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Elizabeth A. Brown  
Clerk of Supreme Court

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

WESTERN NATIONAL MUTUAL INSURANCE  
COMPANY, a Minnesota corporation

Case No.: 82475  
District Court Case No: A775815

Appellant,

v.

WILLIAM HARRY RESH, an individual,

Respondent.

**POINTS AND AUTHORITIES IN  
RESPONSE TO ORDER TO SHOW  
CAUSE**

**I. INTRODUCTION**

Based upon the Order to Show Cause filed April 13, 2021, the Court's concern is whether Appellant, Western National Mutual Insurance Company ("WNMIC"), has appealed from a final judgment. WNMIC asserts that there are no claims remaining against any party to this appeal in the district court and that the district's court Rule 54(b) certification filed on April 14, 2021, cures any jurisdictional defect. WNMIC filed an appeal based on the 54(b) certification, which appeal was filed on April 27, 2021 with the Nevada Supreme Court. *See*, Supreme Court Case No. 82475, document 21-12008.

**II. RELEVANT PROCEDURAL HISTORY**

1) On July 11, 2019 Resh filed his Amended Complaint in Eighth Judicial district court adding claims against WNMIC to his existing Complaint against Money Machine, LLC dba Compadres Auto Sales and Robert Legaspi (together "Legaspi"), *Resh v. Money Machine et al.* Case No. A-18-775815-C, Dept. XX.

1 2) On May 29, 2020, Robert Legaspi, formerly doing business as Money Machine, LLC and  
2 Compadres Auto Sales, filed for Chapter 7 bankruptcy, *In re Legaspi*, 20-12626-mkn. A copy of the  
3 docket is attached hereto as Exhibit 1.

4 3) On June 1, 2020, Legaspi filed a “Notice of Bankruptcy Filing and Imposition of the  
5 Automatic Stay” in the district court.

6 4) As a result, trial which was set for June 22, 2020 was canceled and the parties were instructed  
7 to submit briefing regarding the effects of the bankruptcy of the case and a status check would be held  
8 July 28, 2020.

9 5) On July 14, 2020, Resh submitted his brief wherein he asserted that “It is Dr. Resh’s  
10 understanding that Money Machine, LLC is 100 percent owned by Legaspi, so that Money Machine,  
11 LLC becomes part of the bankruptcy estate. It therefore follows that the Automatic Stay, at present,  
12 precludes this Court from going forward with the trial against Legaspi and Money Machine, LLC (his  
13 asset).” Resh also argued that nothing prevented the district court from moving forward with Resh’s  
14 claims against WNMIC, the DMV license bond surety of Money Machine, LLC. A copy of the Brief  
15 is attached hereto as Exhibit 2 at 3:11-14.

16 6) On July 24, 2020, WNMIC submitted its brief and argued that there was a potential conflict  
17 between the Automatic Stay and proceeding against WNMIC because Resh would have to prove that  
18 Legaspi engaged in conversion, fraud, dishonesty, malice and deceit and that such acts were not  
19 dischargeable in bankruptcy pursuant to 11 U.S.C. § 523(a)(4) and (a)(6) in order to prove his claims  
20 against WNMIC. A copy is attached hereto as Exhibit 3.

21 7) On July 28, 2020, the district court held a status check and determined that Resh could move  
22 forward against only WNMIC for summary judgment and that the issue would be revisited if trial were  
23 necessary thereafter. Minutes attached hereto as Exhibit 4.

24 8) On August 24, 2020, the Bankruptcy Court filed an Order Discharging Debtor, Legaspi.  
25 Exhibit 1.

26 9) On August 27, 2020, the Bankruptcy Court issued the Legaspi’s Final Decree, discharged the  
27 trustee, and closed Legaspi’s Chapter 7 bankruptcy.

10) On October 13, 2020, the district court issued its Findings of Fact and Conclusions of Law and Order Granting Summary Judgment (“Summary Judgment Order”). A copy is attached as Exhibit 5.

11) On November 16, 2020, WNMIC appealed the Summary Judgment Order, which appeal is docketed as Supreme Court in Case No. 82087 (“Liability Appeal”).

12) After the decision granting summary judgment in favor of Resh, Resh subsequently filed a Motion for Attorney’s Fees and Costs, to which WNMIC objected.

13) On January 14, 2021, the district court filed an Order Granting Plaintiff’s Motion for Attorney’s Fees and Costs (“Fees and Cost Order”). A copy is attached as Exhibit 6.

14) On February 16, 2021, WNMIC appealed the Fees and Costs Order, which forms the instant appeal, docketed as Supreme Court Case No. 82475 (“Fee Appeal”).

15) On February 26, 2021, the Liability Appeal was dismissed for a jurisdictional defect regarding the same concern the Court has regarding the instant Fee Appeal. A copy of the Order Dismissing Appeal Case No. 82087 is attached as Exhibit 7.

16) As a result of the Liability Appeal dismissal and in further concern should the same happen with the Fee Appeal, on March 26, 2021, WNMIC filed in the district court a Motion Requesting NRCP 54(b) Certification of the Summary Judgment Order and the Fees and Costs Order.

17) On April 1, 2021, Resh filed a Response to the Motion Requesting NRCP 54(b) Certification. Resh did not oppose WNMIC’s Motion so long as the Supersedeas Bond remained effective throughout the appeal process.

18) On April 14, 2021, the district court entered a Notice of Entry of Stipulation and Order Certifying Judgments as Final Pursuant to NRCP 54(b). A copy of the Notice of Entry is attached as Exhibit 8.

19) On April 20, 2021, WNMIC filed in the district court an appeal of the Summary Judgment Order and the Fees and Costs Order.

20) On April 27, 2021, that appeal was filed in this Court as an amended/supplemental appeal to the instant Fee Appeal in this Case No. 82475, Document No. 21-12008.

### 1           **III. ARGUMENT**

#### 2           **A. Final Judgment.**

3           “A final judgment is one that disposes of all the issues presented in the case, and leaves  
4 nothing for the future consideration of the court, except for post-judgment issues such as attorney's  
5 fees and costs.” *Lee v. GNLV Corp.*, 116 Nev. 424, 426 (Nev. 2000). “The finality of a district court's  
6 order depends not so much on its label as an "order" or a "judgment," but on what the "order" or  
7 "judgment" substantively accomplishes.” *Id.* at 427. What matters is whether the order adjudicates all  
8 the rights and liabilities of all parties and disposes of all issues and was final. *Id.* This Court  
9 consistently considers “appeals from summary judgment orders disposing of the entire action.” *Id.* at  
10 428. Further, where further orders would be superfluous, they are unnecessary. *Id.* at 427 (Finding  
11 that a decision was final where additional acts by the district would have been superfluous). The  
12 Summary Judgment Order and the Fees and Costs Order dispose of the entire action.

#### 13           **B. Any Jurisdictional Defect is Cured By the Court’s Rule 54(b) Certification.**

14           Any jurisdictional defect regarding the pending Fee appeal is cured by the district court’s 54(b)  
15 certification. A notice of appeal from an order which is amenable to certification, but which is not  
16 certified as final under NRCP 54(b), is premature and does not vest jurisdiction in the Nevada  
17 Supreme Court to entertain the appeal. If the district court later issues a valid certification of finality  
18 with respect to the order appealed from, prior to resolution of the appeal, the notice of appeal will be  
19 considered effective. No amended notice of appeal is required. *Knox v. Dick*, 99 Nev. 514, 665 P.2d  
20 267 (1983). In accordance with the above and its authority pursuant to NRCP 54(b), the district court  
21 ordered 54(b) certification of the Fees and Costs Order, which is appealable under NRAP 3A(b)(1)  
22 and NRAP 3A(b)(8), respectively. Exhibit 8.

