA itself—just as Congress has done in other federal laws. *Id.* (citing corporate antitrust  
20 violations under 15 USC § 24 as an example).

21 Here, Mr. Edwards's claim that the TCPA waives the corporate shield is without legal  
22 merit. The TCPA is silent on the matter and does not support any viable claim against Mr.

23  
24 <sup>3</sup> The persuasive authorities Mr. Edwards cites in its brief all required a direct commission or  
25 authorization of wrongful acts by the corporate officer before considering officer liability under the  
26 TCPA. *See e.g. Texas v. Am. Belfast, Inc.* 164 F.Supp. 2d. 892, 898 (W.D. Tex. 2001). Mr. Edwards  
27 conveniently ignores equally persuasive authority that declined to adopt *Am. Belfast, Inc.*'s tortured  
28 interpretation of the TCPA. *See e.g. Mais v. Gulf Coast Collection Bureau, Inc.*, No. 11-61936-CIV-  
SCOLA, 2013 WL 1283885, at \*3 n.1 (S.D. Fla. Mar. 27, 2013). Even if these cases were persuasive on  
this Court, Mr. Edwards failed to allege any specific instances where Mr. Hernandez or Mrs. Suito made a  
direct commission or authorization to violate the TCPA. *See Compl.* Thus, Mr. Hernandez and Mrs. Suito  
should still be dismissed with prejudice under NRCP 12(b)(6).

1 Hernandez and Mrs. Suito personally. For this reason, Mr. Edwards's claims against Hernandez  
2 and Mrs. Suito should be dismissed with prejudice pursuant to NRCP 12(b)(5).

3 C. MR. HERNANDEZ AND MRS. SUITO ARE ENTITLED TO A MORE  
4 DEFINITE STATEMENT.

5 For the sake of judicial economy, Mr. Hernandez and Mrs. Suito hereby incorporate by  
6 this reference the legal authorities and arguments set forth in C4A's reply in support of its  
7 motion for a more definite statement.

8 III. CONCLUSION

9 Mr. Hernandez and Mrs. Suito should be dismissed for lack of personal jurisdiction per  
10 NRCP 12(b)(2), for failure to state a claim against them upon which relief can be granted per  
11 NRCP 12(b)(5), and are entitled to a more definite statement per NRCP 12(e) so that they can  
12 reasonably prepare a response to the Complaint.

13 Dated this 20 day of October, 2019.

14 MARQUIS AURBACH COFFING

15 By 

16 Chad F. Clement, Esq.  
17 Nevada Bar No. 12192  
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25 acalaway@maclaw.com  
26 Attorneys for Defendants  
27 Cash4Asking, LLC; Eduardo Romay Hernandez;  
28 and Gladys Rionda Suito

**CERTIFICATE OF SERVICE**

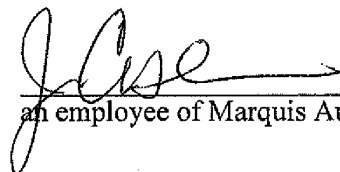
I hereby certify that the foregoing **DEFENDANTS EDUARDO ROMAY HERNANDEZ' AND GLADYS RIONDA SUITO'S REPLY IN SUPPORT OF MOTION TO DISMISS FOR LACK OF PERSONAL JURISDICTION, MOTION TO DISMISS FOR FAILURE TO STATE A CLAIM UPON WHICH RELIEF CAN BE GRANTED, AND MOTION FOR A MORE DEFINITE STATEMENT** was submitted electronically for filing and/or service with the Eighth Judicial District Court on the 28 day of October, 2019. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:<sup>4</sup>

Paul D.S. Edwards (pauldse@pauldsedwards.com)  
Plaintiff *pro se*

Brian Clark (bpc@clarkmccourt.com)

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

N/A

  
an employee of Marquis Aurbach Coffing

<sup>4</sup> Pursuant to EDCR 8.05(a), each party who submits an E-Filed document through the E-Filing System consents to electronic service in accordance with NRCP 5(b)(2)(D).

*Steven D. Grierson*

DISTRICT COURT  
CLARK COUNTY, NEVADA

\*\*\*\*\*

PAUL D.S. EDWARDS,

Plaintiff,

vs.

TIMESHARE LIQUIDATORS, LLC, et  
al,

Defendants.

CASE NO.: A-18-776375-C

CONSOLIDATED WITH:  
CASE NO.: A-19-799140-C

DEPARTMENT 27

**DECLARATION OF THE HONORABLE NANCY L. ALLF IN RESPONSE TO  
PLAINTIFF'S DECLARATION IN SUPPORT OF THE  
RECUSAL/DISQUALIFICATION OF JUDGE NANCY L. ALLF**

COUNTY OF CLARK     )  
STATE OF NEVADA    )

The Honorable Nancy L. Allf affirms under penalty of perjury as follows:

1. Affiant makes this declaration of facts and opinions personally known by her. When made upon information and belief, she so states.
2. Affiant holds Nevada bar number 000128, and was admitted to the practice of law in 1983. She practiced law continuously until January 1, 2011. On or about that date, she was sworn in as a District Court Judge presiding in Department XXVII, with an all civil docket.
3. On or about October 31, 2018, Affiant was assigned Case No. A-18-776375-C. The Complaint was filed by *Pro Se* Plaintiff Paul D.S. Edwards on June 19, 2018. Defendant's Answer to the Complaint was filed on February 6, 2019.

CLERK OF THE COURT

NANCY L. ALLF  
DISTRICT JUDGE  
DEPT XXVII  
LAS VEGAS, NV 89155

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- 1 4. On December 5, 2018, Affiant heard, and ultimately granted, Defendant's Motion to  
2 Dismiss. Affiant dismissed certain causes of actions with prejudice under Nevada law,  
3 while other causes of actions were dismissed with leave to amend.  
4  
5 5. Shortly thereafter, on April 17, 2019, *Pro Se* Plaintiff Edwards filed his First Amended  
6 Complaint.  
7  
8 6. Edwards subsequently filed a Second Amended Complaint on June 5, 2019, without  
9 seeking leave from the Court. Edwards ultimately filed a Motion of Withdrawal of  
10 Second Amended Complaint on June 20, 2019.  
11  
12 7. Defendant's Motion to Dismiss, Motion for More Definite Statement, and Motion to  
13 Strike [First Amended Complaint] was filed on May 1, 2019 and came for hearing  
14 before the Honorable Michael Cherry—presiding as a Senior Judge—on June 19, 2019.  
15 Justice Cherry took the matter under advisement. An Order dated August 27, 2019 was  
16 issued by Affiant granting Defendant's Motion to Dismiss the Second Amended  
17 Complaint in its entirety.  
18  
19 8. On June 20, 2019—less than 24 hours following the June 19, 2019 hearing—Plaintiff  
20 filed a Motion for Leave seeking to file a Second Amended Complaint. Affiant denied  
21 Plaintiff's Motion in her Order dated August 27, 2019.  
22  
23 9. On July 16, 2019, Plaintiff filed a Voluntary Dismissal of the instant action, which was  
24 then stricken in accordance with Affiant's Order dated August 6, 2019 because the  
25 Defendants have filed and served an answer in the case. Affiant found that the filing of  
26 an answer prohibits the voluntary dismissal of Plaintiff's actions without a Court order  
27 under NRCP 41(a)(2).  
28

///

- 1 10. On September 17, 2019, Defendants' Motion to Consolidate Cases with Plaintiff's  
2 second lawsuit in Case No. A-19-799140-C was filed. The matter came on for hearing  
3 on October 16, 2019. The Plaintiff did not oppose the Motion to Consolidate. Affiant  
4 granted Defendant's Motion to Consolidate because there were common questions of  
5 law and fact between both cases that should be adjudicated together in the interest of  
6 judicial efficiency under NRCP 42(a).  
7
- 8 11. On October 29, 2019, Affiant learned of Plaintiff's Declaration in Support of  
9 Disqualification after reviewing the Court's Daily Filings Reports. Affiant has not,  
10 however, been served with the declaration.  
11
- 12 12. On October 29, 2019 Affiant informed the Chief Judge that she would not proceed  
13 further with the matter until the disqualification matter was determined.  
14
- 15 13. Affiant has reviewed the Declaration to Disqualify and she makes this declaration in  
16 response to, and in opposition to the Declaration to Disqualify.  
17
- 18 14. As a judge, Affiant has "a duty to preside . . . in the absence of some statute, rule of  
19 court, ethical standard, or other compelling reason to the contrary." *Goldman v. Bryan*,  
20 104 Nev. 644, 649 (1988).  
21
- 22 15. A motion to disqualify made pursuant to the Nevada Code of Judicial Conduct can only  
23 be made if new grounds for a judge's disqualification are discovered and "must set  
24 forth facts and reasons sufficient to cause a reasonable person to question the judge's  
25 impartiality." *Towbin Dodge, LLC v. Eighth Judicial Dist. Court of State ex rel.*  
26 *County of Clark*, 121 Nev. 251, 260 (2005).  
27
- 28 16. "[D]isqualification must be factually necessary and not based on mere speculation."  
*People for Ethical Treatment of Animals*, 111 Nev. at 437.

1 17. The inquiry is an objective one and "limited to outward manifestations and reasonable  
2 inferences drawn therefrom." *Id.*

3 18. "The motion's allegations are not deemed to be true and may be controverted by the  
4 challenged judge." *Towbin Dodge*, 121 Nev. at 260.

5 19. Affiant has followed the Nevada Rules of Civil Procedure and Nevada law in rendering  
6 all of her decisions in the instant action.

7 20. Plaintiff supports his declaration in support of disqualification on the grounds that  
8 Affiant (1) has "expressed bias" against Plaintiff; and (2) failed to follow NRCP 41(a).

9 21. Affiant responds/answers as follows:

10 22. Affiant denies that she has "expressed bias against Plaintiff." As a judge, Affiant has a  
11 responsibility to decide matters assigned to her, except when disqualification is  
12 required by the Nevada Code of Judicial Conduct (NCJC) 2.11 or other law. NCJC 2.7.  
13 Moreover, as a judge, Affiant performs all duties of judicial office fairly and  
14 impartially, without bias or prejudice. NCJC 2.2 and 2.3.

15 23. Affiant denies that her Orders were signed by her Law Clerk. All of Affiant's Orders  
16 are either signed by herself or by another District Court Judge. Affiant's Law Clerk  
17 only initials orders following his review as to form.

18 24. Affiant denies that her Orders are "fugitive." All of the Orders in this action set forth  
19 *supra* are a result of Affiant's rulings on several pleadings filed by the parties, which all  
20 necessitated a ruling by the Court.

21 25. Affiant denies that she failed to follow NRCP 41(a)(1). Affiant finds that the filing of  
22 an answer prohibits the voluntary dismissal of Plaintiff's actions without a Court order  
23 under NRCP 41(a)(2).

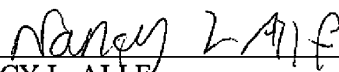
1 26. Affiant denies that her decision in consolidating the two actions involving the Plaintiff  
2 was "illegal." As noted *supra*, Affiant granted Defendant's unopposed Motion to  
3 Consolidate because there were common questions of law and fact between both cases  
4 that should be adjudicated together in the interest of judicial efficiency under NRCP  
5 42(a).  
6

7 27. Affiant recognizes the right of all parties to file Motions to Disqualify, and asserts that  
8 the filing of the instant matter will not affect her rulings or impartiality in this case, or  
9 any other. Affiant files this response in good faith and has no bias or prejudice against  
10 or for any party in this action. Affiant has no implied bias either, such as an interest in  
11 the action.  
12

13 28. In this matter, as in all matters, Affiant has and will continue to uphold and promote the  
14 independence, integrity, and impartiality of the judiciary and avoid impropriety and the  
15 appearance of impropriety.  
16

17 I declare under penalty of perjury that the foregoing is true and correct.

18 **DATED** this 29<sup>th</sup> day of October, 2019  
19

20  
21   
22 NANCY L. ALKE  
23 District Court Judge  
24  
25  
26  
27  
28

1  
2 **CERTIFICATE OF SERVICE**

3 I hereby certify that on or about the date filed, a copy of the foregoing was  
4 electronically served pursuant to N.E.F.C.R. Rule 9, to all registered parties in the  
5 Eighth Judicial District Court's Electronic Filing Program.

6 A copy of the foregoing was also mailed by United States Postal Service, Postage  
7 prepaid, to the proper parties listed below at their last known address(es) :

8 Paul D.S. Edwards  
9 713 Wheat Ridge Lane, Unit 203  
10 Las Vegas, NV 89145

11 

12 Karen Lawrence  
13 Judicial Executive Assistant  
14  
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28



1 **ROPP (CIV)**  
2 PAUL D.S. EDWARDS,  
3 Plaintiff *pro se*  
4 713 Wheat Ridge Lane, Unit 203,  
5 Las Vegas, Nevada 89145  
6 Landline Telephone: 702.341.1776  
7 Cellular Telephone: 702.893.1776  
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**DISTRICT COURT,  
CLARK COUNTY, NEVADA**

10 PAUL D.S. EDWARDS,

11 **Plaintiff,**

12 **vs.**

13 TIMESHARE LIQUIDATORS, LLC,  
14 a/d/b/a TLC RESORT LIQUIDATORS,  
15 a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
16 a/d/b/a TLC RESORTS VACATION CLUB,  
17 a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
18 a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
19 a/d/b/a VIP VACATIONS,  
20 a/d/b/a VIP INTERNATIONAL,  
21 and CASH4ASKING, LLC,  
22 a/d/b/a CASH4ASKING.COM,  
23 and STANLEY C. MULLIS, a/k/a STANLEY MULLIS,  
24 a/k/a STAN MULLIS,  
25 and ANGEL C. MULLIS, a/k/a ANGEL MULLIS,  
26 a/k/a ANGEL SANTILLI,  
27 and EDUARDO ROMAY HERNANDEZ,  
28 a/k/a EDUARDO L ROMAYHERNANDEZ,  
a/k/a EDUARDO ROMAY,  
a/k/a EDUARDO L. ROMAY HERNANDEZ,  
a/k/a HERNANDEZ EDUARDO ROMAY,  
a/k/a HERNANDEZ EDUARDO L ROMAY,  
a/k/a EDUARDO ROMAY,  
a/k/a MR EDUARDO L. ROMAY,  
and GLADYS C. RIONDA,  
a/k/a SUITO GLADYS RIONDA,  
a/k/a GLADYS C. RIONDA-SUITO,  
a/k/a GLADYS SUITO,  
a/k/a GLADYS RIONDA SUITO,  
and DOES I-X, and ROE CORPORATIONS XI-XX, et al.

**Defendants.**

**CASE NO.:** A-19-799140-C

**DEPT. NO.:** XXIII

**REPLY TO OPPOSITION TO  
MOTION FOR THIS COURT TO  
TAKE JUDICIAL NOTICE THAT  
DISTRICT COURT JUDGE  
NANCY L. ALLF IS WITHOUT  
JURISDICTION TO  
CONSOLIDATE THE CLOSED  
CASE NO. A-18-776375-C WITH  
THE CASE BEFORE THIS  
COURT CASE NO. A-19-799140-C**

1 TIMESHARE LIQUIDATORS, LLC,  
a/d/b/a TLC RESORT LIQUIDATORS,  
2 a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
a/d/b/a TLC RESORTS VACATION CLUB,  
3 a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
4 a/d/b/a VIP VACATIONS, a/d/b/a VIP INTERNATIONAL.

5 **Counter-Claimants,**

6 **vs.**

7 PAUL D.S. EDWARDS,

8 **Counter-Defendant.**  
9

10 Upon review of Defendants<sup>1</sup> “Opposition to Motion for this Court to Take Judicial Notice  
11 That District Court Judge Nancy L. Alf is Without Jurisdiction to Consolidate the Closed Case No.  
12 A-18-776375-C With The Case Before this Court Case No. A-19-799140-C” (“**Opposition**”),  
13 Plaintiff finds Defendants assertion that—

14 The Court’s prior orders, however, and indeed even the Nevada  
Supreme Court’s order dismissing Mr. Edwards’ appeal, appear to  
15 recognize that an answer had been filed, negating the voluntary  
dismissal, and that this Court had not adjudicated all claims against  
16 all parties in the 2018. Thus, the 2018 case was not voluntarily  
dismissed or otherwise adjudicated in full, and indeed it remained live  
17 and active. Opposition, Pge. 3 of 5, ¶¶ 12-17—

18 not just *inaccurate*, but, as presented, appears to be intentionally *disguised* from the facts.

19 Admitting that Plaintiff has appealed Case No. A-18-776375-C, the Nevada Supreme Court  
20 dismissing Plaintiff’s appeal is absent any association with Plaintiff’s [Court Approved] Voluntary  
21 Dismissal. The *irrefutable fact* is that the Order Dismissing Plaintiff’s Appeal is [totally] void of any  
22 reference, mention, indication, or comment to Plaintiff’s Voluntary Dismissal. Plaintiff’s appeal was  
23 dismissed on other grounds, hence, the Court stated it lacked jurisdiction. More importantly, no  
24 Remittitur has yet been issued by the Supreme Court, pertaining to Plaintiff’s appeal No. 79545.

25 \_\_\_\_\_  
26 <sup>1</sup>CASH4ASKING, LLC, a/d/b/a CASH4ASKING.COM (“**C4A**”), and EDUARDO ROMAY  
HERNANDEZ, a/k/a EDUARDO L ROMAYHERNANDEZ, a/k/a EDUARDO ROMAY, a/k/a  
27 EDUARDO L. ROMAY HERNANDEZ, a/k/a HERNANDEZ EDUARDO ROMAY, a/k/a  
HERNANDEZ EDUARDO L ROMAY, a/k/a EDUARDO ROMAY, a/k/a MR EDUARDO L.  
28 ROMAY (“**ROMAY**”), and GLADYS C. RIONDA, a/k/a SUITO GLADYS RIONDA, a/k/a  
GLADYS C. RIONDA-SUITO, a/k/a GLADYS SUITO, a/k/a GLADYS RIONDA SUITO’s  
 (“**SUITO**”) (collectively “**Defendants**”).

1 **I. Jurisdiction Has Not Been Re-Vested to the District Court Associated With Case No.**  
2 **A-18-776375-C, Because No Remittitur Has Been Issued:**

3 Subsequent to the Order Dismissing Appeal having issued, Plaintiff filed, with the Nevada  
4 Supreme Court, a Petition for Rehearing. That Petition is currently under consideration.

5 Rather than misleading this Court, as Defendants are attempting to do, the first [*indisputable*]  
6 *fact*, associated with Plaintiff's appeal No. 79545, is that the Nevada Supreme Court has not yet  
7 issued a Remittitur pertaining to Plaintiff's appeal. Consequently, jurisdiction remains with the  
8 Nevada Supreme Court until such time the Court issues a Remittitur.

9 Accordingly, the District Court will [only] regain jurisdiction over Case No. A-18-776375-C  
10 when a Remittitur issues pertaining to appeal No. 79545.

11 Remittitur is the process by which the appellate court terminates its jurisdiction over an  
12 appeal, or Rehearing and en banc reconsideration. If a timely petition for rehearing, or  
13 reconsideration en banc is filed, **the remittitur is automatically stayed**, and no motion to stay  
14 remittitur is required. NRAP 41(b)(1). See *Branch Banking & Tr. Co. v. Gerrard, Esq.*, 134 Nev.  
15 Adv. Op. 106 (Dec. 27, 2018)(In Nevada, an appeal concludes and appellate jurisdiction ends upon  
16 issuance of the remittitur from this court to the district court. See NRAP 41(a)).

17 In *Phillip Emerson v. the Eighth Judicial District Court of the State of Nevada*, 263 P.3d 224  
18 (Nev. 10/06/2011) the Nevada Supreme Court held that **the district court only retains jurisdiction**  
19 **to collateral matters that do not affect the merits of [the appellant's] appeal, after an appeal**  
20 **is filed. (emphasis added).**

21 Also see *Mack-Manley v. Manley*, 122 Nev. 849, 855, 138 P.3d 525, 529 (2006) (A timely  
22 notice of appeal divests the district court of jurisdiction to revisit matters pending on appeal,  
23 but, the district court retains jurisdiction over "matters collateral to and independent from the  
24 appealed order.")(Once a notice of appeal is timely and properly filed, the district court is divested  
25 of jurisdiction to enter further orders granting relief on the same subject matter. *Mack-Manley v.*  
26 *Manley*, 122 Nev. 849, 855, 138 P.3d 525, 529-30 (2006)); *Kantor v. Kantor*, 116 Nev. 886, 894-95,  
27 8 P.3d 825, 830 (2000) (holding that, although a timely notice of appeal divests the district court of  
28

1 jurisdiction and vests jurisdiction in this court, the district court had jurisdiction to award attorney  
2 fees while an appeal of the underlying divorce decree was pending because the “collateral matter did  
3 not affect the merits of [the appellant’s] appeal”); *Dickerson v. State*, 114 Nev. 1084, 1087, 967 P.2d  
4 1132, 1134 (1998) (“The purpose of a remittitur, aside from returning the record on appeal to the  
5 district court, is twofold: it divests this court of jurisdiction over the appeal and returns jurisdiction  
6 to the district court, and it formally informs the district court of this court’s final resolution of the  
7 appeal.”).

8       Through issuance of the remittitur, the appellate court terminates its own jurisdiction and re-  
9 vests jurisdiction in the district court. See *Buffington v. State*, 110 Nev. 124, 126, 868 P.2d 643, 644  
10 (1994) (“[T]he supreme court has control and supervision of an appealed matter from the filing of  
11 the notice of appeal until the issuance of the certificate of judgment.”). The district court does not  
12 regain jurisdiction to act until remittitur is issued, transmitted and received. *Id.* At that time, the  
13 parties and/or the district court may take such action that is directed by the appellate court.

14       Even *assuming arguendo*, Plaintiff had not filed a [Court Approved] Voluntary Dismissal,  
15 the [mere] fact Plaintiff has appealed Case No. A-18-776375-C, in-and-of-itself [has] divested the  
16 District Courts jurisdiction associated with Case No. A-18-776375-C— including, but not limited  
17 to Judge Allf’s Department 27.

18       Consequently, any actions taken by the Judge Allf, on and after August 30, 2019, are invalid.

19       Because no Remittitur has been issued regarding Plaintiff’s [current] appeal No. 79545  
20 (pertaining to Case No. A-18-776375-C), the District Courts remains divested of jurisdiction  
21 pertaining to Case No. A-18-776375-C. Accordingly, any motions filed; any hearings held; and any  
22 orders issued or entered, affecting the merits of Case No. A-18-776375-C, are bootless and invalid—  
23 therefore unenforceable.

24 . . .

25 . . .

26 . . .

27

28

1 **II. Plaintiff's "Motion for this Court to Take Judicial Notice That District Court Judge**  
2 **Nancy L. Allf is Without Jurisdiction to Consolidate the Closed Case No. A-18-776375-**  
3 **C With The Case Before this Court Case No. A-19-799140-C" Complies With NRS**  
4 **47.130 & NRS 47.134:**

5 **Pursuant to NRS 47.130—**

- 6 1. The facts subject to judicial notice are facts in issue or facts from  
7 which they may be inferred.
- 8 2. A judicially noticed fact must be:
- 9 (a) Generally known within the territorial jurisdiction of the  
10 trial court; or
- 11 (b) Capable of accurate and ready determination by resort to  
12 sources whose accuracy cannot reasonably be questioned,  
13 so that the fact is not subject to reasonable dispute.

14 Here, Plaintiff's "Motion for this Court to Take Judicial Notice That District Court Judge  
15 Nancy L. Allf is Without Jurisdiction to Consolidate the Closed Case No. A-18-776375-C With The  
16 Case Before this Court Case No. A-19-799140-C" ("**Motion**"), meets the standards under NRS  
17 47.130(1), because [every] fact put-forth in Plaintiff's Motion are facts in issue, or facts from which  
18 they may be inferred. Moreover, each fact is or was generally known within the jurisdiction of the  
19 District Court, or were capable of accurate determination by sources, or references to sources, whose  
20 accuracy cannot reasonably be questioned— consequently, the facts put-forth in Plaintiff's Motion  
21 are not subject to reasonable dispute.

22 **Pursuant to NRS 47.140—**

23 The laws subject to judicial notice are:

24 \*\*\*\*\*

- 25 2. The Constitution of this State and Nevada Revised Statutes.
- 26 3. Any other statute of this State if brought to the attention of the  
27 court by its title and the day of its passage.  
28 \*\*\*\*\*
- 29 6. A regulation not included in the Nevada Administrative Code if  
30 adopted in accordance with law and brought to the attention of the  
31 court.  
32 \*\*\*\*\*
- 33 8. The constitution, statutes or other written law of any other state or  
34 territory of the United States, or of any foreign jurisdiction, as  
35 contained in a book or pamphlet published by its authority or  
36 proved to be commonly recognized in its courts.

1 As with Plaintiff's compliance with NRS 47.130, a review of Plaintiff's Motion evidences  
2 that it [also] meets the broad standards listed under NRS 47.140.

3 Plaintiff's Motion references to a number of Nevada Revised Statutes laws ("NRS"); other  
4 statute of this State; and statutes, or other written law, of any other state...as contained in a book or  
5 pamphlet published by its authority or proved to be commonly recognized in its courts. Accordingly,  
6 Plaintiff has complied with NRS 47.130(2), (3), (6) & (8).

7 **III. Judge Allf's MINUTE ORDER Consolidating Case No. A-19-799140-C With Case No.**  
8 **A-18-776375-C IS NOT ENFORCEABLE, Because NO ORDER HAS BEEN**  
**ENTERED:**

9 Simply put— **An order is not effective "for any purpose" until it is entered.** *Tener v.*  
10 *Babcock*, 97 Nev. 369, 370, 632 P.2d 1140 (1981). The "Entry" of an order means the filing of the  
11 written order with the clerk of the court. Accordingly, **the court's oral pronouncement from the**  
12 **bench, the clerk's minute order, and even an unfiled written order are ineffective "for any**  
13 **purpose."** *Div. of Child & Family Servs. v. Eighth Judicial. Dist. Court*, 120 Nev. 445, 454, 92 P.3d  
14 1239, 1245 (2004). See also *Musso v. Triplett*, 78 Nev. 355, 357, 372 P.2d 687, 689 (1962) (minute  
15 order is not appealable).

16 In the instant matter NO ORDER has been "Entered" with the "Clerk of the Court"—  
17 consequently, because NO ORDER has been "Entered," Judge Allf's "Minute Order" (dated October  
18 16, 2019) is invalid and unenforceable. Because any consolidation [substantially] impacts the merits  
19 of Plaintiff's law suit, an Order **must** be Entered.