23           The district court is authorized to grant NRCP 54(b) certification on orders or judgments that  
24 dispose of either an entire claim or all claims against one party:

25           **(b) Judgment on Multiple Claims or Involving Multiple Parties.** When an action  
26 presents more than one claim for relief — whether as a claim, counterclaim, crossclaim,  
27 or third-party claim — or when multiple parties are involved, the court may direct entry  
28 of a final judgment as to one or more, but fewer than all, claims or parties only if the  
court expressly determines that there is no just reason for delay. Otherwise, any order  
or other decision, however designated, that adjudicates fewer than all the claims or the

1 rights and liabilities of fewer than all the parties does not end the action as to any of the  
2 claims or parties and may be revised at any time before the entry of a judgment  
3 adjudicating all the claims and all the parties' rights and liabilities.

4 The district court determines if the moving party meets the necessary requirement for  
5 certification of either disposing of an entire claim or all claims against one party. *Taylor Constr. Co. v.*  
6 *Hilton Hotels*, 100 Nev. 207, 209, 678 P.2d 1152 (Nev. 1984). Otherwise, absent 54(b) certification,  
7 the appellate court lacks jurisdiction to hear an appeal that is not a final judgment and as a result will  
8 dismiss the appeal. *First Western Sav. & Loan Ass'n v. Steinberg*, 89 Nev. 582, 583, 517 P.2d 793  
9 (1973); *see Taylor*, 100 Nev. at 209 (denial of a motion for summary judgment is not capable of 54(b)  
10 certification because the denial neither disposes of an entire claim nor all claims against a single  
11 party); *State ex rel. List v. AAA Auto Leasing & Rental, Inc.*, 93 Nev. 483, 485, 568 P.2d 1230 (1977)  
12 (an order granting a motion to dismiss is certifiable under NRCP 54(b), as it operates to dismiss an  
13 entire claim, but fewer than all claims in the action).

14 NRCP 54(b) also requires the district court to "make an express determination there is no just  
15 reason for delay and an express direction for entry of judgment before an appeal may be taken from an  
16 order dismissing a claim where more than one claim for relief is presented." *Id.* When an action  
17 involves multiple parties, "final judgment may not be entered as to fewer than all of the parties unless  
18 the court expressly determines that there is no just reason for delay and expressly directs the entry of  
19 judgment." *Knox v. Dick*, 99 Nev. 514, 515-16, 665 P.2d 267 (Nev. 1983). The purpose of the rule is  
20 to promote judicial economy by limiting piecemeal appellate review of issues within a case.

21 Here, Resh's claims against WNMIC consist entirely of claims against the Bond. Valid Bond  
22 claims could only be made against those who fall under the definition of a "consumer" as set forth  
23 under NRS 482.345(10). When Resh moved for summary judgment against WNMIC, Resh requested  
24 judgment from the district court to find that his claims were valid because Resh was within the  
25 definition of a consumer under the statute. The district court agreed with Resh's arguments, finding  
26 that WNMIC is liable to Resh under the terms of the Bond and that no genuine issues of material fact  
27 remain against WNMIC.  
28

Further, the Fees and Costs Order is a post-judgment award to Resh for the associated litigation fees and costs following the district court's Summary Judgment Order. This Court has clarified that a post-judgment order awarding attorney fees and costs is appealable. *Campos-Garcia v. Johnson*, 331 P.3d 890, 891 (Nev. 2014). Having resolved Resh's Attorneys' Fees and Costs Motion, no other claims exist or remain as they relate to WNMIC.

**C. NRAP 4(6) Premature Notice of Appeal.**

A premature notice of appeal does not divest the district court of jurisdiction. The court may dismiss as premature a notice of appeal filed after the oral pronouncement of a decision or order but before entry of the written judgment or order, or before entry of the written disposition of the last-remaining timely motion listed in Rule 4(a)(4). If, however, a written order or judgment, or a written disposition of the last-remaining timely motion listed in Rule 4(a)(4), is entered before dismissal of the premature appeal, the notice of appeal shall be considered filed on the date of and after entry of the order, judgment or written disposition of the last-remaining timely motion.

**IV. Conclusion.**

Based on the above, it is respectfully requested that the Court find that no other claims exist or remain in the district court as they relate to WNMIC.

DATED this 28<sup>th</sup> day of April, 2021.

THE FAUX LAW

By: /s/ Jordan F. Faux  
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**CERTIFICATE OF SERVICE**

The undersigned, an employee of The Faux Law Group, hereby certifies that on the 28th day of April, 2021, I served a copy of the foregoing document, **POINTS AND AUTHORITIES IN RESPONSE TO ORDER TO SHOW CAUSE**, via first class mail, postage prepaid to the following:

Frederic I. Berkley, Esq.  
SKYLAR WILLIAMS, PLLC  
410 S. Rampart Blvd., Suite 350  
Las Vegas, NV 89145  
*Attorneys for William Harry Resh*

/s/ Kathleen Fenn  
An Employee of The Faux Law Group

Exhibit 1

Exhibit 1



**BAPCPA, MEANSNO, CLOSED**

**U.S. Bankruptcy Court  
District of Nevada (Las Vegas)  
Bankruptcy Petition #: 20-12626-mkn**

*Assigned to:* MIKE K. NAKAGAWA  
Chapter 7  
Voluntary  
No asset

*Date filed:* 05/29/2020  
*Date terminated:* 08/27/2020  
*Debtor discharged:* 08/24/2020  
*341 meeting:* 06/22/2020  
*Deadline for objecting to discharge:* 08/21/2020

*Debtor disposition:* Standard Discharge

**Debtor**

**ROBERT JON LEGASPI**  
216 COCONUT GROVE CT  
LAS VEGAS, NV 89183  
CLARK-NV  
SSN / ITIN: xxx-xx-6963  
**fdba MONEY MACHINE LLC**  
**fdba COMPADRES AUTO SALES**

represented by **TAYLOR L. RANDOLPH**  
RANDOLPH LAW FIRM, P.C.  
6260 N. DURANGO DRIVE  
LAS VEGAS, NV 89149  
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**Trustee**

**BRIAN D. SHAPIRO**  
510 S. 8TH STREET  
LAS VEGAS, NV 89101  
(702) 386-8600

**U.S. Trustee**

**U.S. TRUSTEE - LV - 7**  
300 LAS VEGAS BOULEVARD, SO.  
SUITE 4300  
LAS VEGAS, NV 89101

Filing Date	#	Docket Text
05/29/2020	<a href="#"><u>1</u></a> (96 pgs)	Chapter 7 Voluntary Petition Individual. Fee Amount \$335. Filed by TAYLOR L. RANDOLPH on behalf of ROBERT JON LEGASPI (RANDOLPH, TAYLOR) (Entered: 05/29/2020)
05/29/2020	<a href="#"><u>2</u></a>	Statement of Social Security Number(s). <b>This document contains sensitive information and cannot be viewed by the public.</b> Filed by TAYLOR L. RANDOLPH on behalf of ROBERT JON LEGASPI (RANDOLPH, TAYLOR) (Entered: 05/29/2020)
05/29/2020	<a href="#"><u>3</u></a> (1 pg)	Declaration Re: Electronic Filing Filed by TAYLOR L. RANDOLPH on behalf of ROBERT JON LEGASPI (RANDOLPH, TAYLOR) (Entered: 05/29/2020)