20 DATED this 30th day of October 2019.

21 PAUL D.S. EDWARDS,

22  
23 /s/ Paul D.S. Edwards  
24 Paul D.S. Edwards  
25 713 Wheat Ridge Lane, Unit 203  
26 Las Vegas, Nevada 89145  
27 Landline Telephone: 702.341.1776  
28 Cellular Telephone: 702.893.1776  
Email: pauldse@pauldsedwards.com  
Plaintiff, *pro se*

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1. Reply to Opposition to Motion for this Court to Take Judicial Notice That District Court Judge Nancy L. Allf is Without Jurisdiction to Consolidate the Closed Case No. A-18-776375-C with the Case Before this Court Case No. A-19-799140-C

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Chad F. Clement, MARQUIS AURBACH COFFING  
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Designee for Plaintiff



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4 Las Vegas, Nevada 89145  
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6 Cellular Telephone: 702.893.1776  
7 Email: pauldse@pauldsedwards.com  
8 Plaintiff/Counter-Defendant, *pro se*

9  
10 **DISTRICT COURT,**  
11 **CLARK COUNTY, NEVADA**

12 PAUL D.S. EDWARDS,

13 **Plaintiff,**

14 **vs.**

15 TIMESHARE LIQUIDATORS, LLC,  
16 a/d/b/a TLC RESORT LIQUIDATORS,  
17 a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
18 a/d/b/a TLC RESORTS VACATION CLUB,  
19 a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
20 a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
21 a/d/b/a VIP VACATIONS,  
22 a/d/b/a VIP INTERNATIONAL,  
23 and CASH4ASKING, LLC,  
24 a/d/b/a CASH4ASKING.COM,  
25 and STANLEY C. MULLIS, a/k/a STANLEY MULLIS,  
26 a/k/a STAN MULLIS,  
27 and ANGEL C. MULLIS, a/k/a ANGEL MULLIS,  
28 a/k/a ANGEL SANTILLI,  
and EDUARDO ROMAY HERNANDEZ,  
a/k/a EDUARDO L ROMAYHERNANDEZ,  
a/k/a EDUARDO ROMAY,  
a/k/a EDUARDO L. ROMAY HERNANDEZ,  
a/k/a HERNANDEZ EDUARDO ROMAY,  
a/k/a HERNANDEZ EDUARDO L ROMAY,  
a/k/a EDUARDO ROMAY,  
a/k/a MR EDUARDO L. ROMAY,  
and GLADYS C. RIONDA,  
a/k/a SUITO GLADYS RIONDA,  
a/k/a GLADYS C. RIONDA-SUITO,  
a/k/a GLADYS SUITO,  
a/k/a GLADYS RIONDA SUITO,  
and DOES I-X, and ROE CORPORATIONS XI-XX, et al.

**Defendants.**

**CASE NO.:** A-19-799140-C

**DEPT. NO.:** XXVII

**DECLARATION OF PLAINTIFF  
COUNTER-DEFENDANT  
PAUL D.S. EDWARDS  
IN RESPONSE TO  
DECLARATION OF THE  
HONORABLE NANCY L. ALLF  
RESPONSE TO  
PLAINTIFF'S DECLARATION  
IN SUPPORT OF THE  
RECUSAL/DISQUALIFICATION  
OF JUDGE NANCY L. ALLF**

1 TIMESHARE LIQUIDATORS, LLC,  
2 a/d/b/a TLC RESORT LIQUIDATORS,  
3 a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
4 a/d/b/a TLC RESORTS VACATION CLUB,  
5 a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
6 a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
7 a/d/b/a VIP VACATIONS, a/d/b/a VIP INTERNATIONAL.

8 **Counter-Claimants,**

9 **vs.**

10 PAUL D.S. EDWARDS,

11 **Counter-Defendant.**

12  
13 **DECLARATION OF PLAINTIFF/COUNTER-DEFENDANT PAUL D.S. EDWARDS**  
14 **IN RESPONSE TO DECLARATION OF THE HONORABLE NANCY L. ALLF**  
15 **RESPONSE TO PLAINTIFF'S DECLARATION IN SUPPORT OF THE**  
16 **RECUSAL/DISQUALIFICATION OF JUDGE NANCY L. ALLF**

17 I, Paul D.S. Edwards, Plaintiff *in proper person* in the above-entitled case ("**Plaintiff**" or  
18 "**Declarant**"), make this "Declaration of Plaintiff/Counter-Defendant Paul D.S. Edwards in  
19 Response to Declaration of the Honorable Nancy L. Allf Response to Plaintiff's Declaration in  
20 Support of the Recusal/Disqualification of Judge Nancy L. Allf" ("**Second Declaration**"), and state  
21 that I am familiar with events, directly and indirectly, and have knowledge associated with Case No.  
22 A-18-776375-C and Case No. A-19-799140-C, and based my knowledge, information, and belief,  
23 hereby states as follows:

24 1. That on October 29, 2019, pursuant to NRS 1.235 (4),<sup>1</sup> Plaintiff had an independent  
25 third-party [attempt] to deliver to [either] Judge Nancy L. Allf (personally), or a person of suitable  
26 age, and discretion, employed at Department 27, a copy of Plaintiff's "Declaration of Plaintiff  
27 Counter-Defendant PAUL D.S. EDWARDS in Support of the Recusal/Disqualification of Judge  
28 Nancy L. Allf, District Court Judge, Department 27, Eighth Judicial District Court, Clark County,  
Nevada" ("**First Declaration**").

<sup>1</sup>At the time the affidavit is filed, a copy must be served upon the judge sought to be disqualified. Service must be made by delivering the copy to the judge personally or by leaving it at the judge's chambers with some person of suitable age and discretion employed therein.

1           2.       That on October 29, 2019, two (2) attempts were made by the independent third-party  
2 to deliver Plaintiff's First Declaration to Department 27, however, over Department 27's intercom,  
3 the independent third-party was told that the Department refuses to accept the Declaration, and to  
4 leave the document at Department 27's in-box.

5           3.       That on October 29, 2019, at [approximately] 3:15 p.m, the independent third-party  
6 telephoned Plaintiff, and explained the issue. Plaintiff told the caller to leave the First Declaration  
7 at Department 27's in-box.

8           4.       That on October 29, 2019, **before** receiving a copy of Plaintiff's Declaration, and  
9 based on reviewing the Court's Daily Filings Reports, Judge Allf prepared, filed, and e-served (at  
10 3:58 p.m.<sup>2</sup>) her "Declaration of the Honorable Nancy L. Allf in Response to Plaintiff's Declaration  
11 in Support of the Recusal/Disqualification of Judge Nancy L. Allf" ("**Judge Allf's Declaration**").

12           5.       That, in her Declaration, Judge Allf states the following—

13                   "On July 16, 2019, Plaintiff filed a Voluntary Dismissal of the instant  
14 action, which was then stricken in accordance with Affiant's Order  
15 dated August 6, 2019 because the Defendants have filed and served an  
16 answer in the case. Affiant found that the of an answer prohibits the  
voluntary dismissal of Plaintiff's actions without a court order under  
NRCp 41(a)(2)." Judge Allf's Declaration, Pge. 2, Item 9, ¶¶ 21-25.

17           6.       That, Judge Allf's Order striking Plaintiff's Voluntary Dismissal was issued *sua*  
18 *sponte*,<sup>3</sup> hence, without notice; without a hearing on the matter; and without allowing Plaintiff to put-  
19 fourth any oppositions.

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21           <sup>2</sup>Plaintiff was [also] e-served a copy of Judge Allf's Declaration at 4:00 p.m., and received an email  
22 of Judge Allf's Declaration on October 30, 2019@12:41 p.m.

23           <sup>3</sup>Although courts possess certain inherent powers, their exercise is almost always contingent on the  
24 giving of notice and an opportunity to be heard. Without notice and an opportunity to be heard, *sua*  
25 *sponte* orders affecting substantive rights are invalid. See *Johanson v. Eighth Judicial Dist.*  
26 *Court*, 124 Nev. 245, 253, 182 P.3d 94, 99 (2008) (holding that party is entitled to notice and hearing  
27 before gag order can be imposed); *Awada v. Shuffle Master, Inc.*, 123 Nev. 613, 621 n.26, 173 P.3d  
28 707, 712 n.26 (2007) ("A party's rights to notice and an opportunity to be heard are paramount and  
do not vary based on the merits of the case"); *Soebbing v. Carpet Barn, Inc.*, 109 Nev. 78, 84, 847  
P.2d 731, 735 (1993) (reversal of *sua sponte* summary judgment); *Horvath v. Gladstone*, 97 Nev.  
594, 596 n.1, 637 P.2d 531, 533 n.1 (1981) (*sua sponte* amended judgment is void).

1           7.     That, in her Declaration, Judge Allf states that she struck Plaintiff's Voluntary  
2 Dismissal "...because the Defendants have filed and served an answer." Judge Allf's Declaration,  
3 Pge. 2, Item 9, ¶¶ 22-23.

4           8.     That Defendants did not file any Answer<sup>4</sup> to Plaintiff's [Court Ordered] First  
5 Amended Complaint.<sup>5</sup>

6           9.     That, because Defendants did not file any Answer to Plaintiff's First Amended  
7 Complaint (Amended Pleading), Plaintiff's Voluntary Dismissal met the requirements of NRCP,  
8 Rule 41(a)(1)(i)— accordingly, closing Case No. A-18-776375-C.

9           10.    That, in her Declaration, Judge Allf states the following—  
10                "Affiant denied Plaintiff's Motion in her Order dated August 27,  
11                2019." Judge Allf's Declaration, Pge. 2, Item 8, ¶¶ 17-20.

12          11.    That Judge Allf's August 27, 2019 Order, denying Plaintiff's Motion for Leave to File  
13 a Second Amended Complaint, was issued *sua sponte*,<sup>6</sup> hence, without notice; without a hearing on  
14 the matter; and without allowing Plaintiff to put-fourth any oppositions.

15          12.    That, omitted from Judge Allf's Declaration is the relevant, crucial fact that, on  
16 August 30, 2019, Plaintiff appealed Case No. A-18-776375-C to the Nevada Supreme Court.

17          13.    That the filing of Plaintiff's Appeal divested Judge Allf of jurisdiction associated with  
18 Case No. A-18-776375-C.<sup>7</sup>

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19

20 <sup>4</sup>**Time to Respond.** Unless the court orders otherwise, any required response to an amended pleading  
21 must be made within the time remaining to respond to the original pleading or within 14 days after  
22 service of the amended pleading, whichever is later. NRCP, Rule 15(a)(3).

23 <sup>5</sup>See *Randono v. Ballow*, 100 Nev. 142, 143, 676 P.2d 807, 808 (1984), citing *Campbell v. Deddens*,  
24 518 P.2d 1012 (Ariz.Ct.App. 1974) ("...where a complaint is amended in a material way...The court  
25 reasoned that the defendant's answer to the amended complaint constituted his first responsive  
26 pleading to the merits of the plaintiff's claim, even though the defendant had responded to the  
27 original complaint. (emphasis added).

28 <sup>6</sup>See *n.3, supra*.

<sup>7</sup>In *Phillip Emerson v. the Eighth Judicial District Court of the State of Nevada*, 263 P.3d 224 (Nev.  
10/06/2011) the Nevada Supreme Court held that **the district court only retains jurisdiction to  
collateral matters that do not affect the merits of [the appellant's] appeal, after an appeal is  
filed. (emphasis added).** Also see *Mack-Manley v. Manley*, 122 Nev. 849, 855, 138 P.3d 525, 529  
(continued...)

**14.** That, until the Nevada Supreme Court issues a Remittitur,<sup>8</sup> associated with Plaintiff's Appeal (Supreme Court No.: 79545), Judge Allf remains divested of jurisdiction associated with Case No. A-18-776375-C.

**15.** That, [also] omitted from Judge Allf's Declaration is the relevant, crucial fact that on August 27, 2019, Judge Allf issued, and had Entered her Order "Granting Defendant's Motion to Dismiss, Motion for More Definite Statement and Motion to Strike."

**16.** That the August 27, 2019 Order, “Granting Defendant's Motion to Dismiss, Motion for More Definite Statement and Motion to Strike,” effectively, by its own language, dismissed Plaintiff’s First Amended Complaint.

**17.** This Declaration is filed in good faith and not interposed for delay.

**"I declare under penalty of perjury that the foregoing is true and correct."**

EXECUTED this 31st day of October 2019.

Respectfully submitted,

PAUL D.S. EDWARDS

*[Handwritten signature]*

Paul D.S. Edwards  
713 Wheat Ridge Lane, Unit 203  
Las Vegas, Nevada 89145  
Landline Telephone: 702.341.1776  
Cellular Telephone: 702.893.1776  
Email: pauldse@pauldsedwards.com  
Plaintiff, *pro se*

1 **CERTIFICATE OF E-SERVICE**

2 I HEREBY CERTIFY that, on the 31st day of October 2019, pursuant to the Nevada  
3 Electronic Filing and Conversion Rules (NEFCR) & N.R.C.P., Rule 5(b)(4), I e-served a true and  
4 correct copy of the following document:

- 5 1. Declaration of Plaintiff/Counter-Defendant Paul D.S. Edwards in Response to  
6 Declaration of the Honorable Nancy L. Alf Response to Plaintiff's Declaration in  
Support of the Recusal/Disqualification of Judge Nancy L. Alf

7 to the following:

8  
9 Brian P. Clark, CLARK MCCOURT  
bpc@clarkmccomi.com

10 Chad F. Clement, MARQUIS AURBACH COFFING  
11 cclement@maclaw.com

12 Pursuant to NRS 1.235, on November 1, 2019, Plaintiff also caused a copy of this  
13 "Declaration of Plaintiff/Counter-Defendant Paul D.S. Edwards in Response to Declaration of the  
14 Honorable Nancy L. Alf Response to Plaintiff's Declaration in Support of the  
15 Recusal/Disqualification of Judge Nancy L. Alf," to be hand delivered to Department 27, Eighth  
16 Judicial District Court, Clark County, Nevada.

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27  
28



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Designee for Plaintiff



1 **OBJ (CIV)**  
2 PAUL D.S. EDWARDS,  
3 Plaintiff *pro se*  
4 713 Wheat Ridge Lane, Unit 203,  
5 Las Vegas, Nevada 89145  
6 Landline Telephone: 702.341.1776  
7 Cellular Telephone: 702.893.1776  
8 Email: pauldse@pauldsedwards.com

9  
10 **DISTRICT COURT,**  
11 **CLARK COUNTY, NEVADA**

12 PAUL D.S. EDWARDS,

13 **Plaintiff,**

14 **vs.**

15 TIMESHARE LIQUIDATORS, LLC,  
16 a/d/b/a TLC RESORT LIQUIDATORS,  
17 a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
18 a/d/b/a TLC RESORTS VACATION CLUB,  
19 a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
20 a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
21 a/d/b/a VIP VACATIONS,  
22 a/d/b/a VIP INTERNATIONAL,  
23 and CASH4ASKING, LLC,  
24 a/d/b/a CASH4ASKING.COM,  
25 and STANLEY C. MULLIS, a/k/a STANLEY MULLIS,  
26 a/k/a STAN MULLIS,  
27 and ANGEL C. MULLIS, a/k/a ANGEL MULLIS,  
28 a/k/a ANGEL SANTILLI,  
and EDUARDO ROMAY HERNANDEZ,  
a/k/a EDUARDO L ROMAYHERNANDEZ,  
a/k/a EDUARDO ROMAY,  
a/k/a EDUARDO L. ROMAY HERNANDEZ,  
a/k/a HERNANDEZ EDUARDO ROMAY,  
a/k/a HERNANDEZ EDUARDO L ROMAY,  
a/k/a EDUARDO ROMAY,  
a/k/a MR EDUARDO L. ROMAY,  
and GLADYS C. RIONDA,  
a/k/a SUITO GLADYS RIONDA,  
a/k/a GLADYS C. RIONDA-SUITO,  
a/k/a GLADYS SUITO,  
a/k/a GLADYS RIONDA SUITO,  
and DOES I-X, and ROE CORPORATIONS XI-XX, et al.

**Defendants.**

**CASE NO.:** A-19-799140-C

**DEPT. NO.:** XXIII

**OBJECTION TO  
DECISION AND ORDER**

1 TIMESHARE LIQUIDATORS, LLC,  
a/d/b/a TLC RESORT LIQUIDATORS,  
2 a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
a/d/b/a TLC RESORTS VACATION CLUB,  
3 a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
4 a/d/b/a VIP VACATIONS, a/d/b/a VIP INTERNATIONAL,

5 **Counter-Claimants,**

6 **vs.**

7 PAUL D.S. EDWARDS,

8 **Counter-Defendant.**  
9

10 On November 18, 2019, the Honorable Linda Marie Bell, Chief Judge, Eighth Judicial  
11 District Court, issued a Decision and Order (“**D&O**”) denying Plaintiff Paul D. S. Edwards’  
12 (“**Plaintiff**”) request to disqualify Judge Nancy Allf. In the D&O, [it appears] Judge Bell limited her  
13 ruling on two (2) findings. Findings that Plaintiff maintains are *flawed and counterfactual*. Findings  
14 that *overlooked [the] actual facts*, and [additional] issues raised by Plaintiff.

15 Plaintiff contends [that] those *actual facts* evidence a series of *abuse of discretions*<sup>1</sup>  
16 connoting bias. Here, Plaintiff holds that Judge Allf’s decisions, as they directly pertain to Plaintiff,  
17 does not avoid the appearance of impropriety.

18 **I. Finding 1:**

19 In her D&O, Judge Bell found that “...opposing party<sup>2</sup> had already filed and served an answer  
20 on February 6, 2019 (**notation added**). D&O, Pge. 4, ¶¶ 18-19. The second finding was that  
21 “...Judge Allf granted the unopposed motion on August 27, 2019.” (**emphasis added**).

22 However, and no disrespect intended, it appears the language in the D&O is unilateral—  
23 representing Judge Allf’s accounting, and [again], makes no reference to Plaintiff’s *factual*  
24 *assertions*, and *irrefutable facts*.

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25 <sup>1</sup>An *abuse of discretion* is defined as: An adjudicator’s failure to exercise sound, reasonable, and  
26 legal decision-making. *Black’s Law Dictionary*, 12 (10th ed. 2014).

27 <sup>2</sup>“...opposing party...” has the same meaning as Defendants TIMESHARE LIQUIDATORS, LLC,  
a/d/b/a TLC RESORT LIQUIDATORS, a/d/b/a TLC RESORTS VACATION CLUB, LLC, a/d/b/a  
28 TLC RESORTS VACATION CLUB, a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM, a/d/b/a  
TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL, a/d/b/a VIP VACATIONS, a/d/b/a VIP  
INTERNATIONAL (**collectively “Defendants”**).

1 Case-in-point. The D&O states [*albeit inaccurately*] that “...Judge Allf **granted the**  
2 **unopposed motion on August 27, 2019.**” (emphasis added). However, if the facts were reviewed,  
3 that finding would have been found to be [*factually*] inaccurate.

4 **The irrefutable fact is that [initially]— on August 6, 2019,** seven (7) days after  
5 **Defendants filed** “Defendant’s Motion to Set Aside Plaintiff’s Notice of Voluntary Dismissal, or  
6 in the Alternative, for Relief Pursuant to NRCP 41(a)(2)” (“**Motion**”), Judge Allf, *sue sponte*,  
7 *prepared and filed* a premature Order<sup>3</sup> granting the Motion. **Not [initially] on August 27, 2019,** as  
8 asserted in the D&O.

9 The **August 6, 2019** [filing] date is critical, because the [*premature*] filing of the August 6,  
10 2019 Order obstructed Plaintiff from filing any opposition to Defendants Motion. Even more so, the  
11 [*premature*] filing of the August 6, 2019 Order denied Plaintiff his due-process, because, pursuant  
12 to NRCP, Rule 6(a)(1), **Plaintiff had until August 13, 2019 to file any Opposition** to Defendants’  
13 Motion.<sup>4</sup>

14 Consequently, *it is disingenuous* for the D&O to claim that Plaintiff failed to oppose  
15 Defendants motion, when, *the irrefutable fact is*, Plaintiff was denied the opportunity (and mandated  
16 time) to oppose Defendants Motion. In other words, Judge Allf’s August 6, 2019 Order closed the  
17 door on Plaintiff’s due-process. Accordingly, denying Plaintiff the time to file an opposition to  
18 Defendants Motion constituted an *extreme abuse of discretion*.

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20  
21 <sup>3</sup>The Order states, in pertinent part— “The Plaintiff’s Voluntary Dismissal is hereby set aside and  
22 stricken from the Record.” A copy of the Order is attached hereto and incorporated herein as **Exhibit**  
**1.**

23 <sup>4</sup>**On July 30, 2019, Defendants filed their Motion.** Pursuant to NRCP, Rule 6(a)(1), **Plaintiff had**  
24 **until August 13, 2019 to file any Opposition** to Defendants’ Motion. However, **on August 6, 2019,**  
25 **seven (7) days after** Defendants filed their Motion, Judge Allf, *sue sponte*, and prematurely, filed  
26 an Order granting Defendants Motion. Presuming Plaintiff wanted to file an opposition to Defendants  
27 Motion, **Plaintiff had until August 13, 2019** to do so. Hence, the **premature** [*sua sponte*] filing of  
28 Judge Allf’s August 6, 2019 Order **denied Plaintiff** the required length-of-time (fourteen (14) days)  
to file any opposition to Defendants Motion. The [initial] Order that deprived Plaintiff the due-  
process opportunity to respond to (oppose) Defendants motion **actually was filed on August 6,**  
**2019, not on August 27, 2019** as asserted in the D&O. Also see Page 6, ¶¶ 5-20 of “Declaration of  
Plaintiff Counter-Defendant Paul D.S. Edwards in Support of the Recusal/Disqualification of Judge  
Nancy L. Allf, District Court Judge, Department 27, Eighth Judicial District Court, Clark County,  
Nevada”.

1           The August 27, 2019 order, referenced in the D&O, was prepared by Defendants counsel,  
2 Brian P. Clark, and granted by Judge Allf. That order (in part) **reiterated the [initially filed] August**  
3 **6, 2019 Order**.<sup>5</sup> In addition to the August 27, 2019 order (Exhibit 2), three (3) additional orders  
4 [prepared by Defendants counsel, Brian P. Clark, and granted by Judge Allf] were also filed on  
5 August 27, 2019.<sup>6</sup> One of the orders filed on August 27, 2019 (Exhibit 3), evidences dismissing  
6 every claim; dismissing parties not named as Defendants; dismissing admissible evidence (without  
7 [first] providing Plaintiff the opportunity to conduct an evidentiary hearing); dismissing words and  
8 phrases that Defendants were unhappy with; dismissing public information; and may have included  
9 dismissing the [proverbial] kitchen sink.

10           Plaintiff holds that the August 27, 2019 order (Exhibit 3) dismissed all of Plaintiff's claims  
11 and causes of actions, leaving Plaintiff's [Court Ordered] First Amended Complaint with hollow,  
12 inconsequential meaningless words, and no case to move forward with.

13           Interestingly, the District Court Register of Actions - Case No. A-18-776375-C, for August  
14 6, 2019, evidences a judgment entered against Plaintiff, and for Defendants Timeshare Liquidators  
15 LLC (Defendant), Stanley C Mullis (Defendant), Angel C Mullis (Defendant), Jonathan Robert  
16 Jossel (Defendant), Cash4Asking LLC (Defendant), Eduardo Romay Hernandez (Defendant), Gladys  
17 C. Rionda (Defendant). However, Stanley C Mullis (Defendant), Angel C Mullis (Defendant),  
18 Jonathan Robert Jossel (Defendant), Cash4Asking LLC (Defendant), Eduardo Romay Hernandez  
19 (Defendant), and Gladys C. Rionda (Defendant).

20           However, Defendants Stanley C Mullis , Angel C Mullis, and Jonathan Robert Jossel were  
21 dismissed in January 2019.

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23 <sup>5</sup>A copy of the August 27, 2019, Notice of Entry of Order Granting Defendant's Motion to Set Aside  
24 Plaintiff's Notice of Voluntary Dismissal, or in the Alternative, For Relief Pursuant to NRCp  
41(a)(2), is attached hereto and incorporated herein as **Exhibit 2**.

25 <sup>6</sup>In addition to the August 27, 2019 order (Exhibit 2), the following three (3) orders were also filed  
26 on that date— (1) Notice of Entry of Order Denying Plaintiff's Motion for Leave to File Second  
27 Amended Complaint; (2) Notice of Entry of Order Granting Defendant's Counter-motion to Continue  
28 Decision on Plaintiff's Motion until after the Court Issues its Order on Defendant's (May 1, 2019)  
Motion to Dismiss; and (3) Notice of Entry of Order Granting Defendant's Motion to Dismiss,  
Motion for More Definite Statement and Motion to Strike. A copy of (3) Notice of Entry of Order  
Granting Defendant's Motion to Dismiss, Motion for More Definite Statement and Motion to Strike,  
is attached hereto and incorporated herein as **Exhibit 3**.

1 Even more so, in Plaintiff's First Amended Complaint (Case No. A-18-776375-C), Stanley  
2 C Mullis (Defendant), Angel C Mullis (Defendant), Jonathan Robert Jossel (Defendant),  
3 Cash4Asking LLC (Defendant), Eduardo Romay Hernandez (Defendant), and Gladys C. Rionda  
4 (Defendant) Cash4Asking LLC (Defendant), Eduardo Romay Hernandez (Defendant), and Gladys  
5 C. Rionda (Defendant) **were never named as Defendants**. More importantly, Cash4Asking LLC  
6 , Eduardo Romay Hernandez, and Gladys C. Rionda **were never named as Defendants** in any  
7 Complaint pertaining to Case No. A-18-776375-C.

8 Then, for August 27, 2019, the District Court Register of Actions - Case No. A-18-776375-C,  
9 evidences judgment entered against Plaintiff, and for Timeshare Liquidators LLC (Defendant), Plaza  
10 Hotel & Casino LLC (Defendant), Stanley C Mullis (Defendant), Angel C Mullis (Defendant),  
11 Jonathan Robert Jossel (Defendant), Michael Anthony Pergolini (Defendant), Cash4Asking LLC  
12 (Defendant), Stanley C. Mullis (Defendant), Angel C. Mullis (Defendant), Eduardo Romay  
13 Hernandez (Defendant), Gladys C. Rionda (Defendant), Jonathan Robert Jossel (Defendant).

14 Yet again, Plaza Hotel & Casino LLC (Defendant), Stanley C Mullis (Defendant), Angel C  
15 Mullis (Defendant), Jonathan Robert Jossel (Defendant), and Michael Anthony Pergolini  
16 (Defendant), **were [each] dismissed from** Case No. A-18-776375-C in January 2019. Reiterating,  
17 and Cash4Asking LLC (Defendant), Eduardo Romay Hernandez (Defendant), and Gladys C. Rionda  
18 (Defendant), **never were Defendants in** Case No. A-18-776375-C.

19 **II. Finding 2:**

20 The other finding in the D&O states—

21 Mr. Edwards filed his voluntary dismissal on July 16, 2019, but **an opposing party**  
22 **had already filed and served an answer on February 6, 2019.** Therefore, a court  
23 order was required to dismiss the action. Defendants moved to set aside Mr.  
24 Edwards's voluntary dismissal under NRCP 41(a), **and Judge Allf granted the**  
**unopposed motion on August 27, 2019.** Judge Allf's ruling was in accordance with  
NRCP 41(a). D&O, Pge. 4, ¶¶ 18-22.

25 Regarding Plaintiff's [Court Approved] Voluntary Dismissal. The *irrefutable fact is* that—  
26 Defendants attorney, Brian P. Clark, agreed to the terms of a Voluntary Dismissal as delineated  
27 under NRCP, Rule 41(a)(1)(A)(i) and (C). It was attorney Clark that urged Plaintiff to file the  
28 Voluntary Dismissal at Plaintiff's earliest convenience (to avoid unnecessary time spent addressing  
other issues of the case). See **Exhibit 4** attached hereto and incorporated herein.

1           It was [also] attorney Clark that accepted the settlement amount of \$373.00, for the  
2 reimbursement of Defendants filing fees. See **Exhibit 5** attached hereto and incorporated herein.

3           On July 11, 2019, at Plaintiff's request, a discovery dispute conference took place at the law  
4 office of Brian P. Clark, attorney for Defendants. Attending the conference were Plaintiff, *pro se*,  
5 and for Defendants, attorney Brian P. Clark. Shortly after the meeting began Plaintiff raised two (2)  
6 issues. A [possible] stipulation to a Second Amended Complaint ("SAC"), or Plaintiff filing a  
7 Voluntary Dismissal. After a [brief] discussion, the consensus was for Plaintiff to file a Voluntary  
8 Dismissal.

9           Plaintiff and attorney Clark reviewed NRCP, Rule 41, and concluded—because Defendants  
10 had not Answered to Plaintiff's First Amended Complaint ("FAC"), Plaintiff can file a Voluntary  
11 Dismissal pursuant to Rule 41(a)(1)(A)(i). Plaintiff [also] stipulated to pay Defendants' filing fees  
12 pursuant to NRCP, Rule 41(a)(1)(C).<sup>7</sup>

13           Before leaving, Mr. Clark requested Plaintiff file the Voluntary Dismissal at the earliest  
14 possible time. See Exhibit 4.

15           Shortly after Plaintiff left the meeting, he received the following email from attorney Clark—  
16 Mr. Edwards,  
17 During our discovery dispute conference today you indicated that you intended to  
18 voluntarily dismiss the First Amended Complaint and to repay Defendants'  
filing fees of \$373.00...provide me with Notice of Voluntary Dismissal at your  
earliest convenience to avoid unnecessary time spent addressing...issues.  
(emphasis added). See Exhibit 4.

19           It is unequivocal that the emails evidence Defendants attorney, Brian P. Clark's agreement  
20 to terminate Case No. A-18-776375-C by Plaintiff filing a Voluntary Dismissal— at Plaintiff's  
21 "...earliest convenience..." and to reimburse Defendants filing fees. As part of the settlement  
22 agreement, Plaintiff responded to attorney Clark's email as follows—

23           "I'll bring a money order for \$373.00 to your office tomorrow... ." See Exhibit 4.

24           On July 12, 2019, attorney Clark emailed Plaintiff advising that the Defendants, in addition  
25 to the \$373.00 filing fees, [also] wanted to recoup their attorney fees. See Exhibit 4. At 9:24 a.m.,  
26 [also] on July 12, 2019, attorney Clark telephoned Plaintiff, and a seven-and-a-half (7 1/2) minute  
27 conversation took-place.

28

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<sup>7</sup>It was attorney Clark that calculated Defendants filing fees to be \$373.00.

1 Mr. Clark told Plaintiff that Defendants, in addition to the \$373.00 filing fees— [now]  
2 expected to get paid their attorney fees. Plaintiff reminded attorney Clark that under Rule 41,  
3 Defendants are only entitled to filing fees. Plaintiff [again] advised attorney Clark he will bring the  
4 \$373.00 filing fees on Monday. The conversation ended.

5 On Monday, July 15, 2019, as agreed, Plaintiff met attorney Clark at his law offices, whereat  
6 Mr. Clark accepted, as settlement, the \$373.00 filing fees, at which time Mr. Clark signed a Receipt  
7 for Defendants' filing fees (for the amount of \$ 373.00). A copy of the Receipt and USPS Money  
8 Order (for the amount of \$ 373.00) is attached hereto and incorporated herein as **Exhibit 5**.

9 As agreed upon between Defendants attorney, Brian P. Clark, and Plaintiff— at Plaintiff's  
10 earliest convenience— on July 16, 2019, after Judge Allf entered "the blue ink statistical case closure  
11 stamp"<sup>8</sup> on Plaintiff's Voluntary Dismissal, Plaintiff e-filed and e-served the (agreed to) Voluntary  
12 Dismissal. A copy of the [Court Approved] Voluntary Dismissal is attached hereto and incorporated  
13 herein as **Exhibit 6**.<sup>9</sup>

14 Plaintiff holds that, even after the July 12, 2019 telephone conference and emails, between  
15 attorney Clark and Plaintiff— by accepting Defendants' filing fees, as agreed to between Defendants  
16 attorney and Plaintiff; and, as [also] agreed to, the filing of the Voluntary Dismissal at Plaintiff's  
17 earliest convenience— constituted a verbal agreement between the parties to a Voluntary  
18 Dismissal— accordingly closing Case No. A-18-776375-C.

19

20

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23 <sup>8</sup>The blue ink statistical case closure stamp is evidenced on the caption page of Plaintiff's  
24 "Voluntary Dismissal." See EDCR, Rule 2.91, that states—

25 "... any voluntary dismissal that is prepared pursuant to NRCP 41(a)(1) which  
26 resolves all pending claims and renders the case ripe for closure shall be  
27 delivered to the chambers of the assigned department prior to filing. An  
individual...will then affix the blue ink statistical case closure stamp to it,  
check the appropriate voluntary dismissal box on it...Thereafter, the  
document can be filed."

28 <sup>9</sup>Page 2, ¶ 14-15 of Plaintiff's Voluntary Dismissal clearly states— "...as of the filing and service of  
Plaintiffs Notice of Voluntary Dismissal...**Defendants have not Answered to Plaintiffs First  
Amended Complaint.**" (emphasis added).

1 **III. Defendants Failed to File Any Answer to Plaintiff's First Amended Complaint:**

2 In the D&O, Judge Bell states—

3 “...opposing party had already filed and served an answer on February 6, 2019  
4 **(notation added)**. D&O, Pge. 4, ¶¶ 18-19.

5 However, the Answer that Defendants filed and served on February 6, 2019, was the Answer  
6 [limited] to Plaintiff's initial Complaint. At no time has Defendants, or Judge Allf, or Judge Bell  
7 provided any citations, reference, information, or legal authority that limits “...an answer...,” as stated  
8 under 41(a)(1)(A)(i), to the Answer to the initial Complaint. Even more so, neither the Nev. Sup. Ct.,  
9 nor Nev. App. Ct. has issued any findings limiting “...an answer...,” as stated under 41(a)(1)(A)(i),  
10 to the initial Complaint.

11 Obviously, Defendants attorney, Brian P. Clark, by requesting Plaintiff file his Voluntary  
12 Dismissal at Plaintiff's “...earliest convenience...,” and by accepting the settlement amount of  
13 \$373.00 (calculated by attorney Clark), also held that Defendants **failure to Answer** to Plaintiff's  
14 FAC constituted Plaintiff's right (pursuant to NRCP, Rule 41(a)(1)(A)(i) & (C)) to file his Voluntary  
15 Dismissal. Defendants' change-of-mind, so as to attempt to recoup their attorney fees, is not grounds  
16 for granting Defendants Motion. Under 41(a)(1)(A)(i) the statement “...before the opposing party  
17 serves either an answer or a motion for summary judgment,” is **completely void** of any wording  
18 requiring or limiting “...an answer...” to [specifically] the initial Complaint. The *stare decisis* of  
19 [both] the Nev. Sup. Ct., and Nev. App. Ct. hasn't wavered— **an Amended Complaint is a distinct**  
20 **pleading that supersedes the original complaint, and requires a responsive pleading**, e.g, an  
21 Answer.<sup>10</sup> See *Randono v. Ballow*, 100 Nev. 142, 143, 676 P.2d 807, 808 (1984), wherein the Nev.  
22 Sup. Ct. agreed with the reasoning of a Arizona Court of Appeals decision.

23 The amended complaint in this case was a distinct pleading which superseded the  
24 original complaint...In a similar case, the court in *Campbell v. Deddens*, 518 P.2d  
25 1012 (Ariz.Ct.App. 1974), ruled that **where a complaint is amended in a material**  
26 **way...The court reasoned that the defendant's answer to the amended complaint**  
**constituted his first responsive pleading...even though the defendant had responded**  
**to the original complaint...We agree with the reasoning in *Campbell*. (emphasis**  
**added).**

27  
28 <sup>10</sup>Unless the court orders otherwise, any required response to an amended pleading must be made  
within the time remaining to respond to the original pleading or within 14 days after service of the  
amended pleading, whichever is later. NRCP, Rule 15(a)(3).

1       There have been no contradictions (by either the Nev. Sup. Ct., or Nev. App. Ct.) to the  
2 Courts' reasoning in *Campbell*.

3       Also see, *McKnight Family, LLP v. Adept Mgmt.*, 310 P. 3d 555, 129 Nev. 610 (Nev. Sup.  
4 Ct., 2013)(The amended complaint superseded all claims for relief alleged in the original  
5 complaint.); *Pacific Bell Telephone Co. v. Linkline Comm., Inc.*, 129 S.Ct. 1109, 172 L.Ed.2d 836  
6 (U.S. 02/25/2009)(...an amended complaint supersedes the original complaint.).

7       Accordingly, Petitioner's reasoning mirrors *Randono*.

8       By court order, Plaintiff filed a "First Amended Complaint" ("FAC"), which was [so]  
9 materially and noticeably distinct from Plaintiff's initial Complaint, that Defendants' initial Answer  
10 had no relevance, pertinency, or applicability to Plaintiff's FAC— thus requiring a completely new  
11 [relevant] Answer.<sup>11</sup>

12       However, Defendants never Answered [timely or otherwise] to Plaintiff's FAC.<sup>12</sup> Defendants  
13 response to the FAC was to file "Defendant's Motion to Dismiss, Motion for More Definite  
14 Statement and Motion to Strike." Consequently, as corroborated by Defendants attorney Brian P.  
15 Clark, allowing Plaintiff to file a Voluntary Dismissal pursuant to NRCP, Rule 41(a)(1)(A)(i).

16       Because, as here, the filing of Plaintiff's [noticeably different and materially distinct] FAC  
17 [literally] made Plaintiff's initial Complaint as if it never existed, it is consequential that any Answer  
18 to the initial Complaint [also] had no legal affect— because the initial Answer was so materially  
19 different than what the Answer would be for the FAC, that it would also be treated as non-existent.  
20 See *Randono*, supra.

21 **IV. Judge Allf Ignored The Filing of Plaintiff's Voluntary Dismissal:**

22       See *Kenneth Berberich v. Southern Highlands Comm. Assoc.*, 72689 (Nev. April  
23 2018)(because Berberich's notice of voluntary dismissal...amounted to a final judgment, we conclude  
24 **the district court erred by holding hearings on pending motions affecting the**  
25 **merits...**)(emphasis added); *Stubbs v. Strickland*, 297 P.3d 326, 329 (2013)(The Nevada appellate

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27 <sup>11</sup>Plaintiff has presented this argument in his Petition for En Banc Reconsideration, now before the  
28 Nevada Supreme Court. No ruling has been reached as of the date of this filing (December 2, 2019).

<sup>12</sup>*Id.*

1 courts have ruled a Nev. R. Civ. P. 41(a)(1)(i) **voluntary dismissal is “effective upon filing...[i]t**  
2 **closes the file...and the court has no role to play. The court can not intervene or...affect the**  
3 **dismissal.** [T]he action is terminated and the court is without further jurisdiction in the matter); A  
4 Rule 41(a)(1) dismissal is permanent. **A voluntary dismissal cannot be set aside unless it was not**  
5 **the result of a “free, calculated, and deliberate” choice. (emphasis added).**

6 **V. Judge Allf Abused Her Discretion By Ignoring The Filing of Plaintiff’s Appeal:**

7 The Nev. Sup. Ct. has consistently explained that **the appealability of an order or**  
8 **judgment depends on “what the order or judgment actually does, not what it is called.”** *Valley*  
9 *Bank of Nev. v. Ginsburg*, 110 Nev. 440, 445, 874 P.2d 729, 733 (1994) **(emphasis omitted).** Also  
10 see *Lee v. GNLV Corp.*, 116 Nev. 424, 426-27, 996 P.2d 416, 417-18 (2000); *Taylor v. Barringer*,  
11 75 Nev. 409, 344 P.2d 676 (1959).

12 Consequently, on the grounds that the Order (Exhibit 3) literally dismissed every claim,  
13 allegation, and argument supporting Plaintiff’s First Amended Complaint, and the fact that Judge  
14 Allf denied Plaintiff’s Motion for Leave to File a Second Amended Complaint, any further order(s)  
15 or judgment entered by Judge Allf would have been superfluous, unnecessary, and [may] confuse  
16 jurisdiction. Here, Judge Allf entered a final [and appealable] order of dismissal (see Exhibit 3).

17 Nevertheless, *assuming arguendo*, Plaintiff never filed a Voluntary Dismissal, certainly  
18 Plaintiff’s appeal cannot be ignored. An Appeal that, with limited exceptions, divested Judge Allf’s  
19 jurisdiction to continue holding hearings and entering orders pertaining to Case No. A-18-776375-C.

20 This is not Rocket Science. On August 30, 2019, at the time Plaintiff e-filed and e-served his  
21 Notice of Appeal, Judge Allf was divested of jurisdiction associated with Case No. A-18-776375-  
22 C— with the exception of matters collateral to, and independent from the appealed matters.

23 In *Phillip Emerson v. the Eighth Judicial District Court of the State of Nevada*, 263 P.3d 224  
24 (Nev. 10/06/2011) the Nevada Supreme Court held that **the district court only retains jurisdiction**  
25 **to collateral matters that do not affect the merits of [the appellant’s] appeal, after an appeal is**  
26 **filed. (emphasis added).**

1           Also see *Mack-Manley v. Manley*, 122 Nev. 849, 855, 138 P.3d 525, 529 (2006) (A timely  
2 **notice of appeal divests the district court of jurisdiction to revisit matters pending on appeal;**  
3 but, the district court retains jurisdiction over “matters collateral to and independent from the  
4 appealed order.”)(Once a notice of appeal is timely and properly filed, the district court is divested  
5 of jurisdiction to enter further orders granting relief on the same subject matter. **(emphasis added)**;  
6 *Kantor v. Kantor*, 116 Nev. 886, 894-95, 8 P.3d 825, 830 (2000) (holding that, although a timely  
7 notice of appeal divests the district court of jurisdiction and vests jurisdiction in this court, the  
8 district court had jurisdiction to award attorney fees while an appeal of the underlying divorce decree  
9 was pending because the “collateral matter did not affect the merits of [the appellant’s] appeal”).

10           Judge Allf ***has failed to produce*** any legal authority that authorizes her to retain jurisdiction,  
11 and continue holding hearings and entering orders pertaining to [the appealed case] Case No. A-18-  
12 776375-C.

13           By Judge Allf’s continuation of holding hearings and issuing orders pertaining to Case No.  
14 A-18-776375-C, subsequent to Plaintiff’s Notice of Appeal, constituted an extreme abuse of  
15 discretion and the appearance of extreme bias.

16 **VI. No Remittitur Has Yet Issued:**

17           Irrespective of Judge Allf belief that Plaintiff’s Appeal was unjustified, untimely, or even  
18 premature; and regardless of the Nev. Sup. Ct. issuing a Order Dismissal [of Plaintiff’s] Appeal, and  
19 a Denial of Plaintiff’s Motion for Reconsideration— until such time the Nevada Supreme Court  
20 issues a Remittitur pertaining to Plaintiff’s Appeal of Case No. A-18-776375-C, Judge Allf remains  
21 divested of jurisdiction of Case No. A-18-776375-C<sup>13</sup> (with the exception of collateral matters that  
22 do not affect the merits of Plaintiff’s [current] appeal No. 79545).

23           Accordingly, unless Judge Allf is supported by [any] legal authority that authorizes her to  
24 retain jurisdiction, and continue holding hearings and entering orders pertaining to [the appealed  
25 case] Case No. A-18-776375-C, until a Remittitur is issued, Judge Allf lacks any jurisdiction over  
26

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27 <sup>13</sup>Now pending in the Nevada Supreme Court is Plaintiff’s Petition for En Banc Reconsideration,  
28 pertaining to Case No. A-18-776375-C (Appeal No. 79545).

1 Case No. A-18-776375-C (with the exception of collateral matters that do not affect the merits of  
2 Plaintiff's [current] appeal).

3 Accordingly, Judge Allf was without jurisdiction to consolidate Case No. A-18-776375-C  
4 with Case No. A-19-799140-C.

5 The purposes of the Remittitur is to: (1) divest the Appellate Court of jurisdiction and return  
6 jurisdiction to the court or agency whose decision was under review; (2) formally inform the court  
7 or agency whose decision was under review of the appellate court's final resolution of the appeal;  
8 and (3) in the case of an untimely appeal, remove or transfer the matter from the appellate court's  
9 docket and inform the court or agency whose decision was under review that the appellate court  
10 never obtained jurisdiction over the matter and that the court or agency was never divested of  
11 jurisdiction. *Dickerson v. State*, 114 Nev. 1084, 967 P.2d 1132 (1998). Also see *Branch Banking &*  
12 *Trust Company v. Douglas D. Gerrard, Esq.*, 134 Nev. Adv. Op. 106, No. 73848, Supreme Court of  
13 Nevada (December 27, 2018) citing *Dickerson*.

14 Remittitur is the process by which the Nevada Supreme Court terminates its jurisdiction over  
15 an Appeal. See generally NRAP 41(a). Unless the time is shortened or lengthened by order, **or if a**  
16 **timely petition for rehearing (NRAP 40), or for En Banc reconsideration is filed (NRAP 40A),**  
17 **Remittitur will issue 25 days after the entry of judgment (NRAP 36).** NRAP 41(a)(1).

18 Through issuance of the Remittitur, the Appellate Court terminates its own jurisdiction and  
19 re-vests jurisdiction in the District Court. See *Buffington v. State*, 110 Nev. 124, 126, 868 P.2d 643,  
20 644 (1994) ("[T]he supreme court has control and supervision of an appealed matter from the filing  
21 of the notice of appeal until the issuance of the certificate of judgment."). **The district court does**  
22 **not regain jurisdiction to act until remittitur is issued, transmitted and received.** *Id.* (emphasis  
23 added).

24 Because no Remittitur has been issued regarding Plaintiff's [current] appeal of Case No. A-  
25 18-776375-C, with the exceptions cited *supra*, Judge Allf (and the District Courts) remain divested  
26 of jurisdiction pertaining to Case No. A-18-776375-C. Accordingly, any motions filed; any hearings  
27 held; and any orders issued or entered, affecting the merits of Case No. A-18-776375-C, are bootless  
28

1 and invalid— therefore unenforceable.

2

3 **VII. Conclusion:**

4 Plaintiff doesn't pursue his claims of bias unconcernedly. Nor does Plaintiff bring his bias  
5 claim(s) in disrespect or retaliation for, or against Judge Allf. Plaintiff brought his bias complaint  
6 because it appears, base on Judge Allf's questionable decisions, there is an appearance of bias.

7 First there is Judge Allf's *erroneous statement*—

8 "The landlord is dismissed with prejudice. There's simply no cause of action against  
9 a landlord. If that were true, every strip center would be responsible for every person  
10 who slipped and fell in every store. It's just not a recognized cause of action under  
Nevada." December 5, 2018 Hearing, Pge. 26, ¶¶ 10-13.

11 However, as Plaintiff's initial Complaint evidences, Plaintiff **did not** name the Union Plaza  
12 Hotel as a Defendant as a "landlord," the Plaza was named as a consequence of its involvement with  
13 Defendant TIMESHARE LIQUIDATORS, LLC's illegal telemarketing activities— for that, there  
14 is an abundance of supporting legal authority.

15 At the December 5, 2018 Hearing, Judge Allf [literally] granted every issue that Defendants  
16 wanted stricken from Plaintiff's initial Complaint— yet Judge Allf *failed* to make any reference to  
17 Plaintiff's arguments. A copy of the August 27, 2019 Order is attached hereto and incorporated  
18 herein as **Exhibit 3**.

19 Then Judge Allf, after [first] approving Plaintiff's Voluntary Dismissal, then struck Plaintiff's  
20 Voluntary Dismissal, based upon Defendants Motion. However, as outlined, *supra*, Judge Allf  
21 obstructed Plaintiff's right to file an opposition to Defendants Motion.

22 Subsequently, Judge Allf, [again] granted each of Defendants' motions, including the  
23 dismissal of all claims. Followed by Judge Allf disregarding Plaintiff's appeal, and continuing to  
24 conduct hearings and issue orders, even though she was divested of jurisdiction to do so.

25 Then, Judge Allf, after she was divested of jurisdiction over Case No. A-18-776375-C, hence  
26 without legal authority, consolidated Case No. A-18-776375-C with Case No. A-19-799140-C (a  
27 new case brought by Plaintiff).

28

1 It is undeniable that Judge Alf has displayed a continuation of bias against this proper person  
2 Plaintiff.

3 For all of the aforementioned, Judge Allf should be removed from Case No. A-18-776375-C  
4 and Case No. A-19-799140-C.

5 DATED this 2nd day of December, 2019.

7 Respectfully submitted,  
8 PAUL D.S. EDWARDS

10	/s/ Paul D.S. Edwards
11	Paul D.S. Edwards
12	713 Wheat Ridge Lane, Unit 203
13	Las Vegas, Nevada 89145
	Landline Telephone: 702.341.1776
	Cellular Telephone: 702.893.1776
	Email: pauldse@pauldsedwards.com
	Plaintiff, <i>pro se</i>

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**CERTIFICATE OF E-SERVICE**

I HEREBY CERTIFY that, on the 2nd day of December 2019, pursuant to the Nevada Electronic Filing and Conversion Rules (NEFCR) & N.R.C.P., Rule 5(b)(4), I e-served a true and correct copy of the following document:

1. Objection to Decision and Order  
to the following:

Brian P. Clark, CLARK MCCOURT  
bpc@clarkmccomi.com

Chad F. Clement, MARQUIS AURBACH COFFING  
cclement@maclaw.com

Plaintiff also caused a copy of this Objection to Decision and Order to be hand delivered to Department 27 and Department 7, Eighth Judicial District Court, Clark County, Nevada.



---

Designee for Plaintiff



1 **NWM (CIV)**  
2 PAUL D.S. EDWARDS,  
3 Plaintiff *pro se*  
4 713 Wheat Ridge Lane, Unit 203,  
5 Las Vegas, Nevada 89145  
6 Landline Telephone: 702.341.1776  
7 Cellular Telephone: 702.893.1776  
8 Email: pauldse@pauldsedwards.com

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**DISTRICT COURT,  
CLARK COUNTY, NEVADA**

10 PAUL D.S. EDWARDS,

11 **Plaintiff,**

12 **vs.**

13 TIMESHARE LIQUIDATORS, LLC,  
14 a/d/b/a TLC RESORT LIQUIDATORS,  
15 a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
16 a/d/b/a TLC RESORTS VACATION CLUB,  
17 a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
18 a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
19 a/d/b/a VIP VACATIONS,  
20 a/d/b/a VIP INTERNATIONAL,  
21 and CASH4ASKING, LLC,  
22 a/d/b/a CASH4ASKING.COM,  
23 and STANLEY C. MULLIS, a/k/a STANLEY MULLIS,  
24 a/k/a STAN MULLIS,  
25 and ANGEL C. MULLIS, a/k/a ANGEL MULLIS,  
26 a/k/a ANGEL SANTILLI,  
27 and EDUARDO ROMAY HERNANDEZ,  
28 a/k/a EDUARDO L ROMAYHERNANDEZ,  
a/k/a EDUARDO ROMAY,  
a/k/a EDUARDO L. ROMAY HERNANDEZ,  
a/k/a HERNANDEZ EDUARDO ROMAY,  
a/k/a HERNANDEZ EDUARDO L ROMAY,  
a/k/a EDUARDO ROMAY,  
a/k/a MR EDUARDO L. ROMAY,  
and GLADYS C. RIONDA,  
a/k/a SUITO GLADYS RIONDA,  
a/k/a GLADYS C. RIONDA-SUITO,  
a/k/a GLADYS SUITO,  
a/k/a GLADYS RIONDA SUITO,  
and DOES I-X, and ROE CORPORATIONS XI-XX, et al.

**Defendants.**

**CASE NO.:** A-19-799140-C

**DEPT. NO.:** XXII

**NOTICE OF WITHDRAWAL OF**

**OBJECTION TO  
DECISION AND ORDER**

1 TIMESHARE LIQUIDATORS, LLC,  
a/d/b/a TLC RESORT LIQUIDATORS,  
2 a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
a/d/b/a TLC RESORTS VACATION CLUB,  
3 a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
4 a/d/b/a VIP VACATIONS, a/d/b/a VIP INTERNATIONAL,

5 **Counter-Claimants,**

6 **vs.**

7 PAUL D.S. EDWARDS,

8 **Counter-Defendant.**  
9

10 PLEASE TAKE NOTICE that Plaintiff PAUL D.S. EDWARDS, *pro se* ("Plaintiff"),  
11 withdraws his Objection to Decision and Order.

12 Plaintiff inadvertently filed his Objection to Decision and Order without attaching the  
13 referenced Exhibits. A corrected Objection to Decision and Order will be filed.

14 DATED this 2nd day of December 2019.

15  
16 PAUL D.S. EDWARDS

17  
18 /s/ Paul D.S. Edwards

19 Paul D.S. Edwards  
713 Wheat Ridge Lane, Unit 203  
Las Vegas, Nevada 89145  
20 Landline Telephone: 702.341.1776  
Cellular Telephone: 702.893.1776  
21 Email: pauldse@pauldsedwards.com  
22 Plaintiff, *pro se*

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**CERTIFICATE OF E-SERVICE**

I HEREBY CERTIFY that, on the 2nd day of December 2019, pursuant to the Nevada Electronic Filing and Conversion Rules (NEFCR) & N.R.C.P., Rule 5(b)(4), I e-served a true and correct copy of the following document:

1. Notice of Withdrawal of Objection to Decision and Order  
to the following:

Brian P. Clark, CLARK MCCOURT  
bpc@clarkmccomi.com

Chad F. Clement, MARQUIS AURBACH COFFING  
cclement@maclaw.com



---

Designee for Plaintiff



**OBJ (CIV)**  
PAUL D.S. EDWARDS,  
Plaintiff *pro se*  
713 Wheat Ridge Lane, Unit 203,  
Las Vegas, Nevada 89145  
Landline Telephone: 702.341.1776  
Cellular Telephone: 702.893.1776  
Email: pauldse@pauldsedwards.com

**DISTRICT COURT,  
CLARK COUNTY, NEVADA**

PAUL D.S. EDWARDS,

**Plaintiff,**

**vs.**

TIMESHARE LIQUIDATORS, LLC,  
a/d/b/a TLC RESORT LIQUIDATORS,  
a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
a/d/b/a TLC RESORTS VACATION CLUB,  
a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
a/d/b/a VIP VACATIONS,  
a/d/b/a VIP INTERNATIONAL,  
and CASH4ASKING, LLC,  
a/d/b/a CASH4ASKING.COM,  
and STANLEY C. MULLIS, a/k/a STANLEY MULLIS,  
a/k/a STAN MULLIS,  
and ANGEL C. MULLIS, a/k/a ANGEL MULLIS,  
a/k/a ANGEL SANTILLI,  
and EDUARDO ROMAY HERNANDEZ,  
a/k/a EDUARDO L ROMAYHERNANDEZ,  
a/k/a EDUARDO ROMAY,  
a/k/a EDUARDO L. ROMAY HERNANDEZ,  
a/k/a HERNANDEZ EDUARDO ROMAY,  
a/k/a HERNANDEZ EDUARDO L ROMAY,  
a/k/a EDUARDO ROMAY,  
a/k/a MR EDUARDO L. ROMAY,  
and GLADYS C. RIONDA,  
a/k/a SUITO GLADYS RIONDA,  
a/k/a GLADYS C. RIONDA-SUITO,  
a/k/a GLADYS SUITO,  
a/k/a GLADYS RIONDA SUITO,  
and DOES I-X, and ROE CORPORATIONS XI-XX, et al.

**Defendants.**

**CASE NO.:** A-19-799140-C

**DEPT. NO.:** XXIII

**OBJECTION TO  
DECISION AND ORDER**

1 TIMESHARE LIQUIDATORS, LLC,  
a/d/b/a TLC RESORT LIQUIDATORS,  
2 a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
a/d/b/a TLC RESORTS VACATION CLUB,  
3 a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
4 a/d/b/a VIP VACATIONS, a/d/b/a VIP INTERNATIONAL,

5 **Counter-Claimants,**

6 **vs.**

7 PAUL D.S. EDWARDS,

8 **Counter-Defendant.**  
9

10 On November 18, 2019, the Honorable Linda Marie Bell, Chief Judge, Eighth Judicial  
11 District Court, issued a Decision and Order (“**D&O**”) denying Plaintiff Paul D. S. Edwards’  
12 (“**Plaintiff**”) request to disqualify Judge Nancy Allf. In the D&O, [it appears] Judge Bell limited her  
13 ruling on two (2) findings. Findings that Plaintiff maintains are *flawed and counterfactual*. Findings  
14 that *overlooked [the] actual facts*, and [additional] issues raised by Plaintiff.