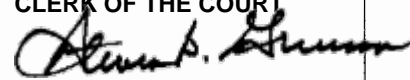
05/29/2020	<a href="#">4</a> (4 pgs)	Chapter 7 Statement of Current Monthly Income Form 122A-1, Official Form 122A 1 Supp Statement of Exemption from Presumption of Abuse Under §707(b)(2) Filed by TAYLOR L. RANDOLPH on behalf of ROBERT JON LEGASPI (RANDOLPH, TAYLOR) Modified on 6/1/2020 to add Official Form 122A 1 Supp Statement of Exemption from Presumption of Abuse Under §707(b)(2) (Youngblood, CL). (Entered: 05/29/2020)
05/29/2020	<a href="#">5</a> (1 pg)	Certificate of Credit Counseling Filed by TAYLOR L. RANDOLPH on behalf of ROBERT JON LEGASPI (RANDOLPH, TAYLOR) (Entered: 05/29/2020)
05/29/2020	<a href="#">6</a> (2 pgs)	Meeting of Creditors and Notice of Appointment of Trustee BRIAN D. SHAPIRO, . 341 meeting to be held on 06/22/2020 at 09:30 AM at Remote. Deadline to Object to Debtor's Discharge or to Challenge Dischargeability of Certain Debts due by 08/21/2020. (Entered: 05/29/2020)
05/30/2020	<a href="#">7</a> (1 pg)	Request for Special Notice Filed by PRA RECEIVABLES MANAGEMENT, LLC (PORTFOLIO RECOVERY ASSOCIATES,LLC (vs)) (Entered: 05/30/2020)
06/01/2020	8	Receipt of Filing Fee for Voluntary Petition 7(20-12626) [misc,volp7pb] ( 335.00). Receipt number 19561674, fee amount \$ 335.00.(re: Doc# <a href="#">1</a> ) (RANDOLPH, TAYLOR) (U.S. Treasury) (Entered: 06/01/2020)
06/01/2020	<a href="#">9</a> (1 pg)	Order Determining Debtor's Compliance with Filing Requirements of 11 U.S.C. Section 521(a)(1).(admin) (Entered: 06/01/2020)
06/03/2020	<a href="#">10</a> (5 pgs)	BNC Certificate of Mailing (Related document(s) <a href="#">6</a> Meeting of Creditors Chapter 7 No Asset (BNC)) No. of Notices: 74. Notice Date 06/03/2020. (Admin.) (Entered: 06/03/2020)
06/04/2020	<a href="#">11</a> (2 pgs)	BNC Certificate of Mailing - pdf (Related document(s) <a href="#">9</a> Order Determining Debtor's Compliance with Filing Requirements of 11 U.S.C. Section 521(a)(1) (BNC)) No. of Notices: 1. Notice Date 06/04/2020. (Admin.) (Entered: 06/04/2020)
06/05/2020	<a href="#">12</a> (2 pgs)	Debtor's Certification of Completion of Instructional Course Concerning Personal Financial Management. Filed by TAYLOR L. RANDOLPH on behalf of ROBERT JON LEGASPI (RANDOLPH, TAYLOR) (Entered: 06/05/2020)
06/23/2020	13	Chapter 7 Trustee's Report of No Distribution: I, BRIAN D. SHAPIRO, having been appointed trustee of the estate of the above-named debtor(s), report that I have neither received any property nor paid any money on account of this estate; that I have made a diligent inquiry into the financial affairs of the debtor(s) and the location of the property belonging to the estate; and that there is no property available for distribution from the estate over and above that exempted by law. Pursuant to Fed R Bank P 5009, I hereby certify that the estate of the

		above-named debtor(s) has been fully administered. I request that I be discharged from any further duties as trustee. Key information about this case as reported in schedules filed by the debtor(s) or otherwise found in the case record: This case was pending for 1 months. Assets Abandoned (without deducting any secured claims): \$ 0.00, Assets Exempt: Not Available, Claims Scheduled: \$ 0.00, Claims Asserted: Not Applicable, Claims scheduled to be discharged without payment (without deducting the value of collateral or debts excepted from discharge): \$ 0.00. MEETING CONCLUDED. Debtor appeared. (SHAPIRO, BRIAN) (Entered: 06/23/2020)
08/10/2020	<a href="#">14</a> (2 pgs)	Request for Special Notice Filed by MICHAEL W. CHEN on behalf of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (CHEN, MICHAEL) (Entered: 08/10/2020)
08/13/2020	<a href="#">15</a> (3 pgs)	Request for Special Notice with Certificate of Service Filed by KURT C. FAUX on behalf of Western National Mutual Insurance Company (FAUX, KURT) (Entered: 08/13/2020)
08/24/2020	<a href="#">16</a> (2 pgs)	Order Discharging Debtor (BNC) (Admin.) (Entered: 08/24/2020)
08/26/2020	<a href="#">17</a> (6 pgs)	BNC Certificate of Mailing (Related document(s) <a href="#">16</a> Order Discharging Debtor (BNC)) No. of Notices: 82. Notice Date 08/26/2020. (Admin.) (Entered: 08/26/2020)
08/27/2020	<a href="#">18</a> (1 pg)	Final Decree, Discharge of Trustee and Closing of Chapter 7 Case (Admin.) (Entered: 08/27/2020)

<b>PACER Service Center</b>			
<b>Transaction Receipt</b>			
01/15/2021 15:25:05			
<b>PACER Login:</b>	jffaux1540:5573254:0	<b>Client Code:</b>	5878-013
<b>Description:</b>	Docket Report	<b>Search Criteria:</b>	20-12626-mkn Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
<b>Billable Pages:</b>	2	<b>Cost:</b>	0.20

Exhibit 2

Exhibit 2



**BREF**

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William Harry Resh*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

WILLIAM HARRY RESH, an individual,  
  
Plaintiff,

v.

MONEY MACHINE, LLC, a Nevada limited  
liability company dba COMPADRES AUTO  
SALES; ROBERT LEGASPI, an individual,  
WESTERN NATIONAL MUTUAL  
INSURANCE COMPANY, a Minnesota  
corporation; DOES I through X; and ROE  
CORPORATIONS I THROUGH X.

Defendants.

Case No.: A-18-775815-C  
Dept. No.: XX

**PLAINTIFF WILLIAM HARRY RESH'S  
BRIEF REGARDING UPCOMING  
STATUS CHECK**

Comes now, Plaintiff WILLIAM HARRY RESH, by and through his attorney,  
FREDERIC I. BERKLEY, ESQ., of the law firm SKLAR WILLIAMS PLLC, and files this  
Brief regarding the issue to be considered at the upcoming Status Check.

**STATEMENT OF FACTS**

Plaintiff WILLIAM HARRY RESH (hereinafter referred to as "Dr. Resh") is a board  
certified cardiologist and was the owner of a 2017 Audi R8 automobile, VIN No.  
WUAKBAFX0H7903087. In February and March 2018, Dr. Resh attempted to sell his vehicle  
through auction with the assistance of Robert Larson. Dr. Resh was told that in order to  
effectuate the sale of his vehicle, he would be required to furnish title to said vehicle to the  
auction house known as Manheim.

1 Dr. Resh was informed that his vehicle had sold for one hundred forty thousand five  
2 hundred dollars (\$140,500)<sup>1</sup> and that a check in that amount was prepared by Manheim made  
3 payable to Compadres Auto Sales. Robert Larson brought the title to Dr. Resh's vehicle and the  
4 keys to the auction house known as Manheim. Manheim prepared a check for one hundred forty-  
5 three thousand eighth hundred ninety-five dollars (\$143,895) made payable to Compadres and  
6 that check was given to Robert Larson. Mr. Larson personally delivered that check in  
7 approximately mid-March 2018 to Ryan Najarro, the General Manager of Compadres, who  
8 Robert Larson had worked with before.

9 Robert Larson was told by Compadres that as soon as the check cleared, Compadres  
10 would prepare a check for Dr. Resh in the amount of one hundred forty-three thousand eight  
11 hundred ninety-five dollars (\$143,895). Despite repeated evasions, excuses, and lies, Compadres  
12 has not paid any of the proceeds of sale to Dr. Resh.

13 During the course of discovery in this matter, Dr. Resh discovered that Defendant  
14 Western National Mutual Insurance Company (hereinafter referred to as "Western National")  
15 furnished a Vehicle Industry License Bond in the penal sum of \$100,000. Since Dr. Resh is a  
16 consumer injured by the action of Money Machine, LLC, Dr. Resh may demand that the bond be  
17 paid but Western National has refused.

18 On August 30, 2019, Western national filed a Motion to Dismiss and Motion for  
19 Attorney's Fees and Costs, claiming that Dr. Resh was not a "consumer" and thus not entitled to  
20 protection under the penal bond. After appropriate briefing and hearing, this Court entered an  
21 Order filed on October 30, 2019 in which it specifically found that Dr. Resh falls within the  
22 definition of consumer as set forth at NRS 482.345 and that Dr. Resh intended to be the final  
23 user of the vehicle at issue. Western National's Motion to Dismiss was therefore denied.

24 On June 1, 2020, Defendant Robert Legaspi (hereinafter "Legaspi") filed Robert Legaspi  
25 Nevada's Notice of Bankruptcy Filing and Imposition of Automatic Stay. This case was set to  
26 be tried on June 22, 2020.