15 Plaintiff contends [that] those *actual facts* evidence a series of *abuse of discretions*<sup>1</sup>  
16 connoting bias. Here, Plaintiff holds that Judge Allf’s decisions, as they directly pertain to Plaintiff,  
17 does not avoid the appearance of impropriety.

18 **I. Finding 1:**

19 In her D&O, Judge Bell found that “...opposing party<sup>2</sup> had already filed and served an answer  
20 on February 6, 2019 (**notation added**). D&O, Pge. 4, ¶¶ 18-19. The second finding was that  
21 “...Judge Allf granted the unopposed motion on August 27, 2019.” (**emphasis added**).

22 However, and no disrespect intended, it appears the language in the D&O is unilateral—  
23 representing Judge Allf’s accounting, and [again], makes no reference to Plaintiff’s *factual*  
24 *assertions*, and *irrefutable facts*.

---

25 <sup>1</sup>An *abuse of discretion* is defined as: An adjudicator’s failure to exercise sound, reasonable, and  
26 legal decision-making. *Black’s Law Dictionary*, 12 (10th ed. 2014).

27 <sup>2</sup>“...opposing party...” has the same meaning as Defendants TIMESHARE LIQUIDATORS, LLC,  
a/d/b/a TLC RESORT LIQUIDATORS, a/d/b/a TLC RESORTS VACATION CLUB, LLC, a/d/b/a  
28 TLC RESORTS VACATION CLUB, a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM, a/d/b/a  
TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL, a/d/b/a VIP VACATIONS, a/d/b/a VIP  
INTERNATIONAL (**collectively “Defendants”**).

1 Case-in-point. The D&O states [*albeit inaccurately*] that “...Judge Allf **granted the**  
2 **unopposed motion on August 27, 2019.**” (emphasis added). However, if the facts were reviewed,  
3 that finding would have been found to be [*factually*] inaccurate.

4 **The irrefutable fact is that [initially]— on August 6, 2019,** seven (7) days after  
5 **Defendants filed** “Defendant’s Motion to Set Aside Plaintiff’s Notice of Voluntary Dismissal, or  
6 in the Alternative, for Relief Pursuant to NRCP 41(a)(2)” (“**Motion**”), Judge Allf, *sue sponte*,  
7 *prepared and filed* a premature Order<sup>3</sup> granting the Motion. **Not [initially] on August 27, 2019,** as  
8 asserted in the D&O.

9 The **August 6, 2019** [filing] date is critical, because the [*premature*] filing of the August 6,  
10 2019 Order obstructed Plaintiff from filing any opposition to Defendants Motion. Even more so, the  
11 [*premature*] filing of the August 6, 2019 Order denied Plaintiff his due-process, because, pursuant  
12 to NRCP, Rule 6(a)(1), **Plaintiff had until August 13, 2019 to file any Opposition** to Defendants’  
13 Motion.<sup>4</sup>

14 Consequently, *it is disingenuous* for the D&O to claim that Plaintiff failed to oppose  
15 Defendants motion, when, *the irrefutable fact is*, Plaintiff was denied the opportunity (and mandated  
16 time) to oppose Defendants Motion. In other words, Judge Allf’s August 6, 2019 Order closed the  
17 door on Plaintiff’s due-process. Accordingly, denying Plaintiff the time to file an opposition to  
18 Defendants Motion constituted an *extreme abuse of discretion*.

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20  
21 <sup>3</sup>The Order states, in pertinent part— “The Plaintiff’s Voluntary Dismissal is hereby set aside and  
22 stricken from the Record.” A copy of the Order is attached hereto and incorporated herein as **Exhibit**  
**1.**

23 <sup>4</sup>**On July 30, 2019, Defendants filed their Motion.** Pursuant to NRCP, Rule 6(a)(1), **Plaintiff had**  
24 **until August 13, 2019 to file any Opposition** to Defendants’ Motion. However, **on August 6, 2019,**  
25 **seven (7) days after** Defendants filed their Motion, Judge Allf, *sue sponte*, and prematurely, filed  
26 an Order granting Defendants Motion. Presuming Plaintiff wanted to file an opposition to Defendants  
27 Motion, **Plaintiff had until August 13, 2019** to do so. Hence, the **premature** [*sua sponte*] filing of  
28 Judge Allf’s August 6, 2019 Order **denied Plaintiff** the required length-of-time (fourteen (14) days)  
to file any opposition to Defendants Motion. The [initial] Order that deprived Plaintiff the due-  
process opportunity to respond to (oppose) Defendants motion **actually was filed on August 6,**  
**2019, not on August 27, 2019** as asserted in the D&O. Also see Page 6, ¶¶ 5-20 of “Declaration of  
Plaintiff Counter-Defendant Paul D.S. Edwards in Support of the Recusal/Disqualification of Judge  
Nancy L. Allf, District Court Judge, Department 27, Eighth Judicial District Court, Clark County,  
Nevada”.

1           The August 27, 2019 order, referenced in the D&O, was prepared by Defendants counsel,  
2 Brian P. Clark, and granted by Judge Allf. That order (in part) **reiterated the [initially filed] August**  
3 **6, 2019 Order**.<sup>5</sup> In addition to the August 27, 2019 order (Exhibit 2), three (3) additional orders  
4 [prepared by Defendants counsel, Brian P. Clark, and granted by Judge Allf] were also filed on  
5 August 27, 2019.<sup>6</sup> One of the orders filed on August 27, 2019 (Exhibit 3), evidences dismissing  
6 every claim; dismissing parties not named as Defendants; dismissing admissible evidence (without  
7 [first] providing Plaintiff the opportunity to conduct an evidentiary hearing); dismissing words and  
8 phrases that Defendants were unhappy with; dismissing public information; and may have included  
9 dismissing the [proverbial] kitchen sink.

10           Plaintiff holds that the August 27, 2019 order (Exhibit 3) dismissed all of Plaintiff's claims  
11 and causes of actions, leaving Plaintiff's [Court Ordered] First Amended Complaint with hollow,  
12 inconsequential meaningless words, and no case to move forward with.

13           Interestingly, the District Court Register of Actions - Case No. A-18-776375-C, for August  
14 6, 2019, evidences a judgment entered against Plaintiff, and for Defendants Timeshare Liquidators  
15 LLC (Defendant), Stanley C Mullis (Defendant), Angel C Mullis (Defendant), Jonathan Robert  
16 Jossel (Defendant), Cash4Asking LLC (Defendant), Eduardo Romay Hernandez (Defendant), Gladys  
17 C. Rionda (Defendant). However, Stanley C Mullis (Defendant), Angel C Mullis (Defendant),  
18 Jonathan Robert Jossel (Defendant), Cash4Asking LLC (Defendant), Eduardo Romay Hernandez  
19 (Defendant), and Gladys C. Rionda (Defendant).

20           However, Defendants Stanley C Mullis , Angel C Mullis, and Jonathan Robert Jossel were  
21 dismissed in January 2019.

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23 <sup>5</sup>A copy of the August 27, 2019, Notice of Entry of Order Granting Defendant's Motion to Set Aside  
24 Plaintiff's Notice of Voluntary Dismissal, or in the Alternative, For Relief Pursuant to NRCp  
41(a)(2), is attached hereto and incorporated herein as **Exhibit 2**.

25 <sup>6</sup>In addition to the August 27, 2019 order (Exhibit 2), the following three (3) orders were also filed  
26 on that date— (1) Notice of Entry of Order Denying Plaintiff's Motion for Leave to File Second  
27 Amended Complaint; (2) Notice of Entry of Order Granting Defendant's Counter-motion to Continue  
28 Decision on Plaintiff's Motion until after the Court Issues its Order on Defendant's (May 1, 2019)  
Motion to Dismiss; and (3) Notice of Entry of Order Granting Defendant's Motion to Dismiss,  
Motion for More Definite Statement and Motion to Strike. A copy of (3) Notice of Entry of Order  
Granting Defendant's Motion to Dismiss, Motion for More Definite Statement and Motion to Strike,  
is attached hereto and incorporated herein as **Exhibit 3**.

1 Even more so, in Plaintiff's First Amended Complaint (Case No. A-18-776375-C), Stanley  
2 C Mullis (Defendant), Angel C Mullis (Defendant), Jonathan Robert Jossel (Defendant),  
3 Cash4Asking LLC (Defendant), Eduardo Romay Hernandez (Defendant), and Gladys C. Rionda  
4 (Defendant) Cash4Asking LLC (Defendant), Eduardo Romay Hernandez (Defendant), and Gladys  
5 C. Rionda (Defendant) **were never named as Defendants**. More importantly, Cash4Asking LLC  
6 , Eduardo Romay Hernandez, and Gladys C. Rionda **were never named as Defendants** in any  
7 Complaint pertaining to Case No. A-18-776375-C.

8 Then, for August 27, 2019, the District Court Register of Actions - Case No. A-18-776375-C,  
9 evidences judgment entered against Plaintiff, and for Timeshare Liquidators LLC (Defendant), Plaza  
10 Hotel & Casino LLC (Defendant), Stanley C Mullis (Defendant), Angel C Mullis (Defendant),  
11 Jonathan Robert Jossel (Defendant), Michael Anthony Pergolini (Defendant), Cash4Asking LLC  
12 (Defendant), Stanley C. Mullis (Defendant), Angel C. Mullis (Defendant), Eduardo Romay  
13 Hernandez (Defendant), Gladys C. Rionda (Defendant), Jonathan Robert Jossel (Defendant).

14 Yet again, Plaza Hotel & Casino LLC (Defendant), Stanley C Mullis (Defendant), Angel C  
15 Mullis (Defendant), Jonathan Robert Jossel (Defendant), and Michael Anthony Pergolini  
16 (Defendant), **were [each] dismissed from** Case No. A-18-776375-C in January 2019. Reiterating,  
17 and Cash4Asking LLC (Defendant), Eduardo Romay Hernandez (Defendant), and Gladys C. Rionda  
18 (Defendant), **never were Defendants in** Case No. A-18-776375-C.

19 **II. Finding 2:**

20 The other finding in the D&O states—

21 Mr. Edwards filed his voluntary dismissal on July 16, 2019, but **an opposing party**  
22 **had already filed and served an answer on February 6, 2019.** Therefore, a court  
23 order was required to dismiss the action. Defendants moved to set aside Mr.  
24 Edwards's voluntary dismissal under NRCP 41(a), **and Judge Allf granted the**  
**unopposed motion on August 27, 2019.** Judge Allf's ruling was in accordance with  
NRCP 41(a). D&O, Pge. 4, ¶¶ 18-22.

25 Regarding Plaintiff's [Court Approved] Voluntary Dismissal. The *irrefutable fact is* that—  
26 Defendants attorney, Brian P. Clark, agreed to the terms of a Voluntary Dismissal as delineated  
27 under NRCP, Rule 41(a)(1)(A)(i) and (C). It was attorney Clark that urged Plaintiff to file the  
28 Voluntary Dismissal at Plaintiff's earliest convenience (to avoid unnecessary time spent addressing  
other issues of the case). See **Exhibit 4** attached hereto and incorporated herein.

1           It was [also] attorney Clark that accepted the settlement amount of \$373.00, for the  
2 reimbursement of Defendants filing fees. See **Exhibit 5** attached hereto and incorporated herein.

3           On July 11, 2019, at Plaintiff's request, a discovery dispute conference took place at the law  
4 office of Brian P. Clark, attorney for Defendants. Attending the conference were Plaintiff, *pro se*,  
5 and for Defendants, attorney Brian P. Clark. Shortly after the meeting began Plaintiff raised two (2)  
6 issues. A [possible] stipulation to a Second Amended Complaint ("SAC"), or Plaintiff filing a  
7 Voluntary Dismissal. After a [brief] discussion, the consensus was for Plaintiff to file a Voluntary  
8 Dismissal.

9           Plaintiff and attorney Clark reviewed NRCP, Rule 41, and concluded—because Defendants  
10 had not Answered to Plaintiff's First Amended Complaint ("FAC"), Plaintiff can file a Voluntary  
11 Dismissal pursuant to Rule 41(a)(1)(A)(i). Plaintiff [also] stipulated to pay Defendants' filing fees  
12 pursuant to NRCP, Rule 41(a)(1)(C).<sup>7</sup>

13           Before leaving, Mr. Clark requested Plaintiff file the Voluntary Dismissal at the earliest  
14 possible time. See Exhibit 4.

15           Shortly after Plaintiff left the meeting, he received the following email from attorney Clark—  
16 Mr. Edwards,  
17 During our discovery dispute conference today you indicated that you intended to  
18 voluntarily dismiss the First Amended Complaint and to repay Defendants'  
filing fees of \$373.00...provide me with Notice of Voluntary Dismissal at your  
earliest convenience to avoid unnecessary time spent addressing...issues.  
(emphasis added). See Exhibit 4.

19           It is unequivocal that the emails evidence Defendants attorney, Brian P. Clark's agreement  
20 to terminate Case No. A-18-776375-C by Plaintiff filing a Voluntary Dismissal— at Plaintiff's  
21 "...earliest convenience..." and to reimburse Defendants filing fees. As part of the settlement  
22 agreement, Plaintiff responded to attorney Clark's email as follows—

23           "I'll bring a money order for \$373.00 to your office tomorrow... ." See Exhibit 4.

24           On July 12, 2019, attorney Clark emailed Plaintiff advising that the Defendants, in addition  
25 to the \$373.00 filing fees, [also] wanted to recoup their attorney fees. See Exhibit 4. At 9:24 a.m.,  
26 [also] on July 12, 2019, attorney Clark telephoned Plaintiff, and a seven-and-a-half (7 1/2) minute  
27 conversation took-place.

28

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<sup>7</sup>It was attorney Clark that calculated Defendants filing fees to be \$373.00.

1 Mr. Clark told Plaintiff that Defendants, in addition to the \$373.00 filing fees— [now]  
2 expected to get paid their attorney fees. Plaintiff reminded attorney Clark that under Rule 41,  
3 Defendants are only entitled to filing fees. Plaintiff [again] advised attorney Clark he will bring the  
4 \$373.00 filing fees on Monday. The conversation ended.

5 On Monday, July 15, 2019, as agreed, Plaintiff met attorney Clark at his law offices, whereat  
6 Mr. Clark accepted, as settlement, the \$373.00 filing fees, at which time Mr. Clark signed a Receipt  
7 for Defendants' filing fees (for the amount of \$ 373.00). A copy of the Receipt and USPS Money  
8 Order (for the amount of \$ 373.00) is attached hereto and incorporated herein as **Exhibit 5**.

9 As agreed upon between Defendants attorney, Brian P. Clark, and Plaintiff— at Plaintiff's  
10 earliest convenience— on July 16, 2019, after Judge Allf entered "the blue ink statistical case closure  
11 stamp"<sup>8</sup> on Plaintiff's Voluntary Dismissal, Plaintiff e-filed and e-served the (agreed to) Voluntary  
12 Dismissal. A copy of the [Court Approved] Voluntary Dismissal is attached hereto and incorporated  
13 herein as **Exhibit 6**.<sup>9</sup>

14 Plaintiff holds that, even after the July 12, 2019 telephone conference and emails, between  
15 attorney Clark and Plaintiff— by accepting Defendants' filing fees, as agreed to between Defendants  
16 attorney and Plaintiff; and, as [also] agreed to, the filing of the Voluntary Dismissal at Plaintiff's  
17 earliest convenience— constituted a verbal agreement between the parties to a Voluntary  
18 Dismissal— accordingly closing Case No. A-18-776375-C.

19

20

21

22

23 <sup>8</sup>The blue ink statistical case closure stamp is evidenced on the caption page of Plaintiff's  
24 "Voluntary Dismissal." See EDCR, Rule 2.91, that states—

25 "... any voluntary dismissal that is prepared pursuant to NRCP 41(a)(1) which  
26 resolves all pending claims and renders the case ripe for closure shall be  
27 delivered to the chambers of the assigned department prior to filing. An  
individual...will then affix the blue ink statistical case closure stamp to it,  
check the appropriate voluntary dismissal box on it...Thereafter, the  
document can be filed."

28 <sup>9</sup>Page 2, ¶ 14-15 of Plaintiff's Voluntary Dismissal clearly states— "...as of the filing and service of  
Plaintiffs Notice of Voluntary Dismissal...**Defendants have not Answered to Plaintiffs First  
Amended Complaint.**" (emphasis added).

1 **III. Defendants Failed to File Any Answer to Plaintiff's First Amended Complaint:**

2 In the D&O, Judge Bell states—

3 “...opposing party had already filed and served an answer on February 6, 2019  
4 **(notation added)**. D&O, Pge. 4, ¶¶ 18-19.

5 However, the Answer that Defendants filed and served on February 6, 2019, was the Answer  
6 [limited] to Plaintiff's initial Complaint. At no time has Defendants, or Judge Allf, or Judge Bell  
7 provided any citations, reference, information, or legal authority that limits “...an answer...,” as stated  
8 under 41(a)(1)(A)(i), to the Answer to the initial Complaint. Even more so, neither the Nev. Sup. Ct.,  
9 nor Nev. App. Ct. has issued any findings limiting “...an answer...,” as stated under 41(a)(1)(A)(i),  
10 to the initial Complaint.

11 Obviously, Defendants attorney, Brian P. Clark, by requesting Plaintiff file his Voluntary  
12 Dismissal at Plaintiff's “...earliest convenience...,” and by accepting the settlement amount of  
13 \$373.00 (calculated by attorney Clark), also held that Defendants *failure to Answer* to Plaintiff's  
14 FAC constituted Plaintiff's right (pursuant to NRCP, Rule 41(a)(1)(A)(i) & (C)) to file his Voluntary  
15 Dismissal. Defendants' change-of-mind, so as to attempt to recoup their attorney fees, is not grounds  
16 for granting Defendants Motion. Under 41(a)(1)(A)(i) the statement “...before the opposing party  
17 serves either an answer or a motion for summary judgment,” is **completely void** of any wording  
18 requiring or limiting “...an answer...” to [specifically] the initial Complaint. The *stare decisis* of  
19 [both] the Nev. Sup. Ct., and Nev. App. Ct. hasn't wavered— **an Amended Complaint is a distinct**  
20 **pleading that supersedes the original complaint, and requires a responsive pleading**, e.g, an  
21 Answer.<sup>10</sup> See *Randono v. Ballow*, 100 Nev. 142, 143, 676 P.2d 807, 808 (1984), wherein the Nev.  
22 Sup. Ct. agreed with the reasoning of a Arizona Court of Appeals decision.

23 The amended complaint in this case was a distinct pleading which superseded the  
24 original complaint...In a similar case, the court in *Campbell v. Deddens*, 518 P.2d  
25 1012 (Ariz.Ct.App. 1974), ruled that **where a complaint is amended in a material**  
26 **way...The court reasoned that the defendant's answer to the amended complaint**  
**constituted his first responsive pleading...even though the defendant had responded**  
**to the original complaint...We agree with the reasoning in *Campbell*. (emphasis**  
**added).**

27  
28 <sup>10</sup>Unless the court orders otherwise, any required response to an amended pleading must be made  
within the time remaining to respond to the original pleading or within 14 days after service of the  
amended pleading, whichever is later. NRCP, Rule 15(a)(3).

1       There have been no contradictions (by either the Nev. Sup. Ct., or Nev. App. Ct.) to the  
2 Courts' reasoning in *Campbell*.

3       Also see, *McKnight Family, LLP v. Adept Mgmt.*, 310 P. 3d 555, 129 Nev. 610 (Nev. Sup.  
4 Ct., 2013)(The amended complaint superseded all claims for relief alleged in the original  
5 complaint.); *Pacific Bell Telephone Co. v. Linkline Comm., Inc.*, 129 S.Ct. 1109, 172 L.Ed.2d 836  
6 (U.S. 02/25/2009)(...an amended complaint supersedes the original complaint.).

7       Accordingly, Petitioner's reasoning mirrors *Randono*.

8       By court order, Plaintiff filed a "First Amended Complaint" ("FAC"), which was [so]  
9 materially and noticeably distinct from Plaintiff's initial Complaint, that Defendants' initial Answer  
10 had no relevance, pertinency, or applicability to Plaintiff's FAC— thus requiring a completely new  
11 [relevant] Answer.<sup>11</sup>

12       However, Defendants never Answered [timely or otherwise] to Plaintiff's FAC.<sup>12</sup> Defendants  
13 response to the FAC was to file "Defendant's Motion to Dismiss, Motion for More Definite  
14 Statement and Motion to Strike." Consequently, as corroborated by Defendants attorney Brian P.  
15 Clark, allowing Plaintiff to file a Voluntary Dismissal pursuant to NRCP, Rule 41(a)(1)(A)(i).

16       Because, as here, the filing of Plaintiff's [noticeably different and materially distinct] FAC  
17 [literally] made Plaintiff's initial Complaint as if it never existed, it is consequential that any Answer  
18 to the initial Complaint [also] had no legal affect— because the initial Answer was so materially  
19 different than what the Answer would be for the FAC, that it would also be treated as non-existent.  
20 See *Randono*, supra.

21 **IV. Judge Alf Ignored The Filing of Plaintiff's Voluntary Dismissal:**

22       See *Kenneth Berberich v. Southern Highlands Comm. Assoc.*, 72689 (Nev. April  
23 2018)(because Berberich's notice of voluntary dismissal...amounted to a final judgment, we conclude  
24 **the district court erred by holding hearings on pending motions affecting the**  
25 **merits...)(emphasis added);** *Stubbs v. Strickland*, 297 P.3d 326, 329 (2013)(The Nevada appellate

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27 <sup>11</sup>Plaintiff has presented this argument in his Petition for En Banc Reconsideration, now before the  
28 Nevada Supreme Court. No ruling has been reached as of the date of this filing (December 2, 2019).

<sup>12</sup>*Id.*

1 courts have ruled a Nev. R. Civ. P. 41(a)(1)(i) **voluntary dismissal is “effective upon filing...[i]t**  
2 **closes the file...and the court has no role to play. The court can not intervene or...affect the**  
3 **dismissal.** [T]he action is terminated and the court is without further jurisdiction in the matter); A  
4 Rule 41(a)(1) dismissal is permanent. **A voluntary dismissal cannot be set aside unless it was not**  
5 **the result of a “free, calculated, and deliberate” choice. (emphasis added).**

6 **V. Judge Allf Abused Her Discretion By Ignoring The Filing of Plaintiff’s Appeal:**

7 The Nev. Sup. Ct. has consistently explained that **the appealability of an order or**  
8 **judgment depends on “what the order or judgment actually does, not what it is called.”** *Valley*  
9 *Bank of Nev. v. Ginsburg*, 110 Nev. 440, 445, 874 P.2d 729, 733 (1994) **(emphasis omitted).** Also  
10 see *Lee v. GNLV Corp.*, 116 Nev. 424, 426-27, 996 P.2d 416, 417-18 (2000); *Taylor v. Barringer*,  
11 75 Nev. 409, 344 P.2d 676 (1959).

12 Consequently, on the grounds that the Order (Exhibit 3) literally dismissed every claim,  
13 allegation, and argument supporting Plaintiff’s First Amended Complaint, and the fact that Judge  
14 Allf denied Plaintiff’s Motion for Leave to File a Second Amended Complaint, any further order(s)  
15 or judgment entered by Judge Allf would have been superfluous, unnecessary, and [may] confuse  
16 jurisdiction. Here, Judge Allf entered a final [and appealable] order of dismissal (see Exhibit 3).

17 Nevertheless, *assuming arguendo*, Plaintiff never filed a Voluntary Dismissal, certainly  
18 Plaintiff’s appeal cannot be ignored. An Appeal that, with limited exceptions, divested Judge Allf’s  
19 jurisdiction to continue holding hearings and entering orders pertaining to Case No. A-18-776375-C.

20 This is not Rocket Science. On August 30, 2019, at the time Plaintiff e-filed and e-served his  
21 Notice of Appeal, Judge Allf was divested of jurisdiction associated with Case No. A-18-776375-  
22 C— with the exception of matters collateral to, and independent from the appealed matters.

23 In *Phillip Emerson v. the Eighth Judicial District Court of the State of Nevada*, 263 P.3d 224  
24 (Nev. 10/06/2011) the Nevada Supreme Court held that **the district court only retains jurisdiction**  
25 **to collateral matters that do not affect the merits of [the appellant’s] appeal, after an appeal is**  
26 **filed. (emphasis added).**

1 Also see *Mack-Manley v. Manley*, 122 Nev. 849, 855, 138 P.3d 525, 529 (2006) (A timely  
2 notice of appeal divests the district court of jurisdiction to revisit matters pending on appeal;  
3 but, the district court retains jurisdiction over “matters collateral to and independent from the  
4 appealed order.”)(Once a notice of appeal is timely and properly filed, the district court is divested  
5 of jurisdiction to enter further orders granting relief on the same subject matter. **(emphasis added)**;  
6 *Kantor v. Kantor*, 116 Nev. 886, 894-95, 8 P.3d 825, 830 (2000) (holding that, although a timely  
7 notice of appeal divests the district court of jurisdiction and vests jurisdiction in this court, the  
8 district court had jurisdiction to award attorney fees while an appeal of the underlying divorce decree  
9 was pending because the “collateral matter did not affect the merits of [the appellant’s] appeal”).

10 Judge Allf ***has failed to produce*** any legal authority that authorizes her to retain jurisdiction,  
11 and continue holding hearings and entering orders pertaining to [the appealed case] Case No. A-18-  
12 776375-C.

13 By Judge Allf’s continuation of holding hearings and issuing orders pertaining to Case No.  
14 A-18-776375-C, subsequent to Plaintiff’s Notice of Appeal, constituted an extreme abuse of  
15 discretion and the appearance of extreme bias.

16 **VI. No Remittitur Has Yet Issued:**

17 Irrespective of Judge Allf belief that Plaintiff’s Appeal was unjustified, untimely, or even  
18 premature; and regardless of the Nev. Sup. Ct. issuing a Order Dismissal [of Plaintiff’s] Appeal, and  
19 a Denial of Plaintiff’s Motion for Reconsideration— until such time the Nevada Supreme Court  
20 issues a Remittitur pertaining to Plaintiff’s Appeal of Case No. A-18-776375-C, Judge Allf remains  
21 divested of jurisdiction of Case No. A-18-776375-C<sup>13</sup> (with the exception of collateral matters that  
22 do not affect the merits of Plaintiff’s [current] appeal No. 79545).

23 Accordingly, unless Judge Allf is supported by [any] legal authority that authorizes her to  
24 retain jurisdiction, and continue holding hearings and entering orders pertaining to [the appealed  
25 case] Case No. A-18-776375-C, until a Remittitur is issued, Judge Allf lacks any jurisdiction over  
26

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27 <sup>13</sup>Now pending in the Nevada Supreme Court is Plaintiff’s Petition for En Banc Reconsideration,  
28 pertaining to Case No. A-18-776375-C (Appeal No. 79545).

1 Case No. A-18-776375-C (with the exception of collateral matters that do not affect the merits of  
2 Plaintiff's [current] appeal).

3 Accordingly, Judge Allf was without jurisdiction to consolidate Case No. A-18-776375-C  
4 with Case No. A-19-799140-C.

5 The purposes of the Remittitur is to: (1) divest the Appellate Court of jurisdiction and return  
6 jurisdiction to the court or agency whose decision was under review; (2) formally inform the court  
7 or agency whose decision was under review of the appellate court's final resolution of the appeal;  
8 and (3) in the case of an untimely appeal, remove or transfer the matter from the appellate court's  
9 docket and inform the court or agency whose decision was under review that the appellate court  
10 never obtained jurisdiction over the matter and that the court or agency was never divested of  
11 jurisdiction. *Dickerson v. State*, 114 Nev. 1084, 967 P.2d 1132 (1998). Also see *Branch Banking &*  
12 *Trust Company v. Douglas D. Gerrard, Esq.*, 134 Nev. Adv. Op. 106, No. 73848, Supreme Court of  
13 Nevada (December 27, 2018) citing *Dickerson*.