27 During the week prior to trial, counsel for Defendants Money Machine, LLC and Legaspi  
28 raised the issue of whether the trial could go forward in view of the Automatic Stay entered by

1 the Bankruptcy Court upon Legaspi's bankruptcy filing. Discussion between the attorneys  
2 resulted in a Stipulation and Order to Continue Trial and Request to Set Status Check filed on  
3 June 18, 2020. The Court entered an Order continuing the trial date and setting a status check for  
4 July 30, 2020 at 8:30 a.m. The specific purpose of the status check is to determine if this case  
5 can move forward and if so, against which Defendant/Defendants. The purpose of this Brief is to  
6 advise the Court of Dr. Resh's position regarding trial.

## 7 ARGUMENT

### 8 **I. ROBERT LEGASPI AND MONEY MACHINE LLC**

9 The protections of the Automatic Stay clearly apply to Legaspi. The Automatic Stay also  
10 prevents legal proceedings to recover a debt against the debtor's property belonging to the  
11 bankruptcy estate (11 USC § 362(a)). It is Dr. Resh's understanding that Money Machine, LLC  
12 is 100 percent owned by Legaspi, so that Money Machine, LLC becomes part of the bankruptcy  
13 estate. It therefore follows that the Automatic Stay, at present, precludes this Court from going  
14 forward with the trial against Legaspi and Money Machine, LLC (his asset).

### 15 **II. WESTERN NATIONAL MUTUAL INSURANCE COMPANY**

16 Defendant Western National Mutual Insurance Company is on a different footing from  
17 Legaspi and Money Machine, LLC. While the protections afforded by the Automatic Stay are  
18 broad, there are limitations. One of those limitations is that the Automatic Stay does not cover  
19 "non-debtor parties or their property." The Ninth Circuit Court of Appeals addressed this  
20 limitation directly as follows:

21 "As a general rule, the automatic stay protects *only* the debtor,  
22 property of the debtor or property of the estate. See 11 U.S.C. §§  
23 362(a); 541(a) (defining property of the estate); *Advanced Ribbons*  
24 *and Office Prods., Inc. v. U.S. Interstate Distrib., Inc.*, 125 B.R.  
25 259, 263 (9<sup>th</sup> Cir.BAP1991) (citation omitted); *see also Chugach*,  
26 23 F.3d at 246. The stay "does not protect non-debtor parties or  
27 their property. Thus, Section 362(a) does not stay actions against  
28 guarantors, sureties, corporate affiliates, or other non-debtor parties  
liable on the debts of the debtor." *Chugach*, 23 F.3d at 246  
(citations omitted). We have refused to extend the automatic stay  
to enjoin claims against a contractor-debtor's surety, even though a  
surety bond guarantees the contractor-debtor's performance. See  
*in re Lockard* 884 F.2d 1171, 1178-79 (9<sup>th</sup> Cir. 1989)."

1 *Boucher v. Shaw*, 572 F.3d 1087 (9th Cir. 2009).

2 This principle was well-explained in the context of a surety in *Matter of Lockhard*, 884  
3 F.2d 1171 (9th Cir. 1989). In *Lockhard*, the Ninth Circuit Court of Appeals made it clear that a  
4 licensee for which a state-mandated surety bond was issued has no property interest in the bond  
5 issued by a third party to guarantee the licensee's performance on its commercial or personal  
6 service contracts. The Court explained that with respect to sureties, it is the surety itself, and not  
7 the licensee, who puts its property at risk of liability. The surety bond is therefore not "property  
8 of estate" within the meaning of 11 U.S.C. § 541. The Court specifically held that the state court  
9 action against the surety was not subject to the automatic stay.

10 The *Lockhard* opinion was then affirmed by the Ninth Circuit Bankruptcy Panel in *In re*  
11 *Dunbar*, 235 B.R. 467 (9th BAP 1999). There, the Court held that a surety bond posted to  
12 guarantee a debtor's obligation was not part of the debtor's estate. The surety bond was issued  
13 for the benefit of third-party beneficiaries, in that case, the State of California. The parallels to  
14 the instant case are obvious since Western National posted a surety bond for the benefit of  
15 Nevada consumers, not for the benefit of Legaspi or Money Machine, LLC.

16 Even though a trial would necessarily involve Legaspi's conduct, this does not preclude  
17 this Court from moving forward. The Ninth Circuit in *Boucher*, *supra* recognized the inherent  
18 interweaving of interests and did not find a problem even when the debtor's interest would be  
19 harmed as a result of a judgment against the surety.

20 Clearly, the law is that the Automatic Stay does not stay actions against sureties like  
21 Western National. The bond posted by Western National was for the benefit of Nevada  
22 consumers pursuant to Nevada Statute. Western National cannot hide behind Legaspi's filing for  
23 bankruptcy to avoid its obligation to Dr. Resh. The trial may therefore proceed against Western  
24 National.

## 25 CONCLUSION

26 The Court should be aware that there are no issues of fact regarding Money Machine,  
27 LLC's conversion of the sale proceeds of Dr. Resh's vehicle. As set forth in its Trial Brief, the  
28 only issue raised by Western National is a legal issue and that is whether Dr. Resh was a




1 “consumer“ within the meaning of NRS 482.345. That issue was duly researched and argued  
2 before this Court on October 16, 2019. Pursuant to this Court’s Order filed on October 30, 2019,  
3 the Court has already held that Dr. Resh is a “consumer” and is entitled to protection under the  
4 bond.

5 This action against Western National is not stayed by the Automatic Stay and should be  
6 allowed to proceed to trial.

7 DATED this 14 day of July, 2020.

8 Respectfully submitted by:

9  
10 By:   
11 Frederic I. Berkley, Esq.  
12 Nevada Bar No.: 1798  
13 SKLAR WILLIAMS PLLC  
14 410 S. Rampart Blvd., Ste. 350  
15 Las Vegas, NV 89145  
16 *Attorneys for Plaintiff William Harry Resh*  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 14<sup>TH</sup> day of July, 2020, a true and correct copy of the above and foregoing **PLAINTIFF WILLIAM HARRY RESH'S BRIEF REGARDING UPCOMING STATUS CHECK** was submitted electronically for filing and service with the Eighth Judicial District Court. Electronic Service of the foregoing document shall be made to *all parties* listed on the Odyssey E-File NV Service Contact List.


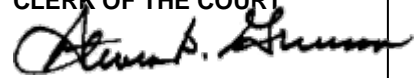
  
An Employee of Sklar Williams PLLC

Exhibit 3

Exhibit 3



**BREF**  
KURT C. FAUX, ESQ.  
Nevada Bar No. 003407  
JORDAN F. FAUX, ESQ.  
Nevada Bar No. 12205  
THE FAUX LAW GROUP  
2625 N. Green Valley Parkway, #100  
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Telephone: (702) 458-5790  
Facsimile: (702) 458-5794  
Email: kfaux@fauxlaw.com  
jfaux@fauxlaw.com  
*Attorneys for Western National Mutual  
Insurance Company*

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

WILLIAM HARRY RESH, an individual,  
  
Plaintiff,

v.

MONEY MACHINE, LLC, a Nevada limited liability  
company dba COMPADRES AUTO SALES; ROBERT  
LEGASPI, an individual, WESTERN NATIONAL  
MUTUAL INSURANCE COMPANY, a Minnesota  
corporation; DOES I through X; and ROE  
CORPORATIONS I through X,

Defendants.

Case No. A-18-775815-C  
Dept. No.: 20

**WESTERN NATIONAL  
MUTUAL INSURANCE  
COMPANY'S BRIEF RE;  
STATUS CHECK IN LIGHT OF  
BANKRUPTCY OF ROBERT  
LEGASPI**

**Status Check:**  
Date: July 28, 2020  
Time: 8:30 A.M.

This brief is provided in anticipation of the Status Check set for July 28, 2020 at 8:30 A.M.

**INTRODUCTION**

As the Court is aware, this Status Check has become necessary due to the recent bankruptcy filing of defendant, Robert Legaspi. In his Amended Complaint, Plaintiff asserts that Money Machine, LLC is an alter ego of Robert Legaspi. Thus, according to the allegations in the Amended Complaint, there is no legal distinction between the two. Western National Mutual Insurance Company ("WNMIC") agrees that under Plaintiff's theory of the case, the bankruptcy Automatic Stay applies to Robert Legaspi and Money Machine, LLC. However, Plaintiff asserts that the Automatic Stay does not apply to WNMIC. While this may be the case, trial still cannot move forward against WNMIC without violating the automatic stay.

**RESPONSE TO STATEMENT OF FACTS**

While WNMIC may not ultimately dispute the facts asserted by Plaintiff, the Court has not made any findings of fact in this case. Plaintiff filed no dispositive motions. Plaintiff asserts that the Court has already determined that Plaintiff qualifies as a consumer under NRS 482.345 but that is not the case. While the Court may have made comments to that effect in denying WNMIC's Motion to Dismiss, the legal standard on a Motion to Dismiss are quite different from the standard on a dispositive motion or at trial. The Court has not yet determined whether Plaintiff is entitled as a matter of fact or law to any funds from the Bond. This will not be a show trial. Plaintiff must prove all aspects of his case.

**ARGUMENT**

As the Court is aware, the filing of a bankruptcy imposes an automatic stay of all proceedings against the debtor as codified in 11 U.S. C. § 362(a)(1), (3), including judicial proceedings. "The scope of the stay is quite broad." *Hillis Motors, Inc. v. Haw. Auto. Dealers' Ass'n*, 997 F.2d 581, 585 (9th Cir. 1993). "The automatic stay imposes on non-debtor parties an affirmative duty of compliance," which includes alerting the court of potential conflicts between an order and the automatic stay. *Sternberg v. Johnston*, 595 F.3d 937, 943 (9th Cir. 2010) *overruled on other grounds by Am. Servicing Co. v. Schwartz-Tallard (In re Schwartz-Tallard)*, 803 F.3d 1095, 1100 (9th Cir. 2015) (en banc).

Here, there are potential conflicts in this case moving forward absent a relief from stay order from the Bankruptcy court. Specifically, in the Amended Complaint, Plaintiff has accused Legaspi and Money Machine, LLC (together "Money Machine") of "conversion...fraud, dishonesty, malice, and deceit." Amended Complaint at ¶15. To prove his case against WNMIC, Plaintiff will have to prove that Money Machine committed "conversion...fraud, dishonesty, malice, and deceit."

The conflict here is that pursuant to 11 U.S.C. § 523(a)(4) "fraud or defalcation while acting in a fiduciary capacity, embezzlement, or larceny" and Section (a)(6) "willful and malicious injury by the debtor to another entity or to the property of another entity" are not dischargeable in bankruptcy. If trial is allowed to go forward even against WNMIC alone, Plaintiff will still have to prove that Money Machine engaged in conversion, fraud, dishonesty, malice, and deceit in order to show it is entitled to recover from Money Machine's DMV license bond. Plaintiff could then use

1 that finding against Money Machine in its bankruptcy even though the trial was purportedly only  
2 against WNMIC.

3 “All judicial actions taken during the pendency of the stay are void.” *In re Goldstein*, 5 Fed.  
4 Appx. 757, 759 (9th Cir. 2001) *In re Nat'l Environmental Waste Corp. (Newco)*, 129 F.3d 1052,  
5 1054 (9th Cir.1997). If trial moves forward against WNMIC only and then the Bankruptcy Court  
6 later determines that doing so was a violation of the automatic stay, the results of the trial would be  
7 void. This would be a waste of judicial resources as well as the litigants’ resources.

8 In this circumstance and in order to create a clean record, the safest and most prudent thing to  
9 do would be for Plaintiff to obtain a relief stay order from the Bankruptcy court pursuant to 11  
10 U.S.C § 362(d) (“[o]n request of a party in interest ..., the court shall grant relief from the stay ...,  
11 such as by terminating, annulling, modifying, or conditioning [the] stay for cause ....”). What  
12 WNMIC wants to avoid is a situation like that in *Burton v. Infinity Capital Mgmt*, 862 F.3d 740 (9th  
13 Cir. 2017) where a dispute regarding the applicability of the automatic stay resulted in 5 additional  
14 years of appellate litigation. When compared with the alternative, a short delay of the trial so that  
15 Plaintiff may obtain relief from the Automatic Stay will create a clean record and any potential cloud  
16 over trial.

17 DATED this 24th day of July, 2020.

18 THE FAUX LAW GROUP

19 By: /s/ Jordan F. Faux  
20 KURT C. FAUX, ESQ.  
21 Nevada Bar No. 003407  
22 JORDAN F. FAUX, ESQ.  
23 Nevada Bar No. 012205  
24 2625 North Green Valley Parkway, Suite 100  
25 Henderson, Nevada 89014  
26 Attorneys for Western National Mutual  
27 Insurance Company  
28

///

///

///

///

**CERTIFICATE OF SERVICE**

The undersigned, an employee of The Faux Law Group, hereby certifies that on the 24th day of July, 2020, I served a copy of **WESTERN NATIONAL MUTUAL INSURANCE COMPANY'S BRIEF RE; STATUS CHECK IN LIGHT OF BANKRUPTCY OF ROBERT LEGASPI** via the Court's electronic service system to all parties and counsel listed thereon:

Frederic I. Berkley, Esq.  
SKYLAR WILLIAMS, PLLC  
410 S. Rampart Blvd., Suite 350  
Las Vegas, NV 89145  
*Attorneys for William Harry Resh*

Adam Knecht, Esq.  
Alexander P. Williams, Esq.  
Alverson, Taylor, Mortensen, & Sanders  
6605 Grand Montecito Pkwy, Suite 200  
Las Vegas, Nevada 89149  
Email: [aknecht@alversontaylor.com](mailto:aknecht@alversontaylor.com)  
*Attorneys for Money Machine, LLC d/b/a  
Compadres Auto Sales and Robert Legaspi*

By: /s/ Jordan F. Faux  
An Employee of the Faux Law Group

Exhibit 4

Exhibit 4



[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [New District Civil/Criminal Search](#) [Refine Search](#) [Close](#)

Location : District Court Civil/Criminal [Help](#)

## REGISTER OF ACTIONS

CASE NO. A-18-775815-C

William Resh, Plaintiff(s) vs. Money Machine LLC, Defendant(s)

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§

Case Type: **Intentional Misconduct**

Date Filed: **06/08/2018**

Location: **Department 20**

Cross-Reference Case Number: **A775815**

Supreme Court No.: **82087**

### PARTY INFORMATION

Defendant	Legaspi, Robert	<b>Lead Attorneys</b> <b>Kurt R. Bonds</b> <i>Retained</i> 702-384-7000(W)
Defendant	Money Machine LLC <i>Doing Business</i> As <i>Compadres Auto Sales</i>	<b>Kurt R. Bonds</b> <i>Retained</i> 702-384-7000(W)
Defendant	Western National Mutual Insurance Company	<b>Kurt C. Faux</b> <i>Retained</i> 7024585790(W)
Plaintiff	Resh, William Harry	<b>Frederic I Berkley, ESQ</b> <i>Retained</i> 702-360-6000(W)

### EVENTS & ORDERS OF THE COURT

07/28/2020 **Status Check** (8:30 AM) (Judicial Officer Johnson, Eric)

#### Minutes

07/28/2020 8:30 AM

- Mr. Berkley, Mr. Faux, and Mr. Knecht appeared by phone via Blue Jeans. Court noted it had received Plaintiff's brief and Defendant's response. Upon Court's inquiry, Mr. Berkley stated he also received Defendant's brief. Arguments by Mr. Berkley and Mr. Faux. Court stated the automatic stay protects the assets of the debtor. Mr. Berkley argued there are no factual disputes and a bond for \$100,000.00 has been posted. Court suggested the Plaintiff move for summary judgment on this case, and if the case is not available for summary judgment at that time or he finds issues of fact requiring a trial, he will set the case for trial. Further, Court stated it would revisit the issue of the automatic stay as it pertains to going forward with trial. Following colloquy, COURT ORDERED, matter SET for Motion for Summary Judgment and the parties were notified of the following briefing schedule: Plaintiff's Motion due by 8/11/2020, Defendant's Response due by 8/25/2020, And Plaintiff's reply is due by 9/1/2020. 9/16/20 8:30 AM MOTION FOR SUMMARY JUDGMENT

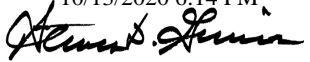
07/30/2020 8:30 AM

[Parties Present](#)

[Return to Register of Actions](#)

Exhibit 5

Exhibit 5

  
CLERK OF THE COURT

**FFCO**

KURT C. FAUX, ESQ.  
Nevada Bar No. 003407  
JORDAN F. FAUX, ESQ.  
Nevada Bar No. 12205  
THE FAUX LAW GROUP  
2625 N. Green Valley Parkway, #100  
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Facsimile: (702) 458-5794  
Email: kfaux@fauxlaw.com  
jfaux@fauxlaw.com  
*Attorneys for Western National Mutual  
Insurance Company*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

WILLIAM HARRY RESH, an individual,  
  
Plaintiff,

v.