14 Remittitur is the process by which the Nevada Supreme Court terminates its jurisdiction over  
15 an Appeal. See generally NRAP 41(a). Unless the time is shortened or lengthened by order, **or if a**  
16 **timely petition for rehearing (NRAP 40), or for En Banc reconsideration is filed (NRAP 40A),**  
17 **Remittitur will issue 25 days after the entry of judgment (NRAP 36).** NRAP 41(a)(1).

18 Through issuance of the Remittitur, the Appellate Court terminates its own jurisdiction and  
19 re-vests jurisdiction in the District Court. See *Buffington v. State*, 110 Nev. 124, 126, 868 P.2d 643,  
20 644 (1994) ("[T]he supreme court has control and supervision of an appealed matter from the filing  
21 of the notice of appeal until the issuance of the certificate of judgment."). **The district court does**  
22 **not regain jurisdiction to act until remittitur is issued, transmitted and received.** *Id.* (emphasis  
23 added).

24 Because no Remittitur has been issued regarding Plaintiff's [current] appeal of Case No. A-  
25 18-776375-C, with the exceptions cited *supra*, Judge Allf (and the District Courts) remain divested  
26 of jurisdiction pertaining to Case No. A-18-776375-C. Accordingly, any motions filed; any hearings  
27 held; and any orders issued or entered, affecting the merits of Case No. A-18-776375-C, are bootless  
28

1 and invalid— therefore unenforceable.

2

3 **VII. Conclusion:**

4 Plaintiff doesn't pursue his claims of bias unconcernedly. Nor does Plaintiff bring his bias  
5 claim(s) in disrespect or retaliation for, or against Judge Allf. Plaintiff brought his bias complaint  
6 because it appears, base on Judge Allf's questionable decisions, there is an appearance of bias.

7 First there is Judge Allf's *erroneous statement*—

8 "The landlord is dismissed with prejudice. There's simply no cause of action against  
9 a landlord. If that were true, every strip center would be responsible for every person  
10 who slipped and fell in every store. It's just not a recognized cause of action under  
Nevada." December 5, 2018 Hearing, Pge. 26, ¶¶ 10-13.

11 However, as Plaintiff's initial Complaint evidences, Plaintiff **did not** name the Union Plaza  
12 Hotel as a Defendant as a "landlord," the Plaza was named as a consequence of its involvement with  
13 Defendant TIMESHARE LIQUIDATORS, LLC's illegal telemarketing activities— for that, there  
14 is an abundance of supporting legal authority.

15 At the December 5, 2018 Hearing, Judge Allf [literally] granted every issue that Defendants  
16 wanted stricken from Plaintiff's initial Complaint— yet Judge Allf *failed* to make any reference to  
17 Plaintiff's arguments. A copy of the August 27, 2019 Order is attached hereto and incorporated  
18 herein as **Exhibit 3**.

19 Then Judge Allf, after [first] approving Plaintiff's Voluntary Dismissal, then struck Plaintiff's  
20 Voluntary Dismissal, based upon Defendants Motion. However, as outlined, *supra*, Judge Allf  
21 obstructed Plaintiff's right to file an opposition to Defendants Motion.

22 Subsequently, Judge Allf, [again] granted each of Defendants' motions, including the  
23 dismissal of all claims. Followed by Judge Allf disregarding Plaintiff's appeal, and continuing to  
24 conduct hearings and issue orders, even though she was divested of jurisdiction to do so.

25 Then, Judge Allf, after she was divested of jurisdiction over Case No. A-18-776375-C, hence  
26 without legal authority, consolidated Case No. A-18-776375-C with Case No. A-19-799140-C (a  
27 new case brought by Plaintiff).

28

It is undeniable that Judge Alf has displayed a continuation of bias against this proper person Plaintiff.

For all of the aforementioned, Judge Alf should be removed from Case No. A-18-776375-C and Case No. A-19-799140-C.

DATED this 2nd day of December, 2019.

Respectfully submitted,

PAUL D.S. EDWARDS

/s/ Paul D.S. Edwards

Paul D.S. Edwards  
713 Wheat Ridge Lane, Unit 203  
Las Vegas, Nevada 89145  
Landline Telephone: 702.341.1776  
Cellular Telephone: 702.893.1776  
Email: pauldse@pauldsedwards.com  
Plaintiff, *pro se*

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**1. Objection to Decision and Order**  
to the following:

Chad F. Clement, MARQUIS AURBACH COFFING  
cclement@maclaw.com



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# **EXHIBIT 1**



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

\*\*\*\*\*

PAUL D.S. EDWARDS,

Plaintiff,

vs.

TIMESHARE LIQUIDATORS, LLC, et  
al,

Defendant.

CASE NO.: A-18-776375-C

DEPARTMENT 27

**ORDER**

**COURT FINDS** this case was commenced by the filing of a Complaint on June 19, 2018.

Thereafter, the matter proceeded by the filing of a Notice of Removal to U.S. District Court for the District of Nevada, a Motion to Dismiss filed by Defendants, the filing of an Answer, the filing of an Amended Complaint, another Motion to Dismiss, and another Amended Complaint.

The Motion to Dismiss was taken under advisement on or about June 29, 2019.

**COURT FURTHER FINDS** while that Motion to Dismiss was pending, the Plaintiff filed a Withdrawal of Second Amended Complaint, an Opposition to a Motion to Compel and then a Voluntary Dismissal on July 16, 2019.

**COURT FURTHER FINDS** thereafter, Defendant opposed the Plaintiff's Motion for Leave to File Second Amended Complaint and a Countermotion to Continue Decision on Plaintiff's Motion until after the Court Issues its Order on Defendant's May 1, 2019 Motion.

**THEREFORE, COURT ORDERS AS FOLLOWS:**

1. Defendant's Motion to Dismiss is granted in all respects. Defendant may submit to the Court Findings of Fact and Conclusions of Law in accordance with the relief requested in the Motion,
2. The Plaintiff's Voluntary Dismissal is hereby set aside and stricken from the Record,

HONORABLE NANCY L. ALLF

DISTRICT COURT JUDGE

DEPT XXVII

- 1 3. Defendant's Countermotion to Continue Decision on Plaintiff's Motion until after the  
2 Court issues its Order on Defendant's May 1, 2019 Motion is granted,  
3  
4 4. Plaintiff's Motion for Leave to File Second Amended Complaint is denied as moot.  
5  
6 5. Defendant shall prepare the appropriate Orders.

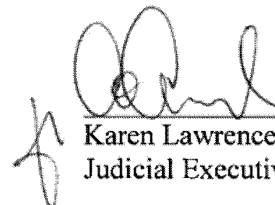
7  
8 DATED: August 5 2019

9  
10  
11   
12 NANCY ALLF  
13 DISTRICT COURT JUDGE

14  
15 **CERTIFICATE OF SERVICE**

16 I hereby certify that on August 2, 2019, a copy of the foregoing was electronically  
17 served pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial  
18 District Court's Electronic Filing Program and by mail to:

19 Paul D.S. Edwards  
20 713 Wheat Ridge Lane, Unit 203  
21 Las Vegas, NV 89145

22  
23   
24 Karen Lawrence  
25 Judicial Executive Assistant

# **EXHIBIT 2**



1 **NEO**  
2 **BRIAN P. CLARK**  
3 Nevada Bar No. 4236  
4 **LUKAS B. McCOURT**  
5 Nevada Bar No. 11839  
6 **CLARK MCCOURT**  
7 7371 Prairie Falcon Road, Suite 120  
8 Las Vegas, Nevada 89128  
9 Telephone: (702) 474-0065  
10 Facsimile: (702) 474-0068  
11 bpc@clarkmccourt.com  
12 lmccourt@clarkmccourt.com  
13 Attorneys for Defendant

9 **DISTRICT COURT**  
10 **CLARK COUNTY, NEVADA**

12 PAUL D. S. EDWARDS,

13 Plaintiff,

14 v.

15 **TIMESHARE LIQUIDATORS, LLC, a/d/b/a TCL**  
16 **RESORT LIQUIDATORS, a/d/b/a TLC RESORTS**  
17 **VACATION CLUB, LLC, a/d/b/a TLC RESORTS**  
18 **VACATION CLUB, a/d/b/a TLC RESORTS, a/k/a**  
19 **TLCRESORTS.COM, a/d/b/a TLC TRAVEL, a/d/b/a**  
20 **VIP TRAVEL, a/d/b/a VIP VACATIONS, and DOES**  
21 **I-X, and ROE CORPORATIONS XI-XX, et al.,**

19 Defendants.

Case No.: A-18-776375-C  
Dept. No.: XXVII

20 **NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT'S MOTION TO SET ASIDE**  
21 **PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL, OR IN THE ALTERNATIVE,**  
22 **FOR RELIEF PURSUANT TO NRCP 41(a)(2)**

23 PLEASE TAKE NOTICE that an **ORDER GRANTING DEFENDANT'S MOTION TO**  
24 **SET ASIDE PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL, OR IN THE**

25 ///

26 ///

27 ///


28 ///

1 **ALTERNATIVE, FOR RELIEF PURSUANT TO NRCP 41(a)(2)** was filed on August 27, 2019.

2 A copy of said Order is attached hereto.

3 DATED this 27th day of August, 2019.

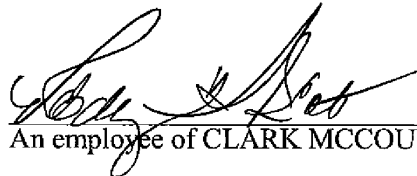
4 CLARK MCCOURT

5   
6 Brian P. Clark  
7 Lukas B. McCourt  
8 7371 Prairie Falcon Road, Suite 120  
9 Las Vegas, NV 89128  
10 Attorneys for Defendant

11 **CERTIFICATE OF SERVICE**

12 I certify that on the 27th day of August, 2019, I served a true and correct copy of **NOTICE**  
13 **OF ENTRY OF ORDER GRANTING DEFENDANT'S MOTION TO SET ASIDE**  
14 **PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL, OR IN THE ALTERNATIVE,**  
15 **FOR RELIEF PURSUANT TO NRCP 41(a)(2)** on the following parties/individuals via the  
16 court's mandatory electronic service provider, Odyssey.

17 Paul D.S. Edwards  
18 713 Wheat ridge Lane, Unit 203  
19 Las Vegas, NV 89145  
20 Plaintiff in proper person.

21   
22 An employee of CLARK MCCOURT  
23  
24  
25  
26  
27  
28



1 **ORDG**  
2 BRIAN P. CLARK  
3 Nevada Bar No. 4236  
4 LUKAS B. McCOURT  
5 Nevada Bar No. 11839  
6 CLARK MCCOURT  
7 7371 Prairie Falcon Road, Suite 120  
8 Las Vegas, Nevada 89128  
9 Telephone: (702) 474-0065  
10 Facsimile: (702) 474-0068  
11 bpc@clarkmccourt.com  
12 lmccourt@clarkmccourt.com  
13 Attorneys for Defendant

8 **DISTRICT COURT**  
9 **CLARK COUNTY, NEVADA**

10 PAUL D. S. EDWARDS,

11 Plaintiff,

12 v.

13 TIMESHARE LIQUIDATORS, LLC, a/d/b/a TCL  
14 RESORT LIQUIDATORS, a/d/b/a TLC RESORTS  
15 VACATION CLUB, LLC, a/d/b/a TLC RESORTS  
16 VACATION CLUB, a/d/b/a TLC RESORTS, a/k/a  
17 TLCRESORTS.COM, a/d/b/a TLC TRAVEL, a/d/b/a  
18 VIP TRAVEL, a/d/b/a VIP VACATIONS, and DOES  
19 I-X, and ROE CORPORATIONS XI-XX, et al.,

20 Defendants.

Case No.: A-18-776375-C  
Dept. No.: XXVII

18 **ORDER GRANTING DEFENDANT'S MOTION TO SET ASIDE PLAINTIFF'S**  
19 **NOTICE OF VOLUNTARY DISMISSAL, OR IN THE ALTERNATIVE, FOR RELIEF**  
20 **PURSUANT TO NRCP 41(a)(2)**

21 Defendant's Motion To Set Aside Plaintiff's Notice Of Voluntary Dismissal having come  
22 before the court, and no opposition having been filed by Plaintiffs,

23 **THE COURT FINDS** that this case was commenced by the filing of a Complaint on June  
24 19, 2018.

25 **THE COURT FURTHER FINDS** that the matter proceeded by the filing of a Notice of  
26 Removal to U.S. District Court for the District of Nevada, and remand to this court.

27 **THE COURT FURTHER FINDS** that Defendants filed a Motion to Dismiss which was  
28 granted in part.

1           **THE COURT FURTHER FINDS** that Defendant filed an Answer to the Complaint on  
2 February 6, 2019.

3           **THE COURT FURTHER FINDS** that Plaintiff filed an Amended Complaint on April 17,  
4 2019.

5           **THE COURT FURTHER FINDS** that the filing of an answer prohibits the voluntary  
6 dismissal of Plaintiff's action without a court order (NRCP 41).

7           **THEREFORE,**

8           **IT IS HEREBY ORDERED** that Plaintiff's Voluntary Dismissal is hereby set aside and  
9 stricken from the court Record.

10           **IT IS FURTHER ORDERED** that the court will issue a Scheduling Order and Order  
11 Setting Jury Trial based on the parties' Case Conference Reports and the NRCP 16 Conference  
12 conducted by the court on April 24 2019.

13           DATED this 26 day of August, 2019.

14

15

  
DISTRICT COURT JUDGE  


16

Submitted by:

17

CLARK MCCOURT

18



19

Brian P. Clark

20

Lukas B. McCourt

21

7371 Prairie Falcon Road, Suite 120

22

Las Vegas, NV 89128

23

Attorneys for Defendant

24

25

26

27

28

# **EXHIBIT 3**



NEO  
BRIAN P. CLARK  
Nevada Bar No. 4236  
LUKAS B. McCOURT  
Nevada Bar No. 11839  
CLARK MCCOURT  
7371 Prairie Falcon Road, Suite 120  
Las Vegas, Nevada 89128  
Telephone: (702) 474-0065  
Facsimile: (702) 474-0068  
bpc@clarkmccourt.com  
lmccourt@clarkmccourt.com  
Attorneys for Defendants

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

PAUL D. S. EDWARDS,

Plaintiff,

v.

TIMESHARE LIQUIDATORS, LLC, a/d/b/a TCL  
RESORT LIQUIDATORS, a/d/b/a TLC RESORTS  
VACATION CLUB, LLC, a/d/b/a TLC RESORTS  
VACATION CLUB, a/d/b/a TLC RESORTS, a/k/a  
TLCRESORTS.COM, a/d/b/a TLC TRAVEL, a/d/b/a  
TLC, a/d/b/a/ VIP TRAVEL, a/d/b/a VIP  
VACATIONS, a/d/b/a VIP INTERNATIONAL, and  
DOES I-X, and ROE CORPORATIONS XI-XX, et  
al.,

Defendants.

Case No.: A-18-776375-C  
Dept. No.: XXVII

**NOTICE OF ENTRY OF ORDER GRANTING DEFENDANT'S MOTION TO DISMISS,  
MOTION FOR MORE DEFINITE STATEMENT AND MOTION TO STRIKE**

PLEASE TAKE NOTICE that an **ORDER GRANTING DEFENDANT'S MOTION TO  
DISMISS, MOTION FOR MORE DEFINITE STATEMENT AND MOTION TO STRIKE**

///

///

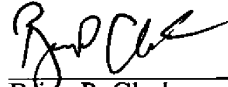
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///

1 was filed on August 27, 2019. A copy of said Order is attached hereto.

2 DATED this 27<sup>th</sup> day of August, 2019.

3 CLARK MCCOURT

4 

5 Brian P. Clark  
6 Lukas B. McCourt  
7 7371 Prairie Falcon Road, Suite 120  
8 Las Vegas, NV 89128  
9 Attorneys for Defendant

10  
11 **CERTIFICATE OF SERVICE**

12 I certify that on the 27<sup>th</sup> day of August, 2019, I served a true and correct copy of **NOTICE**  
13 **OF ENTRY OF ORDER GRANTING DEFENDANT'S MOTION TO DISMISS, MOTION**  
14 **FOR MORE DEFINITE STATEMENT AND MOTION TO STRIKE** on the following  
15 parties/individuals via the court's mandatory electronic service provider, Odyssey.

16 Paul D.S. Edwards  
17 713 Wheat ridge Lane, Unit 203  
18 Las Vegas, NV 89145  
19 Plaintiff in proper person.

20   
21 An employee of CLARK MCCOURT



**ORDG**  
BRIAN P. CLARK  
Nevada Bar No. 4236  
LUKAS B. McCOURT  
Nevada Bar No. 11839  
CLARK MCCOURT  
7371 Prairie Falcon Road, Suite 120  
Las Vegas, Nevada 89128  
Telephone: (702) 474-0065  
Facsimile: (702) 474-0068  
bpc@clarkmccourt.com  
lmccourt@clarkmccourt.com  
Attorneys for Defendants

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

PAUL D. S. EDWARDS,  
Plaintiff,

v.

TIMESHARE LIQUIDATORS, LLC, a/d/b/a TCL  
RESORT LIQUIDATORS, a/d/b/a TLC RESORTS  
VACATION CLUB, LLC, a/d/b/a TLC RESORTS  
VACATION CLUB, a/d/b/a TLC RESORTS, a/k/a  
TLCRESORTS.COM, a/d/b/a TLC TRAVEL, a/d/b/a  
TLC, a/d/b/a/ VIP TRAVEL, a/d/b/a VIP  
VACATIONS, a/d/b/a VIP INTERNATIONAL, and  
DOES I-X, and ROE CORPORATIONS XI-XX, et  
al.,

Defendants.

Case No.: A-18-776375-C  
Dept. No.: XXVII

**ORDER GRANTING DEFENDANT'S MOTION TO DISMISS, MOTION FOR MORE  
DEFINITE STATEMENT AND MOTION TO STRIKE**

Defendant's Motion To Dismiss, Motion For More Definite Statement and Motion to Strike came before the court for hearing on June 19, 2019. Sitting for the court was Supreme Court Justice (Ret.) Michael Cherry. Appearing for Defendant was Brian P. Clark of the law firm Clark McCourt. Also appearing was Plaintiff in proper person, Paul D.S. Edwards.

The court initially addressed Plaintiff's claim that Defendant's motion was moot by the filing of Plaintiff's Second Amended Complaint, the motion to dismiss seeking relief as to the First Amended Complaint. The court then received argument from Plaintiff that he was not required to

1 obtain leave of court prior to filing the Second Amended Complaint, claiming that the parties'  
2 separately filed early case conference reports constituted a stipulation that the parties could amend  
3 pleadings without leave of court until March 27, 2020. Plaintiff relied on *DeChambeau v.*  
4 *Balkenbush*, 134, Nev.Adv.Op. 75, 431 P.3d 359 (2018). Defendant argued that there was no  
5 stipulation and that reliance on *DeChambeau* was misplaced as there was (1) no stipulation created  
6 by the separately filed early case conference reports, and (2) the language of each parties' early case  
7 conference reports was that prescribed by the court's form case conference report that requires leave  
8 of court, and "further leave of court" after the date established by the scheduling order. The court  
9 informed the parties that the hearing and any rulings on the motion would be in relation to the First  
10 Amended Complaint.

11 Having reviewed the papers on file, and the argument of counsel made at the time of the  
12 hearing, the court makes the following findings.

13 **THE COURT FINDS** that Defendants removed Plaintiff's action to the United States  
14 District Court, District of Nevada based on federal question jurisdiction and that upon Plaintiff's  
15 repeated representations, verbal and written, that Plaintiff was not pursuing any claim based on  
16 federal law or regulations, Defendants stipulated for the remand of the case to state court.

17 **THE COURT FURTHER FINDS** that Plaintiff's initial Complaint was subject to  
18 Defendants' Motion To Dismiss and Motion For More Definite Statement, dismissing multiple  
19 claims and parties.

20 **THE COURT FURTHER FINDS** that the January 14, 2019 Order Granting In Part And  
21 Denying In Party Defendants' Motion to Dismiss allowed for limited amendment, as set forth in the  
22 Order.

23 **THE COURT FURTHER FINDS** that NRCP 15(a)(2) is applicable to the facts and history  
24 of this case, and amendment beyond the courts' January 14, 2019 Order would require the opposing  
25 party's written consent or the court's leave.

26 ///

27 ///

28 ///

1           **THE COURT FURTHER FINDS** that Plaintiff's First Amended Complaint violates this  
2 court's January 14, 2019 Order dismissing certain claims and parties by re-pleading claims and re-  
3 naming parties previously dismissed.

4           **THE COURT FURTHER FINDS** that Plaintiff's First Amended Complaint improperly  
5 attempts to include previously unpled claims in violation of the court's January 14, 2019 Order and  
6 without first obtaining leave of court to amend.

7           **THE COURT FURTHER FINDS** that Plaintiff's First Amended Complaint must set forth  
8 the elements of fraud, pleading each element of fraud and setting forth facts showing (1) a false  
9 representation; (2) that defendant knew or believed that his/her representation was false; (3)  
10 defendant intended to induce plaintiff to act or refrain from acting upon the misrepresentation; (4)  
11 plaintiff justifiably relied upon defendant's misrepresentation; and (5) plaintiff sustained damages as  
12 a result of the justifiable reliance.

13           **THE COURT FURTHER FINDS** that the First Amended Complaint mentions NRS  
14 41.600, consumer fraud, at paragraph 154, but fails to set forth any facts to satisfy the elements of  
15 fraud or to plead with particularity as required by NRCP 9(b). The First Amended Complaint  
16 references "NRS 598.0915 to 598.0925" relative to a consumer fraud claim but then identifies NRS  
17 598.0977 and NRS 598.0973 as the basis for the fraud. (First Amended Complaint at paras. 155-  
18 156.) Neither NRS 598.0977 nor NRS 598.0973 are included in the consumer fraud provisions of  
19 NRS 41.600. Reference to these statutes do not trigger consumer fraud as a matter of law.

20           **THE COURT FURTHER FINDS** that Plaintiff's original complaint and claims for  
21 consumer fraud based on NRS 41.600 and NRS 598.0915 to 598.0925 were dismissed for Plaintiff's  
22 failure to plead all the elements of fraud and failing to plead fraud with particularity pursuant to  
23 NRCP 9(b).

24           **THE COURT FURTHER FINDS** that the First Amended Complaint fails to plead all the  
25 elements of fraud and fails to plead fraud with particularity pursuant to NRCP 9(b).

26     ///  
27     ///  
28     ///

1       **THE COURT FURTHER FINDS** Plaintiff's First Amended Complaint seeks to bring  
2 several claims based on federal laws or regulations. The court's January 14, 2019 order did not  
3 permit amendment of the Plaintiff's Complaint to make claims for violations of federal laws or  
4 regulations.

5       **THE COURT FURTHER FINDS** that Plaintiff's original Complaint brought a claim for  
6 damages based on Plaintiff as an "elderly person", and that these claims were dismissed based on  
7 Plaintiff's failure to allege damages.

8       **THE COURT FURTHER FINDS** that the First Amended Complaint merely alleges that  
9 "Plaintiff (at age 75+) contends he has suffered anguish as a consequence" of the telephone calls.  
10 (First Amended Complaint at paras. 37 and 38.)

11       **THE COURT FURTHER FINDS** that the mere allegation of "anguish" is insufficient to  
12 satisfy the requirement to plead sufficient facts to establish the right to relief. (Accord *Miller v.*  
13 *Jones* 114 Nev. 1291, 1299–300, 970 P.2d 571, 577 (1998).)

14       **THE COURT FURTHER FINDS** that several claims in Plaintiff's original Complaint  
15 were dismissed as Plaintiff has no private right of action to enforce criminal penalties or to pursue  
16 privately the rights of the Nevada Attorney General or a county District Attorney.

17       **THE COURT FURTHER FINDS** that Plaintiff lacks standing to bring claims under NRS  
18 598.0979 to 598.099 as these actions are only available to the Commissioner of Consumer Affairs  
19 (NRS 598.0913), the Director of the Department of Business and Industry (NRS 598.0927), a  
20 district attorney or the Attorney General. (NRS 598.0979 to 598.099.)

21       **THE COURT FURTHER FINDS** that Plaintiff's original complaint alleged violations of  
22 NRS 707.910(2)-707.920, and that these claims were dismissed as Plaintiff did not oppose the  
23 motion and failed to allege any physical damage to Plaintiff's telephone lines. (January 14, 2019  
24 Order at p. 2 lines 17-19, p. 3 lines 14-16, p. 4 lines 25-27.)

25       **THE COURT FURTHER FINDS** that Plaintiff's First Amended Complaint fails to allege  
26 any interference with Plaintiff's telephone lines, obstruction of the phone lines, the postponement of  
27 any transmission, or damages Plaintiff incurred for the non-existent interference as required for a  
28 claim for violation of NRS 707.910 through NRS 707.920.

1           **THE COURT FURTHER FINDS** that Plaintiff lacks standing to bring claims under NRS  
2 599B.280 to 599B.290 as these statutes limit actions to the Attorney General or a District Attorney.

3           **THE COURT FURTHER FINDS** that Defendant Timeshare Liquidators, LLC, in various  
4 “doing business as” entities, is the only defendant named in this case.

5           **THE COURT FURTHER FINDS** that Plaintiff’s conspiracy claims do not satisfy the  
6 elements of a civil conspiracy, failing to identify a combination of two or more persons, a concerted  
7 action, the intent to accomplish an unlawful objective for the purpose of harming another, and  
8 damage that results from the act or acts.

9           **THE COURT FURTHER FINDS** that Plaintiff’s First Amended Complaint fails to  
10 specifically identify any person or party other than Timeshare Liquidators, LLC.

11           **THE COURT FURTHER FINDS** that a co-conspirator would be a necessary party  
12 pursuant to NRCP 19.

13           **THE COURT FURTHER FINDS** that Plaintiff’s enterprise liability claims do not satisfy  
14 the elements of an enterprise liability claim, failing to establish (1) an agreement among members of  
15 a group, (2) a common purpose, (3) a community of pecuniary interest among the members, and (4)  
16 an equal voice and control in the direction of the enterprise.

17           **THE COURT FURTHER FINDS** that Plaintiff’s First Amended Complaint fails to  
18 specifically identify any member of the alleged enterprise other than Timeshare Liquidators, LLC.

19           **THE COURT FURTHER FINDS** that other enterprises would be a necessary party  
20 pursuant to NRCP 19.

21           **THE COURT FURTHER FINDS** that Plaintiff’s concert of action claims do not satisfy  
22 the minimal pleading requirements of a concert of action claim, failing to show (1) proof of an  
23 agreement to engage in conduct that is inherently dangerous or poses a substantial risk of harm to  
24 others, and (2) that the conduct of each tortfeasor is itself tortious.

25           **THE COURT FURTHER FINDS** that Plaintiff’s First Amended Complaint fails to  
26 specifically identify any other individual that allegedly acted in concert with Timeshare Liquidators,  
27 LLC.

28       ///

1       **THE COURT FURTHER FINDS** that other individuals who may have acted in concert  
2 with Timeshare Liquidators, LLC would be a necessary party pursuant to NRCP 19.

3       **THE COURT FURTHER FINDS** that Plaintiff's First Amended Complaint violates this  
4 court's January 14, 2019 Order dismissing certain claims and parties by pleading claims against  
5 parties that were dismissed without leave to amend.

6       **THE COURT FURTHER FINDS** that Plaintiff's First Amended Complaint violates  
7 NRCP 11 by alleging claims against "Defendants (both ongoing and dismissed)" (First Amended  
8 Complaint at paras. 1.b ; 25, 26, 29, 34, 39).