MONEY MACHINE, LLC, a Nevada limited liability  
company dba COMPADRES AUTO SALES; ROBERT  
LEGASPI, an individual, WESTERN NATIONAL  
MUTUAL INSURANCE COMPANY, a Minnesota  
corporation; DOES I through X; and ROE  
CORPORATIONS I through X,

Defendants.

Case No. A-18-775815-C  
Dept. No.: 20

**FINDINGS OF FACT AND  
CONCLUSIONS OF LAW AND  
ORDER GRANTING  
SUMMARY JUDGMENT**

This matter having come before the Court on Plaintiff's Motion for Summary Judgment, and the Court having considered the aforementioned Plaintiff's Motion for Summary Judgment, the Opposition to Plaintiff's Motion for Summary Judgment and Plaintiff's Reply to Opposition to Plaintiff's Motion for Summary Judgment, and all of the pleadings on file herein, this Court enters the following Findings of Fact and Conclusion of Law:

**FINDINGS OF FACT**

1. Plaintiff William Harry Resh (hereinafter referred to as "Dr. Resh") is a Board-certified cardiologist with Nevada Heart and Vascular Center and is, and was during all times relevant herein, a resident of the state of Nevada.

2. Dr. Resh was the owner of a 2017 Audi R8 automobile (hereinafter referred to as his "vehicle"), VIN No. WUAKBAFX0H7903087.

3. In February and March 2018, Dr. Resh attempted to sell his vehicle through auction with the assistance of a family friend, Robert Larson.

4. In order to sell Dr. Resh's vehicle at auction, Robert Larson registered the vehicle under the auto dealership known as Money Machine, LLC, d/b/a Compadres Auto Sales (hereinafter referred to as "Compadres").

5. In order to sell the vehicle through the auction house known as Manheim, Robert Larson took the title to Dr Resh's vehicle and the keys to Manheim.

6. Dr. Resh's vehicle sold at auction by Manheim for the sum of \$145,000.

7. Manheim prepared a check for \$143,895 made payable to Compadres and the check was given to Robert Larson.

8. Robert Larson personally delivered that check in mid-March 2018 to Ryan Najarro, general manager for Compadres, who he had worked with before.

9. Compadres deposited the check for \$143,895 into its bank account.

10. Despite repeated demands, Compadres never paid Dr. Resh any of the sales proceeds for his vehicle.

11. Defendant Western National Mutual Insurance Company (hereinafter referred to as ("WNMIC")) furnished a Vehicle Industry License Bond for Compadres in the penal sum of \$100,000.

12. As a result of Defendants' actions herein, Dr. Resh was required to retain the services of Sklar Williams PLLC to prosecute this matter.

### CONCLUSIONS OF LAW

1. Dr. Resh falls within the definition of "consumer" as set forth at NRS 482.345.

2. Dr. Resh intended to be the final user of the vehicle at issue.

3. Compadres has wrongfully converted the sales proceeds of Dr. Resh's vehicle in the sum of \$143,895.

4. WNMIC is liable to Dr. Resh under the terms of the Vehicle Industry Business License Bond number 37029.

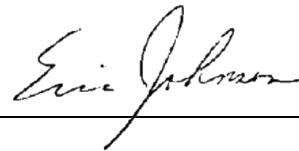
5. Any Conclusion of Law which should more properly be set forth as a Finding of Fact is hereby deemed a Finding of Fact, and vice versa.

**ORDER GRANTING SUMMARY JUDGMENT**

Based on the aforementioned Findings of Fact and Conclusions of Law, and this Court specifically finding that there are no remaining genuine issues of material fact, this Court hereby grants Plaintiff's Motion for Summary Judgement against Defendant Western National Mutual Insurance Company and finds that Dr. Resh shall have Judgment against this Defendant in the amount of \$100,000.

DATED this \_\_\_\_ day of September, 2020.

Dated this 13th day of October, 2020



**DISTRICT COURT JUDGE**

**16B 532 E326 9824**  
**Eric Johnson**  
**District Court Judge**

Submitted by:

THE FAUX LAW GROUP

\_\_\_\_\_  
Kurt C. Faux, Esq.  
Jordan F. Faux, Esq.  
2625 N. Green Valley Pkwy., Suite 100  
Henderson, NV 89014  
*Attorneys for Western National Mutual Insurance Company*

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 William Resh, Plaintiff(s)

CASE NO: A-18-775815-C

7 vs.

DEPT. NO. Department 20

8 Money Machine LLC,  
9 Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Findings of Fact, Conclusions of Law and Order was served via the  
14 court's electronic eFile system to all recipients registered for e-Service on the above entitled  
case as listed below:

15 Service Date: 10/13/2020

16 Jordan Faux

jfaux@fauxlaw.com

17 Gene Crawford

gcrawford@sklar-law.com

18 Frederic Berkley

fberkley@sklar-law.com

19 Kathy Fenn

kfenn@fauxlaw.com

20 Copy Room

efile@alversontaylor.com

21 Kurt Bonds

kbonds@alversontaylor.com

22 Adam Knecht

aknecht@alversontaylor.com

23 Kurt Faux

kfaux@fauxlaw.com

24 Foniah Abbott

fabbott@fauxlaw.com

25 Terri Scott

tscott@sklar-law.com

26  
27  
28

1           If indicated below, a copy of the above mentioned filings were also served by mail  
2 via United States Postal Service, postage prepaid, to the parties listed below at their last  
3 known addresses on 10/14/2020

4     Kurt Bonds                   Alverson Taylor & Sanders  
5                                   Attn: Kurt R. Bonds  
6                                   6605 Grand Montecito Pkwy., Suite 200  
7                                   Las Vegas, NV, 89149  
8  
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**EXHIBIT 6**

**EXHIBIT 6**



**ORDR**

FREDERIC I. BERKLEY, ESQ.

Nevada Bar No.: 1798

SKLAR WILLIAMS PLLC

410 South Rampart Blvd., Suite 350

Las Vegas, Nevada 89145

Telephone: (702) 360-6000

Facsimile: (702) 360-0000

Email: [fberkley@sklar-law.com](mailto:fberkley@sklar-law.com)

*Attorneys for Plaintiff*

*William Harry Resh*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

WILLIAM HARRY RESH, an individual,

Plaintiff,

v.

MONEY MACHINE, LLC, a Nevada limited liability company dba COMPADRES AUTO SALES; ROBERT LEGASPI, an individual, WESTERN NATIONAL MUTUAL INSURANCE COMPANY, a Minnesota corporation; DOES I through X; and ROE CORPORATIONS I THROUGH X.

Defendants.

Case No.: A-18-775815-C

Dept. No.: XX

**ORDER**

This matter having come before the Court on the 4th day of November, 2020, on Plaintiff's Motion for Attorney's Fees and Costs, the Opposition to Plaintiff's Motion for Attorney's Fees and Costs, Plaintiff's Reply to Defendant's Opposition to Plaintiff's Motion for Attorney's Fees and Costs and Supplement to Plaintiff's Motion for Attorney's Fees and Costs, and the Court having considered same and the arguments of counsel, hereby finds as follows:

This Court finds that Plaintiff shall be granted attorney's fees and costs under NRCP 68 rather than NRS 18.010 as the Court does not believe that Defendant has demonstrated a level of frivolousness or vexatiousness that NRS 18.010 requires.

This Court has considered the *Beattie* factors and finds that the Plaintiff's claim was

1 brought in good faith, that the Offer of Judgment was reasonable and in good faith in both its  
2 timing and amount, that if Defendant's decision to reject and to proceed to trial was not grossly  
3 unreasonable, it was unreasonable in an obvious way and that the fees being sought by Plaintiff  
4 are reasonable and justified in amount.

5 In addition, this Court carefully considered the *Brunzell* factors in determining the amount  
6 of attorney's fees to be awarded and specifically considered the qualities of the advocate: his  
7 ability, training, education, experience, professional standing and skill, the character of the work  
8 that was done, the work actually performed by Plaintiff's counsel and the result achieved by  
9 Plaintiff's counsel and the benefits derived.

10 Based on these findings, this Court awards Plaintiff attorney's fees in the amount of  
11 \$ 31565.62, plus costs in the amount of \$ 2666.65.

12 This Order is reduced to Judgment in favor of Plaintiff William Harry Resh against  
13 Defendant Western National Mutual Insurance Company. Dated this 14th day of January, 2021

14 DATED this \_\_\_\_\_ day of November, 2020.



15  
16  
17 **DISTRICT COURT JUDGE**  
18 **ATA 37D E6C9 43C9**  
19 **Eric Johnson**  
20 **District Court Judge**

21 Prepared by:

Read and approved by:

22 SKLAR WILLIAMS PLLC

FAUX LAW GROUP

23 By: /s/ Frederic I. Berkley  
24 FREDERIC I. BERKLEY, ESQ.  
25 Nevada Bar No.: 1798  
26 410 South Rampart Boulevard  
27 Las Vegas, Nevada 89145  
28 Telephone: (702) 360-6000  
Facsimile: (702) 360-0000

*Attorneys for Plaintiff  
William Harry Resh*

By: /s/ Jordan F. Faux  
JORDAN F. FAUX, ESQ.  
Nevada Bar No.: 12205  
2625 N. Green Valley Pkwy., #100  
Henderson, Nevada 89014  
Telephone: (702) 458-5790  
Facsimile: (702) 458-5794

*Attorneys for Defendant Western National  
Mutual Insurance Company*

---

**From:** Frederic Berkley  
**Sent:** Monday, November 16, 2020 9:21 AM  
**To:** Gene Crawford  
**Subject:** FW: Resh v. Money Machine, et al.

---

**From:** Jordan Faux <[jfaux@fauxlaw.com](mailto:jfaux@fauxlaw.com)>  
**Sent:** Friday, November 13, 2020 5:21 PM  
**To:** Frederic Berkley <[fberkley@sklar-law.com](mailto:fberkley@sklar-law.com)>  
**Subject:** RE: Resh v. Money Machine, et al.

Mr. Berkley,

You may affix my electronic signature. If you need a wet signature, please let me know and I will provide.

Please also let me know regarding stipulating to waive the appeal bond at your convenience.

Thanks,  
--Jordan

Jordan F. Faux, Esq. | THE FAUX LAW GROUP | 2625 N. Green Valley Pkwy, Suite 100, Henderson, NV 89074 | T: 702.458.5790 | F: 702.458.5794 | [jfaux@fauxlaw.com](mailto:jfaux@fauxlaw.com)

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 William Resh, Plaintiff(s)

CASE NO: A-18-775815-C

7 vs.

DEPT. NO. Department 20

8 Money Machine LLC,  
9 Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 1/14/2021

15 Jordan Faux	jfaux@fauxlaw.com
16 Gene Crawford	gcrawford@sklar-law.com
17 Frederic Berkley	fberkley@sklar-law.com
18 Willi Siepmann	wsiepmann@fauxlaw.com
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23 Kurt Faux	kfaux@fauxlaw.com
24 Foniah Abbott	fabbott@fauxlaw.com
25 Terri Scott	tscott@sklar-law.com

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**EXHIBIT 7**

**EXHIBIT 7**

IN THE SUPREME COURT OF THE STATE OF NEVADA

WESTERN NATIONAL MUTUAL  
INSURANCE COMPANY, A  
MINNESOTA CORPORATION,

Appellant,

vs.

WILLIAM HARRY RESH, AN  
INDIVIDUAL,

Respondent.

No. 82087

**FILED**

**FEB 26 2021**

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK

*ORDER DISMISSING APPEAL*

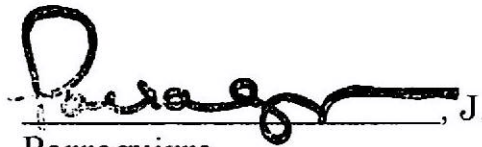
This is an appeal from a district court order granting a motion for summary judgment. Eighth Judicial District Court, Clark County; Eric Johnson, Judge.

Initial review of the docketing statement and documents before this court revealed a potential jurisdictional defect. It appeared that the challenged order is not appealable as a final judgment under NRAP 3A(b)(1) because respondent's claims against Money Machine, LLC, dba Compadres Auto Sales, and Robert Legaspi remain pending in the district court. See *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (defining a final judgment). In response, appellant appears to concede that the district court has not entered an order resolving the claims against Money Machine or Legaspi. However, it asserts that no claims remain pending in the district court because any debts against Money Machine and Legaspi were discharged in a separate bankruptcy court action.

"[A] final judgment is one that disposes of all the issues presented in the case, and leaves nothing for the future consideration of the court, except for post-judgment issues such as attorney's fees and costs." *Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000). This court

is not convinced that the discharge of debts in a separate bankruptcy court action constitutes a formal resolution of the claims in the underlying district court action. Accordingly, the claims against Money Machine and Legaspi remain pending in the district court and the challenged order is not appealable as a final judgment under NRAP 3A(b)(1). As no other statute or court rule appears to allow an appeal from the challenged order, *see Brown v. MHC Stagecoach, LLC*, 129 Nev. 343, 345, 301 P.3d 850, 851 (2013) (this court “may only consider appeals authorized by statute or court rule”), this court lacks jurisdiction and

ORDERS this appeal DISMISSED.<sup>1</sup>

  
Parraguirre, J.

  
Stiglich, J.

  
Silver, J.

cc: Hon. Eric Johnson, District Judge  
Thomas J. Tanksley, Settlement Judge  
The Faux Law Group  
Sklar Williams LLP  
Eighth District Court Clerk

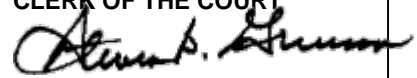
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<sup>1</sup>If aggrieved, appellant may file a new notice of appeal if the district court enters an appealable order in the future.



**EXHIBIT 8**

**EXHIBIT 8**



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*Attorneys for Western National Mutual  
Insurance Company*

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

WILLIAM HARRY RESH, an individual,  
  
Plaintiff,

v.

MONEY MACHINE, LLC, a Nevada limited liability  
company dba COMPADRES AUTO SALES; ROBERT  
LEGASPI, an individual, WESTERN NATIONAL  
MUTUAL INSURANCE COMPANY, a Minnesota  
corporation; DOES I through X; and ROE  
CORPORATIONS I through X,  
  
Defendants.

Case No. A-18-775815-C  
Dept. No.: 20

**NOTICE OF ENTRY OF ORDER**

PLEASE TAKE NOTICE that on the 14<sup>th</sup> day of April, 2021, an Order was entered into the  
above-entitled matter, a copy of which is attached hereto.

DATED this 14<sup>th</sup> day of April, 2021.