9       **THE COURT FURTHER FINDS** that Plaintiff's First Amended Complaint violates  
10 NRCP 11 by alleging claims against the previously dismissed owners of the limited liability  
11 company (First Amended Complaint at paras. 16, 19, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31, 32, 33,  
12 34, 35, 36, 37, 38, 39, 46, 50, 109, 164.)

13       **THE COURT FURTHER FINDS** that Plaintiff intentionally violated the court's January  
14 14, 2019 Order and NRCP 11 by asserting allegations against the dismissed individual defendants.  
15 (First Amended Complaint at paras. 1.b ; 25, 26, 29, 34, 39).

16       **THE COURT FURTHER FINDS** that Plaintiff's violation of court orders and court rules  
17 justifies dismissal of the individual parties (dismissed by the January 14, 2019 Order) a second time  
18 pursuant to NRCP 41(b).

19       **THE COURT FURTHER FINDS** that Plaza Hotel & Casino was dismissed from this  
20 action, with prejudice, as part of the January 14, 2019 Order.

21       **THE COURT FURTHER FINDS** that Plaintiff, in violation of the January 14, 2019 Order  
22 and other court rules re-pled claims against "Defendant Plaza" in the First Amended Complaint.  
23 (First Amended Complaint at paras. 13, 14, 56, 78, 78 footnote 39.)

24       **THE COURT FURTHER FINDS** that Plaintiff's violation of court orders and court rules  
25 justifies dismissal of the Plaza Hotel & Casino pursuant to NRCP 41(b).

26     ///

27     ///

28     ///

1       **THE COURT FURTHER FINDS** that Plaintiff's First Amended Complaint is so vague or  
2 ambiguous regarding the 56 allegations that are based on unidentified "directly or indirectly" actions  
3 (First Amended Complaint at paras. 1.a; 1.b; 1.c; 1.d; 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22,  
4 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 46, 50, 82, 106, 107, 108, 109, 110,  
5 111, 112, 113, 114, 115, 118-122, 146, 147, 148, 149, 163) that Defendant cannot reasonably  
6 prepare a response.

7       **THE COURT FURTHER FINDS** that the allegations are vague and/or ambiguous as the  
8 allegations fail to identify what actual activities were performed by the Defendant or by one of the  
9 unidentified co-conspirators, enterprises or others allegedly acting in concert.

10       **THE COURT FURTHER FINDS** that Plaintiff's First Amended Complaint includes  
11 immaterial, impertinent and/or scandalous allegations.

12       **THE COURT FURTHER FINDS** that paragraph 10 of the First Amended Complaint  
13 alleges "This business license has been Revoked" has no evidentiary purpose and is immaterial,  
14 impertinent and/or scandalous and creates a false inference that the revocation was due to some  
15 impropriety and to taint Defendant with whomever reads the complaint, including the jury.

16       **THE COURT FURTHER FINDS** that paragraph 29 of the First Amended Complaint  
17 alleges that the Defendant and other unidentified and unnamed entities "earned, and continues to  
18 earn hundreds-of-thousands of dollars by engaging in, or causing the engaging in illegal unsolicited  
19 telemarketing and solicitation telephone calls" has no evidentiary purpose and is immaterial,  
20 impertinent and/or scandalous as an improper attempt to influence the trier of facts based on the  
21 monetary position of a party. Further, the reference to money, when combined with the allegation of  
22 illegal conduct, is intended to place Defendant in a false light and to improperly influence  
23 whomever reads the complaint, including the jury.

24       **THE COURT FURTHER FINDS** that the hearsay allegations contained in paragraphs 56,  
25 57, 58, 59, 60, 62, 63, 64, 68, 69, 82, 83, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 99, 100 of  
26 the First Amended Complaint are not plead as facts and are therefore immaterial, impertinent and/or  
27 scandalous.

1           **THE COURT FURTHER FINDS** that the references in the First Amended Complaint to  
2 defense counsel, paras. 82, 88, 89, 92, 95, 99, are immaterial, impertinent and/or scandalous.  
3 Plaintiff has not alleged any facts to indicate that Defendant's legal counsel made any of the  
4 telephone calls alleged in the complaint, had any input or control over the making of alleged  
5 telephone calls, nor did Plaintiff name defense counsel as a party. It is improper for Plaintiff to seek  
6 to persuade the trier of fact in favor of Plaintiff's claims based on the legal right of Defendant to hire  
7 legal counsel and defend the action. Permitting the references to defense counsel improperly moves  
8 the attention of the case to counsel rather than the merits, and is an improper attempt to make  
9 counsel a witness in the case.

10           **THE COURT FURTHER FINDS** that Plaintiff was aware from the prior motion to  
11 dismiss that he lacks standing to bring a claim based on a private right of action to enforce statutes  
12 limited to governmental entities.

13           **THE COURT FURTHER FINDS** that Plaintiff's intentional and repeated improper  
14 pleading of statutory violations, for which he lacks standing to pursue, supports an award of  
15 sanctions.

16           **THE COURT FURTHER FINDS** that Plaintiff's claims based on the alleged violations of  
17 NRS 707.910 through NRS 707.920 as set forth in the First Amended Complaint were brought in  
18 violation of NRCP 11(b)(1-3) and supports an award of sanctions.

19           **THE COURT FURTHER FINDS** that Plaintiff's claims based on the alleged violations of  
20 NRS 599B.280 to 599B.290 as set forth in the First Amended Complaint were brought in violation  
21 of NRCP 11(b)(1-3) and supports an award of sanctions.

22           **THEREFORE,**

23           **IT IS HEREBY ORDERED** that Plaintiff's First Amended Complaint based on consumer  
24 fraud under NRS 41.600 and NRS 598.0915 to 598.025 is dismissed for Plaintiff's failure to plead  
25 all the elements of fraud and failing to plead fraud with particularity pursuant to NRCP 9(b). This is  
26 the second dismissal of these claims.

27       ///

28       ///

1           **IT IS FURTHER ORDERED** that the Motion To Dismiss is granted in relation to all  
2 claims for the violation of federal laws and regulations. The claims specifically dismissed are set  
3 forth at: p. 2, line 28; paragraphs 5-6; paragraph 15 footnote 3; paragraph 21 footnote 7; paragraph  
4 23 footnote 8; paragraph 36; paragraph 75(1)(v) footnote 26; paragraphs 107-108; paragraph 111  
5 footnotes 53 and 54; paragraph 112; paragraphs 118-122; paragraph 125; paragraph 128; and  
6 paragraphs 139-149.

7           **IT IS FURTHER ORDERED** that Plaintiff's claims based on NRS 598.0977 and NRS  
8 599B.300 are dismissed.

9           **IT IS FURTHER ORDERED** that Plaintiff's claims in the First Amended Complaint  
10 based on NRS 598.0973, providing for civil penalties "in any action brought pursuant to NRS  
11 598.0979 to 598.099" are dismissed.

12           **IT IS FURTHER ORDERED** that Plaintiff's claims based on NRS 598.0979 to 598.099  
13 are dismissed as these actions are only available to the Commissioner of Consumer Affairs (NRS  
14 598.0913), the Director of the Department of Business and Industry (NRS 598.0927), a district  
15 attorney or the Attorney General. (NRS 598.0979 to 598.099.)

16           **IT IS FURTHER ORDERED** that Plaintiff's claims based on violations of NRS  
17 707.910(2)-707.920 are dismissed. This is the second dismissal of these claims.

18           **IT IS FURTHER ORDERED** that Plaintiff's claims based on NRS 599B.280 to 599B.290  
19 are dismissed.

20           **IT IS FURTHER ORDERED** that Plaintiff's claims for conspiracy are dismissed.

21           **IT IS FURTHER ORDERED** that Plaintiff's claims for enterprise liability are dismissed.

22           **IT IS FURTHER ORDERED** that Plaintiff's claims for concert of action as alleged in 55  
23 separate paragraphs of the First Amended Complaint<sup>1</sup> are dismissed.

24       ///

25       ///

26

---

27           <sup>1</sup> First Amended Complaint at paras. 1.a; 1.b; 1.c, 1.d; 9, 12, 13, 14, 15, 16, 17, 18, 19,  
28 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 46, 50, 82, 106, 107, 108,  
109, 110, 111, 112, 113, 114, 115, 118-122, 146, 147, 148, 149, 163,

1           **IT IS FURTHER ORDERED** that all allegations, claims and causes of action against  
2 Stanley Mullis, Angel Mullis, Jonathan Jossel and Michael Pergolini are dismiss pursuant to NRCP  
3 41(b) and that this dismissal operates as an adjudication on the merits pursuant to NRCP 41(b).

4           **IT IS FURTHER ORDERED** that as the dismissal of Stanley Mullis, Angel Mullis,  
5 Jonathan Jossel and Michael Pergolini is pursuant to NRCP 41(b) and operates as an adjudication  
6 on the merits, there is no just reason for delay and the dismissal of these parties constitutes a final  
7 judgment pursuant to NRCP 54(b).

8           **IT IS FURTHER ORDERED** that all allegations, claims and causes of action against Plaza  
9 Hotel & Casino, LLC are dismiss pursuant to NRCP 41(b) and that this dismissal operates as an  
10 adjudication on the merits pursuant to NRCP 41(b).

11           **IT IS FURTHER ORDERED** that as the dismissal of Plaza Hotel & Casino, LLC is  
12 pursuant to NRCP 41(b) and operates as an adjudication on the merits, there is no just reason for  
13 delay and the dismissal of this party constitutes a final judgment pursuant to NRCP 54(b).

14           **IT IS FURTHER ORDERED** that Plaintiff's Motion For More Definite Statement is  
15 granted as to the vague and ambiguous allegations of "directly or indirectly" actions as alleged in  
16 the First Amended Complaint at paras. 1.a; 1.b; 1.c; 1.d; 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22,  
17 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 46, 50, 82, 106, 107, 108, 109, 110,  
18 111, 112, 113, 114, 115, 118-122, 146, 147, 148, 149, 163.

19           **IT IS FURTHER ORDERED** that Plaintiff shall provide a more definite statement, as  
20 provided by NRCP 12(e), within 14 days of notice of entry of this order.

21           **IT IS FURTHER ORDERED** that Defendant's Motion To Strike is granted as to paragraph  
22 10 of the First Amended Complaint that "This business license has been Revoked."

23           **IT IS FURTHER ORDERED** that Defendant's Motion To Strike is granted as to paragraph  
24 29 of the First Amended Complaint that the Defendant and other unidentified and unnamed entities  
25 "earned, and continues to earn hundreds-of-thousands of dollars by engaging in, or causing the  
26 engaging in illegal unsolicited telemarketing and solicitation telephone calls."

27     ///

28     ///

**IT IS FURTHER ORDERED** that Defendant's Motion To Strike is granted as to the hearsay allegations set forth in paragraphs 56, 57, 58, 59, 60, 62, 63, 64, 68, 69, 82, 83, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 99, 100 of the First Amended Complaint.

**IT IS FURTHER ORDERED** that Defendant's Motion To Strike is granted as to the references to defense counsel set forth in paragraphs 82, 88, 89, 92, 95, 99 of the First Amended Complaint.


**IT IS FURTHER ORDERED** that monetary sanctions for Plaintiff's intentional improper pleading and violation of this court's January 14, 2019 Order are held in abeyance until a proper motion or show cause order has come before the court.

DATED this 26 day of August, 2019.

Nancy L Alf  
DISTRICT COURT JUDGE

Submitted by:

CLARK MCCOURT

  
 Brian P. Clark  
 Lukas B. McCourt  
 7371 Prairie Falcon Road, Suite 120  
 Las Vegas, NV 89128  
 Attorneys for Defendant

# **EXHIBIT 4**

**From:** Paul D S Edwards  
**To:** "Brian Clark"  
**Subject:** RE: Edwards v. Timeshare  
**Date:** Friday, July 12, 2019 7:46:00 AM

---

OK...I don't believe they can get anything other than fees....

---

**From:** Brian Clark [mailto:bpc@clarkmccourt.com]  
**Sent:** Friday, July 12, 2019 7:46 AM  
**To:** Paul D S Edwards  
**Subject:** Re: Edwards v. Timeshare

Paul,

We are going to need to discuss other options. My client wants me to pursue fees and costs on the dismissal.

Let's talk later this morning.

Brian

Get [Outlook for iOS](#)

---

**From:** Paul D S Edwards <pauldse@pauldsedwards.com>  
**Sent:** Thursday, July 11, 2019 4:12:58 PM  
**To:** Brian Clark  
**Subject:** RE: Edwards v. Timeshare

Brian:

I'll bring a money order for \$373.00 to your office tomorrow. Just give me a receipt for the funds....If you're not there I'll leave it with the receptionist...Just have him/her give me receipt.

Paul

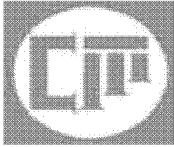
---

**From:** Brian Clark [mailto:bpc@clarkmccourt.com]  
**Sent:** Thursday, July 11, 2019 3:40 PM  
**To:** Paul D S Edwards  
**Subject:** Edwards v. Timeshare

Mr. Edwards,

During our discovery dispute conference today you indicated that you intended to voluntarily dismiss the First Amended Complaint and to repay Defendants' filing fees of \$373.00. As there are current deadlines pending on (1) Defendant's motion to compel discovery, including a hearing date, and (2) Defendant's response/opposition to Plaintiff's motion for leave to amend provide me with Notice of Voluntary Dismissal at your earliest convenience to avoid unnecessary time spent addressing this issues.

Brian P. Clark



CLARK MCCOURT

7371 Prairie Falcon Road, Suite 120

Las Vegas, NV 89128

Tele. 702 474-0065

Fax. 702 474-0068

[bpc@clarkmccourt.com](mailto:bpc@clarkmccourt.com)

# **EXHIBIT 5**

ORIGINAL

Electronically Filed  
7/15/2019 11:49 AM  
Steven D. Grierson  
CLERK OF THE COURT



1 **RCPT (CIV)**  
2 PAUL D.S. EDWARDS,  
3 713 Wheat Ridge Lane, Unit 203,  
4 Las Vegas, Nevada 89145  
5 Landline Telephone: 702.341.1776  
6 Cellular Telephone: 702.893.1776  
7 Email: pauldse@pauldsedwards.com  
8 Plaintiff *pro se*

6 **DISTRICT COURT,**  
7  
8 **CLARK COUNTY, NEVADA**

9 PAUL D.S. EDWARDS,

10 **Plaintiff,**

11 **vs.**

12 **TIMESHARE LIQUIDATORS, LLC,**  
13 **a/d/b/a TLC RESORT LIQUIDATORS,**  
14 **a/d/b/a TLC RESORTS VACATION CLUB, LLC,**  
15 **a/d/b/a TLC RESORTS VACATION CLUB,**  
16 **a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,**  
17 **a/d/b/a TLC TRAVEL, a/d/b/a VIP TRAVEL,**  
18 **a/d/b/a VIP VACATIONS, a/d/b/a VIP INTERNATIONAL,**  
19 **and DOES I-X, and ROE CORPORATIONS XI-XX, et al.**

20 **Defendants.**

**CASE NO.: A-18-776375-C**

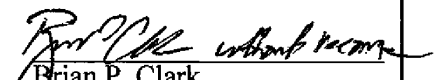
**DEPT. NO.: XXVII**

21 **RECEIPT FOR FILING FEES**

22 On July 15, 2019, I received from Plaintiff PAUL D.S. EDWARDS, *pro se*, a U.S. Postal  
23 Service "Postal Money Order" (Serial Number 25284418874) for the amount of THREE  
24 HUNDRED-SEVENTY THREE DOLLARS AND NO CENTS (\$373.00), as full and complete  
25 payment for Defendants Filing Fees.

26 DATED this 15th day of July 2019.

27 **CLARK MCCORT**

28   
Brian P. Clark  
7371 Prairie Falcon Road  
Suite 120  
Las Vegas, NV 89128



## CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION  <b>NOT NEGOTIABLE</b>	Pay to <i>CLARK McCurt</i>	KEEP THIS RECEIPT FOR YOUR RECORDS		
	Address <i>Timothy Lig - Voluntary Dismissal For Filing Fees - A-18-776375-C</i>			
Serial Number <b>25284418874</b>	Year, Month, Day <b>2019-07-13</b>	Post Office <b>891034</b>	Amount <b>\$373.00</b>	Clerk <b>12</b>

# **EXHIBIT 6**

ORIGINAL

*Steven D. Grierson*

VDSM (CIV)  
PAUL D.S. EDWARDS,  
713 Wheat Ridge Lane, Unit 203,  
Las Vegas, Nevada 89145  
Landline Telephone: 702.341.1776  
Cellular Telephone: 702.893.1776  
Email: pauldsc@pauldsedwards.com  
Plaintiff *pro se*

**DISTRICT COURT,  
CLARK COUNTY, NEVADA**

PAUL D.S. EDWARDS,

**Plaintiff,**

*vs.*

TIMESHARE LIQUIDATORS, LLC,  
a/d/b/a TLC RESORT LIQUIDATORS,  
a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
a/d/b/a TLC RESORTS VACATION CLUB,  
a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
a/d/b/a TLC TRAVEL, a/d/b/a VIP TRAVEL,  
a/d/b/a VIP VACATIONS, a/d/b/a VIP INTERNATIONAL,  
and DOES I-X, and ROE CORPORATIONS XI-XX, et al.,

**Defendants.**

**CASE NO.:** A-18-776375-C

**DEPT. NO.:** XXVII

**NOTICE OF VOLUNTARY DISMISSAL, PURSUANT TO  
NEVADA RULES OF CIVIL PROCEDURES, RULE 41(a)**

**TO:** The Honorable Nancy L. Allf,  
District Court Judge, Eighth Judicial District Court, Clark County, Nevada

Pursuant to Nevada Rules of Civil Procedures ("NRCP"), Rule 41(a), Plaintiff PAUL D.S. EDWARDS, *in proper person* ("**Plaintiff**"), hereby voluntarily dismisses the above-entitled lawsuit, without prejudice.

NRCP, Rule 41(a) states, in pertinent part—

Rule 41. Dismissal of Actions

(a) Voluntary Dismissal: Effect Thereof.

(1) By the Plaintiff.

(A) Without a Court Order. Subject to Rules 23(f), 23.1, 23.2, 66, and any applicable statute, the plaintiff may dismiss an action without a court order by filing:

(i) a notice of dismissal before the opposing party serves either an answer or a motion for summary judgment;

<input checked="" type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Dismissal and Remand
<input type="checkbox"/> Disputed Dismissal	<input type="checkbox"/> Dismissal and Judgment
<input type="checkbox"/> Motion to Dismiss by Defendant	<input type="checkbox"/> Judgment of Acquittal

The right of a voluntary dismissal is absolute— as long as it is filed **before service of an answer or motion for summary judgment**. NRCp, Rule 41(a)(1)(A)(i). A voluntary dismissal can occur even after significant activity has already taken place in the action, such as a motion to compel arbitration, a Rule 12 motion to dismiss (even with the court announcing its intended ruling), or a full evidentiary hearing and ruling on a motion for preliminary injunction. See *Miller v. Reddin*, 422 F.2d 1264, 1266 (9th Cir. 1970) (Rule 12 motion); *Hamilton v. Shearson Lehman American Express, Inc.*, 813 F.2d 1532, 1534–35 (9th Cir. 1987) (motion to compel arbitration); *American Soccer Co., Inc. v. Score First Enters.*, 187 F.3d 1108, 1110–12 (9th Cir. 1999).

In the instant matter, Plaintiff, by order of this Court, filed his First Amended Complaint For Damages, Injunctive Relief, and, Demand for Trial by Jury on April 17, 2019 (**“First Amended Complaint”**). Defendants responded with a Motion to Strike for Plaintiff’s Refusal to Comply with the Court’s Order Granting Defendant’s Motion for More Definite Statement (**“Motion”**). A decision by the Court is pending on Defendants Motion.

Nevertheless, as of the filing and service of Plaintiff's Notice of Voluntary Dismissal (July 12, 2019), Defendants have not Answered to Plaintiff's First Amended Complaint. Nor have Defendants filed a motion for summary judgment, and no Counterclaim, Crossclaim, or Third-Party Claim has been filed in this action.

Pursuant to NRCP, Rule 41(a)(1)(C), Plaintiff will reimburse Defendants' filing fees—  
Defendants counsel advised Plaintiff that the filing fees amount to \$373.00.<sup>1</sup>

DATED this 12th day of July 2019.

Respectfully Submitted,

PAUL D.S. EDWARDS

/s/ Paul D.S. Edwards  
Paul D.S. Edwards, Plaintiff, *pro se*  
713 Wheat Ridge Lane, Unit 203,  
Las Vegas, Nevada 89145  
Cellular Telephone: (702) 893-1776  
Landline/Facsimile: (702) 341-1776  
Email: pauldse@pauldsedwards.com

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**CERTIFICATE OF E-SERVICE**

I HEREBY CERTIFY that, on the 16th day of July 2019, pursuant to the Nevada Electronic Filing and Conversion Rules (NEFCR) & N.R.C.P., Rule 5(b)(4), I e-filed and e-served a true and correct copy of the following document, Plaintiff's:

1. Notice of Voluntary Dismissal, Pursuant to Nevada Rules of Civil Procedures, Rule 41(a)

to the following:

Brian P. Clark at bpc@clarkmccourt.com



---

Designee for Plaintiff



**RPLY (CIV)**  
PAUL D.S. EDWARDS,  
713 Wheat Ridge Lane, Unit 203,  
Las Vegas, Nevada 89145  
Landline Telephone: 702.341.1776  
Cellular Telephone: 702.893.1776  
Email: pauldse@pauldsedwards.com  
Plaintiff *pro se*

**DISTRICT COURT,  
CLARK COUNTY, NEVADA**

PAUL D.S. EDWARDS,

**Plaintiff,**

**vs.**

TIMESHARE LIQUIDATORS, LLC,  
a/d/b/a TLC RESORT LIQUIDATORS,  
a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
a/d/b/a TLC RESORTS VACATION CLUB,  
a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
a/d/b/a VIP VACATIONS,  
a/d/b/a VIP INTERNATIONAL,  
and CASH4ASKING, LLC,  
a/d/b/a CASH4ASKING.COM,  
and STANLEY C. MULLIS, a/k/a STANLEY MULLIS,  
a/k/a STAN MULLIS,  
and ANGEL C. MULLIS, a/k/a ANGEL MULLIS,  
a/k/a ANGEL SANTILLI,  
and EDUARDO ROMAY HERNANDEZ,  
a/k/a EDUARDO L ROMAYHERNANDEZ,  
a/k/a EDUARDO ROMAY,  
a/k/a EDUARDO L. ROMAY HERNANDEZ,  
a/k/a HERNANDEZ EDUARDO ROMAY,  
a/k/a HERNANDEZ EDUARDO L ROMAY,  
a/k/a EDUARDO ROMAY,  
a/k/a MR EDUARDO L. ROMAY,  
and GLADYS C. RIONDA,  
a/k/a SUITO GLADYS RIONDA,  
a/k/a GLADYS C. RIONDA-SUITO,  
a/k/a GLADYS SUITO,  
a/k/a GLADYS RIONDA SUITO,  
and DOES I-X, and ROE CORPORATIONS XI-XX, et al.

**Defendants.**

**CASE NO.: A-19-799140-C**

**DEPT. NO.: XXII**

**REPLY  
TO DEFENDANT'S RESPONSE TO  
PLAINTIFF'S OBJECTION  
TO DECISION AND ORDER,**

**AND,**

**DEFENDANTS'  
CASH4ASKING, LLC,  
EDUARDO ROMAY HERNANDEZ  
AND GLADYS RIONDA SUITO  
JOINDER TO DEFENDANTS'  
RESPONSE TO PLAINTIFF'S  
OBJECTION TO DECISION  
AND ORDER**

1 TIMESHARE LIQUIDATORS, LLC,  
a/d/b/a TLC RESORT LIQUIDATORS,  
2 a/d/b/a TLC RESORTS VACATION CLUB, LLC,  
a/d/b/a TLC RESORTS VACATION CLUB,  
3 a/d/b/a TLC RESORTS, a/k/a TLCRESORTS.COM,  
a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
4 a/d/b/a VIP VACATIONS, a/d/b/a VIP INTERNATIONAL,

5 **Counter-Claimants,**

6 **vs.**

7 PAUL D.S. EDWARDS,

8 **Counter-Defendant.**  
9

10 Defendants,<sup>1</sup> by and through their attorney, Brian P. Clark, CLARK MCCOURT, and Joinder  
11 Defendants,<sup>2</sup> by and through their attorney, Chad F. Clement, MARQUIS AURBACH COFFING,  
12 have filed “Defendant’s Response to Plaintiff’s Objection to Decision and Order” (“**Response**”).

13 Presumably the Response was prepared by, or at the direction of attorney Clark. And  
14 surmisedly, attorney Clark is the singular person that reviewed the Response, and subsequently  
15 approved the substance, wording, and [total] details within the Response. The previous sentence is  
16 noteworthy because Defendants Response is [intentionally] well-fed with falsehoods, prevarications,  
17 and hypocrisy, all set in-place to misdirect the Court; put Plaintiff in a bad-light; and separate the  
18 facts from the fallacies.

19 As in previous filings, Defendants, and attorney Clark, suggest, through *disparagement* and  
20 *ad hominem* attacks, that “Plaintiff has a history of filing frivolous documents, a history of repeated  
21 failures to follow court rules, and a history of violating court orders.” Response, Pge. 1, ¶¶ 25-26.

22  
23 <sup>1</sup>TIMESHARE LIQUIDATORS, LLC, a/d/b/a TLC RESORT LIQUIDATORS, a/d/b/a TLC  
24 RESORTS VACATION CLUB, LLC, a/d/b/a TLC RESORTS VACATION CLUB, a/d/b/a TLC  
25 RESORTS, a/k/a TLCRESORTS.COM, a/d/b/a TLC TRAVEL, a/k/a TLC, a/d/b/a VIP TRAVEL,  
a/d/b/a VIP VACATIONS, a/d/b/a VIP INTERNATIONAL, and STANLEY C. MULLIS, a/k/a  
26 STANLEY MULLIS, a/k/a STAN MULLIS, and ANGEL C. MULLIS, a/k/a ANGEL MULLIS,  
a/k/a ANGEL SANTILLI (**collectively “Defendants”**).

27 <sup>2</sup>CASH4ASKING, LLC, a/d/b/a CASH4ASKING.COM, and EDUARDO ROMAY HERNANDEZ,  
28 a/k/a EDUARDO L ROMAYHERNANDEZ, a/k/a EDUARDO ROMAY, a/k/a EDUARDO L.  
ROMAY HERNANDEZ, a/k/a HERNANDEZ EDUARDO ROMAY, a/k/a HERNANDEZ  
EDUARDO L ROMAY, a/k/a EDUARDO ROMAY, a/k/a MR EDUARDO L. ROMAY, and  
GLADYS C. RIONDA, a/k/a SUI TO GLADYS RIONDA, a/k/a GLADYS C. RIONDA-SUITO,  
a/k/a GLADYS SUI TO, a/k/a GLADYS RIONDA SUI TO (**collectively “Joinder Defendants”**).

1 Yet, other than hollow words, and the twists-of-facts put-forth in their filings, Defendants  
2 fail to provide any specific support for their *disparagements, castigations, and accusations* directed  
3 [specifically] at Plaintiff. Still, Plaintiff is not surprised by attorney Clark's *ad hominem* attacks, for,  
4 as Plaintiff has learned in the few cases involving Plaintiff and attorney Clark, that is attorney  
5 Clark's *Modus Operandi*.

6 Since 2003, Plaintiff has been well-aware of attorney Clark's propensity to distort the facts  
7 and sidestep the truth. As Plaintiff had advised attorney Clark, Mr. Clark holds the distinction as the  
8 [primary] reason why, since 2003, Plaintiff records all conversations and meetings— for Plaintiff  
9 has learned that the court will accept an attorneys accounting before considering a proper person's  
10 explanation. Recording of conferences and conversations is Plaintiff's (a proper person litigant)  
11 [only] means of keeping accurate, irrefutable records— rather than the least accurate means of  
12 written notations. Plaintiff's [record keeping] accuracy is crucial, [simply] because, as demonstrated  
13 over the many years Plaintiff has been litigating, judges will accept the justification of issues,  
14 conversations, and conferences (as accurate) from an attorney (an "officer of the court"), before any  
15 proper person litigant is believed— that reasoning is supported by Judge All's connotative bias in  
16 the instant law suit.

17 The last statement, *supra*, is supported by the *irrefutable fact* that at the December 12, 2018  
18 hearing on "Defendants' Motion to Dismiss, Motion for More Definite Statement and Motion for  
19 Evidentiary Hearing" ("MTD1"), Judge Allf (with the exception of the "...Motion for Evidentiary  
20 Hearing"), [literally] **granted every other part of Defendants MTD1**.

21 Even more so, and justifying Plaintiff's allegations of Judge Allf's *bias*, is the *inarguable*  
22 *fact* that Judge Allf **totally disregarded every point of opposition** presented by Plaintiff to  
23 Defendants MTD1. As previously put-forth by Plaintiff, when Judge Allf stated the following—

24 "The landlord is dismissed with prejudice. There's simply no cause of action against  
25 a landlord. If that were true, every strip center would be responsible for every person  
26 who slipped and fell in every store. It's just not a recognized cause of action under  
Nevada." December 5, 2018 Hearing, Pge. 26, ¶¶ 10-13—

27 in conjunction with ignoring Plaintiff's citation to *Sports Form v. LeRoy's Horse & Sports Place*,  
28 108 Nev. 37, 40, 823 P.2d 901, 902 (1992)(citing *Cort v. Ash*, 422, U.S. 66, 78 (1975), Plaintiff  
knew there was not only an appearance of bias, but an issue of bias.

1 In *Cort*, the Nevada Supreme Court, following the U.S. Supreme Court, held that—

2 In determining whether a private remedy is implicit in a statute not expressly  
3 providing one, several factors are relevant. First, is the plaintiff “one of the class for  
4 whose especial benefit the statute was enacted,”- that is, does the statute create a right  
5 in favor of the plaintiff? Second, is there any indication of legislative intent, explicit  
6 or implicit, either to create such a remedy or to deny one? Third, is it consistent with  
7 the underlying purposes of the legislative scheme to imply such a remedy for the  
8 plaintiff? Ash, 422 U.S. at 78. Plaintiff’s initial Complaint, Pgs. 19, ¶¶ 15-19.

9 As Plaintiff argued in his “Opposition to Defendants’ Motion to Dismiss, Motion for More  
10 Definite Statement and Motion for Evidentiary Hearing” (“OPPO1”), and as Judge Allf  
11 [completely] ignored—simply because a Nevada statute is absent language providing for a “private  
12 remedy,” such as those alleged against Defendants, a “private remedy” may [actually] be permitted.

13 Nevertheless, as evidenced by the record, Judge Allf accepted every argument presented by  
14 Defendants attorney, and completely ignored Plaintiff’s counter-arguments. In other words—  
15 believe the attorney (an officer of the court), and disregard the arguments put-forth by a proper  
16 person Plaintiff.

17 *A clear demonstration of implicit bias, or perhaps extrinsic bias, or perhaps both.*

#### 18 MEMORANDUM OF POINTS AND AUTHORITIES

##### 19 I. “LIAR, LIAR, PANTS ON FIRE”:

20 A child’s parity [perhaps], yet appropriate, and right-on-point.

21 Persons all over the United States know that simple rhyme. They say it when someone, such  
22 as Defendants and their attorney, get caught in a lie. In other words, when someone gets busted for  
23 lying. So, why do people lie ? The reasoning behind lying is to create deception. Here, the overall  
24 reason for Plaintiff’s opponents to lie is simple—because lying will manipulate the truth and reality,  
25 misdirect the courts, and [hopefully] put Plaintiff in a bad-light, thus benefitting Defendants and their  
26 counsels.

27 Plaintiff understands courts do not look-upon disparaging and contemptuous remarks against  
28 parties with favor. However, as pled herein, the term “liar” is appropriate. This is not a tit-for-tat—  
albeit Defendants and their counsel have not withheld from casting *disparaging, ad hominem, and*  
*contemptuous remarks* against Plaintiff, with no backlash from the court— this is presenting the  
facts, rather than Defendants’ fallacies.

1 On the other hand, this Reply,<sup>3</sup> in conjunction with Plaintiff's Objection to the Report and  
2 Order, is brought forth as a denunciation of the Court's [unequivocal] bias, and to debunk and  
3 substantiate Defendants and their counsels disingenuous veracity. Here, for [easy] reference,  
4 Plaintiff's Reply will follow the outline put forth in Defendants' Response. Consequently, by the  
5 juxtaposing of the pages from the Response with this Reply, the reader can readily determine the  
6 facts from the fallacies.

7 **1. Response, Page 2 of 8:**

8 (i) Not so much a lie, but prejudicially distorted. Defendants assert, albeit  
9 erroneously, that "Plaintiff refused to amend his deficient complaint, and threatened Defendant with  
10 a 3 day notice of intent to default if Defendant did not answer what remained of the dismissed  
11 complaint." ¶¶ 6-7. Factually, Plaintiff advised Defendants counsel, Brian P. Clark, that the language  
12 in Judge Allf's January 14, 2019 Order was ambiguous as to a time-line for Plaintiff to file an[y]  
13 Amended Complaint. The ambiguousness of the Order was underscored at a hearing (on April 3,  
14 2019), conducted by Chief Judge, Linda Marie Bell, whereat Judge Bell stated the following—

15 Mr. Clark, I have a question for you. When the -- **it was not particularly clear to me**  
16 from the order on the Motion to Dismiss. What, if anything, from the complaint,  
17 remains?<sup>4</sup> **...the way the order was written was a little bit unusual**, where the Motion  
18 to Dismiss was granted as to every claim, but certain claims, the order also provided for  
19 an opportunity to amend, which **was just a little unusual to me**. I mean, usually either  
20 doing one or the other.<sup>5</sup> But **in my reading of the order, every single thing was listed**  
21 **as dismissed with the opportunity to amend**. So, I mean, I was just trying to ferret out  
22 whether there was anything...that was not subject to the...<sup>6</sup> So, I mean, at least **the way**  
23 **I read the order, as it stands right now, you have no claims unless you have chosen**  
24 **to file an amendment.**<sup>7</sup> I agree that **the language of the order is a little bit unclear.**<sup>8</sup>  
25 But the problem that I have here is that, frankly, **I found the order a little bit**  
26 **confusing**. So I don't feel like I can hold it against Mr. Edwards that -- I just don't.  
27 Because it was -- it was just a little unusual the way that the order was drafted.<sup>9</sup>  
28 (emphasis added).

---

23 <sup>3</sup>Reply to Defendant's Response to Plaintiff's Objection to Decision and Order, and, Defendants'  
24 Cash4asking, LLC, Eduardo Romay Hernandez, and Gladys Rionda Suito Joinder to Defendants'  
25 Response to Plaintiff's Objection to Decision and Order ("Reply").

26 <sup>4</sup> Transcript, Page. 2, ¶¶ 19-21. The Transcript is part of the record and available for reference.

27 <sup>5</sup> Transcript, Page. 3, ¶¶ 6-9. The Transcript is part of the record and available for reference.

28 <sup>6</sup> Transcript, Page. 4, ¶¶ 5-9. The Transcript is part of the record and available for reference.

<sup>7</sup> Transcript, Page. 7, ¶¶ 11-13. The Transcript is part of the record and available for reference.

<sup>8</sup> Transcript, Page. 9, ¶¶ 20-21. The Transcript is part of the record and available for reference.

<sup>9</sup> Transcript, Page. 14, ¶¶ 15-18. The Transcript is part of the record and available for reference.

1 Fact. **Plaintiff never refused** to amend his complaint. Plaintiff explained to attorney Clark  
2 that, based upon the January 14, 2019 Order, and Plaintiff's understanding of what Judge Allf stated  
3 at the hearing, Plaintiff had until discovery was in progress before he was required to file an[y]  
4 amended complaint. That conclusion is given emphasis by the statements of Chief Judge Bell during  
5 the April 3, 2019 hearing before her. *Supra*.

6 Moreover, **Plaintiff never** "...threatened Defendant with a 3 day notice of intent to default  
7 if Defendant did not answer...". ¶¶ 6-7. Plaintiff [simply] advised attorney Clark that the Rules  
8 provided that a default judgment can be sought for a party refusing to timely answer to a complaint.

9 (ii) Defendants assert, even though [intentionally] distorted to put Plaintiff in a  
10 false light, that "...Plaintiff had filed a Second Amended Complaint and (falsely) alleged that the  
11 parties had stipulated that Plaintiff could file a motion to amend without leave of court." ¶¶ 20-22.

12 Factually, through research, Plaintiff found the case *DeChambeau v. Balkenbush*, 134 Nev.  
13 Adv. Opn. No 75, 431 P. 3d 359 (September 27, 2018). In *DeChambeau*, the Nevada Supreme Court  
14 asserted that a Case Conference Report ("**CCR**") is a stipulation to a discovery schedule.<sup>10</sup> That,  
15 unless the terms of the CCR are changed, it is effectively a [stipulated] contract. Plaintiff construed  
16 the Court's findings to mean that the CCRs submitted by Plaintiff and Defendants (albeit separate  
17 CCRs) were, based upon *DeChambeau*, an agreement [a stipulation] to their contents.

18 Consequently, because each CCR contained the identical language that "Final date to file  
19 motions to amend pleadings or add parties (**without a further court order**): (not later than 90 days  
20 before close of discovery) Friday, March 27, 2020"—Plaintiff was permitted to file a Second  
21 Amended Complaint without first obtaining leave of the court. (**emphasis added**). Through emails  
22 and telephone conversations Plaintiff and attorney Clark discussed this issue, and albeit attorney  
23 Clark disagreed with Plaintiff's findings, Plaintiff **never** "... (falsely) alleged that the parties had  
24 stipulated that Plaintiff could file a motion to amend without leave of court." Plaintiff argued that  
25 the CCRs amounted to a stipulation pursuant to *DeChambeau*.

26 \_\_\_\_\_  
27 <sup>10</sup>"After the filing of the complaint and answer, **the parties filed a joint case conference report in**  
28 **which they mutually stipulated** to waive the requirement, otherwise contained in NRCp  
16.1(a)(2)(B)..."

1 The following are emails between Plaintiff and Defendants attorney, Brian P. Clark, negating  
2 attorney Clark's [trumped up] claim that Plaintiff "... (falsely) alleged that the parties had stipulated  
3 that Plaintiff could file a motion to amend without leave of court."

4 June 5, 2019

5 Brian-

6 In reading (c)(2)(M), I read it as stating that the parties are precluded from filing any  
7 amended complaint after that date, that, in our CCR's is Friday, March 27, 2020. In  
8 other words, to file any amended complaint after March 27, requires a court order.  
9 And that's what you also have stated. I would prefer we stipulate to the 2<sup>nd</sup> amended  
10 complaint. However, I believe that even if you refuse to stipulate, I do not require  
11 leave of court to file it.

12 Paul

13 June 5, 2019

14 Paul,

15 I reviewed the documents you provided but don't believe they address the issue. Rule  
16 16.1 (c) (2) (M) requires the parties, in the case conference report, to provide "a  
17 calendar date, not later than 90 days before the close of discovery beyond which the  
18 parties are precluded from filing motions to amend the pleadings or to add parties  
19 unless by court order." Under the Rule 16.1, when read in conjunction with NRCP  
20 15(a)(2), you are required to file a motion to amend.

21 Brian

22 June 6, 2019

23 Mr. Clark:

24 Albeit we filed separate reports, each report agrees (stipulates) to the finale date of  
25 March 27, 2020, for amending pleadings (amending a complaint) and/or adding  
26 parties, without leave of court. Or, to put it another way - any attempt to amend  
27 pleadings and/or add parties, after March 27, 2020, , requires the filing of a motion  
28 for leave of the court to amend. My filing remains and will not be removed. Unless  
the court finds otherwise, the Defendants can do as they please, and I will take the  
appropriate action. Despite what you believe, I find the Nev.Sup.Ct.'s. opinion in  
DECHAMBEAU right-on-point, hence, if the court finds otherwise, I will file a writ  
with the Nev.Sup.Ct. for a determination based upon its findings in  
DECHAMBEAU.

June 6, 2019

Paul,

They are absolutely not a stipulation because we could not agree and files separate  
reports. Your filing of a second amended complaint, in violation of NRCP 15 and  
NRCP 16.1, as I set forth to you earlier, is a fugitive document. I must require that  
you remove the document from the court docket immediately. Failure to do so will  
result in court involvement to remedy your improper pleading. Additionally, none of  
the parties that I currently represent, or represented in relation to the original  
complaint, will respond to the second amended complaint.

June 6, 2019

Paul,

I reviewed the documents you provided but don't believe they address the issue. Rule  
16.1 (c) (2) (M) requires the parties, in the case conference report, to provide "a  
calendar date, not later than 90 days before the close of discovery beyond which the  
parties are precluded from filing motions to amend the pleadings or to add parties  
unless by court order." Under the Rule 16.1, when read in conjunction with NRCP  
15(a)(2), you are required to file a motion to amend.

1 (iii) One of the most egregious falsehoods and misrepresentations promulgated  
2 by Defendants and attorney Clark, is the following—

3 “Plaintiff, intentionally misrepresenting to the court that no answer had been filed in  
4 the case...Contrary to Plaintiffs obfuscation that “Defendants have not Answered to  
5 Plaintiffs First Amended Complaint. Nor have Defendants filed a motion for  
summary judgment, and no Counterclaim, Crossclaim, or Third-party Claim has been  
filed in this action...” Pge. 2 of 8, ¶¶ thru Pge. 3 of 8, ¶¶ 1-2.

6 However, Exhibit C,<sup>11</sup> attached to Defendants Response, evidences otherwise.

7 As Defendants Exhibit C evidences, Plaintiff’s Voluntary Dismissal made it clear and  
8 unequivocal that Plaintiff’s Voluntary Dismissal is solely based on Defendants failure to file an  
9 Answer to Plaintiff’s First Amended Complaint (“FAC”)—

10 “...as of the filing and service of Plaintiff’s Notice of Voluntary Dismissal (July 15  
11 12, 2019), **Defendants have not Answered to Plaintiff’s First Amended**  
12 **Complaint** Nor have Defendants filed a motion for summary judgement, and no  
Counterclaim, Crossclaim, or Third-Party Claim has been filed in this action.”  
(emphasis added). Defendants Exhibit C, Pge. 2, ¶¶ 14-17.

13 No reference is made in Plaintiff’s Voluntary Dismissal to Defendants’ Answer to Plaintiff’s  
14 initial Complaint, [simply] because—at the time Plaintiff filed his FAC, Plaintiff’s initial Complaint  
15 became moot.

16 The *stare decisis* of the Nevada Supreme Court hasn’t wavered. An Amended Complaint is  
17 a distinct pleading that supersedes the original complaint, and requires a responsive pleading, e.g,  
18 an Answer.<sup>12</sup> See *Randono v. Ballow*, 100 Nev. 142, 143, 676 P.2d 807, 808 (1984), wherein the  
19 Nevada Supreme Court agreed with the reasoning in a Arizona Court of Appeals decision.

20 **The amended complaint in this case was a distinct pleading which superseded**  
21 **the original complaint...In a similar case, the court in *Campbell v. Deddens*, 518**  
22 **P.2d 1012 (Ariz.Ct.App. 1974), ruled that where a complaint is amended in a**  
23 **material way...The court reasoned that the defendant’s answer to the amended**  
**complaint constituted his first responsive pleading...even though the defendant**  
**had responded to the original complaint...We agree with the reasoning in**  
***Campbell*. (emphasis added).**

24 There have been no contradictions to the Nevada Supreme Court’s reasoning in *Campbell*.

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25  
26 <sup>11</sup>Plaintiff’s “Notice of Voluntary Dismissal, Pursuant to Nevada Rules of Civil Procedures, Rule  
27 41(a)” (“Voluntary Dismissal”).

28 <sup>12</sup>Unless the court orders otherwise, any required response to an amended pleading must be made  
within the time remaining to respond to the original pleading or within 14 days after service of the  
amended pleading, whichever is later. NRCp, Rule 15(a)(3). (emphasis added).

1 Also see, *McKnight Family, LLP v. Adept Mgmt.*, 310 P. 3d 555, 129 Nev. 610 (Nev. Sup.  
2 Ct., 2013)(The amended complaint superseded all claims for relief alleged in the original  
3 complaint.); *Pacific Bell Telephone Co. v. Linkline Comm., Inc.*, 129 S.Ct. 1109, 172 L.Ed.2d 836  
4 (U.S. 02/25/2009)(...an amended complaint supersedes the original complaint.).

5 Accordingly, Plaintiff's reasoning mirrors *Randono*.

6 **2. Response, Page 3 of 8:**

7 (i) Defendants state that—

8 “It appears that the court identified the jurisdictional defect in Plaintiffs July 16, 2019  
9 Notice of Voluntary Dismissal (that Defendant Timeshare had filed and served an  
10 answer) and determined that the voluntary dismissal was not permitted by NRCP  
11 4l(a). The court, sua sponte, issued an order on August 6, 2019 ordering that "The  
12 Plaintiffs Voluntary Dismissal is hereby set aside and stricken from the Record." The  
13 August 6, 2019 order did not grant Defendant's Motion To Set Aside Plaintiff's  
14 Notice Of Voluntary Dismissal.”

15 Again the veracity of Defendants, by and through their attorney Brian P. Clark, is  
16 questionable. The August 6, 2019 Order is absent any reference to an Answer, to either the initial  
17 Complaint or the FAC. Factually, the Order **only states** “The Plaintiff's Voluntary Dismissal is  
18 hereby set aside and stricken from the Record.” No reason is provided.

19 Therefore, Plaintiff holds that the only [acceptable] reason for Judge Allf to issue her  
20 Order—to set aside and strike Plaintiff's Voluntary Dismissal—was a consequence of “Defendant's  
21 Motion to Set Aside Plaintiff's Notice of Voluntary Dismissal, or in the Alternative, for Relief  
22 Pursuant to NRCP 41(a)(2)” (“**Motion to Set Aside**”) filed on July 31, 2019.

23 Moreover, as Plaintiff has put-forth in previous filings and affidavits, as a consequence of  
24 Judge Allf's August 6, 2019 Order, **Plaintiff was denied his due-process**, because Judge Allf's  
25 [biased] Order **obstructed Plaintiff's right** to file an opposition to Defendant's Motion to Set Aside.

26 (ii) Again Defendants, by and through their attorney Brian P. Clark, make  
27 *unsubstantiated, feigned, and fruitless accusations*. In other words, Defendants and their counsel  
28 hope to mask the facts through prevarication.

29 While Defendants provide the fact that “On July 25, 2019, Plaintiff filed a second action,  
30 (Case No. A-19-799140-C) naming the parties dismissed from the initial Complaint (Case No. A-18-  
31 776375-C), and naming the Defendants in Plaintiffs Second Amended Complaint”—Defendants fail  
32 to provide factual information. See ¶¶ 4-6.

1 First, any information from Plaintiff's (short-lived) Second Amended Complaint ("SAC")  
2 is completely irrelevant, [simply] because the SAC was withdrawn and stricken from the record—  
3 consequently it's as if it never existed, and can not be referenced or cited to.

4 Second, Defendants and attorney Clark intentionally fail to include the [relevant] fact that  
5 Plaintiff did not file his new case (Case No. A-19-799140-C) until [after] Plaintiff filed his [court  
6 approved] Voluntary Dismissal (closing Case No. A-18-776375-C), yet before any other documents  
7 were filed, either by Defendants or the Court.

8 The factual assertion by Defendants, that Plaintiff wanted "to get a new judge,"<sup>13</sup> corroborates  
9 Plaintiff's [early] concern regarding **Judge Allf's demonstrated bias in this litigation**. Factually,  
10 at the July 11, 2019 discovery dispute conference, at the law office of Brian P. Clark, Plaintiff  
11 expressed, to attorney Clark, **Plaintiff's concern with the expressed bias of Judge Allf against**  
12 **Plaintiff**. In other words. Plaintiff's allegations of Judge Allf's bias was not a spur-of-the-moment  
13 contriving.

14 (iii) Again Defendants claim falsely represents the facts—

15 "Mr. Edwards, in violation of NRCP 11, intentionally misrepresented in his notice  
16 of appeal that the entire case had been dismissed by the court's August 6, 2019  
17 Order, calling it a "Final Judgment." Plaintiff made other misrepresentations to the  
18 Nevada Supreme Court in his September 23, 2019 Motion For Stay Pending A  
Decision On Plaintiffs Appeal, including the continued misrepresentations  
associated with Plaintiff's Notice Of Voluntary Dismissal." ¶¶ 20-25.

19 Factually, Plaintiff concluded, by the structure and phrasing of the August 6, 2019 order, that  
20 not only did Judge Allf [wrongly] strike Plaintiff's Voluntary Dismissal, but also dismissed all of  
21 Plaintiff's claims. Subsequently, when the four (4) Orders, filed and entered on August 27, 2019,  
22 were reviewed by Plaintiff, and Plaintiff corroborated that the dismissed and stricken items  
23 evidenced in Judge Allf's Order Granting Defendant's Motion to Dismiss, Motion for More Definite  
24 Statement and Motion to Strike, with the corresponding paragraphs in Plaintiff's SAC, the irrefutable  
25 fact is that every claim; every allegation; public information; and various words and phrases were  
26 [either] stricken or dismissed— consequently leaving Plaintiff's FAC with nothing more than  
27 hollow, inconsequential, meaningless words and phrases. Words and phrases that are absent any  
28 structure of a claim.

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<sup>13</sup>See ¶ 7.

1           The Nevada Supreme Court has consistently explained that **the appealability of an order**  
2 **or judgment depends on “what the order...actually does, not what it is called.”** *Valley Bank of*  
3 *Nev. v. Ginsburg*, 110 Nev. 440, 445, 874 P.2d 729, 733 (1994) (**emphasis omitted**); *Lee v. GNLV*  
4 *Corp.*, 116 Nev. 424, 426-27, 996 P.2d 416, 417-18 (2000); *Taylor v. Barringer*, 75 Nev. 409, 344  
5 P.2d 676 (1959).

6           Hence, based upon the fact that granting the four (4) Orders (entered on August 27, 2019)  
7 [literally] **dismissed every claim, allegation, and argument supporting Plaintiff’s First Amended**  
8 **Complaint**, and the fact that the lower court denied Plaintiff’s Motion for Leave to File a Second  
9 Amended Complaint, any further orders entered by Judge Allf would have been superfluous and  
10 unnecessary.

11           **3.     Response, Page 4 of 8:**

12           (i)     Defendants, by and through attorney Clark, then argue that—

13           “Prior to a ruling on the Motion For Stay, Plaintiffs appeal was dismissed for lack of  
14 jurisdiction. (Exhibit A. Order Dismissing Appeal, filed September 30, 2019). On or  
15 about October 9, 2019, Plaintiff filed a Petition For Rehearing. Rehearing was denied  
16 on November 7, 3 2019, based on the lack of jurisdiction. (Exhibit B.)” Pge. 3 of 8,  
17 ¶ 25 through Pge. 4 of 8, ¶¶ 1-3.

18           Albeit Defendants statements are true, they, through their attorney, [intentionally] omit  
19 pertinent facts.

20           First. Defendants and their attorney omit the fact that no Remittitur has been issued by the  
21 Nevada Supreme Court pertaining to Plaintiff’s appeal of Case No. A-18-776375. Accordingly, from  
22 the date of Plaintiff’s Notice of Appeal of Case No. A-18-776375, to the time a Remittitur is issued  
23 and received by the Court, Judge Allf, with limited exceptions, was divested of jurisdiction to hold  
24 any hearings and to enter any order associated with Case No. A-18-776375— specifically on those  
25 issues on appeal.

26           Perhaps more importantly is the fact that, albeit Plaintiff’s appeal was dismissed and  
27 Plaintiff’s Petition for Rehearing was denied, Plaintiff’s *Petition for En Banc Reconsideration* is still  
28 pending. Consequently, jurisdiction [irrefutably] remains with the Nevada Supreme Court. Hence,  
from August 30, 2019, to now, Judge Allf has been, and remains divested of jurisdiction associated  
with Case No. A-18-776375.

1 In other words, with the exception of collateral matters, that do not affect issues on appeal,  
2 Judge Allf, beginning August 30, 2019, has been, and continues to be divested of jurisdiction  
3 associated with Case No. A-18-776375. Accordingly, any hearings held; any orders issued; and any  
4 orders entered, associated with Case No. A-18-776375, are *unjustifiable and spurious*.

5 However, should the Nevada Supreme Court deny Plaintiff's *Petition for En Banc*  
6 *Reconsideration*, Plaintiff has the option of seeking a Writ of Certiorari to the U.S. Supreme Court.

7 Whatever course is pursued by Plaintiff, the lower court remains divested of jurisdiction of  
8 Case No. A-18-776375 (with the exception of collateral matters that do not affect the merits of the  
9 case), until the Nevada Supreme Court issues its Remittitur. By their actions, it appears that Judge  
10 Allf and attorney Clark are unfamiliar with the appeals process as it applies to jurisdiction.

11 (ii) Again exhibiting her *bias* against this proper person Plaintiff, Judge Allf,  
12 based [solely] on the Nevada Supreme Court's issuing an Order Dismissing [Plaintiff's] Appeal,  
13 albeit a Remittitur was not yet issued, granted Defendants' motion to consolidate Plaintiff's [new]  
14 second action (Case No. A-19-799140-C), with the original action (Case No. A-18-776375). See ¶¶  
15 6-8.

16 However, the order dismissing Plaintiff's appeal, in-and-of-itself, **did not divest** the Nevada  
17 Supreme Court of its jurisdiction over Plaintiff's appeal. As Plaintiff has emphasized in previous  
18 filings, jurisdiction is not obtained by Judge Allf (the lower court) until such time the Nevada  
19 Supreme Courts issues a Remittitur and transfers jurisdiction back to the lower court.

20 Plaintiff doesn't understand what attorney Clark and Judge Allf do not comprehend about  
21 the issuance of a Remittitur. Therefore, Plaintiff provides the meaning, purpose for, and  
22 circumstances of a Remittitur:

23 Remittitur is the process by which **the appellate court terminates its jurisdiction**  
24 **over an appeal** or other proceedings before it. See generally NRAP 41(a).

25 The purposes of a Remittitur is to: (1) divest the appellate court of jurisdiction and  
26 return jurisdiction to the court or agency whose decision was under review; (2)  
27 formally inform the court or agency whose decision was under review of the  
28 appellate court's final resolution of the appeal; and (3) in the case of an untimely  
appeal, remove or transfer the matter from the appellate court's docket and inform  
the court or agency whose decision was under review that the appellate court never  
obtained jurisdiction over the matter and that the court or agency was never divested  
of jurisdiction. See *Dickerson v. State*, 114 Nev. 1084, 967 P.2d 1132 (1998).

1 Through [the] issuance of the Remittitur, Nevada's Supreme and Appellate Courts  
2 terminates its [own] jurisdiction, and re-vests jurisdiction in the District Court. See  
3 *Buffington v. State*, 110 Nev. 124, 126, 868 P.2d 643, 644 (1994) (“[T]he supreme  
4 court has control and supervision of an appealed matter from the filing of the  
5 notice of appeal until the issuance of the Remittitur. The District Court does not  
6 regain jurisdiction to act until remittitur is issued, transmitted and received. Id.  
7 At that time, the parties and/or the District Court may take such action that is directed  
8 by the appellate court. See id.