THE FAUX LAW GROUP

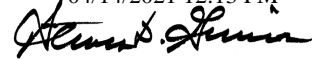
By: /s/ Kurt C. Faux

Kurt C. Faux, Esq.  
2625 N. Green Valley Pkwy., Suite 100  
Henderson, NV 89014  
*Attorneys for Western National Mutual  
Insurance Company*

**CERTIFICATE OF SERVICE**

The undersigned, an employee of The Faux Law Group, hereby certifies that on the 14<sup>th</sup> day of April, 2021, I served a copy of the foregoing document, **NOTICE OF ENTRY OF ORDER** was submitted electronically for filing and service with the Eighth Judicial District Court. Electronic Service of the foregoing document shall be made to all parties listed the parties listed on the Odyssey E-FileNV Service Contact List.

/s/ Kelly McManamon  
An Employee of The Faux Law Group

  
CLERK OF THE COURT

1 **SAO**  
2 KURT C. FAUX, ESQ.  
3 Nevada Bar No. 03407  
4 JORDAN F. FAUX, ESQ.  
5 Nevada Bar No. 12205  
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14 *Insurance Company*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 WILLIAM HARRY RESH, an individual,  
11  
12 Plaintiff,

12 v.

13 MONEY MACHINE, LLC, a Nevada limited  
14 liability company dba COMPADRES AUTO  
15 SALES; ROBERT LEGASPI, an individual,  
16 WESTERN NATIONAL MUTUAL  
17 INSURANCE COMPANY, a Minnesota  
18 corporation; DOES I through X; and ROE  
19 CORPORATIONS I through X,

17 Defendants.

Case No. A-18-775815-C  
Dept. No.: 20

**STIPULATION AND ORDER  
CERTIFYING JUDGMENTS AS FINAL  
PURSUANT TO NRCP 54(b)**

19 Defendant Western National Mutual Insurance Company (“WNMIC”) and Plaintiff William  
20 Harry Resh (“Resh”), by and through their respective counsel of record, respectfully submit the  
21 following Stipulation and Order granting WNMIC’s Motion Requesting 54(b) Certification.

22 The Court granted judgment in favor of Resh and against WNMIC as follows:

- 23 (1) Summary judgment dated October 13, 2020 in the amount of \$100,000.00, the penal sum  
24 of the Motor Vehicle Dealer’s License Bond issued by WNMIC with Money Machine,  
25 LLC d/b/a Compadres Auto Sales (“Compadres”) as Principal (“Liability Judgment”); and  
26 (2) Attorneys’ Fees and Costs Judgment dated January 14, 2021 in the total amount of  
27 \$34,232.17 (“Fee Judgment”).

28 ///

1 During the course of this case, Defendant Robert Legaspi, the alleged alter ego of Compadres,  
2 voluntarily petitioned for Chapter 7 bankruptcy. *See*, U.S. Bankruptcy Court, District of Nevada  
3 Petition No.: 20-12626-mkn. On or about August 24, 2020, the Bankruptcy Court discharged any and  
4 all debts against Robert Legaspi. The Chapter 7 case was thereafter closed.

5 WNMIC appealed the Liability Judgment to the Supreme Court on November 6, 2020  
6 (“Liability Appeal”). *See*, Supreme Court Case No. 82087; Dkt. No. 20-41702 (the appeal was  
7 docketed with the Supreme Court on November 16, 2020). WNMIC appealed the Fee Judgment on  
8 February 10, 2021 (“Fee Appeal”). *See*, Supreme Court No. 82475; Dkt. 21-04448 (the appeal was  
9 docketed with the Supreme Court on February 16, 2021).

10 On February 26, 2021, the Liability Appeal was dismissed by the Supreme Court for a  
11 jurisdictional defect stating that Resh’s claims against Compadres and Robert Legaspi remain pending  
12 in the District Court such that the District Court’s Liability Judgment was not final and therefore not  
13 appealable. *See*, Supreme Court Case No. 82087, Dkt. No. 21-05690. Remittitur was issued on March  
14 24, 2021. *Id.* Dkt. No. 21-08374. The Fee Appeal remains pending before the Nevada Supreme Court.

15 On March 26, 2021, WNMIC filed with this court a Motion Requesting NRCP 54(b)  
16 Certification of the Liability Judgment and the Fee Judgment, thereby assuring both to be appealable  
17 under NRAP 3A(b)(1). Pursuant to NRCP 54(b), the District Court is authorized to grant NRCP 54(b)  
18 certification on orders or judgments that dispose of either an entire claim or all claims against one  
19 party:

20 **(b) Judgment on Multiple Claims or Involving Multiple Parties.** When an action  
21 presents more than one claim for relief — whether as a claim, counterclaim, crossclaim,  
22 or third-party claim — or when multiple parties are involved, the court may direct entry  
23 of a final judgment as to one or more, but fewer than all, claims or parties only if the  
24 court expressly determines that there is no just reason for delay. Otherwise, any order  
25 or other decision, however designated, that adjudicates fewer than all the claims or the  
rights and liabilities of fewer than all the parties does not end the action as to any of the  
claims or parties and may be revised at any time before the entry of a judgment  
adjudicating all the claims and all the parties’ rights and liabilities.

26 The Court can certify as final the Liability Judgment and the Fee Judgment as each one  
27 disposes of all Plaintiff’s claims against WNMIC. Therefore, the parties stipulate as follows:  
28

**IT IS HEREBY STIPULATED AND AGREED** that the Court make an express determination that there is no just reason for delay in certifying as final the Liability Judgment and the Fee Judgment pursuant to NRCP 54(b).

**IT IS HEREBY FURTHER STIPULATED AND AGREED** that Bond No. 60049 posted by WNMIC on February 25, 2021, remain in effect as the Supersedeas Bond throughout the appeal process pursuant to NRCP 62.

DATED this            day of April, 2021.

DATED this       day of April, 2021.

## THE FAUX LAW GROUP

SKLAR WILLIAMS PLLC

By: /s/ Jordan F. Faux

By: /s/ Frederic I. Berkley

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*Attorneys for Western National Mutual  
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## ORDER

Based upon the facts and claims in this lawsuit and the stipulation of WNMIC and Resh as set forth above, the Court expressly determines that there is no just reason for delay and directs entry by this Order that the Liability Judgment and Fee Judgment are final judgments pursuant to NRCP 54(b) as of the date of the entry of this Order.

IT IS SO ORDERED:

Dated this 14th day of April, 2021

Eric Johnson

AD9 294 8C2B 1CBC  
Eric Johnson  
District Court Judge

---

**From:** Frederic Berkley <[fberkley@sklar-law.com](mailto:fberkley@sklar-law.com)>  
**Sent:** Thursday, April 8, 2021 10:17 AM  
**To:** Jordan Faux  
**Cc:** Frederic Berkley  
**Subject:** Resh v. Money Machine

Dear Mr. Faux,

I have reviewed your proposed Stipulation and Order Certifying Judgments as Final Pursuant to NRCP 54(b). It is acceptable to me and you may affix my electronic signature. Please let me know when it has been delivered to Judge Johnson for his signature.

*Frederic I. Berkley, Esq.*  
*Sklar Williams PLLC*  
*410 South Rampart Boulevard*  
*Suite 350*  
*Las Vegas, NV 89145*  
*Phone: (702) 360-6000*  
*Fax: (702) 360-0000*  
[fberkley@sklar-law.com](mailto:fberkley@sklar-law.com)

This e-mail transmission, and any documents, files or previous e-mail messages attached to it may contain confidential information that is legally privileged. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of any of the information contained in or attached to this transmission is prohibited. If you have received this transmission in error, please immediately notify us by reply e-mail, by forwarding this to [fberkley@sklar-law.com](mailto:fberkley@sklar-law.com), or by telephone at (702) 360-6000, and destroy the original transmission and its attachments without reading or saving them in any manner. Thank you.

\*\*\*\*\*

Any tax advice contained in this e-mail was not intended to be used, and cannot be used, by you (or any other taxpayer) to avoid penalties under the Internal Revenue Code of 1986, as amended.

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 William Resh, Plaintiff(s)

CASE NO: A-18-775815-C

7 vs.

DEPT. NO. Department 20

8 Money Machine LLC,  
9 Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Stipulation and Order was served via the court's electronic eFile system  
14 to all recipients registered for e-Service on the above entitled case as listed below:

Service Date: 4/14/2021

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