9 A Remittitur will not issue within the time prescribed by NRAP 41 under the  
10 following circumstances: Timely filed petition for en banc reconsideration. A  
11 party's timely filing of a petition for en banc reconsideration pursuant to NRAP 40A  
12 will stay Remittitur until disposition of the petition. NRAP 41(b)(1).

13 There is no ambiguity as to what a Remittitur is, and its purpose.

14 Therefore, albeit the Nevada Supreme Court never obtained jurisdiction over Plaintiff's  
15 appeal, a conclusion unknown until the Nevada Supreme Court issued its order stating so, Judge  
16 Allf, from the point-in-time Plaintiff filed his appeal, was [purportedly] divested of jurisdiction—  
17 consequently, Judge Allf could not conduct hearings, or issue orders associated with Case No. A-18-  
18 776375. All that being so, Judge Allf could not, and can not act on Case No. A-18-776375, including  
19 the consolidation of Case No. A-19-799140-C, with the original action, Case No. A-18-776375-C,  
20 until such time the Remittitur is issued and served upon the court.

21 (iii) Defendants, through attorney Clark, state that—

22 “The August 6, 2019, order issued by Judge Allf found that Defendants had filed an  
23 answer. (August 6, 2019 Order, at p. 1, lines 13-14.) As Defendant had answered  
24 Plaintiffs complaint, submitting to the court's jurisdiction, Plaintiff could not satisfy  
25 the requirements of NRCP 41(a) and dismiss his action without a court order.  
26 Accordingly, the August 6, 2019 order set aside Plaintiffs Voluntary Dismissal and  
27 struck the document from the court's records. (August 6, 2019 Order, at p.1, line 27.)  
28 Whether or not Plaintiff had the opportunity to file a written opposition to  
29 Defendant's motion to set aside the voluntary dismissal is a nullity as the court found  
30 the voluntary dismissal did not comply with NRCP 41(a) and was invalid. Relief  
31 from the August 27, 2019 order would be moot as the August 6, 2019 order would  
32 still be effective in setting aside the voluntary dismissal. ¶¶ 14-22.

33 Defendants, through attorney Clark, claim that “...As Defendant had answered Plaintiffs  
34 complaint, submitting to the court's jurisdiction, Plaintiff could not satisfy the requirements of NRCP  
35 41(a) and dismiss his action without a court order.”

36 First. Submitting to the “court's jurisdiction” is an asinine argument, as it is totally irrelevant  
37 to any Voluntary Dismissal, [merely] because a court can retain jurisdiction without the filing of an  
38 answer.

1           Next, absent from Judge Allf's August 6, 2019 Order is any reference that Defendants  
2 Answered to Plaintiff's First Amended Complaint— [solely] because Defendants failed to Answer  
3 to Plaintiff's FAC. The only reference in the August 6, 2019 Order is "The Plaintiff's Voluntary  
4 Dismissal is hereby set aside and stricken from the Record." No reason is provided.

5           Therefore, the only valid reason for setting aside and striking Plaintiff's Voluntary Dismissal  
6 is a consequence of Defendants Motion to Strike. However, Judge Allf's [premature] August 6, 2019  
7 order, **denied Plaintiff** the right to oppose Defendants Motion to Strike.

8           By court order, Plaintiff filed a "First Amended Complaint" ("FAC"), which was [so]  
9 materially and noticeably distinct from Plaintiff's initial complaint, that Defendants' initial Answer  
10 had no relevance, pertinency, or applicability to Plaintiff's FAC, thus requiring a completely new  
11 [relevant] Answer.

12           However, a new Answer was never filed. Defendants response to the FAC was to file  
13 "Defendant's Motion to Dismiss, Motion for More Definite Statement and Motion to Strike."

14           Reiterating, no Answer was ever filed to Plaintiff's FAC. Consequently, allowing Plaintiff  
15 to file a Voluntary Dismissal pursuant to NRCP, Rule 41(a)(1)(A)(i).

16           Because, as here, the filing of Plaintiff's [noticeably different and materially distinct] FAC  
17 [literally] made Plaintiff's initial Complaint as if it never existed, it is consequential that any Answer  
18 to the initial Complaint [also] had no legal affect— because the initial Answer was so materially  
19 different than what the Answer would be for the FAC, that it would also be treated as non-existent.  
20 See *Randono, supra*. See, *McKnight Family, LLP v. Adept Mgmt.*, 310 P. 3d 555, 129 Nev. 610  
21 (Nev. Sup. Ct., 2013)(The amended complaint superseded all claims for relief alleged in the original  
22 complaint.); *Pacific Bell Telephone Co. v. Linkline Comm., Inc.*, 129 S.Ct. 1109, 172 L.Ed.2d 836  
23 (U.S. 02/25/2009)(...an amended complaint supersedes the original complaint.).

24           Defendants, through attorney Clark, seem to hold that Plaintiff did not have the right, or  
25 authority, to oppose Defendants Motion to Strike, because in the August 6, 2019 Order "...the court  
26 found the voluntary dismissal did not comply with NRCP 41(a) and was invalid."

27           Again Defendants and their attorney falsify facts, and continue to put-forth untruths. There  
28 are no words in that Order that expresses "...the court found the voluntary dismissal did not comply  
with NRCP 41(a) and was invalid."

1 Moreover, the holding that “Relief from the August 27, 2019 order would be moot as the  
2 August 6, 2019 order would still be effective in setting aside the voluntary dismissal”is erroneous.  
3 Defendants do not present any fact or citation to support such an asinine position. Even more so, it  
4 is the later filing (August 27, 2019) that is the controlling filing.

5 Defendants and their attorney continue their *nonsensical, fallacious* arguments, by asserting  
6 that—

7 “Whether or not Plaintiff had the opportunity to file a written opposition to  
8 Defendant’s motion to set aside the voluntary dismissal is a nullity as the court found  
the voluntary dismissal did not comply with NRCP 41(a) and was invalid.”¶¶ 19-21.

9 To reiterate. There is no wording, or phrasing, within the August 6, 2019 Order that provides  
10 [even a hint] that “...the court found the voluntary dismissal did not comply with NRCP 41(a) and  
11 was invalid.” Hence, Plaintiff must have been provided the opportunity to file his opposition to  
12 Defendants Motion to Strike— and not, as Judge Allf did, obstruct and deny Plaintiff the [due-  
13 process] opportunity to file a opposition.

14 **4. Response, Page 5 of 8:**

15 (i) As established throughout this Reply, and Defendants’ previous filings,  
16 Defendants attorney Clark has the [caustic] ability to present misleading and false facts, and  
17 questionable veracity, such as that presented by Mr. Clark in paragraphs 11-28.

18 Here, attorney Clark, in his normal course of preparing briefs for Defendants, has put-forth  
19 a [mendacious] counter-argument pertaining to his meeting with Plaintiff for a discovery conference.

20 A discovery conference requested by Plaintiff pursuant to EDCR, Rule 2.34.

21 As Plaintiff has stated in several previous filings, including those at the Nevada Supreme  
22 Court—

23 “It was attorney Clark that provide the information for the amount of filing fees due.  
24 Attorney Clark had [full] knowledge of Plaintiff’s filing of a Voluntary Dismissal—  
25 [simply] because Plaintiff and attorney Clark discussed a Voluntary Dismissal at a  
meeting held at attorney Clark’s law offices.”<sup>14</sup>

---

26  
27 <sup>14</sup>See n.24 of “Declaration of Plaintiff Counter-Defendant Paul D.S. Edwards In Support of the  
28 Recusal/Disqualification Of Judge Nancy L. Allf, District Court Judge, Department 27, Eighth  
Judicial District Court, Clark County, Nevada Filed on October 28, 2019.”

1 With no need to go into the entire colloquy that took-place between Plaintiff and attorney  
2 Clark at the discovery conference that took place on July 11, 2019, the following is the [pertinent]  
3 dialog between Plaintiff and attorney Clark pertaining to Defendants filing fees:

4 Plaintiff: Do you know how much the filings fees are?  
5 Attorney Clark: No...  
6 Plaintiff: Is there any way you can check?  
7 Attorney Clark: I should be able to look it up on Odyssey.  
8 Plaintiff: Can you do that now?  
9 Attorney Clark: Yeh. Give me a few minutes. I'll see if I can get the total  
10 amount... (Mr. Clark left the conference room for several  
11 minutes).  
12 Attorney Clark: (Returning to the conference room) It's \$373.00.  
13 Plaintiff: Are you sure.  
14 Attorney Clark: Yeh.  
15 Plaintiff: OK. I'll bring you a money order, either tomorrow, or within  
16 the next 3 days.  
17 Attorney Clark: OK...

18 In furtherance of Plaintiff's truthful facts, and attorney Clark's misrepresented and fallacious  
19 assertions, are Exhibits 4 & 5 attached to Plaintiff's Objection to Decision and Order ("**Objection**"),  
20 filed on December 2, 2019.

21 Moreover, Mr. Clark intentionally omits the fact that Plaintiff never opened the envelope that  
22 was mailed to Plaintiff,<sup>15</sup> that purportedly contained the United States Postal Services' Money Order,  
23 accepted by attorney Clark for Defendants' filing fees,<sup>16</sup> and that Plaintiff returned the unopened  
24 envelope to Mr. Clark.

25 **5. Response, Page 6 of 8:**

26 (i) In [yet] another desperate attempt to digress from reality, attorney Clark [first]  
27 claims that **he accepted reimbursement of Defendants filing fees** "without recourse,"<sup>17</sup> and by  
28 doing so, it evidences a "...lack of an agreement for Mr. Edwards to file a voluntary dismissal... ."

---

25 <sup>15</sup>Mr. Clark signed for the filing fees money order on July 15, 2019 (see Exhibit 5 of Objection).  
26 However, the envelope, that Plaintiff never opened and purportedly contained the United States  
27 Postal Services' Money Order, accepted by attorney Clark for Defendants' filing fees (NRCP, Rule  
28 41(a)(1)(A)(i) & (C)), was not mailed to Plaintiff until August 16, 2019— more than a month from  
the date attorney Clark, accepted, as settlement, Defendants' filing fees.

<sup>16</sup>As mandated pursuant to NRCP, Rule 41(a)(1)(A)(i) & (C). See Exhibit 5 of Objection.

<sup>17</sup>Response, Pge. 5 of 8, ¶ 27

1           However, if that asinine approach fails, then Mr. Clark goes to “Plan B”—interposing EDCR  
2 7.50 (§§ 4-6). Despite attorney Clark’s representation, that EDCR 7.50 estopped Plaintiff from  
3 claiming an enforceable agreement, Plaintiff holds that, by the acceptance of the filing fees; the  
4 subsequent filing of the Receipt for Filing Fees; and Mr. Clark’s insistence that Plaintiff“...**provide**  
5 **me [Mr. Clark] with Notice of Voluntary Dismissal at your earliest convenience** to avoid  
6 unnecessary time spent addressing this issues”<sup>18</sup> constituted a written agreement of Plaintiff’s  
7 Voluntary Dismissal. **(brackets and emphasis added)**. See Exhibit 4 of Plaintiff’s Objection.

8           (ii) First, Defendants, through attorney Clark, admit that “Mr. Edwards is correct,  
9 the “an answer” language of NRCP 41(a) is not limited to a particular filing.”<sup>19</sup> Then, Defendants,  
10 through attorney Clark, go into a garbled, nonsensical argument that Plaintiff has based his argument  
11 on the procedure to amend pleadings. That the amendment of pleadings is addressed in NRCP 15.  
12 Response, §§ 22-25.

13           Here is the irrefutable fact. Within NRCP, Rule 41, there are no words, sentences, or phrases  
14 that express “...before the opposing party serves... an answer...” or, that the “answer” is limited to  
15 the initial Complaint. Moreover, NRCP, Rule 41 is completely absent any reference to the word  
16 “Complaint.”

17           It is “hornbook law” that an amended complaint (be it first, second, third, etc.), with limited  
18 exceptions, requires an answer. Even more so, it is established rule that, with limited exceptions, the  
19 failure to answer an amended complaint (be it first, second, or third, etc.), can, as with the initial  
20 complaint, result in a default judgment. Evidencing, just as the initial complaint, any subsequent  
21 amended complaint is treated as if it was the initial complaint.

22  
23 <sup>18</sup>The entire email from attorney Clark to Plaintiff reads as follows:

24           During our discovery dispute conference today you indicated that you  
25 intended to voluntarily dismiss the First Amended Complaint and to repay  
26 Defendants’ filing fees of \$373.00. As there are current deadlines pending on  
27 (1) Defendant’s motion to compel discovery, including a hearing date, and (2)  
28 Defendant’s response/opposition to Plaintiff’s motion for leave to amend  
provide me with Notice of Voluntary Dismissal at your earliest convenience  
to avoid unnecessary time spent addressing this issues.

<sup>19</sup>Response, Pge. 6 of 8, §§ 20-12.

1           **6.     Response, Page 7 of 8:**

2           (i)     Defendants, through attorney Clark, present another [erroneous] argument  
3 that—

4           Plaintiff provides no legal authority that Defendant's February 6, 2019 answer is not  
5 “an answer” for purposes of NRCP 41(a). Plaintiff provides no legal authority that  
6 NRCP 41(a) is limited to “an answer for each version of a complaint filed by a  
7 Plaintiff.” NRCP 41 (a) refers only to “an answer”.[sic].

8           However, at no point in any of Plaintiff's filings has Plaintiff ever claimed that  
9 “...Defendant's February 6, 2019 answer is not “an answer” for purposes of NRCP 41(a).”

10          What Plaintiff has maintained is that— in no place within NRCP, Rule 41, does it limit “an  
11 answer” to “an answer” to the initial complaint. That totally absent from Rule 41 is any restriction(s)  
12 that “an answer” is limited to the initial complaint.

13          As Plaintiff stated *supra*, the word “complaint,” or words indicating the “initial complaint,”  
14 does not appear anywhere within Rule 41, or in the Advisory Committee Note-2019 Amendment.

15          (ii)     It appears attorney Clark requires schooling in the appeals process.

16          Irregardless of the Nevada Supreme Court [eventually] finding [that] it did, or did not retain  
17 jurisdiction over Plaintiff's appeal is, at this point, irrelevant. As with any appeal, Plaintiff has  
18 several motions that can be submitted, including *cert.* to the U.S. Supreme Court— consequently,  
19 any, or all of those motions, until they are ruled upon, prevent the issuing of a Remittitur. And until  
20 the Remittitur is issued and served to the lower court, the Nevada Supreme Court retains jurisdiction.

21          Plaintiff suggest that attorney Clark familiarize himself with the entirety of Nevada Supreme  
22 Court Rules, Rule 41, rather than limit his tunnel-vision to NRAP, Rule 41(a)(1). In the instant  
23 matter, NRAP, Rule 41(b) is the controlling Rule at this point of Plaintiff's appeal.

24           **(b) Stay of Remittitur.**

25           **(1) Petition for Rehearing or En Banc Reconsideration.** The timely filing of a  
26 petition for rehearing or en banc reconsideration **stays the remittitur until**  
27 **disposition of the petition**, unless the court orders otherwise. **If the petition is**  
28 **denied, the remittitur shall issue 25 days after entry of the order denying the**  
**petition, unless the time is shortened or enlarged by order. (emphasis added).**

29          Here, Plaintiff has a *Petition for En Banc Reconsideration* pending. Consequently, until a  
30 Remittitur is entered by the Nevada Supreme Court, the District Courts, including Judge Allf,  
31 remains divested of jurisdiction to hold hearings, or enter orders associated with Case No. A-18-  
32 776375-C, including the consolidation of Case No. A-19-799140-C with Case No. A-18-776375-C.

1 Part of the issue is not whether the Nevada Supreme Court [actually] had jurisdiction, but the  
2 fact that, at the point Plaintiff filed his appeal Judge Allf was divested of the jurisdiction to conduct  
3 any hearings and issue any orders associated with any issues raised in Plaintiff's appeal.

4 There can not be concurrent jurisdiction between the lower courts and the Nevada Supreme  
5 Court. Thus, the necessity for issuing a Remittitur.

6 **II. Conclusion:**

7 The purpose of a Remittitur, aside from returning the record on appeal to the District Court,  
8 is twofold: (1) it divests the Nevada Supreme Court of jurisdiction over the appeal and returns  
9 jurisdiction to the District Court, and (2) it formally informs the District Court of the Nevada  
10 Supreme Court's final resolution of the appeal. See *Buffington v. State*, 110 Nev. 124, 126, 868 P.2d  
11 643, 644 (1994) ("[j]urisdiction in an appeal is vested solely in the supreme court until the remittitur  
12 issues to the district court"). In the case of an untimely appeal, the primary purpose of the Remittitur  
13 is to remove, or transfer, to the District Court the matter from the Nevada Supreme Court's docket,  
14 and to inform the District Court that the Nevada Supreme Court never obtained jurisdiction over the  
15 appeal, and the District Court was never divested of jurisdiction.

16 Irregardless of the scenario, until the Nevada Supreme Court issues, and the District Court  
17 receives the Remittitur in Plaintiff's appeal, as of August 30, 2019 Judge Allf was divested of her  
18 jurisdiction to conduct hearings and issue orders associated with Case No. A-18-776375-C—  
19 including the consolidation of Case No. A-19-799140-C.

20 Moreover, the divesting of jurisdiction includes any issues, hearings, and orders that were  
21 brought before the Discovery Commissioner.

22 As previously asserted by Plaintiff, Plaintiff does not pursue his claims of bias  
23 unconcernedly. Nor does Plaintiff bring his bias claims in disrespect or retaliation for, or against  
24 Judge Allf. Plaintiff brings his bias complaint because it appears, based on Judge Allf's decisions,  
25 [that] there is not only an appearance of bias, but an implied bias. Plaintiff's allegations of bias do  
26 not arise from grudge, but from the acts of Judge Allf, that included, but not limited to, ignoring the  
27 fact that Judge Allf was divested of jurisdiction associated with Case No. A-18-776375-C from the  
28

1 point Plaintiff filed his appeal. That albeit divested of jurisdiction, Judge Allf continued to hold  
2 hearings and issue orders associated with the issues (merits of the case) included in Plaintiff's  
3 appeal.

4 Another [irrefutable] example of Judge Allf's bias, is her granting, obviously without  
5 reviewing, "Defendant's Motion to Dismiss, Motion for More Definite Statement and Motion to  
6 Strike" ("**MTD**") entered on August 27, 2019. As examples, in the MTD, Judge Allf signed the  
7 order granting the following:

8 ORDERED that all allegations, claims and causes of action against Stanley Mullis,  
9 Angel Mullis, Jonathan Jossel and Michael Pergolini are dismiss pursuant to NRCP  
10 41(b) and that this dismissal operates as an adjudication on the merits pursuant to  
11 NRCP 41(b).

12 ORDERED that as the dismissal of Stanley Mullis, Angel Mullis, Jonathan Jossel  
13 and Michael Pergolini is pursuant to NRCP 41(b) and operates as an adjudication on  
14 the merits, there is no just reason for delay and the dismissal of these parties  
15 constitutes a final judgment pursuant to NRCP 54(b).

16 ORDERED that all allegations, claims and causes of action against Plaza Hotel &  
17 Casino, LLC are dismiss pursuant to NRCP 41(b) and that this dismissal operates as  
18 an adjudication on the merits pursuant to NRCP 41(b).

19 ORDERED that as the dismissal of Plaza Hotel & Casino, LLC is pursuant to NRCP  
20 41(b) and operates as an adjudication on the merits, there is no just reason for delay  
21 and the dismissal of this party constitutes a final judgment pursuant to NRCP 54(b).

22 The issue here is that all those Defendants were dismissed in January 14, 2019, and not  
23 named as Defendants in Plaintiff's First Amended Complaint ("**FAC**"). Moreover, NRCP 41(b) is  
24 irrelevant to this case. Hence, because those [previously named] Defendants— Stanley Mullis, Angel  
25 Mullis, Jonathan Jossel, Michael Pergolini, and Plaza Hotel & Casino, LLC— were each dismissed  
26 on January 14, 2019, NRCP, Rule 41(b) has no association with them.

27 Another [irrefutable] example of Judge Allf's bias, is her granting of the following, also  
28 included in August 27, 2019 entry of order.

ORDERED that the Motion To Dismiss is granted in relation to all claims for the  
violation of federal laws and regulations. The claims specifically dismissed are set  
forth at: p. 2, line 28; paragraphs 5-6; paragraph 15 footnote 3; paragraph 21 footnote  
7; paragraph 23 footnote 8; paragraph 36; paragraph 75( I )(v) footnote 26;  
paragraphs 107-108; paragraph 111 footnotes 53 and 54; paragraph 112; paragraphs  
118-122; paragraph 125; paragraph 128; and paragraphs 139- 149.

The first question is why Judge Allf would dismiss Plaintiff's claims of Defendants' federal  
violations? In preparing the MTD order, attorney Clark included the following as the basis for  
dismissing Plaintiff's federal claims—

1 COURT FURTHER FINDS Plaintiffs First Amended Complaint seeks to bring  
2 several claims based on federal laws or regulations. The court's January 14, 2019  
3 order did not permit amendment of the Plaintiff's Complaint to make claims for  
4 violations of federal laws or regulations.

5 However, the January 14, 2019 order has no wording that would exclude Plaintiff from  
6 adding his federal claims to his FAC— it's an Amended Complaint. More importantly. Why would  
7 Judge Allf permit Defendants to create its own order dismissing everything they didn't like? It  
8 appears that Judge Allf has allowed Defendants to control this litigation.

9 Reviewing the entirety of the MTD order, prepared by attorney Clark, and approved by Judge  
10 Allf, the Order irrefutably evidences Judge Allf's [extreme] bias against this proper person Plaintiff.

11 Accordingly, for all of the aforementioned, Judge Allf should be removed from Case No. A-  
12 18-776375-C and Case No. A-19-799140-C.

13 DATED this 22nd day of December, 2019.

14 Respectfully submitted,

15 PAUL D.S. EDWARDS

16 /s/ Paul D.S. Edwards

17 Paul D.S. Edwards  
18 713 Wheat Ridge Lane, Unit 203  
19 Las Vegas, Nevada 89145  
20 Landline Telephone: 702.341.1776  
21 Cellular Telephone: 702.893.1776  
22 Email: pauldse@pauldsedwards.com  
23 Plaintiff, *in proper person*  
24  
25  
26  
27  
28

1 **CERTIFICATE OF E-SERVICE**

2 I HEREBY CERTIFY that, on the 22nd day of December 2019, pursuant to the Nevada  
3 Electronic Filing and Conversion Rules (NEFCR) & N.R.C.P., Rule 5(b)(4), I e-served a true and  
4 correct copy of the following document:

5 1. Reply to Defendant's Response to Plaintiff's Objection to Decision and Order, and,  
6 Defendants' Cash4asking, LLC, Eduardo Romay Hernandez, and Gladys Rionda  
7 Suito Joinder to Defendants' Response to Plaintiff's Objection to Decision and Order  
to the following:

8 Brian P. Clark, CLARK MCCOURT  
9 bpc@clarkmccomi.com

10 Chad F. Clement, MARQUIS AURBACH COFFING  
cclement@maclaw.com

11 Plaintiff also caused a copy of this Reply to Defendant's Response to Plaintiff's Objection  
12 to Decision and Order, and, Defendants' Cash4asking, LLC, Eduardo Romay Hernandez, and Gladys  
13 Rionda Suito Joinder to Defendants' Response to Plaintiff's Objection to Decision and Order to be  
14 hand delivered to Department 27 and Department 7, Eighth Judicial District Court, Clark County,  
15 Nevada.

16  
17  
18 

19  
20 \_\_\_\_\_  
Designee for Plaintiff



**EIGHTH JUDICIAL DISTRICT COURT**  
**CLERK OF THE COURT**  
**CIVIL DIVISION**  
REGIONAL JUSTICE CENTER  
200 LEWIS AVE.  
LAS VEGAS, NEVADA 89101

Electronically Filed  
5/7/2020 10:47 AM  
Steven D. Grierson  
CLERK OF THE COURT

Steven D. Grierson  
Clerk of the Court

Anntoinette Naumec-Miller  
Court Division Administrator

**Filing Fee Remittance**

This form may be used to submit outstanding filing fees to the Eighth Judicial District Court via the Odyssey File & Serve system. By using this method to submit fees you acknowledge that all processing/convenience fees and E-File fees will be assessed in addition to the filing fee(s) as part of this filing transaction.

To submit this form, use filing code **Filing Fee Remittance - FFR (CIV)** and select the applicable fee(s) in the Optional Services section of the envelope.

<b>Case Number:</b>	A-19-799140-C	
<b>Party Responsible for Fees:</b>	Time Share Liquidators, LLC	
<b>Related Filing:</b>	<b>DATE OF FILING</b> 9/12/19	<b>FILING DESCRIPTION</b> IAFD

Required-filing fees for the above entitled action are submitted as indicated below: (Please check the applicable boxes and indicate the quantities below).

	Fee Schedule	Fee Amount
<input type="checkbox"/>	01 Civil Complaint	\$270.00
<input type="checkbox"/>	01BC Business Court Complaint	\$1,530.00
<input type="checkbox"/>	01C Statutory Lien	\$299.00
<input type="checkbox"/>	01CD Constr Defect Complaint	\$520.00
<input type="checkbox"/>	01FM Foreclosure Mediation Petition	\$275.00
<input type="checkbox"/>	01TBC Transfer to Business Court (after civil action)	\$1,260.00
<input type="checkbox"/>	01TPC Third Party Complaint	\$135.00
<input type="checkbox"/>	03 Civil Confession of Judgment	\$28.00

<input type="checkbox"/>	04A Appeals JC/Muni Court	\$47.00
<input type="checkbox"/>	04B Civil Notice of Appeal	\$24.00
<input checked="" type="checkbox"/>	05A Civil Answer/Appear	\$223.00
<input type="checkbox"/>	05BC Business Court Answer/Appear	\$1,483.00
<input type="checkbox"/>	05CD Construction Defect Answer/Appear	\$473.00
<input type="checkbox"/>	05FM Foreclosure Mediation Answer/Appear	\$250.00
<input checked="" type="checkbox"/>	05G Answer Additional Party	\$30.00 <i>42</i>
<input type="checkbox"/>	07A Transfer from another District Court	\$270.00
<input type="checkbox"/>	41 Civil Writ	\$10.00
<input type="checkbox"/>	42 Civil Motion Summary Judg/Joinder	\$200.00
<input type="checkbox"/>	43 Civil Motion Certify/Decertify Class	\$349.00
<input type="checkbox"/>	44 Civil Motion Partial Summary Judg	\$200.00
<input type="checkbox"/>	Civil Peremptory Challenge of Judge	\$450.00

<input type="checkbox"/>	<b>01G Complaint Additional Party</b> Enter additional party names in the spaces below. Please complete additional form if adding more than 10 parties.			
	1			
	2			
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	9			
	10			

**TOTAL PAID:** \$ 283<sup>00</sup>

October 16, 2019

374

# Certification of Copy and Transmittal of Record

State of Nevada }  
County of Clark } SS:

Pursuant to the Supreme Court order dated September 3, 2020, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the case referenced below. The record comprises two volumes with pages numbered 1 through 374.

PAUL D.S. EDWARDS,

Plaintiff(s),

vs.

TIMESHARE LIQUIDATORS, LLC dba TLC  
RESORT LIQUIDATORS dba TLC RESORTS  
VACATION CLUB, LLC dba TLC RESORTS  
VACATION CLUB dba TLC RESORTS aka  
TLCRESORTS.COM dba TLC TRAVEL dba  
VIP TRAVEL dba VIP VACATIONS dba VIP  
INTERNATIONAL,

Defendant(s),

Case No: A-18-799140-C  
*Consolidated with A-18-776375-C*  
Dept. No: XXVII

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 23 day of October 2020.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk