

IN THE SUPREME COURT OF THE STATE OF NEVADA

OCWEN LOAN SERVICING, LLC, A
FOREIGN LIMITED LIABILITY
COMPANY,

Appellant,

vs.

CHERSUS HOLDINGS, LLC, A
DOMESTIC LIMITED LIABILITY
COMPANY; AND SOUTHERN
TERRACE HOMEOWNERS
ASSOCIATION, A DOMESTIC
NON-PROFIT CORPORATION,

Respondents.

Supreme Court Case No. 82680

District Case No.: AP96357
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APPELLANT'S APPENDIX - VOLUME XV

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DATED this 21st day of January, 2022.

WRIGHT, FINLAY & ZAK, LLP

/s/ Christina V. Miller

Christina V. Miller, Esq.

Nevada Bar No. 12448

7785 W. Sahara Ave., Suite 200

Las Vegas, NV 89117

Attorneys for Appellant/Plaintiff, Ocwen Loan Servicing, LLC

CERTIFICATE OF SERVICE

I certify that I electronically filed on the 21st day of January, 2022, the foregoing **APPELLANT'S APPENDIX - VOLUME XV** with the Clerk of the Court for the Nevada Supreme Court by using the CM/ECF system. I further certify that all parties of record to this appeal either are registered with the CM/ECF or have consented to electronic service.

[X] (By Electronic Service) Pursuant to CM/ECF System, registration as a CM/ECF user constitutes consent to electronic service through the Court's transmission facilities. The Court's CM/ECF systems sends an e-mail notification of the filing to the parties and counsel of record listed above who are registered with the Court's CM/ECF system.

Service via electronic notification will be sent to the following:

Michelle Adams	michellea@nelsonlawfirmnv.com
Legal Assistant	legalassistant@nelsonlawfirmnv.com
Master Calendering	mail@nelsonlawfirmnv.com
Vernon A. Nelson	vnelson@nelsonlawfirmnv.com
Ashlie Surur	ashlie@sururlaw.com

[X] (Nevada) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

/s/ Tonya Sessions

An Employee of WRIGHT, FINLAY & ZAK, LLP

EXHIBIT 2:
Authorization to Release Information

CONFIDENTIAL

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EXHIBIT 2 to PURCHASE and SALE AGREEMENT

AUTHORIZATION TO RELEASE INFORMATION

HOA: SOUTHERN TERRACE HOMEOWNERS ASSOCIATION

Collections Agency: Red Rock Financial Services

Community Manager: RMI Management

Pursuant to the Purchase and Sale Agreement between the parties (the "Agreement"):

United Legal Service, Inc. ("Agent") and First 100, LLC ("Buyer") hereby authorized to interact with the above-referenced Collections Agency and Community Manager to: (i) obtain the current amount of collections costs accrued, and (ii) to determine whether any payments are remitted by the homeowner prior to auction.

The above-referenced HOA hereby gives permission to the above-referenced Collections Agency and Community Manager to Buyer and Agent on all properties shown on Exhibits 1 or 3 to the Agreement.

Upon receipt of the payment of the collections costs accrued, the Collections Agency is hereby authorized and instructed to transfer the collections account to Agent.

SIGNED:

By:

[Signature]
Board Member

4/23/2013
Date

CONFIDENTIAL

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EXHIBIT 3:
Template for Sale of PPI from Select Future Delinquent Assessments

CONFIDENTIAL

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AA2918

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: SOUTHERN TERRACE HOMEOWNERS ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: _____

Street Address: _____

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: _____

SIGNED:

By: _____
Board Member

Date

CONFIDENTIAL

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EXHIBIT 5

EXHIBIT 5

FIRST 100

HEARING YOUR COMMUNITY BUILD A BETTER TOMORROW



**OFFER
FOR PURCHASE OF PROCEEDS OF RECEIVABLES**

This offer for the purchase of proceeds of receivables (the "Offer") is made the day of March 26, 2013 by: First 100, L.L.C., a Nevada Limited Liability Company, with its registered head office at 11920 Southern Highlands Pkwy, Suite 200, Las Vegas, NV, (the "Buyer") to: TUSCANO HOMEOWNERS' ASSOCIATION, a Nevada Homeowners Association, (the "Seller").

This Offer is irrevocable and valid until April 26, 2013.

Acceptance of this Offer may be made by the Seller in its sole discretion by countersigning and returning the accompanying purchase Agreement.

OBJECT OF THE PURCHASE - Proceeds of Receivables

The object of the purchase shall be the following proceeds of Seller's receivables under the Contract (hereinafter "Receivables"):

No.	Property Address	Total Assessment Due	Purchase Price	Collection Fees
1	7255 W. Sunset Rd., #2046	\$ 5,138.98	\$ 1,476.00	\$ 1,471.52
2	7255 W. Sunset Rd., #2141	\$ 5,817.00	\$ 1,476.00	\$ 2,105.48
3	7255 W. Sunset Rd., #1008	\$ 6,002.00	\$ 1,476.00	\$ 1,538.00
4	7255 W. Sunset Rd., #2017	\$ 6,804.00	\$ 1,179.00	\$ 1,780.00
5	7255 W. Sunset Rd., #2024	\$ 6,269.00	\$ 1,179.00	\$ 1,789.00
	Total	\$ 28,030.98	\$ 6,786.00	\$ 8,684.00

We look forward to this transaction being the beginning of our building a mutually beneficial relationship with your Association.

Very Truly Yours,

J. Chris Morgan

MAILING ADDRESS

10620 SOUTHERN HIGHLANDS PKWY, SUITE 110-465
O 702.812.2400 WWW.FIRST100.COM F 702.724.9781

0192
AA2921

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement"), executed on 2013 ("Effective Date") is made by and between buyer FIRST 100, LLC, a Nevada limited liability company ("Buyer"), seller TUSCANO HOMEOWNERS' ASSOCIATION, a Nevada non-profit corporation ("Seller"), and authorized agent UNITED LEGAL SERVICES INC., a Nevada corporation and law firm ("Agent"). Buyer, Seller, and Agent may be referred to hereinafter individually as a "Party" or collectively as the "Parties".

RECITALS

WHEREAS, Seller possesses delinquent homeowner's association assessments related to and arising from the monthly HOA fees for parcels of real property as described in Exhibit I attached hereto, including interest and late charges thereon (the "Current Delinquent Assessments"); and

WHEREAS, Seller reasonably anticipates that in the future other parcels of real property in its association will also become delinquent on monthly HOA assessments, including interest and late charges thereon (the "Future Delinquent Assessments") (collectively with the Current Delinquent Assessments hereinafter referred to as the "Delinquent Assessments"); and

WHEREAS, the Current Delinquent Assessments have previously been recognized as income by Seller, and the parties agree and understand that the Assets sold herein (as defined below) constitute proceeds and receivables relating to past income, and in no way constitute future income or assessments; and

WHEREAS, Seller anticipates that payments on and proceeds relating to the Delinquent Assessments will be received by, or otherwise, are payable to, the Seller (as assessment claimant and lienholder) in the future (i) whether paid in cash, check, money order, credit card, debit card, escrow, or otherwise, and (ii) whether paid pre-foreclosure, via a foreclosure sale conducted pursuant to NRS §116.3116 et. seq., through post-foreclosure lien satisfaction, or otherwise, and (iii) whether paid by the homeowner, unit owner, interested party, third party, or otherwise (the "Proceeds on Past Income" or "PPI"); and

WHEREAS, Seller desires to reduce its costs of carrying and collection of the Delinquent Assessments; and

WHEREAS, for the duration of the term of the Agreement, Seller desires to sell to Buyer select PPI arising from the Delinquent Assessments for an amount to be proposed by Buyer (and subject to acceptance by Seller) on the terms and conditions contained in this Agreement, and Buyer desires to purchase the same; and

WHEREAS, in fulfillment of this Agreement, and in recognition that Buyer is bearing the costs and risks associated with an unknown future PPI stream, Seller agrees to cease using its existing collection agency on the Select Delinquent Assessments (as defined below), and further agrees to not send to any of the Select Delinquent Assessments to any other collection agency; and

WHEREAS, to protect Buyer from third-party lawsuits against the Seller that may arise in the future, Seller hereby grants a security interest in the PPI sold pursuant to this Agreement and authorizes that Buyer and/or its designees may file a UCC-1 Financing Statement, as may be amended or renewed from time to time, identifying the PPI (as accounts receivable) as collateral; and

¹ Similarly, any Future Delinquent Assessments at that time in the future would have (by then) previously been recognized as income by the Seller prior to their PPI being subject to sale under this Agreement.

WHEREAS, some of the Select Current Delinquent Assessments are in various stages of late/default/foreclosure; and

WHEREAS, Seller agrees to hereinafter use Agent as its designated agent and hereby irrevocably appoints and authorizes Agent to act on Seller's behalf, as its agent, attorney, collections agency, and person conducting the sale (to the maximum extent possible as those terms are used in NRS §163.116 et seq.) only for those select Delinquent Assessments for which the PPI are sold pursuant to this Agreement, as proposed by Seller and as mutually agreed upon by Buyer (the "Select Delinquent Assessments"), and to prepare the various notices and conduct foreclosure sales on behalf of Seller for any parcels of any Select Delinquent Assessments that currently are, or may at any time be, in default or subject to foreclosure; and: (i) Agent agrees to assume the rights, duties and obligations of that role; and (ii) Buyer agrees to assume all costs and pay for the services provided by the Agent to Seller under this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties, and covenants of the Parties as provided below, the Parties, intending to be legally bound, do hereby agree as follows:

ARTICLE I. INCORPORATION

Section 1.01: Incorporation of Recitals. The recitals of this Agreement above are true and accurately reflect the intent of the Parties, and they are hereby incorporated into and made a part of this Agreement.

Section 1.02: Incorporation of Exhibits. The Exhibits attached to this Agreement, namely:

- EXHIBIT 1: Select Current Delinquent Assessments and Initial Payment Price.
- EXHIBIT 2: Authorization to Release Information.
- EXHIBIT 3: Template for Sale of PPI from Select Future Delinquent Assessments.

are hereby incorporated into and made a part of this Agreement.

ARTICLE II. SALE AND PURCHASE

Section 2.01: Assets Sold. Subject to the terms and conditions herein set forth, for the consideration of the Payment Price (as defined below) and the other consideration contained herein, and on the basis of the representations, warranties and agreements herein contained, Seller hereby sells and transfers to Buyer the following property (hereinafter the "Assets"):

- All of Seller's interest in any and all PPI arising from or relating to the Select Delinquent Assessments.

Section 2.02: Payment Price. The price paid by Buyer for the PPI arising from the Select Current Delinquent Assessments shall be the total price as proposed by the Buyer and as agreed to by the Seller (the "Initial Payment Price"). Similarly, the prices subsequently paid by Buyer for the occasional sale to Buyer of PPI arising from the Select Future Delinquent Assessments will be the price as then proposed by the Buyer and as agreed to by the Seller (the "Subsequent Payment Price").

ARTICLE III. DUTIES AND OBLIGATIONS OF BUYER, SELLER, AND AGENT

Section 3.01: Seller's Duties and Obligations (Pre-Sale). Prior to sale to Buyer of any PPI, Seller agrees (if it

has not already done so) to, and hereby does:

- (a) Authorize Agent to compose and mail a Notice of Delinquent Assessment ("Notice of Delinquent Assessment") to each parcel ("Parcel") associated with each Select Delinquent Assessment;
- (b) Authorize Agent to execute in its behalf, for each Parcel, a Notice of Lien, Notice of Default and Election to Sell, and Notice of Foreclosure Sale, each naming the Seller as licensor;
- (c) Authorize Agent to interact with the Seller's current collections agency to obtain the current amount of collections costs accrued for each Select Delinquent Assessment;
- (d) Authorizes Agent and Buyer to interact with the Seller's community manager and collections agency (and hereby instructs the community manager and collections agency to engage in such interaction) to subsequently identify the Select Future Delinquent Assessments, including Parcel identification and then current outstanding collections costs; and
- (e) Shall provide Buyer a copy of the applicable CC&Rs for the community, along with pay amendments thereto.

Section 3.02

Seller's Duties and Obligations (Post-Sale to Buyer). After sale of any PPI to Buyer, Seller hereby:

- (a) Authorizes and instructs the Seller's community manager and current collection agency that, for each Select Delinquent Assessment: (i) that the account is to be transferred to Agent, and (ii) the collections agency is no longer responsible for collections efforts on those Select Delinquent Assessments. Seller agrees to cease using any third party collections agent for any PPI sold to Buyer;
- (b) Instructs its community manager and collections agency to promptly remit to Buyer all PPI (whether received directly, by the community manager, or remitted to the prior collections agency, or otherwise) that may be paid to or received by Seller (wherein such proceeds are used to satisfy past due assessments first, followed by current assessments, followed by past due late fees and interest, unless otherwise directed by the remitter of such payment), with such remittance to Buyer to occur within one week;
- (c) Instructs its community manager and collections agency to promptly (within two business days) notify the Agent of any Parcel for which the homeowner has paid a Select Delinquent Assessment in full;
- (d) Instructs its community manager and prior collections agency to permit Agent at any time to confirm with community manager and prior collections agency that the relevant Select Delinquent Assessment has not been paid in full;
- (e) Agrees that Agent may collect payments and remit directly to Buyer and funds received in satisfaction of PPI, and hereby pre-authorizes Agent to endorse checks payable to Seller in order to facilitate this remittance;
- (f) Agrees that Buyer, at Buyer's sole option, may place back any Delinquent Assessment with Seller for any Parcel in which a bankruptcy has been filed prior to any foreclosure sale that identifies the Parcel as property of the bankruptcy estate, and if such place back occurs then Seller shall credit Buyer's account for the original purchase price paid by

Buyer to Seller (inclusive of any collections costs advanced by Buyer on behalf of Seller) for the FPI on that Parcel's delinquent assessment, with such credit to be applied towards the next Subsequent Payment Price and in no instance shall Seller be required to remit cash back to Buyer;

- (g) Agrees that Agent, as authorized agent for Seller, may interact directly with the community manager and former collections agency to obtain information on the Select Delinquent Assessments, the amounts due, and whether any payments were remitted prior to sale by the homeowner, and hereby authorizes and instructs the community manager and former collections agency to interact with Agent on these matters, and as further shown in Exhibit 2;
- (h) Irrevocably authorizes and instructs Agent to expeditiously move forward on behalf of the Seller with the foreclosure sale on each Parcel, pursuant to NRS §116;
- (i) Agrees that Agent may use sub-agents for auctions;
- (j) Agrees to forward and refer to Agent all homeowner calls/emails that Seller may receive regarding the Notice of Default or Notice of Foreclosure Sale, and hereby instructs its community manager to do the same;
- (k) Grants an irrevocable proxy to Buyer and Agent to act on the behalf of Seller with respect to any short-sale (or any other) offers made to pay off, or enter into a payment plan, on any Select Delinquent Assessment;
- (l) Places with the Agent a pre-set opening credit bid for Seller of ninety-nine dollars (\$99.00) for each Parcel ("Opening Bid") and authorizes the Agent to open the auction for any Parcel with the Opening Bid, and not to bid any higher;
- (m) Authorizes the Agent to prepare foreclosure deeds for all sales, reflecting the value as the higher of: (i) the total amount of the lien, or (ii) the sales price at auction;
- (n) That any deficiency between the total lien amount due at sale and the final winning bid amount at auction shall survive as an unsecured debt of the homeowner, and: (i) that all right, title, and interest in any such deficiency shall, upon sale at auction, be transferred to Buyer or its assigns; and (ii) that Buyer can, at its own cost, initiate collections actions on that unsecured debt, with any net proceeds thereof from such post-foreclosure collections actions to be property of Buyer; and (iii) Agent is hereby authorized to prepare and execute bills of sale to Buyer or its assigns for title to any such deficiency remaining after the application of proceeds of the sale pursuant to NRS §116.31164(3)(c); and
- (o) To provide reasonable audit rights to Buyer to ensure that remittances made to Seller which are due to Buyer (as referred to in subsection (b) above) are being paid promptly and accurately;
- (p) Hereby provides Board authorization that Buyer may rent the property to tenants, and, if the CC&Rs for the community prohibit renting to non-owner-occupants, this authorization shall act as a waiver to Buyer of that restriction.

Section 1.03 Buyer's Duties and Obligations. Buyer agrees:

- (a) To promptly pay the Initial Purchase Price to the Seller upon execution of this document by all Parties;

- (b) To promptly pay the Subsequent Purchase Price(s) upon each sale of the PPI for the Future Delinquent Assessments;
- (c) To cover all of Seller's obligations to its collections agency for collections work performed relating to the Assets sold hereunder, up to the statutory maximum, provided, however, that the collections agency agrees to extend to Buyer any indemnification its provided to Seller regarding: (i) the accuracy of the amounts owed for each Parcel, and (ii) the legal compliance of any recorded documents prepared by it;
- (d) To pay for all of the costs of Agent for services provided by Agent to Seller hereunder, and Agent agrees not to seek any payment whatsoever from Seller for fees or expenses of all services provided by Agent relating to this Agreement; and
- (e) To promptly pay for all of the costs of Agent in support of the Agent's obligation to promptly and diligently move forward with foreclosure sales.

Section 3.04 Agent's Duties and Obligations. Agent agrees:

- (a) To be paid solely by Buyer (under separate payment arrangement with Buyer) for all for fees or expenses incurred for all services provided by Agent to Seller relating to this Agreement, and not to seek any payment whatsoever from Seller;
- (b) To prepare and record any appropriate documents required by statute on any particular Parcel not heretofore recorded, including Notice of Lien, Notice of Default and Election to Sell, and Notice of Foreclosure Sale, and to mail/notice/serve all documents as may be required by statute, with such recordation costs to be borne by Buyer, and Seller hereby authorizes the Agent to do the same;
- (c) To handle inbound queries and process payments from homeowners relating to the PPI, including entering into payment plans with homeowners or authorizing sale postponements, in Agent's discretion, and Seller hereby authorizes the Agent to do the same;
- (d) To not perform any outbound-calling collections efforts on the PPI, other than (i) the implied and inherent collections efforts in the recordations, notices, and mailings of the documents identified in subsection (b) above, or (ii) returning inbound calls from homeowners;
- (e) To report to the Seller and Buyer of any Parcel for which the homeowner or other person in interest has, prior to foreclosure, entered into a payment plan or made full payment on a Select Delinquent Assessment;
- (f) In Agent's sole discretion, to appear on behalf of Seller in any bankruptcy proceeding of any homeowner to seek relief from the automatic stay or any other appropriate relief, at Buyer's cost, and Seller hereby authorizes the Agent to do the same;
- (g) To appropriately and responsibly act (as agent and attorney) on behalf of Seller (as principal and client) in carrying out its duties hereunder, including conducting foreclosure sales, the execution thereof (which may be carried out by sub-agents as designated by Agent, which Seller hereby authorizes;

- (h) To promptly and diligently move forward with foreclosure sales;
- (i) To apply foreclosure sale proceeds in accordance with NRS §116.311(4)(3)(c); however, because Seller's portion of said proceeds are PPI, Agent shall remit the Seller's portion directly to Buyer.

ARTICLE IV. REPRESENTATIONS AND WARRANTIES

Section 4.01 Prior to the sale of any PPI to Buyer, Seller warrants and represents that:

- (a) The dollar amount of delinquent assessment for each Select Delinquent Assessment (as communicated to Agent by Seller's community manager or collections agency) is accurate as of the date of sale to Buyer, except for sums which may be owed to the Association as current assessments; and
- (b) The PPI sold to Buyer originate only from Select Delinquent Assessments arising from overdue monthly HOA assessments (together with late charges and interest), and not compliance account fines or penalties arising from a homeowner's violation of the governing documents.

Section 4.02 After the sale of any Receivable to Buyer, Seller warrants and represents that:

- (a) Seller will promptly remit to Buyer all payments that may be paid directly to or received by Seller on the Select Delinquent Assessments;
- (b) Seller will not take any action to reduce or discourage incoming payments on the Select Delinquent Assessments, or to inhibit the process of receiving PPI;
- (c) Seller will not agree to (and hereby instructs Agent to similarly not agree to) any homeowner payment plan proposal regarding any Select Delinquent Assessment that (i) pays less than the full lien amount due as of the proposed date of sale, or (ii) requires more than 12 months to complete;
- (d) Seller will not take any action or inaction that would reduce the Select Delinquent Assessment obligations on any Parcel, other than through: (i) an actual payment received, or (ii) the foreclosure sale contemplated herein;
- (e) Seller will not permit any event to occur or otherwise fail to take any action which could have an adverse effect on the ability to accept PPI owed;
- (f) Seller will not pledge, hypothecate, encumber, collateralize, or otherwise suffer claims against any of the PPI relating to the Select Delinquent Assessments;
- (g) It will not discuss the confidential terms of this Agreement with any homeowner, tenant, or occupant of any Select Delinquent Assessment, and will refer any inquiring person or entity to Agent (not Buyer);
- (h) Seller will cease outside collections efforts on the Select Delinquent Assessments (but may continue to use outside third-party collections agents for compliance account fines and penalties); and
- (i) That for all foreclosure sales, Seller shall not send any person or agent to credit bid for or on behalf of the Seller on any Parcel in any amount in excess of the Opening Bid.

Section 4.03 Ownership. Seller represents and warrants that it is the sole legal owner of the Assets.

Section 4.04 No Third-Party Encumbrances or Rights to Acquire. Seller represents and warrants that there are no judgments, court order, contracts, liens, notes, hypothecations, options, or any other agreements or instruments whatsoever that either: (i) encumbers, collateralizes, pledges, liens, or otherwise grants the Assets as security; or (ii) allows any person or entity (including Seller) to acquire the Assets.

Section 4.05 Authorization. Seller, Buyer, and Agent represent that each is authorized to engage in the transaction described herein. The signatories to this Agreement personally represent that they are authorized signatories of the Parties. Seller has approved this Agreement by Board vote.

ARTICLE V. TERM, TERMINATION, AND DEFAULT

Section 5.01 Term. The Term of this Agreement ("Initial Term") shall be three (3) years from the Effective Date. At the end of the Initial Term, this Agreement shall automatically renew on a year-to-year basis (with each successive year a "Successive Term") unless either Buyer or Seller provides a written notice of non-renewal no earlier than 90 but no later than 45 days prior to the expiration of the Initial Term or any Successive Term (a "Non-Renewal Notice Period").

Section 5.02 Termination. This Agreement shall terminate upon one of the following conditions:

- (a) Delivery of a written notice of non-renewal by either Buyer or Seller during a Non-Renewal Notice Period; or
- (b) Upon an failure by either Buyer or Seller to timely cure an Event of Default, as described below, unless expressly waived by the Parties; or
- (c) By mutual agreement.

Section 5.03 Effect of Termination. In recognition of the subsequent and occasional sale of the PPI portfolio sold to Buyer, and of the potentially substantial sums paid up front to Seller by Buyer for each portfolio of PPI, termination of this Agreement shall be orderly. Upon termination:

- (a) Seller shall remain responsible for all remittances received by Seller relating to any and all PPI that were: (i) sold to Buyer and also (ii) paid in full by Buyer prior to the termination date ("Sold and Paid for PPI").
- (b) Agent shall remain responsible for foreclosing on all Select Delinquent Assessments relating to the Sold and Paid for PPI prior to the termination date, at Buyer's expense.
- (c) Seller shall have no further obligation to make subsequent PPI sales to Buyer.

Any PPI whose purchase price were not paid in full by Buyer prior to the termination date ("Sold But Not Paid For PPI") shall, upon termination of this Agreement, be automatically reversed back to Seller at no cost, with all rights to and interest in the Sold But Not Paid For PPI immediately vesting back in Seller.

Section 5.04 Default. The following events shall constitute a material breach of this contract and be considered an event of default hereunder ("Event of Default").

- (a) Failure of Buyer to pay the Initial Purchase Price to Seller within ten (10) business days of complete execution of this Agreement and identification of the Select Current Delinquent Assessments.
- (b) Failure of Buyer to pay any Subsequent Payment Price to Seller within ten (10) business days of the subsequent placement of PPI on the Select Future Delinquent Assessments.
- (c) Failure of any Party to perform their duties and obligations under Article III of this Agreement, without cure after five (5) days' written notice of default by another Party.
- (d) Material breach of any other term of this Agreement, without cure after fifteen (15) days' written notice of default by another Party.

ARTICLE VI. INDEMNIFICATION

Section 6.01: Indemnification by Buyer. With respect to any Assets sold to Buyer, Buyer will indemnify, defend (including provide counsel for), and hold harmless Seller and Agent in the event of any lawsuit, class action, regulatory proceeding, or administrative proceeding relating to: (i) pre-foreclosure challenges by homeowner; (ii) any post-foreclosure "wrongful foreclosure" suits; or (iii) the business model of Buyer, with three exceptions. Neither Buyer nor Agent shall be responsible for, nor indemnify Seller in any way whatsoever in, any lawsuits, class actions, regulatory proceedings, or administrative proceedings:

- (a) In the event that any of the documents, recordings, or mailings for which Seller or its community manager or any of its collections agents or other agents (other than Agent) prepared are alleged to be materially flawed or defective in any way (including lien amounts);
- (b) For any so-called "improper collections" actions heretofore filed against Seller prior to the execution of this Agreement, or filed or brought against Seller, Buyer, or the Agent after the execution of this Agreement, that relate in any way to collections activities of Seller's previous collections agents; or
- (c) Arising from any violation of any warranties of Seller made Article IV.

Buyer's indemnification of Seller and Agent is subordinated to any indemnification provided to Seller by its prior or current collections agencies or community manager(s). It is the intent of the parties that if any lawsuit or proceeding either (i) names the Seller's community manager or collections agency, or (ii) alleges flaws in the documents produced, recorded, and/or served by Seller's community manager or collections agency (including flawed calculations of lien amounts owed), then Seller's community manager or collections agency should be indemnifying Seller in such action.

ARTICLE VII. GENERAL PROVISIONS

Section 7.01: Confidentiality. Seller, Buyer and Agent agree to keep the terms of this Agreement confidential, with the exception of communications that may occur between the parties and Seller's community manager, collections agency, and their attorneys. In no event should the Agreement terms contained herein be communicated to any third party, including homeowners, tenants, or occupants of community properties relating to the Select Delinquent Assessments, provided,

however, that Seller is permitted to discuss and vote on this Agreement and any amendments thereto in public board meetings, as may be required.

Section 7.02: Notices. All notices must be in writing. A notice must be delivered to a Party at the following addresses:

If to Buyer: **FIRST 100, L.L.C.**
11920 Southern Highlands Pkwy, Suite 200
Las Vegas, NV 89141
Phone: (702) 823-6600

If to Seller: **TUSCANO HOMEOWNERS ASSOCIATION**
Attn: Kipp GREENS (P)
9255 W. Sunset Rd
L.V. NV 89113
Phone: 702-220-9742

If to Agent: **UNITED LEGAL SERVICES INC.**
8965 South Eastern Ave Suite 350
Las Vegas, NV 89123
Phone: (702) 614-0655
Fax: (702) 614-0647

or to a new address that a Party subsequently designates in writing. To be effective, a notice must be delivered in person, by U.S. mail, or by overnight carrier.

Section 7.03: Assignment and Succession. Buyer is permitted to freely assign or pledge its ownership interest in the Assets. This Agreement is binding on and enforceable by each Party's successors and assigns.

Section 7.04: Governing Law. This agreement will be governed by and construed in accordance with the laws of the state of Nevada. Venue shall be in Clark County, Nevada.

Section 7.05: Limitation of Liability. Subject to the indemnification provisions of Article VI, neither party will be liable to the other for losses or damages (including special or consequential damages such as lost profits or loss of use) arising from any cause of action related to this Agreement, whether in contract, tort, or otherwise.

Section 7.06: Severability. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable.

Section 7.07: Integration. The Parties actively negotiated the terms of this Agreement. This Agreement sets forth the entire agreement of the Parties. It replaces and supersedes any and all oral agreements or statements made between the Parties, as well as any prior writings. As of the date of execution of this Agreement, there are no side agreements or other agreements or contracts, oral or otherwise, between the parties relating to the subject matters discussed herein.

Section 7.08: Limited Scope of Attorney-Client Representation. By this contract, an attorney-client relationship is established between Agent and Seller; however, Agent is not the general counsel

for Seller and is the attorney-at-law of Seller only for the limited scope of services described herein and contemplated to be performed by Agent under this Agreement. Communications between Agent and Seller shall be privileged attorney-client communications.

Section 7.09 Waiver of Conflict of Interest. Seller and Buyer hereby waive any conflict of interest, actual or potential, that arises from either: (i) the Agent's position and payment arrangement described in this Agreement (e.g., Agent is an agent-attorney to Seller's principal-client, but Agent's costs and fees are paid for by Buyer); or (ii) that Agent and Buyer's outside counsel have shared staff, which Seller hereby acknowledges.

Section 7.10 Dispute Resolution. In the event of a failure to reasonably resolve any issues among any of the Parties (or their partners, assigns, or successors), the disputes of those parties will be referred to binding arbitration for resolution thereof, and each party waives any right to litigation in favor of such resolution through binding arbitration.

(a) Arbitration shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The arbitration shall be held in the City of Las Vegas and State of Nevada, and shall be conducted before a single arbitrator agreeable to the parties or, if no agreement can be reached, then as selected by the AAA. The arbitrator shall make findings of fact and law in writing in support of his decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing party as the arbitrator deems appropriate. The provisions hereof shall not preclude any party from seeking preliminary injunctive relief to protect or enforce its rights hereunder, or prohibit any court from making preliminary findings of fact in connection with granting or denying such preliminary injunctive relief after and in accordance with the decision of the arbitrator. No decision of the arbitrator shall be subject to judicial review or appeal; the parties waive any and all rights of judicial appeal or review of any decision of the arbitrator.

(b) Should any party initiate a civil proceeding against any other, notwithstanding the binding arbitration provision above, such party initiating civil litigation shall recognize that it has caused material damage and harm to the other by way of their breach of this agreement, and hereby agrees to an award, to each named defendant party, liquidated damages in the amount of any costs of defense incurred by the aggrieved party plus ten thousand dollars (\$10,000.00).

Section 7.11 Modification. This Agreement may be amended only by a writing signed by all Parties.

Section 7.12 Counterparts. This Agreement may be executed in a number of counterparts, each of which shall be deemed an original and all of which together shall constitute the same document.

Section 7.13 Delivery by Facsimile. Delivery by facsimile of an executed counterpart by any Party to any Party shall have the same force and effect as a delivery in person of that document.

* * * * *

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

BUYER: FIRST 100, LLC

By: _____
Bart Rengel, COO

Date

SELLER: TUSCANO HOMEOWNERS' ASSOCIATION

By: [Signature]
Board Member

03/27/13
Date

Project Name: IAN AKESON

AGENT: UNITED LEGAL SERVICES INC.

By: _____
Robert Atkinson, President

Date

EXHIBIT 4:
Select Current Delinquent Assessments and Initial Payment Price

CONFIDENTIAL

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AA2933

EXHIBIT I to PURCHASE and SALE AGREEMENT

No.	Property Address	Assessments Due	Purchase Price
1	7255 W. Sunset Rd., #2046	\$1,138.98	\$1,476.00
2	7255 W. Sunset Rd., #2141	\$5,817.00	\$1,476.00
3	7255 W. Sunset Rd., #1008	\$6,002.00	\$1,476.00
4	7255 W. Sunset Rd., #2017	\$6,894.00	\$1,179.00
5	7255 W. Sunset Rd., #2024	\$6,269.00	\$1,179.00
Total		\$28,030.98	\$6,786.00

INITIAL PAYMENT PRICE \$6,786.00

plus collection costs

ACCEPTED BY SELLER

By: [Signature]
Board Member

03/27/13
Date

EXHIBIT 2
Authorization to Release Information

CONFIDENTIAL

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AA2935

EXHIBIT 316 PURCHASE and SALE AGREEMENT

AUTHORIZATION TO RELEASE INFORMATION

HOA: TUSCANO HOMEOWNERS ASSOCIATION
Collections Agency: Red Rock Financial Services
Community Manager: _____

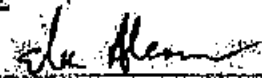
Pursuant to the Purchase and Sale Agreement between the parties (the "Agreement"),

United Legal Service, Inc. ("Agent") and First 100, LLC ("Buyer") hereby authorized to interact with the above-referenced Collections Agency and Community Manager to: (i) obtain the current amount of collections costs accrued, and (ii) to determine whether any payments are refunded by the homeowner prior to auction.

The above-referenced HOA hereby gives permission to the above-referenced Collections Agency and Community Manager to Buyer and Agent on all properties shown on Exhibits 1 or 3 to the Agreement.

Upon receipt of the payment of the collections costs accrued, the Collections Agency is hereby authorized and instructed to transfer the collections account to Agent.

SIGNED:

By: 
Board Member

03/27/13
Date

EXHIBIT 3:
Template for Sale of PPI from Select Future Delinquent Assessments

CONFIDENTIAL

Page 16 of 17

0208
AA2937

EXHIBIT 3.6a PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: _____

Street Address: _____

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: _____

SIGNED:

BY:

Board Member

Date

FIRST 100 PURCHASE AND SALE AGREEMENT
ADDENDUM

This Addendum to the First 100 Purchase and Sale Agreement ("Agreement"), dated as of _____, 2013, is made and entered into between the Tuscany Homeowners Association, a Nevada non-profit corporation ("Association") and First 100, LLC ("First 100"), collectively "the Parties") with regard to the following:

RECITALS

WHEREAS, the parties previously entered into an Agreement for the assignment and appointment of First 100 to act on the Association's behalf as its agent, attorney and person conducting the sale for delinquent assessment accounts and to prepare all the various notices and conduct foreclosure sales on behalf of the Association; and

WHEREAS, the parties agree to make certain modifications to the terms and conditions of the Agreement; and

NOW THEREFORE, in consideration of the promises and mutual covenants in said Agreement, the following terms and conditions are incorporated into and form a part of the Agreement between the Association and First 100:

1. Indemnity and Liability:

First 100 shall fully indemnify and hold harmless the Association, its directors, officers, agents and employees from and against all liability or loss, and against all claims or actions, suits, demands, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs) whether or not involving a third party claim, which are based on upon or arising out of or resulting from First 100's performance of the services in connection with this Agreement, and that any such claim, damage, loss, liability, fine, penalty or expense: (1) is attributable to any breach of any obligations, representations or warranties under the Agreement; (2) any breach of any covenant, provision or other obligation or duty of First 100 under this Agreement or under applicable law; (3) any breach caused in whole or in part by negligent or deliberate acts or omissions from First 100, First 100's employees, agents, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to a party or person described in this Section in addition to all rights and remedies available at law or in equity.

2. Rental Restriction:

First 100 agrees that it will not participate in the voluntary "section 8" voucher program under federal law and as such, First 100 shall not lease any units it acquires through foreclosure (the "Foreclosed Units") to any prospective tenants who receive

federal income assistance from such "Section 8" federal voucher program (the "Federal Income-Assisted Tenants"). First 100 shall indemnify, protect, defend and hold the Association harmless from and against any and all claim, damage or cause of action asserted against the Association arising out of or related to First 100's denial and/or refusal to lease the Foreclosed Units to any Federal Income-Assisted Tenants, including, without limitation, all costs, reasonable attorneys' fees, expenses and liabilities incurred by the Association in defending any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against the Association by reason of any such claim, First 100, at its sole cost and expense, shall defend the Association by providing counsel to the Association, which is reasonably satisfactory to the Association. First 100, as a material part of the consideration to the Association, hereby assumes all risks of denying and/or refusing to lease the Foreclosed Units to Federal Income-Assisted Tenants, and First 100 hereby waives all claims in respect thereof against the Association. The indemnification provisions set forth herein are intended to survive the expiration and/or termination of this Agreement.

3. Future Assessment Obligations.

First 100 agrees to pay all HOA assessments, at all times, from the date of acquisition from the foreclosure sale until the term of First 100's ownership has concluded. Association retains all rights and remedies afforded by Nevada Law to collect any and all assessments from First 100-owned units. First 100 agrees that any unpaid assessments, accrued after the foreclosure sale purchase by First 100, would be subject to the Association's normal collection policy.

Compliance with Laws. Each party agrees to conduct all activities under this Agreement and this Agreement Addendum in a manner that complies with all applicable federal, state and local laws.

Venue; Governing Law. The Addendum shall be construed, interpreted, applied and enforced under the laws of the State of Nevada. Should a dispute arise under this Addendum, Clark County, Nevada, shall be the proper place of venue.

Addendum Controlling. In the event there is a conflict between the terms and conditions of the Agreement or any Attachments, Exhibits or Addendums thereto and this Agreement Addendum, this First 100 Purchase and Sale Agreement Addendum shall control.

Tuscana Homeowners
Association

By: 

Name: IAN AKSENT

Title: PRESIDENT

Date: 03/27/13

First 100, LLC

By: _____

Name: _____

Title: _____

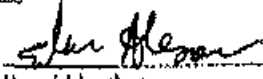
Date: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

BUYER: FIRST 100, LLC

By _____ Date _____
Bart Rangel, CEO

SELLER: FUSCANO HOMEOWNERS' ASSOCIATION

By  03/27/13
Board Member Date

Printed Name: IAN AXELSON

AGENT: UNITED LEGAL SERVICES INC.

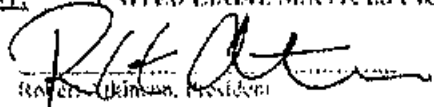
By  3/28/13
Robert Williams, President Date

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: _____

Street Address: 7255 West Sunset # 2140
L.O. / No. 89113

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: _____

SIGNATURE

By: 

Board Member

4/26/13
Date

FIRST 100

Helping your community build a better tomorrow



**OFFER
FOR PURCHASE OF PROCEEDS OF RECEIVABLES**

This offer for the purchase of proceeds of receivables (the "Offer") is made the 16th day of May, 2013 by: **First 100, LLC**, a Nevada Limited Liability Company, with its registered head office at 11920 Southern Highlands Pkwy, Suite 200, Las Vegas, NV, (the "Buyer") to: **TUSCANO HOMEOWNERS' ASSOCIATION**, a Nevada Homeowners Association, (the "Seller").

This Offer is irrevocable and valid until June 16, 2013.

Acceptance of this Offer may be made by the Seller in its sole discretion by countersigning and returning the accompanying purchase Agreement.

OBJECT OF THE PURCHASE: Proceeds of Receivables

The object of the purchase shall be the following proceeds of Seller's receivables under the Contract (hereinafter "Receivables"):

No.	Property Address	Total Assessment Due	Purchase Price	Collection Fees
1	7255 W. Sunset Rd., #1173	\$ 4,829.84	\$ 1,179.00	\$ 1,664.61
2	7255 W. Sunset Rd., #2018	\$ 4,446.00	\$ 1,179.00	\$ 1,694.00
3	7255 W. Sunset Rd., #2050	\$ 4,279.86	\$ 1,476.00	\$ 1,641.82
Total		\$ 13,555.70	\$ 3,834.00	\$ 5,000.43

We look forward to this transaction being the beginning of our building a mutually beneficial relationship with your Association.

Very Truly Yours,

Chris Wood
National Sales Director

MAILING ADDRESS

10620 Southern Highlands Pkwy, Suite 110-485
O 702.823.3800 www.first100llc.com F 702.724.9781

0214
AA2943

EXHIBIT A to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: _____

Street Address: _____

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC:

Sale Price: _____

SIGNED:

By: _____

Board Member

Date

May 21/13

FIRST 100

HELPING YOUR COMMUNITY BUILD A BETTER TOMORROW



**OFFER
FOR PURCHASE OF PROCEEDS OF RECEIVABLES**

This offer for the purchase of proceeds of receivables (the "Offer") is made the 28th day of June, 2013 by: First 100, LLC, a Nevada Limited Liability Company, with its registered head office at 11920 Southern Highlands Pkwy, Suite 200, Las Vegas, NV, (the "Buyer") to: TUSCANO HOMEOWNERS' ASSOCIATION, a Nevada Homeowners Association, (the "Seller").

This Offer is irrevocable and valid until July 28, 2013.

Acceptance of this Offer may be made by the Seller in its sole discretion by countersigning and returning the accompanying purchase Agreement.

OBJECT OF THE PURCHASE - Proceeds of Receivables

The object of the purchase shall be the following proceeds of Seller's receivables under the Contract (hereinafter "Receivables"):

No.	Property Address	Total Assessment Due	Purchase Price	Collection Fees
1	7255 W. Sunset #1049	\$ 1,663.00	\$ 1,476.00	\$ 1,653.90
2	7255 W. Sunset #1082	\$ 2,751.00	\$ 1,179.00	\$ 1,634.40
3	7255 W. Sunset #1088	\$ 5,565.74	\$ 1,476.00	\$ 1,652.70
4	7255 W. Sunset #1151	\$ 1,387.00	\$ 1,476.00	\$ 1,534.01
5	7255 W. Sunset #1169	\$ 2,096.00	\$ 1,179.00	\$ 2,093.31
6	7255 W. Sunset #2039	\$ 2,132.00	\$ 1,476.00	\$ 2,014.48
	Total	\$15,594.74	\$ 8,262.00	\$ 10,582.80

We look forward to this transaction being the beginning of our building a mutually beneficial relationship with your Association.

Very Truly Yours,

Chris Wood

National Sales Director

MAILING ADDRESS

10620 SOUTHERN HIGHLANDS PKWY, SUITE 110-488
 ☎ 702.724.3000 WWW.FIRST100LLC.COM F 702.724.8781

0216
AA2945

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: _____

Street Address: _____

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: _____

SIGNED:

By:

Board Member

President HOA

Date

7/1/13

FIRST 100

HELPING YOUR COMMUNITY BUILD A BETTER TOMORROW!

**OFFER
FOR PURCHASE OF PROCEEDS OF RECEIVABLES**

This offer for the purchase of proceeds of receivables (the "Offer") is made the 2nd day of July, 2013 by: First 100, L.L.C, a Nevada Limited Liability Company, with its registered head office at 11920 Southern Highlands Pkwy, Suite 200, Las Vegas, NV, (the "Buyer") to: TUSCANO HOMEOWNERS' ASSOCIATION, a Nevada Homeowners Association, (the "Seller").

This Offer is irrevocable and valid until August 2, 2013.

Acceptance of this Offer may be made by the Seller in its sole discretion by countersigning and returning the accompanying purchase Agreement.

OBJECT OF THE PURCHASE - Proceeds of Receivables

The object of the purchase shall be the following proceeds of Seller's receivables under the Contract (hereinafter "Receivables"):

No.	Property Address	Total Assessment Due	Purchase Price	Collection Fees
1	7255 W. Sunset #1032	\$ 1,469.00	\$ 1,469.00	\$ 1,553.69
	Total	\$ 1,469.00	\$ 1,469.00	\$ 1,553.69

We look forward to this transaction being the beginning of our building a mutually beneficial relationship with your Association.

Very Truly Yours,

Chris Wood

National Sales Director

MAILING ADDRESS

10620 SOUTHERN HIGHLANDS PKWY, SUITE 110-485
D 702.823.3600 FAX FIRST100LLC.COM F 702.724.9701

0218

AA2947

EXHIBIT 3 to PURCHASE and SALE AGREEMENT

HOA: TUSCANO HOMEOWNERS' ASSOCIATION

Pursuant to the Purchase and Sale of Select Current and Future Delinquent Assessment Receivables Agreement between the parties, the following property is added as a Select Delinquent Assessment:

APN: _____

Street Address: _____

The proceeds of the Receivables for the above Select Delinquent Assessment are hereby sold to First 100, LLC.

Sale Price: _____

SIGNED:

By: _____

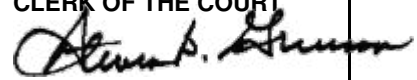
Board Member

7/3/13
Date

CONFIDENTIAL

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AA2948



RPLY

WRIGHT, FINLAY & ZAK, LLP

Dana Jonathon Nitz, Esq.

Nevada Bar No. 0050

Paterno C. Jurani, Esq.

Nevada Bar No. 8136

7785 W. Sahara Ave., Suite 200

Las Vegas, Nevada 89117

(702) 475-7964 Fax: (702) 946-1345

pjurani@wrightlegal.net

Attorneys for Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Plaintiff,

vs.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; FIRST 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, a Foreign Limited Liability
Company; UNITED LEGAL SERVICES, INC.,
a Domestic Corporation; DOES I through X;
and ROE CORPORATIONS XI through XX,
inclusive,

Defendants.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

vs.

OCWEN LOAN SERVICING, LLC, a Foreign
Limited Liability Company,

Case No.: A-14-696357-C

Dept. No.: IV

**OCWEN LOAN SERVICING, LLC'S
REPLY IN SUPPORT OF MOTION TO
ALTER OR AMEND JUDGMENT AND
FOR RECONSIDERATION PURSUANT
TO NRCP 59 AND 60**

Counter-Defendants.

COMES NOW Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC (hereinafter “Ocwen”), by and through its attorneys of record, Dana Jonathon Nitz, Esq. and Paterno C. Jurani, Esq., of the law firm of Wright, Finlay & Zak, LLP, and hereby submits its Reply in Support of Motion to Alter or Amend Judgment and for Reconsideration Pursuant to NRCP 59 and 60 (“Motion”).

This Reply is based upon EDCR 2.24, NRCP 60(b), NRCP 59(e), the attached Memorandum of Points and Authorities, the papers and pleadings on file herein, and on any oral or documentary evidence that may be submitted at a hearing on the matter.

DATED this 11th day of July, 2019.

WRIGHT, FINLAY & ZAK, LLP

/s/ Paterno C. Jurani, Esq.

Dana Jonathon Nitz, Esq.

Nevada Bar No. 0050

Paterno C. Jurani, Esq.

Nevada Bar No. 8136

7785 W. Sahara Ave., Suite 200

Las Vegas, Nevada 89117

*Attorneys for Plaintiff/Counter-Defendant, Ocwen
Loan Servicing, LLC*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

The Opposition filed by Chersus fails to refute the arguments presented by Ocwen in its Motion to Alter or Amend Judgment and for Reconsideration Pursuant to NRCP 59 and 60 (“Ocwen’s Motion”).¹ **First**, Ocwen’s Motion was timely filed on June 11, 2019, as the Notice of Entry of Order was not served until May 14, 2019, and NRCP provides the motion must be

¹ Capitalized terms have the meaning given to them in Ocwen’s Motion to Alter or Amend Judgment and for Reconsideration Pursuant to NRCP 59 and 60, filed on June 11, 2019 (“Ocwen’s Motion”).

1 filed “28 days after service of written notice of entry of judgment.” **Second**, Chersus fails to
2 refute Ocwen’s arguments that this Court should not have relied on *West Sunset*. *West Sunset*
3 was a case about the homeowners’ association’s standing to foreclose, thus, the Nevada
4 Supreme Court did not address the impact of the “factoring agreement’s” provisions on the sale
5 price. The PSA, the minimal opening bid of \$99, the HOA’s promise not to bid in excess of the
6 opening bid, and ULS’s practice of moving forward with the sale despite a lack of bidders,
7 intentionally suppressed the sale price such that the Property was sold for a grossly inadequate
8 price of only \$3,500, or 2.36% of its fair market value. These facts are at least slight evidence
9 of collusion and unfairness, such that, when coupled with the grossly inadequate price, support
10 a finding that the sale should be set aside as commercially unreasonable.

11 Therefore, this Court should grant Ocwen’s Motion for Reconsideration in its entirety
12 and withdraw the order granting Summary Judgment to Chersus and the HOA.

13 **II. LEGAL ARGUMENT**

14 **A. OCWEN’S MOTION WAS TIMELY AS THE NOTICE OF ENTRY OF ORDER** 15 **WAS NOT SERVED UNTIL MAY 14, 2019.**

16 Chersus argues that Ocwen’s Motion was untimely because, “it is undisputed that the
17 Notice of Entry of Judgment was served on Ocwen’s counsel on May 7, 2019,” relying only on
18 the proof of service attached to the Notice of Entry whereby Jennifer Martinez declares that
19 Ocwen was served by electronic service. Opp. at 6:14-17. Chersus argues that Ocwen did not
20 provide any evidence to support its claim that the Notice of Entry of Order was not served until
21 May 14, 2019. Opp. at 6:19. However, Ocwen is unable to show via the Court’s Odyssey
22 system to whom Chersus’s Notice of Entry of Order was served or on what day, because it can
23 only view that information related to its own documents filed or served. On the other hand,
24 Chersus could have provided a screenshot of Odyssey demonstrating proper service of the
25 Notice of Entry of Order. It did not. Indeed, the only evidence of its own claim provided by
26 Chersus was the proof of service, which was clearly drafted before actual service and provides
27 no real evidence that the Notice of Entry of Order was properly served on that date. Instead, as
28 shown by Exhibit 24, the Notice of Entry was electronically served on May 14, 2019, at 11:56
a.m.

1 On May 6, 2019, counsel for Ocwen received the Findings of Fact, Conclusions of Law
2 and Order (“Order”) in this matter.² Having received the Order, and anticipating the filing of a
3 motion for reconsideration, on May 13, 2019, counsel for Ocwen reviewed the docket for this
4 matter and discovered that a Notice of Entry of Order had been filed on May 7, 2019. *Id.* As a
5 result, counsel searched his email for service of the Notice of Entry of Order, but found none.
6 *Id.* Additionally, counsel requested that his firm’s support staff determine whether they had
7 been served with the Notice of Entry of Order. *Id.* No evidence of service was found. *Id.*

8 On May 14, 2019, counsel for Ocwen called Chersus’s counsel regarding the Notice of
9 Entry of Order and spoke to support staff, believed to be Jennifer Martinez. *Id.* Ms. Martinez
10 advised that she was having issues with her computer, and that she would look into the issue.
11 *Id.* Counsel immediately followed up with an email to Chersus’s counsel.³ Counsel received no
12 further response from Chersus’s counsel or support staff.⁴ Later that day, the Notice of Entry of
13 Order was served.⁵ Notably, the notice is stamped at the top, “ELECTRONICALLY SERVED
14 5/14/2019 11:56 AM,” while the prior Notice of Entry of Order contains no such date and time
15 stamp. *Id.*

16 As stated, as the purported server of the Notice of Entry of Order, Chersus could have
17 provided evidence of same beyond the proof of service attached to the Notice. It did not.
18 Ocwen also notes that in the same email chain wherein it inquired about the Notice of Entry of
19 Order, on May 2, 2019, Chersus’s counsel references the fact that his legal assistant did not send
20 opposing counsel copies of a letter sent to the Court.⁶ It certainly is not a stretch to conclude
21 that the Notice of Entry of Order was not served, or that the box for “File” was checked on
22 Odyssey, rather than “File and Serve.” Consequently, this Court should find that Ocwen’s
23 Motion was timely.

24
25 ² See Declaration of Paterno C. Jurani, Esq., attached hereto as **Exhibit 23**.

26 ³ See Email, Dated May 14, 2019, 8:15 AM, attached to Declaration of Paterno C. Jurani, Esq.,
attached hereto as **Exhibit 23**.

27 ⁴ See Declaration of Paterno C. Jurani, Esq., attached hereto as **Exhibit 23**.

28 ⁵ See Notice of Entry of Order, May 14, 2019, attached hereto as **Exhibit 24**.

⁶ See Email, Dated May 14, 2019, 8:15 AM, attached to Declaration of Paterno C. Jurani, Esq.,
attached hereto as **Exhibit 23**.

1 **B. THE HOA SALE SHOULD BE SET ASIDE BECAUSE THE PSA IS AT LEAST**
2 **SLIGHT EVIDENCE OF COLLUSION AND UNFAIRNESS, COUPLED WITH**
3 **A GROSSLY INADEQUATE PRICE.**

4 **1. Ocwen's Motion Meets the Requirements of NRCP 59 and NRCP 60.**

5 Chersus appears to argue that Ocwen has failed to meet the requirements of NRCP 59(e)
6 because it does not use the word “manifest” enough. Opp. at 7:6-11. However, it is readily
7 apparent from the Motion that Ocwen is asserting that the Court’s reliance on *West Sunset*
8 constitutes a manifest error of law. Ocwen’s Motion is littered with references that Ocwen
9 believes the Court’s reliance on *West Sunset* is unwarranted because: 1) *West Sunset* was a case
10 about the homeowners’ association’s standing to foreclose; 2) the *West Sunset* Court did not
11 address the impact of the “factoring agreement’s” provisions on the sale price; 3) the sale price
12 was commercially unreasonable, not because of the existence of a “factoring agreement,” but
13 because the sale price was intentionally suppressed. These references, and the Motion as a
14 whole, inform the Court that the basis for Ocwen’s Motion is that the Court’s reliance on *West*
15 *Sunset* constitutes a manifest error of law. That Ocwen did not use the word “manifest” enough
16 is immaterial.

17 The basis of Ocwen’s Motion is also apparent because it was bolded in the motion: “**the**
18 **motion is necessary to correct manifest errors of law or fact upon which the judgment is**
19 **based.**”⁷ Motion at 5:6-7 (emphasis in original). Although *Christopher Communities* is not
20 controlling, due to a lack of prior rulings on this issue, a ruling from the U.S. District Court of
21 Nevada is instructive as to the inapplicability of *West Sunset* to this case. The ruling, which
22 came out after the hearing on motions for summary judgment in this matter, provides insight as
23 to why this Court should not have relied on *West Sunset*.

24 Similarly, Ocwen points to another ruling from the U.S. District Court of Nevada which
25 came out after the hearing in the instant matter. In *Wells Fargo Bank, N.A. v. First 100, LLC, et*
26 *al.* (“*Wells Fargo*”), Case No. 3:17-cv-00062, the court issued an order granting summary
27 judgment in favor of Wells Fargo Bank, N.A.

28

⁷ See *Turner v. Burlington Northern Santa Fe R.R. Co.*, 338 F.3d 1058, 1063 (9th Cir. 2003).

1 judgment in favor of the bank on February 25, 2019.⁸ The court found that the “factoring
2 agreement” in that case supported a finding of evidence that the HOA Sale was unfair. *Id.* at
3 7:8-9. In the “factoring agreement” in that case, like here, the HOA agreed to set a minimum
4 opening bid of \$99, and then never bid higher. *Id.* at 7:11-12. The court found that, “[t]his is at
5 least slight evidence of collusion, which is unfairness that—coupled with the significantly low
6 sale price—justifies setting the HOA Sale aside. *See Shadow Canyon*, 405 P.3d at 648 n.11
7 (listing “collusion between the winning bidder and the entity selling the property” as an
8 example of unfairness meriting setting the sale aside).” *Id.* at 7:14-17. The court in *Wells*
9 *Fargo*, like the court in *Christopher Communities*, also noted that, “[*West Sunset*] does not
10 change the Court’s analysis because there, the Nevada Supreme Court did not address the
11 factoring agreement in the context of a lender seeking equitable relief to set aside a
12 homeowner’s association sale, using the factoring agreement as evidence of collusion. ... Thus,
13 in [*West Sunset*], the Nevada Supreme Court simply was not faced with the argument the Court
14 faces here.” *Id.* at 7:23-8:5. The court further noted that, “While there may be sound reasons
15 for the HOA to enter into the Factoring Agreement and the HOA may receive other benefits
16 unrelated to the assessments owed on the Property in return for First 100’s services, it seems
17 fundamentally unfair that the HOA agreed to limit the range of the bidding price at a foreclosure
18 sale that is statutorily authorized to protect the HOA’s superpriority portion of its lien to
19 essentially \$100 and effectively abolish all prior liens.” *Id.* at 7, fn. 3.

20 Ocwen submits that these ruling demonstrate why this Court should not have relied on
21 *West Sunset* in granting summary judgment in favor of Chersus. Thus, the instant motion is
22 necessary to correct *manifest* errors of law or fact upon which the judgment is based.

23 **2. The Intentional Suppression of the Sale Price through a Provision of the PSA is**
24 **at Least Slight Evidence of Collusion and Unfairness, Supporting a Finding of**
25 **Commercial Unreasonableness.**

26 Chersus acknowledges that the PSA in this case had a provision that prohibited the HOA
27 from bidding more than \$99.00 at the HOA Sale. Opp. at 9:2-3. Citing the deposition

28 ⁸ A copy of the February 25, 2019, Order in *Wells Fargo v. First 100*, Case No. 3:17-cv-00062,
is attached hereto as **Exhibit 25**, for the Court’s convenience.

1 testimony of Robert Atkinson, ULS's 30(b)(6) witness, Chersus argues that the HOA, in fact,
2 did not want to credit bid on the Property. Opp. at 8:26 – 9:8. However, the motivation of the
3 HOA is irrelevant. The relevant fact is that the sales price was intentionally suppressed. The
4 fact that the HOA *intended* for this to happen actually *supports* Ocwen's argument. As noted
5 by the court in *Wells Fargo*, while there may be sound reasons for the HOA to enter into the
6 PSA, it is fundamentally unfair that the HOA agreed to limit the range of the bidding price at a
7 foreclosure sale that is statutorily authorized to protect the HOA's superpriority portion of its
8 lien to essentially \$100 and effectively abolish all prior liens.⁹ The intentional suppression of
9 the price tremendously damages beneficiaries of first deeds of trust on these properties, such as
10 Ocwen and its predecessors. In this case, the Property sold for only 2.36% of the undisputed
11 fair market value. Further, the testimony of Mr. Atkinson is speculation as to the HOA's
12 intentions because Mr. Atkinson was testifying as 30(b)(6) witness on behalf of ULS, not the
13 HOA. The HOA's 30(b)(6) witness repeatedly expressed a lack of knowledge because he did
14 not become a member of the board until after the HOA Sale.¹⁰

15 Chersus also argues that the HOA Sale was well attended, there were multiple bids on
16 the Property, and there is no evidence that the HOA Bid Restriction Provision of the PSA made
17 the sale commercially unreasonable. Opp. at 9:12-17. However, as noted by the court in *Wells*
18 *Fargo*, the terms of the PSA as they relate to the HOA Sale support a finding of evidence that
19 the HOA Sale was unfair.¹¹ The provision wherein the HOA agreed to set a minimum opening
20 bid of \$99, and then never bid higher, **"is at least slight evidence of collusion, which is**
21 **unfairness that—coupled with the significantly low sale price—justifies setting the HOA**
22 **Sale aside.** See *Shadow Canyon*, 405 P.3d at 648 n.11 (listing "collusion between the winning
23
24

25 ⁹ See Order, *Wells Fargo v. First 100*, Case No. 3:17-cv-00062, February 25, 2019, attached
26 hereto as **Exhibit 25**, at 7, fn. 3.

27 ¹⁰ See Excerpts of Transcript of Deposition of HOA, at 12: 12-18, attached to Ocwen's MSJ as
Exhibit 7.

28 ¹¹ See Order, *Wells Fargo v. First 100*, Case No. 3:17-cv-00062, February 25, 2019, attached
hereto as **Exhibit 25**, at 7:8-17.

bidder and the entity selling the property” as an example of unfairness meriting setting the sale aside.” *Id.* (emphasis added).

Here, the existence of other bidders is irrelevant, as the sale price was still grossly inadequate. Since neither Chersus nor the HOA provided an expert appraisal of the value of the Property at the time of the sale, the undisputed fair market value of the Property was \$148,000, pursuant to the report of Ocwen’s expert witness, R. Scott Dugan.¹² As such, the sale price of \$3,500 represents a mere **2.36%** of the value of the Property. This grossly inadequate price, coupled with at least slight evidence of collusion and unfairness, justifies setting aside the HOA Sale. Consequently, this Court should not have relied on *West Sunset* in granting summary judgment in favor of Chersus and the HOA, and Ocwen’s Motion for Reconsideration should be granted in its entirety.

III. CONCLUSION

Chersus fails to refute the arguments presented by Ocwen in its Motion. Ocwen’s Motion was timely as the Notice of Entry of Order was not served until May 14, 2019. Further, this Court should not have relied on *West Sunset*, as it was a case about the homeowners’ association’s standing to foreclose. Thus, the Nevada Supreme Court did not address the impact of the “factoring agreement’s” provisions on the sale price. The provisions of PSA, the minimal opening bid of \$99, the HOA’s promise not to bid in excess of the opening bid, and ULS’s practice of moving forward with the sale despite a lack of bidders, intentionally suppressed the sale price such that the Property sold for only 2.36% of its undisputed value. These facts, and in

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¹² See Ocwen’s Initial Disclosure of Expert Witness, attached to Ocwen’s MSJ as **Exhibit 22**.

1 particular the PSA itself, are at least slight evidence of collusion and unfairness. Consequently,
2 when coupled with the grossly inadequate sales price, this Court should have set aside the HOA
3 Sale as commercially unreasonable.

4 For these reasons, this Court should grant Ocwen's Motion for Reconsideration in its
5 entirety, and once reconsidered, this court should withdraw the Summary Judgment in favor of
6 Chersus and the HOA and grant Summary Judgment in favor of Ocwen.

7 DATED this 11th day of July, 2019.

8 WRIGHT, FINLAY & ZAK, LLP

9 /s/ Paterno C. Jurani, Esq.

10 Dana Jonathon Nitz, Esq.

11 Nevada Bar No. 0050

12 Paterno C. Jurani, Esq.

13 Nevada Bar No. 8136

14 7785 W. Sahara Ave., Suite 200

15 Las Vegas, Nevada 89117

16 *Attorneys for Plaintiff/Counter-Defendant, Ocwen*
17 *Loan Servicing, LLC*
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 11th day of July, 2019, I did cause a true copy of **OCWEN LOAN SERVICING, LLC'S REPLY IN SUPPORT OF MOTION TO ALTER OR AMEND JUDGMENT AND FOR RECONSIDERATION PURSUANT TO NRCP 59 AND 60** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFCR 9, addressed as follows:

Vernon A. Nelson vnelson@nelsonlawfirm.lv.com
Robert E. Atkinson, Esq. Robert@nv-lawfirm.com
Alexandria Raleigh ARaleigh@lawhjc.com
Brody Wight bwight@kochscow.com
Kristin Schuler-Hintz denv@mccarthyholthus.com
Paralegal bknotices@nv-lawfirm.com
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Jennifer Martinez jmartinez@nelsonlawfirm.com
Ashlie Surur Asurur@lawhjc.com
David R. Koch dkoch@kochscow.com

/s/ Lisa Cox

An Employee of WRIGHT, FINLAY & ZAK, LLP

Exhibit 23

Exhibit 23

Exhibit 23

1 WRIGHT, FINLAY & ZAK, LLP

2 Dana Jonathon Nitz, Esq.

3 Nevada Bar No. 0050

4 Paterno C. Jurani, Esq.

5 Nevada Bar No. 8136

6 7785 W. Sahara Ave., Suite 200

7 Las Vegas, Nevada 89117

8 (702) 475-7964 Fax: (702) 946-1345

9 pjurani@wrightlegal.net

10 *Attorneys for Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC*

11
12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 OCWEN LOAN SERVICING, LLC, a foreign
15 Limited Liability Company,

16 Plaintiff,

17 vs.

18 CHERSUS HOLDINGS, LLC, a Domestic
19 Limited Liability Company; FIRST 100, LLC,
20 a Domestic Limited Liability Company;
21 SOUTHERN TERRACE HOMEOWNERS
22 ASSOCIATION, a Domestic Non-Profit
23 Corporation; RED ROCK FINANCIAL
24 SERVICES, LLC, a Foreign Limited Liability
25 Company; UNITED LEGAL SERVICES,
26 INC., a Domestic Corporation; DOES I
27 through X; and ROE CORPORATIONS XI
28 through XX, inclusive,

Defendants.

23 CHERSUS HOLDINGS, LLC, a Domestic
24 Limited Liability Company,

25 Counterclaimant,

26 vs.

27 OCWEN LOAN SERVICING, LLC, a Foreign
28 Limited Liability Company,

Case No.: A-14-696357-C

Dept. No.: IV

**DECLARATION OF PATERNO C.
JURANI, ESQ. IN SUPPORT OF
OCWEN LOAN SERVICING, LLC'S
REPLY IN SUPPORT OF MOTION TO
ALTER OR AMEND JUDGMENT AND
FOR RECONSIDERATION PURSUANT
TO N.R.C.P. 59 AND 60**

Counter-Defendants.

**DECLARATION OF PATERNO C. JURANI, ESQ.
IN SUPPORT OF OCWEN LOAN SERVICING, LLC'S REPLY IN SUPPORT OF
MOTION TO ALTER OR AMEND JUDGMENT AND FOR RECONSIDERATION
PURSUANT TO N.R.C.P. 59 AND 60**

I, Paterno C. Jurani, Esq., declare under penalty of perjury of the laws of the State of Nevada as follows:

1. I am a resident of Nevada. I am over eighteen years of age, of sound mind, and capable of making this declaration.
2. I am an attorney licensed to practice in the State of Nevada and an associate attorney with the law firm of Wright, Finlay & Zak, LLP, counsel of record for Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC (hereinafter "Ocwen"), in the above-identified matter. I am one of the attorneys responsible for the day-to-day handling of this case.
3. I have personal knowledge of all matters stated herein and would be able to competently testify to them.
4. I submit this declaration in support of Ocwen Loan Servicing, LLC's Reply in Support of Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P. 59 and 60.
5. On May 6, 2019, I received the Findings of Fact, Conclusions of Law and Order ("Order") in this matter.
6. On May 13, 2019, having received the Order, and anticipating the filing of a motion for reconsideration, I reviewed the docket for this matter and discovered that a Notice of Entry of Order had been filed on May 7, 2019.
7. As a result, I searched my email for service of the Notice of Entry of Order, but found none.

- 1 8. Additionally, I requested that the firm's support staff determine whether they had been
2 served with the Notice of Entry of Order. I was advised that no evidence of service was
3 found.
- 4 9. On May 14, 2019, I called counsel for Chersus Holdings, LLC ("Chersus"), Vernon
5 Nelson, Esq. regarding the Notice of Entry of Order and spoke to support staff, who I
6 believe to have been Jennifer Martinez.
- 7 10. Ms. Martinez advised that she was having issues with her computer, and that she would
8 look into the issue.
- 9 11. I immediately followed up with an email to Mr. Nelson. A true and correct copy of the
10 email is attached hereto as **Exhibit A**.
- 11 12. I received no further response from Mr. Nelson or his office.
- 12 13. Later that day, on May 14, 2019 at approximately 11:56 a.m., I received service of the
13 Notice of Entry of Order via email.
- 14 14. I declare under penalty of perjury under the laws of the State of Nevada that the
15 foregoing is true and correct to the best of my knowledge and belief.
- 16 Executed this 11¹³ day of July, 2019.


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19 _____
20 Paterno C. Jurani, Esq.
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Exhibit A

Exhibit A

Exhibit A

Paterno Jurani

From: Paterno Jurani
Sent: Tuesday, May 14, 2019 8:15 AM
To: 'Vernon Nelson'; Ashlie Surur
Cc: Alexandria Raleigh; Lisa Cox
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Hi Vernon,

I checked the docket and saw that the Notice of Entry was filed 5/7. Has this been served? I checked my emails and can't find it. Thanks.

Paterno C. Jurani, Esq.

Attorney
Licensed in Nevada and California



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**Wright, Finlay & Zak: Your Western
Regional Counsel for California, Nevada,
Arizona, Washington, Oregon, Utah and
New Mexico**



PLEASE BE ADVISED THAT THIS FIRM IS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED
FOR THAT PURPOSE.

Confidentiality Note: The information contained in this email is privileged and confidential and is intended only for the use of the individual or entity named. If the reader of this email is not the intended recipient, you are hereby notified that any distribution or copy of this email is strictly prohibited. If you have received this email in error, please notify the sender by telephone immediately at (949) 477-5052 and arrangements will be made for the return of this material. Thank You.

From: Vernon Nelson [mailto:vnelson@nelsonlawfirmnv.com]
Sent: Thursday, May 2, 2019 12:58 PM
To: Ashlie Surur; Paterno Jurani
Cc: Alexandria Raleigh
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL
Importance: High

Hi All- I just found out that our Legal Assistant did not send copies of the attached letter we sent to Judge Early. I apologize for the mistake.

Ashlie, I accepted all of your changes. I never received any comments from Dana or Paterno regarding your changes.

Paterno, I never heard from Dana about his the "Comments" he added to my original draft. His comments related to paragraphs 42, 126, and 156. I informed Judge Early of Dana's comments and our response to the comments and requested that make the decision on these 3 paragraphs.

I believed we had a "shared understanding" of this status and I am hopeful that the delay in getting the letter to you is not problematic.

If the delay is problematic let me know and I will work with you resolve any concerns you may have.

Kind regards,

Vernon

From: Ashlie Surur
Sent: Wednesday, May 1, 2019 1:32 PM
To: Vernon Nelson ; Paterno Jurani
Cc: Alexandria Raleigh
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Hi all,

Do we have a final version?

ASHLIE L. SURUR, ESQ.
D: 702.316.4111 ext 125
C: 702.909.0838
asurur@lawhjc.com

From: Ashlie Surur
Sent: Tuesday, April 16, 2019 2:18 PM
To: 'Vernon Nelson' <vnelson@nelsonlawfirmllv.com>; 'Paterno Jurani' <pjurani@wrightlegal.net>
Cc: Alexandria Raleigh <ARaleigh@lawhjc.com>
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

My revisions are attached in track changes. I used Dana's version so all the changes and comments are in one document.

ASHLIE L. SURUR, ESQ.
D: 702.316.4111 ext 125
C: 702.909.0838
asurur@lawhjc.com

From: Ashlie Surur
Sent: Tuesday, April 16, 2019 1:29 PM
To: 'Vernon Nelson' <vnelson@nelsonlawfirmllv.com>; Paterno Jurani <pjurani@wrightlegal.net>

Cc: Alexandria Raleigh <ARaleigh@lawhjc.com>
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Hi all,

I am reviewing the order now.

ASHLIE L. SURUR, ESQ.
D: 702.316.4111 ext 125
C: 702.909.0838
asurur@lawhjc.com

From: Vernon Nelson <vnelson@nelsonlawfirm.lv.com>
Sent: Sunday, April 14, 2019 5:40 AM
To: Ashlie Surur <ASurur@lawhjc.com>; Paterno Jurani <pjurani@wrightlegal.net>
Cc: Alexandria Raleigh <ARaleigh@lawhjc.com>
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL
Importance: High

Ashlie- Can we please get your comments by close of business on Monday?

Paterno- do you/Dana have any responses to my April 5th email?

My goal is to get a draft Order to the Court this week. If there are some issues we cannot resolve, I'm happy to explain the issues to the Court and allow the Court to decide.

Thanks

Vernon

From: Ashlie Surur <ASurur@lawhjc.com>
Sent: Tuesday, April 9, 2019 2:52 PM
To: Vernon Nelson <vnelson@nelsonlawfirm.lv.com>; Paterno Jurani <pjurani@wrightlegal.net>
Cc: Alexandria Raleigh <ARaleigh@lawhjc.com>
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Hi all,

I am reviewing this today. You will have my comments by tomorrow.

ASHLIE L. SURUR, ESQ.
D: 702.316.4111 ext 125
C: 702.909.0838
asurur@lawhjc.com

From: Vernon Nelson <vnelson@nelsonlawfirm.lv.com>
Sent: Friday, April 5, 2019 7:13 PM
To: Paterno Jurani <pjurani@wrightlegal.net>; Ashlie Surur <ASurur@lawhjc.com>
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Paterno- Separately, I disagree with Dana's comment that the Order should state who the notices were sent to. That is not consistent with our argument that the recitals establish that these requirements were met and it is not consistent with Judge Early's ruling.

Vernon

1. Thus, the Court finds Red Rock sent the Lien for Delinquent Assessment Notices and the Notice of Default and Election to Sell in accordance with NRS Chapter 116.

From: Vernon Nelson <vnelson@nelsonlawfirmllv.com>
Sent: Friday, April 5, 2019 7:09 PM
To: Paterno Jurani <pjurani@wrightlegal.net>; Ashlie Surur <ASurur@lawhjc.com>
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Hi Paterno-

Sorry for the delay. I have attached the transcript.

With respect to the issue about Trespass being raised at the MSJ, please refer to pp. 43-44 of the transcript. At lines 4-5 is where I repeated that the brief argued that the Conversion claim should have been labeled as Trespass and Conversion...however, there was a lot of back and forth and Judge Early and I were talking over each other. I had started talking about trespass, and she cut me off and started distinguishing conversion.

1. Trespass and Conversion.

2. In its REPLY TO OCWEN'S OPPOSITION TO CHERSUS HOLDINGS, LLC'S MOTION FOR SUMMARY JUDGMENT ("Reply Brief") filed on January 13, 2019, and at the MSJ Hearing, Defendant Chersus requested, without objection, that the Court consider the Cause of Action to apply to claims for Trespass and Conversion.

With respect to

Ocwen's counsel stated the payment of insurance premiums benefited the HOA because the HOA owned the Property

At pp. 54-55, the Judge is asking Dana to explain the unjust enrichment claim. On page 55 at lines 13-24 he explains how the HOA benefited and he includes the payment of insurance premiums.

From: Paterno Jurani <pjurani@wrightlegal.net>
Sent: Tuesday, March 26, 2019 1:50 PM
To: Vernon Nelson <vnelson@nelsonlawfirmllv.com>; Ashlie Surur <ASurur@lawhjc.com>
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Hi Vernon, Ashlie,

Attached is the order with Dana's changes and comments. There are a couple of paragraphs that reference his comments at the hearing. Could you please provide us with the transcript and identify where the comments were made. Alternatively, please identify the time stamp as we have video of the hearing. Thanks.

Paterno C. Jurani, Esq.

Attorney

Licensed in Nevada and California



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**Wright, Finlay & Zak: Your Western
Regional Counsel for California, Nevada,
Arizona, Washington, Oregon, Utah and
New Mexico**



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immediately at (949) 477-5052 and arrangements will be made
for the return of this material. Thank You.

From: Vernon Nelson [<mailto:vnelson@nelsonlawfirmnv.com>]

Sent: Tuesday, March 19, 2019 2:55 PM

To: Ashlie Surur; Paterno Jurani; Dana J. Nitz

Cc: Michelle Adams; Alexandria Raleigh; Jennifer Martinez

Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Hi All- Hope you are well. I apologize for the delay in getting this out. We had some turnover and Steve Burke, Coreene Drose, and Julie Hall are no longer with the firm. Jennifer Martinez is our new Legal Assistant. Pls cc Jennifer and Michelle on all communications.

I have attached a draft of proposed Findings of Fact and Conclusions of Law.

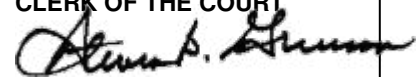
Please review and let me know if you have any comments/changes. If you do have changes, please use the track changes feature in Word. Please do not send a list of changes for our staff to type into the document. Unfortunately, we stretched a little to thin to do that work.

Kind regards,

Exhibit 24

Exhibit 24

Exhibit 24



NEOJ
VERNON A. NELSON, JR., ESQ.
Nevada Bar No.: 6434
THE LAW OFFICE OF VERNON NELSON
9480 S. Eastern Ave., Ste. 252
Las Vegas, NV 89123
Tel.: 702-476-2500
Fax.: 702-476-2788
E-mail: vnelson@nelsonlawfirmly.com
Attorney for Defendant Chersus Holdings, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Case No.: A-14-696357-C
Dept No.: IV

Plaintiff,

v.

NOTICE OF ENTRY OF ORDER

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; First 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, A Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive

Defendant.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Counter-Defendants.

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NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that on the 2nd day of May, 2019, a Findings of Fact, Conclusions of Law and Order was entered on the Court's docket. A copy of said Order is attached hereto.

DATED this 7th day of May, 2019

THE LAW OFFICE OF VERNON NELSON

By: /s/ Vernon A. Nelson
VERNON A. NELSON, JR., ESQ.
Nevada Bar No.: 6434
9480 S. Eastern Avenue, Suite 252
Las Vegas, NV 89123
Tel: 702-476-2500
Fax: 702-476-2788
E-Mail: vnelson@nelsonlawfirmnv.com
Attorney for Defendant Chersus Holdings, LLC

PROOF OF SERVICE
OCWEN LOAN SERVICING, LLC v. CHERSUS HOLDINGS, LLC
Case No.: A-14-696357-C

I, Jennifer Martinez, declare:

I am over the age of eighteen (18) years and not a party to the within entitled action. I am employed by The Law Office of Vernon Nelson, PLLC, 9480 S. Eastern Avenue, Suite 252, Las Vegas, Nevada 89123. I am readily familiar with The Law Office of Vernon Nelson, PLLC's practice for collection and processing of documents for delivery by way of the service indicated below.

On May 7, 2019, I served the following document(s):

NOTICE OF ENTRY OF ORDER

on the interested party(ies) in this action as follows:

"Robert E. Atkinson, Esq." .	robert@nv-lawfirm.com
Alexandria Raleigh .	ARaleigh@lawhjc.com
Brody Wight .	bwight@kochscow.com
Kristin Schuler-Hintz .	dcnv@mccarthyholthus.com
NVEfile .	nvefile@wrightlegal.net
Paralegal .	bknotices@nv-lawfirm.com
Staff .	aeshenbaugh@kochscow.com
Steven B. Scow .	sscow@kochscow.com
Thomas N. Beckom .	tbeckom@mccarthyholthus.com

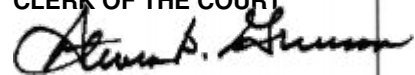
☒ **By Electronic Service.** Pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR I caused said documents(s) to be transmitted to the person(s) identified in the E-Service List for this captioned case in Odyssey E-File & Serve of the Eighth Judicial District Court, County of Clark, State of Nevada. A service transmission report reported service as complete and a copy of the service transmission report will be maintained with the document(s) in this office.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

/s/ Jennifer Martinez
An Employee of the Law Offices of Vernon Nelson

EXHIBIT 1

EXHIBIT 1



FFCO
VERNON A. NELSON, JR., ESQ.
Nevada Bar No.: 6434
THE LAW OFFICE OF VERNON NELSON
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Tel.: 702-476-2500
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Attorneys for Defendant Chersus Holdings, LLC

DISTRICT COURT

COUNTY OF CLARK, STATE OF NEVADA

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Case No.: A-14-696357-C
Dept No.: IV

Plaintiff,

v.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; First 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, A Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive

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

Defendant,

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Counter-Defendants.

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

2 Plaintiff/Counter-Defendant, Ocwen Loan Servicing LLC, ("Plaintiff" or "Ocwen"),
3 Defendant/Counter-Claimant, Chersus Holdings, LLC ("Chersus" or "Defendant Chersus"), and
4 Defendant Southern Terrace Homeowner's (hereinafter "the HOA") filed competing Motions for
5 Summary Judgment (the "Competing MSJ Motions"). The Court scheduled a hearing on January 22,
6 2019 to consider the Competing MSJ Motions, and the parties' respective oppositions to the
7 Competing MSJ Motions (the "MSJ Hearing"). Ocwen appeared through its counsel of record, Dana
8 Nitz, Esq. of the law firm of Wright, Finlay, & Zak, LLP. Defendant Chersus appeared through its
9 counsel of record, Vernon Nelson of the Law Offices of Vernon Nelson, PLLC. The HOA appeared
10 through its counsel of record, Ashlie Surur, Esq. of the law firm of Hall, Jaffe & Clayton, LLP.
11 Having duly considered all arguments and evidence presented by the parties including the arguments
12 made by counsel at the MSJ Hearing, and finding good cause therefore, the Court makes the
13 following Findings of Fact and Conclusions of Law:

14 **I. FINDINGS OF FACT**

15 **A. FACTUAL BACKGROUND**

16 ***1. Prior to Litigation***

17 **a. Harrison Loan Documents.**

18 1. On or about March 13, 2008, Joseph F. Harrison and Bonnie L. Harrison (hereinafter the
19 "Harrisons") purchased the property located at 5946 Lingerin Breeze St, Las Vegas, NV 89148
20 (APN 163-31-611-022) (hereinafter the "Property").

21 2. The Deed of Trust executed by the Harrisons (hereinafter the "Deed of Trust") identified
22 Direct Equity Mortgage, LLC as the Lender and Mortgage Electronic Registration Systems, Inc.
23 ("MERS") as beneficiary acting solely as a nominee for Lender and Lender's successors and assigns,
24 Nevada Title Company as Trustee, and secured a loan in the amount of \$234,739.00 (hereinafter the
25 "Harrison Loan").

26 3. On July 23, 2012, an Assignment of Deed of Trust was recorded, reflecting that MERS
27 assigned the Deed of Trust to GMAC Mortgage, LLC.
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b. HOA Lien Documents.

4. The Property is subject to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Southern Terrace (the "CC&Rs"), which were recorded on August 9, 2001.

5. On December 8, 2011, a Lien for Delinquent Assessments (the "HOA Lien") was recorded against the Property by Red Rock Financial Services ("Red Rock") on behalf of the HOA. The HOA Lien was recorded as Instrument Number 201112080002960. The HOA Lien provides that Red Rock was officially assigned as agent by the HOA, in accordance with NRS 116, as outlined in the HOA's CC&Rs, and that Red Rock notified Mr. and Mrs. Harrison that the HOA imposed the HOA Lien on the Property.

6. On February 2, 2012, a Notice of Default and Election to Sell Pursuant to the HOA Lien was recorded against the Property by Red Rock, on behalf of the HOA, as Instrument Number 201202020000465. The Notice of Default and Election to Sell shows Red Rock notified Mr. and Mrs. Harrison that it had recorded a Notice that made it known that their obligation under the CC&Rs had been breached; and therefore, the HOA was declaring any and all amounts secured, due and payable, and electing the Property to be sold to satisfy the HOA Lien.

7. On May 2, 2013, a Notice of Foreclosure Sale was recorded against the Property by a new Trustee, United Legal Services, Inc. ("ULS"), as Instrument Number 01305020000105. The Notice of Foreclosure Sale shows that Mr. and Mrs. Harrison were notified and warned: (a) the sale of their property was imminent; (b) they had to pay the specified amount or risk losing their home; (c) if they continued to be in Default under the HOA Lien their home could be sold at auction, and (d) the auction was scheduled to be held on May 25, 2013 at 9:00AM at 8965 S. Eastern Ave, Suite 350, Las Vegas, NV 89123.

8. On or around May 28, 2013, a Foreclosure Deed upon Sale (the "First 100 Foreclosure Deed") was executed conveying Property to First 100, LLC ("First 100") pursuant to a sale (the "HOA Foreclosure" or the "HOA Sale") held under NRS Chapter 116 foreclosing on the HOA Lien. First 100 subsequently recorded the First 100 Foreclosure Deed on May 29, 2013 as Instrument number 201305290002514.

1 9. The first page of the First 100 Foreclosure Deed includes the following recitals:

2 *This conveyance is made pursuant to the powers conferred upon Agent by NRS*
3 *Chapter 116, the foreclosing Association's governing documents (CC&R's), and the*
4 *notice of the Lien for Delinquent Assessments, recorded on December 8, 2011 as*
5 *instrument 201112080002960 in the Official Records of the Recorder of Clark County,*
6 *Nevada. Default occurred as set forth in the Notice of Default and Election to Sell,*
7 *recorded on February 2, 2012 as instrument 201202020000465 in the Official Records*
8 *of the Recorder of Clark County, Nevada. All requirements of law have been complied*
9 *with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of*
10 *the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing,*
11 *posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with*
12 *the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164,*
13 *sold the property at public auction on May 25, 2013.*

14 **c. Subsequent Transfers of the Property.**

15 10. On August 24, 2012, a Substitution of Trustee was recorded, reflecting that Cooper
16 Castle Law Firm ("Cooper Castle") was substituted as Trustee under the Deed of Trust.

17 11. On March 6, 2013, a Notice of Breach and Default and of Election to Cause Sale of Real
18 Property Under Deed of Trust was recorded by Cooper Castle.

19 12. On October 23, 2013, First 100 sold the Subject Property to Defendant Chersus which
20 recorded its deed on January 13, 2014 as instrument number 201401130001734.

21 13. On or around December 20, 2013, GMAC Mortgage, LLC purported to foreclose on the
22 Property pursuant to its Deed of Trust. Plaintiff purportedly purchased the Property at the resulting
23 foreclosure sale (the "Deed of Trust Foreclosure" or the "Trustee Sale").

24 14. Plaintiff recorded its Trustee's Deed Upon Sale on January 7, 2014 (the "Ocwen Deed")
25 as instrument Number 201401070000775.

26 **2. The Litigation**

27 **a. Litigation Related to Ocwen's Initial Complaint**

28 15. Ocwen filed its initial Complaint commencing this action on February 19, 2014. Chersus
was the sole Defendant in the Complaint. In its Complaint, Ocwen alleged it is the owner of the
Property. Ocwen alleged it obtained its ownership interest in the Property via the Deed of Trust
Foreclosure. Ocwen alleged that any interest First 100 may have obtained in the Property was
subject to the Deed of Trust and that the Deed of Trust Foreclosure extinguished First 100's interest

1 in the Property; and any interest Chersus may have acquired in the Property. Ocwen asserted claims
2 for quiet title, and declaratory relief.

3 16. Chersus filed its Answer and Counterclaim on March 28, 2014. Chersus denied the
4 material allegations in the Complaint. In its Counterclaim, Chersus alleged that on November 13,
5 2014, First 100 put GMAC and Ocwen on actual notice that the HOA Lien had been foreclosed upon
6 and the Deed of Trust had been extinguished. Chersus alleged Ocwen was on constructive and actual
7 notice of the HOA Foreclosure. Yet, despite such notice Plaintiff wrongfully proceeded to acquire
8 the Property vial the Deed of Trust Foreclosure. Chersus asserted claims for wrongful foreclosure,
9 quiet title, declaratory relief, and conversion.

10 17. Plaintiff filed a Motion for Summary Judgment in April 2014. Defendant filed its
11 Opposition and a Countermotion for Summary Judgment (the "First MSJ Motions").

12 **b. The SFR Decision.**

13 18. During the pendency of the First MSJ Motions, the NV Supreme Court decided *SFR*
14 *Investments Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev. 742, 334 P.3d 408 (2014) (the "SFR
15 Decision").

16 **c. Plaintiff Files Amended Complaint.**

17 19. Due to the SFR Decision, Plaintiff moved for leave to amend its complaint.

18 20. The Court granted Plaintiff's motion and it First Amended Complaint on June 24, 2016.
19 In its First Amended Complaint, Plaintiff restated its allegations against First 100; and it added
20 several defendants including, the HOA, Red Rock Financial Services LLC, ("Red Rock") and United
21 Legal Services, Inc. ("United").

22 **d. Allegations Included In First Amended Complaint Against Chersus**

23 ***(1) The Deed of Trust Priority Allegations.***

24 21. Plaintiff alleged: (a) any interest First 100 may have obtained in the Property was subject
25 to the Deed of Trust; (b) the Deed of Trust Foreclosure extinguished any interest that First 100 or
26 Chersus had in the Property; and (c) the HOA sale was invalid if it extinguished the Deed of Trust
27 (the "Deed of Trust Priority Allegations").
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(2) The Defective Notice Allegations

22. Plaintiff also alleged: (a) an HOA sale conducted pursuant to chapter NRS 116 must comply with NRS 116.31162 through NRS 116.31168; (b) a lender/holder of a beneficial interest in a senior deed of trust has a right to cure a delinquent HOA Lien to protect its interest; (c) Red Rock and ULS did not comply with all mailing and noticing requirements of NRS 116.31162-NRS 116.31168; (d) a recorded notice of default must describe the deficiency in payment; (e) the HOA Sale occurred without adequate notice to Plaintiff; (f) the HOA Sale occurred without notice to Plaintiff as to what portion of the HOA Lien, if any, that HOA and HOA trustee claimed constituted a superpriority lien; (g) the HOA Sale occurred without notice to Plaintiff whether the HOA was foreclosing on the superpriority portion of the lien, if any, or under the "non-superpriority" portion of the HOA Lien; (h) the HOA Sale occurred without notice to Plaintiff of the right to cure the delinquent assessment and the superpriority lien, if any; (i) the HOA sale was an invalid sale and cannot extinguish Plaintiff's secured interest because of the defective notices; (j) the HOA foreclosure notices included improper fees and costs in the amount required to cure, thus invalidating the HOA Lien (the "Defective Notice Allegations").

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(3) The Statutory Allegations

23. Plaintiff also alleged: (a) per NRS Chapter 116, a lien under NRS 116.3116 (1) can only include costs and fees that are specifically enumerated in the statute; (b) a HOA may only collect as part of the superpriority lien nuisance abatement charges and nine months of common assessments (unless Fannie Mae and Freddie Mac regulations require a shorter period of not less than six months); (c) the attorney's fees and costs of collecting an HOA Lien cannot be included in the lien or superpriority lien; (d) upon information and belief the HOA Lien is unlawful and void under NRS 116.3102 et seq. (the "Statutory Allegations").

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(4) The Constitutional Allegations

24. Plaintiff alleged that the HOA Sale and NRS Chapter 116 were unconstitutional (the "Constitutional Allegations").

1 ***(5) The CC&R Allegations***

2 25. Plaintiff alleged: (a) the CC&Rs for the HOA provided the HOA Lien was subordinate to
3 the Plaintiff's Deed of Trust; (b) the CC&Rs had a mortgagee protection clause; (c) due to the
4 mortgagee protection clause, and the lack of notice, Plaintiff did not know it had to attend the HOA
5 Sale to protect its Deed of Trust (the "CC&R Allegations").

6 ***(6) The Commercially Unreasonable Allegations***

7 26. Plaintiff alleged the HOA Sale was required to be performed in a commercially
8 reasonable manner and Defendants failed to do so. Thus, the HOA sale was invalid. Plaintiff alleged
9 the HOA Sale was not commercially reasonable because: (a) the fair market value of the Property, at
10 the time of the sale, greatly exceeded the purchase price; and (b) notice of the correct superpriority
11 amount was not provided. Plaintiff also referenced the mortgagee protection clause and alleged that
12 potential bidders were aware of the mortgagee protection clause.

13 27. Based on this alleged knowledge of potential bidders, Plaintiff alleged on the sale was
14 commercially unreasonable because: (a) proper notice that the HOA intended to foreclose on the
15 superpriority portion of the dues owing was not given; causing prospective bidders to not appear for
16 the HOA Sale; (b) proper notice was not given prospective bidders did not appear for the sale; (c)
17 Defendants knew Plaintiff would rely on the mortgagee protection clause and Plaintiff would not
18 know the HOA was foreclosing on superpriority amounts, due to the lack of notice, which resulted in
19 Plaintiff being absent; thereby allowing First 100 to acquire the property for a fraction of market
20 value. (d) Defendants knew (I) prospective bidders would be less likely to attend the HOA Sale due
21 to the mortgagee protection clause, (II) there would be an absence of prospective bidders. Plaintiff
22 made various allegations that the HOA Sale and NRS Chapter 116 were unconstitutional (the
23 "Commercially Unreasonable Allegations").

24 ***(7) The HOA's Duties Allegations***

25 28. Plaintiff alleged the circumstances of the HOA sale breached the HOA's and HOA's
26 trustee's obligations of good faith under NRS 116.1113 and their duty to act in a commercially
27 reasonable manner (the "HOA's Duties Allegations").

28 ***(8) The BFP Allegations***

1 29. Plaintiff alleged: (a) First 100 and Chersus are "professional foreclosure sale purchasers;"
2 (b) First 100 and Chersus had actual, constructive or inquiry notice of Plaintiff's Deed of Trust; and
3 (c) because of their "notice" of the Deed of Trust, and their status as "professional foreclosure sale
4 purchasers," First 100 or Chersus cannot be deemed bona fide purchasers for value (the "BFP
5 Allegations").

6 ***(9) Plaintiff's Damages Allegations***

7 30. Plaintiff alleged that if its Deed of Trust was not reaffirmed or restored, it was entitled to
8 damages from the HOA in the amount of the fair market value of the Property, or the unpaid balance
9 of due under Deed of Trust and underlying note, at the time of the HOA Sale, whichever is greater
10 ("Plaintiff's Damages Allegations").

11 31. Based on the allegations above, Plaintiff asserted claims for (a) Quiet Title and
12 Declaratory relief; (b) Preliminary and permanent injunctions; (c) Wrongful foreclosure against the
13 HOA, Red Rock, and ULS; (d) Negligence versus the HOA, Red Rock and ULS; (e) Negligence per
14 se versus the HOA, Red Rock, and ULS; (f) Breach of contract versus the HOA, Red Rock and ULS;
15 (g) Misrepresentation versus the HOA; (h) Unjust enrichment versus the HOA; (i) Tortious
16 interference with contract.

17 **e. Chersus's Counterclaims**

18 32. On July 29, 2016, Chersus filed its Answer to the First Amended Complaint and asserted
19 a Counterclaim against Plaintiff. Chersus denied the material allegations of the First Amended
20 Complaint and it asserted Counterclaims against Ocwen as follows.

21 ***(1) The Chersus Title Allegations***

22 33. Chersus alleged: (a) the First 100 Foreclosure Deed conveyed the Property to First 100;
23 (b) the HOA Sale was held per NRS Chapter 116 and the HOA Sale foreclosed the HOA Lien; (c) on
24 October 23, 2013, First 100, LLC sold the Property to Defendant Chersus and recorded the Chersus
25 Deed on January 13, 2014 (the "Chersus Title Allegations").

26 ***(2) The Ocwen Foreclosure Allegations***

27 34. Chersus alleged: (a) on November 13, 2014, First 100 put Plaintiff and its agents on
28 actual notice that the HOA Lien had been foreclosed on and the Deed of Trust was extinguished; (b)

1 despite being its notice of the HOA Sale, Ocwen proceeded to try to acquire the Property at the
2 Trustee's Sale in December 2014; and (c) it recorded the Ocwen Deed on January 7, 2014 (the
3 "Ocwen Foreclosure Allegations").

4 35. Based on these allegations, Chersus asserted claims for (1) Wrongful foreclosure; (2)
5 Quiet title; (3) Declaratory relief; and (4) Conversion.

6 **f. Causes of Action in the First Amended Complaint Against the HOA.**

7 36. Plaintiff asserted the allegations set forth above supported causes of action against the
8 HOA for Injunctive Relief, Wrongful Foreclosure, Negligence, Negligence Per Se, Breach of
9 Contract, Misrepresentation, Unjust Enrichment, and Tortious Interference.

10 **g. Ocwen's Second Amended Complaint and Dismissal of ULS & Red Rock.**

11 37. Red Rock filed a Motion to Dismiss the First Amended Complaint. In response, Ocwen
12 filed its Second Amended Complaint on January 23, 2018.

13 38. As to Chersus and the HOA, the allegations and Causes of Action asserted in Ocwen's
14 Second Amended Complaint are essentially the same as those asserted in First Amended Complaint,
15 except for the deletion of certain "Constitutional Claims."

16 39. Chersus answered the Second Amended Complaint on March 19, 2018, and denied all the
17 material allegations of the Second Amended Complaint. It reasserted its Counterclaims and added
18 Causes of Actions for Unjust Enrichment and Slander of Title.

19 40. The HOA filed its Answer on April 5, 2018. The HOA denied all the material allegations
20 of the Second Amended Complaint.

21 41. On April 10, 2018 a Notice of Stipulation and Order was entered dismissing ULS without
22 prejudice.

23 **h. Material Facts Revealed During Discovery**

24 *(1) Deposition Testimony of Red Rock's NRCP 30(b)(6) witness, Sara Trevino*

25 42. Red Rock's 30(b)(6) witness, Sara Trevino testified about the notices Red Rock mailed
26 in this case and her testimony: (1) authenticated mailing affidavits signed by Red Rock employees
27 that state how many notices were signed and how many were mailed; (2) identified which notices are
28 sent by certified mail and first-class mail, which notices are sent by first-class mail only, (3) when

1 specific notices are sent; (4) how skip-traces and title reports are used to identify addresses for the
2 homeowners and others holding vested interests in the Property, (5) how Red Rock maintains "return
3 receipts" it receives from certified mail; (6) how Red Rock maintains checklists for each type of
4 notice that its employees are to follow when mailing notices and how this information is included in
5 the employees' mailing affidavits; (7) how Red Rock uses a third-party vendor Walz to mail many of
6 the notices; (8) how she knows that Walz maintains records proving it sent notices and (9) how she
7 is able to access Walz's system and obtain proof that notices were mailed. Thus, the Court finds Red
8 Rock sent the Lien for Delinquent Assessment Notices and the Notice of Default and Election to Sell
9 in accordance with NRS Chapter 116.

10 43. Ms. Trevino testified: (a) about payoff demands made by Cooper Castle on behalf of
11 GMAC Mortgage, LLC, (b) that Red Rock provided Cooper Castle with an Accounting Ledger in
12 response to its payoff demands; (c) Cooper Castle could have calculated the amount of the
13 superpriority lien by using the Accounting Ledger; (d) Red Rock did not receive any
14 communications from Cooper Castle after it sent them the Accounting Ledger; and (e) Red Rock
15 never received payment of the HOA Lien or a partial payment of the HOA Lien.

16 44. Based on Ms. Trevino's testimony, the Court finds GMAC Mortgage, LLC and Ocwen
17 had notice of the HOA Sale, they were provided with an Accounting Ledger, they could have
18 calculated the amount of the superpriority lien. Thus, GMAC and Ocwen could have calculated and
19 paid the superpriority lien, the full HOA Lien, or any amount in between those two amounts.
20 However, neither GMAC nor Ocwen paid any portion of the HOA Lien.

21 *(2) Deposition Testimony of ULS's NRCP 30(b)(6) witness, Robert Atkinson*

22 45. ULS's NRCP 30(b)(6) witness, Robert Atkinson, testified about the notices ULS mailed
23 out in this case and he: (a) authenticated the Notice of Foreclosure sale sent in this case and he
24 explained how it was mailed; (b) described how ULS conducts its own thorough investigation of the
25 "land records;" including the Assessor's Records to make sure they have the best addresses for the
26 property-owners and other parties holding vested interests in the Property; (c) authenticated the
27 "bulk form certificate of mail," known as Postal Service Form 3877; which evidences the notices
28 were delivered to the post-office and handed to a post-office clerk; (d) explains how ULS completed

1 the form by filling in the addresses for the Notices and by putting slashes on any unused lines; (e)
2 explains how the Post-Office Clerk goes and confirms and matches each address to each address on
3 the bulk form; (f) explains how once everything passes, the Post-Office Clerk verifies the mailing
4 with a stamp and gives the original back to ULS. The bulk form shows the Notices of Foreclosure
5 Sale were sent to GMAC Mortgage, LLC and Cooper Castle Law Firm, LLP. Based on this
6 testimony the Court finds ULS sent the Notices of Foreclosure in compliance with NRS 116.31162
7 through 116.31168.

8 46. ULS did not receive any payments prior to the HOA Sale.

9 47. The HOA Sale occurred on a Saturday at Attorney Robert Atkinson's office.

10 48. Mr. Atkinson testified that he conducted HOA sales on Saturday mornings because his
11 office did not have a conference room with closed doors and he did not want "a bunch of randoms"
12 wandering around his law office. He also testified: (a) he conducted the auction; (b) he recalled the
13 auction was well attended; (c) it was reasonable to infer that there was active bidding based on the
14 \$3,500 sales price; (d) a "core number of NRS 116 type buyers" usually always showed up for HOA
15 sales that he conducted in his office; and (e) many buyers attended foreclosure sales he conducted
16 for the HOA and purchased homes at the foreclosure sales he conducted for the HOA.

17 49. Mr. Atkinson testified about the Purchase and Sale Agreement ("PSA") between the
18 HOA and First 100. Pursuant to the PSA, First 100 purchased "Past Proceeds of Income" ("PPI") for
19 24 delinquent properties from the HOA. The PSA was negotiated in an "arms-length" tri-partite
20 agreement between First 100, the HOA, and ULS. Thus, the PSA did not affect the relationship
21 between the HOA and the Harrisons.

22 50. The amount of \$1,208.28 was an amount assigned to PPI for the Property. This amount
23 was based on a calculation that First 100 made in connection with evaluating the value of the PPI
24 related to the Property as part of the overall transaction.

25 51. First 100 paid the amount of the PPI provided for in the PSA. Pursuant to the PSA, First
26 100 paid ULS's fees of \$1,200.00 and certain fees owed to Red Rock. First 100 paid \$3,500.00 to the
27 HOA at the HOA Sale.

1 52. Mr. Atkinson described how ULS worked with First 100 and homeowners' associations
2 on the drafting of purchase and sales agreements like the PSA in this case. Mr. Atkinson testified
3 that First 100 routinely used the same form of purchase agreement.

4 53. The PSA provided for the purchase of "Past Proceeds of Income" ("PPI"), and it is akin
5 to a factoring agreement. The PSA did not amount the sale of the HOA Lien. Nothing in the PSA
6 changed the fact that the HOA Lien belonged to the HOA. Pursuant to the PSA, First 100 purchased
7 the right to receive all future monetization events related to the PPI.

8 54. The PSA provided that the HOA would retain ULS for collection efforts, including any
9 efforts related to the foreclosure of the HOA Lien.

10 55. The PSA provided that if ULS foreclosed on the HOA Lien, the minimum bid at the
11 foreclosure sale would be \$99. The PSA prohibited the HOA for making a credit bid and it
12 prohibited the HOA from interfering with any collection efforts.

13 56. Mr. Atkinson testified that, based on his experience, HOAs did not want to end up being
14 the winning bidder for a property based on a credit bid. Based on his experience, Mr. Atkinson stated
15 the HOAs did not want to be responsible for paying assessments, cleaning up the property, being
16 subject to self-compliance fines, or being responsible for kicking out squatters.

17 57. Based on his experience, Mr. Atkinson testified that HOAs were also afraid to take
18 properties to auction given the legal uncertainties surrounding HOA foreclosure sales.

19 *(3) Deposition Testimony of Chersus's NRCP 30(b)(6) witness, Jag Mehta.*

20 58. Mr. Mehta testified Chersus spent approximately \$40,000 in repairs on the Property.

21 59. Plaintiff, Chersus, and the HOA filed competing Motions for Summary Judgment.

22 **II. CONCLUSIONS OF LAW**

23 **A. Summary Judgment Standard**

24 60. N.R.C.P. Rule 56(e) states that summary judgment is in order when:

25 *The pleadings, depositions, answers to interrogatories, and admissions on file,*
26 *together with the affidavits, if any, show that there is no genuine issue as to any*
27 *material fact and that the moving party is entitled to a judgment as a matter of law.*

61. A genuine issue of material fact exists only when the evidence is adequate to where a reasonable jury" would return a verdict for the non-moving party. *Dermody v. Reno*, 113 Nev. 207, 210 (1997). The Court will accept as true only properly supported factual allegations and reasonable inferences of the party opposing summary judgment. *Wayment v. Holmes*, 112 Nev. 232, 237 (1996). "Conclusory allegations and general statements unsupported by evidence creating an issue of fact will not be accepted as true." *Id.*

62. The Nevada Supreme Court has provided additional clarity on the standards governing summary judgment motions. See, *Wood v. Safeway, Inc.*, 121 Nev. 724, 121 P. 3d 1026 (2005). In *Wood*, the Court "put to rest any questions regarding the continued viability of the 'slightest doubt' standard," when it held that the "substantive law controls which factual disputes are material and will preclude summary judgment; other factual disputes are irrelevant." *Id.* Summary judgment is particularly appropriate where issues of law are controlling and dispositive of the case. *American Fence, Inc. v. Wham*, 95 Nev. 788, 792, 603 P. 2d 274 (1979).

B. NRS 116.3116 Granted to the HOA a Superpriority Lien That Had Priority Over the Deed of Trust in Favor of GMAC Mortgage, LLC and, as a Result GMAC Mortgage, LLC's Deed of Trust Was Extinguished at the HOA Sale.

63. NRS 116.3116 provides in part:

Liens against units for assessments.

1. The association has a lien on a unit for any construction penalty that is imposed against the unit's owner pursuant to NRS 116.310305, any assessment levied against that unit or any fines imposed against the unit's owner from the time the construction penalty, assessment or fine becomes due. Unless the declaration otherwise provides, any penalties, fees, charges, late charges, fines and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

...

2. A lien under this section is prior to all other liens and encumbrances on a unit except:

(a) Liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes or takes subject to;

1 (b) A first security interest on the unit recorded before the date on which the
2 assessment sought to be enforced became delinquent or, in a cooperative, the first
3 security interest encumbering only the unit's owner's interest and perfected before the
4 date on which the assessment sought to be enforced became delinquent; and

5 (c) Liens for real estate taxes and other governmental assessments or charges against
6 the unit or cooperative.

7 64. Subsection 3 of NRS 116.3116 provides the lien created thereunder has priority over all
8 security interests described in paragraph (b) of subsection 2 to the extent of:

- 9 (a) any charges incurred by the association on a unit pursuant to NRS 116.310312;
10 (b) The unpaid amount of assessments, not to exceed an amount equal to assessments
11 for common expenses based on the periodic budget adopted by the association
12 pursuant to NRS 116.3115 which would have become due in the absence of
13 acceleration during the 9 months immediately preceding the date on which the notice
14 of default and election to sell is recorded pursuant to paragraph (b) of subsection 1
15 of NRS 116.31162; and
16 (c) The costs incurred by the association to enforce the lien in an amount not to
17 exceed the amounts set forth in subsection 5....

18 65. By its clear terms, NRS 116.3116 (2) provides the superpriority lien for assessments
19 which have come due in the 9 months prior to the initiation of an action to enforce the lien are "prior
20 to all security interests described in paragraph (b)." The Deed of Trust held by GMAC Mortgage,
21 LLC falls squarely within the language of paragraph (b). The statutory language does not limit the
22 nature of this "priority" in any way.

23 66. In its decision of *SFR Invs. Pool 1, LLC v. US. Bank, NA.*, 334 P.3d 408, 411-412, 130
24 Nev. Adv. Rep. 75 (2014), the Supreme Court held that the foreclosure of the HOA superpriority
25 lien extinguishes first trust deeds. The SFR Decision holds the 9-month HOA superpriority lien has
26 precedence over the mortgage lien, and that the proper foreclosure of the HOA superpriority lien
27 extinguishes a first trust deed.

28 67. In the case at bar, the HOA Sale resulted in the foreclosure of the HOA's superpriority
lien on the Property. Consequently, when First 100 purchased the Property at the HOA Sale, it
extinguished the Deed of Trust in favor of GMAC Mortgage, LLC.

68. When First 100 conveyed the Property to Defendant Chersus, the Property was not
subject to the Deed of Trust in favor of GMAC Mortgage, LLC.

1 **C. THE HOA COMPLIED WITH THE NOTICE REQUIREMENTS OF NRS**
2 **CHAPTER 116.**

3 ***1. The Recitals in The First 100 Foreclosure Deed Prove the HOA Complied with***
4 ***The Notice Requirements of NRS Chapter 116.***

5 69. The recitals in the First 100 Foreclosure Deed establish both the default by Mr. and Mrs.
6 Harrison and the HOA's compliance with each of the notice requirements of NRS 116.31162
7 through 116.31168 for the public auction held on May 25, 2013.

8 70. NRS 116.31166(1) provides:

9 The recitals in a deed made pursuant to NRS 116.31164 of:

- 10 *(a) Default, the mailing of notice of delinquent assessment, and the recording of the*
11 *notice of default and election to sell;*
12 *(b) The elapsing of the 90 days; and*
13 *(c) The giving of notice of sale,*
14 *Are conclusive proof of the matters recited.*

15 71. In *SFR Investments Pool 1, LLC v. U.S. Bank*, 130 Nev. 742, 334 P.3d 408, 411-12
16 (2014), the Nevada Supreme Court recognized the "conclusive" effect of an HOA foreclosure deed
17 when it stated:

18 *NRS 116.31164 addresses the procedure for sale upon foreclosure of an HOA lien and*
19 *specifies the distribution order for the proceeds of sale. A trustee's deed reciting*
20 *compliance with the notice provisions of NRS 116.31162 through NRS 116.31168 "is*
21 *conclusive" as to the recitals "against the unit's former owner, his or her heirs and*
22 *assigns, and all other persons." NRS 116.31166(2). And, "[t]he sale of a unit pursuant*
23 *to NRS 116.31162, 116.31163 and 116.31164 vests in the purchaser the title of the*
24 *unit's owner without equity or right of redemption. NRS 116.31166(3).*

25 72. However, the enactment of NRS 116.31166 did not eliminate the court's equitable
26 authority to consider quiet title actions when an HOA's foreclosure deed contains conclusive recitals.
27 *Shadow Wood Homeowners Ass'n v. New York Cmty. Bancorp, Inc.*, 366 P.3d 1105, 1112 (Nev.
28 2016). Equitable relief may still be available in the face of conclusive recitals, at least in cases
involving fraud, unfairness, or oppression. *Id.*

73. In this case, Plaintiff has produced no evidence that the HOA's agent did not mail the
notices to the holder of the beneficial interest of the Deed of Trust. Plaintiff has produced no
evidence that the HOA's agent did not provide for the elapsing of the 90 days. Plaintiff has not

1 provided any other evidence that the recitals are not accurate. Further, as is set forth in Section II(D)
2 below, Plaintiff has produced no evidence of fraud, unfairness, or oppression.

3 74. Thus, the recitals in First 100's Deed of Foreclosure are deemed to be conclusive proof
4 that the HOA complied with the notice requirements of NRS Chapter 116.

5 **2. Per the "Mailbox Rule," GMAC Mortgage, LLC Presumptively Received All of the**
6 **Notices Required Per NRS 116.31162 through 116.31168.**

7 75. Per the "mailbox rule," if the HOA's agents properly and timely mailed the required
8 notices, a rebuttable presumption is raised that the beneficiary of the Deed of Trust received the
9 notices. *See Mahon v. Credit Bureau, Inc.*, 171 F.3d 1197, 1202-1203 (9th Cir. 1999). For the
10 presumption to arise, the sender must establish the notice was sent. *Id.* The sender can establish the
11 notice was sent by providing evidence of its standard business practices such as the use of
12 computerized tracking and filing software and the use of procedures that ensure the number of
13 outgoing notices correspond with the number of notices to be sent. *Turner v. Dep't of Educ.*, 2011
14 U.S. Dist. LEXIS 46421 (D. Haw. 2011) (citing *Mahon*, 171 F. 3d at 1199-1202).

15 76. Ms. Trevino's testimony about Red Rock's mailing procedures establishes the notices
16 sent by Red Rock were sent. Further, Mr. Atkinson's testimony about ULS's mailing procedures
17 establish the notices sent by ULS were sent. Thus, the Court finds GMAC Mortgage, LLC
18 presumptively received all of the notices required per NRS 116.31162 through 116.31168.

19 **D. FIRST 100'S PAYMENT TO THE HOA PURSUANT TO THE PSA WAS NOT**
20 **RELATED TO THE HOA LIEN AND, THEREFORE, IT DID NOT DISCHARGE**
21 **THE SUPERPRIORITY LIEN.**

22 77. Ocwen contends that First 100's payment to the HOA, pursuant to the PSA, discharged
23 the superpriority portion of the HOA Lien prior to the HOA sale. However, the PSA did not involve
24 a sale of the HOA Lien. First 100 purchased the right to receive future monetization events related to
25 the PPI.

26 78. The PSA did not affect the relationship between the Harrisons and the HOA in any way
27 and First 100's payment to the HOA, pursuant to the PSA did not affect the HOA Lien in any way.
28 Specifically, it did not discharge to superpriority portion of the HOA Lien.

1 79. In *West Sunset 2050 Trust v. Nationstar Mortgage*, 420 P. 3d 1032, (June 28, 2018), the
2 Nevada Supreme Court recently considered a case almost identical to this case. In *West Sunset 2050*
3 *Trust*, the Toscano Homeowners Association ("Toscano"), pursuant to a similar purchase and sale
4 agreement, sold to First 100 its "interest in any and all [proceeds on past income] arising from or
5 relating to the [Property's] Delinquent Assessment. *Id.* at 1034.

6 80. In *West Sunset 2050 Trust*, the NV Supreme Court rejected Nationstar's argument that
7 the purchase and sale agreement deprived HOA of standing to foreclose. 420 P3d. at 1036. The
8 Court determined the purchase and sale agreement provided for the sale of proceeds on past income
9 *Id.* The Court analogized the purchase and sale agreement to a "factoring agreement" and determined
10 the "factoring agreement" did not change the fact that the property owner remained indebted to the
11 HOA; and the property owner did not become indebted to First 100. *Id.* at 1037.

12 81. The Court emphasized that the HOA retained the exclusive right to collect the HOA Lien,
13 and it was required, through its agent, to continue collection efforts on past-due assessments. *Id.*
14 Thus, the Court held that the "factoring agreement" did not affect the HOA's right to foreclose on the
15 property and that the HOA sale was valid. *Id.*

16 82. Based on the facts of this case, and the Court's holding in *West Sunset 2050 Trust*, it is
17 clear that First 100's payment to the HOA, pursuant to the PSA, did not affect the HOA Lien in any
18 way; and it did not extinguish the superpriority portion of the HOA Lien.

19 **E. OCWEN'S CONTENTION THAT THE HOA SALE WAS COMMERICIALLY**
20 **UNREASONABLE IS WITHOUT MERIT BECAUSE THE HOA SALE WAS VALID**
21 **AND DEFENDANT FAILED TO PRODUCE ANY EVIDENCE THAT FRAUD,**
22 **UNFAIRNESS, OR OPPRESSION AFFECTED THE SALE.**

23 83. Plaintiff contends that the sale was commercially unreasonable because the sales price
24 paid by First 100 at the HOA Sale was grossly inadequate; and because there was evidence that
25 fraud, unfairness, or oppression affected the sale. *See Shadow Wood Homeowners Ass'n v. New York*
Cnty. Bancorp. Inc., 366 P.3d 1105, 1112 (Nev. 2016).

26 84. In *Shadow Wood*, the NV Supreme Court held that NRS 116.31166 did not preclude
27 courts from granting equitable relief from a defective foreclosure sale when appropriate. 366 P.3d at
28

1 1110-1111. In this regard, the Court held that a foreclosure sale could be set aside if there was a
2 grossly inadequate sales price, and a showing of fraud, unfairness, or oppression. *Id.*

3 85. In *Nationstar Mortg., LLC v. Saticoy Bay LLC Series 2227 Shadow Canyon*, 405 P.3d
4 641, 643-44, the Nevada Supreme Court clarified that inadequacy of price alone is not a sufficient
5 ground for setting aside foreclosure sale. *Id.* The Court further held that the party seeking to set aside
6 the sale had the burden of proving that fraud, unfairness, or oppression affected the sale. *Id.*

7 86. The Court also rejected the application of the commercial reasonableness standard from
8 UCC Article 9. *Id.* at 646. Thus, Plaintiff's arguments that the sale was commercially unreasonable
9 based on UCC Article 9 must be rejected.

10 87. A district court cannot grant equitable relief when an adequate remedy at law exists. *Las*
11 *Vegas Valley Water Dist. v. Curtis Park Manor Water Users Ass'n*, 98 Nev. 275, 278 (1982). The
12 failure to utilize legal remedies makes granting equitable remedies unlikely. *Bayview Loan*
13 *Servicing, LLC v. SFR Invs. Pool 1, LLC*, 2017 U.S. Dist. LEXIS 41309 (D. Nev. 2017).

14 ***(1) The HOA Sale Was Valid and Equitable Relief Is Not Warranted.***

15 88. As stated above, based on the facts of this case, and the Nevada Supreme Court's holding
16 in *West Sunset 2050 Trust v. Nationstar Mortg., LLC*, 420 P.3d 1032 (2018), the Court has
17 determined that the HOA Sale was valid. Therefore, the Court does not have authority to grant
18 equitable relief to the Plaintiff in this case. *Las Vegas Valley Water Dist.*, 98 Nev. at 278.

19 89. In this regard, it must also be noted that GMAC Mortgage, LLC and Plaintiff were aware
20 of the HOA Sale and they could have paid, or at least tendered, the amount of the superpriority
21 portion of the HOA Lien. Their failure to exercise adequate remedies at law precludes the granting
22 of equitable relief in this case.

23 ***(2) Even If Equitable Arguments Were Available to Plaintiff, It Failed to Show***
24 ***Fraud, Unfairness, or Oppression Affected the HOA Sale.***

25 90. To support of its contention that the HOA Sale was Commercially Unreasonable,
26 Plaintiff offered the report of expert witness, R. Scott Dugan to show that the price paid at the HOA
27 Sale was grossly inadequate. Mr. Dugan opined that the value of the Property was \$148,000 as of the
28 date of the HOA Sale. Plaintiff submitted that the \$3,500.00 paid by First 100 was 2.6% of the value

1 of the Property, Chersus did not produce an expert report disputing Mr. Dugan's analysis. However,
2 it contended First 100 and Chersus paid far more than \$3,500.00 to acquire the Property.

3 91. Whether the price paid at the HOA Sale was grossly inadequate need not be resolved
4 because Plaintiff has failed to show that fraud, unfairness, or oppression affected the sale.

5 92. In support of its contention that there was evidence that fraud, unfairness, or oppression
6 affected the sale, Plaintiff argued:

7 a. The HOA Sale was not conducted during normal business hours. The HOA Sale
8 took place on Saturday, May 25, 2013, at 9:00 a.m. at ULS's office – 8965 S. Eastern
9 Ave., Suite 350, Las Vegas, NV 89123.

10 b. The HOA, ULS and First 100 colluded to ensure that First 100 would obtain this
11 Property at the HOA Sale. Their PSA set the minimum bid at \$99, and prohibited the
12 HOA from making a credit bid at the HOA Sale or otherwise interfering with First
13 100's efforts to collect on the account or acquire the Property.

14 c. The HOA relinquished all authority to control the HOA Sale and irrevocably made
15 ULS its collection agent and foreclosure trustee for First 100.

16 d. Even though the HOA Sale allegedly took place in the HOA's name, all actions
17 were conducted for the benefit of First 100 pursuant to its agreement with the HOA.

18 e. There is fraud, oppression and unfairness associated with the foreclosure sale
19 because the HOA put the public on constructive notice in its CC&Rs—including First
20 100, and other prospective bidders — that the HOA's foreclosure would not disturb the
21 first Deed of Trust. The CC&Rs applicable to this Property contain two relevant
22 provisions (the "Mortgagee Protection Clauses"), which represented to the world the
23 HOA's foreclosure would not extinguish the Deed of Trust.

24 93. These arguments do not show that fraud, unfairness, or oppression affected the sale.

25 94. The fact that the HOA Sale took place on Saturday, May 25, 2013, at 9:00 a.m. at ULS's
26 office – 8965 S. Eastern Ave., Suite 350, Las Vegas, NV 89123 does not demonstrate the sale was
27 patently unfair, fraudulent, or oppressive. In fact, ULS's NRCP 30(b)(6) witness, Robert Atkinson
28 testified he conducted HOA Sales on Saturday because his office did not have a conference room
and he did not want potential bidders wandering around his office. He also testified that he
conducted the auction and he recalled the auction was well attended. He also testified it was
reasonable to infer there was active bidding based on the \$3,500 sales price. He testified a "core
number of NRS 116 type buyers" usually always showed up for HOA sales he conducted in his

1 office. He testified many buyers attended foreclosure sales he conducted for the HOA and they
2 purchased homes at the foreclosure sales he conducted for the HOA. Thus, Plaintiff has failed to
3 show that conducting the HOA Sale on Saturday affected the HOA Sale.

4 95. Similarly, Plaintiff failed to show the HOA, ULS and First 100 colluded to ensure that
5 First 100 would obtain the Property at the HOA Sale. Mr. Atkinson testified a “core number of NRS
6 116 type buyers” usually always showed up for HOA sales he conducted in his office. He testified
7 many buyers, other than First 100, attended foreclosure sales he conducted for the HOA and
8 purchased homes at the foreclosure sales he conducted for the HOA.

9 96. The Court’s holding in *West Sunset 2050 Trust v. Nationstar Mortg., LLC*, 420 P.3d
10 1032, 1037 (2018), is also contrary to the Plaintiff’s contention that the HOA, ULS, and First 100
11 unlawfully colluded. The Court analogized First 100’s purchase and sale agreement to a “factoring
12 agreement” and held factoring agreements serve the valid purpose of providing HOAs with
13 immediate access to cash, and help them meet their perpetual upkeep obligations. The Court added it
14 was disinclined to interfere with the HOA’s use of factoring agreements absent a theory as to how
15 factoring agreements result in harm.

16 97. In this case, the PSA signed by the HOA, ULS, and First 100 was akin to a “factoring
17 agreement” and it served the valid purpose of providing the HOA with access to cash. Plaintiff has
18 failed to provide any evidence that the HOA, ULS, and First 100 unlawfully colluded.

19 98. Similarly, Plaintiff’s other contentions related to the PSA do not show that fraud,
20 unfairness, or oppression affected the sale. First, contrary to Plaintiff’s complaints regarding the
21 \$99.00 minimum bid, Mr. Atkinson testified that he was not aware of any statutory requirement in
22 NRS Chapter 116 to establish a minimum bid; and the minimum bid was set at \$99.00 in the valid
23 PSA to encourage bidding. Next, contrary to Plaintiff’s complaints that the HOA was prohibited
24 from making a credit bid, Mr. Atkinson testified, in his experience, HOAs did not want to acquire a
25 property via a credit bid because they did not want to be responsible for paying assessments,
26 cleaning up the property, being subject to self-compliance fines, or being responsible for kicking out
27 squatters. Finally, Plaintiff’s complaints that all actions were conducted for the benefit of First 100
28 pursuant to the PSA did not improperly affect the sale. In *West Sunset 2050 Trust*, the Court

1 recognized and did not object that the agreement required the HOA's agent to remit payments to
2 First 100. Again, Plaintiff's references to the PSA fail to show that fraud, unfairness, or oppression
3 affected the sale.

4 99. Plaintiff also argues there was fraud, oppression and unfairness associated with the
5 foreclosure sale because the HOA put the public on constructive notice in its CC&Rs, that the
6 HOA's foreclosure would not disturb the first Deed of Trust. In support of its argument, Plaintiff
7 cited to the United State District Court's holding in *Zzyzx 2 v. Dizon*, No. 2:13-CV-1307, 2016 U.S.
8 Dist. LEXIS 39467, 2016 WL 1181666 (D. Nev. 2016).

9 100. In *United States Bank N.A. v. Vistas Homeowners Ass'n*, 2018 Nev. Unpub. LEXIS
10 1146 (December 14, 2018) the Nevada Supreme Court rejected the appellant's argument that the
11 CC&R's mortgagee protection clause was evidence of unfairness. In opining that it was not
12 persuaded that evidence regarding the mortgage protection clause constituted unfairness, the Court
13 noted the appellant had not provided any evidence that potential bidders were misled by the CC&R's
14 protective covenant and that the bidding was chilled. *Id.* at *1. The court also noted that it must
15 presume that any bidders at the HOA Sale were also aware of NRS 116.1104, and therefore, they
16 were not misled. *Id.* at *2.

17 101. In *Vistas Homeowners*, the Court distinguished *Zzyzx 2* because, in *Zzyzx 2*, the HOA
18 sent a letter to the deed of trust beneficiary that it did not need to protect the Deed of Trust. *Id.* at fn.
19 2. The HOA in *Vistas Homeowners* did not send such a letter. *Id.*

20 102. In *Vistas Homeowners*, the Court also pointed out that in *SFR Inv. Pool 1, LLC v. U.S.*
21 *Bank, N.A.*, 334 P.3d 408, (2014), it had held that nothing in NRS 116.3116 expressly provides for
22 the waiver of the HOA's rights under NRS Chapter 116. *Id.* at *2. The Court determined that the
23 protective covenant in the *Vistas Homeowners* CC&R was not distinguishable from the covenant at
24 issue in *SFR*. *Id.*

25 103. Like the appellant in *Vistas Homeowners*, Plaintiff has failed to produce any evidence
26 showing the mortgagee protection clause in this case created unfairness. Further, Plaintiff failed to
27 produce any evidence that potential bidders were misled by the CC&R's protective covenant and
28 that bidding was chilled. Further, the Nevada Supreme Court's holding in *SFR* also applies in this

1 case and Plaintiff has failed to produce any evidence that mortgagee protection clause in this case is
2 distinguishable from the clauses in *SFR* or *Vistas Homeowners*.

3 **F. PLAINTIFF'S CONTENTIONS THAT NEITHER FIRST 100 NOR CHERSUS**
4 **WERE BONA FIDE PURCHASERS ARE IRRELEVANT.**

5 104. Plaintiff argues that the HOA Sale was not valid because neither First 100 nor Chersus
6 is a bona fide purchaser because they purchased the property with notice of Ocwen's interest in the
7 property.

8 105. Defendant Chersus disputes Plaintiff's contention it was not a bona fide purchaser.

9 106. Again, however, the Nevada Supreme Court recently held in *West Sunset 2050 Trust*,
10 that since the underlying HOA sale was valid, the Court did not need to resolve a dispute as to
11 whether First 100 and Chersus were bona fide purchasers. 420 P 3d. at 1037.

12 107. Again, this Court holds the HOA Sale was a valid sale and Plaintiff is not entitled to any
13 equitable relief. Thus, Plaintiff's arguments about whether First 100, LLC or Defendant Chersus
14 were bona fide purchasers are irrelevant.

15 **G. CHERSUS IS ENTITLED TO JUDGMENT ON ITS COUNTERCLAIMS AS TO**
16 **ITS FIRST, SECOND, THIRD, FOURTH, AND FIFTH CAUSES OF ACTION, AS A**
17 **MATTER OF LAW.**

18 108. Chersus has proven that the undisputed facts and circumstances surrounding the HOA
19 Sale. Chersus has also demonstrated it is entitled to judgment on its Counterclaims as to its First,
20 Second, Third, Fourth, and Fifth Causes of Action, as a matter of law. At the MSJ Hearing, Chersus
21 agreed to voluntarily dismiss its Sixth Cause of Action.

22 **1. Wrongful Foreclosure**

23 109. In support of its claim for wrongful foreclosure, Chersus established that at the time
24 GMAC Mortgage, LLC exercised the power of sale and foreclosed, that no breach of condition or
25 failure of performance existed on Chersus's part which would have authorized the foreclosure or
26 exercise of the power of sale. There is no dispute that when GMAC Mortgage, LLC exercised the
27 power of sale and foreclosed, its Deed of Trust had been extinguished by the foreclosure sale. There
28 is no dispute that GMAC Mortgage, LLC and Plaintiff knew that after the HOA Sale: (1) GMAC
Mortgage, LLC had no interest in the Property; (2) GMAC Mortgage, LLC had no authority

1 whatsoever to authorize the foreclosure or exercise the power of sale that had been extinguished by
2 the HOA Foreclosure sale; (3) GMAC Mortgage, LLC had no authority to convey the Property to
3 Plaintiff; and (4) Plaintiff had no right or authority to take possession of the Property.

4 110. Thus, the authorization of the foreclosure sale, the exercise of the power of sale, the sale
5 to Plaintiff, and Plaintiff's taking possession of the Property was clearly wrongful and Chersus is
6 entitled to summary judgment on its wrongful foreclosure claim as a matter of law.

7 111. There may be genuine issues of material fact regarding the amount of damages that
8 should be awarded to Defendant Chersus for Wrongful Foreclosure. Accordingly, the Court shall
9 conduct a separate evidentiary hearing to determine any amounts Plaintiff may owe to Defendant
10 Chersus based on Defendant Chersus's claims for Trespass and Conversion.

11 **2. Quiet Title**

12 112. Chersus has shown the undisputed facts and circumstances surrounding the HOA sale,
13 prove it is the rightful owner of the Property via chain of title starting with First 100's purchase of
14 the Property at the HOA Sale and reflected in the deed recorded May 29, 2013.

15 113. Chersus has shown that Ocwen had actual and constructive notice of First 100's
16 superior claim to the Property.

17 114. Chersus has shown that the Deed of Trust, in which Ocwen purportedly holds an
18 interest, was extinguished at the HOA Sale. Thus, Ocwen did not acquire any interest in the Property
19 when it purportedly acquired the Property pursuant to the Trustee's Deed Upon Sale.

20 115. Thus, this Court holds that Chersus is entitled to an order quieting title to the Property in
21 favor of Chersus. The Court will enter a separate order quieting title in favor of Chersus that
22 incorporates these Findings of Fact and Conclusions of Law by reference.

23 116. Chersus further claims that it is entitled to recover the attorney's fees and costs it
24 incurred in this matter. However, Chersus's counsel has not yet submitted a memorandum of costs or
25 an Application for Attorney's Fees that addresses the *Brunzell v. Golden Gate Bank* (the "Brunzell
26 Factors"). See *Miller v. Wilfong*, 121 Nev. 619, 623 (2005). The Court will consider Chersus's
27 Memorandum of Costs and Application for Attorney's Fees separately from Chersus's Motion for
28 Summary Judgment.

1 **3. Declaratory Relief**

2 117. In its Third Cause of Action, Chersus asserts a dispute has arisen with Oewen that is
3 ripe for adjudication, specifically, concerning the ownership of the Property and interpretation of
4 NRS of 116.3116 et. seq.

5 118. Chersus contends that per NRS 30.030 and 30.040, it is entitled to declaratory relief
6 concerning the proper interpretation and enforcement of the NRS 116.3116 et. seq.

7 119. Chersus has shown the undisputed facts and circumstances surrounding the HOA Sale
8 prove it is the rightful owner of the Property via chain of title starting with First 100's purchase of
9 the Property at the HOA Sale and reflected in the deed recorded May 29, 2013.

10 120. Chersus has shown that Oewen had actual and constructive notice of First 100's
11 superior claim to the Property.

12 121. Chersus has shown the Deed of Trust, in which Oewen purportedly holds an interest,
13 was extinguished at the HOA Sale. Thus, Oewen did not acquire any interest in the Property when it
14 purportedly acquired the Property pursuant to the Trustee's Deed Upon Sale.

15 122. Thus, this Court holds that Chersus is entitled to an order declaring it is the lawful
16 owner of the Property, it holds fee simple title to the Property, and the Property is not subject to the
17 Deed of Trust. The Court will enter a separate order to this effect that incorporates these Findings of
18 Fact and Conclusions of Law by reference.

19 123. Chersus further claims that it is entitled to recover the attorney's fees and costs it
20 incurred in this matter. As stated above, the Court will consider Chersus's Memorandum of Costs
21 and Application for Attorney's Fees separately from this Motion for Summary Judgment.

22 **4. Trespass and Conversion**

23 124. Plaintiff wrongfully deprived Chersus of its right to own and possess the Property. The
24 Property includes the land and the appurtenant structures (the "Real Property"); and any
25 improvements that may be considered personal property (the "Personal Property").

26 125. Defendant Chersus admitted that it incorrectly partially labeled this Cause of Action as a
27 Cause of Action for "Conversion," and that it should have labeled the Cause of Action as one for
28 Trespass and Conversion.

1 126. In its REPLY TO OCWEN'S OPPOSITION TO CHERSUS HOLDINGS, LLC's
2 MOTION FOR SUMMARY JUDGMENT ("Reply Brief") filed on January 13, 2019, and at the
3 MSJ Hearing, Defendant Chersus requested, without objection, that the Court consider the Cause of
4 Action to apply to claims for Trespass and Conversion.

5 127. In support of its request, Defendant Chersus noted the allegations supporting the Cause
6 of Action refer to Chersus's "Property" and the allegations do not distinguish between Real Property
7 and Personal Property. Defendant Chersus also noted whether Plaintiff's actions amount to
8 Conversion or Trespass turns on the character of the property over which Plaintiff wrongfully
9 exercised control. *See e.g. Countrywide Home Loans, Inc. v. Thitchener*, 124 Nev. 725 (2008) (citing
10 NRS 40.170). Thus, Defendant Chersus contended that the Cause of Action properly alleged facts
11 that support claims based on Trespass and Conversion.

12 128. Defendant Chersus contends that it is undisputed that Plaintiff wrongfully exercised
13 control over its Real Property and Personal Property. Defendant Chersus further contends that when
14 the complaint was drafted, the nature of its interest in its Property was not clear. However, as a result
15 of the discovery completed in this case, it has long been clear that Chersus's damages include loss of
16 rental income; which would be based on a claim for Trespass. It has also long been clear that
17 Chersus's damages include loss of the use/value of its improvements; which likely include personal
18 property. Chersus claims for damages related to personal property would be based on a claim for
19 Conversion.

20 129. Chersus also stated in its Reply Brief, and at the MSJ Hearing, that it understood that the
21 measure of compensatory damages for Trespass and Conversion are similar to the measure of
22 damages for quasi-contract/unjust enrichment. However, Chersus pointed out that punitive damages
23 may be available for claims based on Trespass and Conversion.

24 130. Based on the contentions in its Reply Brief, and at the MSJ Hearing, the Court construes
25 Chersus's Fourth Cause of Action to be based on claims for Trespass and Conversion.

26 131. There may be genuine issues of material fact regarding the amount of damages that
27 could be awarded to Defendant Chersus for its claims for Trespass and Conversion. Accordingly, the
28

1 Court shall conduct a separate evidentiary hearing to determine any amounts Plaintiff may owe to
2 Defendant Chersus based on Defendant Chersus's claims for Trespass and Conversion.

3 **5. Unjust Enrichment**

4 132. In support of its claim for Unjust Enrichment, Defendant Chersus pointed out that the
5 appraisal performed by Plaintiff's expert appraiser Scott Dugan proves that Plaintiff is the record
6 owner of the Property pursuant to a Deed recorded January 13, 2014. In addition, the appraisal
7 indisputably shows Mr. Dugan estimated the monthly market rent to be \$1,050.00.

8 133. In this case, there was no contract between Plaintiff and Defendant Chersus. It is well
9 established that a court will imply a quasi-contract to grant unjust enrichment where there is no legal
10 contract but the person sought to be charged is in possession of property which in good conscience
11 and justice should not be retained. *Lease Partners Corp. v. Robert L. Brooks Trust Dated Nov. 12,*
12 *1975*, 113 Nev. 747, 756 (1997). Further, in *Asphalt Prods. Corp. v. All Star Ready Mix*, 111 Nev.
13 799 (1995), the Nevada Supreme Court determined that the seller prevailed on its claim for unjust
14 enrichment. As a result, the court compelled the buyer to pay the reasonable rental value for use of
15 the tractor after the buyer failed to obtain financing according to an unenforceable sales agreement.

16 134. Accordingly, this Court imposes a quasi-contract upon Plaintiff and it compels Plaintiff
17 to pay Defendant Chersus the reasonable rental value of the property as established by Plaintiff's
18 expert's appraisal.

19 135. In addition to payment for the reasonable rental value of the property, Plaintiff is liable
20 to Defendant Chersus because Plaintiff was unjustly enriched by any improvements that Defendant
21 Chersus made to the Property.

22 136. There appear to be genuine issues of material dispute regarding the amount of any
23 improvements made by Defendant Chersus. Accordingly, the Court shall conduct a separate
24 evidentiary hearing to determine any amounts Plaintiff may owe to Defendant Chersus for
25 improvements that Chersus made to the Property.

1 **II. THE HOA IS ENTITLED TO JUDGMENT AS A MATTER OF LAW.**

2 137. The Findings of Fact set forth above, and the Conclusions of Law vis-à-vis Plaintiff and
3 Defendant Chersus, also demonstrate the HOA is entitled to judgment as a matter of law.

4 ***1. Injunctive Relief***

5 138. Ocwen asserts a cause of action for a preliminary and permanent injunction against the
6 HOA seeking an order prohibiting Defendant Chersus from selling, transferring or encumbering the
7 Property.

8 139. The HOA has never claimed an ownership interest in the Property and the allegations in
9 this cause of action are not directed at the HOA.

10 140. Moreover, a request for injunctive relief by itself does not state a cause of action. *Jensen*
11 *v. Quality Loan Serv. Corp.*, 702 F. Supp. 2d 1183, 1201 (E.D. Ca. 2010). Accordingly, the Court
12 dismisses with prejudice Ocwen's Cause of Action for Injunctive Relief pursuant to NRCP 12(b)(5)
13 for failure to state a cause of action.

14 ***2. Wrongful Foreclosure***

15 141. Ocwen alleges the HOA wrongfully foreclosed based on the following contentions: (a)
16 the HOA did not comply with mailing and notice requirements; (2) the HOA foreclosure sale
17 "violated applicable law;" and (3) the HOA foreclosure sale was not commercially reasonable.

18 142. As is stated in the Findings of Fact and in the Conclusions of Law supporting the
19 Court's Order granting summary judgment in favor of Chersus, each of Ocwen's contentions fail as
20 a matter of law. The Court again finds (1) that the HOA Sale was properly noticed pursuant to NRS
21 Chapter 116, (2) that the HOA Sale was properly conducted pursuant to NRS Chapter 116, (3) that
22 no other interest party at the time of the HOA Sale tendered the superpriority amount of the HOA's
23 lien before the HOA Sale, (4) that the HOA was authorized to foreclose at the time of the HOA Sale.
24 Thus, the HOA is entitled to summary judgment on Ocwen's cause of action for wrongful
25 foreclosure.

26 ***3. Negligence and Negligence Per Se***

27 143. As a preliminary matter, the Court notes that "negligence per se" is not an independent
28 cause of action separate from the negligence claim but a legal theory affecting the standards of the

1 negligence claim. *US Bank, N.A. v. SFR Investments Pool 1, LLC*, 3:15-CV-00241-RCJ-WGC, 2017
2 WL 2991359, at *1 (D. Nev. July 12, 2017). Accordingly, the Court addresses Ocwen's negligence
3 and negligence per se causes of action as one negligence claim.

4 144. To prevail on a claim for negligence, a plaintiff adduce evidence that shows: (1) the
5 defendant owed the plaintiff a duty of care; (2) the defendant breached that duty; (3) the breach was
6 the legal cause of the plaintiff's injuries; and (4) the plaintiff suffered damages. *Sadler v. PacifiCare*
7 *of Nev., Inc.*, 340 P.3d 1264, 1267 (Nev. 2014).

8 145. With regard to its cause of action for negligence, Ocwen alleged: (a) the HOA owed a
9 duty to Plaintiff to conduct the HOA Sale properly and in a manner that allowed them an opportunity
10 to cure the super-priority lien; (b) the HOA breached its duty; (c) the breach was a proximate cause
11 of damages; and (d) Ocwen suffered damages.

12 146. In its Motion for Summary Judgment, the HOA argued: (1) it did not owe a duty to
13 Ocwen; (2) Ocwen produced no evidence that HOA breached any purported duty to Ocwen; and (3)
14 any negligence claim Ocwen may have was barred by the economic loss doctrine. Ocwen disputed
15 that its claim was barred by the economic loss doctrine.

16 147. As is stated in the Findings of Fact and in the Conclusions of Law that support the
17 Court's Order granting summary judgment in favor of Chersus, the Court determined that the HOA
18 Sale was properly noticed and conducted pursuant to NRS 116. Assuming, *arguendo*, that the HOA
19 did owe a duty to Ocwen, there is no evidence that the HOA breached its duty, or engaged in any
20 other type of negligent action. Thus, the Court grants the HOA's motion for summary judgment as to
21 Ocwen's causes of action for negligence and negligence per se.

22 **4. Breach of Contract**

23 148. Ocwen alleged it was an intended beneficiary of the HOA's CC&Rs and the HOA
24 breached the CC&Rs by the circumstances under which they conducted the HOA Sale.

25 149. In its Motion for Summary Judgment, the HOA contended it did not breach the CC&Rs
26 based on the Nevada Supreme Court's decision in *SFR Inv. Pool 1, LLC v. U.S. Bank, N.A.*, 130
27 Nev. 742, 757-58, 334 P.3d 408, 419 (2014); where the Court recognized that NRS 116.1104
28 overrules mortgage protection clauses contained in CC&Rs. *See also* NRS 116.1104 (stating that

1 NRS Chapter 116 provisions cannot be varied by agreement and rights cannot be waived except as
2 provided by the statute).”

3 150. As is stated in the Findings of Fact and in the Conclusions of Law that support the
4 Court’s Order granting summary judgment in favor of Chersus, the Court has determined that the
5 Nevada Supreme Court’s holding in *SFR Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev. 742, 757-
6 58, 334 P.3d 408, 419 (2014), applies to this case, and as a result, the provisions of NRS Chapter
7 116 cannot be varied or waived by the CC&Rs. Accordingly, the Court grants the HOA’s motion for
8 summary judgment as to Ocwen’s claim for breach of contract.

9 **5. Negligent Misrepresentation**

10 151. As to Negligent Misrepresentation, Ocwen alleged: (1) the HOA should have known
11 that Ocwen would rely on the representations contained in the Mortgagee Protection Clause in the
12 CC&Rs; (2) it justifiably relied on the representations contained in the Mortgagee Protection Clause
13 in giving consideration for the Deed of Trust; (3) the HOA’s representations about the Mortgagee
14 Protection Clause were false; (4) the HOA knew, or should have known the representations in the
15 CC&RS, including the Mortgagee Protection Clause, were false; (5) the HOA had a pecuniary
16 interest in having Plaintiff rely on the CC&Rs, including the Mortgagee Protection Clause; and (6)
17 the HOA failed to exercise reasonable care or competence in communicating the information within
18 the provisions of the CC&Rs, including without limitation, the Mortgagee Protection Clause.

19 152. In its Motion for Summary Judgment, the HOA argued Ocwen’s misrepresentation
20 claim was barred by the economic loss doctrine. The HOA also argued the claim failed as a matter of
21 law because NRS 116.1104 clearly and unambiguously states that NRS Chapter 116 provisions
22 cannot be varied by agreement. Thus, Ocwen did not, and could not have, justifiably relied on any
23 misrepresentations related to the Mortgagee Protection Clause. Ocwen disputed that its claim was
24 barred by the economic loss doctrine. Ocwen also argued that based on *ZYZZX2 v. Dizon, supra*, it
25 had set forth a viable claim for misrepresentation.

26 153. As is stated in the Findings of Fact and in the Conclusions of Law that support the
27 Court’s Order granting summary judgment in favor of Chersus, the Court has determined that the
28 Nevada Supreme Court’s holding in *SFR Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev. 742, 757-

58, 334 P.3d 408, 419 (2014), applies to this case. As a result, the Court holds the provisions of NRS Chapter 116 cannot be varied or waived by the CC&Rs. Thus, Ocwen did not, and could not have, justifiably relied on any misrepresentations related to the Mortgagee Protection Clause. Accordingly, the Court grants the HOA's motion for summary judgment as to Ocwen's claim for misrepresentation.

6. Unjust Enrichment

154. As to its Cause of Action for Unjust Enrichment, Plaintiff alleged: (a) it has been deprived of the benefit of its secured deed of trust by the actions of the HOA; (b) the HOA benefitted from the unlawful HOA Sale, and (c) the HOA benefitted from Plaintiff's payment of property taxes, insurance premiums, or homeowner's association assessments.

155. The HOA contended its Motion for Summary Judgment should be granted because Ocwen did not pay any money to it; and it did not unjustly retain money owed to Ocwen.

156. Based on the HOA's and Ocwen's briefing on the HOA's motion for summary judgment, and the argument at the MSJ Hearing, the Court holds that the HOA did not benefit from the Ocwen's payment of taxes, insurance premiums, or homeowner's association assessments. First, any property taxes paid by Ocwen were not paid to the HOA and the HOA did not benefit from Ocwen's payment of property taxes because the HOA was not the property owner. Second, at the hearing, the Court asked Ocwen's counsel to explain how the payment of insurance premiums benefitted the HOA. Ocwen's counsel stated the payment of insurance premiums benefitted the HOA because the HOA owned the Property. However, it is undisputed that the HOA did not own the Property.

157. Finally, based on its purported purchase of the Property at the Deed of Trust Foreclosure, Ocwen obtained possession of the Property, and it was identified as the record owner of the Property. While it was the record owner of the Property, and while it held possession of the Property, it was in Ocwen's interest to pay the property taxes, insurance premiums and homeowner's association assessments. Consequently, the HOA was not unjustly enriched by Ocwen's payment of property taxes, insurance premiums and homeowner's association assessments. Thus, the HOA's motion for summary judgment as to Ocwen's unjust enrichment cause of action must be granted.

1 158. If any Conclusion of Law set forth herein is determined to properly constitute a Finding
2 of Fact (or vice versa), such shall be treated as if appropriately identified and designated.

3 ***7. Tortious Interference with Contractual Relations***

4 159. To prevail on a claim for tortious inference with contractual relations, Ocwen must
5 demonstrate that: "(1) a valid and existing contract; (2) the [HOA's] knowledge of the contract; (3)
6 intentional acts intended or designed to disrupt the contractual relationship; (4) actual disruption of
7 the contract; and (5) resulting damage." J.J. Indus., LLC v. Bennett, 71 P.3d 1264, 1267 (Nev. 2003).

8 160. Ocwen argues that the HOA's decision to foreclose on the Property was designed to
9 disrupt the contractual relationship between [Ocwen] and the borrower by extinguishing the senior
10 deed of trust.

11 161. The Court finds that Ocwen cannot demonstrate any motive by the HOA to interfere.
12 The borrower breached the contract with Ocwen well before the HOA Sale. Thus, the HOA did not
13 induce the borrower to breach. There is also no actual disruption because the borrower had already
14 breached the contract.

15 162. The Court further finds that the HOA Sale in no way prevented Ocwen from taking
16 legal action against the borrower for her breach of the note. Ocwen could have pursued its own
17 foreclosure before the HOA Sale and the HOA Sale did not preclude Ocwen from taking other legal
18 action against the borrower for breaching her contract with Ocwen.

19 163. The Court finds that HOA Sale did not cause Ocwen any harm. Rather, Ocwen caused
20 any purported harm by failing to tender the superpriority portion of the lien or to take any other
21 affirmative action to protect its interest. If the deed of trust was extinguished by the foreclosure sale,
22 then any harm stems entirely from the inaction of Ocwen and its predecessors, not the HOA.

23 164. The Court, therefore, grant summary judgment in favor of the HOA on Ocwen's tortious
24 interference claim.

25 **ORDER**

26 Based on the foregoing Findings of Fact and Conclusions of Law, THE COURT
27 HEREBY ORDERS AS FOLLOWS:

28 1. Ocwen's Motion for Summary Judgment is DENIED;

1 2. The HOA's Motion for Summary Judgment is GRANTED;

2 3. Chersus's Oral Motion, made at the MSJ Hearing, to Dismiss Its Counterclaim for
3 Slander of Title with Prejudice is GRANTED;

4 4. Chersus's Motion for Summary Judgment is GRANTED as follows:

5 A. An Order shall be entered granting Judgment in favor of Chersus and dismissing
6 Owen's Second Amended Complaint against Chersus.

7 B. An Order shall be entered granting Judgment in favor of Chersus as to its
8 Counterclaims for Quiet Title and Declaratory Relief. The Order granting Judgment in favor of
9 Chersus shall provide that: (1) Chersus is the undisputed owner of the Property, (2) Chersus is the
10 holder of "fee simple" title to the Property; (3) the Property is not subject to the Deed of Trust; and
11 (4) the Deed of Trust was extinguished by the HOA Sale.

12 C. An Order shall be entered granting partial summary judgment in favor of
13 Chersus, as to liability only, with respect to Chersus's Counterclaims for Wrongful Foreclosure,
14 Trespass and Conversion, and Unjust Enrichment.

15 D. Within 30 days of the Notice of Entry of this Order, Chersus shall file an
16 Application for a Prove-Up Hearing as to the amount and types of damages to be awarded to
17 Chersus with respect to its Counterclaims for Wrongful Foreclosure, Trespass and Conversion, and
18 Unjust Enrichment.

19 E. Within 45 days of the Notice of Entry of this Order, Chersus shall file its
20 Memorandum of Costs, and Motion for Attorney's Fees.

21 5. A certified copy of this Order may be recorded in the Official Records as proof and
22 confirmation that any lien, mortgage, security interest, or other encumbrance that might be claimed

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 against the Property under any of the Deed of Trust has been extinguished.

2 IT IS SO ORDERED.

3 DATED this 2 day of March, 2019

4 
DISTRICT JUDGE

5
6 Submitted by:

7
8 THE LAW OFFICE OF VERNON NELSON

9 By: /s/ Vernon Nelson
10 VERNON NELSON, ESQ.
11 Nevada Bar No.: 6434
12 9480 S. Eastern Avenue, Suite 252
13 Las Vegas, NV 89123
14 Tel: 702-476-2500
15 Fax: 702-476-2788
16 E-Mail: vnelson@nelsonlawfirmnv.com
17 Attorney for Defendant Chersus Holdings, LLC
18
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25
26
27
28

A-14-696357C

PROOF OF SERVICE
OCWEN LOAN SERVICING, LLC v. CHERSUS HOLDINGS, LLC
Case No.: A-14-696357-C

I, Jennifer Martinez, declare:

I am over the age of eighteen (18) years and not a party to the within entitled action. I am employed by The Law Office of Vernon Nelson, PLLC, 9480 S. Eastern Avenue, Suite 252, Las Vegas, Nevada 89123. I am readily familiar with The Law Office of Vernon Nelson, PLLC's practice for collection and processing of documents for delivery by way of the service indicated below.

On ~~March 19~~ ^{May 2}, 2019, I served the following document(s):

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

on the interested party(ies) in this action as follows:

"Robert E. Atkinson, Esq." .	robert@nv-lawfirm.com
Alexandria Raleigh .	ARaleigh@lawhjc.com
Brody Wight .	bwight@kochscow.com
Kristin Schuler-Hintz .	dcnv@mccarthyholthus.com
NVEfile .	nvefile@wrightlegal.net
Paralegal .	bknotices@nv-lawfirm.com
Staff .	aeshenbaugh@kochscow.com
Steven B. Scow .	sscow@kochscow.com
Thomas N. Beckom .	tbeckom@mccarthyholthus.com

☒ **By Electronic Service.** Pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR I caused said documents(s) to be transmitted to the person(s) identified in the E-Service List for this captioned case in Odyssey E-File & Serve of the Eighth Judicial District Court, County of Clark, State of Nevada. A service transmission report reported service as complete and a copy of the service transmission report will be maintained with the document(s) in this office.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

/s/ Jennifer Martinez
An Employee of the Law Offices of Vernon Nelson

EXHIBIT 1

EXHIBIT 1

Jennifer Martinez

From: Vernon Nelson
Sent: Friday, April 5, 2019 7:13 PM
To: Paterno Jurani; Ashlie Surur
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL- EX I

Paterno- Separately, I disagree with Dana's comment that the Order should state who the notices were sent to. That is not consistent with our argument that the recitals establish that these requirements were met and it is not consistent with Judge Early's ruling.

Vernon

1. Thus, the Court finds Red Rock sent the Lien for Delinquent Assessment Notices and the Notice of Default and Election to Sell in accordance with NRS Chapter 116.

From: Vernon Nelson <vnelson@nelsonlawfirmllv.com>
Sent: Friday, April 5, 2019 7:09 PM
To: Paterno Jurani <pjurani@wrightlegal.net>; Ashlie Surur <ASurur@lawhjc.com>
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Hi Paterno-

Sorry for the delay. I have attached the transcript.

With respect to the issue about Trespass being raised at the MSJ, please refer to pp. 43-44 of the transcript. At lines 4-5 is where I repeated that the brief argued that the Conversion claim should have been labeled as Trespass and Conversion...however, there was a lot of back and forth and Judge Early and I were talking over each other. I had started talking about trespass, and she cut me off and started distinguishing conversion.

1. Trespass and Conversion.

2. In its REPLY TO OCWEN'S OPPOSITION TO CHERSUS HOLDINGS, LLC's MOTION FOR SUMMARY JUDGMENT ("Reply Brief") filed on January 13, 2019, and at the MSJ Hearing, Defendant Chersus requested, without objection, that the Court consider the Cause of Action to apply to claims for Trespass and Conversion.

With respect to

Ocwen's counsel stated the payment of insurance premiums benefited the HOA because the HOA owned the Property

At pp. 54-55, the Judge is asking Dana to explain the unjust enrichment claim. On page 55 at lines 13-24 he explains how the HOA benefited and he includes the payment of insurance premiums.

From: Paterno Jurani <pjurani@wrightlegal.net>
Sent: Tuesday, March 26, 2019 1:50 PM
To: Vernon Nelson <vnelson@nelsonlawfirmllv.com>; Ashlie Surur <ASurur@lawhjc.com>
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Hi Vernon, Ashlie,

Attached is the order with Dana's changes and comments. There are a couple of paragraphs that reference his comments at the hearing. Could you please provide us with the transcript and identify where the comments were made. Alternatively, please identify the time stamp as we have video of the hearing. Thanks.

Paterno C. Jurani, Esq.

Attorney
Licensed in Nevada and California



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Arizona, Washington, Oregon, Utah and
New Mexico**



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COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED
FOR THAT PURPOSE.

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From: Vernon Nelson [<mailto:vnelson@nelsonlawfirmllv.com>]
Sent: Tuesday, March 19, 2019 2:55 PM
To: Ashlie Surur; Paterno Jurani; Dana J. Nitz
Cc: Michelle Adams; Alexandria Raleigh; Jennifer Martinez
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Hi All- Hope you are well. I apologize for the delay in getting this out. We had some turnover and Steve Burke, Coreene Drose, and Julie Hall are no longer with the firm. Jennifer Martinez is our new Legal Assistant. Pls cc Jennifer and Michelle on all communications.

I have attached a draft of proposed Findings of Fact and Conclusions of Law.

Please review and let me know if you have any comments/changes. If you do have changes, please use the track changes feature in Word. Please do not send a list of changes for our staff to type into the document. Unfortunately, we are stretched a little thin to do that work.

Kind regards,

Vernon

EXHIBIT 2

EXHIBIT 2

Jennifer Martinez

From: Vernon Nelson
Sent: Friday, April 5, 2019 7:09 PM
To: Paterno Jurani; Ashlie Surur
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL-EX II

Hi Paterno-

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With respect to

Ocwen's counsel stated the payment of insurance premiums benefited the HOA because the HOA owned the Property

At pp. 54-55, the Judge is asking Dana to explain the unjust enrichment claim. On page 55 at lines 13-24 he explains how the HOA benefited and he includes the payment of insurance premiums.

From: Paterno Jurani <pjurani@wrightlegal.net>
Sent: Tuesday, March 26, 2019 1:50 PM
To: Vernon Nelson <vnelson@nelsonlawfirmllv.com>; Ashlie Surur <ASurur@lawhjc.com>
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Hi Vernon, Ashlie,

Attached is the order with Dana's changes and comments. There are a couple of paragraphs that reference his comments at the hearing. Could you please provide us with the transcript and identify where the comments were made. Alternatively, please identify the time stamp as we have video of the hearing. Thanks.

Paterno C. Jurani, Esq.

Attorney
Licensed in Nevada and California



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**Wright, Finlay & Zak: Your Western
Regional Counsel for California, Nevada,
Arizona, Washington, Oregon, Utah and
New Mexico**



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From: Vernon Nelson [<mailto:vnelson@nelsonlawfirmllv.com>]
Sent: Tuesday, March 19, 2019 2:55 PM
To: Ashlie Surur; Paterno Jurani; Dana J. Nitz
Cc: Michelle Adams; Alexandria Raleigh; Jennifer Martinez
Subject: RE: Ocwen v. Chersus; A-14-696357-C - Proposed FFCL

Hi All- Hope you are well. I apologize for the delay in getting this out. We had some turnover and Steve Burke, Coreene Drose, and Julie Hall are no longer with the firm. Jennifer Martinez is our new Legal Assistant. Pls cc Jennifer and Michelle on a communications.

I have attached a draft of proposed Findings of Fact and Conclusions of Law.

Please review and let me know if you have any comments/changes. If you do have changes, please use the track changes feature in Word. Please do not send a list of changes for our staff to type into the document. Unfortunately, we stretched a little too thin to do that work.

Kind regards,

Vernon

Exhibit 25

Exhibit 25

Exhibit 25

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

* * *

WELLS FARGO BANK, N.A., AS
TRUSTEE FOR THE POOLING AND
SERVICING AGREEMENT DATED AS
OF AUGUST 1 2005 PARK PLACE
SECURITIES, INC. ASSET BACKED
PASS THROUGH CERTIFICATES
SERIES 2005-WHQ4,

Plaintiff,

v.

FIRST 100, LLC, *et al.*,

Defendants.

Case No. 3:17-cv-00062-MMD-WGC

ORDER

AND ALL RELATED ACTIONS

I. SUMMARY

This dispute arises from the foreclosure sale of property to satisfy a homeowners' association lien. Before the Court is Plaintiff Wells Fargo, N.A., as Trustee for the Pooling and Servicing Agreement dated as of August 1 2005 Park Place Securities, Inc. asset backed pass through certificates series 2005-WHQ4's motion for summary judgment (the "Motion").¹ (ECF No. 50.) Because the Court is persuaded that Plaintiff is entitled to equitable relief—because the homeowners' association sale at issue here was at least slightly unfair and included a low sale price—and as further explained below, the Court will grant the Motion.

II. BACKGROUND

The following facts are undisputed unless otherwise indicated.

¹The Court has reviewed the responses to the Motion filed by Defendant Canyon Hills Landscaping Maintenance Association, Inc. ("HOA"), and Defendant and Third-Party Defendant Omni Financial, LLC ("Omni"), and Plaintiff's replies thereto. (ECF Nos. 53, 57, 58, 64.) The other parties to this case did not file responses to Plaintiff's Motion.

AA3017

A. Deed of Trust History

Adam R. Meyer (“Borrower”) purchased property located within the HOA at 17745 Sapphire Canyon Court, Reno, Nevada 89506 (the “Property”), on June 20, 2005. (ECF No. 50 at 3.) To purchase the Property, Borrower executed a note secured by a first deed of trust (“DOT”) in exchange for \$236,438.00. (*Id.* at 3-4.) The DOT was assigned to Plaintiff on May 19, 2014. (*Id.* at 4.)

B. HOA Lien, Foreclosure, First 100 Loans, and Subsequent Sale

Borrower failed to pay HOA assessments, and the HOA recorded a notice of delinquent assessment lien on the Property through its agent on July 19, 2012. (*Id.* at 4.) On September 12, 2012, the HOA’s agent recorded a Notice of Default and Election to Sell pursuant to the delinquent assessment lien against the Property on behalf of the HOA. (*Id.*) On January 14, 2013, the HOA’s agent recorded a Notice of Foreclosure Sale pursuant to the delinquent assessment lien against the Property on behalf of the HOA. (*Id.*)

The HOA’s agent held the foreclosure sale on the HOA’s behalf on August 17, 2013, a Saturday, at 9:00 a.m., at 75 Court Street, Reno, Nevada, 89501 (the “HOA Sale”). (*Id.* at 4, 19; *see also* ECF No. 64-1 at 12.) Defendant First 100, LLC purchased the Property for \$100. (ECF No. 50 at 4; *see also* ECF No. 50-7 at 8.) First 100 was the only bidder at the HOA Sale. (ECF No. 50-7 at 7-8.)

First 100 then used the Property as some of the collateral it needed to get two loans. Omni gave First 100 \$5,000,000 on May 27, 2014. (ECF No. 27-7 at 2.) Another Third-Party Defendant, Colgan Financial Group, Inc. (“Colgan”), gave First 100 \$750,000 on June 10, 2014. (ECF No. 27-8 at 2.) Omni and Colgan recorded deeds of trust corresponding to these loans against the Property. (ECF Nos. 27-7, 27-8.)

First 100 then sold its interest in the Property to Defendants and Third-Party Plaintiffs Bradley L. Foote and Stephen B. Kehres (“Buyers”) on October 21, 2014. (ECF No. 50 at 3, 4.)

1 **C. The Factoring Agreement**

2 Meanwhile, on July 10, 2013, the HOA, First 100, and United Legal Services, Inc.
 3 (“United”) entered into the Purchase and Sale Agreement (the “Factoring Agreement”).
 4 (ECF No. 50-3.) *See also W. Sunset 2050 Tr. v. Nationstar Mortg., LLC*, 420 P.3d 1032,
 5 1036 (Nev. 2018) (referring to a similar agreement to which First 100 was also a party as
 6 a factoring agreement). “A factoring agreement is the sale of accounts receivable of a firm
 7 to a factor at a discounted price.” *W. Sunset 2050 Tr.*, 420 P.3d at 1036 (internal quotation
 8 marks and citation omitted). “Such an agreement accords the seller two immediate
 9 advantages: (1) immediate access to cash; and (2) the factor [here, First 100] assumes
 10 the risk of loss.” *Id.* Generally speaking, in the Factoring Agreement, the HOA sold First
 11 100 its interest in any past-due assessments owed on the Property, and several other
 12 homes, as specified in the Factoring Agreement and exhibits to the Factoring Agreement.
 13 (ECF No. 50-3 at 3.) In other words, the HOA sold First 100 its right to collect on debts for
 14 less than the amount of those debts. (*Id.* at 14 (providing that First 100 would pay \$240
 15 for the right to collect \$480 in past-due assessments and \$1,600.55 in collection fees on
 16 the Property).) In addition, the Factoring Agreement generally designated United as the
 17 agent who would carry out any homeowners’ association foreclosure sales on the
 18 properties—including the Property—covered by the Factoring Agreement. (*Id.* at 3.)

19 However, the Factoring Agreement also contained certain clauses more specifically
 20 bearing on the HOA Sale. Notably, the Factoring Agreement included a clause providing,
 21 in the event of a foreclosure sale, that the HOA agreed to place a pre-set opening credit
 22 bid with United of \$99. (*Id.* at 5 (§ 3.02(l)).) Further, in that same clause, the HOA agreed
 23 to authorize United to start the auction for the Property at that price, and agreed not to bid
 24 any higher. (*Id.*)

25 **D. Procedural History**

26 Plaintiff filed the Complaint on January 31, 2017, asserting the following claims: (1)
 27 quiet title/declaratory relief; (2) declaratory relief that NRS 116.3116, *et seq.* is
 28

1 unconstitutional because it violates Plaintiff's due process rights; (3) quiet title based on
 2 Plaintiff's due process argument; (4) permanent and preliminary injunction against Buyers;
 3 and (5) unjust enrichment against Buyers. (ECF No. 1 at 9-14.)

4 Buyers counterclaimed against Plaintiff for unjust enrichment and equitable
 5 mortgage, seeking a decree quieting title to the Property in Buyers' favor free and clear of
 6 Plaintiff's liens and claims—most notably, the DOT. (ECF No. 11.) Further, Buyers filed a
 7 Third-Party Complaint against Omni and Colgan for quiet title and equitable mortgage,
 8 seeking to establish that Buyers also owned the Property free and clear of Omni and
 9 Colgan's claims and liens on the Property. (ECF No. 27.)

10 Plaintiff moved for summary judgment only on its first claim for quiet title/declaratory
 11 relief. (ECF No. 50 at 20-21.) In its Motion, Plaintiff seeks a declaration that the DOT
 12 continues to encumber the Property. (*Id.*) However, in the alternative event that the Court
 13 were to deny the Motion, Plaintiff stated it seeks summary judgment on its wrongful
 14 foreclosure and unjust enrichment claims. (*Id.*) As noted above, only the HOA and Omni
 15 filed responses to Plaintiff's Motion, while First 100, Buyers, and Colgan did not.

16 **III. LEGAL STANDARD**

17 "The purpose of summary judgment is to avoid unnecessary trials when there is no
 18 dispute as to the facts before the court." *Nw. Motorcycle Ass'n v. U.S. Dep't of Agric.*, 18
 19 F.3d 1468, 1471 (9th Cir. 1994). Summary judgment is appropriate when the pleadings,
 20 the discovery and disclosure materials on file, and any affidavits "show that there is no
 21 genuine issue as to any material fact and that the moving party is entitled to a judgment
 22 as a matter of law." *Celotex Corp. v. Catrett*, 477 U.S. 317, 322 (1986). An issue is
 23 "genuine" if there is a sufficient evidentiary basis on which a reasonable fact-finder could
 24 find for the nonmoving party and a dispute is "material" if it could affect the outcome of the
 25 suit under the governing law. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986).
 26 Where reasonable minds could differ on the material facts at issue, however, summary
 27 judgment is not appropriate. *See id.* at 250-51. "The amount of evidence necessary to
 28

1 raise a genuine issue of material fact is enough ‘to require a jury or judge to resolve the
 2 parties’ differing versions of the truth at trial.’” *Aydin Corp. v. Loral Corp.*, 718 F.2d 897,
 3 902 (9th Cir. 1983) (quoting *First Nat’l Bank v. Cities Serv. Co.*, 391 U.S. 253, 288-89
 4 (1968)). In evaluating a summary judgment motion, a court views all facts and draws all
 5 inferences in the light most favorable to the nonmoving party. *See Kaiser Cement Corp.*
 6 *v. Fishbach & Moore, Inc.*, 793 F.2d 1100, 1103 (9th Cir. 1986).

7 The moving party bears the burden of showing that there are no genuine issues of
 8 material fact. *See Zoslaw v. MCA Distrib. Corp.*, 693 F.2d 870, 883 (9th Cir. 1982). Once
 9 the moving party satisfies Rule 56’s requirements, the burden shifts to the party resisting
 10 the motion to “set forth specific facts showing that there is a genuine issue for trial.”
 11 *Anderson*, 477 U.S. at 256. The nonmoving party “may not rely on denials in the pleadings
 12 but must produce specific evidence, through affidavits or admissible discovery material, to
 13 show that the dispute exists,” *Bhan v. NME Hosps., Inc.*, 929 F.2d 1404, 1409 (9th Cir.
 14 1991), and “must do more than simply show that there is some metaphysical doubt as to
 15 the material facts.” *Orr v. Bank of Am., NT & SA*, 285 F.3d 764, 783 (9th Cir. 2002) (quoting
 16 *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586 (1986)). “The mere
 17 existence of a scintilla of evidence in support of the plaintiff’s position will be insufficient.”
 18 *Anderson*, 477 U.S. at 252.

19 **IV. DISCUSSION**

20 Because the Court finds that Plaintiff is entitled to equitable relief—setting aside the
 21 foreclosure sale—the Court only addresses Plaintiff’s equitable relief argument here.

22 Plaintiff argues in relevant part that equitable relief is warranted. (ECF No. 50 at
 23 17-20.) The Nevada Supreme Court has held that “courts retain the power to grant
 24 equitable relief from a defective foreclosure sale[.]” *Shadow Wood Homeowners Ass’n v.*
 25 *New York Cmty. Bancorp.*, 366 P.3d 1105, 1110 (Nev. 2016). For instance, a court may
 26 set aside a sale where there is inadequacy of price as well as proof of slight evidence of
 27 fraud, unfairness, or oppression. *See Nationstar Mortg., LLC v. Saticoy Bay LLC Series*
 28

1 2227 *Shadow Canyon*, 405 P.3d 641, 643, 648 (Nev. 2017) (stating as well that
2 inadequacy of price “should be considered with any alleged irregularities in the sale
3 process to determine whether the sale was affected by fraud, unfairness, or oppression”).

4 Plaintiff more specifically argues that equitable relief is warranted because: (1) the
5 Property’s sale price at the HOA Sale was extremely low; (2) the HOA sale took place on
6 a Saturday, outside of normal business hours; and (3) the Factoring Agreement shows
7 that the HOA colluded with First 100 to sell the Property to First 100 at an unreasonably
8 low price. (ECF No. 50 at 17-20.) The HOA responds that the HOA Sale was not unfair
9 because nothing prevented Plaintiff from attending and bidding, the HOA Sale served the
10 public policy interest of protecting the HOA’s community from undue financial burdens,
11 and—further addressed below—the Nevada Supreme Court recently sanctioned a similar
12 factoring agreement. (ECF No. 57 at 8-9.) Omni counters Plaintiff’s arguments by arguing
13 that Plaintiff’s appraisal report on the Property is entitled to little weight, the HOA Sale did
14 not have to be commercially reasonable, and the notices provided to Plaintiff regarding
15 the HOA sale did not have to provide a breakdown isolating the superpriority loan amount.
16 (ECF No. 53 at 6-10.) The Court agrees with Plaintiff, especially considering that Omni
17 does not respond to Plaintiff’s collusion argument at all, and the HOA only responds to it
18 unpersuasively.

19 The Court finds that Plaintiff is entitled to its requested equitable relief—a
20 declaration that the HOA Sale is invalid and should be set aside—because the undisputed
21 evidence supports a finding of: (1) a grossly low sale price as a matter of law; and (2) at
22 least slight evidence of unfairness. *See Shadow Canyon*, 405 P.3d at 648. Plaintiff offered
23 undisputed evidence that the Property was sold for \$100 at the HOA Sale,² which was
24 significantly below the fair market value of the Property at the time. (ECF No. 50-7 at 8.)

26 ²Apparently, Plaintiff cannot definitively say this was the price, but offered evidence
27 in the form of deposition testimony where United’s 30(b)(6) designee, who conducted the
28 HOA Sale, said First 100 bought the Property for \$100. (ECF No. 50-7 at 2, 8.) No other
party offered any evidence to the contrary.

1 As support for the latter, Plaintiff provided an appraisal report showing the Property was
 2 worth \$192,000 at the time of the HOA Sale. (ECF No. 50-6 at 4.) And while Omni attacks
 3 the accuracy of the appraisal report (ECF No. 53 at 8-9), neither Omni nor the HOA offers
 4 any evidence of any other fair market value of the Property at the time of the HOA Sale.
 5 Thus, the Court concludes the large discrepancy between the price First 100 paid at the
 6 HOA Sale and the Property's market value at the time demonstrates the price was grossly
 7 inadequate as a matter of law. But this alone is not enough to grant equitable relief.

8 In addition, the Court is persuaded the terms of the Factoring Agreement as they
 9 relate to the HOA Sale support a finding of evidence that the HOA Sale was unfair. Such
 10 terms suggest the HOA colluded with First 100 to ensure First 100 could purchase the
 11 Property for an unreasonably low price. In the Factoring Agreement, the HOA agreed to
 12 set a minimum opening bid of \$99, and then never bid higher.³ (ECF No. 50-3 at 5.) And
 13 First 100 purchased the Property at the HOA Sale for only \$1 more—\$100. (ECF No. 50-
 14 7 at 8.) This is at least slight evidence of collusion, which is unfairness that—coupled with
 15 the significantly low sale price—justifies setting the HOA Sale aside. *See Shadow Canyon*,
 16 405 P.3d at 648 n.11 (listing “collusion between the winning bidder and the entity selling
 17 the property” as an example of unfairness meriting setting the sale aside). This being the
 18 case, the Court need not—and does not—address most of the parties' other arguments
 19 regarding Plaintiff's request for equitable relief.

20 But the Court will address the HOA's reliance on *W. Sunset 2050 Tr.*, 420 P.3d
 21 1032, where the HOA argues the Nevada Supreme Court upheld a factoring agreement
 22 similar to the one at issue here (First 100 was also a party to that case). (ECF No. 57 at
 23 8.) *W. Sunset 2050 Tr.* does not change the Court's analysis because there, the Nevada
 24 Supreme Court did not address the factoring agreement in the context of a lender seeking

25
 26 ³While there may be sound reasons for the HOA to enter into the Factoring
 27 Agreement and the HOA may receive other benefits unrelated to the assessments owed
 28 on the Property in return for First 100's services, it seems fundamentally unfair that the
 HOA agreed to limit the range of the bidding price at a foreclosure sale that is statutorily
 authorized to protect the HOA's superpriority portion of its lien to essentially \$100 and
 effectively abolish all prior liens.

1 equitable relief to set aside a homeowner's association sale, using the factoring
2 agreement as evidence of collusion. *W. Sunset 2050 Tr.*, 420 P.3d at 1035-37 (addressing
3 the lender's argument that the factoring agreement deprived the HOA of standing to
4 foreclose). Thus, in *W. Sunset 2050 Tr.*, the Nevada Supreme Court simply was not faced
5 with the argument the Court faces here. The Court is also persuaded that a more recent
6 unpublished disposition from the Nevada Supreme Court should not change its analysis—
7 *Nationstar Mortg., LLC v. Kal-Mor-USA, LLC*, 422 P.3d 707 (Table), 2018 WL 3491415
8 (Nev. 2018)—which no party cited in its briefing. *Kal-Mor* also involved a factoring
9 agreement, and the Nevada Supreme Court rejected the lender's argument it was entitled
10 to equitable relief, but did so because the lender failed "to point to any evidence
11 demonstrating fraud, unfairness, or oppression." *Kal-Mor*, 2018 WL 3491415 at *2; *but see*
12 *id.* at *2 n.3 (suggesting the lender presented a similar argument to the one here). Here,
13 unlike in *Kal-Mor*, Plaintiff connected the dots to show slight evidence demonstrating
14 unfairness—Plaintiff persuasively argues the Factoring Agreement shows that the HOA
15 and First 100 colluded. The Court agrees with Plaintiff that Plaintiff has shown at least
16 slight evidence of unfairness, and these recent Nevada Supreme Court decisions do not
17 alter the Court's analysis. (ECF No. 64 at 7-8.)

18 The Court therefore finds Plaintiff is entitled to equitable relief—a declaration that
19 the HOA Sale is invalid and the DOT continues to encumber the Property.

20 In its Complaint, Plaintiff requests a declaration that the HOA Sale was unlawful
21 and should be set aside. (ECF No. 1 at 10-11.) The other relief requested (except for
22 injunctive relief) is requested in the alternative. Given that Plaintiff has received the relief
23 it requested, the Court dismisses Plaintiff's remaining claims as moot. *See, e.g., Bank of*
24 *Am., N.A. v. Regency Vill. Owner's Ass'n, Inc.*, Case No. 2:16-cv-00496-GMN-CWH, 2017
25 WL 3567520, at *3 (D. Nev. Aug. 17, 2017), *appeal dismissed sub nom. Bank of Am., N.A.*
26 *v. Martinez-Aviles*, Case No. 17-16893, 2018 WL 1401865 (9th Cir. Mar. 2, 2018) (taking
27 this approach under similar circumstances).

V. CONCLUSION

The Court notes that the parties made several arguments and cited to several cases not discussed above. The Court has reviewed these arguments and cases and determines that they do not warrant discussion as they do not affect the outcome of the Motion before the Court.

It is therefore ordered that Plaintiff's motion for summary judgment (ECF No. 50) is granted. The Court declares that the HOA Sale is invalid and should be set aside, and Plaintiff's DOT continues to encumber the Property.

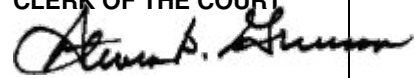
It is further ordered that Plaintiff's remaining claims are dismissed as moot.

It is further ordered that all parties to this case must file a joint status report within ten days of entry of this order, identifying which claims remain following the Court's decision herein, and against whom those claims are asserted.

DATED THIS 25th day of February 2019.



MIRANDA M. DU
UNITED STATES DISTRICT JUDGE



SUPP

WRIGHT, FINLAY & ZAK, LLP

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Nevada Bar No. 0050

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Attorneys for Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Plaintiff,

vs.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; FIRST 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, a Foreign Limited Liability
Company; UNITED LEGAL SERVICES, INC.,
a Domestic Corporation; DOES I through X;
and ROE CORPORATIONS XI through XX,
inclusive,

Defendants.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

vs.

OCWEN LOAN SERVICING, LLC, a Foreign
Limited Liability Company,

Case No.: A-14-696357-C

Dept. No.: IV

**OCWEN LOAN SERVICING, LLC'S
NOTICE OF SUPPLEMENTAL
AUTHORITY IN SUPPORT OF
MOTION TO ALTER OR AMEND
JUDGMENT AND FOR
RECONSIDERATION PURSUANT TO
NRCP 59 AND 60**

Counter-Defendants.

COMES NOW Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC (hereinafter “Ocwen”), by and through its attorneys of record, Dana Jonathon Nitz, Esq. and Paterno C. Jurani, Esq., of the law firm of Wright, Finlay & Zak, LLP, and hereby submits its Notice of Supplemental Authority in Support of Motion to Alter or Amend Judgment and for Reconsideration Pursuant to NRCP 59 and 60 (“Motion”).

On August 27, 2019, the Nevada Supreme Court issued its Order of Affirmance in *Lahrs Family Trust v. JPMorgan Chase Bank, N.A.*, Case No. 74059 (Nev. Aug 27, 2019) (“*Lahrs*”) (unpublished), a copy of which is attached hereto as **Exhibit 1**.

The *Lahrs* decision provides new authority for questions at issue in the pending Motion pertaining to the purchase of the Property by First 100 and the agreement that served as the mechanism for doing so, including the argument that, “[T]he HOA Sale was rendered commercially unreasonable not because of the existence of the PSA, but because its provisions intentionally suppressed the sale price.” Motion at 9:5. *Lahrs* further supports the argument in Ocwen’s Reply, entitled, “The Intentional Suppression of the Sale Price through a Provision of the PSA is at Least Slight Evidence of Collusion and Unfairness, Supporting a Finding of Commercial Unreasonableness.” Reply at 6:23.

Specifically, the *Lahrs* order, which found a “problem” in the First 100 agreement because “the agreement required the collection agent to set the opening bid at \$99, and that the HOA credit bid the opening bid amount but agreed “not to bid any higher.” *Id.* at 3. The Court held that this provision, with a gross disparity in price, suggested unfairness that affected the sale. *See id.* This is among the arguments made by Ocwen in this case about the First 100 agreement. *See, e.g.*, Motion at 9:7-9 (“[T]he HOA promised that it would not send anyone to the HOA Sale to bid ‘in any amount in excess of the Opening Bid’ of \$99.”) The facts presented in Ocwen’s Motion, and in its Motion for Summary Judgment, were undisputed, and

///

///

1 according to the *Lahrs* order, “establish as a matter of law the ‘very slight’ evidence of fraud,
2 oppression, or unfairness required to set aside a sale on equitable grounds” when combined with
3 the unreasonably low sale price of \$3,500. Motion at 10:3-10; Ocwen’s MSJ at 14:22-24.

4 DATED this 6 day of September, 2019.

5 WRIGHT, FINLAY & ZAK, LLP

6 /s/ Paterno C. Jurani, Esq.

7 Dana Jonathon Nitz, Esq.

8 Nevada Bar No. 0050

9 Paterno C. Jurani, Esq.

10 Nevada Bar No. 8136

11 7785 W. Sahara Ave., Suite 200

12 Las Vegas, Nevada 89117

13 *Attorneys for Plaintiff/Counter-Defendant, Ocwen*
14 *Loan Servicing, LLC*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 6th day of September, 2019, I did cause a true copy of **OCWEN LOAN SERVICING, LLC'S NOTICE OF SUPPLEMENTAL AUTHORITY IN SUPPORT OF MOTION TO ALTER OR AMEND JUDGMENT AND FOR RECONSIDERATION PURSUANT TO NRCP 59 AND 60** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFCR 9, addressed as follows:

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/s/ Faith Harris

An Employee of WRIGHT, FINLAY & ZAK, LLP

EXHIBIT 1

EXHIBIT 1

IN THE SUPREME COURT OF THE STATE OF NEVADA

LAHRS FAMILY TRUST,
Appellant,
vs.
JPMORGAN CHASE BANK, N.A.,
Respondent.

No. 74059

FILED

AUG 27 2019

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

ORDER OF AFFIRMANCE

This is an appeal from a final judgment entered on cross-motions for summary judgment in an action to quiet title. Eighth Judicial District Court, Clark County; Douglas Smith, Judge. Reviewing the challenged summary judgment order de novo, *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005), we affirm.

The district court granted summary judgment to the first deed-of-trust holder, respondent JPMorgan Chase Bank, N.A. (Chase), and against appellant Lahrs Family Trust (the Trust), which purchased the property from the entity that purchased the property at a homeowners' association (HOA) lien foreclosure sale. The district court gave alternative reasons for its decision. We affirm on the basis that the foreclosure sale did not extinguish Chase's deed of trust (DOT) on the property because the \$100 sale price for a property valued at \$374,000 was grossly inadequate and the sale was marred by fraud, oppression, or unfairness. And, as the district court correctly held, the fact the Trust acquired the property with notice of the dispute between its seller and Chase defeats the Trust's claim to be a bona fide purchaser for value.

To obtain equitable relief based on an allegedly defective sale, the party challenging the sale must demonstrate that there was an

inadequate sales price and make a showing of fraud, oppression, or unfairness. See *Shadow Wood Homeowners Ass'n, Inc. v. N.Y. Cmty. Bancorp. Inc.*, 132 Nev. 49, 56, 366 P.3d 1105, 1110 (2016); *Nationstar Mortg., LLC v. Saticoy Bay LLC Series 2227 Shadow Canyon*, 133 Nev. 740, 747-49, 405 P.3d 641, 647-48 (2017). The scale is a sliding one. “[W]here the inadequacy [of price] is palpable and great, very slight additional evidence of unfairness or irregularity is sufficient to authorize the granting of the relief sought.” *Nationstar*, 133 Nev. at 749, 405 P.3d at 648 (quoting *Golden v. Tomiyasu*, 79 Nev. 503, 515, 387 P.2d 989, 995 (1963)). On appeal, the Trust challenges Chase’s entitlement to equitable relief from the foreclosure sale.

Addressing the sale price first, the relevant price is not, as the Trust argues, the \$200,000 it paid to buy the property from the entity that purchased it at the HOA foreclosure sale. Rather, we must look to the \$100 the Trust’s predecessor-in-interest, First 100, LLC (F100), paid to purchase the property at the foreclosure sale. Comparing F100’s winning bid amount of \$100 to the \$374,000 value of the property, the inadequacy of price was palpable and great. See *id.* at 747-50, 405 P.3d at 647-49 (discussing how a district court evaluates price inadequacy in the foreclosure sale context).

Turning to the evidence of fraud, oppression, or unfairness, Chase first points to an agreement the HOA entered into with F100 wherein the HOA sold its interest in both future and current delinquent HOA assessments. That the HOA entered into a factoring agreement with F100 does not cast doubt on the legitimacy of the foreclosure sale. See *W. Sunset 2050 Tr. v. Nationstar Mortg. LLC*, 134 Nev. 352, 355-57, 420 P.3d 1032, 1035-37 (2018) (rejecting argument that the factoring agreement deprived the HOA of standing to foreclose or impermissibly split the lien; adding that,

“Nationstar has provided no argument as to why, as a practical or policy matter, we should discourage HOAs from executing factoring agreements [since s]uch agreements serve the valid purpose of providing HOAs with immediate access to cash, thus helping them meet their perpetual upkeep obligations”). But the problem in this case is not with the existence of a factoring agreement. The problem is that the agreement required the collection agent to set the opening bid at \$99, and that the HOA credit bid the opening bid amount but agreed “not to bid any higher.” Given the gross disparity of price to value—\$100 to \$374,000—we agree with Chase that these facts suggest that there was some unfairness in the foreclosure process that affected the sale. *See Las Vegas Dev. Grp., LLC v. Yfantis*, 173 F. Supp. 3d 1046, 1058 (D. Nev. 2016) (noting that collusion between the winning bidder and the entity selling the property may constitute fraud, oppression, or unfairness). The lack of competitive bidding and inadequate sale price further suggest that this unfairness chilled bidding on the property. *See Country Exp. Stores, Inc. v. Sims*, 943 P.2d 374, 378 (Wash. Ct. App. 1997) (noting that one type of chilled bidding “is intentional, occurring where there is collusion for the purpose of holding down the bids,” and that “[t]o establish chilled bidding, the challenger must establish the bidding was actually suppressed, which can sometimes be shown by an inadequate sales price”) (citing to G. Nelson & D. Whitman, *Real Estate Finance Law* § 7.21 (3d ed. 1994)); *S. Capital Pres., LLC v. GSAA Home Equity Tr.*, Docket No. 72461 (Order of Reversal and Remand, Mar. 15, 2018) (holding that evidence of competitive bidding that increased the initial opening bid by more than \$16,000 supported an inference that bidding was not chilled by any alleged unfairness).

Chase also points to a pre-foreclosure letter sent by the HOA's agent, which stated, "[t]he Association's Lien for Delinquent Assessments is Junior only to the Senior Lender/Mortgage Holder. This Lien may affect your position." As other courts have noted, this type of letter may constitute unfairness because it gives the impression that a purchase would remain subject to the first DOT on the property. See *ZYZZX2 v. Dizon*, No. 2:13-CV-1307, 2016 WL 1181666, at *5 (D. Nev. Mar. 25, 2016). A foreclosure sale that does not extinguish the first deed of trust but leaves it intact produces a lower bid price, because any buyer would take subject to the first deed of trust. And, at the very least, the letter suggested that the HOA was seeking to foreclose only on the subpriority portion of the lien, thereby lulling Chase into believing its senior lien was not in jeopardy.

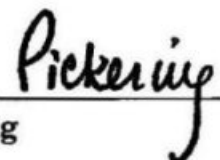
The Trust disputes the significance of the foregoing facts but not the sufficiency of the record to establish them as undisputed. Together, these facts establish as a matter of law the "very slight" evidence of fraud, oppression, or unfairness required to set aside a sale on equitable grounds when, as in this case where a property valued at \$374,000 sold for \$100, the inadequacy of price was "palpable and great." *Nationstar*, 133 Nev. at 749, 405 P.3d at 648 (quoting *Golden*, 79 Nev. at 515, 387 P.2d at 995).

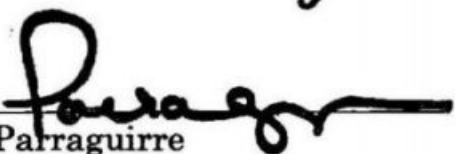
The Trust also argues that the sale should not be set aside because it is a bona fide purchaser for value. See *Shadow Wood*, 132 Nev. at 63, 366 P.3d at 1114 ("When sitting in equity, . . . courts must consider the entirety of the circumstances that bear upon the equities."). The district court did not err in rejecting this argument as a matter of law on the undisputed record facts shown. Under Nevada's recording statute, subsequent purchasers "with notice, actual or constructive, of an interest in the land superior to that which he is purchasing is not a purchaser in good

faith." *Allison Steel Mfg. Co. v. Bentonite, Inc.*, 86 Nev. 494, 499, 471 P.2d 666, 669 (1970); NRS 111.320. The Trust bought the property from its predecessor-in-interest, F100, mid-litigation between Chase and F100. The agreement governing the sale of the property from F100 to the Trust notified the Trust that it must file a quiet title action to extinguish the first DOT on the property and that, if that action was unsuccessful, "THE COURT MAY ORDER THAT THE FIRST DEED OF TRUST SURVIVED THE HOA LIEN AUCTION." This information was sufficient to put the Trust "on inquiry which if prosecuted with ordinary diligence would [have] [led] to actual knowledge," of Chase's DOT. *Allison Steel* at 497-98, 471 P.2d at 668-69 (internal quotation marks omitted) ("Constructive notice is that which is imparted to a person upon strictly legal inference of matters which he necessarily ought to know, or which, by the exercise of ordinary diligence, he might know." (internal quotation marks omitted)). As the Trust had constructive notice of Chase's potential competing claim to the property, the district court correctly held as a matter of law it was not a bona fide purchaser.

Accordingly, we

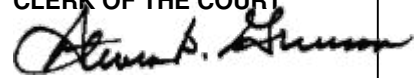
ORDER the judgment of the district court AFFIRMED.

_____, J.
Pickering

_____, J.
Parraguirre

_____, J.
Cadish

cc: Hon. Douglas Smith, District Judge
Jeffrey R. Albregts, LLC
Smith Larsen & Wixom
Eighth District Court Clerk



OPPM
VERNON A. NELSON, JR., ESQ.
Nevada Bar No.: 6434
THE LAW OFFICE OF VERNON NELSON
6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103
Tel.: 702-476-2500
Fax.: 702-476-2788
E-mail: vnelson@nelsonlawfirmly.com
Attorney for Defendant Chersus Holdings, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Case No.: A-14-696357-C
Dept No.: IV

Plaintiff,

v.

**RESPONSE TO OCWEN LOAN
SERVICING, LLC'S NOTICE OF
SUPPLEMENTAL AUTHORITY**

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; First 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, A Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive

Defendant.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Counter-Defendants.

1 Comes now, Chersus Holdings, LLC ("Chersus") by and through its attorney of record, the
2 Law Office of Vernon Nelson, and hereby submits this response to the Notice Of Supplemental
3 Authority filed by defendant Ocwen loan servicing LLC.

4 In submitting the supplemental authority of *Lahrs Family Trust v. J.P. Morgan Chase*, Case
5 No. 74059 (Nev. August 27, 2019 ("*Lahrs*")), Defendant argues the courts finding, in the Lahrs case,
6 that there was a great disparity in price, the minimum bid price of the factoring agreement was limited
7 to \$99, and the HOA was prohibited from credit bidding, is relevant to the current case. However,
8 Ocwen's submission fails to point to numerous facts that distinguish this case from *Lahrs*.

9 For example, in *Lahrs*, the court found that bidding at the HOA sale was actually chilled by the
10 \$99 opening bid, the fact that the HOA could not credit bid, and the HOA's agent sent out a pre-
11 foreclosure letter which stated the HOA lien is Junior only to the senior lender/mortgage holder.
12 Unlike *Lahrs*, there is no evidence in this case that the \$99 sales price and the limit of the HOA's right
13 to credit bid actually chilled the bidding price. To the contrary, attorney Robert Atkinson testified that
14 the HOA did not want to credit bid because it did not want to take ownership, possession, or
15 responsibility for maintaining the property. The HOA wanted a new owner to take over the property,
16 and become an active dues-paying member of the Association. Also, unlike *Lahrs*, the HOA in this
17 case did not send a letter indicating that the HOA lien was junior to the senior lender/mortgage holder.
18 Most importantly, Robert Atkinson testified the bidding at the HOA sale was active in the property
19 sold for approximately \$3500.

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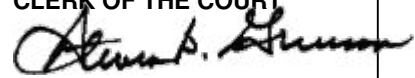
28

1 Plaintiff respectfully submits the bars is clearly distinguishable from this case and the facts of
2 this case are consistent with and governed by the court's holding in 2050 W. Sunset trust versus nation
3 star, 420 P. 3d1032 (and EV. 2018). Accordingly, defendants motion for reconsideration must be
4 denied.

5 DATED this 18th day of September,
6 2019

7 THE LAW OFFICE OF VERNON NELSON

8 By: /s/ Vernon Nelson
9 VERNON A. NELSON, JR., ESQ.
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11 6787 W. Tropicana Ave., Suite 103
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14 Fax: 702-476-2788
15 E-Mail: ynelson@nelsonlawfirmnv.com
16 *Attorneys for Plaintiffs*
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27
28



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Attorney for Cherus Holdings, LLC.

DISTRICT COURT

COUNTY OF CLARK, STATE OF NEVADA

OCWEN LOAN SERVICING, LLC, a
foreign Limited Liability Company,
Plaintiff,

Case No.: A-14-696357-C
Dept No.: IV

v.

**MEMORANDUM OF COSTS AND
DISBURSEMENTS**

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; First 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, A Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive
Defendant,

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,
Counterclaimant,

MEMORANDUM OF COSTS AND DISBURSEMENTS

Cherus Holdings, LLC., a Nevada limited liability company, by and through its attorney
of record, Vernon A. Nelson, Jr., Esq, hereby submit the following Memorandum of Costs and
Disbursements to be recovered against Defendants:

<u>DESCRIPTION</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>MC Exhibit # or</u> <u>On Invoice</u>
Filing Fee	10/02/2017	\$3.50	On Invoice

AA3040

1	Document Access Fees	12/13/2017	\$13.97	On Invoice
2	Filing Fee	03/01/2017	\$3.50	On Invoice
3	Deposition Transcript	01/09/2018	535.27	MC Exhibit 9
4	Copying Charges	02/22/2018	\$15.00	On Invoice
5	Deposition Transcripts	03/01/2018	\$527.24	MC Exhibit 2
6	Filing Fee	03/02/2018	\$3.50	On Invoice
7	Filing Fee	03/09/2018	\$3.50	On Invoice
8	Filing Fee	03/10/2018	\$3.50	On Invoice
9	Filing Fee	03/12/2018	\$3.50	On Invoice
10	Copying Charges	04/09/2018	\$21.90	On Invoice
11	Document Access Fees	05/17/2019	\$23.32	On Invoice
12	Document Access Fees	06/28/2019	\$24.97	On Invoice
13	Deposition Transcripts	07/16/2018	\$368.80	MC Exhibit 8
14	Deposition Transcripts	08/22/2018	\$357.77	MC Exhibit 11
15	Deposition Transcripts	08/30/2018	\$554.07	MC Exhibit 11
16	Document Access Fees	10/19/2018	\$16.80	On Invoice
17	Copying Charges	10/20/2018	\$25.80	On Invoice
18	Postage	10/20/2018	\$1.56	On Invoice
19	Research Charges	11/01/2018	\$70.00	On Invoice
20	Research Charges	11/15/2018	\$85.00	On Invoice
21	Research Charges	11/16/2018	\$75.00	On Invoice
22	Research Charges	01/02/2019	\$275.00	On Invoice
23	Filing Fee	01/03/2019	\$3.50	On Invoice
24	Research Charges	01/04/2019	\$136.00	On Invoice
25	Filing Fee	01/04/2019	\$3.50	On Invoice
26	Research Charges	01/05/2019	\$134.00	On Invoice
27	Copying Charges	01/09/2019	\$38.90	On Invoice
28				

1	Research Charges	01/10/2019	\$150.00	On Invoice
2	Filing Fee	01/11/2019	\$3.50	On Invoice
3	Research Charges	01/17/2019	\$153.00	On Invoice
4	Court Runner Services	01/18/2019	\$92.00	MC Exhibit 5
5	Research Charges	01/23/2019	\$170.00	On Invoice
6	Independent Transcriber Charges	01/30/2019	\$378.63	MC Exhibit 1
7	Research Charges	01/31/2019	\$147.00	On Invoice
8	Court Runner Services	02/15/2019	\$117.00	MC Exhibit 3
9	Court Runner Services	02/22/2019	\$30.00	MC Exhibit 4
10	Copying Charges	03/15/2019	\$20.80	On Invoice
11	Litigation Support	03/31/2019	\$143.04	On Invoice
12	Litigation Support	03/31/2019	\$170.00	On Invoice
13	Litigation Support Vendor	05/01/2019	\$401.26	MC Exhibit 7
14	Court Runner Services	05/28/2019	\$55.00	MC Exhibit 6
15	TOTAL.....			\$5,359.60

DATED this 30th day of September 2019

THE LAW OFFICE OF VERNON NELSON

/s/ Vernon A. Nelson, Jr.

By:

 VERNON NELSON, ESQ.
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 Las Vegas, NV 89103
 T: 702-476-2500 | F: 702-476-2788
 E-mail: vnelson@nelsonlawfirmnv.com
Attorney for Chersus Holdings, LLC.

INVOICE

KRISTEN LUNKWITZ
Independent Transcriber
291 Elder View Drive
Las Vegas, NV 89138
(702) 813-2403
kristenlunkwitz@aol.com

Attorney:	Vernon Nelson	Job #:	19031
Attention:	Vernon Nelson	Department #:	4
Date Ordered:	2/11/19	Case #:	A696357
Date Delivered:	2/13/19	Tax ID#:	Available Upon Request
Clark County Business License #:			2000967-056-121

RATE: 2-Day Expedite

# OF PAGES	CASE INFORMATION	PRICE PER PAGE	TOTAL CHARGES
63	Ocwen Loan Servicing, LLC versus Chersus Holdings, LLC, et al. Hearing Date: 1/22/19	\$6.01	\$378.63
TOTAL OWED:		\$378.63	

Thank you for your business!

AA3043

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Western Region

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Los Angeles CA 90017
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Fed. Tax ID: 20-3132569



Bill To: R. Lynch
The Law Office of Vernon Nelson
9480 S Eastern Ave
Suite 252
Las Vegas , NV, 89123

Invoice #: CA3205961
Invoice Date: 1/9/2018
Balance Due: \$527.24

Case: Ocwen Loan Servicing, LLC v. Chersus Holdings LLC; Et. Al.
Job #: 2775710 | Job Date: 12/21/2017 | Delivery: Normal
Billing Atty: R. Lynch
Location: Wright Finlay & Zak - 7785 W. Sahara Ave
7785 W. Sahara Ave | Ste 200 | Las Vegas, NV 89117
Sched Atty: Paterno Jurani | Wright Finlay & Zak

Witness	Description	Units	Quantity	Amount
Robert Atkinson	Certified Transcript	Page	107.00	\$390.55
	Litigation Package	1	1.00	\$36.00
	Exhibits Scanned-Searchable - OCR	Per Page	194.00	\$67.90
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes:

Invoice Total: \$519.45
Payment: \$0.00
Credit: \$0.00
Interest: \$7.79
Balance Due: \$527.24

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

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Invoice #: CA3205961
Job #: 2775710
Invoice Date: 1/9/2018
Balance Due: \$527.24



5836074

Route #: 909

Attention: JENNIFER
Law Offices Of: VERNON NELSON
9480 S. EASTERN #252
Las Vegas NV 89123

Friday February 15, 2019

INVOICE

4762500.583607

Work Order #: 1000094269
Attorney File #: **434.00001**
Case #: A-14-696357-C
Court: DISTRICT COURT CLARK COUNTY, NEVADA
Title: OCWEN vs. CHERSUS
Description: CD(s)

Date	Description	Amount
02/12/19	Miscellaneous Job: RUNNER	
02/12/19	SERVICE ON A NON-SERVICE DAY (02/12/19)	25.00
02/12/19	EXPEDITED DUE TODAY PHOENIX BUILDING on 02/12/19 to PICK UP FROM JESSICA KIRKPATRICK	35.00
02/12/19	EXPEDITED AREA "D" 11:07 A.M. RETURN on 02/12/19	57.00
TOTAL:		117.00

1118 FREMONT STREET Las Vegas, NV 89101
Telephone: (702) 384-0305 , FAX: (702) 384-8638 Tax ID: 880223382

AA3045



584139>

Route #: 909

Attention: KIMANI T.
Law Offices Of: VERNON NELSON
9480 S. EASTERN #252
Las Vegas NV 89123

Friday February 22, 2019

INVOICE

4762500.584139

Work Order #: 01913339
Attorney File #: **A-14-696357-C**
Case #: A-14-696357-C
Court: DISTRICT COURT CLARK COUNTY, NEVADA
Title: OCWEN LOAN SERVICING vs. CHERSUS HOLDINGS
Description: CHECK

Date	Description	Amount
02/19/19	Miscellaneous Job: RUNNER	
02/19/19	SERVICE for P.M. PICK UP on NON-PICK UP DAY (02/19/19) BUT w/in COURIER's REGULARLY SCHEDULED TIME and AREA DELIVER CHECK TODAY TO 2nd FL. DISTRICT COURT ADMINISTRATION TO BE PLACED IN TRANSCRIPTION BOX	25.00
02/19/19	PHONE CALL and/or TEXT MESSAGE / CALL WHEN COMPLETE	5.00
TOTAL:		30.00



589529X

Route #: 909

Attention: JENNIFER
Law Offices Of: VERNON NELSON
9480 S. EASTERN #252
Las Vegas NV 89123

Thursday April 25, 2019

INVOICE

4762500.589529

Work Order #: 1000101173
Attorney File #: **434.00001**
Case #: A-14-696357-C
Court: DISTRICT COURT CLARK COUNTY, NEVADA
Title: OCWEN vs. CHERSUS
Description: CORRESPONDENCE to JUDGE EARLY

Date	Description	Amount
04/24/19	Miscellaneous Job: RUNNER	
04/24/19	EXPEDITED AREA "D" 9:49 A.M. PICK UP OUTSIDE of REGULARLY SCHEDULED PICK UP TIME	57.00
04/24/19	EXPEDITED DISTRICT COURT DEPARTMENT IV PICK UP on 04/24/16 RETURN WHEN COMPETE	35.00
TOTAL:		92.00



592170Æ

Route #: 212

Attention: JENNIFER
Law Offices Of: VERNON NELSON
6787 W.TROPICANA Ave. #232
Las Vegas NV 89103

Tuesday June 04, 2019

INVOICE

4762500.592170

Work Order #: 1000103919
Attorney File #: **434.00001**
Case #: A-14-696357-C
Court: DISTRICT COURT CLARK COUNTY, NEVADA
Title: OCWEN LOAN SERVICING, LLC vs. CHERSUS HOLDINGS, LLC, et al.
Description: NOTICE / ORDER

Date	Description	Amount
05/28/19	Miscellaneous Job: RUNNER	
05/28/19	CASH ADVANCE LWI CHECK #104154 - For Certified Copy	5.00
05/28/19	CASH ADVANCE LWI CHECK #104155 - To Record Notice / Order	40.00
05/28/19	CHECK CHARGE x Two (2) LWI CHECK ADVANCES	10.00
	*** OBTAIN CERTIFIED COPY of ORDER (Advance Fes) RECORD w/in NORMAL COURSE (Advance Fees)	
TOTAL:		55.00



1 E. Charleston Blvd
Suite 200
Las Vegas, NV 89104
Phone: 702.384.3840
Fax: 702.799.9147

Invoice

Date	Invoice #
1/8/2019	97168

Bill To:	
Law Office of Vernon Nelson 6787 W. Tropicana Ave Suite 232 Las Vegas, NV 89103	
Phone 702-476-2500	Fax

P.O. No.	Terms	Rep	Ship Date	Ordered By	QUIVX Job #	Client Matter #
415161	Net 30	C.R	1/8/2019	Coreene Dro...	415161	Ocwen Loan Servicing...
Qty	Description	Unit Price				
	Client Matter: Ocwen Loan Servicing vs. Chesus Holdings, et. al, Case No.: A 14-696357-C; Ref. No.: 434.0000;					
2,336	Black & White Blowbacks with light assembly	303.68T				
1	1" Round ring binder	8.00T				
2	3" D-ring binder	34.00T				
1	5" D-ring binder	25.00T				
7	Complimentary cover and spine	0.00T				
	Subtotal	\$607.36T				
Received by:						
Signature: _____ Printed Name: _____		Total \$401.26				
Invoices past due will incur a 1.5% late fee each month. We recognize that some of our customers may be billing these expenses to their clients. However, QUIVX's customers remain ultimately responsible for payment within our terms regardless of their receivables.		Payments/Credits \$0.00				
		Balance Due \$401.26				
Please make checks payable to: QUIVX Tax Information: CHOICE LEGAL DOCUMENT SOLUTIONS, INC. Tax ID# 56-2317932						

AA3049

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Tel. (949) 777-9304



Bill To: Melissa Ingleby
The Law Office of Vernon Nelson
9480 S Eastern Ave
Suite 252
Las Vegas NV 89123

Remit To: Veritext
P.O. Box 71303
Chicago IL 60694-1303

Statement of Account

For questions regarding this statement please contact Emily Jin at 949-777-9329 or ejin@veritext.com

Statement Date: 7/5/2018							Total Balance Due:		\$368.80
Invoice #	Invoice Date	Job #	Job Date	Caption	Contact	Type	Aged	Balance Due	
CA3321690	4/25/2018	2853686	4/10/2018	Ocwen Loan Servicing, LLC v Chersus Holdings, LLC; Et. Al.	Melissa Ingleby	C	71	\$368.80	
Total:								\$368.80	

Current	31-60 Days	61-90 Days	> 90 Days	Total
\$0.00	\$0.00	\$368.80	\$0.00	\$368.80

Please Remit Payment To:

Veritext
P.O. Box 71303
Chicago IL 60694-1303

Page 1 of 1

Fed. Tax ID: 20-3132569

Visa, Mastercard & American Express Accepted

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments or refunds will be made after 90 days.

AA3050

**Veritext Corp
Western Region**

707 Wilshire Boulevard, Suite 3500
Los Angeles CA 90017
Tel. (949) 777-9304



Bill To: R. Lynch
The Law Office of Vernon Nelson
9480 S Eastern Ave
Suite 252
Las Vegas NV 89123

Remit To: Veritext
P.O. Box 71303
Chicago IL 60694-1303

Statement of Account

For questions regarding this statement please contact Emily Jin at 949-777-9329 or ejin@veritext.com

Statement Date: 4/5/2018						Total Balance Due:			\$535.27
Invoice #	Invoice Date	Job #	Job Date	Caption	Contact	Type	Aged	Balance Due	
CA3205961	1/9/2018	2775710	12/21/2017	Ocwen Loan Servicing, LLC v Chersus Holdings LLC; Et. Al.	R. Lynch	C	86	\$535.27	
Total:								\$535.27	

Current	31-60 Days	61-90 Days	> 90 Days	Total
\$0.00	\$0.00	\$535.27	\$0.00	\$535.27

Please Remit Payment To:

Veritext
P.O. Box 71303
Chicago IL 60694-1303

Page 1 of 1

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AA3051



584139>

Route #: 909

Attention: KIMANI T.
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Friday February 22, 2018

INVOICE

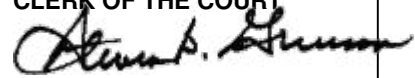
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Work Order #: 01913339
Attorney File #: **A-14-696357-C**
Case #: A-14-696357-C
Court: DISTRICT COURT CLARK COUNTY, NEVADA
Title: OCWEN LOAN SERVICING vs. CHERSUS HOLDINGS
Description: CHECK

Date	Description	Amount
	Miscellaneous Job: RUNNER	15.00

1118 FREMONT STREET Las Vegas, NV 89101
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AA3052



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DISTRICT COURT

COUNTY OF CLARK, STATE OF NEVADA

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,
Plaintiff,

Case No.: A-14-696357-C
Dept No.: IV

v.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; First 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, A Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive
Defendant,

**MOTION FOR: (1) JUDGMENT OR
PROVE-UP HEARING FOR
COMPENSATORY, STATUTORY, AND
PUNITIVE DAMAGES; (2) ORDER
AWARDING ATTORNEY'S FEES TO
CHERSUS HOLDINGS LLC; AND (3)
ORDERS FOR SPECIFIC
PERFORMANCE.**

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,
Counterclaimant

COMES NOW, Defendant/Counterclaimant, CHERSUS HOLDINGS, LLC, (hereinafter
"Chersus"), by and through its attorney of record, The Law Office Vernon Nelson ("LOVN"), and
submits its MOTION FOR: (1) JUDGMENT OR PROVE-UP HEARING FOR COMPENSATORY,
STATUTORY, OR PUNITIVE DAMAGES; (2) ORDER AWARDING ATTORNEY'S FEES TO
CHERSUS HOLDINGS LLC; AND (3) ORDERS FOR SPECIFIC PERFORMANCE (collectively
the "Damages Motion"). The Damages Motion is based on the attached Memorandum of Points and

1 Authorities, all papers and pleadings on file, all judicially noticed facts, and any oral or other evidence
2 that may be submitted at hearing on this matter.

3 **I. STATEMENT OF RELEVANT FACTS AND PROCEDURAL HISTORY**

4 This matter relates to the property commonly known as 5946 Lingering Breeze Street, Las
5 Vegas, NV 89148 (the “Property”). On May 6, 2019, Findings of Fact, Conclusions of Law, and Order
6 were entered on the Court’s docket (the “FFCL”). Per the FFCL, the Court granted summary judgment
7 in favor Defendant/Counterclaimant Chersus Holdings, LLC (“Chersus”) and against Ocwen Loan
8 Servicing, LLC (“Ocwen”). Per the FFCL, the Court also denied Ocwen’s Motion for Summary
9 Judgment. Notice of Entry of the FFCL (“NOEJ”) was served on May 14, 2019.

11 The FFCL ordered that Judgment be entered in favor of Chersus as to its Counterclaims for
12 Quiet Title and Declaratory Relief. *See FFCL at p. 32.* The Court also granted partial summary
13 judgment in favor of Chersus, as to liability only, with respect to Chersus’s Counterclaims for
14 Wrongful Foreclosure, Trespass and Conversion, and Unjust Enrichment. *Id.* The FFCL required
15 Chersus to file an Application for a Prove-Up Hearing as to the amount and types of damages to be
16 awarded to Chersus with respect to its Counterclaims for Wrongful Foreclosure, Trespass and
17 Conversion, and Unjust Enrichment. *Id.* The FFCL also authorized Chersus to file a Memorandum of
18 Costs and Motion for Attorney’s Fees. *Id.*

20 Before Chersus could file its Application for Prove-Up Hearing, Ocwen filed a Motion for
21 Reconsideration on June 11, 2019 and it specifically stated the motion should be construed under
22 NRCP 59. Thus, Ocwen’s Motion had the effect of staying the time Chersus had to file the
23 Application for Prove-up Hearing and its Motion for Attorney’s Fees and Costs. *See Barbara Ann*
24 *Hollier Trust v. Shack*, 356 P.3d 1085, 1089 (Nev. 2015). Chersus filed its Opposition to the Motion
25 for Reconsideration on July 2, 2019. Ocwen filed its Reply on July 11, 2019. The Court has
26 rescheduled the hearing on Ocwen’s Motion and has not yet ruled on Ocwen’s Motion.
27
28

1 As is set forth below, Chersus contends it is entitled to compensatory damages, treble
2 damages, and punitive damages on its claims for Wrongful Foreclosure, Trespass and Conversion, and
3 Unjust Enrichment. Chersus is also entitled to recover its attorney's fees, interest, and costs.

4 **II. LEGAL ARGUMENT**

5 **A. CHERSUS IS ENTITLED TO RECOVER TORT DAMAGES FOR WRONGFUL** 6 **FORECLOSURE AND COMMON LAW TRESPASS.**

7 Wrongful foreclosure is a tort and Chersus is entitled to recover all damages proximately
8 caused by the Ocwen's wrongful foreclosure. *Miles v. Deutsche Bank Nat'l Trust Co.*, 186 Cal Rptr.
9 3d 625, 636-637 (2015) (citing *Collins v. Union Fed. S&L Ass'n*, 99 Nev. 284 (1983)). Such damages
10 include lost equity in the property, moving expenses, lost rental income, damage to credit, emotional
11 distress, property damage, and punitive damages. *Id.* Similar to an action for wrongful foreclosure, the
12 remedy for trespass includes lost use damages. *Michael Hohl Carson Valley v. Hellwinkel Family Ltd.*
13 *P'ship*, 2019 Nev. Unpub. LEXIS 645 (Nev. 2019). In the FFCL, the Court determined that Ocwen is
14 liable to Chersus for wrongful foreclosure and unlawful trespass. *See FFCL at ¶¶ 124-131.*

15 **1. Lost Rental Income**

16
17 In this case, the Court determined Ocwen took title and possession of the Property as the result
18 of a wrongful foreclosure. *FFCL at ¶ 110*. As is explained below, the wrongful foreclosure resulted in
19 the deprivation of Chersus's ownership of the Property and the rental income it was entitled to.
20 Therefore, Chersus is entitled to recover "compensatory damages" in the amount of lost rental income
21 from the time Ocwen took the Property on December 20, 2013. The amount of lost rental income
22 through September 30, 2019 is set forth below.

23
24 In support of its Motion for Summary Judgment, Ocwen offered the expert testimony of R.
25 Scott Dugan. *See "RSD Appraisal" attached as Exhibit 22 to Ocwen's Motion for Summary*
26 *Judgment*. Chersus and Chersus's counsel are aware of Mr. Dugan's reputation and they do not
27 dispute his qualifications as an expert. Mr. Dugan provided an appraisal of the Property. *Id.* Mr.
28

Dugan's appraisal indicates the monthly rental value of the Property as of May 25, 2013 was \$1,050.00. *Id. at p.5*

In addition, Chersus has engaged John Zimmer, a real estate salesperson licensed by the Nevada Real Estate Division. Mr. Zimmer is authorized to use the Multiple Listing Service and he is knowledgeable in the use of the service. *See Declaration of John Zimmer ("DJZ") at ¶ 4.* He has used MLS to prepare a report of comparable rentals on the Property for 2014, 2015, 2016, 2017, 2018, and 2019. *See "MLS Report" attached as Exhibit "1."* The MLS Report shows:

1. The average rental value of the Property in 2014 was \$1,100.00 per month.
2. The average rental value for the Property in 2015 and 2016 was \$1,200.00 per month.
3. The average rental value for the Property in 2017 was \$1,300.00 per month.
4. The average rental value for the Property in 2018 was \$1,400.00 per month.
5. The average rental value for the Property in 2019 was \$1,550.00 per month. *Id.*

DJZ at ¶ 4. Based on the Mr. Zimmer's Declaration and his explanation of the MLS Report, Chersus submits its "lost rental income" is calculated as follows:

Year	Rental Amount	Months	Total
2014	\$1,100.00	12	\$13,200
2015	\$1,200.00	12	\$14,400
2016	\$1,200.00	12	\$14,400
2017	\$1,300.00	12	\$15,600
2018	\$1,400.00	12	\$16,800
2019	\$1,550.00	9	\$13,950
Total			\$88,350.00

Id. Based on the foregoing, Chersus is entitled to recover \$88,350.00 in lost rental income.

2. Other "Real Property Damages."

Chersus is entitled to other damages. In connection with its assessment of damages caused by Ocwen's wrongful foreclosure, Plaintiff has obtained a "preliminary title report" from Lawyers Title. *See "Preliminary Title Report" attached as Exhibit "2."* The Preliminary Title Report shows

1 Republic Services has recorded numerous liens against the Property in the aggregate amount of
2 \$2,399.38, plus applicable interest and fees. *See Declaration of Vernon Nelson ("DVN") at ¶ 3*
3 *referencing Exhibit 2 at pp. 8-13.*

4 Similarly, Chersus is obtaining information about any amounts owed for other utilities such as
5 water, electricity, and gas. *See Declaration of Jag Mehta ("DJM") at ¶ 3.* When Chersus receives this
6 information, it will update this motion. Chersus is also obtaining information about the condition of
7 the Property and is preparing to conduct an inspection of the Property. *Id.* When Chersus receives this
8 information, it will update this motion as appropriate. Chersus has had to obtain the Preliminary Title
9 Report as part of its assessment of its damages. *Id.* Chersus estimates the Preliminary Title Report will
10 cost approximately \$750.00.
11

12 **Total Compensatory Damages Caused by Wrongful Foreclosure and Trespass**
13

14	Lost Rental Income	\$88,350.00
	Republic Services	\$ 2,399.38 plus applicable interest and fees
15	Utilities	TBD
	Damages Arising from/Related to Inspection	TBD
16	Preliminary Title Report	\$750.00
17	Total Compensatory Damages Wrongful Foreclosure and Trespass	\$91,499.38 ++

18 **B. CHERSUS IS ENTITLED TO RECOVER TORT DAMAGES FOR CONVERSION.**
19

20 The measure of damages for conversion is the full value of the personal property at the time of
21 the conversion. *Winchell v. Schiff*, 124 Nev. 938, 944 (2008). In the FFCL, the Court determined
22 Ocwen is liable to Chersus for Conversion. *See FFCL at ¶¶ 124-131.* Mr. Mehta has offered
23 undisputed testimony that Chersus spent about \$35,000 to \$40,000 on improvements to the Property
24 that constitute personal property. *See Deposition of Jag Mehta attached as Exhibit "Q" to Chersus's*
25 *Motion for Summary Judgment ("Chersus Ex. Q") at pp. 52-55.*
26

27 Mr. Mehta explained the improvements included replacing carpeting throughout the house, and
28 replacing fixtures, including bathroom fixtures and showers. *Id.* Chersus paid for the painting of the

1 entire inside and outside of the house. *Id.* Chersus also paid for new landscaping. *Id.* Chersus paid to
2 replace cabinets in the kitchen and bathrooms. *See DJM at ¶4.* Chersus paid to replace toilets and
3 shower fixtures. *Id.* Chersus paid to replace kitchen appliances as well as a refrigerator. *Id.* Chersus
4 also paid to replace a garage door and water heater. *Id.* The improvements described by Mr. Mehta
5 may be collectively referred to as the “Chersus Improvements.”
6

7 Plaintiff has obtained cost estimates for the various improvements that constitute the Chersus
8 Improvements from www.homeadvisor.com. *See “Homeadvisor Website Estimates” attached as*
9 *Exhibit “3.”* In his Declaration, Mr. Mehta confirms that the cost estimates reflected in Exhibit 3 are
10 in line with the amounts Chersus paid for the Chersus Improvements. *DJM at ¶5 referencing Exhibit*
11 *“3.”* Thus, Chersus is entitled to recover \$35,000 for conversion damages.
12

13 **Total Conversion Damages: \$35,000.00**

14 **C. CHERSUS IS ENTITLED TO RECOVER FOR UNJUST ENRICHMENT.**

15 The measure of damages for unjust enrichment includes the amount of rent retained by Ocwen
16 and its retention of the improvements that Chersus made to the premises. *Tri-Lin Holdings, LLC v.*
17 *Flawlace, LLC*, 2014 Nev. Unpub. LEXIS 461 (Nev. 2014). Again, the amount of lost rental income is
18 \$88,530.00 and the value of the improvements retained by Ocwen is \$35,000.00. Thus, the total of
19 Chersus’s unjust enrichment damages are \$88,530.00 and \$35,000.00.
20

21 **Total Unjust Enrichment Damages: \$123,530.00**

22 **D. CHERSUS IS ENTITLED TO TREBLE DAMAGES UNDER NRS 40.230 AND/OR**
23 **PUNITIVE DAMAGES**

24 **1. Treble Damages Under NRS 40.230**

25 In *Countrywide Home Loans, Inc. v. Thitchener*, 124 Nev. 725, 734-35 (2008) awarded
26 Plaintiffs treble damages under NRS 40.170. The Court noted the purpose of NRS 40.170 was not
27
28

1 punitive; instead it “was intended to enhance recovery in actions for trespass to real property because
2 actual damages in such cases are...difficult to assess.” *Id.*

3 NRS 41.170 has since been repealed and replaced by NRS 40.230. NRS 40.220 provides entry
4 upon real property must be made in peaceable manner. NRS 40.230 defines a “forcible entry” as an
5 entry that is peaceable; but which continues after the owner is deprived of access or occupancy by
6 changing a lock. This section further provides if an owner recovers damages for a forcible entry,
7 judgment may be entered for three times at which actual damages are assessed. This section states that
8 actual damages include damages to real property and personal property.
9

10 Chersus submits that its claims for wrongful foreclosure and trespass constitute a claim for
11 “forcible entry.” Thus, Chersus is entitled to recover three times its actual damages. Chersus actual
12 damages include the damages to real property as set forth in Section II(A) above; and the damages to
13 personal property set forth in Section II(B) above.
14

15 In this case, Chersus submits that its measurable actual damages do not fully remedy the full
16 extent of Chersus’s damages because Chersus suffered other foreseeable consequential damages. For
17 example, Mr. Mehta testified Chersus purchased other properties from First 100, LLC (“First 100”) for
18 investment purposes (the “Investment Properties”). *See Chersus Ex. Q at pp. 20-21.* Unfortunately, the
19 purchase of the Investment Properties did not meet First 100 or Chersus’s expectations, including the
20 parties’ expectations as to the return on investment Chersus would receive from the Investment
21 Properties. *Id.* In an effort to address issues related to the Investment Properties, and a part of the
22 consideration for the transfer, First 100 transferred this specific Property to Chersus. *Id.*
23

24 In transferring this specific Property to Chersus, First 100 indicated: (1) the HOA Sale
25 extinguished the First Deed of Trust; (2) Chersus would receive immediate cash flow in the form of
26 rental income; and (3) First 100 would eventually undertake an action to quiet title on the Property.
27 *See DJM at ¶ 6.* In this regard, First 100 also indicated: (1) it was prosecuting other litigation that
28

1 would benefit a quiet title action on this Property; (2) First 100 was expecting an investor to make a
2 significant investment in the Company and part of this investment would be used to fund a quiet title
3 action on this Property; and (3) if GMAC, or its successor in interest, disputed First 100 and/or
4 Chersus's title, it would have to commence its own quiet title action. *Id.* In other words, First 100 told
5 Chersus the holder of the First Deed of Trust could not trespass upon the Property and take possession
6 of the Property. *Id.* To the contrary, the holder of First Deed of Trust would have to obtain a Court
7 order declaring that the HOA Sale did not extinguish the First Deed of Trust and First 100 would pay
8 the legal costs of defending such actions. *Id.*

10 Unfortunately, after the foreclosure on the First Deed of Trust, Ocwen unlawfully took
11 possession of the Property. *DJM at ¶ 7.* It improperly recorded documents with the Clark County
12 Assessor indicating that it owned the Property. *See RSD Appraisal at pp. WFZ0013-14.* Ocwen also
13 improperly told the HOA it owned the Property. *See "Ocwen Communications with HOA and*
14 *Payment Coupons attached as Exhibit "4."* Moreover, for multiple reasons, First 100 did not have the
15 financial wherewithal to litigate this matter and Chersus ended up having to pay its own attorney's
16 fees. *Id.* Thus, instead of receiving positive cash flow, Chersus lost the rental income and it had to pay
17 money for legal fees. *Id.* This reversal impacted Chersus overall business strategy and prohibited it
18 from seeking other business opportunities. *Id.*

20 Based on the foregoing, Chersus submits its actual measurable damages do not fully remedy
21 all of the damages it suffered as a result of the Ocwen's unlawful forcible entry. Thus, Chersus
22 respectfully submits that its lost rental income damages and Other Real Property Damages should be
23 trebled pursuant to NRS 40.230.

25 **2. Punitive Damages**

26 In *Thitchener*, the Court held NRS 40.170 did not apply to damages for conversion because
27 conversion is a cause of action for personal property. However, the Court upheld the award of punitive
28

1 damages on the Plaintiff's claim for conversion. 124 Nev. at p. 745 (upholding award of punitive
2 damages for three times the amount of Plaintiff's untrebled trespass claim and conversion damages).

3 In *Thitchener*, the Court stated that NRS 42.001 *et seq.* governs whether punitive damages are
4 warranted. To show that punitive damages are warranted, Chersus must show, by clear and convincing
5 evidence that Ocwen was guilty of oppression, fraud, or malice. NRS 42.005. The definitions of
6 oppression, fraud, and malice are set forth in NRS 42.001. NRS 42.005 limits the award of treble
7 damages to three times the amount of compensatory damages.
8

9 In this case, Ocwen clearly acted with malice and it acted with a conscious regard of the rights
10 of Chersus. In addition, Ocwen intentionally engaged in conduct with the intent to injure Chersus and
11 its actions subjected Chersus to unjust hardship
12

13 Importantly, the Court specifically found that GMAC Mortgage, LLC and Ocwen had notice
14 of the HOA Sale, they were provided with an Accounting Ledger, and they could have calculated the
15 amount of the superpriority lien. *See FFCL at ¶ 44.* The evidence showing that GMAC Mortgage,
16 LLC and Ocwen had notice of the HOA Sale was clear and convincing and undisputed. *See e.g. FFCL*
17 *at ¶ 44.* The Court concluded GMAC Mortgage, LLC and Ocwen were aware of the HOA Sale and
18 their failure to exercise remedies at law precluded the granting of equitable relief. *Id. at ¶ 87.* The
19 Court concluded "Plaintiff's taking possession of the Property was **clearly wrongful.**" *Id. at ¶ 110.*
20 The Court ordered a separate hearing to determine the amounts Plaintiff may owe Chersus for its
21 claims based on trespass and conversion. *Id.*
22

23 Further, Cooper Castle Law Firm represented GMAC Mortgage, LLC and Ocwen in
24 connection with the foreclosure. In fact, Cooper Castle filed the original complaint in this action on
25 behalf of Ocwen. In its first supplement to its Rule 16.1 disclosures, Ocwen produced a letter showing
26 dated November 27, 2013, wherein First 100 advised Cooper Castle that the First Deed of Trust had
27 been extinguished and that any efforts to foreclose on the First Deed of Trust would constitute
28

1 wrongful foreclosure. *See “First 100 Letter to Ocwen” attached as Exhibit “5.”* Despite First 100’s
2 letter, Cooper Castle proceeded to wrongfully foreclose on the First Deed of Trust and Ocwen
3 wrongfully took possession of the Property. Ocwen wrongfully informed the Clark County Assessor
4 that it owned the Property. *See RSD Appraisal at pp. WFZ0013-14.*

5
6 Based on the foregoing, Chersus submits it has presented clear and convincing evidence that
7 Ocwen acted with malice and oppression. Thus, Chersus submits it is entitled to recover punitive
8 damages from Ocwen.

9 **3. Calculation of Trebled Damages and/or Punitive Damages.**

10 As is set forth above, Plaintiff’s actual real property damages are at least \$91,499.38.
11 Plaintiff’s actual personal property damages are \$35,000. Thus, the total of Plaintiff’s actual damages
12 is \$126,499.38. Three times this amount is \$379,498.14. Accordingly, Plaintiff submits it entitled to
13 an award of \$379,498.14 against Ocwen.
14

15 **Total Amount of Actual Damages x 3= \$379,498.14++**

16 **G. CHERSUS IS NOT SEEKING DUPLICATIVE DAMAGES.**

17 Chersus has set forth its calculation of damages for its various causes of action. However, as is
18 shown above, Chersus is not seeking to recover damages that are duplicative of other awards.
19

20 **H. CHERSUS IS ENTITLED TO RECOVER ATTORNEY’S FEES AND COSTS.**

21 Chersus is entitled to recover attorney’s fees for its wrongful foreclosure claim. It is also
22 entitled to recover attorney’s fees under NRS 18.010(b), NRCP 68 and the Court’s Inherent Power.

23 **1. Chersus Is Entitled to An Award of Attorney’s Fees Because It Prevailed on Its**
24 **Claim for Wrongful Foreclosure.**

25 First, in *Horgan v. Felton*, 123 Nev. 577, 586 and fn. 26, (2007), the Court held attorney’s fees
26 are not available when the prevailing party only seeks to remove a cloud upon the title. By way of
27 contrast, the Court pointed out that a prevailing party in a slander of title action could recover attorney
28

1 fees if the attorney fees were plead as special damages under NRCp 9(g). *See also, Spittler v. Routsis*,
2 2013 Nev. Unpub. LEXIS 973 (Nev. Ct. App. 2013).

3 Importantly, *Horgan* and *Spittler* both involved claims involving the tort of slander of title.
4 However, neither case addressed whether a party could recover attorney fees for the tort of wrongful
5 foreclosure. In this regard, other jurisdictions have held a prevailing party can recover attorney's fees
6 for the tort of wrongful foreclosure. *See e.g. Decell v. Bank of Am., N.A.*, 2012 U.S. Dist. LEXIS
7 192673 * 25-26 (ND Ga. 2012) (denying motion to dismiss wrongful foreclosure and claim for
8 attorney's fees based on wrongful foreclosure. Thus, Chersus submits it should be entitled to recover
9 attorney's fees for wrongful foreclosure.
10

11 In this regard, it is also important to note that Chersus's counterclaim was a compulsory
12 counterclaim and it did not institute this current action. Consequently, Chersus alleged in ¶ 14 of its
13 Second Amended Answer/Counterclaim that it was forced to retain the services of an attorney to
14 prosecute its wrongful foreclosure cause of action. Thus, Chersus has sufficiently alleged that its
15 special damages include the attorney's fees it incurred to defend this matter and prosecute its claim for
16 wrongful foreclosure.
17

18 **2. Chersus Is Entitled to An Award of Attorney's Fees Because It Prevailed on Its**
19 **Claim for Wrongful Foreclosure.**

20 Chersus is also entitled to recover attorney's fees under NRS 18.010(b) which provides the
21 Court may award attorney's fees to the prevailing party if it finds a claim "was brought or maintained
22 without reasonable ground or to harass the prevailing party." This section requires the Court liberally
23 construe this section in favor of awarding attorney's fees. Importantly, in the similar *Thitchner* case,
24 the Court awarded the Thitchner's their attorney's fees and costs. 125 Nev. at p. 732.
25

26 As is set forth in II (D) above, it is clear that Ocwen acted with malice and with the intent of
27 oppressing Chersus. Again, it is important to point out that the Court specifically concluded that
28 Ocwen's "taking possession of the Property was clearly wrongful." *Id.* at ¶ 110. Moreover, as is

1 stated above, First 100 warned Ocwen that any efforts to foreclose on the First Deed of Trust would
2 constitute wrongful foreclosure. *See Exhibit "5."* Notwithstanding the fact that knew it clearly did not
3 have the right to take possession of the Property, Ocwen maliciously took possession of the Property.
4 Chersus submits that Ocwen is well-versed in the Nevada real property and foreclosure law and it has
5 been a party to at least 100 cases in Nevada involving NRS 116.
6

7 In this regard, Chersus has attached copies of complaints Ocwen filed in three cases in the
8 United States District Court for the District of Nevada (the "Federal Court Cases") relating to the
9 effect of an HOA Sale on a First Deed of Trust. *See "Federal Court Complaints" attached as Exhibit*
10 *"6."* In each of these Federal Court Cases, Ocwen alleged:

11 (1) It was the beneficiary of the First Deed of Trust.

12 (2) The party who purchased the property at an HOA Sale claimed to be the Owner.

13 (3) The HOA Sale did not extinguish the First Deed of Trust *Id.*
14

15 Importantly, based on its allegations in the Federal Court Complaints, it is clear that Ocwen did not
16 unlawfully take possession of the properties. To the contrary, it first sought a Court order for Quiet
17 Title. These cases demonstrate that Ocwen knew it had to obtain a Court order before it could take
18 possession of the Property. Nevertheless, in this case, Ocwen unlawfully took possession of the
19 Property and it did not commence this action until after it took possession. In its complaint and
20 amended complaints it made numerous wrongful allegations, including false allegations that it was the
21 owner of the Property; and it obtained its ownership interest by being the highest bidder at a
22 foreclosure sale conducted on December 201, 2013. *See Second Amended Complaint at ¶¶ 11-12.*
23

24 Accordingly, Chersus submits Ocwen's brought and maintained this on without reasonable
25 grounds. Moreover, Ocwen harassed Chersus by bringing this action after it unlawfully took
26 possession of the Property and prevented Chersus from receiving rental income from the Property.
27

28 **3. Chersus Is Entitled to An Award of Attorney's Fees Because Ocwen Rejected
Chersus's Offer of Judgment and It Failed to Obtain a More Favorable Judgment.**

1 On December 26, 2018, Chersus made an Offer of Judgment to Ocwen. *See Offer of Judgment*
2 *attached as Exhibit 7*. Chersus submits Ocwen failed to obtain a more favorable judgment. Thus, per
3 NRC 68(f) Ocwen must pay Chersus's post-offer costs and expenses, applicable interest on the
4 judgment from the time of the offer to the time of entry of the judgment and reasonable attorney fees.
5 The total of these amounts is \$14,285.70. *See Declaration of Vernon Nelson ("DVN") at ¶ 4*.

7 **4. The Court Has Inherent Authority to Award Attorney's Fees in Favor Chersus.**

8 It is well established that the Court has the inherent power to award attorney's fees against
9 litigants who have acted in bad faith, wantonly, vexatiously, or for oppressive reasons. *See Brady v.*
10 *Miller*, 2015 Nev. Unpub. LEXIS 934 at *3 fn. 2. As is set forth above, Ocwen commenced and
11 continued this action with conscious disregard of Chersus's rights. Thus, Chersus submits it is entitled
12 to attorney's fees pursuant to the Court's inherent powers.

14 **5. Chersus Attorney Fees Are Reasonable Per *Brunzell v. Golden Gate Nat'l Bank***

15 In *Brunzell v. Golden Gate Nat 'l Bank*, 85 Nev, 345 (1969), the Court listed four factors
16 ("Brunzell Factors") the trial court must consider in determining if attorney's fees are reasonable:

17 (1) the qualities of the advocate: his/her ability, his/her training, education, experience,
18 professional standing and skill.

19 (2) the character of the work to be done: its difficulty, its intricacy, its importance, time and
20 skill required, the responsibility imposed and the prominence and character of the parties
21 where they affect the importance of the litigation;

22 (3) the work performed by the lawyer: the skill, time and attention given to the work;

23 (4) the result: whether the attorney was successful and what benefits were derived.

24 The Court added that good judgment requires that the trial court should consider each of the four
25 factors and no one element should predominate.
26
27
28

1 The Brunzell Factors apply in this case to confirm the reasonableness of fees charged and
2 therefore sought by Chersus. In this case, Chersus was most recently represented by the Law Office of
3 Vernon Nelson (“LOVN”). Weil & Drage represented Chersus prior to LOVN. *DVN at 5*.

4 **a. The Legal Fees of LOVN Are Reasonable Under the Brunzell Factors.**

5 The Declaration of Vernon Nelson satisfies the Brunzell Factors and it supports the award of
6 all attorney’s fees charged by LOVN to Chersus. Specifically, the Declaration of Vernon Nelson
7 (including review of accompanying billing invoices) demonstrate that:
8

9 1) Vernon Nelson is a 26-year attorney, Melissa Ingleby is a sixth-year attorney, and Steven
10 Burke is a third-year attorney, each of whom have the training, education, experience and skill
11 to defend Chersus against Ocwen’s claims, and to prosecute Chersus’s counterclaims against
12 Ocwen. Each attorney has excellent professional standing in Nevada and the Eighth Judicial
13 District Court. *DVN at 5*.

14 2) Defense of Ocwen’s claims, and prosecution of Chersus’s counterclaims, involved a certain
15 level of difficulty, considerable intricacy, and time, as well as skill level of counsel, based on:
16

- 17 a) the unsettled and constantly changing law regarding the validity and effect of
18 HOA foreclosures;
19 b) the multiple amendments to pleadings based on the changing law;
20 c) the complexity of the issues involved in determining whether a sale was
21 commercially reasonable;
22 d) the complexity of purchase and sale agreement between First 100 and the
23 Association;
24 e) the complexity that arose out the number of co-defendants including the
25 Association, United Legal Services, and Red Rock Collection Agency.
26

27 *DVN at 6*.
28

1 3) Vernon Nelson, Melissa Ingleby, and Steven Burke (and their staff) actually performed
2 substantial, timely work in response to the unsettled law, amended pleadings, and the
3 discovery/deposition testimony offered by the multiple parties. They gave this case
4 appropriate substantial time and attention, and displayed substantial skill in defeating Ocwen's
5 claims; and prevailing on Chersus's counterclaims. *DVN at 7.*

6
7 4) Counsel obtained summary judgment, i.e., complete defense of Ocwen's claims, while
8 prevailing on Chersus's counterclaims. In so doing, counsel had to draft Chersus's motion for
9 summary judgment and opposed Ocwen's motion for summary judgment. In so doing, Counsel
10 had to navigate through more than 1,000 pages in Exhibits and communicate the relevant
11 issues to the Court in a concise and persuasive manner. *DVN at 8.*

12 Based on the Brunzell Factors and the analysis set forth above, Chersus submits it is entitled to
13 recover attorneys' fees charged by LOVN in the amount of \$ 41,731.25. *See "LOVN Invoices*
14 *attached as Exhibit "8."*

15
16 **b. The Legal Fees of Weil & Drage Are Reasonable Under the Brunzell Factors.**

17 The Declaration of Vernon Nelson satisfies the Brunzell Factors and it supports the award of
18 all attorney's fees charged by Weil & Drage in the amount of \$5,482.25. Specifically, the Declaration
19 of Vernon Nelson demonstrates that:

20 1) The following attorneys were employed by Weil & Drage when it was counsel of record:
21 (a) Neil Durrant a 19-year attorney, (b) Donna DiMaggio a 13-year attorney, (c) Robert
22 Peterson a 10-year attorney, and (d) Jason Martinez a fifth-year attorney (collectively the
23 "W&D Attorneys"). Based on his review of the State Bar website, his communications with
24 the W&D Attorneys, and their work product, Mr. Nelson understands: (1) each of these
25 attorneys have the training, education, experience and skill to defend Chersus against Ocwen's
26
27
28

1 claims and to prosecute Chersus's counterclaims against Ocwen; and each attorney has
2 excellent professional standing in Nevada and the Eighth Judicial District Court. *DVN at 9.*

3 2) Again, defense of Ocwen's claims, and prosecution of Chersus's counterclaims, involved
4 certain difficulties, considerable intricacy and time, and a skill level of counsel, based on:

5 a) the unsettled and changing law regarding the validity/effect of HOA foreclosures;

6 b) the multiple amendments to pleadings based on the changing law;

7 c) the complexity of the issues involved in determining whether a sale was
8 commercially reasonable;

9 d) the complexity of the purchase and sale agreement between First 100 and the
10 Association;

11 e) the complexity that arose out the number of co-defendants including the
12 Association, United Legal Services, and Red Rock Collection Agency.
13
14

15 *DVN at 10.*

16 3) The W&D Attorneys (and their staff) actually performed substantial, timely work in
17 response to the unsettled law, amended pleadings, and the discovery/deposition testimony
18 offered by the multiple parties. They gave this case appropriate substantial time and attention,
19 and displayed substantial skill in defending summary judgment and other motions filed by
20 Ocwen; and pressing forward with Chersus's counterclaims. In so doing, Counsel had to
21 navigate through more than 1,000 pages in Exhibits and communicate the relevant issues to
22 the Court in a concise and persuasive manner. *DVN at 11.*
23

24 Based on the Brunzell Factors and the analysis set forth above, Chersus submits it is entitled to
25 recover attorneys' fees charged by W&D in the amount of \$5,482.25.

26 **Total Amount of Attorney's Fees: \$47,213.50**
27
28

I. Chersus Is Entitled to Recover Its Costs.

NRS 18.020(5) allows for a prevailing party to recover its costs in an action involving the title or boundaries of real estate, stating that costs must be allowed of course to the prevailing party against any adverse party against whom judgment is rendered, including:

5. In an action which involves the title or boundaries of real estate, or the legality of any tax, impost, assessment, toll or municipal fine, including the costs accrued in the action if originally commenced in a Justice Court.

Because this case involves a dispute as to whether Plaintiff held title to the subject real property free and clear of Ocwen's deed of trust, and because Chersus prevailed against Ocwen in this matter, appropriate costs must be awarded to Chersus.

NRS 18.005 outlines the costs that can be recovered by a prevailing party:

1. Clerks' fees.
2. Reporters' fees for depositions, including a reporter's fee for one copy of each deposition.
3. Jurors' fees and expenses, together with reasonable compensation of an officer appointed to act in accordance with NRS 16.120.
4. Fees for witnesses at trial, pretrial hearings and deposing witnesses, unless the court finds that the witness was called at the instance of the prevailing party without reason or necessity.
5. Reasonable fees of not more than five expert witnesses in an amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining that the circumstances surrounding the expert's testimony were of such necessity as to require the larger fee.
6. Reasonable fees of necessary interpreters.
7. The fee of any sheriff or licensed process server for the delivery or service of any summons or subpoena used in the action, unless the court determines that the service was not necessary.
8. Compensation for the official reporter or reporter pro tempore.
9. Reasonable costs for any bond or undertaking required as part of the action.
10. Fees of a court bailiff or deputy marshal who was required to work overtime,
11. Reasonable costs for telecopies.
12. Reasonable costs for photocopies.
13. Reasonable costs for long distance telephone calls.
14. Reasonable costs for postage.

- 1 15. Reasonable costs for travel and lodging incurred taking depositions and
2 conducting discovery.
3 16. Fees charged pursuant to NRS 19.0335.
4 17. Any other reasonable and necessary expense incurred in connection with the
5 action, including reasonable and necessary expenses for computerized services
6 for legal research.

7 Attached as Exhibit “9” is Plaintiff’s Memorandum of Costs and Disbursements that lists all of
8 the recoverable costs Chersus incurred in this matter. *DVN at 12*. The total of these costs is \$6,063.26.
9 Attached as Exhibit “10,” are copies of Invoices that LOVN has related to these costs. *Id.* These
10 costs are set forth on LOVN’s Invoices. *Id. referencing Exhibit 8.*

11 **Total Costs: \$5,359.60**

12 **J. Total Amount of Damages, Attorneys Fees, and Costs as of September 30, 2019**

13 Based on the foregoing, Chersus submits the total amount of damages payable to Chersus from
14 Ocwen, as of September 30, 2019, is as follows:

15 Trebled Amount of Actual Damages:	\$379,498.14
16 Attorney’s Fees:	\$ 47,213.50
17 Costs	\$ 5,359.60

18 **Total Damages, Attorney’s Fees, and Costs: \$432,071.24**

19 **K. Chersus Is Entitled to Orders for Specific Performance.**

20 As is stated above, Ocwen wrongfully took possession of the Property and wrongly told third
21 parties including the Clark County Assessor and the Association that it was the Owner of the Property.
22 As is stated above, Chersus is obtaining information necessary information to: (1) remove any liens or
23 other encumbrances that may have attached to the Property since Ocwen’s wrongfully took
24 possession; (2) ensure that the records of the Clark County Assessor and the Clark County Recorder
25 properly reflect that Chersus holds fee simple title; and (3) its title is only subject to the Associations
26
27
28

1 CC&Rs, real property taxes, and other assessments lawfully imposed by the governing bodies of
2 unincorporated Clark County. Based on the Assessor's Page information attached to the RSD
3 Appraisal at WFZ0013 and WFZ0014, it appears Ocwen may have wrongfully reported to the
4 Assessor that First 100, as Grantor, transferred the Property to the Ocwen as the Grantee. Finally,
5 Ocwen is obtaining title insurance to the Property.
6

7 Accordingly, Chersus requests an Order stating if there are any liens, encumbrances,
8 recordings, unpaid amounts, or other similar items, that Ocwen is required to discharge or cure, and
9 which impede Chersus's ability to: (1) obtain fee simple title; (2) obtain title insurance insuring
10 Chersus's fee simple title, or (3) exercise its ownership rights (collectively "Chersus's Rights") then
11 Ocwen shall specifically perform any actions that it is required perform to discharge or cure such
12 items. By way of example, the Preliminary Title Report indicates that Lawyers Title will require
13 certain documents from Ocwen, including:
14

15 38. The Company will require the following documents for review prior to the issuance of any title
insurance predicated upon a conveyance or encumbrance from the entity named below:

16 Limited Liability Company: Ocwen Loan Servicing LLC

17 a) A copy of its operating agreement, if any, and any and all amendments, supplements
and/or modifications thereto, certified by the appropriate manager or member

18 b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all
19 amendments thereto with the appropriate filing stamps

20 c) If the Limited Liability Company is member-managed, a full and complete current list of
members certified by the appropriate manager or member

21 d) A current dated certificate of good standing from the proper governmental authority of
22 the state in which the entity was created

23 e) If less than all members, or managers, as appropriate, will be executing the closing
documents, furnish evidence of the authority of those signing.

24 *See Exhibit 1 at pp. 13-14.*

25 Chersus further requests that if Ocwen fails to discharge or cure an item that impedes Chersus's
26 Rights, Chersus may provide reasonable notice under the circumstances to the Court and Ocwen of
27 Ocwen's failure to specifically perform any required action. If Ocwen continues to fail perform act is
28

1 required to specifically perform, the Court may enter an Order granting Chersus a power-of-attorney
2 to perform such act on behalf of Ocwen.
3

4 **III. CONCLUSION**

5 For all the foregoing reasons, Chersus's Motions for JUDGMENT OR PROVE-UP HEARING
6 FOR COMPENSATORY, STATUTORY, AND PUNITIVE DAMAGES; (2) ORDER AWARDING
7 ATTORNEY'S FEES TO CHERSUS HOLDINGS LLC; AND (3) ORDERS FOR SPECIFIC
8 PERFORMANCE must be granted.
9

10 DATED this 12th day of October 2019

THE LAW OFFICE OF VERNON NELSON

Vernon A. Nelson, Jr.

By: _____

VERNON NELSON, ESQ.

Nevada Bar No.: 6434

6787 W. Tropicana Ave., Suite 103

Las Vegas, NV 89103

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Attorneys for Chersus Holdings, LLC

CMA Summary

Listings as of 08/09/19 at 2:34 pm

Property Type is 'Residential Rental' Status is one of 'Active', 'Under Contract - Show' Status is 'Under Contract - No Show' Status Contractual Search Date is 08/09/2019 to 02/10/2019 Status is 'History' Status Contractual Search Date is 05/11/2013 to 08/09/2019 Status is 'Leased' Status Contractual Search Date is 08/09/2019 to 02/10/2019 Style is 'Single Family' Zip Code is '89148' Pv Pool is no Approx Liv Area is 1300 to 1400 Building Description is '1 Story'

RNT

Active Properties

#	ML#	Address	Bdr	FB	3/4B	HB	SqFt	Lot SF	YrBlt	Bldg Desc	List Price	ApxLivA	LP/SF	Style	Garage	Pool
1	2121003	9914 RIDGEHAVEN Avenue	3	2	0	0	1,396	4,792	2001	1STORY	\$1,400	1,396	1.00	SINGLE	2	No
2	2123313	9469 VAST VALLEY Avenue	3	2	0	0	1,369	4,356	2003	1STORY	\$1,495	1,369	1.09	SINGLE	2	No

Active	# LISTINGS:	2	Medians:	3	2		1,383	4,574			\$1,448	1,382.50	1.05		2	
			Minimums:	3	2		1,369	4,356			\$1,400	1,369.00	1.00		2	
			Maximums:	3	2		1,396	4,792			\$1,495	1,396.00	1.09		2	
			Averages:	3	2		1,383	4,574			\$1,448	1,382.50	1.05		2	

History Properties

#	ML#	Address	Bdr	FB	3/4B	HB	SqFt	Lot SF	YrBlt	Bldg Desc	List Price	Sale Price	Act Clo Dt	ApxLivA	LP/SF	SP/SF	Style	Garage	Pool	DOM
1	1344700	9740 West MESA VISTA Avenue #0	3	2	0	1	1,396	4,792	2002	1STORY	\$1,000	\$1,000	7/31/13	1,396	0.72	0.72	SINGLE	2	No	47
2	1352402	6775 BROADACRES RANCH Street #0	3	2	0	0	1,362	3,920	2002	1STORY	\$1,000	\$1,000	7/5/13	1,362	0.73	0.73	SINGLE	2	No	16
3	1415008	9672 BIGHORN RANCH Avenue #0	3	2	0	0	1,362	4,792	2003	1STORY	\$1,100	\$1,000	2/28/14	1,362	0.81	0.73	SINGLE	2	No	39
4	1334388	9616 DEER PARK Avenue #9999	3	2	0	0	1,362	4,792	2004	1STORY	\$999	\$1,050	5/17/13	1,362	0.73	0.77	SINGLE	2	No	32
5	1338315	9607 CEDAR PARK Avenue #0	3	2	0	0	1,314	4,356	2002	1STORY	\$1,095	\$1,050	5/15/13	1,314	0.83	0.80	SINGLE	2	No	29
6	1372615	9897 RISTO Court #0	3	2	0	0	1,367	4,792	2003	1STORY	\$1,050	\$1,050	1/7/14	1,367	0.77	0.77	SINGLE	2	No	149
7	1402360	6790 BROADACRES RANCH Street #0	3	1	1	0	1,314	3,920	2002	1STORY	\$1,050	\$1,050	1/1/14	1,314	0.80	0.80	SINGLE	2	No	22
8	1431938	9895 MACKOVSKI Court #0	3	2	0	0	1,367	4,356	2004	1STORY	\$1,050	\$1,050	4/9/14	1,367	0.77	0.77	SINGLE	2	No	5
9	1439404	6516 AMERICAN FLOWER Street #0	3	2	0	0	1,389	4,356	2005	1STORY	\$1,050	\$1,050	5/27/14	1,389	0.76	0.76	SINGLE	2	No	38

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AA3073

CMA Summary

Listings as of 08/09/19 at 2:34 pm

RNT

History Properties

#	ML#	Address	Bdr	FB	3/4B	HB	SqFt	Lot SF	YrBlt	Bldg Desc	List Price	Sale Price	Act Clo	DtApxLivA	LP/SF	SP/SF	Style	Garage	Pool	DOM
10	1522998	9740 West MESA VISTA Avenue #0	3	2	0	0	1,396	4,792	2002	1STORY	\$1,050	\$1,050	3/27/15	1,396	0.75	0.75	SINGLE	2	No	10
11	1439208	6791 QUARTERHORSE Lane #0	2	2	0	0	1,315	3,920	2003	1STORY	\$1,030	\$1,068	7/3/14	1,315	0.78	0.81	SINGLE	2	No	40
12	1443881	9929 SHADOW GROVE Avenue #0	3	2	0	0	1,396	4,792	2000	1STORY	\$1,075	\$1,075	5/28/14	1,396	0.77	0.77	SINGLE	2	No	13
13	1554154	5274 SHADOW VALLEY Street #-	3	2	0	0	1,367	3,485	2005	1STORY	\$1,075	\$1,075	7/13/15	1,367	0.79	0.79	SINGLE	2	No	3
14	1467002	6775 BROADACRES RANCH Street #0	3	2	0	0	1,362	3,920	2002	1STORY	\$1,090	\$1,090	8/8/14	1,362	0.80	0.80	SINGLE	2	No	8
15	1352617	9518 GROVE RIDGE Avenue #-	3	2	0	0	1,377	4,792	2003	1STORY	\$1,095	\$1,095	8/16/13	1,377	0.80	0.80	SINGLE	2	No	61
16	1398993	9584 BANDERA CREEK Avenue #NA	3	2	0	0	1,314	3,920	2003	1STORY	\$1,095	\$1,095	11/22/13	1,314	0.83	0.83	SINGLE	2	No	13
17	1492269	9549 BIRCH BASIN Court #0	3	2	0	0	1,312	6,098	2005	1STORY	\$1,095	\$1,095	11/10/14	1,312	0.83	0.83	SINGLE	2	No	7
18	1379829	9623 GIDDINGS Avenue #0	3	2	0	0	1,362	4,792	2003	1STORY	\$1,100	\$1,100	9/26/13	1,362	0.81	0.81	SINGLE	2	No	20
19	1403292	9663 BANDERA CREEK Avenue #0	3	2	0	0	1,362	4,792	2003	1STORY	\$1,100	\$1,100	12/19/13	1,362	0.81	0.81	SINGLE	2	No	23
20	1434157	9604 DEER PARK Avenue #n/a	3	2	0	0	1,362	4,356	2004	1STORY	\$1,100	\$1,100	4/23/14	1,362	0.81	0.81	SINGLE	2	No	10
21	1436539	9720 GENTLE SPIRIT Drive #0	3	2	0	0	1,377	4,356	2003	1STORY	\$1,100	\$1,100	5/7/14	1,377	0.80	0.80	SINGLE	2	No	19
22	1450964	9678 West MESA VISTA Avenue #0	3	3	0	0	1,396	4,792	2003	1STORY	\$1,100	\$1,100	6/10/14	1,396	0.79	0.79	SINGLE	2	No	4
23	1458362	6799 QUARTERHORSE Lane #0	2	2	0	0	1,315	4,356	2003	1STORY	\$1,100	\$1,100	7/3/14	1,315	0.84	0.84	SINGLE	2	No	6
24	1479254	6091 AMAZING GRACE Court #0	3	2	0	0	1,377	7,405	2003	1STORY	\$1,100	\$1,100	10/2/14	1,377	0.80	0.80	SINGLE	2	No	18
25	1480393	9888 SHADOW GROVE Avenue #0	3	2	0	0	1,396	4,792	2001	1STORY	\$1,100	\$1,100	10/15/14	1,396	0.79	0.79	SINGLE	2	No	30
26	1493354	9720 GENTLE SPIRIT Drive #0	3	2	0	0	1,377	4,356	2003	1STORY	\$1,100	\$1,100	11/20/14	1,377	0.80	0.80	SINGLE	2	No	13
27	1515428	9878 MACKOVSKI Court #0	3	2	0	0	1,367	3,920	2004	1STORY	\$1,150	\$1,100	2/17/15	1,367	0.84	0.80	SINGLE	2	No	7

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AA3074

CMA Summary

Listings as of 08/09/19 at 2:34 pm

RNT

History Properties

#	ML#	Address	Bdr	FB	3/4B	HB	SqFt	Lot SF	YrBlt	Bldg Desc	List Price	Sale Price	Act Clo	DtApxLivA	LP/SF	SP/SF	Style	Garage	Pool	DOM
28	1516446	6790 BROADACRES RANCH Street #0	3	1	1	0	1,314	3,920	2002	1STORY	\$1,100	\$1,100	3/6/15	1,314	0.84	0.84	SINGLE	2	No	7
29	1846875	9672 BIGHORN RANCH Avenue	3	2	0	0	1,362	4,792	2003	1STORY	\$1,100	\$1,100	2/10/17	1,362	0.81	0.81	SINGLE	2	No	100
30	1541805	6791 QUARTERHORSE Lane #0	2	2	0	0	1,315	3,920	2003	1STORY	\$1,068	\$1,106	6/1/15	1,315	0.81	0.84	SINGLE	2	No	22
31	1540779	6891 WIMBERLY Street #0	3	2	0	0	1,362	3,920	2003	1STORY	\$1,125	\$1,125	5/26/15	1,362	0.83	0.83	SINGLE	2	No	8
32	1537710	5533 STERLING VALLEY Court #n/a	3	2	0	0	1,396	4,792	2003	1STORY	\$1,145	\$1,145	5/23/15	1,396	0.82	0.82	SINGLE	2	No	15
33	1376394	9469 VAST VALLEY Avenue #0	3	2	0	0	1,369	4,356	2003	1STORY	\$1,150	\$1,150	9/5/13	1,369	0.84	0.84	SINGLE	2	No	11
34	1484278	9659 GIDDINGS Avenue #0	3	2	0	0	1,314	4,356	2004	1STORY	\$1,000	\$1,150	11/26/14	1,314	0.76	0.88	SINGLE	2	No	44
35	1486113	5096 SHADOW VALLEY Street #0	3	2	0	0	1,396	6,970	2003	1STORY	\$1,150	\$1,150	12/1/14	1,396	0.82	0.82	SINGLE	2	No	48
36	1505757	9663 BANDERA CREEK Avenue #0	3	2	0	0	1,362	4,792	2003	1STORY	\$1,150	\$1,150	1/26/15	1,362	0.84	0.84	SINGLE	2	No	20
37	1574448	9518 GROVE RIDGE Avenue #-	3	2	0	0	1,377	4,792	2003	1STORY	\$1,195	\$1,150	12/29/15	1,377	0.87	0.84	SINGLE	2	No	105
38	1590381	5096 SHADOW VALLEY Street #0	3	2	0	0	1,396	6,970	2003	1STORY	\$1,150	\$1,150	12/14/15	1,396	0.82	0.82	SINGLE	2	No	11
39	1593498	9549 BIRCH BASIN Court #0	3	2	0	0	1,312	6,098	2005	1STORY	\$1,150	\$1,150	1/22/16	1,312	0.88	0.88	SINGLE	2	No	21
40	1839430	5096 SHADOW VALLEY Street #0	3	2	0	0	1,396	6,970	2003	1STORY	\$1,150	\$1,150	10/13/16	1,396	0.82	0.82	SINGLE	2	No	6
41	1352182	9639 BANDERA CREEK Avenue #0	3	2	0	0	1,314	4,792	2002	1STORY	\$1,125	\$1,160	6/8/13	1,314	0.86	0.88	SINGLE	2	No	2
42	1529560	5268 SHADOW VALLEY Street #0	3	2	0	0	1,367	3,485	2005	1STORY	\$1,190	\$1,190	4/21/15	1,367	0.87	0.87	SINGLE	2	No	24
43	1345018	5931 POPLAR TREE Street #0	3	2	0	0	1,377	5,663	2003	1STORY	\$1,195	\$1,195	6/20/13	1,377	0.87	0.87	SINGLE	2	No	14
44	1382520	5291 BLUE GUM Court #0	2	2	0	0	1,315	5,663	2003	1STORY	\$1,195	\$1,195	10/1/13	1,315	0.91	0.91	SINGLE	2	No	15
45	1534217	9604 DEER PARK Avenue #0	3	2	0	0	1,362	4,356	2004	1STORY	\$1,195	\$1,195	5/11/15	1,362	0.88	0.88	SINGLE	2	No	15
46	1552616	9765 VISTA CREST Avenue #N/A	3	2	0	0	1,396	4,792	2001	1STORY	\$1,195	\$1,195	7/15/15	1,396	0.86	0.86	SINGLE	2	No	7

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AA3075

CMA Summary

Listings as of 08/09/19 at 2:34 pm

RNT

History Properties

#	ML#	Address	Bdr	FB	3/4B	HB	SqFt	Lot SF	YrBlt	Bldg Desc	List Price	Sale Price	Act Clo	DtApxLivA	LP/SF	SP/SF	Style	Garage	Pool	DOM
47	1604013	9663 BANDERA CREEK Avenue #0	3	2	0	0	1,362	4,792	2003	1STORY	\$1,195	\$1,195	2/9/16	1,362	0.88	0.88	SINGLE	2	No	12
48	1815425	6779 ALLEN RANCH Court	3	2	0	0	1,362	6,534	2002	1STORY	\$1,195	\$1,195	7/22/16	1,362	0.88	0.88	SINGLE	2	No	3
49	1915760	5931 POPLAR TREE Street #0	3	2	0	0	1,377	5,663	2003	1STORY	\$1,195	\$1,195	7/29/17	1,377	0.87	0.87	SINGLE	2	No	2
50	1488856	9764 RIDGEBLUFF Avenue #0	3	2	0	0	1,396	4,792	2001	1STORY	\$1,200	\$1,200	12/15/14	1,396	0.86	0.86	SINGLE	2	No	35
51	1546866	9838 SHADOW GROVE Avenue #n/a	3	2	0	0	1,396	4,792	2000	1STORY	\$1,200	\$1,200	7/3/15		0.86	0.86	SINGLE	2	No	23
52	1559304	5390 South CONQUISTADOR Street	3	2	0	0	1,396	4,792	2001	1STORY	\$1,200	\$1,200	9/21/15	1,396	0.86	0.86	SINGLE	2	No	43
53	1586891	6091 AMAZING GRACE Court #0	3	2	0	0	1,377	7,405	2003	1STORY	\$1,295	\$1,200	12/29/15	1,377	0.94	0.87	SINGLE	2	No	34
54	1626402	9584 BANDERA CREEK Avenue #0	3	2	0	0	1,314	3,920	2003	1STORY	\$1,225	\$1,200	7/29/16	1,314	0.93	0.91	SINGLE	2	No	85
55	1808230	9594 BIGHORN RANCH Avenue #0	3	2	0	0	1,314	4,356	2002	1STORY	\$1,200	\$1,200	6/24/16	1,314	0.91	0.91	SINGLE	2	No	2
56	1834178	9623 GIDDINGS Avenue	3	2	0	0	1,362	4,792	2003	1STORY	\$1,200	\$1,200	10/15/16	1,362	0.88	0.88	SINGLE	2	No	7
57	1874217	9472 VIOLET SUNSET Avenue #N/A	3	2	0	0	1,389	4,356	2004	1STORY	\$1,200	\$1,200	2/26/17	1,389	0.86	0.86	SINGLE	2	No	2
58	1460816	5910 VINTAGE GARDEN Court #NA	3	2	0	0	1,377	479,160	2001	1STORY	\$1,225	\$1,225	8/26/14	1,377	0.89	0.89	SINGLE	2	No	41
59	1563080	9710 West MESA VISTA Avenue #N/A	3	2	0	0	1,396	4,792	2002	1STORY	\$1,225	\$1,225	10/13/15	1,396	0.88	0.88	SINGLE	2	No	54
60	1839599	9914 RIDGEHAVEN Avenue #0	3	2	0	0	1,396	4,792	2001	1STORY	\$1,225	\$1,225	10/26/16	1,396	0.88	0.88	SINGLE	2	No	21
61	1888190	5366 South CONQUISTADOR Street	3	2	0	0	1,396		2001	1STORY	\$1,250	\$1,225	5/19/17		0.90	0.88	SINGLE	2	No	31
62	1817147	9897 RISTO Court #0	3	2	0	0	1,367	4,792	2003	1STORY	\$1,198	\$1,233	8/5/16	1,367	0.88	0.90	SINGLE	2	No	9
63	1342740	9323 ICELAND SPAR Court #9323	3	2	0	1	1,398	2,614	2004	3TORY,2STOR	\$1,200	\$1,250	5/15/13	1,398	0.86	0.89	SINGLE	2	No	13
64	1455431	9978 SHADOW GROVE #0	3	2	0	0	1,396	6,970	2000	1STORY	\$1,250	\$1,250	7/10/14	1,396	0.90	0.90	SINGLE	2	No	5
65	1631642	5268 SHADOW VALLEY Street #0	3	2	0	0	1,367	3,485	2005	1STORY	\$1,250	\$1,250	5/24/16	1,367	0.91	0.91	SINGLE	2	No	12

*** INFORMATION HEREIN IS NOT GUARANTEED. *** Basic descriptive info only; Not guaranteed. Sizes and taxes are approximate

AA3076

CMA Summary

Listings as of 08/09/19 at 2:34 pm

RNT

History Properties

#	ML#	Address	Bdr	FB	3/4B	HB	SqFt	Lot SF	YrBlt	Bldg Desc	List Price	Sale Price	Act Clo	DtApxLivA	LP/SF	SP/SF	Style	Garage	Pool	DOM
66	1911379	9547 ASPEN CANYON Court #0	3	2	0	0	1,312		2005	1STORY	\$1,250	\$1,250	8/1/17		0.95	0.95	SINGLE	2	No	8
67	1913745	9616 DEER PARK Avenue	3	2	0	0	1,362	4,792	2004	1STORY	\$1,295	\$1,250	8/2/17	1,362	0.95	0.92	SINGLE	2	No	13
68	1913061	9953 SHADOW GROVE Avenue #0	3	2	0	0	1,396	4,792	2000	1STORY	\$1,275	\$1,275	8/1/17	1,396	0.91	0.91	SINGLE	2	No	8
69	1906840	9838 SHADOW GROVE Avenue	3	2	0	0	1,396	4,792	2001	1STORY	\$1,288	\$1,288	9/22/17	1,396	0.92	0.92	SINGLE	2	No	96
70	2001679	9549 BIRCH BASIN Court #0	3	2	0	0	1,312	6,098	2005	1STORY	\$1,298	\$1,298	6/22/18	1,312	0.99	0.99	SINGLE	2	No	1
71	1902291	9703 RIDGEBLUFF Avenue #n/a	3	2	1	0	1,396		2002	1STORY	\$1,300	\$1,300	6/29/17		0.93	0.93	SINGLE	2	No	28
72	1904510	9639 BANDERA CREEK Avenue	3	2	0	0	1,314	4,792	2002	1STORY	\$1,300	\$1,300	6/24/17	1,314	0.99	0.99	SINGLE	2	No	11
73	1925150	6756 ALLEN RANCH Court	3	2	0	0	1,314	4,792	2002	1STORY	\$1,325	\$1,325	9/4/17	1,314	1.01	1.01	SINGLE	2	No	8
74	1972853	9663 BANDERA CREEK Avenue	3	2	0	0	1,362	4,792	2003	1STORY	\$1,325	\$1,325	3/15/18	1,362	0.97	0.97	SINGLE	2	No	7
75	1934057	9917 SHADOWGATE Court	3	2	0	0	1,396	5,663	2000	1STORY	\$1,350	\$1,350	11/14/17	1,396	0.97	0.97	SINGLE	2	No	49
76	2008093	9703 RIDGEBLUFF Avenue #n/a	3	2	1	0	1,396		2002	1STORY	\$1,350	\$1,350	7/16/18		0.97	0.97	SINGLE	2	No	4

History	# LISTINGS:	76	Medians:	3	2		1,367	4,792			\$1,150	\$1,150	1,367.00	0.85	0.85			2		15
			Minimums:	2	1		1,312	2,614			\$999	\$1,000	1,312.00	0.72	0.72			2		1
			Maximums:	3	3	1	1	1,398	479,160		\$1,350	\$1,350	1,398.00	1.01	1.01			2		149
			Averages:	3	2	0	0	1,364	11,423		\$1,161	\$1,161	1,362.86	0.85	0.85			2		24

Leased Properties

#	ML#	Address	Bdr	FB	3/4B	HB	SqFt	Lot SF	YrBlt	Bldg Desc	List Price	Sale Price	Act Clo	DtApxLivA	LP/SF	SP/SF	Style	Garage	Pool	DOM
1	2107201	6516 AMERICAN FLOWER Street #0	3	2	0	0	1,389	4,356	2005	1STORY	\$1,350	\$1,350	7/12/19	1,389	0.97	0.97	SINGLE	2	No	23
2	2103013	5533 STERLING VALLEY Court	3	2	0	0	1,396	4,792	2003	1STORY	\$1,395	\$1,395	7/5/19	1,396	1.00	1.00	SINGLE	2	No	7
3	2071606	9548 BIRCH BASIN Court	3	2	0	0	1,304	5,663	2005	1STORY	\$1,450	\$1,450	2/27/19	1,304	1.11	1.11	SINGLE	2	No	8

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AA3077

CMA Summary

Listings as of 08/09/19 at 2:34 pm

RNT

<u>Leased</u>	# LISTINGS: 3	Medians:	3	2	1,389	4,792		\$1,395	\$1,395	1,389.00	1.00	1.00	2	8
		Minimums:	3	2	1,304	4,356		\$1,350	\$1,350	1,304.00	0.97	0.97	2	7
		Maximums:	3	2	1,396	5,663		\$1,450	\$1,450	1,396.00	1.11	1.11	2	23
		Averages:	3	2	1,363	4,937		\$1,398	\$1,398	1,363.00	1.03	1.03	2	13

Quick Statistics (81 Listings Total)

	Min	Max	Average	Median
List Price	\$999	\$1,495	\$1,177	\$1,190
Sold Price	\$1,000	\$1,450	\$1,170	\$1,150

Title Report

7670 W. Lake Mead Blvd. #120, Las Vegas, NV 89128

Escrow Officer: Amber Bean
Email: abean@ltic.com
Phone No.: (702) 266-8236
Fax No.: (702) 973-1587
Order No.: 03022171

Property Address: 5946 Lingering Breeze Street Las Vegas, Nevada 89148

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Order #: **03022171**

Your Reference #:

Escrow Officer: **Amber Bean**
7670 W. Lake Mead Blvd. #120
Las Vegas, NV 89128
Phone: **(702) 266-8236**
Fax: **(702) 973-1587**
Email: **abean@ltic.com**Title Officer: **Tina Lucid**
Proposed Buyer(s): **TBD TBD**
Sales Price: **\$**
Proposed Lender: **New Lender**
Loan Amount: **\$0.00**
Short Term Rate: **No**Property Address: **5946 Lingering Breeze Street Las Vegas, Nevada 89148**

PRELIMINARY REPORT

Effective Date: September 6, 2019 at 7:30 a.m.

In response to the application for a policy of title insurance referenced herein, **Lawyers Title of Nevada, Inc.** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitation on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of **Commonwealth Land Title Insurance Company**.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered. It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

Countersigned:

By: 
Authorized Officer or AgentBy: 
ATTEST

President
Secretary

SCHEDULE A

The form of policy of title insurance contemplated by this report is:

ALTA Standard Owners Policy (6-17-06) w/ NV Mods

ALTA Extended Loan Policy (6-17-06) w/ NV Mods

The estate or interest in the land hereinafter described or referred to covered by this report is:

A Fee as to Parcel(s) One (1)

Easement(s) more fully described below as to Parcel(s) Two (2)

Title to said estate or interest at the date hereof is [vested in:](#)

Joseph F. Harrison and Bonnie L. Harrison, husband and wife as joint tenants, Subject to Item No. 23, 24 & 25

The land referred to herein is situated in the County of **Clark**, State of **Nevada**, and is described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

EXHIBIT A

PARCEL ONE (1):

LOT ONE HUNDRED THIRTY-ONE (131) IN BLOCK FIVE (5) OF RUSSELL / FORT APACHE - UNIT 3 AS SHOWN BY MAP THEREOF ON FILE IN [BOOK 101 OF PLATS, PAGE 45](#) IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES, ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

Assessor's Parcel Number: 163-31-611-022

SCHEDULE B – Section A

The following exceptions will appear in policies when providing standard coverage as outlined below:

1. (a) Taxes or assessments are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or which may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

SCHEDULE B – Section B

At the date hereof Exceptions to coverage in addition to the printed exceptions to said policy form would be as follows:

1. General and special State, County and/or City property taxes, including any personal property taxes and any assessments collected with taxes, payable in four (4) quarterly installments (due on or before 3rd Monday in August and 1st Monday in October, January and March, respectively) are as follows:

Assessor's Parcel No.: 163-31-611-022
District Number: 417
Fiscal Year: 2019-2020
Total Taxes: \$1,827.67
1st Installment: \$652.63, paid
2nd Installment: \$391.68, not paid
3rd Installment: \$391.68, not paid
4th Installment: \$391.68, not paid

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 361.260 of the Nevada Revised Statutes.
3. The Land lies within the boundaries of Clark County Water Reclamation District and is subject to any and all fees that may be due said District.
4. Water rights, claims or title to water, whether or not disclosed by the Public Records.
5. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded March 4, 1960, Instrument No. 190215, Book 234, of Official Records

The above right of way, not dedicated, have been vacated by an instrument dated August 16, 2000 recorded August 30, 2000, [Instrument No. 01173](#), Book 20000830, Official Records.
6. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded July 5, 1967, [Instrument No. 647912](#), Book 806, of Official Records

The above right of way, not dedicated, have been vacated by an instrument dated August 16, 2000 recorded August 30, 2000, [Instrument No. 01170](#), Book 20000830, Official Records.
7. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded March 5, 1971, Instrument No. 84378, Book 106, of Official Records

The above right of way, not dedicated, have been vacated by an instrument dated August 16, 2000 recorded August 30, 2000, [Instrument No. 01174](#), Book 20000830, Official Records.
8. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded July 10, 1973, [Instrument No. 303959](#), Book 344, of Official Records

The above right of way, not dedicated, have been vacated by an instrument dated August 16, 2000 recorded August 30, 2000, [Instrument No. 01172](#), Book 20000830, Official Records.
9. Mineral rights, reservations, easements and exclusions as contained in the Patent from the United States of America recorded July 17, 1991, Instrument No. 00321, Book 910717, of Official Records

The above right of way, not dedicated, have been vacated by an instrument dated August 16, 2000 recorded August 30, 2000, [Instrument No. 01171](#), Book 20000830, Official Records.

SCHEDULE B – Section B
(Continued)

10. Any irregularities, reservations or other matters which would be disclosed by an examination of the proceedings occasioning the abandonment or vacation was recorded March 7, 2001, [Instrument No. 00644](#), Book 20010307, of Official Records

11. Any discrepancy in boundaries, area or any other facts which are disclosed by the Record of Survey:

File: 83 of Surveys, Page 1

Recorded: June 18, 1996, [Instrument No. 00816](#), Book 960618, of Official Records.

12. Any discrepancy in boundaries, area or any other facts which are disclosed by the Record of Survey:

File: 101 of Surveys, Page 11

Recorded: March 8, 1999, [Instrument No. 00535](#), Book 990308, of Official Records.

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to: County of Clark

Purpose: drainage

Recorded: March 12, 2001, [Instrument No. 000779](#), Book 20010312, of Official Records

14. Matters contained in that certain document entitled "Off Site Improvements",

Recorded: July 24, 2001, [Instrument No. 03059](#), Book 20010724, of Official Records

Reference is hereby made to said document for full particulars.

15. Matters contained in that certain document entitled "Traffic Control Improvements Cost Participation Agreement",

Recorded: July 25, 2001, [Instrument No. 00466](#), Book 20010725, of Official Records

Reference is hereby made to said document for full particulars.

16. Covenants, conditions and restrictions (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as set forth in the document.

Recorded: August 9, 2001, [Instrument No. 01455](#), Book 20010809, of Official Records.

Liens and charges for upkeep and maintenance as set forth in the above mentioned declaration, payable to **Southern Terrace Homeowners Association.**

The provisions of said covenants, conditions and restrictions were extended to include the herein described land by an instrument

Recorded: August 9, 2001, [Instrument No. 01455](#), Book 20010809, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: November 30, 2001, [Instrument No. 02984](#), Book 20011130, of Official Records

SCHEDULE B – Section B
(Continued)

The provisions of said covenants, conditions and restrictions were extended to include the herein described land by an instrument

Recorded: March 28, 2002, [Instrument No. 01689](#), Book 20020328, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: March 29, 2002, [Instrument No. 01405](#), Book 20020329, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: May 3, 2002, [Instrument No. 00763](#), Book 20020503, of Official Records

The provisions of said covenants, conditions and restrictions were extended to include the herein described land by an instrument

Recording Date: May 24, 2002

Recording No.: Book 20020524, Instrument No. 0003121, of Official Records.

Modification(s) of said covenants, conditions and restrictions

Recorded: July 10, 2002, [Instrument No. 02015](#), Book 20020710, of Official Records

Modification(s) of said covenants, conditions and restrictions

Recorded: August 5, 2002, [Instrument No. 02173](#), Book 20020805, of Official Records

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document:

Granted to: Clark County Sanitation District

Purpose: sewage

Recorded: August 10, 2001, [Instrument No. 00740](#), Book 20010810, of Official Records

18. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on the map of said [tract/plat](#);

Plat [Book 101, Page 45](#), of Official Records

19. Matters contained in that certain document entitled "Master Development Agreement (PFNA)",

Recorded: December 28, 2001, [Instrument No. 02138](#), Book 2001228, of Official Records

Reference is hereby made to said document for full particulars.

SCHEDULE B – Section B
(Continued)

20. A claim of lien for the amount stated therein and any additional amounts payable:

Claimant: Republic Services
Amount: \$90.28
Account Number: 21-61320-9
Recording Date: July 25, 2007
Recording No.: Book 20070725, [Instrument No. 0001673, of Official Records](#).

21. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$234,739.00
Dated: March 26, 2009
Trustor/Grantor: Joseph F. Harrison and Bonnie L. Harrison, husband and wife as joint tenants
Trustee: Nevada Title Company
Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for Direct Equity Mortgage LLC, a Nevada Corporation
MIN No.: 100521800000037987
Recording Date: March 31, 2009
Recording No.: Book 20090331, Instrument No. [0004948, of Official Records](#)

NOTE: This loan appears to be registered with Mortgage Electronic Registration Systems, Inc., (MERS). The name, address and telephone number for loan servicing should be obtained from the MERS website: www.mers-servicerid.org or by calling, 1-888-679-MERS (1-888-679-6377), and referring to the Mortgage Identification Number (MIN) 100521800000037987.

A substitution of trustee under said deed of trust which names, as the substituted trustee, the following

Trustee: Cooper Castle Law Firm, LLP
Recording Date: August 24, 2012
Recording No.: Book 20120824, Instrument No. [0003610, of Official Records](#)

A notice of default under the terms of said trust deed

Executed by: Cooper Castle Law Firm, LLP
Recording Date: March 6, 2013
Recording No.: Book 20130306, Instrument No. [0002239, of Official Records](#)

Terms, provisions and conditions as contained in an instrument

Entitled: State of Nevada Foreclosure Mediation Program
Recording Date: November 18, 2013
Recording No.: Book 20131118, Instrument No. [0000444, of Official Records](#)

A notice of trustee's sale under said deed of trust

Executed by: Cooper Castle Law Firm, LLP
Date, Time and Place of Sale: 12/20/2013 @ 9:00a.m. – Front Entrance of Nevada Legal News
Recording Date: November 18, 2013
Recording No.: Book 20131118, Instrument No. [0000445, of Official Records](#)

SCHEDULE B – Section B
(Continued)

By various assignments, the beneficial interest thereunder is now held of record in:

Assignee: Ocwen Loan Servicing LLC
 Loan No.: 0602311075
 Recording Date: January 24, 2014
 Recording No.: Book 20140124, [Instrument No. 0000039, of Official Records](#)

22. Notice of delinquent assessments and lien payable to the Owners' Association pursuant to the declaration herein.

Name of Declaration: Lien for Delinquent Assessments
 Amount: \$737.04
 Owners Association: Rebecca Tom, Red Rock Financial Services, on behalf of Southern Terrace Homeowners Association
 Recording Date: December 8, 2011
 Recording No.: Book 20111208, [Instrument No. 0002960, of Official Records](#).

A Notice of Default under said Assessment Lien

Executed by: Joshua Wood, Red Rock Financial Services, on behalf of Southern Terrace Homeowners Association
 Recording Date: February 2, 2012
 Recording No.: Book 20120202, Instrument No. [0000465, of Official Records](#).

A Notice of Trustee's Sale under said Assessment Lien

Executed by: Mia Fregeau, an employee of United Legal Services Inc. As authorized agent for and on behalf of Southern Terrace Homeowners Association
 Time and Place of Sale: On May 25, 2013 at 9:00 AM at 8965 S. Eastern Ave, Suite 350, Las Vegas, NV 89123
 Recording Date: May 2, 2013
 Recording No.: Book 20130502, Instrument No. [0000105, of Official Records](#).

23. A Foreclosure Deed Upon Sale:

From: Southern Terrace Homeowners Association
 To: First 100 LLC
 Dated: May 25, 2013
 Recording Date: May 29, 2013
 Recording No.: 20130529 as [Document No. 0002514 of Official Records](#).

NOTE: The Company will require an acceptable, non-appealable, Quiet Title decree or other acceptable Documentation to pass title on the above Deed.

SCHEDULE B – Section B
(Continued)

24. A Trustees Deed Upon Sale:

From: Cooper Castle Law Firm, LLP
To: Ocwen Loan Servicing LLC
Dated: January 3, 2014
Recording Date: January 7, 2014
Recording No: 20140107 as [Document No. 0000775 of Official Records](#)

25. The vesting set forth in this Preliminary Title Report is subject to verification, to the satisfaction of this company, of the validity and enforceability of the following uninsured deed:

Dated: October 23, 2013
Grantor: First 100 LLC
Grantee: Chersus Holdings LLC
Recording Date: January 13, 2014
Recording No.: Book 20140113, Instrument No. [0001734, of Official Records](#)

26. A pending Court Action as disclosed by a recorded notice:

Plaintiff: Ocwen Loan Servicing, LLC, a Foreign Limited Liability Company
Defendant: Chersus Holdings, LLC, a Domestic Limited-Liability Company; Does I
Through X; and Roe Corporations XI Through XX, Inclusive
County: Clark
Court: District
Case No.: A-14-696357-C
Nature of Action: Lis Pendens
Recorded: February 20, 2014
Recording No.: Book 20140220, Instrument No. [0001981, of Official Records.](#)

SCHEDULE B – Section B
(Continued)

Matters contained in that certain document

Entitled: Lis Pendens
 Plaintiff: Ocwen Loan Servicing, LLC, a Foreign Limited Liability Company
 Defendant: Chersus Holdings, LLC, a Domestic Limited Liability Company; First 100, LLC, a Domestic Limited Liability Company; Southern Terrace Homeowners Association, a Domestic Non-Profit Corporation; Red Rock Financial Services, LLC, a Foreign Limited Liability Company; United Legal Services, Inc., a Domestic Corporation; Does I Through X; and Roe Corporations XI Through XX, Inclusive
 Counterclaimant: Chersus Holdings LLC
 Counter-Defendant: Ocwen Loan Servicing LLC
 County: Clark
 Court: District
 Case No.: A-14-696357-C
 Nature of Action: Lis Pendens
 Recorded: July 29, 2016
 Recording No.: Book 20160729, Instrument No. [0003379, of Official Records.](#)

Reference is hereby made to said document for full particulars.

Matters contained in that certain document

Entitled: Notice of Entry of Order
 Filed: May 7, 2019
 Plaintiff: Ocwen Loan Servicing, LLC, a Foreign Limited Liability Company
 Defendant: Chersus Holdings, LLC, a Domestic Limited Liability Company; First 100, LLC, a Domestic Limited Liability Company; Southern Terrace Homeowners Association, a Domestic Non-Profit Corporation; Red Rock Financial Services, LLC, a Foreign Limited Liability Company; United Legal Services, Inc., a Domestic Corporation; Does I Through X; and Roe Corporations XI Through XX, Inclusive
 Counterclaimant: Chersus Holdings LLC
 Counter-Defendant: Ocwen Loan Servicing LLC
 County: Clark
 Court: District
 Case No.: A-14-696357-C
 Recording Date: May 24, 2019
 Recording No.: Book 20190524, Instrument No. [0000494, of Official Records](#)

Reference is hereby made to said document for full particulars.

27. A claim of lien for the amount stated therein and any additional amounts payable:

Claimant: Republic Silver State Disposal, Inc., DBA Republic Services
 Amount: \$293.51
 Account Number: 620-357778
 Recording Date: September 4, 2014
 Recording No.: Book 20140904, Instrument No. [0002996, of Official Records.](#)

28. A claim of lien for the amount stated therein and any additional amounts payable:

SCHEDULE B – Section B
(Continued)

- | | |
|-----------------|---|
| Claimant: | Republic Silver State Disposal, Inc., DBA Republic Services |
| Amount: | \$261.29 |
| Account Number: | 620-357778 |
| Recording Date: | May 29, 2015 |
| Recording No.: | Book 20150529, Instrument No. 0001784, of Official Records. |
29. A claim of lien for the amount stated therein and any additional amounts payable:
- | | |
|-----------------|---|
| Claimant: | Republic Silver State Disposal, Inc., DBA Republic Services |
| Amount: | \$258.20 |
| Account Number: | 620-357778 |
| Recording Date: | December 1, 2015 |
| Recording No.: | Book 20151201, Instrument No. 0002522, of Official Records. |
30. A claim of lien for the amount stated therein and any additional amounts payable:
- | | |
|-----------------|---|
| Claimant: | Republic Silver State Disposal, Inc., DBA Republic Services |
| Amount: | \$258.20 |
| Account Number: | 620-357778 |
| Recording Date: | May 26, 2016 |
| Recording No.: | Book 20160526, Instrument No. 0001097, of Official Records. |
31. A claim of lien for the amount stated therein and any additional amounts payable:
- | | |
|-----------------|---|
| Claimant: | Republic Silver State Disposal, Inc., DBA Republic Services |
| Amount: | \$258.78 |
| Account Number: | 620-357778 |
| Recording Date: | November 23, 2016 |
| Recording No.: | Book 20161123, Instrument No. 0001998, of Official Records. |
32. A claim of lien for the amount stated therein and any additional amounts payable:
- | | |
|-----------------|---|
| Claimant: | Republic Silver State Disposal, Inc., DBA Republic Services |
| Amount: | \$258.78 |
| Account Number: | 620-357778 |
| Recording Date: | May 24, 2017 |
| Recording No.: | Book 20170524, Instrument No. 0003906, of Official Records. |
33. A claim of lien for the amount stated therein and any additional amounts payable:
- | | |
|-----------------|---|
| Claimant: | Republic Silver State Disposal, Inc., DBA Republic Services |
| Amount: | \$306.70 |
| Account Number: | 620-357778 |
| Recording Date: | November 22, 2017 |
| Recording No.: | Book 20171122, Instrument No. 0003976, of Official Records. |
34. A claim of lien for the amount stated therein and any additional amounts payable:

SCHEDULE B – Section B
(Continued)

Claimant: Republic Silver State Disposal, Inc., DBA Republic Services
Amount: \$306.70
Account Number: 620-357778
Recording Date: May 30, 2018
Recording No.: Book 20180530, Instrument No. [0002159, of Official Records](#).

35. A claim of lien for the amount stated therein and any additional amounts payable:

Claimant: Republic Silver State Disposal
Amount: \$311.96
Account Number: 620-357778
Recording Date: November 26, 2018
Recording No: Book 20181126, Instrument No. [0002953, of Official Records](#)

36. A claim of lien for the amount stated therein and any additional amounts payable:

Claimant: Republic Silver State Disposal
Amount: \$311.96
Account Number: 620-357778
Recording Date: May 23, 2019
Recording No: Book 20190523, Instrument No. [0001744, of Official Records](#)

37. We find various Liens and Judgments that are of record against an LLC with similar or the same name as that of the vestee(s) shown herein. In order to complete this report, the Company requires a Statement of Information to be provided for the following vestee(s), which may allow and assist in the elimination of some or all of the said liens and judgments. After review of the requested Statement of Information, the Company reserves the right to add additional items or make further requirements prior to the issuance of any Policy of Title Insurance.

Vestee(s): First 100 LLC

NOTE: The Statement of Information is necessary to complete the search and examination of title under this order. Any title search includes matters that are indexed by name only, and having a completed Statement of Information assists the Company in the elimination of certain matters which appear to involve the parties but in fact affect another party with the same or similar name. Be assured that the Statement of Information is essential and will be kept strictly confidential to this file.

38. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Ocwen Loan Servicing LLC

SCHEDULE B – Section B
(Continued)

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
 - b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
 - c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
 - d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
 - e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

As of the date of this report, the Company has communicated with the Secretary of State of Nevada. The entity known as Ocwen Loan Servicing LLC is currently in good standing.

39. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: Chersus Holdings LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
 - b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
 - c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
 - d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
 - e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
- The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

**SCHEDULE B – Section B
(Continued)**

As of the date of this report, the Company has communicated with the Secretary of State of Nevada. The entity known as Chersus Holdings LLC is currently in good standing.

40. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below:

Limited Liability Company: First 100 LLC

- a) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member
- b) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps
- c) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member
- d) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin
- e) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

As of the date of this report, the Company has communicated with the Secretary of State of Nevada. The entity known as First 100 LLC IS currently in good standing.

41. In the event that an ALTA Extended Coverage Policy or ALTA Homeowners Policy of Title Insurance is requested in connection with this report, an inspection is required and must be ordered 72 hours prior to close. Upon its completion, the company reserves the right to except additional items and/or make additional requirements.

END OF SCHEDULE B EXCEPTIONS

**PLEASE REFER TO THE “NOTES” WHICH FOLLOWS FOR
INFORMATION NECESSARY TO COMPLETE THIS TRANSACTION**

NOTES

- 1: EFFECTIVE JULY 1, 2003, ALL DOCUMENTS, EXCEPT MAPS, SUBMITTED FOR RECORDING WITH THE OFFICE OF THE CLARK/NYE COUNTY RECORDER, MUST COMPLY WITH NRS 247.110, AS FOLLOWS:
 - (a) Be on 20# paper that is 8 ½ inches by 11 inches in size;
 - (b) Have a margin of 1 inch on the left and right sides and at the top and bottom of each page;
 - (c) Have a space of 3 inches by 3 inches at the upper right corner of the first page and have a margin of 1 inch at the top of each succeeding page;
 - (d) Not contain printed material on more than one side of each page;
 - (e) Print that is NO smaller than 10 point Times New Roman font and contains no more than 9 lines of text per vertical inch; and
 - (f) MUST NOT be printed in any ink other than black.

ANY DOCUMENT NOT COMPLYING WITH THESE GUIDELINES WILL BE SUBJECT TO AN ADDITIONAL, MINIMUM COUNTY NON-CONFORMING RECORDING CHARGE OF \$25.00 PER DOCUMENT.
- 2: The information on the attached plat is provided for your convenience as a guide to the general location of the subject property. The accuracy of this plat is not guaranteed, nor is it a part of any policy, report or guarantee to which it may be attached.
- 3: PLEASE CONTACT THE ESCROW OFFICE FOR WIRING INSTRUCTIONS.

Escrow No.: 03022171-300-AB
Escrow Branch Address: 7670 W. Lake Mead Blvd. #120, Las Vegas, NV 89128
Escrow Branch Phone: (702) 385-4141
- 4: Any documents being executed in conjunction with this transaction must be signed in the presence of an authorized Company employee, an authorized employee of an agent, an authorized employee of the insured lender, or by using Bancserv or other approved third-party service. If the above requirement cannot be met, please call the Company at the number provided in this report.
- 5: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- 6: Due to the Nevada Supreme Court's interpretation of N.R.S. §116.3116 (2)(c) in SFR Investments Pool 1, LLC v. U.S. Bank, N.A. 334 P. 3d 408 (2014), the Company is unwilling to issue the ALTA 9-06 Endorsement, but instead will issue the ALTA 9.10-06 Endorsement. This does not apply to common interest communities that are not subject to N.R.S. §116.3116 (i.e. apartment complexes, commercial condominiums that are exempt or other commercial properties).
- 7: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTES
(Continued)

8. Note: Based on information provided, this transaction will culminate in the transfer of real estate by documents recorded in the Office of the County Recorder and will require the payment of Documentary Transfer Tax. All transfer taxpayers are entitled to the rights afforded them by State Senate Bill 238, the "Taypayer's Bill of Rights for Taxes on the Transfer of Real Property." A copy of the pamphlet explaining these rights may be acquired by contacting the office of your local county recorder.
9. Note: The Land may be eligible for an ALTA Homeowners (1-4 Single Family) Policy of Title Insurance upon receipt, review and approval of a physical inspection report of the proposed insured property AND a properly executed Property Owner's Affidavit signed by the seller of the Land.
10. Note: The following information is provided strictly as an accommodation. According to the Assessor, the address of the Land is as follows:
- Type of Dwelling: a Single Family Dwelling within a Planned Unit Development
Address: 5946 Lingering Breeze Street, Las Vegas, Nevada
11. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
12. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

Note: Notice of Available Title Insurance and Escrow Discounts

Your transaction may qualify for one of the discounts shown below. In order to receive these discounts, you will need to contact your escrow officer or a company representative to determine if you qualify and to request the discount. Your escrow officer or company representative will provide a full description of the terms, conditions and requirements associated with each discount.

Available Title Insurance Discounts (These discounts will apply to all transactions where the company is issuing a policy of title insurance, including such transactions where the company is not providing escrow closing services.)

CREDIT FOR PRELIMINARY TITLE REPORTS AND/OR COMMITMENT CANCELLATION CHARGES ON SUBSEQUENT POLICIES

Where an order was cancelled and no major change in the title has occurred since the issuance of the original report or commitment, and the order is reopened within 24 - 36 months, all or a portion of the charge previously paid upon the cancellation of the report or commitment may be credited on a subsequent policy charge.

SHORT TERM RATE

The Short Term Rate is a reduction of the applicable insurance rate which is allowable only when the current order is placed within 60 months from the date of issuance of a prior policy of title insurance to the vested owner or an assignee of the interest insured. The short term rate is 80% of the Basic Rate. Unless otherwise stated, the reduction only applies to policies priced at 80% or greater of the basic rate. This reduction does not apply to Short Sale transactions or to any surcharge calculated on the basic rate.

PRIOR POLICY DISCOUNT (APPLICABLE TO ZONE 2, DIRECT OPERATIONS ONLY)

The Prior Policy Discount will apply when a seller or borrower provides a copy of their owner's policy upon opening escrow. The prior policy rate is 70% of the applicable owner's title premium. This discount may not be used in combination with any other discount and can only be used in transactions involving property located in Zone 2 (Zone 2 includes all Nevada counties except Clark, Lincoln and Nye) that are handled by a direct operation of the FNF Family of Companies.

CHURCHES OR CHARITABLE NON-PROFIT ORGANIZATIONS

On properties used as a church or for charitable purposes within the scope of the normal activities of such entities the charge for a policy shall be 50% to 70% of the appropriate title insurance rate, depending on the type of coverage selected. This discount shall not apply to charges for loan policies issued concurrently with an owner's policy.

EMPLOYEE RATE

No charge shall be made to employees of the Company, its subsidiary or affiliated companies (including employees on approved retirement) for policies issued in connection with financing, refinancing, sale or purchase of the employee's bonafide home property. Waiver of such charges is authorized only in connection with those costs which the employee would be obligated to pay, by established custom, as a party to the transaction.

INVESTOR RATE

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate investments. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties in the State of Nevada within the past twelve (12) months to qualify for this rate. On a sale transaction, the investor rate is 70% of the basic rate. This reduction does not apply to any surcharge calculated on the basic rate. On a refinance transaction or where the investor is obtaining a loan subsequent to a purchase, the rate shall be 85% of the applicable rate with a minimum charge of \$385.00. The loan discount shall only apply to transactions priced under Section 5.1 B (1b) of the title insurance rate manual. This rate is available upon request only.

Available Escrow Discounts These discounts will apply only to the escrow fee portion of your settlement charges, and the discounts will apply only if the company is issuing a policy of title insurance in conjunction with providing escrow services.

SENIOR CITIZEN RATE

If a valid identification is provided, principals to a given transaction who qualify as Senior Citizens (55 year of age and over) shall be charged 70% of their portion of the escrow fee wherein a valid identification is provided. This discount shall only apply on residential resale transactions wherein the principal resides in the subject property. This discount may not be used in combination with any other escrow rate discount. This rate is available upon request only.

MILITARY DISCOUNT

Any person on active military duty or a Veteran of the U.S. Armed Forces shall be charged 80% of their portion of the escrow fee. A copy of a current military identification card or a copy of the DD-214 (Certificate of Release or Discharge from Active Duty) must be provided. This discount may not be used in combination with any other discount. This rate is for sale transaction and it is available upon request only.

EMPLOYEE RATES

An employee will not be charged an escrow fee for the purchase, sale or refinance of the employee's primary residence. The employee must be a principal to the transaction and the request for waiver of fees must be submitted to Management prior to approval.

INVESTOR RATE

This rate is available for individuals, groups of individuals or entities customarily engaged in real estate transactions. The parties must provide reasonable proof that they currently hold title to or have transferred title to three (3) or more investment properties within the State of Nevada within the past twelve (12) months to qualify for this rate. The charge is 70% of their portion of the escrow fee. This discount may not be used in combination with any other discount. This rate is for sale transactions and it is available upon request, only.

Wire Fraud Alert

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the phone number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL, INC. PRIVACY NOTICE

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, “FNF,” “our,” or “we”) respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver’s license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information); and
- other personal information necessary to provide products or services to you.

Browsing Information. FNF may automatically collect the following types of Browsing Information when you access an FNF website, online service, or application (each an “FNF Website”) from your Internet browser, computer, and/or mobile device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website

How Personal Information is Collected

We may collect Personal Information about you from:

- information we receive from you on applications or other forms;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

How Browsing Information is Collected

If you visit or use an FNF Website, Browsing Information may be collected during your visit. Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a “cookie” may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer’s hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to “Do Not Track” features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to other websites. FNF is not responsible for the privacy practices or the content of any of those other websites. We advise you to read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates’, and third parties’ products and services, jointly or independently.

When Information Is Disclosed

We may make disclosures of your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;

- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Please see “**Choices With Your Information**” to learn the disclosures you can restrict.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

Choices With Your Information

If you do not want FNF to share your information with our affiliates to directly market to you, you may send an “opt out” request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are meant for adults and are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF’s headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the “Service Websites”). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender’s privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender’s privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except (1) as required or authorized by contract with the mortgage loan servicer or lender, or (2) as required by law or in the good-faith belief that such disclosure is necessary to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The revised Privacy Notice, showing the new revision date, will be posted FNF Privacy Statement (Eff. 5/1/2015) Last Updated May 1, 2018

on the FNF Website. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests via email to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

ATTACHMENT ONE
CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE

EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1.00% % of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 18:	1.00% % of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 19:	1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 21:	1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$ 5,000.00

2006 ALTA LOAN POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;

- (iii) the subdivision of land; or
 - (iv) environmental protection;
 - or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

(Except as provided in Schedule B - Part II, (t or T)his policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(PART I

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

PART II

In addition to the matters set forth in Part I of this Schedule, the Title is subject to the following matters, and the Company insures against loss or damage sustained in the event that they are not subordinate to the lien of the Insured Mortgage:)

2006 ALTA OWNER'S POLICY (06-17-06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

(The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
- 7. (Variable exceptions such as taxes, easements, CC&R's, etc. shown here.)

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
- or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
- 6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
- 7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
- 8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
- 9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
- 10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
- 11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

EXHIBIT A

PARCEL ONE (1):

LOT ONE HUNDRED THIRTY-ONE (131) IN BLOCK FIVE (5) OF RUSSELL / FORT APACHE - UNIT 3 AS SHOWN BY MAP THEREOF ON FILE IN [BOOK 101 OF PLATS, PAGE 45](#) IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES, ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE.

PARCEL TWO (2):

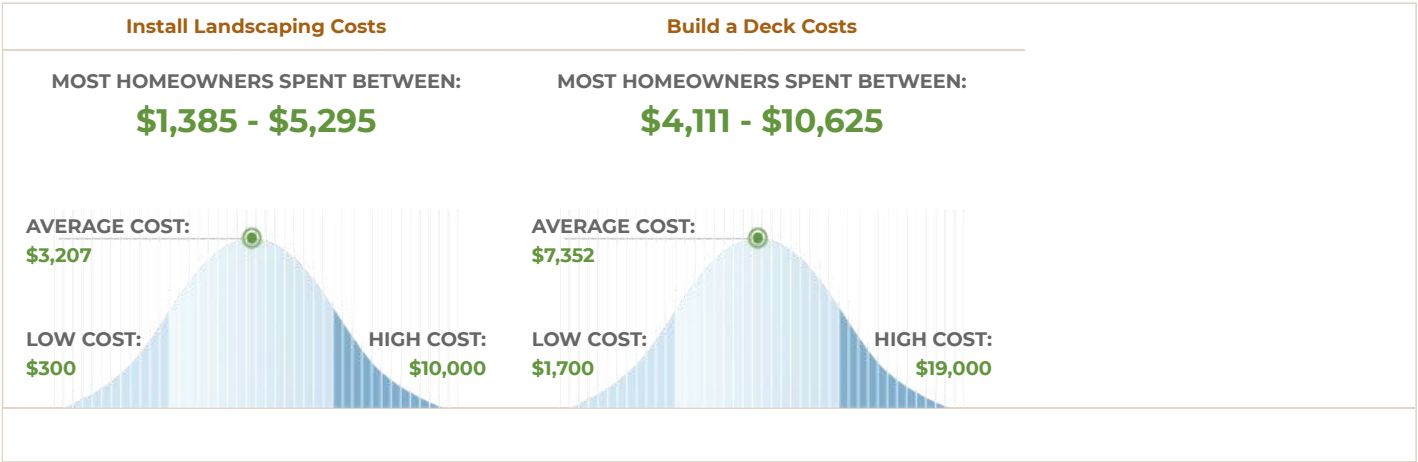
A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

Assessor's Parcel Number: 163-31-611-022


Landscape Cost Guides

Your home's landscaping makes up a central part of its character. Its personality. Costs for landscaping will hinge on the extent of your ambitions. Are you moving into a new home, working with a blank slate? Are you moving into an existing home and want the landscaping to reflect your style? Or are you revamping your own yards? Regardless of the starting point, start with the big questions before you even start thinking about designs: What do you want out of your landscape? Do you want to create more privacy and security? Do you want a landscape that requires little water or maintenance or do you want flower or vegetable beds that will keep your hands covered with dirt all spring, summer and fall?

Landscaping projects run the gamut. They can be as simple as having a small lawn with a few flower beds or as complicated as intricate rolling hills and pathways, with carefully chosen plants and trees. They could include decks, ponds, decorative concrete pathways, outdoor misting systems and even fountains and waterfalls. This is an area that makes sense to **find a landscaper** that can give you quotes on different projects. Continue Reading




Select your Landscape project



Install Landscaping
(17,094 projects)

AVERAGE NATIONAL COST:
\$3,207



Build a Deck

How much will your project cost? [Get Estimates Now](#)

True Cost Guide | **Plumbing** > Install a Faucet

How Much Does It Cost To Install A Faucet?

Typical Range: **\$156 - \$335**

Cost data is based on actual project costs as reported by 4,920 HomeAdvisor members. [How do we get this data?](#) | [Embed this data](#)

How much will your project cost? [Get Estimates Now](#)

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Bathroom Faucets

Another common faucet to replace is the one in the bathroom. Unlike the kitchen models, bathroom models have different aesthetics and function. For example, bathroom faucets don't have a sink sprayer hose or a water filter, although the mechanics are similar. You want one that will handle more basic functions, so you can lean towards the simple design with two handles and a spigot. There are still a wide variety of finishes and materials you can choose from, as to better match the bathroom's design.

The cost to install a bathroom faucet won't vary much from installing a kitchen one. You can expect to pay anywhere **from \$240 to \$550** for installation. This exempts any potential pre-existing damages that will need to be addressed, which can raise the total cost.

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Types of Bathroom Faucets

Bathroom faucets come in a few varieties, including:

- Cross
- Joystick
- Knob
- Lever
- Push button
- Touchless

The knob and lever models will be the easiest to install and could even be done as DIY projects. For the more advanced types like push button and touchless, you might need some professional help. Here are some of the most popular brands and their average cost ranges:

- **Premier Faucet:** \$25 to \$200
- **Peerless:** \$15 to \$200
- **Kraus:** \$50 to \$400
- **Kokols USA:** \$50 to \$400
- **Hansgrohe:** \$100 to \$2,000
- **Danze:** \$50 to \$600

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Bathtub Faucets

With a bathtub faucet, you can often worry less about flexibility or upgrades -- it's more about function. However, the function of the bathtub faucet is different. It needs to handle a lot more water pressure and be able to fill a tub. As such, there are types and various features that set it apart. You might pay anywhere **from \$150 to \$350** for the installation. You'll need to make sure and keep your faucet in line with the plumbing for the tub. Otherwise you might spend a few hundred dollars more adjusting the tub's plumbing.

Some types of bathtub faucets you might consider installing include:

Deck mount

True Cost Guide | Bathrooms | Remodel a Bathroom > Install a Vanity

How Much Does It Cost To Install A Vanity?

Typical Range: **\$300 - \$3,800**

Cost data is based on research by HomeAdvisor.



Are you a quality pro with great prices?

Connect with Homeowners >

Are you a quality pro with great prices?

Connect with Homeowners >

Bathroom Vanity Installation Costs

Installing a new bathroom vanity costs **\$300 to \$3,800**, about **\$1,500 on average**. The individual units come in two styles: premade vanities for **\$100 to \$2,600** or custom build at **\$500 to \$2,800**. Installation runs from **\$200 to \$1,000 per vanity**.

A bathroom vanity contains a sink, faucet and a cupboard to conceal the plumbing. Some may also feature a mirror and cabinets above the sink. There are many different sizes and designs to suit your home. You can buy prefabricated or hire a builder to create a custom one.

Given the physical effort required to build and install the individual components, you should hire a pro for the work. This is especially important if you must change your plumbing to fit the new vanity.

On This Page:

1. Premade Vanity Costs
2. Custom Bathroom Vanity Cost
3. Price of Vanity Tops
 - a. Granite Vanity Top
 - b. Quartz Vanity Top Prices
 - c. Cost of Cultured Marble Vanity
 - d. Concrete Top
 - e. Composite
 - f. Corian
 - g. Laminate
 - h. Tile
4. Average Cost to Install a Vanity
 - a. Cutting Stone
 - b. Labor Cost to Install Vanity Sink & Faucet
 - c. New Double Vanity Installation
5. Cost to Replace a Bathroom Vanity
 - a. Cost to Change a Single Vanity to a Double
6. FAQs
7. DIY vs. Hire a Vanity Installer

Premade Vanity Costs

The cost to buy a premade vanity ranges from **\$100 to \$2,600**. This expense varies based on size, materials used and added features. Most premade vanities come with a precut countertop. The top can be the largest factor in the unit's total cost. Models with cultured marble may run significantly less than styles with granite, marble slab or quartz.

Premade Vanity Prices by Size

Size	Cost
2.5' Single	\$100-\$500
4' Single	\$400-\$700
5' Single	500-\$1,800
5' Double	\$550-\$1,900
6' Single	\$800-\$2,100
5' Double	\$600-\$2,200
Larger Double	\$1,500-\$2,600

Premade Vanity Tops

If the premade vanity you want does not come with a top, you can pay an extra **\$40 to \$200** for one. This price typically includes a cultured marble countertop with a built-in sink. Before buying this product, make sure that it will fit the cabinet.

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Custom Bathroom Vanity Cost

Hiring a professional to build your vanity runs **\$500 to \$2,800**. The range includes construction of the unit but not installation. Unlike the premade vanities, custom styles usually require you to pay separately for a top. This approach typically requires the following tasks:

- Build a Custom Vanity: **\$500-\$2,800**
- Countertop Materials: **\$5-\$135 per square foot**
- Installation: **\$200-\$1,000**
- Cost to Hire a Plumber to run a water and drain line: **\$45-\$200 per hour**

Many pros can design, build and install the cabinet for you, but you may need to arrange for a plumber separately.

Price of a Bathroom Vanity Top

The cost for a bathroom vanity top ranges from **\$5 to \$135 per square foot**. The price depends on the material, number of sinks, and whether the sinks are built-in or separate.

Countertop Prices per Square

Material	Price
Granite	\$5-\$60
Quartz	\$75
Cultured Marble	\$65
Concrete	\$65-\$135
Corian	\$42-\$65
Composite	\$75-\$120
Laminate	\$53
Porcelain/Ceramic Tile	\$6.50-\$19

Granite Vanity Top

The cost of granite countertops runs **\$5 to \$60 per square foot**. Homeowners can expect to pay **\$5 to \$15 per square foot** for granite tile, and **\$40 to \$60 per square foot** for a slab. It's a popular option but requires additional care to minimize moisture absorption.

Quartz Vanity Top Price

The average to buy quartz countertops sits at **\$75 per square foot**. Quartz is more moisture-resistant than granite, making it an ideal choice for bathrooms.

Cost of Cultured Marble Vanity

The expense for a cultured marble countertop averages **\$65 per square foot**. For premade vanities, cultured marble is the standard. This material offers similar colors and styles of a marble slab at a lower cost.

Concrete Top

The price of concrete countertops ranges from **\$65 to \$135 per square foot**. Concrete presents a trendy look that is hard-wearing and relatively easy to maintain. Homeowners should confirm that the cabinet can support the weight since this material is very heavy.

Composite

Stone composite countertops cost **\$75 to \$120 per square foot**. Like quartz, these countertops mix crushed stone with resins to provide a solid surface that may be easier to maintain than a single slab of rock.

Corian

Corian countertops cost **\$42 to \$65 per square foot**. Corian is a kind of composite counter material, with a combination of metal and plastic resin. Homeowners like it for its nonporous surface, simple maintenance and color selection.

Laminate

Laminate countertops cost **\$53 per square foot** on average, before installation. Laminate is also a composite. It's made of paper, wood, and resin to form a smooth surface. People prefer it due to its affordability and smooth surface.

Porcelain or Ceramic Tile

The price of a porcelain or ceramic tile countertop runs about **\$6.50 to \$19 per square foot**. This breaks down to **\$0.50 to \$10 per square foot** for the tiles, plus another **\$6 to \$9 per square foot** for materials needed to lay the counter.

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Average Cost to Install a Vanity

Installation costs for a bathroom vanity range from **\$200 to \$1,000**. This depends on the size of the cabinet, number of sinks, materials and other tasks needed to prepare the space for installation. Labor expenses are usually billed by the project, but some pros prefer to charge an average **\$100 to \$150 per hour**. If you already have plumbing lines ready for sink and faucet hookups, your installer may be able to perform all the work without a certified plumber.

Cutting Vanity Stone Top

Cutting a solid slab to the right dimensions with a hole for a sink comes as part of the total labor expense. **Intricate shapes and edges take more time**, costing more as a result. Most contractors get stone countertop materials from a fabricator. They may have the fabricator cut the piece to size or do it themselves.

Labor Cost to Install Vanity Sink & Faucet

The price to install a bathroom sink averages **\$380**, not including the price of the sink itself. Cost factors depend on the type and number of sinks, with ornate or large sinks often running more. The process includes:

- attaching the sink to the counter surface
- assembling and placing the faucet
- connecting plumbing lines to the sink and faucet
- testing the fixtures for proper function

New Double Vanity Installation

Larger vanities can cost up to **\$1,000** because it takes pros longer to complete these tasks:

- assemble the cabinets
- cut holes for plumbing
- place cabinets
- size counter material to specifications
- adhere top to cabinet
- secure vanity to wall
- install sink and faucet

Additional Installation Cost Factors

If your bathroom is not already built to suit the vanity, you may need to hire a pro to do some additional work. These jobs include:

- cost to remove a wall: **\$1,000**
- price to install new plumbing lines: **\$1,000**
-

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Cost to Replace a Bathroom Vanity

Replacing a bathroom vanity costs around **\$665 to \$3,300**, depending on the services you need. Replacement includes removing and disposing of the old unit, replacing a small section of plumbing if necessary, and installing the new vanity.

Bathroom Vanity Replacement Costs Calculator

Task	Cost
Remove Old Unit	\$100-\$400
Dispose of Materials	\$15-\$100
Replace Plumbing Pipes	\$350-\$1,800
Install New Vanity	\$200-\$1,000
Total:	\$665-\$3,300

Removal & Disposal

The cost to remove a vanity runs **\$115 to \$500**. The size of the unit and the countertop material can be the largest factors affecting the price. Larger sizes, especially those with a heavy stone or concrete slab, take longer to dismantle. The removal expense typically includes the disposal of the old unit.

Cost to Change a Single Vanity to a Double

A double vanity costs about **\$750 to \$3,200** for the new unit and installation. If you don't already have the square footage available, you should consider hiring a **bathroom remodeler** to design and build the space. You will also need to hire a plumber at **\$45 to \$200 per hour** to run a new plumbing line to the second sink and move the current line if needed.

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FAQs

How Can I Buy a Replacement Vanity?

Buying a pre-made vanity with a built-in sink is probably the easiest way to replace your existing design. Many prefabricated units are meant to stand alone and connect easily to your bathroom plumbing. If you can't find one that meets your needs, get a quote from a custom builder.

How to Install or Replace a Vanity?

The process pros use typically involve these steps:

1. evaluate the space for installation needs
2. remove and dismantle vanity
3. assemble, prepare and position cabinets
4. cut and adhere top to cabinet
5. secure unit to wall
6. install sink and faucet

Where Can I Buy a Vanity for My Bathroom?

- Home Depot
- Lowe's
- Pottery Barn
- Wayfair
- Hayneedle
- Kohler
- Signature Hardware

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DIY vs. Hiring a Builder & Installer

Although homeowners should seriously consider hiring a pro for this work, it is possible to DIY this project for simple designs. Larger or more expensive bathroom vanities may need an expert for accuracy and safety. Installation runs **\$200 to \$1,000 per vanity**. Pro services include careful handling of delicate materials, as well as correct assembly and placement of heavy equipment. It is easy to make big mistakes while installing a solid surface countertop, so you may be better off to hire a bathroom pro near me.

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True Cost Guide | Cabinets & Countertops > Install or Replace Cabinets

How Much Does It Cost To Install Or Replace Kitchen Cabinets?

Typical Range: **\$1,863 - \$8,188**

Cost data is based on actual project costs as reported by 4,031 HomeAdvisor members. How do we get this data? | [Embed this data](#)



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Cabinet Installation or Replacement Costs

On average, cabinet installation costs **\$4,938**, with most homeowners spending between **\$1,863 and \$8,188**. Prices for semi-custom and fully custom installs for an average sized kitchen ranges from **\$13,000 to \$30,000 or more**. Depending on whether you choose stock, semi-custom or custom, pricing ranges widely from **\$100 to \$1,500 per linear foot**. Stock, semi-custom and custom run **\$50 to \$650 per cabinet for the materials alone**. Size, quality and customization are the main cost factors.

Cabinetry comes in many styles from contemporary and shaker to ultra-modern and open-faced. Though they're traditionally composed of solid wood, many types of engineered woods with decorative veneers create opportunities to personalize your space and integrate your new kitchen seamlessly into your home's aesthetic. A professional installer or interior designer can help you decide on the type, style and configuration that best suits your home and budget.

On This Page:

1. Average Cost to Install New Cabinets Per Linear Foot
 - a. Labor to Hang Kitchen Cabinets
 - b. Install Cabinet Hardware
 - c. Costs by Size
 - d. Ikea, Home Depot & Lowes Cabinet Installation
2. Kitchen Cabinet Costs by Material & Design
3. Cost to Replace Kitchen Cabinets
 - a. Cost to Remove Cabinets
 - b. Changing Kitchen Cabinet Placement

c. Refacing vs. Replacing vs. Refinishing

4. FAQs

5. DIY vs. Hiring a Pro

Kitchen Cabinet Cost Calculator

National Average	\$4,938
Typical Range	\$1,863 - \$8,188
Low End - High End	\$250 - \$18,000

Cost data is based on actual project costs as reported by 4,031 HomeAdvisor members.

Average Cost to Install New Cabinets Per Linear Foot

	Stock	Semi-Custom	Custom
Materials & Hardware	\$50-\$200	\$75-\$400	\$300-\$750+
Labor	\$50-\$100	\$75-\$250	\$200-\$450+
Total	\$100-\$300	\$150-\$650	\$500-\$1,200+

Though installation costs vary, the project's linear foot estimate includes this line item in the overall quote.

Average Labor Cost to Hang Kitchen Cabinets

Labor costs range from **\$50 to \$250 per linear foot** depending on whether you decide on stock or custom cabinetry. Custom work takes far longer than stock units, increasing the overall price. However, most contractors include this price in their quote and figure pricing based on hourly or daily rates. Square foot pricing is rarely used.

Price to Install Cabinet Hardware

Hardware runs anywhere from **\$2 to \$50 or more** for pulls and handles. Stock cabinets include hinges and should appear as a line item in custom quotes. Contractors include all hardware in project costs.

Kitchen Installation by Size

Though pricing isn't by the square foot, it's possible to estimate total project costs based on the size of your kitchen. For a more accurate estimate, measure the linear feet in the room, measuring along the wall or the "long side" of your countertops.

Average Cabinetry Installation Costs by Kitchen Size*

	Square Footage	Total Cost
Small Kitchen	70	\$1,700-\$11,000+
Average Kitchen	120	\$2,200-\$14,000+
Large Kitchen	200+	\$4,000-\$26,000+

*These prices assume stock or semi-custom with average linear foot pricing. Custom jobs increase the price by **50% to 100%**.

Ikea, Home Depot & Lowes Cabinet Installation

Most installers charge 1.5 to 3 times the cost of materials. Big box stores and name brands often have those charges included in the project pricing or at a much lower rate. Big box retailers' sub-contract the installation work out to local professionals and guarantee the work.

Major Retailer Average Project Costs

Ikea	\$2,500-\$6,500
Home Depot*	\$4,000-\$12,000+
Lowes	\$3,500-\$10,000+

*installation costs included on custom orders. In stock supplies are not installed by Home Depot contractors.

Kitchen Cabinet Costs by Material & Design

Cabinet material costs make up 25% to 50% of project pricing. You'll pay 1 to 3 times the cost of materials in labor. With high-end custom work that includes materials such as exotic hardwoods and are made on-site, materials may make up an even smaller percentage of the price.

- **Stock materials** average **\$50 to \$200 per linear foot or \$100 to \$650 per unit.**
- **Semi-Custom materials** tend to be slightly higher at **\$75 to \$400 per linear foot** with a single unit ranging from **\$150 to \$800 or more.**
- **Custom work** represents the highest end pricing at **\$300 to \$750 per linear foot** for materials with single units starting at **\$600.** You might expect to pay slightly more for labor, up to **3 times the price of materials,** for custom installs.

The materials you choose can be an even bigger factor than your level of customization. Wood cabinets are the most common and have a huge range from pine and red oak to white oak or cherry. If you want to go the cheaper route, you might consider laminate or thermofoil. These non-wood alternatives often mimic wood, and they're usually durable. But they're difficult to repair when damaged and they usually lack the richness and authenticity of real wood.

Stock Cabinets

Stock cabinets run **\$50 to \$200 per linear foot or \$100 to \$650 per unit.** Sometimes you get lucky. Within the stock category, you may have a few choices of different colors or trim styles. Costs are low as they're manufactured in large

quantities.

Semi-Custom Cabinets

Semi-Custom cabinets run **\$75 to \$400 per linear foot or \$150 to \$800 per unit or more**. These can serve as an excellent compromise between stock and custom for price and flexibility.

- They offer more flexibility than the stock option.
- Usually offered in a few popular traditional and contemporary styles with limited finishes.
- You also might be able to choose sizes, though they'll be within standard dimensions.

Custom

Custom cabinets cost anywhere from **\$300 to \$750 per linear foot or \$600 and up per unit**. As the name suggests, they take you far from cookie-cutter territory.

You can get cabinets that fit odd-shaped rooms and the most eccentric of tastes. But be ready to see dollar signs. You're buying a one-of-a-kind piece, something that might be closer to art than furniture.

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Cost to Replace Kitchen Cabinets

Completely replacing your kitchen cabinets can run anywhere from **\$2,000 to \$20,000 or more**. Simply replacing your current kitchen setup with new cabinets still varies greatly depending on the type, style and customization level you want.

Cabinet Replacement Pricing

Removal & Disposal	\$300 to \$500
New Cabinets	\$100 to \$1,200* per linear foot
Labor	\$50 to \$450 per linear foot

Cost to Remove Cabinets

Removing old cabinets generally runs **\$300 to \$500** for demolition and disposal. Most contractors include this in remodel project fees often as a line item. Consider donating the old ones in good condition for a small tax break.

Changing Kitchen Cabinet Placement

Moving kitchen cabinets around doesn't increase installation or material costs. But you will have to consider moving electrical outlets, plumbing, redoing drywall and painting.

- Moving electrical costs **\$300 and up** depending on the complexity of the project.
- Drywall patching costs **\$500 on average**. Opening walls to move plumbing or electrical requires wall repair.
- Plumbing pricing runs **\$650 to \$800** to reroute a single line.
- Painting costs **\$350** or more depending on the size of the area.

Refacing vs. Replacing vs. Refinishing

Refacing cabinets costs an average of **\$6,800 but can range anywhere from \$1,000 to \$14,000**. However, professionals report that you can **save up to 50% on a new installation** and give your kitchen an updated look.

It's an environmentally-friendly choice that reduces waste through reusing your current boxes and simply updating the doors and drawer faces.

Refinishing cabinets costs an average of **\$2,700**. A more economical way to update the look and feel of your kitchen without the waste. However, refinishing doesn't last as long as refacing or replacing.

GET YOUR CABINETS REPLACED BY A PROFESSIONAL

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FAQs

How Much Does It Cost to Replace Cabinets in a Small Kitchen?

Small kitchen replacements can run anywhere from **\$1,000 to \$9,000** depending on the type, design and material choices. The average for the project will fall in the **\$2,000 to \$4,000 range**.

What's the Cost to Install Bathroom Cabinets?

The average vanity installation costs **\$300 to \$3,000** though full custom installs in large bathrooms can exceed **\$5,000**.

How Long Does It Take to Install Kitchen Cabinets?

Kitchen cabinets take about **1.25 hours to install per unit**. An average kitchen usually requires about **25 to 35 hours of labor**. Custom work can easily take two or three times as long.

Who Installs Cabinets?

Contractors who specialize in home remodel finishing work typically install cabinets. Find a [cabinet installer near you](#) today. Often, the retailer will supply the labor as part of the project cost.

How Much Does It Cost to Install Kitchen Cabinets & Countertops?

Doing just the cabinets and countertops costs an average of **\$4,000 to \$12,000**. A complete kitchen remodel costs **\$23,000** on average which includes appliances, flooring and fixtures. High-end upgrades can push that number upwards of **\$55,000**.

How Much Does Kitchen Kitting Cost?

The cost of kitting out the average kitchen runs anywhere from **\$13,000 to \$35,000**. "Kitting" simply means to package everything together. In terms of a kitchen, this means doing all the remodeling at the same time – cabinets, floors, countertops, appliances and fixtures.

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DIY vs. Hiring a Cabinet Installation Pro

DIY installations are possible with the right equipment and experience, but the work is incredibly detail-oriented. Pros have experience with a wide range of products and know what works and what doesn't. Avoid redoing your work or paying someone else to by hiring a professional cabinet installer.

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Related Projects Costs

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True Cost Guide | [Flooring](#) > Install Carpeting

How Much Does It Cost To Install Or Replace Carpet?

Typical Range: **\$761 - \$2,520**

Cost data is based on actual project costs as reported by 6,549 HomeAdvisor members. [How do we get this data?](#) | [Embed this data](#)

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Carpet Installation Costs

The cost to install a carpet ranges from **\$761 and \$2,520**, averaging **\$1,610**. Most homeowners pay **\$3.50 to \$11 per square foot** or **\$32 to \$100 per square yard**. Carpet materials average **\$2 to \$7 per square foot** with a broad range of **\$1 to \$20 per square foot**. Labor adds **\$0.50 to \$1 per square foot**.

On This Page:

1. Carpet Cost Calculator
2. Carpet Prices
 - a. Carpet Cost per Sq. Ft.
 - b. Carpet Prices per Sq Yard
 - c. Carpet Tiles Cost
 - d. Glue-Down Estimate
 - e. Wall-to-Wall Carpet Estimator
3. Carpet Types
 - a. Cut Pile Carpet
 - b. Loop Pile Carpet
 - c. Cut-and-Loop Carpet
4. New Carpet Cost by Material
5. Average Carpet Installation Cost

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Carpet Cost Calculator

Where are you located?

National Average	\$1,610
Typical Range	\$761 - \$2,520
Low End - High End	\$200 - \$4,500

Cost data is based on actual project costs as reported by 6,549 HomeAdvisor members.

Carpet Prices

Cost of Carpets by Grade

High-Grade	\$5-\$20
Mid-Grade	\$3-\$7
Low/Builder-Grade	\$1-\$3

Carpet Cost Per Square Foot

Carpet prices range from **\$1 per square foot** for builder-grade olefin and polyester materials to **\$20 per square foot** for high-end wool. The style and materials used to make it determine its cost. This means you need to balance your desired look and effect with your remodel budget.

Carpet Prices Per Square Yard

Carpet costs **\$9 to \$180 per square yard**, another common measurement manufacturers use. When you request estimates, make sure you know if the price is **per square foot** or **per square yard**.

Carpet Tiles Cost Per Square Foot

Carpet tiles cost **\$1 to \$6 per square foot**. Manufacturers often sell this product as “peel and stick” in these common sizes:

- 12 by 12 inches (12" x 12")
- 18 by 18 inches (18" x 18")
- 24 by 24 inches (24" x 24")

Homeowners prefer this style because it's easy to mix and match colors and patterns.

Glue-Down Carpet Estimate

How much will your project cost? [Get Estimates Now](#)

Wall-to-Wall Carpet Cost Estimator

It's best to start by figuring out how much you'll need. To estimate it, multiply the length and width of each room. Our carpet calculator will give you a total in **square feet** and **square yards**.

Most carpet comes in rolls that are **12' or 15' wide**. You may need to add **5 to 20 percent** in extra material, depending on the shape and dimensions of each room.

Carpet Types and Prices

Type	Cost Per Square Foot
Saxony/Plush	\$2-\$8
Textured Saxony	\$2-\$12
Frieze	\$1-\$8
Cable	\$4-\$8
Loop	\$1-\$5
Cut and Loop	\$1-\$10

Cut Pile Carpet

Cut pile carpets cost **\$1 to \$12 per square foot**. The name describes a process where the woven loops are all cut to the same height and tufted at the ends. The resulting appearance is dense and soft. This type includes four subcategories:

- **Saxony or Plush:** The most common type, this looks like a freshly-mowed lawn. It's subject to fluffing or shedding, however, so it may last **5 to 10 years longer** in low-traffic areas.
- **Textured Saxony:** This style features twists to create a permanent curl and resist lines and wear. It's great for medium-to-high-traffic areas.
- **Frieze:** This yarn twists more tightly than textured Saxony, so it actually curls over. It creates a durable product that resists lines and works well in high-traffic areas.
- **Cable:** Known for its thicker and longer yarn, this carpet offers the softest comfort. However, it is subject to wear and matting, making it practical for low-traffic areas.

Loop Pile Carpet

Loop pile carpet runs **\$1 to \$5 per square foot**. This style features uncut yarn. It is commonly used in high-traffic areas of homes and businesses. Since the loops connect to the backing on both ends, it is incredibly durable and resistant to lines. Products may include:

- multicolored threads to hide dirt and stains
- low-and-high-profile areas to add texture and concealment

Cut and Loop Carpet

How much will your project cost?

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This style stands up well and easily conceals lines, that makes it a good choice for medium to high traffic areas.

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New Carpet Cost by Material

Material	Price Per Square Foot
Cotton	\$6-\$7
Nylon	\$2-\$5
Polyester	\$1-\$3
Polypropylene/Olefin	\$1-\$3
Sisal	\$5-\$15
Wool	\$4-\$20

Cotton

Cotton carpeting costs **\$6 to \$7 per square foot**. As a natural product, it prices higher than synthetic types. It is most notable for softness and low amounts of volatile organic chemicals (VOCs). However, like garments made of the same material, it stains and fades easily. It may be more appropriate for homes without young children or pets.

Nylon

Nylon carpet costs **\$2 to \$5 per square foot**. Used in **65 percent** of products sold in the United States, it is durable and easy to clean. That makes it suitable for:

- high-traffic areas
- families with kids
- indoor-outdoor
- dogs and cats

This material replaced acrylic carpeting, a type that lost popularity because it pilled easily.

Polyester

Another popular synthetic material, polyester carpeting averages **\$1 to \$3 per square foot**. Well-known for its beautiful color, it also resists fading and wear over time. The fiber itself is mold-and-mildew-resistant and generally considered non-allergenic. Product quality varies widely based on construction. Low-density styles are especially susceptible to tracking and crushing, making them a poor choice for high-traffic areas.

Polypropylene or Olefin

Polypropylene or olefin carpets cost **\$1 to \$3 per square foot**. The fastest-growing fiber in popularity, it makes up about **30 percent** of products in the U.S. As a common plastic, it may be made from recycled materials. It is known for its durability and incredible resistance to:

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- sun-fading

Sisal

Sisal carpet ranges from **\$5 to \$15 per square foot**. Made of leaves from the agave plant, this woven material provides a very strong surface perfect for high-traffic areas. It can feel rough underfoot, so it may be inappropriate for bedrooms.

Wool

The price of wool carpeting runs **\$4 to \$20 per square foot**, averaging **\$5 to \$7 per square foot**. The best-known style is Berber. The cost to install a Berber carpet ranges from **\$375 to \$600**.

The most traditional and eco-friendly choice, wool is a premium fiber notable for its deep, rich look and luxurious feel. Along with a higher expense, homeowners who choose it should expect a durable, stain-resistant product. Because it is natural, wool is more susceptible to fading and static. It also absorbs moisture, possibly leading to mold and mildew in wetter areas like basements.

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Average Cost to Install Carpet Per Square Foot

Installing new carpet costs **\$3.50 to \$11 per square foot**. Our wide user-reported costs are likely due to the many factors that affect installation price:

- room size and shape
- style
- furniture removal
- hauling out old flooring
- labor

Carpet Installation Cost Calculator

Component	Price Per Square Foot
Carpeting	\$2-\$7
Pad	\$0.30-\$0.60
Labor	\$0.50-\$1
Additional Services*	\$0.50-\$2
Total	\$3.30-\$10.60

* Furniture removal, special cuts, hauling away

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How much will your project cost?

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existing flooring or preparing the subfloor. Projects that require extra features, like stairs, can cost an additional **\$1 to \$2 per square foot** total.

How Much to Carpet a House?

Square Feet	Carpet	Installed
500	\$1,000-\$3,500	\$1,750-\$5,500
600	\$1,200-\$4,200	\$2,100-\$6,600
800	\$1,600-\$5,600	\$2,800-\$8,800
1,000	\$2,000-\$7,000	\$3,500-\$11,000
1,100	\$2,200-\$7,700	\$3,850-\$12,100
1,200	\$2,400-\$8,400	\$4,200-\$13,200
1,500	\$3,000-\$10,500	\$5,250-\$16,500
2,000	\$4,000-\$14,000	\$7,000-\$22,000

Cost to Carpet a Room

Space	Materials	With Installation
10' x 10'	\$200-\$700	\$350-\$1,100
10' x 12'	\$240-\$840	\$420-\$1,320
12' x 12'	\$290-\$1,000	\$500-\$1,600
15' x 15'	\$450-\$1,575	\$790-\$2,475
One Large Room	\$800-\$2,800	\$1,400-\$4,400

Bedroom Carpeting Cost

Carpeting a **12' x 12'** bedroom costs **\$500 to \$1,600**. If the space measures less than this, you may pay more than **\$2 to \$7 per square foot** for materials. Most products come in **12' or 15' rolls**. You're buying the whole width even if you don't use it all.

Basement Carpeting Cost

The cost to install **500 square feet** of basement carpeting ranges from **\$1,750 to \$5,500**. Depending on the type of pad, you may also need to pay **\$0.25 to \$0.75 per square foot** for a moisture barrier.

Basements are more humid and prone to flooding than the main floor. It's important to avoid materials like wool that absorb moisture. Polyester or olefin are good alternatives.

Average Cost of Putting Carpeting in a Living Room

The price to install carpet in a **15' x 15'** living room runs **\$800 to \$2,500**. A larger room around **400 square feet** costs **\$1,400 to \$4,400**.

How Much to Carpet Stairs?

How much will your project cost? [Get Estimates Now](#)

Extra cutting

- higher number of tack strips
- unusual shapes, like a rounded stairway

Carpet Replacement Cost

Task	Price Per Square Foot
Carpet Removal	\$2-\$3
Pad Removal	\$1.50-\$2
Demolish Tack Strips	\$0.50-\$1
Scrape Adhesive	\$0.50
Level Concrete Floor	\$1
Install Carpet	\$3.50-\$11
Total	\$9.50-\$19

The cost to replace carpet runs **\$9.50 to \$19 per square foot**. This includes the price to remove carpet and prepare the subfloor, which runs **\$6 to \$8 per square foot**.

Apartment Carpet Replacement Cost

The expense to replace carpeting in an apartment or condo ranges from **\$9.50 to \$11.50 per square foot**. This is because property owners tend to choose builder-grade products at **\$1 to \$3 per square foot**. Homeowners should consider the following factors:

- How long you want it to last
- Whether you'll replace the material and pad after each tenant
- Flooring guidelines for homeowner's associations (HOAs)

If you don't own the apartment, get permission from the owner or property manager before scheduling installation.

Additional Costs & Fees to Install Carpet

In addition to the carpet and installation, there are several other factors that may affect the total. These include:

- Price of subfloor repair or replacement: **\$600**
- Cost to install crown molding: **\$1,100**
- Trim installation prices: **\$1,200**
- Expense to remove old flooring: **\$1-\$3 per square foot**
- Haul away old carpet: **\$0.25-\$0.50 per square foot**
- Cost to move or rearrange furniture: **\$200-\$370**
- Custom cuts, which take more time and require additional material

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How much will your project cost? [Get Estimates Now](#)

easy to get wrong and costs a lot more in new material to fix, so it's best to hire a pro.

How to Get Cheap Carpet Installation & the Best Carpet Prices

As you browse our carpet buying guide, keep in mind that cost varies widely from one business to the next. Contractors make money on labor and as much as **50 to 75 percent markup** on materials.

Major home improvement stores and even some local companies periodically offer free installation with purchase. These deals often require a minimum square footage to justify the work.

Getting Free Carpet Estimates

It's customary for installers to offer a free in-home estimate. Before you start contacting carpet layers near you, follow these tips:

1. Have the pro measure each room before setting costs.
2. Ask to see samples for every product you consider.
3. Get the estimate in writing.

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FAQs

What's a good price for carpet?

Most carpets cost **\$2 to \$7 per square foot**. Rock-bottom prices often indicate lower quality and durability.

What's a cheap carpet price and which type is the cheapest?

The cheapest carpets cost **\$1 to \$2 per square foot**, not including installation. These products are usually made of polyester or olefin.

How much does it cost to carpet 3 bedrooms?

The total cost to carpet 3 bedrooms measuring an average **500 square feet** runs **\$1,750 to \$5,500**. Actual estimates vary based on room dimensions.

How much does it cost to install carpet and pad?

The labor cost to install carpet and pad ranges from **\$0.50 to \$1 per square foot**.

How long does carpet last?

Carpet usually lasts **5 to 20 years**. Lifespan depends on material quality, traffic and maintenance.

How much does it cost to re-carpet a room?

Carpet replacement costs **\$9.50 to \$19 per square foot**. This includes removal, preparing the surface and installation.

How much is it to change from hardwood to carpeting?

The cost to replace hardwood with carpeting runs **\$3.50 to \$11 per square foot** if you plan to leave the old flooring in place. You'll pay an extra **\$1 to \$3 per square foot** to remove it.

Can I install carpet on concrete?

How much will your project cost? [Get Estimates Now](#)

How much does carpet removal and installation cost?

Carpet removal costs **\$2 to \$3 per square foot**, on top of **\$3.50 to \$11 per square foot** to install new material. This does not include disposal of the old flooring.

How much does carpet maintenance cost and what's involved?

Carpet cleaning costs **\$125 to \$250**. Maintenance may include steaming, dry-cleaning and spot treatment. If you have holes or burns, carpet repair averages **\$150 to \$275**.

How much does rug installation cost?

The cost to install a rug ranges from **\$3.50 to \$11 per square foot**, depending on size and style. If you want to convert a wall-to-wall product, add an extra **\$4 per linear foot** to bind the edges.

How much does an indoor-outdoor carpeting cost?

The average indoor-outdoor carpeting costs **\$2 to \$3 per square foot**. This type usually does not need a pad.

How much are commercial carpet prices?

Commercial carpet prices range from **\$2 to \$7 per square foot**, similar to residential. Property owners looking to buy for a business may want to choose styles known for durability, like a loop pile.

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- Install Flooring
- Install Vinyl or Linoleum Flooring
- Repair a Floor
- Repair Vinyl or Linoleum Flooring
- Repair Carpeting
- Repair Wood Flooring
- Install Laminate Flooring
- Install Wood Flooring

Install Carpeting Cost Estimates by HomeAdvisor

Install Berber Carpet
Remove Carpet

Carpet Padding Prices

Indoor-Outdoor Carpeting Prices

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True Cost Guide | **Painting** > Paint a Home Exterior

How Much Does It Cost To Paint The Exterior Of A House?

Typical Range: **\$1,710 - \$3,968**

Cost data is based on actual project costs as reported by 27,392 HomeAdvisor members. [How do we get this data?](#) | [Embed this data](#)

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How Much Does It Cost to Paint a House?

Homeowners report that painting a home's exterior costs an average of **\$2,825** with a typical range between **\$1,710 and \$3,968**. The average price per square foot ranges from **\$0.50 to \$3.50** depending on your location, condition of your exterior and accessibility. Stucco and brick cost an average of **\$1 per square foot more** than vinyl or wood. The average 2,500 square feet home costs an average of **\$4,000**, though it can range from **\$1,250 to \$8,750**.

Paint the exterior of your home to boost its curb appeal, change a color you don't like or refresh a dilapidated paint job. It's a large job that requires proper planning, preparation and tools. In most cases, it's best left to a pro. But before you call one, consider a few factors that will affect your project's budget.

On This Page:

1. Exterior Painting Estimate Calculator
2. Average Cost to Paint a Home Exterior
 - a. Cost Per Square Foot
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f. Brick

4. Cost to Repaint a House
5. Exterior Paint Estimator
6. DIY vs. Pro
7. FAQs
8. Home Exterior Paint Prep

Exterior Paint Cost Calculator

Where are you located?

National Average	\$2,825
Typical Range	\$1,710 - \$3,968
Low End - High End	\$650 - \$6,050

Cost data is based on actual project costs as reported by 27,392 HomeAdvisor members.

Average Cost to Paint a Home Exterior

Painting an average home between 1,500 and 2,500 square feet can cost between **\$1,000 and \$6,000**. Professionals provide estimates primarily based on the area of walls or siding they'll paint, , not the home's square feet. Pricing depends heavily on a few factors:

- **Material type.** Wood and vinyl cost **\$1 to \$2 per square foot less** than brick or stucco.
- The taller the building, the higher the price. Harder to reach areas require extra equipment, setup time and cleanup. Extra time means extra cost.
- Expect regional price differences to reflect cost of living.

How to Estimate a Painting Job's Area

It's important to understand that a 2,500 square foot home does not always have 2,500 square feet of paintable walls. More likely, you'll end up with anywhere from 1,600 to 2,700 square feet of paintable area for this home size. Use these two simple steps to determine to total coverage area:

1. **Total Finished Area:** measure the perimeter of your home and multiply by the height.
2. **Total Paintable Area:** Subtract the area of doors and windows from the total finished area. A standard door is 21 square feet. A standard window is 12 square feet.

Once you have the total area, head over to our [paint calculator](#) to find out how much you'll need. If you have multiple gables or other difficult-to-measure architectural elements, contact a professional for a detailed quote.

How much will your project cost?

Get Estimates Now

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Exterior House Painting Cost Per Square Foot

It'll cost anywhere from **\$0.50 to \$3.50 per square foot** to hire a painter for the exterior of your home. However, most homeowners spend between **\$0.75 to \$2 per square foot for the total project**. Your location, the condition of your exterior and ease of access all play significant roles in project pricing.

Exterior Home Painting Costs per Square Foot

Total Paintable Area*	Average Total Cost
1,000	\$500-\$3,500
1,100	\$550-\$3,850
1,200	\$600-\$4,200
1,300	\$650-\$4,550
1,400	\$700-\$4,900
1,500	\$750-\$5,250
1,600	\$800-\$5,600
1,700	\$850-\$5,950
1,800	\$900-\$6,300
2,000	\$1,000-\$7,000
2,200	\$1,100-\$7,700
2,500	\$1,250-\$8,750
2,800	\$1,400-\$9,800
3,000	\$1,500-\$10,500

* does not reflect home's total square footage

Cost to Paint a 2-Story House Exterior vs. Ranch-Style

A two-story home can cost as much as **50 percent more** to paint than a one-story home. The harder it is to reach an area; the more time spent adjusting scaffolding and ladders. More time spent on a job equals higher costs.

Average Cost To Paint An Exterior

Home Size	Square Footage (Estimated)	Total Cost Range
Single story	1,000-1,500	\$1,500-\$3,500
Two story	1,500-2,500	\$3,000-\$6,200
Three story	2,500-3,000	\$4,500-\$10,000+

How much will your project cost?

more. Height adds cost. Expect these increases:

- Add **30%** above 8 feet.
- Add **60%** above 13 feet.
- Add **90%** above 17 feet.
- Add **120%** above 19 feet.

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Exterior Paint Price Per Gallon

A single gallon of paint can run anywhere from **\$20 to \$80 per gallon**. Professionals get a contractor discount of anywhere from **25 to 50 percent**. **For rough siding, like stucco, you'll need to use 10 to 20 percent more paint.** Some textures, like wood and stucco, require extra paint because they have more surface to cover in a tiny area compared to smooth siding. . Use the highest quality exterior paint your budget will allow for your project. It will look the nicest and save you money by offering better coverage and durability. Better coverage means fewer coats and fewer work hours. You'll also go a few years longer without needing to shell out more cash for a new coat. How do you know how much paint you're paying for? Here's some helpful math:

- The average 2,500 square foot home has about 2,100 square feet of paintable area.
- 2,100 square feet takes about 12 gallons.
- $2,100 / 350 = 6 \times 2 = 12$ gallons. 350 is the average coverage for a gallon of paint.
- For one coat for 12 gallons: Low-quality for **\$30 = \$360**. High-quality for **\$70 = \$840**.
- **Always double the number you'll need** because it usually takes two coats to cover a home's exterior.
- The same math holds true for painting costs on most projects.

Exterior Paint Labor Cost

Most of a projects price is the cost of labor at **\$25 to \$75 per hour**. However, most contractors bid out based on the entire project which includes all work hours. Hourly rates are only useful if your pro asks to do the job as "time and materials." However, be wary of this pricing structure, it usually shows the contractor is uncertain how long the project will take.

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Average Costs to Paint Siding

You'll spend anywhere from **\$1 to \$4.50 per square foot** to paint the exterior siding of a home. Material type plays a large role in the type of paint and amount of time spent on your project.

Paint Cost by Siding Type*

Stucco	\$1,400-\$6,500
Vinyl	\$600-\$3,500
Woo	\$700-\$3,000
Concrete	\$500-\$2,000
Metal/Aluminum	\$400-\$3,500
Brick	\$3,500-\$10,500

True Cost Guide | **Garages** > Install a Garage Door

How Much Does A Garage Door Cost To Install Or Replace?

Typical Range: **\$734 - \$1,465**

Cost data is based on actual project costs as reported by 10,794 HomeAdvisor members. [How do we get this data?](#) | [Embed this data](#)



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Garage Door Installation Cost

According to more than 9,000 surveyed homeowners, the average cost to install a garage door is **\$1,097**, or between **\$734 and \$1,465**. The total price should include the door itself, labor, new tracks for the door to move along, as well as associated adhesives, connectors and fasteners.

It is possible to save some money on time and labor by installing the door yourself; however, the sheer weight of some doors can pose a high risk of personal injury. If you think you'd like to attempt installation on your own, be sure to consult with your garage door retailer and choose a door that can be maneuvered safely.

On This Page:

1. What is the Price of the Garage Door Itself?
2. Installation Costs and Considerations
 - a. Garage Door Replacement Cost Factors
 - b. Garage Door Opener Cost
 - c. Insulation
3. Types of Garage Doors
4. Styles
5. Garage Door Screen Costs
 - a. Retractable
 - b. Motorized Screens
 - c. Sliding Doors

- d. Walk Through
 - e. Prices per Panel
 - f. Lifestyle Garage Screens
 - g. Breezy Living & Other Top Brands
6. Customization Options

Garage Door Cost Calculator

Where are you located?

National Average	\$1,097
Typical Range	\$734 - \$1,465
Low End - High End	\$266 - \$2,120

Cost data is based on actual project costs as reported by 10,794 HomeAdvisor members.

How Much Does a New Garage Door Cost?

A garage door will cost anywhere from **\$200** for single doors to **\$4,000** for two or more doors, with better materials accounting for the higher cost.

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Garage Door Installation Cost Factors

Installing a garage door involves:

- Electrical wiring
- Proper removal and disposal of the old garage door
- Heavy and awkward installation

So, it is always best to have a new garage door installed by a professional. Make sure that any contractor bids include:

1. the cost of removing your old garage door,
2. installing the new tracks, and
3. additional parts listed above.

The style and material of the garage door you choose, as well as whether you wish to have a garage door opener installed, will also impact the cost of your final project.

Typically, it will cost less to install a steel garage door without an opener than to install a custom wood door with a garage door opener. Recent innovations have also yielded high-tech doors with thick insulation and energy-efficient glaze, as well as finished interior surfaces and other significant upgrades. These are more expensive doors, but they are also extremely durable.

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Garage Door Replacement Considerations

Replacing a garage door with a new installation usually averages around the same price as installing a new garage door. Homeowners might pay anywhere between **\$500 and \$2,500** depending on a wide variety of factors including:

- **Materials:** You'll choose a new door from a wide variety of materials, styles, shapes and sizes, which varies widely in price.
- **Workmanship:** You could replace your garage door as a DIY project, but this could lead to extensive repairs and maintenance down the road if done incorrectly. So best to hire a professional.
- **Location:** Where you live and how your house is designed will determine the type of door you need and how much the professional quotes.

The additional costs might include removing and disposing of the old door and hardware, so be sure to ask what's included in their quote. Otherwise you could be looking an additional 20 percent for that portion of labor. There might also be additional charges for work like:

- Resizing the opening
- Replacing hardware
- Reframing the exterior

It's imperative to have a professional inspect the garage ahead of time to prevent additional garage door repairs and maintenance down the road for you. Some signs your garage might need care ahead of the garage door replacement includes:

- The garage door only closing partially, a sign the **track** is warped, clogged or loose
- The door has difficulty moving up and down because the springs are worn down and need to be replaced
- The **metal cables** connecting the springs are frayed and worn, which could cause the garage door to fall on someone
- The **brackets** connected to the cables could be loose, which could cause the door to come off and hurt someone

The electronics should also be inspected before or after investing in the cost of replacing the garage door panel to make sure your door will operate properly. The sensors prevent the door from closing on someone's foot or a pet. If they don't work, someone could be injured. Also check to make sure the door opener works, since you could otherwise be locked out of your garage.

Garage door opener repair can cost between **\$100 and \$300** depending on the extent of the problem.

Cost of the Garage Door Opener

Most modern garage doors will come with an electrical opener, but be sure to check and install one if needed (**see how much it costs to install a garage door opener**).

Purchasing extra remotes and getting openers set up for operation will typically range from **\$100 to \$400**, which will add to the overall cost of the garage door installation. If your opener works with the new door, you won't need to have it replaced.

In cases in which the new door is much heavier than the old door, however, the old garage door opener won't be able to handle the extra weight. This is something to keep in mind when you're shopping for a new garage door.

Garage Door Insulation

Insulation, which increases energy efficiency and can help to lower utility bills, is crucial when a garage door is attached to the home. In this case, doors with high R-values are preferred. This means it has insulation that can keep the heat in. The higher the R-value, the better insulated your garage will be against outside noise and cold and hot air.

Well-insulated doors will have polystyrene or polyurethane foam in their construction. Some other factors to keep in mind when purchasing a garage door include:

- **Pinch Resistance:** Pinch resistance pushes fingers out of the way if they're too close to a door.
- **Tamper Resistance:** Bottom brackets reduce injury risk from door components.

Garage Door Types

The type of garage door you select -- and any extra pieces or labor required -- will influence how much you pay to have it professionally installed. Some garage door materials and styles are detailed below to help you compare:

Materials to Choose From

The first thing you should consider when selecting a material for your garage door is its longevity. Although a certain construction material can raise the price of a garage door, it may last far longer than a door made with less expensive material.

Look for a door that will last at least five to 10 years. Each door material is offered in four different grades.

Single-layer doors are the most affordable, but they are also most prone to dents and breaks. At the other end of the spectrum are costly heavy doors with thick insulation. These doors are expensive upfront, but they can withstand a lot more wear and tear than their cheaper counterparts. Available materials are as follows:

- **Custom Wood** -- This is a solid wood garage door that comes in either cedar, hemlock or mahogany. These cost more than any other type of door but are durable and will add significant natural beauty to your home's exterior.
- **Wood Composite** -- This is made primarily from recycled materials, making it an eco-friendly option. It will need to be painted, which allows for personalization. It's also fairly inexpensive.
- **Vinyl** -- Vinyl garage doors are increasing in popularity because they look nicer than steel. They resist denting as well, which means less maintenance in many cases.
- **Steel** -- Steel is the least expensive and most commonly used material for garage doors. If you buy a steel door, consider how much insulation it will need to keep your garage temperature regulated, usually around an R-value of 12.

What's Your Garage Door Style?

There are four garage door styles available:

- **Swing Out:** Two doors open out from the center of the garage opening. This style is good for keeping your ceiling clear for storage.
- **Swing-Up:** Also called a tilt-up garage door, this style swings up from the floor as one piece and pulls into the ceiling.
- **Roll-Up:** Also called a sectional door, this is the most popular and most common option. It is also easy to operate with a remote control.
- **Sliding:** This style offers two doors that slide along a track at the top of the garage opening.

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Garage Door Screen Cost

Garage door screens cost between **\$20 and \$1,200** with an average price of **\$500**.

A garage door screen is a material that can lower over the entrance to a garage to prevent mosquitoes and other bugs from entering. Air still enters and allows the structure to cool. This product is simplistic but comes with numerous variants.

Retractable Garage Door Screen Prices

Retractable screens cost between **\$20 and \$500**, although most people pay around **\$200**. Many people purchase retractable garage door screens because they are easy to use and affordable.

Owners manually raise and lower a this type of door. These are different from motorized or sliding models, powered by electricity or slide horizontally instead of vertically.

Motorized Screens

Motorized screens cost between **\$300 and \$1,200** with an average price of **\$500**. Homeowners use a switch to raise and lower the screen. A professional electrician attaches the screen either to the same switch as the door or can add a different circuit, so it moves separately.

Sliding Garage Doors

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True Cost Guide | [Painting](#) > Paint a Home Interior

How Much Does It Cost To Paint A Home Interior Or Room?

Typical Range: **\$964 - \$2,739**

Cost data is based on actual project costs as reported by 41,046 HomeAdvisor members. [How do we get this data?](#) | [Embed this data](#)

How much will your project cost?



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Interior Painting Cost Per Square Foot

Painting a home interior or room costs **\$964 and \$2,739** with a national average of **\$1,776**. For an entire **2,300 square foot home**, expect to pay between **\$4,000 and \$11,000** depending on the prep work and quality of materials. For a single room, you'll spend anywhere from **\$200 to \$1,000**. It'll cost **\$2 to \$6 per square foot** of surface area with most jobs averaging **\$3.50 per square foot**.

Painting is one of the quickest and easiest ways to give your home's interior a facelift with dramatic results. Fortunately, it doesn't have to be that difficult. Home improvement stores offer samples that you can take home. With these samples, you can try a few colors in large swaths on your wall to see how the paint interacts with the room's natural light. Compare it against design elements like pillows or furniture to see whether it will work with your overall décor.

On This Page:

1. Interior Painting Cost Calculator
2. Home Interior Painting Costs
3. Room Painting Costs
 - a. Professionals Labor Rates
 - b. Average Labor Time
 - c. Painting by Room Size
 - d. Cost to Paint a Bedroom
 - e. Bathroom

How much will your project cost? [Get Estimates Now](#)

- 5. Interior Painting Pricing Factors
 - a. Average Paint Prices
- 6. DIY Costs
- 7. Painting on a Budget
- 8. FAQ

Interior Painting Cost Calculator

Where are you located?

National Average	\$1,776
Typical Range	\$964 - \$2,739
Low End - High End	\$350 - \$4,600

Cost data is based on actual project costs as reported by 41,046 HomeAdvisor members.

Average Cost to Paint the Interior of a House

Painting the interior of an average 2300 square foot home runs anywhere from **\$1,900 to \$7,800**. Prices vary for a number of factors, including:

- **Regional differences.** Higher regional wages and overhead means higher prices for you.
- **Wall height.** High walls increase the paintable area.
- **Designer paints.** You can pay up **\$1,000 more** just for a better brand.

Actual coverage area. For example, a home with 20 windows has far less area to paint than one with 10 windows.

House Paint Job Costs Per Square Foot

Home Square Foot	Average Total Price Range
800	\$500-\$3,500
1,000	\$700-\$3,900
1,200	\$900-\$4,500
1,300	\$1,000-\$4,800
1,500	\$1,200-\$5,400
1,600	\$1,300-\$6,000

How much will your project cost? [Get Estimates Now](#)

True Cost Guide | [Kitchens](#) > Install an Appliance

How Much Does It Cost To Install A Kitchen Appliance?

Typical Range: **\$115 - \$268**

Cost data is based on actual project costs as reported by 7,733 HomeAdvisor members. [How do we get this data?](#) | [Embed this data](#)

How much will your project cost?

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Appliance Installation Costs

Most homeowners spend **\$189** to install a kitchen appliance with a typical range of **\$115 and \$268**, though it can significantly decline or increase in price. Where you purchase it from and where or how you install it affect the price.

For new home builds or large appliance purchases from a home improvement or furniture store, installation may be included in the price of the appliance. However, for custom appliances or retailers that don't include delivery, you may need to hire a pro to install it for you.

Average Cost Ranges for Appliances

Appliance	Material Price Range	Installation Price Range
Refrigerators	\$450 to \$3,000	\$150 to \$250
Dishwashers	\$400 to \$700	\$200 to \$500
Stove & Range	\$650 to \$2,000	\$100 to \$200
Microwaves	\$200 to \$500	\$115 to \$200
Range Hood	\$200 to \$3,000	\$300 to \$600

On This Page:

How much will your project cost? [Get Estimates Now](#)

4. Stoves, Ranges & Ovens
 - a. Gas Stove Installation Hook Ups
 - b. Electric Range Prices
 - c. Cost to Convert from Electric to Gas Stove
5. Range Hood Installation
6. Over the Range Microwave Installation Costs
7. Kitchen Exhaust Fan Installation
8. Washer & Dryer Installation
9. Smart Home Appliances
10. DIY vs Hiring a Pro

Appliance Cost Calculator

Where are you located?

National Average	\$189
Typical Range	\$115 - \$268
Low End - High End	\$69 - \$500

Cost data is based on actual project costs as reported by 7,733 HomeAdvisor members.

What Type of Kitchen Appliance Are You Installing?

Installation difficulty varies according by appliance type. Each kitchen or laundry room appliance comes with its own considerations. These considerations are discussed here for the following typical kitchen and laundry room appliances:

- Refrigerators
- Microwaves
- Dishwashers
- Stoves, ranges and ovens
- Washer and dryer
- Smart home appliances

Dishwasher Installation Costs

If you are replacing an existing dishwasher, installation may include minor adjustments to countertops, wiring, or plumbing. Typical labor runs **\$150 to \$475**, with most homeowners paying **\$300**.

Completely new dishwasher installation run **\$175 to \$525 for labor**, with most homeowners paying **\$350** to get the job done. It varies according to whether it is a new installation or replacement. New installs may involve additional wiring, plumbing, and customization of countertops to accommodate new dimensions.

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~~\$250.~~

In addition to labor, new installations require a dedicated electrical circuit and a water line. You'll pay an electrician between **\$50 to \$100 per hour** plus any trip fees for a total new circuit runs averaging **\$300**. You'll pay a plumber between **\$100 to \$175** for a dishwasher water and drain line.

Cost to Remove & Replace a Dishwasher

Removing and replacing a dishwasher totals **\$350 to \$600**. Removal fees alone run **\$100 to \$150**. Because both electrical and plumbing are involved, use a professional to avoid pricy mistakes.

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Refrigerator Cost

Refrigerators cost **\$150 to \$250** to install. If you choose a refrigerator without an automatic ice maker, the only considerations you need to worry about are ensuring that your new appliance will fit in the space you have for it and ensuring that the plug on the refrigerator is compatible with the outlet where it will be plugged in. Installation then involves simply plugging the appliance in and maneuvering it into place.

If you choose a style with an integrated water dispenser and ice maker, you'll need to make sure you have a water line hook up. If not, you'll need it installed for an average of **\$150**.

Stainless Steel Fridge Prices

Stainless steel refrigerators average **\$100 to \$200 more** than white or black models. However, black stainless-steel is **\$100 to \$200 more** than traditional stainless steel or about **\$200 to \$400 more** than plain colors or finishes. Sale prices, availability and location will affect these amounts. The price increase is only for the stainless finish, there are no other differences.

Refrigerator Water Line Installation Costs

For models that include an ice maker, you must also be certain that you have a water and plumbing hookup to attach the ice maker. If you do not have such a hookup, a plumber will charge **\$65 to \$150 for labor** to install one, depending on the amount of time it takes the plumber to get the job done.

If the hookup is there already and you need a pro to help you install the refrigerator, expect to pay **\$116 to \$200** for the labor.

Installing a Built-in Fridge

A built-in fridge costs an average of **\$300 to install**. You'll pay **\$500 to \$1,200 per linear foot** to customize any cabinetry if your kitchen isn't set up for the size you purchase. If you choose a panel ready fridge □ the type that matches your cabinetry with an added panel on front □ you'll need to have that installed as well. The price is often included in the setup fees. Consider matching the fridge with other built-in appliances.

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Stoves, Ranges and Ovens

Stoves, ranges and oven installations run anywhere from **\$100 to \$200 on average**. You may end up paying significantly more if you switch from electric to gas or the other way around. Installing a cooktop or oven often requires countertop or cabinet alterations that will vary greatly depending on your kitchens configuration, materials and location.

Gas Stove Installation Hook Up Costs

Gas stoves run anywhere from **\$350 to \$3,000 or more** depending on the brand, features, quality and finish. Installation costs are **\$100 to \$125** if there are already supply lines installed for the gas. If not, gas line installation can cost up to **\$200 or more**.

How much will your project cost? [Get Estimates Now](#)

the middle or back of the stove. Some models have a vent that pops up from the back of the unit. You may pay more, but you can skip the vent hood. These styles are incredibly useful for island installations.

Electric Range Prices

To install electric stoves, expect to pay **\$100 to \$200 for labor**. If any electrical adjustments need to be made, budget for an added **\$50 to \$100 per hour** for an electrician.

Cost to Convert from Electric to Gas Stove

Moving from an electric stove to gas requires running a gas line to the stoves location which costs between **\$260 to \$760**. Going from gas to electric requires installing a new circuit and breaker which runs anywhere from **\$350 to \$560** or more for complex layouts.

Oven and Cooktop Installation

Oven installation costs between **\$100 to \$300** when placing it in an existing location. Combo units runs between **\$3,000 to \$5,000**.

Retrofitting requires altering the countertop and cabinetry which will vary in price depending on your location. For custom work, contact a professional for specific pricing for your project.

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Range Hood Installation Costs

If you need a stove hood vent installed, the cost is **\$250 to \$600**, depending on the complexity of the job. Hoods come in wall mount, under cabinet mount and ceiling mount for islands. Installation pricing is similar between styles and vary depending on the complexity of your homes layout.

Wall vs. Island Ducted Kitchen Vent Hood Systems

Installation of either unit averages **\$85 per hour in labor**.

- **Wall** units cost anywhere from **\$200 to \$3,000** with high end models running **\$6,850** and utilize either wall or ceiling ductwork while using the wall for stability.
- **Island** hoods run anywhere from **\$300 to \$3,000**. They also need to be a few inches larger than the cook surface for effectiveness.

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Microwave Installation Costs

The cost of mounting a microwave over your stove is **\$115 to \$200 for labor**, on average.

When choosing a microwave, it is important to consider where your microwave will be. If you intend to set it on a counter, size matters less. However, if you want to mount it over your stove, you must ensure that the microwave you choose will fit in the space you have.

Over the Range Microwaves

Over the range microwaves installations run from **\$100 to \$200**. If you need ductwork installed, plan on spending an additional **\$200 or more**. Expect to pay between **\$180 and \$600** for the appliance alone.

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How Much Does It Cost To Install Or Replace A Toilet?

Typical Range: **\$218 - \$522**

Cost data is based on actual project costs as reported by 932 HomeAdvisor members. [How do we get this data?](#) | [Embed this data](#)

IN THE SUPREME COURT OF THE STATE OF NEVADA

OCWEN LOAN SERVICING, LLC, A
FOREIGN LIMITED LIABILITY
COMPANY,

Appellant,

vs.

CHERSUS HOLDINGS, LLC, A
DOMESTIC LIMITED LIABILITY
COMPANY; AND SOUTHERN
TERRACE HOMEOWNERS
ASSOCIATION, A DOMESTIC
NON-PROFIT CORPORATION,

Respondents.

Supreme Court Case No. 82680

District Case No.: A696357

APPELLANT'S APPENDIX - VOLUME XVI

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DATED this 21st day of January, 2022.

WRIGHT, FINLAY & ZAK, LLP

/s/ Christina V. Miller

Christina V. Miller, Esq.

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Servicing, LLC*

CERTIFICATE OF SERVICE

I certify that I electronically filed on the 21st day of January, 2022, the foregoing **APPELLANT’S APPENDIX - VOLUME XVI** with the Clerk of the Court for the Nevada Supreme Court by using the CM/ECF system. I further certify that all parties of record to this appeal either are registered with the CM/ECF or have consented to electronic service.

[X] (By Electronic Service) Pursuant to CM/ECF System, registration as a CM/ECF user constitutes consent to electronic service through the Court's transmission facilities. The Court's CM/ECF systems sends an e-mail notification of the filing to the parties and counsel of record listed above who are registered with the Court's CM/ECF system.

Service via electronic notification will be sent to the following:

Michelle Adams	michellea@nelsonlawfirmnv.com
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Ashlie Surur	ashlie@sururlaw.com

[X] (Nevada) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

/s/ Tonya Sessions

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Installing or replacing a toilet can positively affect your happiness, your finances and the planet. The average cost to install or replace a toilet is **\$370**, although prices can vary anywhere **between \$218 and \$522**. Start by selecting a licensed plumber who can tell you whether your existing plumbing presents any limitations and help you determine what kind of toilet will work best in your bathroom. Remodeling a bathroom or installing new plumbing will give you more room to be creative than simply installing a new toilet will. Here are a few factors that can affect the cost of your toilet replacement or installation.

On This Page:

1. Cost Factors to Install or Replace a Toilet
2. One or Two-Piece Toilets?
3. Popular Toilet Brands
4. Labor Costs to Install or Replace a Toilet
5. Existing Toilet Plumbing

National Average	\$370
Typical Range	\$218 - \$522
Low End - High End	\$120 - \$808

Cost data is based on actual project costs as reported by 932 HomeAdvisor members.

What Factors in to the Cost of Replacing or Installing a Toilet?

Special requirements, disposal of the old fixture and the difference between a simple, no-frills toilet and a majestic, high-tech throne will largely determine the overall cost of your toilet replacement or installation project. The type, model and style of the toilet you choose will be the single greatest factor in the cost of its installation.

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2 Most Common Types of Toilets

The type of toilet you choose will be one of the biggest factors in its installation cost. There is a wide variety of toilets from which to choose -- and a wide range of pricing as well. You will find basic, round-bowl, white toilets with a two-piece design (i.e., the bowl and tank are separate) at the lowest end of the spectrum. Sleeker, elongated and colored toilets -- as well as toilets with features such as heated seats -- will raise the price accordingly. More information on the two most common types of toilets, as well as how they compare, is included below:

**Round toilet bowls:**

- Perfect for smaller bathrooms, measuring anywhere from 25 to 28 from the wall
- Less expensive
- Better for children



Elongated toilet bowls:

- Take up more space
- More powerful flushing action (due to more water and space)
- More expensive
- More comfortable
- More aesthetically pleasing

A recent innovation is the Americans with Disabilities Act (ADA) compliant, comfort-height toilet. At 17 to 19 inches above the floor, comfort-height toilets are between 2 to 4 inches taller than older models. While ADA compliant comfort height toilets are gaining popularity and favor among the elderly, they can prove challenging for small children to reach. Because toilets do not come with a seat, you are free to choose the best option for your body and decor. Toilet seats are offered in a wide variety of materials, including real wood, molded wood composite, plastic or polypropylene and cushioned vinyl. They are also available in soft close or slow close varieties that keep the seat from slamming against the bowl.

For a look at more toilet types and their costs, check out our guide to [Toilet Prices](#).

Toilet Efficiency

You'll also need to consider flushing mechanisms and their effect on flushing power. Flushing power refers to the amount of solid material the toilet can efficiently flush down the drain. Two standard types of flushing systems are most common in the United States: the gravity-flush system and pressure-assist system. The standard **gravity-flush system** is the simplest --using water weight to generate flushing action and following with a siphoning action to complete the flush. This system is quieter and generally requires less maintenance than the pressure-assisted system. The **pressure-assisted system** uses pressurized air to force water into the bowl, which reduces clogs. While this system is noisier and more expensive -- and also more likely to require more frequent maintenance -- than the gravity-flush system, it creates three times the flushing power.

There are also two additional flushing technologies to consider. The **dual-flush system** was created with an eye toward conservation -- offering full and partial flush options for liquid or solid waste. And the **no-flush waterless toilet** answers requirements where portability is a concern or there is little to no plumbing access. The upside of waterless toilets is that they have come a long way in terms of cleanup -- and they offer a reclamation and composting option as well.

The **Watersense label** is given to toilets rigorously tested to meet EPA standards for performance and efficiency. Recent advances allow toilets to perform using 1.28 gallons per flush or less, which could save the average family nearly 13,000 gallons of water every year. This translates into more than **\$110 per year** in water costs and \$2,200 over the lifetime of the toilet. Your local utilities provider may offer rebates and vouchers that can further lower the price of your investment.

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One-Piece vs. Two-Piece Toilets

Toilets are available in two styles: one-piece or two-piece. The two-piece model consists of a tank and bowl, which are bolted together during installation or replacement. Basic white toilets with a two-piece design will be at the low end of the cost spectrum. The two-piece is a bit harder to clean, although the tank and bowl can be moved separately, making them easier to lift. In the one-piece model, the bowl is seamlessly molded to the tank, which gives it a sleek and modern feel. The design, color and add-ons you choose for your toilet will increase the price of its installation or replacement, regardless of which style you choose.

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Popular Toilet Brands

While they look similar, toilets vary greatly in quality, performance, comfort and efficiency. Do your homework and read reviews. The research will pay off. Some of the most popular toilet brands include: **Kohler**: Kohler toilets come in a variety of colors, styles and technologies. These toilets range from a classic two-piece, which retails for \$230, to the Numi -- a one-piece with integrated bidet technology, colored lighting and wireless Bluetooth music sync, which retails for \$6,340. **American Standard**: American Standard offers economic models from around \$180. At the higher end is the adjustable, two-piece, high-efficiency, self-cleaning AccessPRO toilet, which sells for \$1,618. **TOTO**: Toto offers the same level of technology as Kohler, but fewer color options. Toto toilets range from the \$265 Carusoe two-piece to the Nearest 700H Dual Flush high-efficiency one-piece, which sells for \$6,500. [Return to Top](#)

Extra Labor

The price that you negotiate with your plumbing contractor for your toilet installation or replacement project can fluctuate -- particularly if additional or unforeseen work is required once the job has begun. A standard toilet install should take between one and two hours to complete and cost an average of **\$348 or less**. Basic installs will run around \$115. Unexpected costs could raise the cost up to as much as \$800. A standard installation process will consist of:

- Turning off the water
- Draining, disconnecting and removing the old toilet
- Replacing the wax ring seal
- Inspecting the flange, which connects the toilet to the drainpipe, for damage or wear
- Setting and connecting the new toilet, as well as testing all newly installed parts

Problems that may arise include:

- Unexpected leaks
- Cracked flange causing a wobbling toilet
- Improper wax ring seal replacement or compression
- Poor caulking causing leaks
- Failure to replace a leaky flush valve

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How Much Does It Cost To Install A Shower?

Typical Range: \$1,354 - \$6,175

Cost data is based on actual project costs as reported by 2,205 HomeAdvisor members. How do we get this data? | Embed this data

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On This Page:

1. Shower Types
2. Adding Ceramic Tiles to a Shower
3. Shower Doors
4. Other Fixtures
 - Adding or Upgrading Bath Fan
5. Conclusion

National Average

\$3,733

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LOW END - HIGH END

\$205 - \$10,055

Cost data is based on actual project costs as reported by 2,205 HomeAdvisor members.

A bathroom remodel is one of the best projects for a good ROI (return on investment). Simply upgrading the fixtures or tiling the shower is an easy way to provide a facelift and give a boost to your resale value. However, you may decide to install a whole new shower to upgrade to modern design or new technology. This can be a complicated project and may require hiring a professional. The average cost for a professional shower installation is between \$1,354 and \$6,175 with an average cost of \$3,733. There are a few common factors that will impact the price to install a shower.

Shower Types

Showers come in two basic types: **full showers and shower/tub combinations**. This can affect resale value. You might see a shower as the more sophisticated option, but remember that many potential buyers have young children. A shower/tub is far more suited to them. It gives them the safety of bathing their children in a tub as well as the convenience of a quick shower.

A small bathroom might do better with a regular shower. They take up much less space and with a few simple upgrades can feel very luxurious. It's easier to replace a shower/tub combination with a shower because the shower takes up much less space. Going the other way is costlier due to the extra plumbing that must be run and the extra room required.

Shower/Tub

Shower/tubs are designed to have the dual appeal of a shower and a bathtub. The average cost is **\$400.00 to \$600.00** for the tub and walls. Installation costs another **\$1,000.00** or more depending on complications such as running new plumbing, installing a unit on an upper floor, etc. They are often made of fiberglass, though other materials are available.

Pros

- **Available in many styles** – There are many aesthetic touches to these units that let them fit into any style you may choose. Color options are also wide, and the prices allow them to fit into any budget. You can also get different types like alcove, clawfoot and drop-in tubs.
- **Suitable for Any Lifestyle** – Whether you want a luxurious bath or a quick shower, the shower/tub combination is a convenient way to have the best of both worlds.
- **Space Saving** – Even though they are larger than a single shower, a shower/tub can do the work of two fixtures in one space. They are well-suited for small full baths, neatly fitting along the wall.
- **Easily Remodeled** – Giving a facelift to one of these units is as easy as installing tile around the walls or just replacing the faucets. A few small accessories can turn a common shower/tub into a mini-escape!
- **Resale** – When selling your house, the shower/tub will appeal to a wider spectrum of potential buyers. Families with children will appreciate the tub for its safety while on-the-go couples will appreciate a shower for convenience.

Cons

- **Complex Plumbing** – Because they combine two different features, plumbing repairs can be a little more complex than a simple shower. Some can be DIY, but others may require a plumber.
- **Large Footprint** – Although they fit neatly in small full bathrooms, mid-sized bathrooms can feel cramped with a large fixture. The fit may even make the bathroom look like an afterthought.
- **Accessibility** – The elderly and the disabled can find it difficult to step over the edge of the tub, which can measure 16 inches or taller.

Remodeling a Shower/Tub

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another **\$500.00** for labor.

Some people prefer to tile their shower/tub. There are many different types from ceramic to natural stone. It's a fairly easy DIY project and can cost from **\$1.30 per square foot to \$5.00 per square foot**.

Another easy remodel is updating the fixtures. Many are chrome-plated plastics or cheap metals. By upgrading to a brushed nickel or gold-plated fixtures you can set the tone for the whole bathroom.

Finally, and not everyone thinks about this, replacing the curtain with a glass door can be a good upgrade that is easier to clean. Curtains can develop mold and are fairly tough to keep clean. Glass doors can benefit from any number of routine cleaning products including daily spray cleaners and automated systems.

Stand Alone Showers

Stand-alone showers work great in small bathrooms. They tend to appeal to young, on-the-go couples. Some upgrades can make them as luxurious as a full bath.

A shower stall by itself can cost around **\$400.00** for a basic model. Installation can cost another **\$300.00 to \$400.00** depending on various factors such as local labor rates, level of finishing work, and complexity of the project.

Pros

- **Cost Effectiveness** – Showers use half to less than half of the water used by a bathtub, especially when using low-flow shower heads.
- **Easy Fit** – A shower can fit along a wall or in a corner with equal ease.
- **Safety** – The elderly and the disabled don't have to worry about stepping over a tub wall.

Cons:

- **Resale Value** – To maximize the resale value of your house, experts recommend at least one bathtub. If you have a one-bathroom house, removing the tub has a great chance of hurting the resale value no matter how nice the shower is.
- **Mold** – Mold tends to build up quicker with a shower.

Remodeling a Shower

Remodeling your shower is a little more involved than a shower/tub, but it can have a bigger effect. Tiles can be used on the walls, floor, and ceiling, making it feel like a separate room.

Fixtures can be upgraded and the styles are numerous. Besides various finishes, the showerheads themselves have many features available. This includes removable massage showerheads and programmable units.

Most DIY shower remodels are relatively minor, costing around **\$250.00**. A complete, professional makeover costs around **\$4,000.00**.

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Adding Ceramic Tile to a Shower

Affordable and attractive, ceramic tiles are seeing a rise in popularity. Part of their appeal is their variety. They come in any color and design imaginable and combining them creates stunning patterns. Mass-produced tiles are noted for their consistency while artisan tiles have the charm of individuality. You can even mix the two styles, creating a uniform wall with decorative touches.

They can be applied individually or in sheets. The sheets have interlocking edges to help mask the joints and keep the lines straight. They give quick coverage for a small tile design, and make an interesting accent when used with large tiles. Large tiles help open up a space, making it look bigger. Small tiles make a space look busy or smaller. Large tiles don't provide a lot of grip when they're wet. Use tiles of no larger than 4" x 4" to maintain a slip-resistant floor.

Ceramic tiles usually cost **\$1.30 per square foot**, but hand-crafted tiles and other high end tiles can cost as much as **\$20.00 per square foot**.

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Shower Doors

Deciding on a shower door or curtain probably isn't something you'll lose sleep over, but it's worth considering. While it's mostly a matter of personal preference, there are advantages to each. Shower doors have clean lines. However, in a shower/tub they reduce your access by 50%. Curtains make for a cozy look and work well in small spaces, but after a while, even the best-maintained ones can start to look worn and in need of replacement.

Doors come in two basic types: framed and frameless. Frames are made of a lightweight metal in a variety of finishes and slide on tracks. These tracks can collect water and need periodic cleaning. Frameless doors are easier to clean and give an open, modern look.

Some people with shower/tubs may feel that they are stuck with using a shower curtain. However, glass doors come in a variety of finishes that are sure to fit your tastes regardless of your bathroom decor:

- **Clear glass** is smooth and transparent, allowing maximum light in.
- **Frosted glass** offers great privacy and can have designs as well as colors.
- **Rain glass** is textured on one side to look like raindrops. It affords privacy and hides water stains and fingerprints well.
- **Tinted glass** comes in varying degrees of opaqueness and provides warmth to a bathroom's color palette.
- **Hammered glass** has indentations that look like hammered metal creating many kinds of visual effects as the light passes through.

Shower doors have varying costs depending on manufacturer, type, and finish. In general, however, a typical sliding glass shower door can cost from **\$100.00 to \$300.00**, with another **\$200.00 to \$300.00** for installation. Higher end doors such as frameless corner shower doors can run as high as **\$5,000.00** installed.

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Other Fixtures

Sometimes a shower just needs a little touching up to have a modern, luxurious look to it. Replacing the shower pan can give a great boost to your shower's looks. A basic pan costs around **\$100.00**, but you can also get pre-fabricated ones that look like tile or stone for **\$500.00 to \$600.00**.

Faucets and shower heads are another quick way to spruce things up. Prices can range from around **\$20.00** for new, updated showerhead with multiple settings to almost **\$300.00** for an eco-designed, height-adjustable fixture. Taps and bathtub spouts are equally variable in price depending on type and material. Wondering [how to change a shower head](#)? Check out our [DIY Shower Installation and Repair Guide](#).

Bathtubs can be replaced with spa-like models equipped with jets. Though the jets can be harder to clean, the luxury they afford is often worth the effort. They cost from around **\$800.00** to well over **\$10,000.00**. Most people spend around **\$1,000.00** for the tub. Installation costs vary depending on the number of jets, bathroom location, etc. Fiberglass tub repairs can vary in cost as well, though many repairs can run on the lower end when completed by the homeowner.

Full-body showers are truly luxurious. In fact, they are where you stop *taking* a shower and start *experiencing* it. Multiple heads covering your whole body aren't necessarily new, but they were once so incredibly expensive that only the very wealthy could afford them. Some units have color and/or aroma therapy, and some have systems that remember your settings. Some are easily attached to an existing shower and spray from one side, but others surround you with water. In price they can cost as low as **\$250.00** for an attachable shower panel to **\$4,000.00** for a fully-integrated electronic system.

One of the easiest ways to improve the quality of your shower without spending a fortune is to **add customizable shelving** for storage of things like soap, shampoo, etc. Many adjustable shelves are designed to fit into the corner on poles while others attach to the walls. They can be placed wherever you want at any height. They cost from **\$12.00 to \$20.00** for a basic shower caddy, **\$70.00** for water-resistant teak, to around **\$100.00** for recessed shelving.



True Cost Guide | **Plumbing** > Install a Water Heater

How Much Does It Cost To Install A Water Heater?

Typical Range: **\$768 - \$1,445**

Cost data is based on actual project costs as reported by 21,078 HomeAdvisor members. How do we get this data? | [Embed this data](#)



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Water Heater Installation Cost

Installing a standard water heater costs **\$1,105** on average. You'll typically spend between **\$768 and \$1,445**. These prices include both the cost of the unit and labor. Gas types run about **\$50 to \$150 more** than comparable electric varieties. Tankless versions run **\$1,000 to \$3,000 or more**. The units alone run **\$300 to \$2,000+**. Plumber labor runs **\$45 to \$150 per hour** with a job taking **2 to 3 hours**.

Whether replacing or installing a water heater, we'll go over all the costs you'll run into. In this guide, we'll cover everything you'll need to know about pricing out your next tank style installation. We'll also briefly discuss hybrids, high efficiencies, solar and tankless.

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2. New Hot Water Heater Prices
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Water Heater Cost Calculator

Where are you located?

National Average	\$1,105
Typical Range	\$768 - \$1,445
Low End - High End	\$327 - \$11,000

Cost data is based on actual project costs as reported by 21,078 HomeAdvisor members.

New Hot Water Heater Prices

Most standard electric and gas water heaters cost **\$400 to \$1,600, not including labor**. However, they can range anywhere from **\$300 to \$3,000** depending on several factors, including:

Type	Average Unit Price Range	Installation Cost
Standard Tank Storage	\$400-\$1,600	\$150-\$600
Tankless	\$250-\$2,500	\$400-\$1,500
Hybrid/High Efficiency	\$700-\$3,000	\$150-\$600
Solar	\$1,000-\$6,000	\$2,000-\$4,000

Tank vs. Tankless

Average cost with installation:

- Tank - \$889 (40 to 50 gallon tank)
- Tankless - \$3,000

Water heaters come in two different styles: tank and tankless. A storage tank style, as the name implies, keeps hot water ready to use in a large tank. Tankless water heaters cost **two to three times a standard type**. But this smaller, on-demand style gives you an endless supply whenever you need it through a series of super-heated coils.

	Tank	Tankless
Cost (materials + labor)	\$700-\$2,000	\$1,000-\$3,000
Lifespan	8-12 years	20+ years
Energy Source	Gas, Propane, Electric, Solar	Gas, Electric, Propane
Installation time	2-3 hours	8-10 hours
Pros	Proven track record Cheaper Easy to install High efficiency available	Smaller Saves up to 25% on utilities Only 5% energy loss Endless supply
Cons	30%+ energy loss Takes up a lot of space Always on using energy	Expensive to install Not great for northern climates Need multiple units for large homes

Gas Water Heater Costs vs. Electric Water Heater Pricing

All types use gas (natural or propane) or electricity. On average, natural gas fired units cost **\$100 to \$200 more** than electrical types. The internal heating comes either from an electrical coil, much like a stove top coil or via a gas flame. Although natural gas units cost more up front with lower energy-efficiency, the high price of electricity still makes gas the cheaper long-term choice. However, electrical types, tank or tankless, make better choices for small apartments or confined areas since it doesn't require make-up air or venting. Here are some other points of comparison between the two:

	Electric	Gas
Energy Source	Electric	Natural gas
Works During Power Outage	No	Sometimes
Lifespan	8-12 years	8-12 years
Recovery Rate	1-2 hours	30-60 minutes
Energy Efficiency	95%	60%-70%
Cost Over 12 Year Lifespan	\$6,250	\$4,980
Price of Unit	\$300-\$2,880	\$250-\$1,800

Propane vs. Oil-Fired Hot Water System Prices

Propane and oil-fired water heaters both fall on the expensive end of the spectrum at **\$1,000 to \$3,000** for the unit alone. Propane and oil-fired types offer an alternative to electricity and natural gas for rural and off-grid homes.

Direct Vent vs. Power Vent Water Heaters

Power venting a water heater costs about **\$500 to \$1,000 more** than a passive or direct vent system.

- **Power venting: Adds \$300-\$600 to the unit's price. Plus, you'll add an additional \$300-\$500 for wiring and electrical.** This system uses a powered fan to push exhaust air out of your home. Natural and LP gases create carbon monoxide as they burn, creating a potentially serious health hazard if not vented properly.
- **Passive or Direct Vent: Adds \$500-\$1,000 *only* if you're converting from electric to gas.** This system uses the idea that hot air rises over the cooler surrounding air. As the gas burns, the air heats up and vents out of your house through a vent stack above the unit.

Solar Water Heaters

Solar water heater installation costs **\$1,800 to \$5,500** but can skyrocket to **\$13,000 or more**. Some people supplement their system with a solar tank or tube style heater. While these can help increase what's available for your family, they are also very expensive.

Average Cost of a High-Efficiency Water Heater

High-efficiency water heaters cost an average of **\$1,000 to \$3,000 including the unit and labor**. They're anywhere from **100%-300% more efficient** than standard types. These come in both tank and tankless types. They use a combination of factors to create better energy efficiency, which include:

- Better insulation
- Smart controls with leak detection and protection alerts for connected devices
- Heat pumps (discussed in the next section).
- Plastic tanks

Hybrid Heat Pump Water Heaters

You'll pay in the range of **\$1,200 to \$3,500** for most hybrid heat pump water heaters. This price includes both the materials and the labor. They're the most efficient style of tank storage and the most expensive. These use a heat pump to pull heat from the surrounding air and transfer it to the water in the tank via a compressor and coils. While the most efficient option available but don't make a good choice for small apartments.

Indirect Water Heater Installation Costs

Indirect water heaters cost **\$800 to \$1,500 on average**. An extremely efficient choice, they use a tank that pulls heat from a boiler or furnace rather than having an independent heat source. They're basically just a tank you place next to your furnace. Pipes are then run through the furnace and coiled inside the tank. It pulls heat from your boiler, indirectly heating the water.

Rheem Water Heater Prices vs. Other Popular Brands

The most popular brands, like Rheem and AO Smith, are popular for a reason. They are reliable, affordable, and readily available. Here's a look at prices for storage tank water heaters from well-known brands.

Rheem	\$400-\$2,300
AO Smith	\$400-\$3,500
Bradford White	\$400-\$3,000
Kenmore	\$350-\$1,000
Whirlpool	\$350-\$1,500

The costs above are estimates for the unit only. They are for the common 30 to 50 gallon capacity units and do not include installation, transportation, or other additional costs.

How Big of a Water Heater Do You Need?

Most often, you'll determine the size of your water needs based on how many people you have in your home. Consider the following household sizes to determine your needs:

Number in House	Tank (gallons)	Tankless* (gallons per minute)
1	20-30	2-3
2-3	30-40	3-5
4-5	40-50	4-6
6+	55+	5+

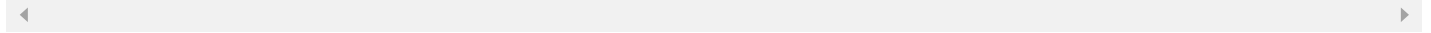
*May require two or more units run parallel or with separate units for point of use, such as a dedicated one for each bathroom, shower or appliance. For a detailed estimation you'll need more information:

- **Tank style heaters:** you'll want to find your FHR (First Hour Rating) or the peak-hour hot water demand and your tanks recovery rate.
- **Tankless:** You'll need to know the flow rate of each appliance, fuel source and the rise in temperature needed.

Water Heater Prices by Size

Tank Size	Price Range*
30	\$270-\$900
40	\$320-\$1,600

50	\$400-\$2,200
75	\$900-\$3,000
80	\$1,000-\$3,000



**Does not include labor costs to install.*

Average Labor Cost to Install a Water Heater

Labor costs for installing a standard water heater range from **\$150 to \$800**. Most plumbers quote a flat rate that includes the materials and labor. But if you bought your own unit and want it installed, you'll need to consider calling in a pro:

- Hiring a plumber costs **\$45-\$200 per hour** with most jobs taking 2 to 3 hours.
- Hiring an electrician costs **\$50 to \$100 per hour**. You'll need one to add a circuit or convert from gas or propane.

Water Heater Replacement Cost

Replacing a water heater usually costs **\$500 to \$1,800** for a replacement of the same style and size. Other costs can add anywhere from **\$50 to \$1,500 or more**. These projects include:

- **Converting from one fuel source to another** including gas, oil, propane or electric means adding new lines, pipes and electricity.
 - **Adding electrical wiring fees: \$500-\$1,500.**
 - **Water line installation costs: \$350-\$1,000.**
 - **Gas line addition price: \$250-\$800.**
- **Permits: \$100-\$1,500.** Depends on the type and extent of the work you'll do.
- **Expansion tanks: \$40-\$350.** These are often required in new construction or when updating.
- **Carpentry work.** You might need to frame a new wall, enclose or open a space or simply drywall in a utility closet.
 - **Framing a wall costs: \$2-\$4 per square foot.**
 - **Drywall installation costs: \$500-\$700.**

How Much Does It Cost to Convert Gas Water Heater to Electric?

It'll cost you **\$200 to \$500+** to convert from gas to electric. The total cost comes from running a new electrical circuit. They must have their own dedicated circuit so don't try to put them on an existing line.

How Much Does A Water Heater Permit Cost?

Water heater permits cost **\$50 to \$500** depending on the extent of the construction needs. You can pull a permit yourself or have your installer do it as part of the project fees.

Water Heater Expansion Tank Cost

FirstService Residential
8229 Arville St
Las Vegas, NV 89139
(702) 940-7108

RETURN SERVICE REQUESTED

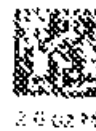
OCWEN LOAN SERVICING LLC
110 VIRGINIA DR
FORT WASHINGTON, PA 19034
USA

RE: 5946 Lingerin Breeze St

01/08/16

PAYMENT COUPON BOOK

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



FirstService
Residential

Checks sent with this request for payment are authorized to be processed electronically according to NACHA guidelines. Checks with clear paper, your bank will no longer return your check to you. Statements are void as proof of payment, and copies of checks can be provided by your financial institution.

ACCOUNT NUMBER
SOTED0033301203

DUE DATE
Jan 1, 2015

AMOUNT DUE
\$72.00

OCWEN LOAN SERVICING LLC
Check payable to: SOUTHERN TERRACE HOA

IF RECEIVED AFTER
Jan 30, 2015

PAY THIS AMOUNT
\$82.00

Please see your account online @ <http://www.nevada.farconnect.com/southinterface>

SOUTHERN TERRACE HOA
FIRSTSERVICE RESIDENTIAL
PO BOX 54089
LOS ANGELES, CA 90054-0089

80083798469000330120300072005

Date Pd. _____ Co. \$ _____

NUMBER	ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
2	507E000301303	Feb 1, 2015	\$72.00
GOWENLOCK SERVICES LLC		IF RECEIVED AFTER	PAY THIS AMOUNT
Check payable to: SOUTHERN TERRACE HOW		Mar 2, 2015	\$82.00

For more information, please contact the author at info@wiley.com.

SOUTHERN TERRACE MOA
FIRSTSERVICE RESIDENTIAL
PO BOX 54086
LOS ANGELES, CA 90054-0369

8006379846 7000330130300072005

NUMBER 3 ACCOUNT NUMBER SOTED003301203 AMOUNT DUE \$72.00
 OCWER LOAN SERVING LLC IF RECEIVED AFTER Mar 1, 2015 PAY THIS AMOUNT \$32.00
 Check payable to: SOUTHERN TERRACE HOA

Please see your account online @ <http://www.norwalk.ca.gov/online>

SOUTHERN TERRACE HOA
 FIRSTSERVICE RESIDENTIAL
 PO BOX 94089
 LOS ANGELES, CA 90094-0899

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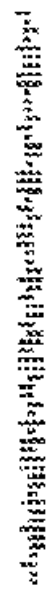
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NUMBER	ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
4	SOTE0003301203	Apr 1, 2015	572.00
OCWEN LOAN SERVING LLC		IF RECEIVED AFTER	PAY THIS AMOUNT
Check payable to: SOUTHERN TERRACE HOA		Apr 30, 2015	582.00

Please see your account online @ <http://www.norwestadvisors.com/online>


 SOUTHERN TERRACE HOA
 FIRSTSERVICE RESIDENTIAL
 PO BOX 54889
 LOS ANGELES, CA 90054-0889

8008374845000330120300072005

Date Paid

NUMBER	ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
6	SOTED063301203	JUN 1, 2015	\$72.00
OCWEN LOAN SERVING LLC		IF RECEIVED AFTER	PAY THIS AMOUNT
Check payable to SOUTHERN TERRACE HOA		JUN 30, 2015	\$82.00

Please see your account online @ <http://www.nevada1stcredit.com/southterrace>

1st Nevada Credit
SOUTHERN TERRACE HOA
FIRSTSERVICE RESIDENTIAL
PO BOX 54088
LOS ANGELES, CA 90054-0288

60063798469000330120300072005

NUMBER 7 ACCOUNT NUMBER SOTED0003301203
DOWEN LOAN SERVING LLC
Check payable to: SOUTHERN TERRACE HOA

AMOUNT DUE \$72.00
PAY THIS AMOUNT

DUE DATE Jul 1, 2015
IF RECEIVED AFTER Jul 30, 2015

Please see your account online @ <http://www.noradaforrent.com/authenticate>

SOUTHERN TERRACE HOA
FIRSTSERVICE RESIDENTIAL
PO BOX 54089
LOS ANGELES, CA 90054-0089

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Date Paid

NUMBER	ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
8	SOTF0003301203	AUG 1, 2015	\$72.00
POWER LOAN SERVICING LLC		IF RECEIVED AFTER	PAY THE AMOUNT
Check payable to: SOUTHERN TERRACE HOA		AUG 30, 2015	\$82.00

Please see your account online @ <http://www.realtyconnection.com/southernterrace>

CHUBBIE HILL
SOUTHERN TERRACE HOA
FIRST SERVICE RESIDENTIAL
PO BOX 54089
LOS ANGELES, CA 90054-0089

80083798469000330120300072005

NUMBER	ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
9	SOTE000301203	Sep 1, 2015	\$72.00
POWER LOAN SERVICES LLC		RECEIVED AFTER	PAY THIS AMOUNT
Check payable to: SOUTHERN TERRACE HOA		Sep 30, 2015	\$82.00

Please see your account online @ <http://www.southterracehoa.com/southterrace>

SOUTHERN TERRACE HOA
 FIRSTSERVICE RESIDENTIAL
 PO BOX 54089
 LOS ANGELES, CA 90054-0089

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Date Rec. _____ Cx # _____

NUMBER	ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
11	SOTF0003301203	NOV 1, 2015	\$72.00
POWER LOAN SERVICES LLC		IF RECEIVED AFTER	PAY THIS ACCOUNT
Check payable to: SOUTHERN TERRACE FICA		Nov 30, 2015	\$82.00

Please see your account online @ <http://www.newada.fincanonei.com/southernusmcc>

8008379546 9000330%2030072005

NUMBER	ACCOUNT NUMBER	DUE DATE	AMOUNT DUE
12	SOTEN003301203	Dec 1, 2015	\$72.00
OCWEN LOAN SERVING LLC			
Check payable to: SOUTHERN TERRACE HOA		IF RECEIVED AFTER	PAY THIS AMOUNT
		Dec 30, 2015	\$82.00

Please see your account online @ <http://www.nevadafirstcredit.com/southterrace>

SOUTHERN TERRACE HOA
 FIRSTSERVICE RESIDENTIAL
 PO BOX 54009
 LOS ANGELES, CA 90054-0099

60083792469000330120300072005

CHANGE OF ADDRESS NOTICE - Southern Terrace HOA

To: FIRSTSERVICE RESIDENTIAL
8250 ARVILLE ST
LAS VEGAS, NV 89139

From: OWEN LOAN SERVICING LLC
110 VIRGINIA DR
FORT WASHINGTON, PA 19034 USA

Re: SOTE0003301203

**If Your
Address
Changes**

Please complete this
form immediately and
return it to us at the
address above.

New Apt./Unit/Suite # _____
New Street or PO Box _____
New City/State/ZIP _____
Phone # - Home (_____) _____ Work (_____) _____
Email Address _____

PAYMENT
COUPON
BOOK



November 27, 2013

Cooper Castle Law Firm, LLP.
5275 S. Durango Drive
Las Vegas, NV 89113

CERTIFIED MAIL
RETURN RECEIPT and
Facsimile (702) 435-4181

Attention: Foreclosure Department

Re: Residence location: 5946 Lingering Breeze Street
Las Vegas, Nevada 89148

Dear Sir/Madame:

I am counsel for First 100, LLC., with respect to the above-referenced property, which First 100, LLC now owns. By cover of this letter, I am providing to you a copy of our Foreclosure Deed Upon Sale recorded May 29, 2013.

By way of background, First 100, LLC, was the successful Buyer in a Purchase and Sale Agreement with Southern Terrace Homeowners' Association.

It is our position (respectfully) that our Deed of Sale extinguished any and all other junior encumbrances inclusive of your client's Trust Deed which is by law junior to our foreclosed upon HOA super priority lien secured to this property.

In other words, because the nine months super priority lien has priority over any other security or encumbrance, such as trust deeds including the first or purchase money trust deed – similar to tax liens and other statutorily created liens for which such priority is given – your client's trust deed or secured interest in the property has been, and is now, extinguished.

Therefore, proceeding to foreclose on your client's Trust Deed or secured interest in this property would constitute (*inter alia*) a wrongful foreclosure as well as slander of my client's title in and to said property. As we are in receipt of your Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust scheduling this foreclosure, we respectfully request that you confirm cancellation of this foreclosure sale for the reasons set forth in this letter and, further, your client's provision and recordation of a lien release to be recorded and provided to our office immediately in order that we may avoid the need for judicial intervention.

Corporate Headquarters
11920 Southern Highlands Parkway, Suite 200
Las Vegas, Nevada 89145
O: 702.823.3600 | F: 702.724.9781

OCW0055

OCW28

AA3198

c/o Cooper Castle Law Firm, LLP.
November 27, 2013
Page 2.

In the event you refuse this demand and proceed with foreclosure on the property, we may file an action for slander of title and, further, to quiet title to the property, as well as for

injunctive relief and wrongful foreclosure against the lender, the trustee and any third party buyer at any such foreclosure sale wrongfully conducted on an extinguished lien. Even if we are not successful in obtaining injunctive relief, we may nonetheless pursue your client, the loan servicer, the trustee and any third party buyer who obtains a claim to our property from a wrongfully conducted sale on an extinguished lien, i.e., on claims related to wrongful foreclosure.

We are, of course, willing to discuss this matter with you any time you wish and, to that end, this letter is sent to you. For these reasons, I look forward to hearing from you to discuss this matter. If not, govern yourselves accordingly under Nevada law.

Very truly yours,



Erika Twesme, Esq.

EAT:cb

Enclosure

Corporate Headquarters
Tivoli Village at Queensridge
410 South Rampart Boulevard, Suite 450
Las Vegas, Nevada 89145
O: 702.823.3600 | F: 702.724.9761

OCW0056

OCW29

AA3199

1 WRIGHT, FINLAY & ZAK, LLP
2 Dana Jonathon Nitz, Esq.
3 Nevada Bar No. 0050
4 Chelsea A. Crowton, Esq.
5 Nevada Bar No. 11547
6 7785 W. Sahara Ave., Suite 200
7 Las Vegas, Nevada 89117
8 (702) 475-7964; Fax: (702) 946-1345
9 dnitz@wrightlegal.net
10 ccrowton@wrightlegal.net
11 *Attorneys for Plaintiff, Ocwen Loan Servicing, LLC*

8 U.S. DISTRICT COURT
9 DISTRICT OF NEVADA

10 OCWEN LOAN SERVICING, LLC, a Florida
11 Company,

12 Plaintiff,

13 vs.

14 BFP INVESTMENTS 5, LLC, a Nevada
15 Limited Liability Company,

16 Defendant.
17

Case No.:

OCWEN LOAN SERVICING, LLC'S
COMPLAINT FOR QUIET TITLE, AND
DECLARATORY RELIEF

18 COMES NOW Plaintiff, Ocwen Loan Servicing, LLC (hereinafter "Ocwen" or
19 "Plaintiff"), by and through their attorneys of record, Dana Jonathon Nitz, Esq. and Chelsea A.
20 Crowton, Esq., of the law firm of Wright, Finlay & Zak, LLP, and hereby files this action against
21 the Defendant.

22 **PARTIES, JURISDICTION AND VENUE**

23 1. The real property which is the subject of this civil action consists of a residence
24 commonly known as 8223 Oasis Bloom Street, North Las Vegas, Nevada 89085, APN 124-07-
25 312-032 (hereinafter "Property").

26 2. Ocwen is a Florida limited liability company, with its principal place of business
27 located in Atlanta, Georgia.

28 3. Ocwen is now and at all times relevant herein the assigned Beneficiary under the

1 Deed of Trust signed by Sherreth Y. Jones, an unmarried woman (hereinafter "Jones"), recorded
2 on February 13, 2009 (hereinafter "Deed of Trust"), which encumbers the Property and secures a
3 promissory note.

4 4. Upon information and belief, Defendant, BFP Investments 5, LLC (hereinafter
5 "BFP" and "Buyer"), is a Nevada limited liability company and claims it is the current titleholder
6 of the Property.

7 5. This action is within the jurisdictional limits of this Court and this venue is
8 appropriate because the Property involved is located within the jurisdiction of this Court.
9 Plaintiff is also authorized to bring this action in the State of Nevada by NRS 40.430.

10 6. The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C.
11 § 1332, as Plaintiff is "citizens of different States" from all defendants and the amount in
12 controversy exceeds \$75,000, exclusive of interest and costs.

13 7. The Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1331
14 because the claims asserted arise under the laws of the United States.

15 8. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(1)-(2)
16 because Defendants reside in this district; a substantial part of the events or omissions giving rise
17 to these claims occurred in this district; and the property that is the subject of this action is
18 situated in this district.

19 9. The Court has personal jurisdiction over HOA Buyer because this lawsuit arises
20 out of and is connected with the purposeful purchase of an interest in real property situated in
21 Nevada and, upon information and belief, BFP is a Nevada Limited Liability Company.

22 **FACTUAL BACKGROUND**

23 ***Ocwen's Interest in the Property.***

24 1. On or about September 27, 2008, Sherreth Jones (hereinafter "Jones") purchased
25 the Property.¹ The Property is legally described as follows:

26 **"SEE EXHIBIT A" attached to Exhibit 1 of the Complaint.**

27 ¹ A true and correct copy of the GBS Deed recorded in the Clark County Recorder's Office as
28 Book and Instrument Number 20081006-0001238 is attached to the Plaintiff's Complaint as
Exhibit 1. All other recordings hereafter are recorded in the same manner and method.

1 2. The Deed of Trust executed by Jones identified Stone Water Mortgage
2 Corporation as the Lender, Mortgage Electronic Registration Systems, Inc. ("MERS") as
3 beneficiary, acting solely as nominee for Lender and Lender's successors and assigns, First
4 American Title Insurance as the Trustee, and secured a loan in the amount of \$215,381
5 (hereinafter the "Jones Loan").²

6 3. On November 7, 2013, an Assignment of Deed of Trust was recorded, whereby
7 all beneficial interest in the 2009 Note and Deed of Trust to Ocwen.³

8 4. Jones is an FHA Loan.

9 *The HOA Foreclosure and BFP Alleged Acquisition of the Property.*

10 5. On December 13, 2013, a Notice of Delinquent Assessment Lien was recorded
11 against the Property.⁴

12 6. On February 26, 2014, a Notice of Default and Election to Sell under
13 Homeowners Association Lien was recorded against the Property.⁵

14 7. On August 15, 2014, a Notice of Foreclosure Sale was recorded against the
15 Property by HOA Trustee.⁶

16 8. Upon information and belief, pursuant to that Notice of Sale, a non-judicial
17 foreclosure sale occurred on September 5, 2014 (hereinafter the "HOA Sale"), whereby BFP
18 acquired its interest in the Property, if any, for \$45,100.

19 9. On September 8, 2014, a Foreclosure Deed was recorded by which Buyer claims
20 its interest.⁷

21
22 ² A true and correct copy of the Deed of Trust recorded as Book and Instrument Number
20090213-0004701 is attached to Plaintiff's Complaint as **Exhibit 2**.

23 ³ A true and correct copy of the Assignment recorded as Book and Instrument Number
20131107-0000070 is attached to Plaintiff's Complaint as **Exhibit 3**.

24 ⁴ A true and correct copy of the Notice of Lien (HOA) recorded as Book and Instrument Number
20131213-0002572 is attached to Plaintiff's Complaint as **Exhibit 4**.

25 ⁵ A true and correct copy of the Notice of Default (HOA) recorded as Book and Instrument
26 Number 20140226-0001260 is attached to Plaintiff's Complaint as **Exhibit 5**.

27 ⁶ A true and correct copy of the Notice of Sale (HOA) recorded as Book and Instrument Number
20140815-0001825 is attached to Plaintiff's Complaint as **Exhibit 6**.

28 ⁷ A true and correct copy of the Foreclosure Deed recorded as Book and Instrument Number
20140908-0001566 is attached to Plaintiff's Complaint as **Exhibit 7**.

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

10. The HOA Sale did not comply with NRS 116.3102 et seq. because none of the aforementioned notices identified above identified what portion of the claimed lien were for alleged late fees, interest, fines/violations, or collection fees/costs.

11. The above-stated Notice of Default did not “describe the deficiency in payment” in violation of NRS 116 et seq.

12. None of the aforementioned notices identified above specified what portion of the lien, if any, that the HOA claimed constituted a “super-priority” lien, specified whether the HOA was foreclosing on the “super-priority” portion of its lien, if any, or under the non-super-priority portion of the lien, or provided any notice of a right to cure by Plaintiff.

13. Upon information and belief, the HOA and its foreclosure trustee, did not comply with all mailing and noticing requirements stated in NRS 116.31162 through NRS 116.31168.

14. The HOA Sale was an invalid sale and could not have extinguished Plaintiff’s secured interest because of above-stated defects in the notices given to Plaintiff, or its predecessors, agents, servicers or trustees, if any.

15. The HOA Sale is unlawful and void because the “opt-in” provision in NRS 116.3116 does not satisfy Constitutional Due Process safeguards under the 5th and 14th Amendment to the United States Constitution, nor Clause 1, Section 8, of the Nevada Constitution, so that the statute is unconstitutional on its face.

16. NRS Chapter 116 is unconstitutional on its face and the HOA Sale is unlawful and void because the “opt-in” provision in NRS 116.3116 does not satisfy Constitutional Due Process safeguards under the 14th Amendment to the United States Constitution, nor Clause 1, Section 8, of the Nevada Constitution.

17. NRS Chapter 116 is unconstitutional on its face and the HOA Sale is unlawful and void because the statutory scheme set forth in NRS 116.3116 et seq. constitutes a regulatory taking of private property without adequate compensation.

18. NRS Chapter 116 is unconstitutional on its face as it lacks any express requirement for an HOA or its agents to provide notice of a foreclosure to the holder of a first

1 deed of trust or mortgage.

2 **19.** NRS Chapter 116 is unconstitutional on its face as it lacks any express
3 requirement for an HOA or its agents to provide notice of the super-priority amount, if any, to
4 the holder of a first deed of trust or mortgage or to accept tender of the super-priority amount or
5 any amount from the holder.

6 **20.** NRS Chapter 116 is unconstitutional on its face due to vagueness and ambiguity.

7 **21.** A homeowner's association sale must be done in a commercially reasonable
8 manner.

9 **22.** Upon information and belief, at the time of the HOA Sale, the fair market value of
10 the Property exceeded \$184,000.

11 **23.** The amount paid at the HOA Sale allegedly totaled \$45,100.

12 **24.** The HOA Sale is commercially unreasonable under NRS 116.1113 based on the
13 above statements, the circumstances of the HOA Sale, and based on the sales price compared to
14 the faire market value of the Property.

15 **25.** The CC&Rs contained a Mortgagee Protection Clause, and because Plaintiff, its
16 agents, loan servicers, and/or predecessors in interest were not given proper notice that the HOA
17 intended to foreclose on the super-priority portion of the dues owing, Plaintiff was not on notice
18 that it had to attend the HOA Sale to protect its security interest.

19 **26.** Pursuant to NRS 116.31162(1) an association may only proceed with foreclosure
20 under NRS 116.31162 – 116.31168 if the declaration or CC&RS so provide.

21 **27.** The CC&Rs contain a Mortgage Protection Clause.

22 **28.** The CC&Rs and the Mortgage Protection Clause therefore prohibit the HOA from
23 foreclosing on a unit where the mortgage or deed of trust would be eliminated.

24 **29.** Upon information belief, Buyer is in the business of buying and selling real estate
25 and/or is otherwise a professional property purchaser, and either knew or should have known of
26 defects with the HOA Sale based on the sales price.

30. Upon information and belief, Buyer had actual, constructive and/or inquiry notice of the First Deed of Trust and the CC&Rs including the Mortgage Protection Clause, and further had no notice of any claimed super-priority lien or the amounts therein.

31. Upon information and belief, Buyer knew or should have known that it would not be able to obtain insurable title to the Property as a result of the HOA Sale.

32. As a direct and proximate result of the foregoing, Buyer is not entitled to bona fide purchaser protection.

FIRST CAUSE OF ACTION

(Quiet Title/Declaratory Relief versus Buyer)

33. Plaintiff incorporates and re-alleges all previous paragraphs, as if fully set forth herein.

34. Pursuant to 28 U.S.C. § 2201, NRS 30.010 et seq. and NRS 40.010, this Court has the power and authority to declare Plaintiff's rights and interests in the Property and to resolve Defendants' adverse claims in the Property.

35. Further, pursuant to NRS 30.010 et seq., this Court has the power and authority to declare the rights and interest of the parties following the acts and omissions of the HOA and HOA Trustee in foreclosing the Property.

36. Plaintiff's Deed of Trust is a first secured interest on the Property as intended by NRS 116.3116(2)(b).

37. As the owner of an interest in the Deed of Trust and owner of the Note relating to the Jones Loan, Plaintiff's interest still encumbers the Property and retains its first position status in the chain of title and is superior to the interest, if any, acquired by Buyer, or held or claimed by any other party.

38. Upon information and belief, BFP claims an interest in the Property through a Foreclosure Deed recorded in the Clark County Recorder's Office as Book and Instrument Number 20140908-0001566 that is adverse to the Plaintiff's interest.

39. Upon information and belief, the Jones Loan is a Federal Housing Administration ("FHA") insured loan.

1 **40.** Title or a mortgage interest in real property held by a federal agency is a federal
2 property that is protected by the U.S. Constitution.

3 **41.** The Property Clause of the U.S. Constitution applies and prevents Plaintiff's
4 interest through its Deed of Trust from being divested by the HOA Sale.

5 **42.** The Supremacy Clause of the U.S. Constitution applies and prevents Plaintiff's
6 interest through its Deed of Trust from being divested by the HOA Sale.

7 **43.** Applying NRS Chapter 116 or other state law in a manner that extinguishes
8 Plaintiff's Deed of Trust would violate the Property and Supremacy Clauses of the United States
9 Constitution.

10 **44.** Since the Jones Loan is an FHA loan, it is a federally protected property interest
11 that cannot be divested by the actions of the Nevada Legislature through NRS Chapter 116.

12 **45.** The HOA Sale is in invalid sale and could not have extinguished Ocwen's
13 secured interest for the reasons set forth above in the Factual Background.

14 **46.** Based on the adverse claims being asserted by the parties, Plaintiff is entitled to a
15 judicial determination regarding the rights and interests of the respective parties to the case.

16 **47.** For all the reasons set forth above and in the Factual Background, Plaintiff is
17 entitled to a determination from this Court, pursuant to 28 U.S.C. § 2201, NRS 30.010 et seq.
18 and NRS 40.010, the HOA Sale is unlawful and void under NRS 116.3102 et seq.

19 **48.** Plaintiff is entitled to a determination from this Court, pursuant to 28 U.S.C. §
20 2201, NRS 30.010 et seq. and NRS 40.010, that Plaintiff is the beneficiary of a first position
21 Deed of Trust which still encumbers the Property and is superior to the interest held by Buyer
22 and all other parties, if any.

23 **49.** In the alternative, for all the reasons set forth above and in the Factual
24 Background, Plaintiff is entitled to a determination from this Court, pursuant to NRS 40.010, that
25 the HOA Sale was unlawful and void.

26 **50.** Plaintiff has furthermore been required to retain counsel and is entitled to recover
27 reasonable attorney's fees for having brought the underlying action.
28

SECOND CAUSE OF ACTION

(Permanent Injunction versus Buyer)

51. Plaintiff incorporates and re-alleges all previous paragraphs, as if fully set forth herein.

52. As set forth above, Defendants may claim an ownership interest in the Property that is adverse to Plaintiff.

53. Any sale, transfer or encumbrance of the Property, prior to a judicial determination concerning the respective rights and interests of the parties to the case, would be invalid because Plaintiff's Deed of Trust still encumbers the Property in first position and was not extinguished by the HOA Sale.

54. Plaintiff have a reasonable probability of success on the merits of the Complaint, for which compensatory damages will not compensate Plaintiff for the irreparable harm of the loss of title to a bona fide purchaser or loss of the first position priority status secured by the Property.

55. Plaintiff has no adequate remedy at law due to the uniqueness of the Property involved in the case.

56. Plaintiff is entitled to a permanent injunction prohibiting Defendants from conducting any sale, transfer or encumbrance of the Property if it is claimed to be superior to Plaintiff's Deed of Trust or not subject to that Deed of Trust.

57. Plaintiff is entitled to a permanent injunction requiring Buyer to pay all taxes, insurance and homeowner's association dues during the pendency of this action.

58. Plaintiff has been required to retain counsel to prosecute this action and is entitled to recover reasonable attorney's fees to prosecute this action.

PRAYER

Wherefore, Ocwen prays for judgment against the Defendants, jointly and severally, as follows:

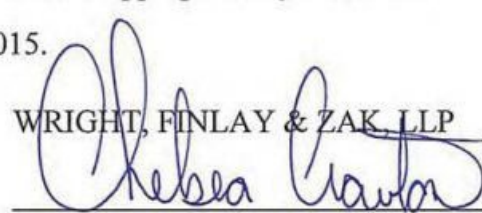
1. For a declaration and determination that Ocwen's interest is secured against the Property, and that Ocwen's first Deed of Trust was not extinguished by the HOA

1 Sale;

- 2 2. For a declaration and determination that Ocwen's interest is superior to the
3 interest of Buyer and all other Defendants;
- 4 3. For a declaration and determination that the HOA Sale was invalid to the extent it
5 purports to convey the Property free and clear to Buyer;
- 6 4. In the alternative, for a declaration and determination that the HOA Sale was
7 invalid and conveyed no legitimate interest to Buyer;
- 8 5. For a permanent injunction that Buyer, its successors, assigns, and agents are
9 prohibited from conducting a sale, transfer or encumbrance of the Property;
- 10 6. For a permanent injunction that Buyer, its successors, assigns, and agents pay all
11 taxes, insurance, and homeowner's association dues during the pendency of this
12 action.
- 13 7. If it is determined that Ocwen's Deed of Trust has been extinguished by the HOA
14 Sale, for special damages in the amount of the fair market value of the Property or
15 the unpaid balance of the Jones Loan and Deed of Trust, at the time of the HOA
16 Sale, whichever is greater;
- 17 8. For general and special damages;
- 18 9. For attorney's fees;
- 19 10. For costs incurred herein, including post-judgment costs;
- 20 11. For any and all further relief deemed appropriate by this Court.

21 DATED this 3rd day of August, 2015.

22 WRIGHT, FINLAY & ZAK, LLP

23 

24 Dana Jonathon Nitz, Esq.

25 Nevada Bar No. 0050

26 Chelsea A. Crowton, Esq.

27 Nevada Bar No. 11547

28 7785 W. Sahara Ave., Suite 200

Las Vegas, Nevada 89117

Attorneys for Plaintiff, Ocwen Loan Servicing, LLC

Exhibit 1

Exhibit 1

Exhibit 1

RECORDING REQUESTED BY:
LSI Title Company
Order No. K852349
Escrow No. 3562CG
Parcel No.

AND WHEN RECORDED MAIL TO:
AND MAIL TAX STATEMENT TO:
SHERRETH Y. JONES
8223 OASIS BLOOM STREET
NORTH LAS VEGAS, NV 89085

20081006-0001238

Fee: \$15.00 RPTT: \$1,096.50
N/C Fee: \$0.00

10/06/2008 10:20:47
T20080234989

Requestor:
TITLE COURT SERVICE INC

Debbie Conway JLB
Clark County Recorder Pgs: 3

124-07-312-032

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS \$1,096.50 and CITY S

- ☒ computed on full value of property conveyed, or
☐ computed on full value less liens or encumbrances remaining at the time of sale.
☐ unincorporated area: ☒ City of North Las Vegas, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Federal Home Loan Mortgage Corporation

hereby GRANT(S) to Sherreth Y. Jones, an Unmarried Woman

the following described real property in the County of Clark, State of California:
Legal description attached hereto and made a part hereof as Exhibit "A"

Date September 27, 2008

Federal Home Loan Mortgage Corporation
By: Malcolm & Cisneros as attorney in fact

By: Nivin T Youssef, its Assistant Secretary

STATE OF CALIFORNIA

COUNTY OF Orange

} S.S.

On September 27, 2008, before me, Audrey J. Bryan
a notary public in and for said State, personally appeared NIVIN T. YOUSSEF who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature Audrey J. Bryan (Seal)

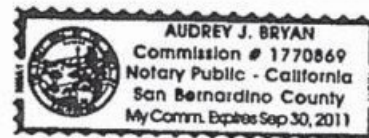


EXHIBIT "ONE"

LEGAL DESCRIPTION

PARCEL I:

LOT TWO HUNDRED THIRTY-NINE (239) OF FINAL MAP OF GRANT TETON/VALLEY NW 80 PUD-45 NO. 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 123 OF PLATS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

A NON-EXCLUSIVE EASEMENT OF INGRESS AND EGRESS AND OF USE IN, TO AND OVER THE COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, PRIVATE STREETS AND COMMON ELEMENTS AS SET FORTH AND SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR PRESCOTT PARK, RECORDED JULY 11, 2005 IN BOOK 20050711 AS DOCUMENT NO. 01368, OFFICIAL RECORDS.

STATE OF NEVADA

DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)

a. 124-07-312-032
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Townhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
i. ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. a. Total Value/Sales Price of Property

\$ 215,000.00

b. Deed in Lieu of Foreclosure Only (value of property)

() _____

c. Transfer Tax Value:

\$ 215,000.00

d. Real Property Transfer Tax Due

\$ 1096.50

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: [Signature]

Capacity: as agent

Signature: [Signature]

Capacity: as agent

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: F.H.L.M.C.
Address: 4600 Sierra Madreville
City: Las Vegas
State: CA Zip: 91107

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Sherreth Y. Jones
Address: 8223 Oasis Bloom St.
City: North Las Vegas
State: NV Zip: 8905

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: CINDY GUTIERREZ Escrow #: 356006
Address: 30 Corporate Park #310
City: IRVINE State: CA Zip: 92606

AS A PUBLIC, Title Court Service
2800 W Sahara Ste 2G
Las Vegas, NV 89102

OFIEMED

[Signature]

1237

Exhibit 2

Exhibit 2

Exhibit 2



20090213-0004701

Assessor's Parcel Number:

124-07-312-032

After Recording Return To:
STONEWATER MORTGAGE CORPORATION ATTN:
KARLA WIDMER
603 NORTH WILMOT ROAD
TUCSON, ARIZONA 85711

Fee: \$22.00 RPTT: \$0.00
 N/C Fee: \$0.00
 02/13/2009 16:11:56
 T20090051410
 Requestor:
 FIRST AMERICAN TITLE PASEO V
 Debbie Conway JLB
 Clark County Recorder Pgs: 9

Until Further Notice, Send All Tax Statements To:
SHERRETH Y. JONES
8223 OASIS BLOOM STREET
NORTH LAS VEGAS, NEVADA 89085

[Space Above This Line For Recording Data]

Loan Number 6052918843
 MIN 100731460529188435
 FHA Case No.

DEED OF TRUST

332-4800218-703

THIS DEED OF TRUST ("Security Instrument") is made on **FEBRUARY 06, 2009**. The grantor is **SHERRETH Y. JONES, AN UNMARRIED WOMAN** ("Borrower"). The trustee is **FIRST AMERICAN TITLE INSURANCE 2490 PASEO VERDE PKWY, #100 HENDERSON NV 89074** ("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. **STONEWATER MORTGAGE CORPORATION**, ("Lender") is organized and existing under the laws of **DELAWARE**, and whose address is **603 NORTH WILMOT ROAD, TUCSON, ARIZONA 85711**. Borrower owes Lender the principal sum of **TWO HUNDRED FIFTEEN THOUSAND THREE HUNDRED EIGHTY-ONE AND 00/100THS Dollars (U.S. \$215,381.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MARCH 01, 2039**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in **CLARK County, Nevada**:


LEGAL DESCRIPTION ATTACHED HERETO AND MADE PART HEREOF

which has the address of **8223 OASIS BLOOM STREET**, **NORTH LAS VEGAS**,
[Street] [City]
 Nevada **89085** ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the

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Borrower Initials 
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"Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance, and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under Paragraphs 1 and 2 shall be applied by Lender as follows: First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

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Borrower Initials

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4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.


5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

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Borrower Initials 
 FHA Nevada Deed of Trust
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If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

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Borrower Initials

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10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances

GMD32000029 (0608)

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Borrower Initials

FHA Nevada Deed of Trust

© 2009 Guardian Mortgage Documents

affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by applicable law to Borrower and to the persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided

GMD32000029 (0608)

Page 6 of 8

Borrower Initials

FILA Nevada Deed of Trust
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in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$_____.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- ☐ Condominium Rider ☐ Growing Equity Rider ☐ Adjustable Rate Rider
☐ Planned Unit Development Rider ☐ Graduated Payment Rider ☐ Non-Owner Occupied Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Witness - _____

Witness - _____

Borrower - SHERRETH Y. JONES

(Seal)

GMD32000029 (0608)

Page 7 of 8

Borrower Initials

FHA Nevada Deed of Trust
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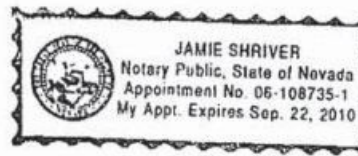
State of NEVADA
County of Clark

This instrument was acknowledged before me on February 6th,
2009 by SHERRETH Y. JONES.

(Seal, if any)

My commission expires: 9/22/2010

Jamie Shriver
(Signature of notarial officer)
Notary Public
(Title and rank (optional))



GMD32000029 (0608)

Page 8 of 8

Borrower Initials JS
FHA Nevada Deed of Trust
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EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Clark, State of Nevada and is described as follows:

PARCEL I:

LOT TWO HUNDRED THIRTY-NINE (239) OF FINAL MAP OF GRANT TETON/VALLEY NW 80 PUD-45 NO. 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 123 OF PLATS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPT ALL OIL, ASPHALTUM, PETROLEUM, NATURAL GAS AND OTHER HYDROCARBONS AND ANY OTHER VALUABLE MINERAL SUBSTANCES AND PRODUCTS, AND ALL OTHER MINERALS, WHETHER OR NOT OF THE SAME CHARACTER HEREINBEFORE GENERALLY DESCRIBED, IN OR UNDER SAID LAND AND LYING AND BEING AT A VERTICAL DEPTH OF 500 OR MORE FEET BELOW THE PRESENT NATURAL SURFACE OF THE GROUND, BUT WITHOUT RIGHT OF ENTRY ON THE SURFACE OR WITHIN A VERTICAL DEPTH OF 500 FEET BELOW THE PRESENT NATURAL SURFACE OF THE GROUND.

PARCEL II:

A NON-EXCLUSIVE EASEMENT OF INGRESS AND EGRESS AND OF USE IN, TO AND OVER THE COMMON ELEMENTS, INCLUDING, BUT NOT LIMITED TO, PRIVATE STREETS AND COMMON ELEMENTS AS SET FORTH AND SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR PRESCOTT PARK, RECORDED JULY 11, 2005 IN BOOK 20050711 AS DOCUMENT NO. 01368, OFFICIAL RECORDS.

Exhibit 3

Exhibit 3

Exhibit 3

APN: 124-07-312-032

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

Prepared By:
Kia Vang
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

Inst #: 201311070000070
Fees: \$17.00
N/C Fee: \$25.00
11/07/2013 08:00:22 AM
Receipt #: 1834950
Requestor:
INDECOMM GLOBAL SERVICES
Recorded By: ANI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assignment of Deed of Trust

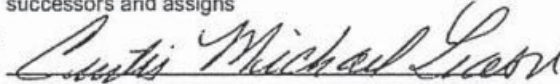
Dated: November 4, 2013

MIN: 100731460529188435
MERS Phone: 888-679-6377

79102926
For value received Mortgage Electronic Registration Systems, Inc., as nominee for Stonewater Mortgage Corporation, its successors and assigns the undersigned hereby grants, assigns and transfers to Ocwen Loan Servicing, LLC all beneficial interest under a certain Deed of Trust dated February 6, 2009 executed by SHERRETH Y JONES and recorded in Book XX on Page(s) XX as Document Number 20090213-0004701 on February 13, 2009 of real estate records for the County of Clark, Nevada.

Mortgage Electronic Registration Systems, Inc., as
nominee for Stonewater Mortgage Corporation, its
successors and assigns

By:



Curtis Michael Leason,
Assistant Secretary

STATE OF Minnesota)

COUNTY Ramsey) SS



U04374664

On November 4, 2013 before me, Mary Xiong, Notary Public in and for said State personally appeared Curtis Michael Leason, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal.

Mary Xiong, Notary Public
My Commission expires: January 31, 2016

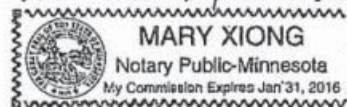


Exhibit 4

Exhibit 4

Exhibit 4

AA3225

Inst #: 201312130002572
Fees: \$17.00
N/C Fee: \$0.00
12/13/2013 01:35:32 PM
Receipt #: 1872288
Requestor:
TITLE SOLUTIONS, INC.
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN # 124-07-312-032
N72921

NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on May 27, 2008, as instrument number 0004260 Book 20080527, of the official records of Clark County, Nevada, the Prescott Park has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 8223 Oasis Bloom Street North Las Vegas, NV 89085 particularly legally described as: GRAND TETON VALLEY N W 80 PUD-45 #2, PLAT BOOK 123, PAGE 68, LOT 239 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):
Sherreth Y Jones

Mailing address(es):
8223 Oasis Bloom Street North Las Vegas, NV 89085

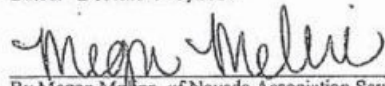
*Total amount due as of today's date is \$1,059.98.

This amount includes late fees, collection fees and interest in the amount of \$1,104.50

* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, any other permissible charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: December 13, 2013


By Megan Medina, of Nevada Association Services, Inc., as agent for Prescott Park

When Recorded Mail To:
Nevada Association Services
TS # N72921
6224 W. Desert Inn Rd, Suite A
Las Vegas, NV 89146
Phone: (702) 804-8885 Toll Free: (888) 627-5544

Exhibit 5

Exhibit 5

Exhibit 5

AA3227

APN # 124-07-312-032
 NAS # N72921
 Title Solutions, Inc. #
 Property Address: 8223 Oasis Bloom Street

732749

Inst #: 201402260001260
 Fees: \$18.00
 N/C Fee: \$0.00
 02/26/2014 11:23:02 AM
 Receipt #: 1944116
 Requestor:
 TITLE SOLUTIONS, INC.
 Recorded By: ANI Pgs: 2
 DEBBIE CONWAY
 CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER
 HOMEOWNERS ASSOCIATION LIEN**

IMPORTANT NOTICE

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS
 NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT
 IS IN DISPUTE!**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION and you may have the legal right to bring your account in good standing by paying all your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice of default was mailed to you. The date this document was mailed to you appears on this notice.

This amount is \$2,021.62 as of February 25, 2014 and will increase until your account becomes current.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property or pay other obligations as required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions, Prescott Park (the Association) may insist that you do so in order to reinstate your account in good standing. In addition, the Association may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard insurance premiums.

Upon your request, this office will mail you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Association may mutually agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure the default by transfer of the property or otherwise; 2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your Association permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your Association.

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of Prescott Park, 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146. The phone number is (702) 804-8885 or toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of assessment on your property.

NAS # N72921

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT
TAKE PROMPT ACTION.
NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION
SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Sherreth Y Jones, dated December 13, 2013, and recorded on December 13, 2013 as instrument number 0002572 Book 20131213 in the official records of Clark County, Nevada, executed by Prescott Park, and as amended, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on May 27, 2008, as instrument number 0004260 Book 20080527, as security has occurred in that the payments have not been made of homeowner's assessments due from 6/1/2012 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

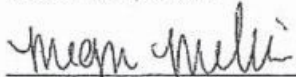
That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Associations Services, Inc., whose address is 6224 W. Desert Inn Road, Suite A, Las Vegas, NV 89146 is authorized by the association to enforce the lien by sale.

Legal Description: GRAND TETON VALLEY N W 80 PUD-45 #2, PLAT BOOK 123, PAGE 68, LOT 239 in the County of Clark

Dated: February 25, 2014



By: Megan Molina, of Nevada Association Services, Inc.
on behalf of Prescott Park

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146
(702) 804-8885
(888) 627-5544

Exhibit 6

Exhibit 6

Exhibit 6

RECORDING COVER PAGE
(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 124-07-312-032

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark,nv.us/assrrealprop/ownr.aspx>)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

Notice of Foreclosure Sale

Document Title on cover page must appear EXACTLY as the first page of the
document to be recorded.

RECORDING REQUESTED BY:

Nevada Association Services

RETURN TO: Name Nevada Association Services

Address 6224 W. Desert Inn Road

City/State/Zip Las Vegas, NV 89146

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly—do not use page scaling.

Inst #: 20140815-0001825

Fees: \$18.00

N/C Fee: \$0.00

08/15/2014 02:26:05 PM

Receipt #: 2122554

Requestor:

FIRST PRIORITY TITLE SERVIC

Recorded By: SOL Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN # 124-07-312-032
Prescott Park

NAS #N72921

NOTICE OF FORECLOSURE SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, December 13, 2013. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTICE IS HEREBY GIVEN THAT on 9/5/2014 at 10:00 am at the front entrance to the Nevada Association Services, Inc. 6224 West Desert Inn Road, Las Vegas, Nevada, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on May 27, 2008 as instrument number 0004260 Book 20080527 of official records of Clark County, and as amended, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on December 13, 2013 as document number 0002572 Book 20131213 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 8223 Oasis Bloom Street, North Las Vegas, NV 89085. Said property is legally described as: GRAND TETON VALLEY N W 80 PUD-45 #2, PLAT BOOK 123, PAGE 68, LOT 239, official records of Clark County, Nevada.

The owner(s) of said property as of the date of the recording of said lien is purported to be: Sherreth Y Jones

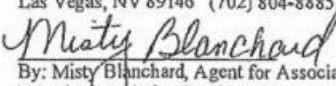
The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$2,995.02. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 2/26/2014 as instrument number 0001260 Book 20140226 in the official records of Clark County.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

August 14, 2014

Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146 (702) 804-8885, (888) 627-5544

When Recorded Mail To:
Nevada Association Services, Inc.
6224 W. Desert Inn Road, Suite A
Las Vegas, NV 89146


By: Misty Blanchard, Agent for Association and employee of
Nevada Association Services, Inc.

Inst #: 20140908-0001566
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$940.95 Ex: #
09/08/2014 12:57:00 PM
Receipt #: 2145356
Requestor:
FIRST PRIORITY TITLE SERVIC
Recorded By: LEX Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

Please mail tax statement and
when recorded mail to:
BFP Investments 5 LLC
3561 Lindell Road, #D338
Las Vegas, NV 89103

FORECLOSURE DEED

APN # 124-07-312-032

NAS # N72921

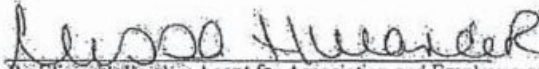
The undersigned declares:

Nevada Association Services, Inc., herein called agent (for the Prescott Park), was the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded December 13, 2013 as instrument number 0002572 Book 20131213, in Clark County. The previous owner as reflected on said lien is Sherreth Y Jones. Nevada Association Services, Inc. as agent for Prescott Park does hereby grant and convey, but without warranty expressed or implied to: BFP Investments 5 LLC (herein called grantee), pursuant to NRS 116.31162, 116.31163 and 116.31164, all its right, title and interest in and to that certain property legally described as: GRAND TETON VALLEY N W 80 PUD-45 #2, PLAT BOOK 123, PAGE 68, LOT 239 Clark County

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Prescott Park governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 2/26/2014 as instrument # 0001260 Book 20140226 which was recorded in the office of the recorder of said county. Nevada Association Services, Inc. has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Notice of Delinquent Assessment and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Prescott Park at public auction on 9/5/2014, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, became the purchaser of said property and paid therefore to said agent the amount bid \$45,100.00 in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Dated: September 5, 2014



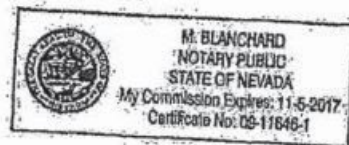
By Elissa Hollander, Agent for Association and Employee of Nevada Association Services

STATE OF NEVADA)
COUNTY OF CLARK)

On September 5, 2014, before me, M. Blanchard, personally appeared Elissa Hollander personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and seal.

(Seal)

(Signature)



M. Blanchard

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 124-07-312-032

b. _____

c. _____

d. _____

2. Type of Property:

- | | |
|--|---|
| a. <input type="checkbox"/> Vacant Land | b. <input checked="" type="checkbox"/> Single Fam. Res. |
| c. <input type="checkbox"/> Condo/Twnhse | d. <input type="checkbox"/> 2-4 Plex |
| e. <input type="checkbox"/> Apt. Bldg | f. <input type="checkbox"/> Comm'l/Ind'l |
| g. <input type="checkbox"/> Agricultural | h. <input type="checkbox"/> Mobile Home |
| i. <input type="checkbox"/> Other | |

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 45,100.00

b. Deed in Lieu of Foreclosure Only (value of property) _____

c. Transfer Tax Value:

\$ 184,074.00

d. Real Property Transfer Tax Due

\$ 940.95

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: NAS Employee/Agent for HOA

Signature _____ Capacity: _____

**SELLER (GRANTOR) INFORMATION
(REQUIRED)**Print Name: Nevada Association ServicesAddress: 6224 W. Desert Inn RoadCity: Las VegasState: NVZip: 89146**BUYER (GRANTEE) INFORMATION
(REQUIRED)**Print Name: BFP Investments 5 LLCAddress: 3561 Lindell Road, #D338City: Las VegasState: NVZip: 89103**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**Print Name: First Priority Title ServiceAddress: 2552 Walnut Ave., Ste. 220City: TustinEscrow # N/AState: CAZip: 92780

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

1 WRIGHT, FINLAY & ZAK, LLP
2 Dana Jonathon Nitz, Esq.
3 Nevada Bar No. 0050
4 Christina V. Miller, Esq.
5 Nevada Bar No. 12448
6 7785 W. Sahara Ave., Suite 200
7 Las Vegas, NV 89117
8 (702) 475-7964; Fax: (702) 946-1345
9 dnitz@wrightlegal.net
10 cmiller@wrightlegal.net

11 *Attorneys for Plaintiffs, Ocwen Loan Servicing, LLC*
12 *and Federal National Mortgage Association*

13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**

15 OCWEN LOAN SERVICING, LLC; and
16 FEDERAL NATIONAL MORTGAGE
17 ASSOCIATION,

18 Plaintiffs,

19 vs.

20 MARK DEWITT, an individual, OSCAR
21 MARTINEZ, an individual; and MIRIAM
22 MARTINEZ, an individual; DESERT INN
23 MOBILE FAMILY ESTATES OWNERS
24 ASSOCIATION, a Nevada non-profit
25 corporation; inclusive,

26 Defendants.

Case No.:

COMPLAINT

**EXEMPT FROM ARBITRATION:
ACTION FOR QUIET TITLE AND
DECLARATORY RELIEF**

27 COME NOW Plaintiffs, Ocwen Loan Servicing, LLC (“Ocwen”) and Federal National
28 Mortgage Association (“Fannie Mae”) (collectively referred to herein as “Plaintiffs”), by and
through their attorneys of record, Dana Jonathon Nitz, Esq., and Christina V. Miller, Esq., of the
law firm of Wright, Finlay & Zak, LLP, and hereby file this civil action as follows:

INTRODUCTION

1. This is an action for declaratory judgment and to quiet title. Plaintiffs seek a
declaratory judgment that a deed of trust continues to encumber the real property at 3499

1 Allegheny Drive, Las Vegas, NV 89122, despite a homeowner's association ("HOA")
2 foreclosure sale related to that property, for either or both of at least two reasons. *First*,
3 notwithstanding any contrary Nevada law, a federal statute prevents an HOA foreclosure sale
4 from extinguishing a lien owned by Fannie Mae while Fannie Mae is under the conservatorship
5 of the Federal Housing Finance Agency ("FHFA" or "Conservator"). *Second*, HOA foreclosure
6 sales completed prior to October 1, 2015 did not extinguish deeds of trust because the then-
7 operative state statute authorizing those sales was facially unconstitutional. Those grounds
8 support the quiet-title claim by which Plaintiffs seek to have the Deed of Trust's continued
9 validity recognized.

10 2. In July 2008, Congress passed the Housing and Economic Recovery Act of 2008
11 ("HERA"), Pub. L. No. 110-289, 122 Stat. 2654, *codified at* 12 U.S.C. § 4511 *et seq.* HERA
12 includes an array of broad privileges, immunities, and exemptions from otherwise applicable law
13 that facilitate the Conservator's exercise of its statutory powers. Here, 12 U.S.C. § 4617(j)(3)
14 mandates that while Fannie Mae and is in conservatorship, none of its property "shall be subject
15 to . . . foreclosure[] . . . without the consent of [FHFA]."

16 3. A Nevada statute provides HOAs with super-priority liens that HOAs may
17 foreclose to recover up to a certain number of months of delinquent HOA dues. Nev. Rev. Stat.
18 § 116.3116(2). The Nevada Supreme Court has held that a foreclosure authorized and properly
19 conducted under Nev. Rev. Stat. § 116.3116 can extinguish other interests in the underlying
20 property, including prior recorded deeds of trust. *SFR Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 334
21 P.3d 408 (Nev. 2014).

22 4. The Conservator has not consented to the extinguishment of Fannie Mae's interest
23 in any property that has been the subject of an HOA foreclosure sale.

24 5. Because Section 4617(j)(3) preempts Nev. Rev. Stat. § 116.3116, HOA
25 foreclosure sales did not extinguish the deed of trust encumbering the subject property, and,
26 therefore any interest the current owners, Oscar and Miriam Martinez, may have is subject to that
27 deed of trust. *See, e.g., Skylights LLC v. Byron*, 112 F. Supp. 3d 1145, 1152 (D. Nev. 2015)
28 ("[A] straightforward reading of the statutory language bars the HOA's foreclosure in this case

1 from extinguishing the Deed of Trust without FHFA's consent, regardless of the HOA lien's
 2 super-priority under state law."); *id.* at 1159 ("The Court finds that 12 U.S.C. § 4617(j)(3)
 3 preempts Nevada Revised Statutes § 116.3116 to the extent that a homeowner association's
 4 foreclosure of its super-priority lien cannot extinguish a property interest of Fannie Mae or
 5 Freddie Mac while those entities are under FHFA's conservatorship.").

6 6. Moreover, the HOA foreclosure sale did not extinguish the deed of trust because
 7 the state statute authorizing the sale was unconstitutional. Specifically, the U.S. Court of
 8 Appeals for the Ninth Circuit held that the notice provisions applicable to foreclosures under
 9 NRS 116.3116, as the statute existed before amendments that took effect October 1,
 10 2015, "facially violated mortgage lenders' constitutional due process rights." *Bourne Valley*
 11 *Court Trust v. Wells Fargo Bank, N.A.*, 832 F.3d 1154, 1160 (9th Cir. 2016). Because the statute
 12 underlying the HOA foreclosure sale here was unconstitutional, the HOA did not convey free-
 13 and-clear title to the buyer at the HOA Foreclosure Sale. Accordingly, Fannie Mae's deed of
 14 trust continues to encumber the property.

15 7. Pursuant to NRS 30.130, Plaintiffs have notified the Nevada Attorney General's
 16 Office of this constitutional challenge to NRS 116.3116, *et seq.*

17 **PARTIES**

18 8. Ocwen Loan Servicing, LLC, is a Delaware limited liability company with its
 19 principal place of business in the State of Florida and at all times relevant was doing business in
 20 the State of Nevada.

21 9. Fannie Mae is a government-sponsored enterprise chartered by Congress
 22 organized and existing under the laws of the United States with its principal office in
 23 Washington, D.C. Fannie Mae is deemed a citizen of the District of Columbia for jurisdictional
 24 purposes in civil cases. 12 U.S.C. § 1717(a)(2)(B). Pursuant to its statutory mission, Fannie
 25 Mae provides stability and liquidity to the United States housing and mortgage markets by
 26 establishing secondary mortgage market facilities for residential mortgages. *See* 12 U.S.C.
 27 § 1716.

28 10. Upon information and belief, Defendant Mark Dewitt ("Dewitt") is and was at all

1 times relevant hereto an individual residing in Clark County, Nevada.

2 11. Upon information and belief, Defendants Oscar and Miriam Martinez
3 (collectively referred to herein as “Martinez”) are and were at all times relevant hereto
4 individuals residing in Clark County, Nevada.

5 12. Upon information and belief, Defendant Desert Inn Mobile Family Estates
6 Owners Association (the “HOA”) is and was at all times relevant hereto a Nevada non-profit
7 corporation doing business in and with its principal place of business in Clark County, Nevada.
8 The HOA is a citizen of Nevada and no other state. (HOA is also collectively referred to herein
9 with DeWitt and Martinez as “Defendants”).

10 **JURISDICTION, AND VENUE**

11 12. This Court has subject matter jurisdiction over the matter pursuant to 28 U.S.C.
12 § 1331 because the claims asserted arise under the laws of the United States.

13 13. This Court has subject matter jurisdiction over the matter pursuant to 28 U.S.C.
14 § 1332 because Plaintiffs are citizens of different states from all Defendants and the amount in
15 controversy exceeds \$75,000, exclusive of interest and costs.

16 14. This Court has supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) over
17 Plaintiffs’ claims arising under the laws of the State of Nevada, because those claims are related
18 to Plaintiffs’ claims under federal law, form part of the same case or controversy, and are derived
19 from a common nucleus of operative facts.

20 15. Venue lies in the U.S. District Court for the District of Nevada pursuant to 28
21 U.S.C. § 1391, because Defendants are Nevada corporations and/or citizens, and a substantial
22 part of the events or omissions giving rise to the claims occurred in this District.

23 16. The Court has personal jurisdiction over Defendants because this lawsuit arises
24 out of and is connected with Defendants’ purposeful purchase of interests in property sited in
25 Nevada. Moreover, Defendants are Nevada corporations and/or citizens with their principal
26 place of business/residence in Las Vegas, Nevada.

27 17. This action concerns the parties’ rights to real property located at 3499
28 Allegheny Dr., Las Vegas, Nevada, 89122 APN 161-16-210-285 (the “Property”).

18. The amount in controversy exceeds \$75,000, including the value of the Property estimated at approximately \$90,000.00.

GENERAL ALLEGATIONS

A. The Property and the Loan

19. On or about March 7, 2001, Kirby T. Burbank ("Borrower") obtained title to the Property through a Grant, Bargain, Sale Deed, recorded against the Property on March 23, 2001.¹

20. The Property is subject to a Declaration of Covenants, Conditions, and Restrictions for the HOA.²

21. On or about March 23, 2001, Borrower obtained a loan from International Home Capital Corp. in the amount of Eighty Eight Thousand Six Hundred Nine dollars (\$88,609.00) (the "Loan").

22. In connection with the Loan transaction, Borrower executed a promissory note ("Note") in favor of International Home Capital Corp. ("International") and also executed a deed of trust to secure repayment of the Loan.

23. On March 23, 2001, a Deed of Trust was recording, showing Kirby T. Burbank as the Borrower and International as the Lender and Beneficiary (the "Deed of Trust").³

24. On or about March 23, 2001, an assignment of the Deed of Trust from International to RBMG, Inc. was recorded as Instrument Number 20010323-0001360.⁴

25. In December 2002, Fannie Mae acquired ownership of the Loan, including the Note and Deed of Trust.

¹ A true and correct copy of the Grant, Bargain, Sale Deed recorded with the Clark County Recorder's Office on March 23, 2001, as Book and Instrument Number 20010323-0001358, is attached hereto as **Exhibit 1**. All other recordings stated hereafter are recorded in the same manner.

² A true and correct copy of the current HOA CC&R's, recorded as Book and Instrument Number 917526.958, are attached hereto as **Exhibit 2**. A true and correct copy of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded as Book and Instrument Number 20000128-0001088, are attached hereto as **Exhibit 3**.

³ A true and correct copy of the Deed of Trust, recorded on March 23, 2001, as Book and Instrument Number 20010323-0001359, is attached hereto as **Exhibit 4**.

⁴ A true and correct copy of the Assignment of Deed of Trust, recorded against the Property on March 3, 2001, is attached hereto as **Exhibit 5**.

26. On or about December 9, 2003, an assignment of the Deed of Trust from RBMG, Inc. to Mortgage Electronic Registration Systems, Inc. (hereinafter “MERS”), was recorded as Instrument Number 20031209-0002010.⁵

27. On September 6, 2008, the Director of FHFA, exercising the authority conferred on the Director in HERA, placed Fannie Mae into conservatorship and appointed FHFA as Conservator. In that capacity, FHFA has succeeded to “all rights, titles, powers, and privileges of [Fannie Mae],” including, but not limited to, the authority to bring suits on behalf of and/or for the benefit of Fannie Mae and Freddie Mac. 12 U.S.C. § 4617(b)(2)(A).

28. On or about August 24, 2012, an assignment of the Deed of Trust from MERS to GMAC Mortgage, LLC (hereinafter “GMAC Mortgage”) was recorded as Instrument Number 20120824-0000929.⁶

29. On or about March 26, 2013, an assignment of the Deed of Trust from GMAC Mortgage to Ocwen Loan Servicing, LLC was recorded as Instrument Number 20130326-0000038.⁷

30. Ocwen currently is the servicer of the Loan for Fannie Mae, and in that capacity is beneficiary of record of the Deed of Trust for Fannie Mae.

31. Fannie Mae owned the Loan, including the Note and Deed of Trust, at the time of the HOA Sale in November 2012.

B. Fannie Mae’s Contract with Its Servicers

32. The relationship between Ocwen, and its predecessors-in-interest, as the servicer of the Loan, and Fannie Mae, as owner of the Loan, is governed by the Fannie Mae’s Single-Family Servicing Guide (“Guide”), a central document for Fannie Mae’s relationship with servicers nationwide. Among other things, the Guide provides that Fannie Mae’s servicers may act as record beneficiaries for the deeds of trust owned by Fannie Mae and requires that servicers

⁵ A true and correct copy of the Assignment of Deed of Trust, recorded against the Property on December 9, 2003, is attached hereto as **Exhibit 6**.

⁶ A true and correct copy of the Assignment of Deed of Trust, recorded against the Property on August 24, 2012, is attached hereto as **Exhibit 7**.

⁷ A true and correct copy of the Assignment of Deed of Trust, recorded against the Property on March 26, 2013, is attached hereto as **Exhibit 8**.

1 assign these deeds of trust to Fannie Mae upon Fannie Mae's demand. Guide at A1-1-03, F-1-
 2 14). The Guide is publicly available on Fannie Mae's website at
 3 www.fanniemae.com/content/guide/servicing.

4 33. While the sections of the Guide have been amended over the course of Fannie
 5 Mae's ownership of the Loan, none of these amendments have changed the Guide in a way
 6 material to this case. Archived prior versions of the Guide are publicly available at
 7 www.fanniemae.com/content/guide/servicing.

8 34. The Guide provides that:

9 The servicer ordinarily appears in the land records as the mortgagee to
 10 facilitate performance of the servicer's contractual responsibilities,
 11 including (but not limited to) the receipt of legal notices that may
 12 impact Fannie Mae's lien, such as notices of foreclosure, tax, and other
 13 liens. However, Fannie Mae may take any and all action with respect
 14 to the mortgage loan it deems necessary to protect its ... ownership of
 15 the mortgage loan, including recordation of a mortgage assignment, or
 16 its legal equivalent, from the servicer to Fannie Mae or its designee.
 17 In the event that Fannie Mae determines it necessary to record such an
 18 instrument, the servicer must assist Fannie Mae by

16 -- preparing and recording any required documentation, such as
 mortgage assignments, powers of attorney, or affidavits; and

17 -- providing recordation information for the affected mortgage loans.

18 Guide at A2-1-03.

19 34. The Guide also provides for a temporary transfer of possession of the note when
 20 necessary for servicing:

21 In order to ensure that a servicer is able to perform the services and
 22 duties incident to the servicing of the mortgage loan, Fannie Mae
 23 temporarily gives the servicer possession of the mortgage note
 24 whenever the servicer, acting in its own name, represents the interests
 25 of Fannie Mae in foreclosure actions, bankruptcy cases, probate
 proceedings, or other legal proceedings.

26 This temporary transfer of possession occurs automatically and
 27 immediately upon the commencement of the servicer's representation,
 28 in its name, of Fannie Mae's interests in the foreclosure, bankruptcy,
 probate, or other legal proceeding.

1 Guide at A2-1-04.

2 35. The Guide includes a chapter regarding how and when servicers should pursue
3 foreclosure. *See* Guide at E-3 (“Managing Foreclosure Proceedings”).

4 36. Nevertheless, “Fannie Mae is at all times the owner of the mortgage note,” and
5 “[a]t the conclusion of the servicer’s representation of Fannie Mae’s interests in the foreclosure
6 ... possession automatically reverts to Fannie Mae.” Guide at A2-1-04.

7 37. Pursuant to the Guide, a servicer is required to “maintain in the individual
8 mortgage loan file all documents and system records that preserve Fannie Mae’s ownership
9 interest in the mortgage loan.” Guide at A2-5.1-02.

10 38. Any servicer retaining documents related to a particular loan, such as a deed of
11 trust, has “no right to possession of these documents and records except under the conditions
12 specified by Fannie Mae.” Guide at A2-5.1-01.

13 **C. The HOA Lien and Foreclosure Sale.**

14 39. On February 8, 2002, the HOA recorded a Notice of Delinquent Assessment Lien
15 against the Property, stating that the amount due as of January 10, 2002, was \$888.59 together
16 with lien fees and costs of \$300.00 for a total due of \$1,188.59.⁸

17 40. On May 5, 2002, a Notice of Default and Election to Sell Real Property to Satisfy
18 Assessment Lien was recorded against the Property by the HOA, stating that the amount due as
19 of April 23, 2002, was \$1,593.11, plus accruing assessments since that time, interest, costs, and
20 fees of the agent for the property manager.⁹

21 41. On October 19, 2006, a second Notice of Delinquent Assessment Lien was
22 recorded against the Property by Hampton & Hampton (“Hampton”) on behalf of the HOA,
23
24

25 _____
26 ⁸ A true and correct copy of the Notice of Delinquent Assessment Lien, recorded against the
27 Property on February 8, 2002, as Book and Instrument Number 20020208-0001440, is attached
28 hereto as **Exhibit 9**.

⁹ A true and correct copy of the Notice of Default and Election to Sell Real Property, recorded
against the Property on May 6, 2002, as Book and Instrument Number 20020506-0000874, is
attached hereto as **Exhibit 10**.

1 stating that the amount due as of October 18, 2006, was \$1,891.34.¹⁰

2 42. On December 1, 2006, a second Notice of Default and Election to Sell Real
3 Property to Satisfy Notice of Delinquent Assessment Lien was recorded against the Property by
4 Hampton on behalf of the HOA, stating that the amount due as of November 30, 2006, was
5 \$2,635.45.¹¹

6 43. On May 11, 2007, a Notice of Trustee's Sale was recorded against the Property by
7 Hampton on behalf of the HOA, stating that the amount was \$4,233.03.¹²

8 44. On June 14, 2010, a third Notice of Delinquent Assessment Lien was recorded
9 against the Property by Nevada Association Services, Inc. (the "HOA Trustee") on behalf of the
10 HOA, stating that the amount due as of June 14, 2010, was \$3,581.94, including late fees,
11 collection fees and interest in the amount of \$534.00.¹³

12 45. On September 15, 2010, a third Notice of Default and Election to Sell under
13 Notice of Delinquent Assessment Lien was recorded against the Property by the HOA Trustee on
14 behalf of the HOA, stating the amount of as of September 10, 2010, was \$4,800.13.¹⁴

15 46. On September 25, 2012, a Notice of Foreclosure Sale was recorded against the
16 Property by the HOA Trustee on behalf of the HOA, stating the amount due was \$3,784.92.¹⁵

17 47. Upon information belief, pursuant to a Foreclosure Deed recorded against the
18

19 ¹⁰ A true and correct copy of the second Notice of Delinquent Assessment Lien, recorded against
20 the Property on October 19, 2006, as Book and Instrument Number 20061019-0000769, is
21 attached hereto as **Exhibit 11**.

22 ¹¹ A true and correct copy of the second Notice of Default and Election to Sell, recorded against
23 the Property on December 1, 2006, as Book and Instrument Number 20061201-0000500, is
24 attached hereto as **Exhibit 12**.

25 ¹² A true and correct copy of the Notice of Trustee's Sale, recorded against the Property on May
26 11, 2007, as Book and Instrument Number 20070511-0001070, is attached hereto as **Exhibit 13**.

27 ¹³ A true and correct copy of the third Notice of Delinquent Assessment Lien, recorded against
28 the Property on June 14, 2010, as Book and Instrument Number 20100614-0001280, is attached
hereto as **Exhibit 14**.

¹⁴ A true and correct copy of the third Notice of Default and Election to Sell, recorded against the
Property on September 15, 2010, as Book and Instrument Number 20100915-0002701, is
attached hereto as **Exhibit 15**.

¹⁵ A true and correct copy of the third Notice of Foreclosure Sale, recorded against the Property
on September 25, 2012, as Book and Instrument Number 20120925-0001884, is attached hereto
as **Exhibit 16**.

1 Property on November 7, 2012, by the HOA Trustee on behalf of the HOA, a non-judicial
2 foreclosure sale occurred on November 2, 2012, and Mark Dewitt (“Dewitt”) was the successful
3 bidder for the sum of \$5,000.00 (the “HOA Sale”).¹⁶

4 48. On March 16, 2016, a Quit-Claim Deed was recorded against the Property,
5 identifying DeWitt as the Grantor and Martinez as Grantees.¹⁷

6 49. At no time did the Conservator consent to the HOA Foreclosure Sale
7 extinguishing or foreclosing Fannie Mae’s interest in the Property. *See* FHFA’s Statement on
8 HOA Super-Priority Lien Foreclosures (Apr. 21, 2015), [www.fhfa.gov/Media/PublicAffairs/
9 Pages/Statement-on-HOA-Super-Priority-Lien-Foreclosures.aspx](http://www.fhfa.gov/Media/PublicAffairs/Pages/Statement-on-HOA-Super-Priority-Lien-Foreclosures.aspx).

10 50. Further, on May 14, 2012, prior to the HOA Sale, GMAC Mortgage filed a
11 Voluntary Petition pursuant to Chapter 11 of the Bankruptcy Code.

12 51. GMAC Mortgage’s interest in servicing the Loan secured by the Deed of Trust
13 was property of its bankruptcy estate.

14 52. At the time of the HOA Sale, GMAC Mortgage was still in bankruptcy and the
15 bankruptcy matter remains open at this time.

16 53. Upon information and belief, at no time prior to the HOA Sale did the HOA or
17 HOA Trustee obtain relief from the automatic stay in order to proceed with the HOA Sale
18 against the Property.

19 54. The HOA Sale was conducted in violation of the automatic stay and is, therefore,
20 void.

21 55. On or about November 16, 2015, a claim was submitted to the State of Nevada,
22 Department of Business and Industry - Real Estate Division, Office of the Ombudsman for
23 Common-Interest Communities and Condominium Hotels (“NRED”), against the HOA and
24 HOA Trustee (the “NRED Claim”).

25 56. Pursuant to the NRED Claim, and in accordance with NRS 38.300-38.360,
26

27 ¹⁶ A true and correct copy of the Foreclosure Deed, recorded against the Property on November
7, 2012, as Book and Instrument Number 20121107-0001244, is attached hereto as **Exhibit 17**.

28 ¹⁷ A true and correct copy of the Quit-Claim Deed recorded against the Property on March 16,
2016, as Book and Instrument Number 201603116-0001867, is attached hereto as **Exhibit 18**.

1 inclusive, mediation was held on December 22, 2016. A resolution was not reached.

2 57. A homeowner's association sale conducted pursuant to NRS Chapter 116 must
3 comply with all notice provisions as stated in NRS 116.31162 through NRS 116.31168 and NRS
4 107.090.

5 58. A lender or holder of a senior deed of trust has a right to cure a delinquent
6 homeowner's association lien in order to protect its interest.

7 59. Further the CC&Rs require reasonable notice of delinquency to all lien holders on
8 the Property.

9 60. Upon information and belief, the HOA and its agent, the HOA Trustee, did not
10 comply with all mailing and noticing requirements stated in NRS 116.31162 through NRS
11 116.31168 and NRS 107.090, or as required by the CC&Rs.

12 61. A recorded notice of default must "describe the deficiency in payment."

13 62. The above-identified Notice of Default did not properly "describe the deficiency
14 in payment" in violation of NRS Chapter 116.

15 63. The HOA assessment lien and foreclosure notices included improper fees and
16 costs in amount demanded.

17 64. The HOA Sale occurred without notice to Plaintiffs, or their predecessors, agents,
18 servicers or trustees, whether any amount of the HOA lien included a super-priority amount, and,
19 if so, what proportion or amount.

20 65. The HOA Sale occurred without notice to Plaintiffs, or their predecessors, agents,
21 servicers or trustees, whether the HOA was foreclosing on the "super-priority" portion of its lien,
22 if any, or under the non-super-priority portion of the lien.

23 66. The HOA Sale occurred without notice to Plaintiffs, or their predecessors, agents,
24 servicers or trustees, of a right to cure the delinquent assessments and the super-priority lien, if
25 any.

26 67. The HOA Sale violated Plaintiffs' right to due process because Plaintiffs, or their
27 predecessors, agents, servicers or trustees, were not given proper, adequate notice and the
28 opportunity to cure the deficiency or default in the payment of the HOA's assessments and the

1 super-priority lien, if any.

2 68. The HOA Sale was an invalid sale and could not have extinguished Plaintiffs'
3 secured interest because of defects in the notices given to Plaintiffs, or their predecessors, agents,
4 servicers or trustees, if any.

5 69. Under NRS Chapter 116, a lien under NRS 116.3116(1) can only include costs
6 and fees that are specifically enumerated in the statute.

7 70. A homeowner's association may only collect as a part of the super priority lien (a)
8 nuisance abatement charges incurred by the association pursuant to NRS 116.310312 and (b)
9 nine months of common assessments which became due prior to the institution of an action to
10 enforce the lien.

11 71. Upon information and belief, the HOA Foreclosure Notices included improper
12 fees and costs in the amount demanded.

13 72. The attorney's fees and the costs of collecting on a homeowner's association lien
14 cannot be included in the super-priority lien.

15 73. Upon information and belief, the HOA assessment lien and foreclosure notices
16 included fines, interest, late fees, dues, attorney's fees, and costs of collection that are not
17 properly included in a super-priority lien under Nevada law and that are not permissible under
18 NRS 116.3102 et seq.

19 74. The HOA Sale did not comply with NRS 116.3102 et seq. because none of the
20 aforementioned notices identified above identified what portion of the claimed lien were for
21 alleged late fees, interest, fines/violations, or collection fees/costs.

22 75. The HOA Sale deprived Plaintiffs of their right to due process because the
23 foreclosure notices failed to identify the super-priority amount, to adequately describe the
24 deficiency in payment, to provide Plaintiffs notice of the correct super-priority amount, and to
25 provide a reasonable opportunity to satisfy that amount.

26 76. Alternatively, the sale itself was valid but DeWitt and, subsequently, Martinez
27 took its interest subject to the first position Deed of Trust.

28 77. The HOA Sale is unlawful and void because the "opt-in" provision in NRS

1 116.3116 does not satisfy Constitutional Due Process safeguards under the Fifth and Fourteenth
2 Amendments to the United States Constitution, nor Clause 1, Section 8, of the Nevada
3 Constitution, so that the statute is unconstitutional on its face.

4 78. The HOA Sale is unlawful and void because the statutory scheme set forth in
5 NRS 116.3116, et seq. constitutes a regulatory taking of private property without adequate
6 compensation.

7 79. NRS Chapter 116 is unconstitutional on its face as it lacks any express
8 requirement for the HOA or its agents to provide notice of a foreclosure to the holder of a first
9 deed of trust or mortgage.

10 80. NRS Chapter 116 is unconstitutional on its face as it lacks any express
11 requirement for the HOA or its agents to provide notice of the super-priority amount, if any, to
12 the holder of a first deed of trust or mortgage to accept tender of the super-priority amount or any
13 amount from the holder.

14 81. NRS Chapter 116 is unconstitutional on its face due to vagueness and ambiguity.

15 82. The HOA Sale deprived Plaintiffs of their right to due process because the
16 foreclosure notices failed to identify that an attempt to pay the super-priority amount had been
17 made.

18 83. A homeowner's association sale must be done in a commercially reasonable
19 manner.

20 84. At the time of the HOA Sale, the amount owed on the Loan exceeded \$76,500.00.

21 85. Upon information and belief, at the time of the HOA Sale, the fair market value of
22 the Property exceeded \$75,000.00.

23 86. The amount paid at the HOA Sale allegedly totaled \$5,000.00.

24 87. The HOA Sale was not commercially reasonable, and the HOA Sale was not done
25 in good faith, in light of the sale price, and the market value of the Property, and the errors
26 alleged above.

27 88. The circumstances of the HOA Sale of the Property breached the HOA's
28 obligations of good faith under NRS 116.1113 and its duty to act in a commercially reasonable

1 manner.

2 89. The HOA Sale by which DeWitt took its interest was not commercially
3 reasonable, and not done in good faith, because it was conducted in a fraudulent, unfair or
4 oppressive manner.

5 90. In the alternative, the HOA Sale was an invalid sale and could not have
6 extinguished the Deed of Trust because it was not a commercially reasonable sale.

7 91. Without providing Plaintiffs, or their predecessors, agents, servicers or trustees,
8 notice of the correct super-priority amount and a reasonable opportunity to satisfy that amount,
9 including its failure to identify the super-priority amount and its failure to adequately describe
10 the deficiency in payment as required by Nevada law, the HOA Sale is commercially
11 unreasonable and deprived Plaintiffs of their right to due process.

12 92. Pursuant to NRS 116.31162(1) an association may only proceed with foreclosure
13 under NRS 116.31162-116.31168 if the declaration or CC&Rs so provide.

14 93. The CC&Rs for the HOA provide in Article VI, Section 9, “The lien of the
15 assessment provided for herein shall be subordinate to the lien of any first mortgage or contract
16 holder....”¹⁸

17 94. The CC&Rs for the HOA provide in Article VI, Section 10, “No breach of the
18 Covenants, Conditions and Restrictions in this Declaration, nor the enforcement thereof, or of
19 any lien provision herein, shall defeat or render invalid the lien of any mortgage, or deed of trust
20 made in good faith and for value...” (hereinafter, “Mortgagee Protection Clause”).¹⁹

21 95. Because the recorded CC&Rs contained a Mortgagee Protection Clause, and
22 because Plaintiffs, or their predecessors, agents, servicers or trustees, were not given proper
23 notice that the HOA intended to foreclose on the super-priority portion of the dues owe,
24 Plaintiffs, or their predecessors, agents, servicers or trustees, did not know that they had to attend
25 the HOA Sale to protect their security interest.

26 96. Because the recorded CC&Rs contained a Mortgagee Protection Clause, and

27
28 ¹⁸ **Exhibit 3**, at p.13.

¹⁹ Id.

1 because proper notice that the HOA intended to foreclose on the super-priority portion of the
2 dues owing was not given, prospective bidders did not appear for the HOA Sale, making the
3 HOA Sale commercially unreasonable.

4 97. Defendants knew that Plaintiffs, or their predecessors, agents, servicers or
5 trustees, would rely on the Mortgagee Protection Clause contained in the recorded CC&Rs which
6 are of public record, and knew that Plaintiffs, or their predecessors, agents, servicers or trustees,
7 would not know that HOA was foreclosing on super-priority amounts because of the failure of
8 HOA and HOA Trustee to provide such notice. Plaintiffs', or their predecessors', agents',
9 servicers' or trustees', absence from the HOA Sale allowed DeWitt to appear at the HOA Sale
10 and purchase the Property for a fraction of market value, making the HOA Sale commercially
11 unreasonable.

12 98. Defendants knew that prospective bidders would be less likely to attend the HOA
13 Sale because the public at large believed that Plaintiffs were protected under the Mortgagee
14 Protection Clause in the CC&Rs of public record, and that the public at large did not receive
15 notice, constructive or actual, that the HOA was foreclosing on a super-priority portion of its lien
16 because HOA and HOA Trustee improperly failed to provide such notice. The general public's
17 belief therefore was that a buyer at the HOA Sale would take title to the Property subject to the
18 Deed of Trust. This general belief resulted in the absence of prospective bidders at the HOA
19 Sale, which allowed DeWitt to appear at the HOA Sale and purchase the Property for a fraction
20 of market value, making the HOA Sale commercially unreasonable.

21 99. The circumstances of the HOA Sale of the Property breached the HOA's and the
22 HOA Trustee's obligations of good faith under NRS 116.1113 and their duty to act in a
23 commercially reasonable manner.

24 100. Upon information and belief, DeWitt and Martinez are in the business of buying
25 and selling real estate and/or are otherwise a professional property purchaser, and either knew or
26 should have known of defects with the HOA Sale based on the sales price, among other factors.

27 101. The circumstances of the HOA Sale of the Property and DeWitt's and Martinez's
28 status as professional property purchasers prevents DeWitt and, subsequently, Martinez from

1 being deemed a bona fide purchaser for value.

2 102. Upon information and belief, DeWitt and Martinez had actual, constructive or
3 inquiry notice of the first Deed of Trust, and the CC&Rs including the Mortgage Protection
4 Clause, which prevents DeWitt and, subsequently, Martinez from being deemed a bona fide
5 purchaser or encumbrancer for value.

6 103. Upon information and belief, DeWitt and Martinez knew or should have known
7 that they would not be able to obtain insurable title to the Property as a result of the HOA Sale.

8 104. As a direct and proximate result of the foregoing, DeWitt and Martinez are not
9 entitled to bona fide purchaser protection.

10 105. In the event Plaintiffs' interest in the Property is not reaffirmed nor restored,
11 Plaintiffs suffered damages in the amount of the fair market value of the Property or the unpaid
12 balance of the Loan and Deed of Trust, at the time of the HOA Sale, whichever is greater, as a
13 proximate result of Defendants' acts and omissions.

14 **FIRST CAUSE OF ACTION**

15 **(Declaratory Relief Under 12 U.S.C. § 4617(j)(3) – Plaintiffs Against Martinez)**

16 106. Plaintiffs repeat and reallege the allegations set forth above.

17 107. Pursuant to 28 U.S.C. § 2201, this Court is empowered to declare the rights and
18 legal relations of the parties in this matter, both generally and in relation to the foreclosure sale
19 and the Property.

20 108. The Deed of Trust is a first secured interest in the Property. Fannie Mae owns the
21 Deed of Trust and Ocwen has an interest in the Deed of Trust in its capacity as servicer for
22 Fannie Mae and beneficiary of record of the Deed of Trust.

23 109. FHFA is an agency of the federal government of the United States and is also the
24 Conservator for Fannie Mae.

25 110. Upon its appointment, the Conservator succeeded by law to all of Fannie Mae's
26 "rights, titles, powers, and privileges." 12 U.S.C. § 4617 (b)(2)(A)(i).

27 111. During the Conservatorship, "no property of [FHFA] shall be subject to levy,
28 attachment, garnishment, foreclosure or sale without the consent of the [FHFA], nor shall any
involuntary lien attach to the property of [FHFA]." 12 U.S.C. § 4617(j)(3).

1 112. Fannie Mae's secured interest in the Property as owner of the Deed of Trust is
2 property of the FHFA. *See, e.g., Skylights v. Byron*, 112 F. Supp. 3d at 1155 (“[T]he property of
3 Fannie Mae effectively becomes the property of FHFA once it assumes the role of conservator,
4 and that property is protected by section 4617(j)'s exemptions.”); *Premier One Holdings, Inc. v.*
5 *Fannie Mae*, No. 2:14-cv-02128-GMN-NJK, 2015 WL 4276169, at *3 (D. Nev. July 14, 2015)
6 (“Fannie Mae has held an interest in the Property since [it purchased the associated mortgage] on
7 December 1, 2006.”).

8 113. Applying Chapter 116 of the Nevada Revised Statutes or other state law in a
9 manner that extinguishes Fannie Mae's first position Deed of Trust violates 12 U.S.C. §
10 4617(j)(3).

11 114. 12 U.S.C. § 4617(j)(3) preempts any state law that would permit a foreclosure on
12 a super-priority lien to extinguish a first secured interest of Fannie Mae while it is under FHFA's
13 conservatorship.

14 115. FHFA did not consent to any purported extinguishment of Fannie Mae's Deed of
15 Trust. *See* FHFA's Statement on HOA Super-Priority Lien Foreclosures dated Apr. 21, 2015,
16 [www.fhfa.gov/Media/PublicAffairs/Pages/Statement-on-HOA-Super-Priority-Lien-](http://www.fhfa.gov/Media/PublicAffairs/Pages/Statement-on-HOA-Super-Priority-Lien-Foreclosures.aspx)
17 [Foreclosures.aspx](http://www.fhfa.gov/Media/PublicAffairs/Pages/Statement-on-HOA-Super-Priority-Lien-Foreclosures.aspx).

18 116. Pursuant to 12 U.S.C. § 4617(j)(3), the HOA Foreclosure Sale could not
19 extinguish Fannie Mae's first secured interest.

20 117. Plaintiffs are entitled to a declaration that 12 U.S.C. § 4617(j)(3) preempts any
21 state law that would permit an HOA foreclosure sale to extinguish a first secured interest of
22 Fannie Mae while it is under FHFA's conservatorship.

23 118. Plaintiffs are entitled to a declaration that the HOA Foreclosure Sale conducted by
24 the HOA did not affect or extinguish the Deed of Trust, which encumbered the Property after the
25 HOA Foreclosure Sale.

26 119. Plaintiffs have been compelled to retain the undersigned counsel to represent
27 them in this matter and have and will continue to incur attorney's fees and costs.

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SECOND CAUSE OF ACTION

(Quiet Title under 12 U.S.C. § 4617(j)(3) – Plaintiffs Against Martinez)

120. Plaintiffs repeat and reallege the allegations set forth above.

121. Pursuant to 28 U.S.C. § 2201 and Nev. Rev. Stat. § 40.010, this Court is empowered to declare the rights and legal relations of the parties in this matter, both generally and in relation to the foreclosure sale and the Property.

122. The Deed of Trust is a first secured interest in the Property. Fannie Mae owns the Deed of Trust and Ocwen has an interest in the Deed of Trust in its capacity as servicer for Fannie Mae and beneficiary of record of the Deed of Trust.

123. Martinez claims an interest in the Property through the HOA Foreclosure Sale and subsequent transfer that is adverse to Plaintiffs' interests.

124. Fannie Mae's secured interest in the Property is the property of the FHFA.

125. Applying Chapter 116 of the Nevada Revised Statutes or other state law in a manner that extinguishes Fannie Mae's first position Deed of Trust violates 12 U.S.C. § 4617(j)(3).

126. Based on the adverse claims being asserted by the parties, Plaintiffs are entitled to a judicial determination that the Deed of Trust continues to encumber the Property after the HOA Foreclosure Sale.

127. Plaintiffs are entitled to a determination that the HOA Foreclosure Sale and subsequent transfer did not convey the Property free and clear of the Deed of Trust to the buyer at the HOA Foreclosure Sale, and thus any interests acquired by Martinez through the Quit-Claim Deed are subject to Fannie Mae's interest in the Property.

128. Plaintiffs have been compelled to retain the undersigned counsel to represent them in this matter and have and will continue to incur attorneys' fees and costs.

THIRD CAUSE OF ACTION

**(Declaratory Relief Under Amendments V and XIV
to the United States Constitution – Ocwen Against All Defendants)**

129. Ocwen repeats and re-alleges the allegations set forth above.

130. Pursuant to 28 U.S.C. § 2201, this Court is empowered to declare the rights and legal relations of the parties in this matter, both generally and in relation to the foreclosure sale

1 and the Property.

2 131. NRS 116.3116 *et seq.*, prior to its amendment effective October 1, 2015, facially
3 violated Ocwen's, or its predecessors', constitutional rights to due process secured by the Fifth
4 and Fourteenth Amendments to the United States Constitution. *See Bourne Valley Court Trust v.*
5 *Wells Fargo Bank, N.A.*, 832 F.3d 1154 (9th Cir. 2016).

6 132. Any purported notice provided was inadequate, insufficient, and in violation of
7 Ocwen's, or its predecessors', rights to due process.

8 133. An actual and justiciable controversy exists between Ocwen, or its predecessors ,
9 and Defendants regarding the purported HOA Foreclosure Sale and the rights associated with the
10 HOA Foreclosure Sale.

11 134. Without declaratory relief interpreting the constitutional validity of NRS
12 116.3116 *et seq.* prior to its amendment effective October 1, 2015, Ocwen's, or its predecessors',
13 rights will be adversely affected.

14 135. Ocwen is entitled to a declaration that the purported HOA Foreclosure Sale
15 conducted under NRS 116.3116 *et seq.* did not extinguish the Deed of Trust, which continued as
16 a valid encumbrance against the Property.

17 136. Based upon the foregoing, Ocwen requests an order declaring that the purported
18 HOA Foreclosure Sale did not extinguish the Deed of Trust because it was conducted under NRS
19 116.3116 *et seq.* prior to its amendment effective October 1, 2015, which on its face violated
20 Ocwen's, or its predecessors', rights to due process under the Fifth and Fourteenth Amendments
21 to the United States Constitution.

22 137. Ocwen has been compelled to retain the undersigned counsel to represent them in
23 this matter and have and will continue to incur attorney's fees and costs.

24 **FOURTH CAUSE OF ACTION**
25 **(Quiet Title Under the Amendments V and XIV**
26 **to the United States Constitution – Ocwen Against Martinez)**

27 138. Ocwen repeats and re-alleges the allegations set forth above.

28 139. Pursuant to 28 U.S.C. § 2201 and Nev. Rev. Stat. § 40.010, this Court is
empowered to declare the rights and legal relations of the parties in this matter, both generally

1 and in relation to the foreclosure sale and the Property.

2 140. The Deed of Trust is a first secured interest in the Property. Fannie Mae owns the
3 Deed of Trust and Ocwen has an interest in the Deed of Trust in its capacity as servicer for
4 Fannie Mae and beneficiary of record of the Deed of Trust.

5 141. Martinez claims an interest in the Property through the Quit-Claim Deed which is
6 adverse to Plaintiff's interest.

7 142. NRS 116.3116 *et seq.*, prior to its amendment effective October 1, 2015, facially
8 violated Ocwen's, or its predecessors', constitutional rights to due process secured by the Fifth
9 and Fourteenth Amendments to the United States Constitution and thus did not extinguish the
10 Deed of Trust. *See Bourne Valley Court Trust v. Wells Fargo Bank, N.A.*, 832 F.3d 1154 (9th
11 Cir. 2016).

12 143. Any purported notice provided was inadequate, insufficient, and in violation of
13 Ocwen's, or its predecessors', rights to due process under the Fifth and Fourteenth Amendment
14 to the United States Constitution.

15 144. Based on the adverse claims being asserted by the parties, Ocwen is entitled to a
16 judicial determination that the Deed of Trust continues to encumber the Property after the HOA
17 Foreclosure Sale and subsequent transfer via Quit-Claim Deed.

18 145. Ocwen is entitled to a determination that the HOA Foreclosure Sale and the
19 subsequent transfer by Quit-Claim Deed to Martinez did not convey the Property free and clear
20 of the Deed of Trust to the buyer at the HOA Foreclosure Sale, and thus that any interest
21 acquired by Martinez is subject to the Deed of Trust.

22 146. Ocwen has been compelled to retain the undersigned counsel to represent them in
23 this matter and have and will continue to incur attorneys' fees and costs.

24 **FIFTH CAUSE OF ACTION**

25 **(Quiet Title/Declaratory Relief Pursuant to 28 U.S.C. § 2201,
26 NRS 30.010 *et seq.*, and NRS 40.010 – Ocwen Against all Defendants)**

27 147. Ocwen repeats and re-alleges the allegations set forth above.

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1 148. Pursuant to 28 U.S.C. § 2201, NRS 30.010 et seq., and NRS 40.010, this Court
2 has the power and authority to declare Plaintiffs' rights and interests in the Property and to
3 resolve Defendants' adverse claims in the Property.

4 149. Further, pursuant to NRS 30.010 et seq., this Court has the power and authority to
5 declare the rights and interests of the parties following the acts and omissions of the HOA and
6 HOA Trustee in foreclosing the Property.

7 150. The Deed of Trust is the first secured interest on the Property as intended by and
8 whose priority is protected by NRS 116.3116(2)(b).

9 151. Upon information and belief, DeWitt and, subsequently, Martinez, claim an
10 interest in the Property through a Foreclosure Deed recorded in the Clark County Recorder's
11 Office as Book and Instrument Number 20121107-0001244 that is adverse to Plaintiffs' interest.

12 152. Ocwen is the current beneficiary of record under the Deed of Trust and is entitled
13 to enforce the Deed of Trust on behalf of Fannie Mae, the owner of the Loan, and its first
14 position status in the chain of title against DeWitt and Martinez, or any successor in interest, for
15 the reasons alleged herein.

16 153. Because the CC&Rs and the Mortgage Protection Clause did not provide the
17 HOA with authority to foreclose on the Property, the HOA Sale could not have extinguished the
18 Deed of Trust or displaced it from its first position status in the chain of title, such that DeWitt
19 and, subsequently, Martinez took subject to the Deed of Trust. Or in the alternative, the HOA
20 Sale is void, invalid and/or should be set aside.

21 154. Because, upon information and belief, the HOA and the HOA Trustee failed to
22 provide proper, adequate and sufficient notices required by Nevada law and the CC&Rs, the
23 HOA Sale could not have extinguished the Deed of Trust or displaced it from its first position
24 status in the chain of title, such that DeWitt and, subsequently, Martinez took subject to the Deed
25 of Trust. Or in the alternative, the HOA Sale is void, invalid and/or should be set aside.

26 155. Based on the adverse claims being asserted by the parties, Ocwen is entitled to a
27 judicial determination regarding the rights and interests of the respective parties to the case.

28 156. A justiciable controversy exists between Ocwen and Defendants and Ocwen has a

1 legally protectable interest in the controversy. The issue is ripe for judicial determination.

2 157. For all the reasons set forth above and in the Factual Background, Ocwen is
3 entitled to a determination from this Court, pursuant to 28 U.S.C. § 2201, NRS 30.010 and NRS
4 40.010, that Ocwen is the beneficiary of record of a first position Deed of Trust which still
5 encumbers the Property.

6 158. Based upon the foregoing, Ocwen is entitled to a determination from this Court,
7 pursuant to 28 U.S.C. § 2201, NRS 30.010 and NRS 40.010, that the purported HOA Sale did
8 not extinguish the Deed of Trust because it was conducted in violation of NRS 116.3116 *et seq.*
9 and the CC&Rs.

10 159. Ocwen is entitled to a determination from this Court, pursuant to 28 U.S.C. §
11 2201, NRS 30.010 and NRS 40.010, that Ocwen's, or its predecessors', secured interest by virtue
12 of the Deed of Trust is superior to the interest, if any, acquired by DeWitt through the
13 Foreclosure Deed, and its successor Martinez, and all other parties, if any.

14 160. In the alternative, if it is found under state law that Ocwen's, or its predecessors',
15 interest could have been extinguished by the HOA Sale, for all the reasons set forth above and in
16 the General Allegations, Ocwen is entitled to a determination from this Court, pursuant to 28
17 U.S.C. § 2201, NRS 30.010 and NRS 40.010, that the HOA Sale was void, invalid and/or should
18 be set aside and conveyed no legitimate interest to DeWitt and, subsequently, Martinez.

19 161. Ocwen has been compelled to retain the undersigned counsel to represent them in
20 this matter and have and will continue to incur attorneys' fees and costs.

21 **SIXTH CAUSE OF ACTION**

22 **(Permanent and Preliminary Injunction – Plaintiffs Against Martinez)**

23 162. Plaintiffs repeat and re-allege the allegations set forth above.

24 163. As set forth above, DeWitt and Martinez may claim an ownership interest in the
25 Property that is adverse to the first Deed of Trust interest.

26 164. Any sale or transfer of the Property, prior to a judicial determination concerning
27 the respective rights and interests of the parties to the case, may be rendered invalid if the Deed
28 of Trust still encumbered the Property in first position and was not extinguished by the HOA

1 Sale.

2 165. Plaintiffs have a reasonable probability of success on the merits of the Complaint,
3 for which compensatory damages will not compensate Plaintiffs for the irreparable harm of the
4 loss of title to a bona fide purchaser or loss of the first position priority status secured by the
5 Property.

6 166. Plaintiffs have no adequate remedy at law due to the uniqueness of the Property
7 involved in the case.

8 167. Plaintiffs are entitled to a preliminary injunction and permanent injunction
9 prohibiting Martinez, its successors, assigns, and agents from conducting any sale, transfer or
10 encumbrance of the Property if it is claimed to be superior to the first Deed of Trust or not
11 subject to that Deed of Trust.

12 168. Plaintiffs are entitled to a preliminary injunction requiring Martinez to pay all
13 taxes, insurance and homeowner's association dues during the pendency of this action.

14 169. Plaintiffs are entitled to a preliminary injunction requiring Martinez to segregate
15 and deposit all rents with the Court or a Court-approved trust account over which Martinez has
16 no control during the pendency of this action.

17 170. Plaintiffs have been compelled to retain the undersigned counsel to represent it in
18 this matter and has and will continue to incur attorneys' fees and costs.

19 **SEVENTH CAUSE OF ACTION**

20 **(Unjust Enrichment – Ocwen Against All Defendants)**

21 171. Ocwen repeats and re-alleges the allegations set forth above.

22 172. Ocwen has been deprived of the benefit of its secured deed of trust by the actions
23 of Defendants.

24 173. Defendants have benefitted from the unlawful HOA Sale and nature of the
25 Property.

26 174. Defendants have benefitted from Ocwen's, or its predecessors', payment of taxes,
27 insurance or homeowner's association assessments since the time of the HOA Sale.

28 175. Should Plaintiffs' Complaint be successful in quieting title against Martinez and

1 setting aside the HOA Sale, Defendants will have been unjustly enriched by the HOA Sale and
2 usage of the Property.

3 176. Ocwen will have suffered damages if Defendants are allowed to retain their
4 interests in the Property and/or the funds received from the HOA Sale.

5 177. Ocwen will have suffered damages if Defendants are allowed to retain their
6 interests in the Property and the benefit of Plaintiffs' payment of taxes, insurance or
7 homeowner's association assessments since the time of the HOA Sale.

8 178. Ocwen is entitled to general and special damages in excess of \$10,000.00.

9 179. Ocwen has been compelled to retain the undersigned counsel to represent them in
10 this matter and have and will continue to incur attorneys' fees and costs.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiffs request a judgment in their favor as follows:

- 13 1. A declaration that 12 U.S.C. § 4617(j)(3) preempts any Nevada law that would permit
14 an HOA Foreclosure Sale of a super-priority lien to extinguish the property interest of
15 Fannie Mae while it is under FHFA conservatorship.
- 16 2. A declaration that the HOA Sale did not extinguish the Deed of Trust and that it
17 continues as a valid encumbrance against the Property;
- 18 3. In the alternative, a declaration that the HOA Sale did not extinguish the Deed of
19 Trust because it was conducted under a statute that facially violated Plaintiffs' rights
20 to due process;
- 21 4. For a declaration and determination that the HOA Sale was invalid to the extent it
22 purports to convey the Property free and clear to DeWitt and, subsequently, Martinez;
- 23 5. A declaration that Martinez's interest in the Property, if any, is subject to the Deed of
24 Trust;
- 25 6. In the alternative, for a declaration and determination that the HOA Sale was void,
26 invalid and/or should be set aside and conveyed no legitimate interest to DeWitt and,
27 subsequently, Martinez;
- 28 7. For a preliminary injunction that Martinez, its successors, assigns, and agents are

1 prohibited from conducting a sale or transfer of the Property and representing the sale
2 is free and clear of the Deed of Trust, unless Martinez tenders payment of the debt
3 secured by the Deed of Trust, or from encumbering the Property during the pendency
4 of this action;

- 5 8. For a preliminary injunction that Martinez, its successors, assigns, and agents pay all
6 taxes, insurance and homeowner's association dues during the pendency of this
7 action;
- 8 9. For a preliminary injunction that Martinez, its successors, assigns, and agents be
9 required to segregate and deposit all rents with the Court or a Court-approved trust
10 account over which Martinez has no control during the pendency of this action;
- 11 10. If it is determined that the Deed of Trust has been extinguished by the HOA Sale, for
12 special damages awarded to Ocwen in the amount of the fair market value of the
13 Property or the unpaid balance of the Loan and Deed of Trust, at the time of the HOA
14 Sale, whichever is greater;
- 15 11. For general and special damages awarded to Ocwen;
- 16 12. For attorney's fees;
- 17 13. For costs incurred herein, including post-judgment costs, plus interest accruing
18 thereon, in its favor at the maximum rate allowed by law; and
- 19 14. For any and all further relief deemed appropriate by this Court.

20 DATED this 15th day of March, 2017.

21 WRIGHT, FINLAY & ZAK, LLP

22 /s/ Christina V. Miller

23 Dana Jonathon Nitz, Esq.

24 Nevada Bar No. 0050

25 Christina V. Miller, Esq.

26 Nevada Bar No. 12448

27 7785 W. Sahara Ave., Suite 200

28 Las Vegas, NV 89117

*Attorneys for Plaintiffs, Ocwen Loan Servicing,
LLC and Federal National Mortgage Association*

Exhibit List

Exhibit No.	Description	Page No.'s
1	Grant, Bargain, Sale Deed	4
2	HOA CC&R's	38
3	Amended and Restated Declaration of Covenants, Conditions and Restrictions	25
4	Deed of Trust	10
5	Assignment of Deed of Trust	3
6	Assignment of Deed of Trust	2
7	Assignment of Deed of Trust	2
8	Assignment of Deed of Trust	2
9	Notice of Delinquent Assessment Lien	2
10	Notice of Default and Election to Sell Real Property	2
11	second Notice of Delinquent Assessment Lien	3
12	second Notice of Default and Election to Sell	3
13	Notice of Trustee's Sale	3
14	Notice of Delinquent Assessment Lien	2
15	Notice of Default and Election to Sell	3
16	Notice of Foreclosure Sale	3
17	Foreclosure Deed	4
18	Quit-Claim Deed	3

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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

OCWEN LOAN SERVICING LLC,

Plaintiff,

vs.

SFR INVESTMENTS POOL I, LLC,
GIAVANNA HOMEOWNERS
ASSOCIATION; ABSOLUTE COLLECTION
SERVICES, LLC,

Defendants.

Case No.:

COMPLAINT

**EXEMPT FROM ARBITRATION:
ACTION FOR QUIET TITLE AND
DECLARATORY RELIEF**

COMES NOW Plaintiff, Ocwen Loan Servicing LLC (hereinafter "Plaintiff"), by and through its attorneys of record, Dana Jonathon Nitz, Esq., and Natalie C. Lehman, Esq., of the law firm of Wright, Finlay & Zak, LLP, and hereby files this civil action against the Defendants.

PARTIES, JURISDICTION AND VENUE

1. The real property at issue is known as 5529 Sun Prairie St., North Las Vegas, NV 89081; APN 123-31-112-049 (hereinafter, the "Property").

2. The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332, as all Plaintiff are "citizens of different States" from all defendants and the amount in controversy exceeds \$75,000, exclusive of interest and costs. This Court also has original federal question jurisdiction under 28 U.S.C. § 1331 because Plaintiff is asserting civil claims arising

1 under the Constitution, laws, or treaties of the United States.

2 **3.** Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(1)-(2)
3 because Defendant resides in this district; a substantial part of the events or omissions giving rise
4 to Plaintiff's claims occurred in this district; and the Property that is the subject of this action is
5 situated in this district, in Las Vegas, Clark County, Nevada.

6 **4.** Plaintiff is a Delaware limited liability company with its main headquarters
7 located in West Palm Beach, Florida.

8 **5.** Plaintiff is now and at all times relevant herein, the assigned Beneficiary under a
9 Deed of Trust signed by Raphael Coleman, Jr. (hereinafter "Coleman"), and recorded on May
10 27, 2010, (hereinafter "Deed of Trust"), which encumbers the Property and secures a promissory
11 note.

12 **6.** Upon information and belief, SFR Investments Pool 1, LLC (hereinafter
13 "Buyer"), is a Nevada domestic limited-liability company, licensed to do business in the State of
14 Nevada and claims to be the current titleholder of the Property.

15 **7.** Upon information and belief, Defendant, Giavanna Homeowners Association
16 (hereinafter the "HOA") is a Nevada domestic non-profit corporation, licensed to do business in
17 the State of Nevada, and was the HOA that foreclosed on the Property.

18 **8.** Upon information and belief, Defendant, Absolute Collection Services, LLC
19 (hereinafter "HOA Trustee") was a Nevada limited liability company licensed to do business in
20 the State of Nevada, and acted as the foreclosure trustee, which allegedly mailed and served the
21 foreclosure notices, if any, and cried the foreclosure sale for the HOA.

22 **9.** In accordance with NRS Chapter 38.310, Plaintiff filed a Nevada Real Estate
23 Division Alternative Dispute Resolution (hereinafter, "NRED") claim, and named the HOA and
24 the HOA Trustee as Respondents.

25 **10.** The NRED mediation occurred on December 13, 2016.

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GENERAL ALLEGATIONS

11. On or about December 11, 2009, Coleman purchased the Property.¹

12. The Deed of Trust executed by Coleman identified First National Bank of Layton as the Lender, with Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Lender and Lender's successors and assigns, as Beneficiary, and Fidelity National Title Insurance as the Trustee, and secured a loan in the amount of \$144,242.00 (hereinafter the "Coleman Loan").²

13. The Coleman Loan is a Veterans Affairs insured loan and bears VA Case No. 45-45-6-2766773.

14. On April 15, 2014, an Assignment of Deed of Trust was recorded in which MERS, as nominee for First National Bank of Layton, assigned all beneficial interest in the Deed of Trust to Plaintiff Ocwen Loan Servicing, LLC.³

15. On December 21, 2012, a Notice of Delinquent Assessment Lien was recorded against the Property by the HOA Trustee on behalf of the HOA.⁴

16. On March 8, 2013, a Notice of Default and Election to Sell Under Homeowners Association Lien was recorded against the Property by the HOA Trustee on behalf of the HOA, stating that the amount due as of March 7, 2013 was \$2,129.00.⁵

17. On July 23, 2013, a Notice of Trustee's Sale was recorded against the Property by the HOA Trustee on behalf of the HOA, stating that the amount due as of the initial publication

¹ A true and correct copy of the Grant, Bargain and Sale Deed recorded in the Clark County Recorder's Office as Book and Instrument Number 200912110002837 is attached hereto as **Exhibit 1**. All other recordings stated hereafter are recorded in the same manner.

² A true and correct copy of the Deed of Trust recorded as Book and Instrument Number 201005270002573 is attached hereto as **Exhibit 2**.

³ A true and correct copy of the Assignment recorded as Book and Instrument Number 20140415-00000005 is attached hereto as **Exhibit 3**.

⁴ A true and correct copy of the Notice of Delinquent Assessment Lien recorded as Book and Instrument Number 20121221-0003524 is attached hereto as **Exhibit 4**.

⁵ A true and correct copy of the Notice of Default and Election to Sell recorded as Book and Instrument Number 20130308-0000943 is attached hereto as **Exhibit 5**.

1 of the Notice of Sale was \$4,123.00.⁶

2 **18.** Upon information and belief, pursuant to the Trustee's Deed Upon Sale, a non-
3 judicial foreclosure sale occurred on September 17, 2013 (hereinafter, the "HOA Sale"),
4 whereby Buyer acquired its interest, if any, in the Property for \$10,000.00.⁷

5 **19.** The Trustee's Deed Upon Sale stated that the amount of the unpaid debt together
6 with costs at the time of the HOA Sale was \$10,000.00.

7 **20.** Upon information and belief, the Coleman Loan is a VA insured loan.

8 **21.** Title or a mortgage interest in real property held by a federal agency is a federal
9 property that is protected by the U.S. Constitution.

10 **22.** The Property Clause of the U.S. Constitution applies and prevents Plaintiff's
11 interest through its Deed of Trust from being divested by the HOA Sale.

12 **23.** The Supremacy Clause of the U.S. Constitution applies and prevents Plaintiff's
13 interest through its Deed of Trust from being divested by the HOA Sale.

14 **24.** Applying NRS Chapter 116 or other state law in a manner that extinguishes
15 Plaintiff's Deed of Trust would violate the Property and Supremacy Clauses of the United States
16 Constitution.

17 **25.** Since the Coleman Loan is a VA loan, it is a federally protected property interest
18 that cannot be divested by the actions of the Nevada Legislature through NRS Chapter 116.

19 **26.** A homeowner's association sale conducted pursuant to NRS Chapter 116 must
20 comply with all notice provisions as stated in NRS 116.31162 through NRS 116.31168 and NRS
21 107.090.

22 **27.** A lender or holder of a beneficial interest in a senior deed of trust, such as
23 Plaintiff and its predecessors-in-interest in the Deed of Trust, has a right to cure a delinquent
24 homeowner's association lien in order to protect its interest.

25 **28.** Further the Declaration of Covenants, Conditions, Restrictions and Reservation of
26

27 ⁶ A true and correct copy of the Notice of Trustee's Sale recorded as Book and Instrument
Number 20130723-0002057 is attached hereto as **Exhibit 6**.

28 ⁷ A true and correct copy of the Trustee's Deed Upon Sale recorded as Book and Instrument
Number 201309200001393 is attached hereto as **Exhibit 7**.

1 Easements for Giavanna (“CC&Rs”)⁸ require reasonable notice of delinquency to all lien holders
2 on the Property.

3 **29.** Upon information and belief, the HOA and its agent, the HOA Trustee, did not
4 comply with all mailing and noticing requirements stated in NRS 116.31162 through NRS
5 116.31168, or as required by the CC&Rs.

6 **30.** A recorded notice of default must “describe the deficiency in payment.”

7 **31.** The above-identified Notice of Default did not properly “describe the deficiency
8 in payment” in violation of NRS Chapter 116.

9 **32.** The HOA assessment lien and foreclosure notices included improper fees and
10 costs in amount demanded.

11 **33.** The HOA Sale occurred without notice to Plaintiff, or its predecessors, agents,
12 servicers or trustees, what proportion whether any amount of the HOA lien included a super-
13 priority amount.

14 **34.** The HOA Sale occurred without notice to Plaintiff, or its predecessors, agents,
15 servicers or trustees, whether the HOA was foreclosing on the “super-priority” portion of its lien,
16 if any, or under the non-super-priority portion of the lien.

17 **35.** The HOA Sale occurred without notice to Plaintiff, or its predecessors, agents,
18 servicers or trustees, of a right to cure the delinquent assessments and the super-priority lien, if
19 any.

20 **36.** The HOA Sale violated Plaintiff’s rights to due process because Plaintiff was not
21 given proper, adequate notice and the opportunity to cure the deficiency or default in the
22 payment of the HOA’s assessments and the super-priority lien, if any.

23 **37.** The HOA Sale was an invalid sale and could not have extinguished Plaintiff’s
24 secured interest because of defects in the notices given to Plaintiff, or its predecessors, agents,
25 servicers or trustees, if any.

26 **38.** Under NRS Chapter 116, a lien under NRS 116.3116(1) can only include costs
27

28 ⁸ A true and correct copy of the current HOA CC&R’s recorded as Book and Instrument Number
20050725-0001977 is attached hereto as **Exhibit 8**.

1 and fees that are specifically enumerated in the statute.

2 **39.** A homeowner's association may only collect as a part of the super priority lien (a)
3 nuisance abatement charges incurred by the association pursuant to NRS 116.310312 and (b)
4 nine months of common assessments which became due prior to the institution of an action to
5 enforce the lien.

6 **40.** Upon information and belief, the HOA Foreclosure Notices included improper
7 fees and costs in the amount demanded.

8 **41.** The attorney's fees and the costs of collecting on a homeowner's association lien
9 cannot be included in the super-priority lien.

10 **42.** Upon information and belief, the HOA assessment lien and foreclosure notices
11 included fines, interest, late fees, dues, attorney's fees, and costs of collection that are not
12 properly included in a super-priority lien under Nevada law and that are not permissible under
13 NRS 116.3102 et seq.

14 **43.** The HOA Sale did not comply with NRS 116.3102 et seq. because none of the
15 aforementioned notices identified above identified what portion of the claimed lien were for
16 alleged late fees, interest, fines/violations, or collection fees/costs.

17 **44.** The HOA Sale deprived Plaintiff of its right to due process because the
18 foreclosure notices failed to identify the super-priority amount, to adequately describe the
19 deficiency in payment, to provide Plaintiff notice of the correct super-priority amount, and to
20 provide a reasonable opportunity to satisfy that amount.

21 **45.** Alternatively, the sale itself was valid but Buyer took its interest subject to
22 Plaintiff's first position Deed of Trust.

23 **46.** The HOA Sale is unlawful and void because the "opt-in" provision in NRS
24 116.3116 does not satisfy Constitutional Due Process safeguards under the 5th and 14th
25 Amendment to the United States Constitution, nor Clause 1, Section 8, of the Nevada
26 Constitution, so that the statute is unconstitutional on its face.

27 **47.** The HOA Sale is unlawful and void because the statutory scheme set forth in
28 NRS 116.3116, et seq. constitutes a regulatory taking of private property without adequate

1 compensation.

2 **48.** NRS Chapter 116 is unconstitutional on its face as it lacks any express
3 requirement for the HOA or its agents to provide notice of a foreclosure to the holder of a first
4 deed of trust or mortgage.

5 **49.** NRS Chapter 116 is unconstitutional on its face as it lacks any express
6 requirement for the HOA or its agents to provide notice of the super-priority amount, if any, to
7 the holder of a first deed of trust or mortgage to accept tender of the super-priority amount or any
8 amount from the holder.

9 **50.** NRS Chapter 116 is unconstitutional on its face due to vagueness and ambiguity.

10 **51.** The HOA Sale Plaintiff of its right to due process because the foreclosure notices
11 failed to identify that an attempt to pay the super-priority amount had been made.

12 **52.** A homeowner's association sale must be done in a commercially reasonable
13 manner.

14 **53.** At the time of the HOA Sale, the amount owed on the Coleman Loan exceeded
15 \$135,700.00.

16 **54.** Upon information and belief, at the time of the HOA Sale, the fair market value of
17 the Property exceeded \$144,242.00.

18 **55.** The amount paid at the HOA Sale allegedly totaled \$10,000.00.

19 **56.** The HOA Sale was not commercially reasonable, and the HOA Sale was not done
20 in good faith, in light of the sale price, and the market value of the Property, and the errors
21 alleged above.

22 **57.** The circumstances of the HOA Sale of the Property breached the HOA's
23 obligations of good faith under NRS 116.1113 and its duty to act in a commercially reasonable
24 manner.

25 **58.** The HOA Sale by which Buyer took its interest was commercially unreasonable if
26 it extinguished Plaintiff's Deed of Trust.

27 **59.** In the alternative, the HOA Sale was an invalid sale and could not have
28 extinguished Plaintiff's secured interest because it was not a commercially reasonable sale.

1 **60.** Without providing Plaintiff, or its predecessors, agents, servicers or trustees,
 2 notice of the correct super-priority amount and a reasonable opportunity to satisfy that amount,
 3 including its failure to identify the super-priority amount and its failure to adequately describe
 4 the deficiency in payment as required by Nevada law, the HOA Sale is commercially
 5 unreasonable and deprived Plaintiff of its right to due process.

6 **61.** Pursuant to NRS 116.31162(1) an association may only proceed with foreclosure
 7 under NRS 116.31162-116.31168 if the declaration or CC&Rs so provide.

8 **62.** The CC&Rs for the HOA provide in Section 5.08 of the CC&Rs, “no lien created
 9 under this Article V or under any other Article of this Declaration, nor any lien arising by reason
 10 of any breach of this Declaration, nor the enforcement of any provision of this Declaration, shall
 11 defeat or render invalid the rights of the beneficiary under any Recorded Mortgage of first and
 12 senior priority now or hereafter upon a Lot, made in good faith and for value perfected before the
 13 date on which the Assessment sought to be enforced became delinquent.” (hereinafter,
 14 “Mortgagee Protection Clause”)⁹

15 **63.** The CC&Rs for the HOA provide in Section 8.01 that “an institutional holder,
 16 insurer, insurer or guarantor of a first Mortgage who provides written request to the Association.
 17 . . . will be entitled to timely written notice of: . . . (b) Any delinquency in the payment of
 18 Assessments or charges owed by an Owner of a Lot subject to the Mortgage of such Eligible
 19 Holder when such delinquency has continued for a period of sixty (60) days[.]”¹⁰

20 **64.** Because the recorded CC&Rs contained a Mortgagee Protection Clause, and
 21 because Plaintiff, or its predecessors, agents, servicers or trustees, were not given proper notice
 22 that the HOA intended to foreclose on the super-priority portion of the dues owe, Plaintiff did
 23 not know that it had to attend the HOA Sale to protect its security interest.

24 **65.** Because the recorded CC&Rs contained a Mortgagee Protection Clause, and
 25 because proper notice that the HOA intended to foreclose on the super-priority portion of the
 26 dues owing was not given, prospective bidders did not appear for the HOA Sale, making the

27 ⁹ A true and correct copy of the current HOA CC&R’s recorded as Book and Instrument Number
 28 20050725-0001977 is attached hereto as **Exhibit 8**.

¹⁰ Id.

1 HOA Sale commercially unreasonable.

2 **66.** Defendants knew that Plaintiff would rely on the Mortgagee Protection Clause
3 contained in the recorded CC&Rs which are of public record, and knew that Plaintiff would not
4 know that HOA was foreclosing on super-priority amounts because of the failure of HOA and
5 HOA Trustee to provide such notice. Plaintiff's absence from the HOA Sale allowed Buyer to
6 appear at the HOA Sale and purchase the Property for a fraction of market value, making the
7 HOA Sale commercially unreasonable.

8 **67.** Defendants knew that prospective bidders would be less likely to attend the HOA
9 Sale because the public at large believed that Plaintiff was protected under the Mortgagee
10 Protection Clause in the CC&Rs of public record, and that the public at large did not receive
11 notice, constructive or actual, that the HOA was foreclosing on a super-priority portion of its lien
12 because HOA and HOA Trustee improperly failed to provide such notice. The general public's
13 belief therefore was that a buyer at the HOA Sale would take title to the Property subject to
14 Plaintiff's Deed of Trust. This general belief resulted in the absence of prospective bidders at the
15 HOA Sale, which allowed Buyer to appear at the HOA Sale and purchase the Property for a
16 fraction of market value, making the HOA Sale commercially unreasonable.

17 **68.** The circumstances of the HOA Sale of the Property breached the HOA's and the
18 HOA Trustee's obligations of good faith under NRS 116.1113 and their duty to act in a
19 commercially reasonable manner.

20 **69.** Upon information and belief, Buyer is in the business of buying and selling real
21 estate and/or is otherwise a professional property purchaser, and either knew or should have
22 known of defects with the HOA Sale based on the sales price, among other factors.

23 **70.** The circumstances of the HOA Sale of the Property and Buyer's status as a
24 professional property purchaser prevent Buyer from being deemed a bona fide purchaser for
25 value.

26 **71.** Upon information and belief, Buyer had actual, constructive or inquiry notice of
27 Plaintiff's first Deed of Trust, and the CC&Rs including the Mortgage Protection Clause which
28 prevents Buyer from being deemed a bona fide purchaser or encumbrancer for value.

1 **72.** Upon information and belief, Buyer knew or should have known that it would not
2 be able to obtain insurable title to the Property as a result of the HOA Sale.

3 **73.** As a direct and proximate result of the foregoing, Buyer is not entitled to bona
4 fide purchaser protection.

5 **74.** In the event Plaintiff's interest in the Property is not reaffirmed nor restored,
6 Plaintiff suffered damages in the amount of the fair market value of the Property or the unpaid
7 balance of the Coleman Loan and Deed of Trust, at the time of the HOA Sale, whichever is
8 greater, as a proximate result of Defendant's acts and omissions.

9 **FIRST CAUSE OF ACTION**
10 **(Quiet Title/Declaratory Relief Pursuant to 28 U.S.C. § 2201,**
 NRS 30.010 et seq., and NRS 40.010)

11 **75.** Plaintiff incorporates and re-alleges all previous paragraphs, as if fully set forth
12 herein.

13 **76.** Pursuant to 28 U.S.C. § 2201, NRS 30.010 et seq., and NRS 40.010, this Court
14 has the power and authority to declare Plaintiff's rights and interests in the Property and to
15 resolve Defendant's adverse claims in the Property.

16 **77.** Further, pursuant to NRS 30.010 et seq., this Court has the power and authority to
17 declare the rights and interests of the parties following the acts and omissions of the HOA and
18 HOA Trustee in foreclosing the Property.

19 **78.** Plaintiff's Deed of Trust is the first secured interest on the Property as intended by
20 and whose priority is protected by NRS 116.3116(2)(b).

21 **79.** Upon information and belief, Buyer claims an interest in the Property through a
22 Trustee's Deed Upon Sale recorded in the Clark County Recorder's Office as Book and
23 Instrument Number 2013092-00001393 that is adverse to Plaintiff's interest.

24 **80.** Plaintiff is the current beneficiary under the Deed of Trust and the Coleman Loan
25 and is entitled to enforce its interest and first position status in the chain of title against Buyer, or
26 any successor in interest, for the reasons alleged herein.

27 **81.** Because the Coleman Loan is a VA insured loan, it is a federally protected
28 property interest that cannot be divested by the actions of the Nevada Legislature through NRS

Chapter 116.

82. Because the CC&Rs and the Mortgage Protection Clause did not provide the HOA with authority to foreclose on the Property, the HOA Sale could not have extinguished the Deed of Trust or displaced it from its first position status in the chain of title, such that Buyer took subject to the Deed of Trust. Or in the alternative, the HOA Sale is void, invalid and/or should be set aside.

83. Because, upon information and belief, the HOA and the HOA Trustee failed to provide proper, adequate and sufficient notices required by Nevada law and the CC&Rs, the HOA Sale could not have extinguished the Deed of Trust or displaced it from its first position status in the chain of title, such that Buyer took subject to the Deed of Trust. Or in the alternative, the HOA Sale is void, invalid and/or should be set aside.

84. Based on the adverse claims being asserted by the parties, Plaintiff is entitled to a judicial determination regarding the rights and interests of the respective parties to the case.

85. A justiciable controversy exists between Plaintiff and Defendant and Plaintiff has a legally protectable interest in the controversy. The issue is ripe for judicial determination.

86. For all the reasons set forth above and in the Factual Background, Plaintiff is entitled to a determination from this Court, pursuant to 28 U.S.C. § 2201, NRS 30.010 and NRS 40.010, that Plaintiff is the beneficiary of a first position Deed of Trust which still encumbers the Property.

87. Based upon the foregoing, Plaintiff is entitled to a determination from this Court, pursuant to 28 U.S.C. § 2201, NRS 30.010 and NRS 40.010, that the purported HOA Sale did not extinguish the Deed of Trust because it was conducted in violation of NRS 116.3116 *et seq.* and the CC&Rs.

88. Plaintiff is entitled to a determination from this Court, pursuant to 28 U.S.C. § 2201, NRS 30.010 and NRS 40.010, that Plaintiff's secured interest by virtue of its Deed of Trust is superior to the interest, if any, acquired by Buyer through the Trustee's Deed Upon Sale and all other parties, if any.

89. In the alternative, if it is found under state law that Plaintiff's interest could have

1 been extinguished by the HOA Sale, for all the reasons set forth above and in the Factual
2 Background, Plaintiff is entitled to a determination from this Court, pursuant to 28 U.S.C. §
3 2201, NRS 30.010 and NRS 40.010, that the HOA Sale was void, invalid and/or should be set
4 aside and conveyed no legitimate interest to Buyer.

5 **90.** Plaintiff has been compelled to retain counsel to represent it in this matter and has
6 and will continue to incur attorney's fees and costs.

7 **SECOND CAUSE OF ACTION**
8 **(Declaratory Relief Under Amendments V and XIV**
9 **to the United States Constitution – Against All Defendants)**

10 **91.** Plaintiff incorporates and re-alleges all previous paragraphs, as if fully set forth
11 herein.

12 **92.** Pursuant to 28 U.S.C. § 2201, this Court is empowered to declare the rights and
13 legal relations of the parties in this matter, both generally and in relation to the foreclosure sale
14 and the Property.

15 **93.** On its face, NRS 116.3116 *et seq.*, prior to its amendment effective October 1,
16 2015, violated Plaintiff's constitutional rights to due process secured by the Fifth and Fourteenth
17 Amendments to the United States Constitution. *See Bourne Valley Court Trust v. Wells Fargo*
18 *Bank, N.A.*, 832 F.3d 1154 (9th Cir. 2016).

19 **94.** Any purported notice provided was inadequate, insufficient, and in violation of
20 Plaintiff's rights to due process.

21 **95.** An actual and justiciable controversy exists between Plaintiff and Defendants
22 regarding the purported HOA Sale and the rights associated with the HOA Sale.

23 **96.** Without declaratory relief interpreting the constitutional validity of NRS
24 116.3116 *et seq.* prior to its amendment effective October 1, 2015, Plaintiff's rights will be
25 adversely affected.

26 **97.** Plaintiff is entitled to a declaration that the purported HOA Sale conducted under
27 NRS 116.3116 *et seq.* did not extinguish the Deed of Trust, which continued as a valid
28 encumbrance against the Property.

107. Plaintiff is entitled to a determination that the HOA Sale (and any subsequent transfers) did not convey the Property free and clear of the Deed of Trust to the Buyer at the HOA Sale, and thus that any interest acquired by Buyer is subject to the Deed of Trust.

108. Plaintiff has been compelled to retain counsel to represent it in this matter and has and will continue to incur attorney's fees and costs.

FOURTH CAUSE OF ACTION
(Permanent and Preliminary Injunction versus Buyer)

109. Plaintiff incorporates by reference the allegations of all previous paragraphs, as if fully set forth herein.

110. As set forth above, Buyer may claim an ownership interest in the Property that is adverse to Plaintiff.

111. Any sale or transfer of the Property, prior to a judicial determination concerning the respective rights and interests of the parties to the case, may be rendered invalid if Plaintiff's Deed of Trust still encumbered the Property in first position and was not extinguished by the HOA Sale.

112. Plaintiff has a reasonable probability of success on the merits of the Complaint, for which compensatory damages will not compensate Plaintiff for the irreparable harm of the loss of title to a bona fide purchaser or loss of the first position priority status secured by the Property.

113. Plaintiff has no adequate remedy at law due to the uniqueness of the Property involved in the case.

114. Plaintiff is entitled to a preliminary injunction and permanent injunction prohibiting Buyer, its successors, assigns, and agents from conducting any sale, transfer or encumbrance of the Property if it is claimed to be superior to Plaintiff's Deed of Trust or not subject to that Deed of Trust.

115. Plaintiff is entitled to a preliminary injunction requiring Buyer to pay all taxes, insurance and homeowner's association dues during the pendency of this action.

116. Plaintiff is entitled to a preliminary injunction requiring Buyer to segregate and

1 deposit all rents with the Court or a Court-approved trust account over which Buyer has no
2 control during the pendency of this action.

3 **117.** Plaintiff has been compelled to retain counsel to represent it in this matter and has
4 and will continue to incur attorney's fees and costs.

5 **FIFTH CAUSE OF ACTION**
6 **(Unjust Enrichment versus Buyer)**

7 **118.** Plaintiff incorporates and re-alleges all previous paragraphs, as if fully set forth
8 herein.

9 **119.** Plaintiff has been deprived of the benefit of its secured deed of trust by the actions
10 of Buyer.

11 **120.** Buyer has benefitted from the unlawful HOA Sale and nature of the real property.

12 **121.** Buyer has benefitted from Plaintiff's payment of taxes, insurance or homeowner's
13 association assessments since the time of the HOA Sale.

14 **122.** Should Plaintiff's Complaint be successful in quieting title against Buyer and
15 setting aside the HOA Sale, Buyer will have been unjustly enriched by the HOA Sale and usage
16 of the Property.

17 **123.** Plaintiff will have suffered damages if Buyer is allowed to retain its interest in the
18 Property.

19 **124.** Plaintiff will have suffered damages if Buyer is allowed to retain its interest in the
20 Property and the benefit of Plaintiff's payment of taxes, insurance or homeowner's association
21 assessments since the time of the HOA Sale.

22 **125.** Plaintiff is entitled to general and special damages.

23 **126.** Plaintiff has been compelled to retain counsel to represent it in this matter and has
24 and will continue to incur attorney's fees and costs.

25 **PRAYER**

26 Wherefore, Plaintiff prays for judgment against the Defendant as follows:

- 27 1. For a declaration and determination that Plaintiff's interest is secured against the
28 Property, and that Plaintiff's first Deed of Trust was not extinguished by the HOA

1 Sale;

- 2 2. For a declaration and determination that Buyer's interest, and any and all
3 successors' interest, in the Property, if any, is subject to the Deed of Trust;
4 3. For a declaration and determination that the HOA Sale was invalid to the extent it
5 purports to convey the Property free and clear to Buyer;
6 4. In the alternative, for a declaration and determination that the HOA Sale was
7 void, invalid and/or should be set aside and conveyed no legitimate interest to
8 Buyer;
9 5. In the alternative, for a declaration and determination that the HOA Foreclosure
10 Sale did not extinguish the Deed of Trust because it was conducted under a statute
11 that facially violated Plaintiff's rights to due process;
12 6. For a preliminary injunction that Buyer, its successors, assigns, and agents are
13 prohibited from conducting a sale or transfer of the Property and representing the
14 sale is free and clear of the Deed of Trust, unless Buyer tenders payment of the
15 debt secured by the Deed of Trust, or from encumbering the Property during the
16 pendency of this action;
17 7. For a preliminary injunction that Buyer, its successors, assigns, and agents pay all
18 taxes, insurance and homeowner's association dues during the pendency of this
19 action;
20 8. For a preliminary injunction that Buyer, its successors, assigns, and agents be
21 required to segregate and deposit all rents with the Court or a Court-approved
22 trust account over which Buyer have no control during the pendency of this
23 action;

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- 1 9. If it is determined that Plaintiff's Deed of Trust has been extinguished by the
2 HOA Sale, for special damages in the amount of the fair market value of the
3 Property or the unpaid balance of the Coleman Loan and Deed of Trust, at the
4 time of the HOA Sale, whichever is greater;
- 5 10. For general and special damages;
- 6 11. For attorney's fees;
- 7 12. For costs incurred herein, including post-judgment costs; and
- 8 13. For any and all further relief deemed appropriate by this Court.

9 DATED this 30th day of January, 2017..

10 WRIGHT, FINLAY & ZAK, LLP

11 /s/ Natalie C. Lehman, Esq.

12 Dana Jonathon Nitz, Esq.

13 Nevada Bar No. 0050

14 Natalie C. Lehman, Esq.

15 Nevada Bar No. 12995

16 7785 W. Sahara Ave., Suite 200

17 Las Vegas, NV 89117

18 Tel: (702) 475-7964

19 Fax: (702) 946-1345

 Attorney for Plaintiff, Ocwen Loan Servicing, LLC

20 **EXHIBIT LIST**

21 Grant, Bargain, Sale Deed	Exhibit 1
22 Deed of Trust	Exhibit 2
23 Assignment of Deed of Trust	Exhibit 3
24 Notice of Delinquent Assessment Lien	Exhibit 4
25 Notice of Default and Election to Sell Under Homeowners 26 Association Lien	Exhibit 5
27 Notice of Trustee's Sale	Exhibit 6
28 Trustee's Deed Upon Sale	Exhibit 7
HOA's CC&Rs	Exhibit 8

THE LAW OFFICE OF VERNON NELSON
ATTORNEY AT LAW

OOJ
VERNON A. NELSON, JR., ESQ.
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E-mail: vnelson@nelsonlawfirmly.com
Attorneys for Defendant Chersus Holding, LLC

DISTRICT COURT

COUNTY OF CLARK, STATE OF NEVADA

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Case No.: A-14-696357-C
Dept No.: IV

Plaintiff,

v.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; First 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, A Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive

OFFER OF JUDGMENT

Defendant,

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant

PLEASE TAKE NOTICE that pursuant to NRCP 68, Defendant/Counterclaimant, CHERSUS HOLDINGS, LLC, (hereinafter “Chersus”), by and through its attorney of record, Vernon Nelson, Esq., of The Law Office of Vernon Nelson, hereby offers to Plaintiff, OCWEN LOAN SERVICING, LLC the total lump sum amount of **\$25,000.00**, (TWENTY-FIVE THOUSAND DOLLARS and ZERO CENTS), inclusive of taxable costs, interest; and attorney’s fees, in exchange for a voluntary dismissal

AA3279

1 of this action with prejudice and disclaiming any interest in the real property commonly known as 5946
2 Lingering Breeze Street, Las Vegas, Nevada 89148.

3 This Offer of Judgment is made for the purposes specified in NRCP Rule 68, which is
4 incorporated herein by this reference as if set forth herein at length; and shall not be construed as a
5 waiver of any of Chersus' rights in this matter, all of which are expressly retained; or an admission of
6 any kind whatsoever. This offer shall expire as set forth in NRCP 68.

7 DATED this 26th day of December, 2018

THE LAW OFFICE OF VERNON NELSON

8
9 *Vernon A. Nelson, Jr.*

By: _____

VERNON NELSON, ESQ.

Nevada Bar No.: 6434

9480 S. Eastern Avenue, Suite 252

Las Vegas, NV 89123

Attorneys for Chersus Holdings, LLC

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PROOF OF SERVICE
OCWEN LOAN SERVICING, LLC v. CHERSUS HOLDINGS, LLC
Case No.: A-14-696357-C

I, Coreene Drose, declare:

I am over the age of eighteen (18) years and not a party to the within entitled action. I am employed by The Law Office of Vernon Nelson, PLLC, 9480 S. Eastern Avenue, Suite 252, Las Vegas, Nevada 89123. I am readily familiar with The Law Office of Vernon Nelson, PLLC's practice for collection and processing of documents for delivery by way of the service indicated below.

On December 26, 2018, I served the following document(s):

DEFENDANT/COUNTERCLAIMANT, CHERSUS HOLDINGS, LLC'S OFFER OF JUDGMENT

on the interested party(ies) in this action as follows:

"Robert E. Atkinson, Esq." .	robert@nv-lawfirm.com
Alexandria Raleigh .	ARaleigh@lawhjc.com
Brody Wight .	bwight@kochscow.com
Kristin Schuler-Hintz .	dcnv@mccarthyholthus.com
NVEfile .	nvefile@wrightlegal.net
Paralegal .	bknotices@nv-lawfirm.com
Staff .	aeshenbaugh@kochscow.com
Steven B. Scow .	sscow@kochscow.com
Thomas N. Beckom .	tbeckom@mccarthyholthus.com

By Electronic Service. Pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR I caused said documents(s) to be transmitted to the person(s) identified in the E-Service List for this captioned case in Odyssey E-File & Serve of the Eighth Judicial District Court, County of Clark, State of Nevada. A service transmission report reported service as complete and a copy of the service transmission report will be maintained with the document(s) in this office.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

/s/ Coreene Drose
An Employee of the Law Offices of Vernon Nelson



INVOICE

Invoice # 852
Date: 10/12/2017
Due On: 11/11/2017

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

434.00001

Chersus - Ocwen - A696357

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	09/03/2017	Review and respond to communication with [REDACTED]	VN	0.20	\$275.00	\$55.00
Service	09/08/2017	Receive and review case file in order to assess next steps.	MI	0.50	\$225.00	\$112.50
Service	09/20/2017	Receive and review pleadings in order to determine next steps.	MI	2.20	\$225.00	\$495.00
Service	09/20/2017	Draft and prepare email to former counsel to demand all files.	MI	0.20	\$225.00	\$45.00
Service	09/20/2017	Receive and review Ocwen's Motion to Leave to Amend its Complaint. Draft and prepare email to V. Nelson to [REDACTED]	MI	0.40	\$225.00	\$90.00
Service	09/22/2017	Receive and review email from D. Brenner [REDACTED]	MI	0.30	\$225.00	\$67.50
Service	09/22/2017	Receive and review email from J. Wendland wherein he advised that this [REDACTED]	MI	0.20	\$225.00	\$45.00

Service	09/22/2017	Review and respond to communication from counsel [REDACTED]	VN	0.20	\$275.00	\$55.00
Service	09/30/2017	Review new files from W [REDACTED] D and [REDACTED]	VN	0.60	\$275.00	\$165.00

Subtotal \$1,130.00

Total \$1,130.00

Payment (11/21/2017) -\$1,130.00

Balance Owning \$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
852	11/11/2017	\$1,130.00	\$1,130.00	\$0.00

Outstanding Balance \$402.13

Total Amount Outstanding \$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



THE LAW OFFICE OF
VERNON NELSON

INVOICE

Invoice # 904
Date: 11/14/2017
Due On: 12/14/2017

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

434.00001

Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	10/01/2017	Review and respond to communication with opposing counsel regarding motion to amend complaint	VN	0.30	\$275.00	\$82.50
Service	10/01/2017	Review and respond to communication with client regarding [REDACTED]	VN	0.20	\$275.00	\$55.00
Service	10/02/2017	Meeting with client to discuss [REDACTED].	MI	1.00	\$250.00	\$250.00
Service	10/02/2017	Prepare for and attend meeting with client	VN	1.30	\$275.00	\$357.50
Services Subtotal						\$745.00

Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	10/02/2017	DA	E112 Court fees: filing fee	1.00	\$3.50	\$3.50
Expense	10/02/2017	DA	E107 Delivery services/messengers: runner fee, Inv. 2890	1.00	\$15.00	\$15.00
Expenses Subtotal						\$18.50
Subtotal						\$763.50
Total						\$763.50

Payment (11/21/2017)	-\$763.50
Balance Owing	\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
904	12/14/2017	\$763.50	\$763.50	\$0.00
Outstanding Balance				\$402.13
Total Amount Outstanding				\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



THE LAW OFFICE OF
VERNON NELSON

INVOICE

Invoice # 973
Date: 12/20/2017
Due On: 01/19/2018

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

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Chersus - Ocwen - A696357

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	11/02/2017	Review and analyze the minute order regarding Plaintiff's motion for leave to amend.	MI	0.20	\$250.00	\$50.00
Service	11/06/2017	Review and respond to communication from court regarding motion for summary judgment filed by United legal services against OCWEN	VN	0.30	\$275.00	\$82.50
Service	11/08/2017	Reviewing Motion for Summary Judgment [REDACTED]	MI	0.50	\$250.00	\$125.00
Service	11/08/2017	Examining ILS's Motion for Summary Judgment to determine [REDACTED]	MI	0.50	\$250.00	\$125.00
Service	11/08/2017	Researching defenses to Statute of Limitations assertions in order to effectively draft a motion for summary judgment on some of plaintiff's causes of action.	MI	1.00	\$250.00	\$250.00
Service	11/17/2017	Review and respond to communication with court regarding OCWEN's written discovery to defendant Southern Terrace homeowners Association	VN	0.40	\$275.00	\$110.00
Service	11/20/2017	Telephone call to John Wendland regarding [REDACTED]	MI	0.20	\$225.00	\$45.00

Service	11/21/2017	Prepare for and attend meeting with client, Jay Bloom, and VN regarding [REDACTED]	MI	1.00	\$225.00	\$225.00
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Subtotal **\$1,012.50**

Total **\$1,012.50**

Payment (03/17/2018) **-\$1,012.50**

Balance Owing **\$0.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
973	01/19/2018	\$1,012.50	\$1,012.50	\$0.00
Outstanding Balance				\$402.13
Total Amount Outstanding				\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



INVOICE

Invoice # 1056
Date: 01/18/2018
Due On: 02/17/2018

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

434.00001

Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	12/04/2017	Analyze opposition to motion filed by O WEN	VN	0.80	\$275.00	\$220.00
Service	12/07/2017	Analyze and respond to correspondence with opposing counsel regarding the continued hearing on the motion for summary judgment.	MI	0.20	\$225.00	\$45.00
Service	12/07/2017	Review and respond to communication with opposing counsel regarding partial motion for summary judgment	VN	0.30	\$275.00	\$82.50
Service	12/13/2017	Analyze and respond to communications with prior counsel regarding [REDACTED]	MI	0.20	\$225.00	\$45.00
Service	12/15/2017	Review and respond to communication with court regarding order granting O W EN's motion for leave to amend complaint	VN	0.20	\$275.00	\$55.00
Service	12/19/2017	Analyze file regarding discovery that has been completed to date and prepare email to counsel regarding extending discovery.	MI	0.30	\$225.00	\$67.50
Service	12/19/2017	Prepare email to client regarding [REDACTED]	MI	0.30	\$225.00	\$67.50
Service	12/19/2017	Prepare correspondence to counsel regarding client's availability for deposition.	MI	0.10	\$225.00	\$22.50

Service	12/19/2017	Analyze file to isolate documents needed for the deposition of United Legal Services.	MI	1.00	\$225.00	\$225.00
Service	12/20/2017	Draft Stip and Order to Extend Discovery Deadlines 4th request	DA	0.58	\$0.00	\$0.00
Service	12/20/2017	Analyze and respond to correspondence with counsel regarding extending discovery.	MI	0.20	\$225.00	\$45.00
Service	12/20/2017	Draft stipulation and order to extend discovery deadlines and trial and email draft stipulation to counsel for execution.	MI	0.70	\$225.00	\$157.50
Service	12/20/2017	Prepare for and attend to the deposition of United Legal Services.	MI	4.50	\$225.00	\$1,012.50
Service	12/21/2017	Analyze and respond to correspondence regarding the stipulation and order to extend discovery and revise the stipulation accordingly.	MI	0.30	\$225.00	\$67.50
Service	12/21/2017	Analyze and respond to communication with opposing counsel regarding United Legal Services deposition.	MI	0.30	\$225.00	\$67.50
Service	01/16/2018	Analyze and respond to correspondence regarding extending discovery.	MI	0.20	\$225.00	\$45.00
Service	01/18/2018	Analyze and respond to correspondence from opposing counsel regarding discovery extension.	MI	0.20	\$225.00	\$45.00
Service	01/19/2018	Draft correspondence to client [REDACTED]	MI	0.20	\$225.00	\$45.00
Services Subtotal						\$2,315.00

Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	12/13/2017	VN	PA/E charges	1.00	\$13.97	\$13.97
Expenses Subtotal						\$13.97
Subtotal						\$2,328.97
Total						\$2,328.97
Payment (03/17/2018)						-\$2,323.97
Balance Owning						\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1056	02/17/2018	\$2,328.97	\$2,328.97	\$0.00

Outstanding Balance	\$402.13
Total Amount Outstanding	\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



THE LAW OFFICE OF
VERNON NELSON

INVOICE

Invoice # 1268
Date: 04/23/2018
Due On: 05/21/2018

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

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Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	03/06/2018	Draft correspondence to opposing counsel regarding [REDACTED] settlement offer.	MI	0.20	\$225.00	\$45.00
Service	03/06/2018	Draft correspondence to client to schedule his deposition.	MI	0.10	\$225.00	\$22.50
Service	03/09/2018	Review and finalize the answer to the second amended complaint and counterclaim.	MI	0.50	\$225.00	\$112.50
Service	03/09/2018	Review and respond to communication with opposing counsel regarding answer and counterclaim	VN	0.40	\$275.00	\$110.00
Service	03/12/2018	Reviewing Second Amended Complaint in order to draft Answer.	MI	0.40	\$150.00	\$60.00
Service	03/12/2018	Drafting Answer to Second Amended Complaint.	MI	2.00	\$150.00	\$300.00
Service	03/12/2018	Further analyzing file in order to draft a counter claim to include within our answer to the Second Amended complaint.	MI	0.70	\$150.00	\$105.00
Service	03/12/2018	Drafting counterclaim to include within our Answer to the second Amended Complaint.	MI	2.50	\$150.00	\$375.00
Services Subtotal						\$1,130.00

Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	03/01/2018	DA	E112 Court fees: Filing Fee	1.00	\$3.50	\$3.50
Expense	03/01/2018	DA	E115 Deposition transcripts: Deposition Transcripts of Robert Atkinson	1.00	\$527.24	\$527.24
Expense	03/02/2018	MI	Filing Fees	1.00	\$3.50	\$3.50
Expense	03/05/2018	CL	E112 Court fees: Veritext Invoice A3205961 1/9/18	1.00	\$519.45	\$519.45
Expense	03/09/2018	DA	E112 Court fees: Filing Fee	1.00	\$3.50	\$3.50
Expense	03/10/2018	CL	E112 Court fees	1.00	\$3.50	\$3.50
Expense	03/12/2018	MI	Court Filing Fees	1.00	\$3.50	\$3.50
Expenses Subtotal						\$1,064.19
Subtotal						\$2,194.19
Total						\$2,194.19
Payment (05/02/2018)						-\$2194.19
Balance Owing						\$0.00

Detailed Statement of Account**Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1268	05/21/2018	\$2,194.19	\$2,194.19	\$0.00
Outstanding Balance				\$402.13

Total Amount Outstanding \$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 28 days.



INVOICE

Invoice # 1305
Date: 05/25/2018
Due On: 06/24/2018

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

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Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	04/09/2018	Meeting with client to [REDACTED] [REDACTED]	MI	0.60	\$225.00	\$135.00
Service	04/09/2018	Analysis of client's discovery responses in order to isolate additional potential deposition questions and email same to client.	MI	0.50	\$225.00	\$112.50
Service	04/10/2018	Prepare for and attend client's deposition.	MI	2.85	\$225.00	\$641.25
Services Subtotal						\$888.75

Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	04/09/2018	DA	E101 Copying: Printing 146 pages	1.00	\$21.90	\$21.90
Expense	04/25/2018	DA	E115 Deposition transcripts: Deposition of Jagdish Mehta	1.00	\$357.90	\$357.90
Expenses Subtotal						\$379.80

Subtotal \$1,268.55

Total \$1,268.55

Payment (07/03/2018) -\$1,268.55

Balance Owing \$0.00**Detailed Statement of Account****Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1305	06/24/2018	\$1,268.55	\$1,268.55	\$0.00
Outstanding Balance				\$402.13
Total Amount Outstanding				\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



THE LAW OFFICE OF
VERNON NELSON

INVOICE

Invoice # 1360
Date: 06/27/2018
Due On: 07/27/2018

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

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Chersus - Ocwen - A696357

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	05/16/2018	VN	Court reporter charges	1.00	\$552.06	\$552.06
Expense	05/17/2018	VN	PA/E charges	1.00	\$23.32	\$23.32
Subtotal						\$575.38
Total						\$575.38
Payment (08/05/2018)						-\$575.38
Balance Owing						\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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1360	07/27/2018	\$575.38	\$575.38	\$0.00
Outstanding Balance				\$402.13
Total Amount Outstanding				\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.

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INVOICE

Invoice # 1404
Date: 07/26/2018
Due On: 08/25/2018

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

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Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	06/13/2018	Analysis of filed block's Motion to Dismiss Ocwen's complaint to determine [REDACTED].	MI	0.30	\$225.00	\$67.50
Service	06/28/2018	Draft correspondence to counsel for Ocwen regarding settlement.	MI	0.30	\$225.00	\$67.50
Services Subtotal						\$135.00

Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	06/28/2018	DA	E112 Court fees: Pacer fees	1.00	\$24.97	\$24.97
Expenses Subtotal						\$24.97
Subtotal						\$159.97
Total						\$159.97
Payment (09/03/2018)						-\$159.97
Balance Owing						\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1404	08/25/2018	\$159.97	\$159.97	\$0.00

Outstanding Balance	\$402.13
Total Amount Outstanding	\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



THE LAW OFFICE OF
VERNON NELSON

INVOICE

Invoice # 1543
Date: 08/31/2018
Due On: 09/30/2018

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

434.00001

Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	07/16/2018	Analysis of file to isolate documents and/or information that needs to be disclosed prior to the close of discovery.	MI	1.00	\$225.00	\$225.00
Service	07/17/2018	Analysis of file to isolate all documents produced and supplemented between all parties including identifying witnesses and their anticipated testimony in preparation of upcoming discovery deadlines and drafting 16.1 disclosure 1.0 Prepare exhibits of transactional documents pursuant to NPP 16.1 in order to disclose to all parties 2 Prepare Defendant's Initial 16.1 E Disclosure to include additional witnesses and their anticipated testimony and various transactional documents 1.0	MA	2.20	\$0.00	\$0.00
Service	07/18/2018	Review and respond to correspondence with counsel for Ocwen regarding settlement discussions.	MI	0.30	\$225.00	\$67.50
Service	07/18/2018	Review of amended notice of taking deposition of Southern Terrace HOA.	MI	0.10	\$225.00	\$22.50
Service	07/19/2018	Review and finalize initial discovery responses.	MI	0.30	\$225.00	\$67.50
Service	07/23/2018	Meeting with opposing counsel to discuss settlement.	MI	0.20	\$225.00	\$45.00

Service	07/23/2018	Review and respond to correspondence with client [REDACTED].	MI	0.30	\$225.00	\$67.50
Service	07/23/2018	Draft correspondence to opposing counsel conveying settlement offer.	MI	0.20	\$225.00	\$45.00
Services Subtotal						\$540.00

Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	07/16/2018	DA	E115 Deposition transcripts: Invoice # a3321690 4/10/18	1.00	\$368.80	\$368.80
Expenses Subtotal						\$368.80
Subtotal						\$908.80
Total						\$908.80
Payment (10/03/2018)						-\$908.00
Balance Owing						\$0.00

Detailed Statement of Account**Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1543	09/30/2018	\$908.80	\$908.80	\$0.00
Outstanding Balance				\$402.13
Total Amount Outstanding				\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



THE LAW OFFICE OF
VERNON NELSON

INVOICE

Invoice # 1551
Date: 09/25/2018
Due On: 10/25/2018

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

434.00001

Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	08/01/2018	Analyze and respond to communication from court regarding Association's response to written discovery requests.	VN	0.20	\$275.00	\$55.00
Service	08/03/2018	Analyze and respond to correspondence from counsel for Ocwen regarding discovery deadlines.	MI	0.30	\$225.00	\$67.50
Service	08/08/2018	Analyze and respond to correspondence regarding the stipulation to extend the dispositive deadline.	MI	0.30	\$225.00	\$67.50
Service	08/08/2018	Analyze the stipulation to continue the dispositive motion deadline.	MI	0.20	\$225.00	\$45.00
Service	08/10/2018	Analyze of amended order setting trial.	MI	0.20	\$225.00	\$45.00
Service	08/10/2018	Analyze and execute stipulation to extend dispositive motion deadline.	MI	0.30	\$225.00	\$67.50
Service	08/13/2018	Review of correspondence from opposing counsel regarding dispositive motion deadline.	MI	0.20	\$225.00	\$45.00
Service	08/20/2018	Draft correspondence to client [REDACTED]	MI	0.20	\$225.00	\$45.00
Service	08/22/2018	Analysis of Ocwen's discovery responses regarding [REDACTED]	MI	1.00	\$225.00	\$225.00



Services Subtotal	\$662.50
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Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	08/13/2018	DA	E115 Deposition transcripts: Deposition Transcripts	1.00	\$374.50	\$374.50
Expense	08/22/2018	DA	E115 Deposition transcripts: Veritext Invoice #: <input type="checkbox"/> A3452651	1.00	\$347.20	\$347.20

Expenses Subtotal	\$721.70
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Subtotal	\$1,384.20
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Total	\$1,384.20
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Payment (10/03/2018)	-\$1,384.20
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Balance Owing	\$0.00
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Detailed Statement of Account**Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1551	10/25/2018	\$1,384.20	\$1,384.20	\$0.00

Outstanding Balance	\$402.13
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Total Amount Outstanding	\$402.13
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Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



INVOICE

Invoice # 1631
Date: 11/03/2018
Due On: 12/03/2018

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

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Chersus - Ocwen - A696357

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	09/01/2018	Analyze and respond to communication with opposing counsel regarding HOA's initial disclosures	VN	0.20	\$275.00	\$55.00
Service	09/06/2018	Analyze and respond to communication from court regarding [redacted]edrock financial services motion to dismiss	VN	0.20	\$275.00	\$55.00
Service	09/22/2018	Analyze and respond to communication from opposing counsel regarding Stipulation and order to continue deadline for dispositive motions and continue trial date.	VN	0.20	\$275.00	\$55.00
Service	09/28/2018	[redacted]review correspondence from VAN regarding [redacted]	MI	1.00	\$225.00	\$225.00

Subtotal \$390.00

Total \$390.00

Payment (12/11/2018) -\$390.00

Balance Owing \$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1631	12/03/2018	\$390.00	\$390.00	\$0.00

Outstanding Balance	\$402.13
Total Amount Outstanding	\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



THE LAW OFFICE OF
VERNON NELSON

INVOICE

Invoice # 1717
Date: 11/23/2018
Due On: 11/30/2018

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

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Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	10/13/2018	Analyze file in preparation for drafting motion for summary judgment	VN	1.50	\$275.00	\$412.50
Service	10/13/2018	Continue to analyze file in preparation for drafting motion for summary judgment	VN	1.60	\$275.00	\$440.00
Service	10/13/2018	Continue to analyze file in preparation for drafting motion for summary judgment	VN	1.80	\$275.00	\$495.00
Service	10/13/2018	Begin drafting statement of facts for motion for summary judgment	VN	3.60	\$275.00	\$990.00
Service	10/13/2018	Continued drafting statement of facts and standard of review sections of motion for summary judgment	VN	1.40	\$275.00	\$385.00
Service	10/15/2018	Analyze and respond to communication from opposing counsel regarding entering of default against First 100	VN	0.20	\$275.00	\$55.00
Service	10/17/2018	Analyze and respond to communication from opposing counsel regarding stipulation to dismiss Medrock	VN	0.20	\$275.00	\$55.00
Service	10/19/2018	Analyze and respond to communication from opposing counsel can regarding Ocwen's motion for summary judgment	VN	0.40	\$275.00	\$110.00
Service	10/20/2018	Analyze file in preparation for drafting motion for summary judgment	VN	1.10	\$275.00	\$302.50

Service	10/20/2018	Continue to analyze file in preparation for drafting motion for summary judgment	VN	2.20	\$275.00	\$605.00
Service	10/20/2018	Continued analyze file in preparation for drafting motion for summary judgment	VN	2.40	\$275.00	\$660.00
Service	10/20/2018	Analyze deposition of Roy Wordero in preparation for drafting motion for summary judgment	VN	1.20	\$275.00	\$330.00
Service	10/20/2018	Analyze deposition of Sarah Trevino preparation for drafting motion for summary judgment	VN	1.40	\$275.00	\$385.00
Service	10/21/2018	Analyze files from W D in preparation for drafting motion for summary judgment	VN	2.10	\$275.00	\$577.50
Service	10/21/2018	Continued analyze files from W D in preparation for drafting motion for summary judgment	VN	2.00	\$275.00	\$550.00
Service	10/21/2018	Analyze and respond to communication from client [REDACTED]	VN	0.20	\$275.00	\$55.00
Service	10/21/2018	Analyze Ocwen's discovery responses in preparation for drafting motion for summary judgment.	VN	3.10	\$275.00	\$852.50
Service	10/21/2018	Continued drafting motion for summary judgment	VN	2.90	\$275.00	\$797.50
Service	10/21/2018	Continued drafting motion for summary judgment	VN	2.80	\$275.00	\$770.00
Service	10/22/2018	Continue drafting motion for summary judgment	VN	3.20	\$275.00	\$880.00
Service	10/22/2018	Analyze deposition of Robert Atkinson in preparation for motion for summary judgment	VN	1.30	\$275.00	\$357.50
Service	10/22/2018	Analyze and respond to communication from opposing counsel regarding motion for summary judgment	VN	0.20	\$275.00	\$55.00
Service	10/22/2018	Continued drafting motion for summary judgment	VN	2.90	\$275.00	\$797.50
Service	10/22/2018	Continue drafting motion for summary judgment	VN	3.10	\$275.00	\$852.50
Service	10/22/2018	Draft Errata to Motion for summary judgment to identify and add exhibits in support of motion for summary judgment	VN	1.70	\$275.00	\$467.50
Services Subtotal						\$12,237.50

Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	10/26/2018	VN	PA□E□ □harges: □research	1.00	\$16.80	\$16.80
Expenses Subtotal						\$16.80
Subtotal						\$12,254.30
Total						\$12,254.30
Payment (12/07/2018)						-\$12,254.30
Balance Owing						\$0.00

Detailed Statement of Account**Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1717	11/30/2018	\$12,254.30	\$12,254.30	\$0.00
Outstanding Balance				\$402.13
Total Amount Outstanding				\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 7 days.



THE LAW OFFICE OF
VERNON NELSON

INVOICE

Invoice # 1753
Date: 12/18/2018
Due On: 01/17/2019

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

434.00001

Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Discount	Total
Service	10/22/2018	Draft errata to motion for summary judgment to identify and add exhibits in support of motion for summary judgment	VN	1.70	\$275.00	-	\$467.50
Service	11/09/2018	Analyze Ocwen's opposition to Chersus motion for summary judgment	VN	0.40	\$275.00	-	\$110.00
Service	11/13/2018	Analyze motion for summary judgment filed by southern Terrace homeowners Association	VN	0.40	\$275.00	-	\$110.00
Service	11/15/2018	Begin to drafting opposition to motion for summary judgment	VN	3.00	\$275.00	-	\$825.00
Service	11/15/2018	Continue drafting opposition to Ocwen's motion for summary judgment	VN	3.20	\$275.00	-	\$880.00
Service	11/15/2018	Continue drafting opposition Ocwen's motion for summary judgment	VN	2.70	\$275.00	-	\$742.50
Service	11/16/2018	A104 Review/analyze L120 Analysis/Strategy: Review case matter pleadings and files	SJ	1.50	\$0.00	-	\$0.00

Service	11/16/2018	Continue drafting opposition to summary judgment motion including argument that sale was not conducted in good faith	VN	2.10	\$275.00	-	\$577.50
Service	11/16/2018	Continue drafting opposition to summary judgment motion	VN	3.40	\$275.00	-	\$935.00
Service	11/21/2018	A107 AA Communicate other outside counsel L190 Other Case Assessment, Development and Administration: Analyze and respond to communications w/ opposing counsel re. SAO to continue and consolidate MSJ Hearings	S	0.20	\$250.00	-	\$50.00
Service	11/27/2018	A107 AA Communicate other outside counsel L190 Other Case Assessment, Development and Administration: Analyze and respond to communications to further communication with opposing counsel regarding SAO re. case continuance	S	0.20	\$250.00	-	\$50.00
Service	11/29/2018	A105 Communicate in firm L120 Analysis/Strategy: Meeting w/ VAN to	S	0.10	\$250.00	100.0	\$0.00

Line Item Discount Subtotal - \$25.00

Services Subtotal \$4,747.50

Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	10/20/2018	VN	Research	1.00	\$1.56	\$1.56
Expense	11/01/2018	VN	Legal Research charges	1.00	\$70.00	\$70.00
Expense	11/15/2018	VN	Legal Research charges	1.00	\$85.00	\$85.00
Expense	11/16/2018	VN	Research charges	1.00	\$75.00	\$75.00

Expenses Subtotal \$231.56

Subtotal \$4,979.06

Total \$4,979.06

Payment (01/04/2019) -\$4,979.06

Balance Owing **\$0.00****Detailed Statement of Account****Other Invoices**

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1753	01/17/2019	\$4,979.06	\$4,979.06	\$0.00
Outstanding Balance				\$402.13
Total Amount Outstanding				\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



THE LAW OFFICE OF
VERNON NELSON

INVOICE

Invoice # 1897
Date: 01/24/2019
Due On: 02/23/2019

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

434.00001

Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	12/05/2018	Analyze and respond to communication with opposing counsel regarding stipulation to continue the trial date because of five-year rule	VN	0.20	\$275.00	\$55.00
Service	12/06/2018	A107 A A communicate other outside counsel L190 Other Case Assessment, Development and Administration: Correspondence w/ O e. SAO to extend	S	0.20	\$250.00	\$50.00
Service	12/06/2018	Meeting w. VAN discuss	S	0.20	\$250.00	\$50.00
Service	12/06/2018	Analyze and respond to communication with counsel for Ocwen regarding stipulation to extend trial and potential settlement discussions	VN	0.30	\$275.00	\$82.50
Service	12/06/2018	Analyze and respond to communication with counsel for Southern Terrace homeowners Association regarding stipulation to extend trial and potential settlement discussions	VN	0.30	\$275.00	\$82.50
Service	12/06/2018	Analyze and respond to communication with client	VN	0.20	\$275.00	\$55.00

Service	12/06/2018	Analyze and respond to communication with opposing counsel	VN	0.20	\$275.00	\$55.00
Service	12/07/2018	Analyze and respond to communication with opposing counsel regarding stipulation and order to extend motion for summary judgment judgment deadline	VN	0.20	\$275.00	\$55.00
Service	12/09/2018	Analyze and respond to communication with counsel for Ocwen regarding settlement	VN	0.20	\$275.00	\$55.00
Service	12/09/2018	Analyze and respond to communication with counsel for Southern Terrace regarding potential settlement	VN	0.20	\$275.00	\$55.00
Service	12/10/2018	Analyze Ocwen's opposition to southern Terrace HOA's motion for summary judgment	VN	0.40	\$275.00	\$110.00
Service	12/18/2018	A103 Draft/revise L210 Pleadings: Draft Offer of Judgment	S□	0.50	\$250.00	\$125.00
Service	12/18/2018	A105 Communicate in firm L120 Analysis/ Strategy: Meeting w/ [REDACTED]	S□	0.30	\$250.00	\$75.00
Service	12/19/2018	A104 Review/analyze L120 Analysis/ Strategy: Draft Declaration of VN authenticating Exhibits	S□	1.00	\$250.00	\$250.00
Service	12/21/2018	A107 AA Communicate other outside counsel L190 Other Case Assessment, Development and Administration: Analyze and respond to communication with opposing counsel regarding 2.47 conference to discuss motions in limine	S□	0.20	\$250.00	\$50.00
Service	12/26/2018	A107 AA Communicate other outside counsel L190 Other Case Assessment, Development and Administration: Analyze and respond to further communications with opposing counsel regarding 2.47 conference	S□	0.20	\$250.00	\$50.00
Service	12/27/2018	Meeting w. VAN discuss [REDACTED]	S□	0.20	\$250.00	\$50.00
Services Subtotal						\$1,305.00

Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
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Expense	12/19/2018	VN	E118 Litigation support vendors: Legal research regarding motion for summary judgment	1.00	\$55.00	\$55.00
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Expenses Subtotal	\$55.00
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Subtotal	\$1,360.00
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Total	\$1,360.00
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Payment (02/19/2019)	-\$1,360.00
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Balance Owing	\$0.00
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Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1897	02/23/2019	\$1,360.00	\$1,360.00	\$0.00

Outstanding Balance	\$402.13
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Total Amount Outstanding	\$402.13
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Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



THE LAW OFFICE OF
VERNON NELSON

INVOICE

Invoice # 2008
Date: 02/25/2019
Due On: 03/22/2019

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

434.00001

Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Discount	Total
Service	01/02/2019	A101 Plan and prepare for L120 Analysis/Strategy: Analyze and summarize pleadings, discovery, motions, and exhibits to motion for summary judgment to assist Attorney in preparing for oral argument for motion for summary judgment.	JH	1.00	\$110.00	-	\$110.00
Service	01/03/2019	Begin drafting reply brief in support of motion for summary judgment	VN	2.70	\$275.00	-	\$742.50
Service	01/03/2019	Continue drafting statement of facts and legal argument or reply brief.	VN	3.60	\$275.00	-	\$990.00
Service	01/03/2019	Continue drafting legal argument sections of reply brief	VN	3.30	\$275.00	-	\$907.50
Service	01/03/2019	Continue drafting legal argument sections of reply brief.	VN	3.40	\$275.00	-	\$935.00
Service	01/03/2019	Continue drafting legal argument sections of reply brief.	VN	3.70	\$275.00	-	\$1,017.50

Service	01/04/2019	Analyze Ocwen's reply brief in support of motion for summary judgment.	VN	1.10	\$275.00	-	\$302.50
Service	01/09/2019	Analyze and respond to communication from opposing counsel regarding stipulation to extend five-year rule.	VN	0.20	\$275.00	-	\$55.00
Service	01/10/2019	Prepare for and attend to hearing on motions for summary judgment	VN	3.60	\$275.00	-	\$990.00
Service	01/21/2019	Teleconference with client regarding [REDACTED]	VN	0.30	\$275.00	100.0%	\$0.00
Service	01/22/2019	Prepare for and attend to hearing on motion for summary judgment.	VN	3.30	\$275.00	-	\$907.50
Service	01/22/2019	Analyze and respond to communication with opposing counsel regarding stipulation to a five-year-rule.	VN	0.30	\$275.00	-	\$82.50
Line Item Discount Subtotal							-\$82.50
Services Subtotal							\$7,040.00

Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	01/02/2019	VN	Legal research charges	1.00	\$150.00	\$150.00
Expense	01/03/2019	VN	Filing fee	1.00	\$3.50	\$3.50
Expense	01/04/2019	VN	Legal research charges	1.00	\$136.00	\$136.00
Expense	01/04/2019	VN	Filing fee	1.00	\$3.50	\$3.50
Expense	01/05/2019	VN	Legal research charges	1.00	\$134.00	\$134.00
Expense	01/09/2019	VN	Court runner Services	1.00	\$38.00	\$38.00
Expense	01/10/2019	VN	Legal research charges	1.00	\$150.00	\$150.00
Expense	01/11/2019	VN	Filing fee	1.00	\$3.50	\$3.50
Expense	01/17/2019	VN	Legal research charges	1.00	\$153.00	\$153.00
Expense	01/18/2019	VN	Court runner Services	1.00	\$92.00	\$92.00
Expense	01/23/2019	VN	Legal research charges	1.00	\$170.00	\$170.00

Expense	01/30/2019	MA	Independent Transcriber Invoice/Job # 19031	1.00	\$378.63	\$378.63
Expense	01/31/2019	VN	Legal Research charges	1.00	\$147.00	\$147.00
Expenses Subtotal						\$1,559.13
Subtotal						\$8,599.13
Total						\$8,599.13
Payment (03/06/2019)						-\$8,599.13
Balance Owing						\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2008	03/22/2019	\$8,599.13	\$8,599.13	\$0.00
Outstanding Balance				\$402.13
Total Amount Outstanding				\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 25 days.



THE LAW OFFICE OF
VERNON NELSON

INVOICE

Invoice # 2066
Date: 03/26/2019
Due On: 04/25/2019

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

434.00001

Chersus - Ocwen - A696357

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	02/15/2019	MA	E107 Delivery services/messengers: Legal Wings-583607	1.00	\$117.00	\$117.00
Expense	02/22/2019	MA	E107 Delivery services/messengers: Legal Wings-584139	1.00	\$30.00	\$30.00
Subtotal						\$147.00
Total						\$147.00
Payment (05/01/2019)						-\$147.00
Balance Owing						\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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2066	04/25/2019	\$147.00	\$147.00	\$0.00
				Outstanding Balance
				\$402.13
				Total Amount Outstanding
				\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



INVOICE

Invoice # 2106
Date: 04/29/2019
Due On: 05/28/2019

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

434.00001

Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	03/14/2019	Begins drafting findings of fact and conclusions of law	VN	2.10	\$275.00	\$577.50
Service	03/15/2019	Continue drafting findings of fact conclusions of law	VN	2.20	\$275.00	\$605.00
Service	03/16/2019	Continue drafting findings of fact and conclusions of law including factual background	VN	3.10	\$275.00	\$852.50
Service	03/16/2019	Continue drafting findings of fact and conclusions of law including summary judgment standard and NRS 116.3116 arguments	VN	3.60	\$275.00	\$990.00
Service	03/16/2019	Continue drafting findings of fact and conclusions of law regarding first 100s payment pursuant to the purchase and sale agreement did not discharge the superpriority lien and response to Ocwen's contention that the HOA sale was commercially unreasonable	VN	3.30	\$275.00	\$907.50
Service	03/16/2019	Continue drafting findings of fact and conclusions of law rebutting plaintiff's bona fide purchasers argument	VN	1.50	\$275.00	\$412.50
Service	03/16/2019	Continue drafting findings of fact and conclusions of law regarding court granting	VN	2.50	\$275.00	\$687.50

Chersus motion for summary judgment on its counterclaims

Service	03/19/2019	Analyze and respond to communication with opposing counsel regarding draft of proposed findings of fact and conclusions of law	VN	0.30	\$275.00	\$82.50
Service	03/25/2019	Analyze and respond to communication with client [REDACTED]	VN	0.20	\$275.00	\$55.00
Services Subtotal						\$5,170.00

Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	03/15/2019	VN	legal research expenses	1.00	\$20.16	\$20.16
Expense	03/31/2019	MN	Legal Wings charge	1.00	\$143.04	\$143.04
Expense	03/31/2019	MN	Legal Wings Charge	1.00	\$170.00	\$170.00
Expenses Subtotal						\$333.20
Subtotal						\$5,503.20
Total						\$5,503.20
Payment (06/10/2019)						-\$5,503.20
Balance Owing						\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2106	05/28/2019	\$5,503.20	\$5,503.20	\$0.00

Outstanding Balance	\$402.13
Total Amount Outstanding	\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 29 days.



INVOICE

Invoice # 2228
Date: 06/06/2019
Due On: 07/06/2019

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

434.00001

Chersus - Ocwen - A696357

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	04/06/2019	Analyze and respond to communication with opposing counsel regarding comments to draft findings of fact and conclusions of law	VN	0.80	\$275.00	\$220.00
Service	04/09/2019	Analyze and respond to communication from counsel for the Association regarding revisions to proposed findings of fact and conclusions of law	VN	0.70	\$275.00	\$192.50
Service	04/14/2019	Analyze and respond to communication with counsel for HOA regarding proposed finding facts conclusions of law	VN	0.70	\$275.00	\$192.50
Service	04/14/2019	Analyze and respond to communication with opposing counsel regarding revisions to order on motion to dismiss	VN	0.80	\$275.00	\$220.00
Service	04/16/2019	Analyze and respond to communication with counsel for Association regarding associations revisions the findings of fact and conclusions of law	VN	0.80	\$275.00	\$220.00
Service	04/23/2019	Analyze revisions from Association and finalize findings of fact conclusions of law to send to court	VN	2.60	\$275.00	\$715.00
Service	04/23/2019	Draft letter to court to accompany findings of fact and conclusions of law explaining areas of disagreement with counsel for Ocwen	VN	1.70	\$275.00	\$467.50

Service	04/26/2019	Analyze and respond to communication with client [REDACTED]	VN	0.20	\$0.00	\$0.00
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Subtotal **\$2,227.50**

Total **\$2,227.50**

Payment (06/10/2019) **-\$2,227.50**

Balance Owing **\$0.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2228	07/06/2019	\$2,227.50	\$2,227.50	\$0.00
Outstanding Balance				\$402.13
Total Amount Outstanding				\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 30 days.



INVOICE

Invoice # 2263
Date: 06/28/2019
Due On: 07/29/2019

Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103

Jagdish Mehta
1354 Opal Street
Henderson, NV 89052

434.00001

Chersus - Ocwen - A696357

Services

Type	Date	Notes	Attorney	Quantity	Rate	Total
Service	05/02/2019	Analyze and respond to communications with client [REDACTED]	VN	0.20	\$275.00	\$55.00
Services Subtotal						\$55.00

Expenses

Type	Date	Attorney	Notes	Quantity	Rate	Total
Expense	05/01/2019	VN	Quivx Litigation support charges for preparing MSJ binders	1.00	\$401.26	\$401.26
Expenses Subtotal						\$401.26
Subtotal						\$456.26
Total						\$456.26
Payment (08/05/2019)						-\$456.26
Balance Owing						\$0.00

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2290	08/30/2019	\$402.13	\$0.00	\$402.13

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2263	07/29/2019	\$456.26	\$456.26	\$0.00

Outstanding Balance	\$402.13
Total Amount Outstanding	\$402.13

Please make all amounts payable to: Law Office of Vernon Nelson

Please pay within 31 days.

IN THE SUPREME COURT OF THE STATE OF NEVADA

OCWEN LOAN SERVICING, LLC, A
FOREIGN LIMITED LIABILITY
COMPANY,

Appellant,

vs.

CHERSUS HOLDINGS, LLC, A
DOMESTIC LIMITED LIABILITY
COMPANY; AND SOUTHERN
TERRACE HOMEOWNERS
ASSOCIATION, A DOMESTIC
NON-PROFIT CORPORATION,

Respondents.

Supreme Court Case No. 82680

District Case No.: A696357

APPELLANT'S APPENDIX - VOLUME XVII

WRIGHT, FINLAY & ZAK, LLP
Christina V. Miller, Esq.
Nevada Bar No. 12448
7785 West Sahara Avenue, Suite 200
Las Vegas, Nevada 89117
(702) 475-7964; Fax: (702) 946-1345
cmiller@wrightlegal.net
*Attorney for Appellant/Plaintiff, Ocwen
Loan Servicing, LLC*

DOCUMENT	VOL	PAGE
Affidavit of Service	I	AA0175
Affidavit of Service	I	AA0176
Affidavit of Service	I	AA0177
Affidavit of Service	I	AA0178
Amended Affidavit of Service	I	AA0200
Amended Certificate of Service	I	AA0013
Answer and Counter-Claim	I	AA0005- AA0012
Answer to Counterclaim	I	AA0014- AA0020
Answer to Counterclaim	I	AA0168- AA0174
Answer to First Amended Complaint and Counter-Claim Against Plaintiff	I	AA0156- AA0167
Answer to Second Amended Complaint and Counterclaim Against Plaintiff	III	AA0338- AA0349
Chersus Holdings, LLC Reply to Ocwen's Opposition to Chersus Holdings, LLC Motion for Summary Judgment	XIII	AA2642- AA2666
Chersus Holdings, LLC's Reply to Ocwen Loan Servicing, LLC's Opposition to Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVIII	AA3422- AA3431
Complaint	I	AA0001- AA0004
Declaration of Jagdish Mehta in Support of Chersus's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVII	AA3329- AA3330
Declaration of Jagdish Mehta in Support of Chersus's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to	XVII	AA3331- AA3333

DOCUMENT	VOL	PAGE
Chersus Holdings LLC and (3) Orders for Specific Performance.		
Declaration of Vernon Nelson in Support of Chersus's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVII	AA3334-AA3338
Defendant Chersus Holdings Errata to Motion for Summary Judgment (Part 1)	VI	AA0888-AA1108
Defendant Chersus Holdings Errata to Motion for Summary Judgment (Part 2)	VII	AA1109-AA1264
Defendant Chersus Holdings, Motion for Summary Judgment	V	AA0859-AA0887
Defendant/Counterclaimant, Chersus Holdings, LLC's Opposition to Plaintiff, Ocwen Loan Servicing, LLC's Motion for Summary Judgment (Part 1)	XII	AA2338-AA2465
Defendant/Counterclaimant, Chersus Holdings, LLC's Opposition to Plaintiff, Ocwen Loan Servicing, LLC's Motion for Summary Judgment (Part 2)	XIII	AA2466-AA2604
Docket	XVIII	AA3566-AA3574
Exhibits to Errata to Motion for Summary Judgment (Part 1)	VII	AA1265-AA1314
Exhibits to Errata to Motion for Summary Judgment (Part 2)	VIII	AA1315-AA1517
Exhibits to Errata to Motion for Summary Judgment (Part 3)	IX	AA1518-AA1756
Exhibits to Errata to Motion for Summary Judgment (Part 4)	X	AA1757-AA1990
Exhibits to Errata to Motion for Summary Judgment (Part 5)	XI	AA1991-AA2228
Exhibits to Errata to Motion for Summary Judgment (Part 6)	XII	AA2229-AA2302
Findings of Fact, Conclusions of Law and Order	XIV	AA2740-AA2780

DOCUMENT	VOL	PAGE
First Amended Complaint	I	AA0021- AA0155
Memorandum of Costs and Disbursements	XV	AA3040- AA3052
Memorandum of Costs and Disbursements	XVII	AA3339- AA3351
Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance. (Part 1)	XV	AA3053- AA3152
Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance. (Part 2)	XVI	AA3153- AA3328
Notice of Appeal	XVIII	AA3459- AA3460
Notice of Appeal	XVIII	AA3498- AA3499
Notice of Entry of Order	XIV	AA2781- AA2825
Notice of Entry of Order	XVIII	AA3447- AA3451
Notice of Entry of Order Denying Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P. 59 and 60	XVIII	AA3454- AA3458
Notice of Entry of Order Granting Judgment in Favor of Counterclaimant Chersus Holdings, LLC.	XVIII	AA3486- AA3497
Ocwen Loan Servicing, LLC's Motion for Reconsideration of the Court's October 30, 2019 Order Pursuant to NRCP 59 and 60	XVIII	AA3432- AA3439
Ocwen Loan Servicing, LLC's Motion for Summary Judgment (Part 1)	III	AA0363- AA0500
Ocwen Loan Servicing, LLC's Motion for Summary Judgment (Part 2)	IV	AA0501- AA0715

DOCUMENT	VOL	PAGE
Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P 59 and 60	XIV	AA2826-AA2837
Ocwen Loan Servicing, LLC's Motion to Retax and Settle Costs	XVII	AA3352-AA3359
Ocwen Loan Servicing, LLC's Notice of Supplemental Authority in Support of Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P 59 and 60	XV	AA3026-AA3036
Ocwen Loan Servicing, LLC's Opposition to Chersus Holdings, LLC's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVII	AA3360-AA3418
Ocwen Loan Servicing, LLC's Opposition to Defendant Chersus Holdings' Motion for Summary Judgment	XII	AA2303-AA2316
Ocwen Loan Servicing, LLC's Opposition to Southern Terrace Homeowners Association's Motion for Summary Judgment	XIII	AA2605-AA2641
Ocwen Loan Servicing, LLC's Reply in Support of Motion for Summary Judgment	XIII	AA2667-AA2676
Ocwen Loan Servicing, LLC's Reply in Support of Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P 59 and 60	XV	AA2949-AA3025
Ocwen Loan Servicing, LLC's Request for Judicial Notice in Support of Motion for Summary Judgment	V	AA0716-AA0858
Opposition to Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P 59 and 60 (Part 1)	XIV	AA2838-AA2915
Opposition to Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P 59 and 60 (Part 2)	XV	AA2916-AA2948

DOCUMENT	VOL	PAGE
Order Denying Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P. 59 and 60	XVIII	AA3452-AA3453
Order Denying Plaintiff's Motion for Reconsideration	XVII	AA3419-AA3421
Order Granting Judgment in Favor of Counterclaimant Chersus Holdings, LLC.	XVIII	AA3478-AA3485
Order Granting Ocwen Loan Servicing, LLC's Motion for Reconsideration of the Court's October 30, 2019 Order Pursuant to NRCP 59 and 60	XVIII	AA3444-AA3446
Response to Ocwen Loan Servicing, LLC's Notice of Supplemental Authority	XV	AA3037-AA3039
Second Amended Complaint	II	AA0201-AA0334
Second Declaration of Jagish Mehta	XVIII	AA3440-AA3443
Southern Terrace Homeowners Association's Answer to First Amended Complaint	I	AA0190-AA0199
Southern Terrace Homeowners Association's Answer to Second Amended Complaint	III	AA0350-AA0359
Southern Terrace Homeowners Association's Motion for Summary Judgment	XII	AA2317-AA2337
Stipulation and Order to Dismiss Defendant Red Rock Financial Services, LLC Without Prejudice	I	AA0186-AA0189
Stipulation and Order to Dismiss Defendant, Red Rock Financial Services, LLC	III	AA0360-AA0362
Stipulation and Order to Dismiss Defendant, United Legal Services Inc. Without Prejudice	III	AA0335-AA0337
Transcript of Proceedings	XIV	AA2677-AA2739
Transcript of Proceedings	XVIII	AA3461-AA3477
Transcript of Proceedings	XVIII	AA3500-AA3565
United Legal Services Inc.'s Answer to Amended Complaint	I	AA0179-AA0185

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DATE	DOCUMENT	VOL	PAGE
10/12/19	Declaration of Jagdish Mehta in Support of Chersus's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVII	AA3329-AA3330
10/12/19	Declaration of Jagdish Mehta in Support of Chersus's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVII	AA3331-AA3333
10/12/19	Declaration of Vernon Nelson in Support of Chersus's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVII	AA3334-AA3338
10/12/19	Memorandum of Costs and Disbursements	XVII	AA3339-AA3351
10/15/19	Ocwen Loan Servicing, LLC's Motion to Retax and Settle Costs	XVII	AA3352-AA3359

DATE	DOCUMENT	VOL	PAGE
10/29/19	Ocwen Loan Servicing, LLC's Opposition to Chersus Holdings, LLC's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVII	AA3360-AA3418
10/30/19	Order Denying Plaintiff's Motion for Reconsideration	XVII	AA3419-AA3421

DATED this 21st day of January, 2022.

WRIGHT, FINLAY & ZAK, LLP

/s/ Christina V. Miller

Christina V. Miller, Esq.

Nevada Bar No. 12448

7785 W. Sahara Ave., Suite 200

Las Vegas, NV 89117

Attorneys for Appellant/Plaintiff, Ocwen Loan Servicing, LLC

CERTIFICATE OF SERVICE

I certify that I electronically filed on the 21st day of January, 2022, the foregoing **APPELLANT'S APPENDIX - VOLUME XVII** with the Clerk of the Court for the Nevada Supreme Court by using the CM/ECF system. I further certify that all parties of record to this appeal either are registered with the CM/ECF or have consented to electronic service.

[X] (By Electronic Service) Pursuant to CM/ECF System, registration as a CM/ECF user constitutes consent to electronic service through the Court's transmission facilities. The Court's CM/ECF systems sends an e-mail notification of the filing to the parties and counsel of record listed above who are registered with the Court's CM/ECF system.

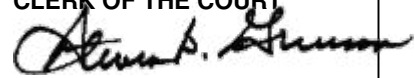
Service via electronic notification will be sent to the following:

Michelle Adams	michellea@nelsonlawfirmnv.com
Legal Assistant	legalassistant@nelsonlawfirmnv.com
Master Calendering	mail@nelsonlawfirmnv.com
Vernon A. Nelson	vnelson@nelsonlawfirmnv.com
Ashlie Surur	ashlie@sururlaw.com

[X] (Nevada) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

/s/ Tonya Sessions

An Employee of WRIGHT, FINLAY & ZAK, LLP



1 **DECL**
2 VERNON A. NELSON, JR., ESQ.
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7 Tel.: 702-476-2500
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10 Attorneys for Defendant Chersus Holdings, LLC

DISTRICT COURT

COUNTY OF CLARK, STATE OF NEVADA

11 OCWEN LOAN SERVICING, LLC, a foreign
12 Limited Liability Company,
13 Plaintiff,

Case No.: A-14-696357-C
Dept No.: IV

v.

14 CHERSUS HOLDINGS, LLC, a Domestic
15 Limited Liability Company; First 100, LLC, a
16 Domestic Limited Liability Company;
17 SOUTHERN TERRACE HOMEOWNERS
18 ASSOCIATION, a Domestic Non-Profit
19 Corporation; RED ROCK FINANCIAL
20 SERVICES, LLC, A Foreign Limited Liability
21 Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive

Defendant,

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,
Counterclaimant

**DECLARATION OF JAGDISH MEHTA
IN SUPPORT OF CHERSUS'S MOTION
FOR: (1) JUDGMENT OR PROVE-UP
HEARING FOR COMPENSATORY,
STATUTORY, AND PUNITIVE
DAMAGES; (2) ORDER AWARDING
ATTORNEY'S FEES TO CHERSUS
HOLDINGS LLC; AND (3) ORDERS FOR
SPECIFIC PERFORMANCE.**

I, JOHN ZIMMER, do hereby declare, under the penalty of perjury as follows:

1. I am license by the Nevada Real Estate Division ("NRED") as a licensed "Salesperson." I have been licensed by NRED since 2004. Since 2004, I have been actively involved as a Salesperson in the residential real estate market in Las Vegas, Nevada. I have represented multiple parties including Buyers, Sellers, Landlords, and Tenants. I am currently a salesperson for Windermere Prestige Properties real estate agency ("Windermere").

1 2. I am familiar the property commonly known as 5946 Lingerin Breeze Street, Las Vegas,
2 89148 (the "Property"). I have been retained by the Law Office of Vernon Nelson ("LOVN") to
3 provide my opinion regarding the reasonable rental value of the Property.

4 3. I have reviewed the appraisal of R. Scott Dugan that Ocwen produced in support of its
5 Motion for Summary Judgment. *See Exhibit 22 to Ocwen's Motion for Summary Judgment.* I have
6 been advised by Chersus and LOVN that Chersus and LOVN do Mr. Dugan's qualifications as an
7 expert. Mr. Dugan's appraisal indicates the monthly rental value of the Property as of May 25, 2013
8 was \$1,050.00. I do not dispute the monthly rental value as of May 25, 2013.

9 4. As a licensed salesperson with Windermere, I am authorized to use the Multiple Listing
10 Service ("MLS") and I am knowledgeable in the use of the service. I used MLS to prepare a report of
11 comparable rentals on the Property for 2014, 2015, 2016, 2017, 2018, and 2019. *A true copy of the*
12 *"MLS Report" attached as Exhibit "1."* The MLS Report shows:

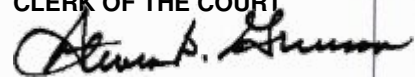
- 13 1. The average rental value of the Property in 2014 was \$1,100.00 per month.
- 14 2. The average rental value for the Property in 2015 and 2016 was \$1,200.00 per month.
- 15 3. The average rental value for the Property in 2017 was \$1,300.00 per month.
- 16 4. The average rental value for the Property in 2018 was \$1,400.00 per month.
- 17 5. The average rental value for the Property in 2019 was \$1,550.00 per month.

18 I declare, under the penalty of perjury, that the foregoing statements made by me are true. I
19 am aware that if any of the foregoing statements made by me are willfully false, I am subject to
20 punishment.
21

22 DATED this 30th day of September 2019.

23 /s/ John Zimmer
24 John Zimmer





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10 Attorneys for Defendant Chersus Holdings, LLC

11 DISTRICT COURT

12 COUNTY OF CLARK, STATE OF NEVADA

13 OCWEN LOAN SERVICING, LLC, a foreign
14 Limited Liability Company,
15 Plaintiff,

Case No.: A-14-696357-C
Dept No.: IV

16 v.

17 CHERSUS HOLDINGS, LLC, a Domestic
18 Limited Liability Company; First 100, LLC, a
19 Domestic Limited Liability Company;
20 SOUTHERN TERRACE HOMEOWNERS
21 ASSOCIATION, a Domestic Non-Profit
22 Corporation; RED ROCK FINANCIAL
23 SERVICES, LLC, A Foreign Limited Liability
24 Company; UNITED LEGAL SERVICES,
25 INC., a Domestic Corporation; DOES I
26 through X; and ROE CORPORATIONS XI
27 through XX, inclusive

28 Defendant,

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,
Counterclaimant

**DECLARATION OF JAGDISH MEHTA
IN SUPPORT OF CHERSUS'S MOTION
FOR: (1) JUDGMENT OR PROVE-UP
HEARING FOR COMPENSATORY,
STATUTORY, AND PUNITIVE
DAMAGES; (2) ORDER AWARDING
ATTORNEY'S FEES TO CHERSUS
HOLDINGS LLC; AND (3) ORDERS FOR
SPECIFIC PERFORMANCE.**

I, JAGDISH MEHTA, do hereby declare, under the penalty of perjury as follows:

1. I am the Manager of Chersus Holdings, LLC ("Chersus").

2. I am the representative of Chersus who is most knowledgeable about this matter. As such, I am fully familiar with the facts, discovery, and documents presented in the above-captioned case. I make this Declaration in Support of CHERSUS'S MOTION FOR: (1) JUDGMENT OR PROVE-UP HEARING FOR COMPENSATORY, STATUTORY, AND PUNITIVE DAMAGES; (2) ORDER

1 AWARDING ATTORNEY'S FEES TO CHERSUS HOLDINGS LLC; AND (3) ORDERS FOR
2 SPECIFIC PERFORMANCE.

3 3. This matter relates to the property commonly known as 5946 Lingerin Breeze Street, Las
4 Vegas, NV 89148. Chersus is obtaining information about any amounts owed for other utilities such
5 as water, electricity, and gas. When Chersus receives this information, it will update this motion.
6 Chersus is also obtaining information about the condition of the Property and is preparing to conduct
7 an inspection of the Property. When Chersus receives this information, it will update this motion as
8 appropriate. Chersus has had to obtain the Preliminary Title Report as part of its assessment of its
9 damages. Chersus estimates the Preliminary Title Report will cost approximately \$750.00.

10 4. In my deposition in this case, I testified that Chersus spent about \$35,000 to \$40,000 on
11 improvements to the Property that constitute personal property. I explained the improvements
12 included replacing carpeting throughout the house, and replacing fixtures, including bathroom fixtures
13 and showers. Chersus paid for the painting of the entire inside and outside of the house. Chersus also
14 paid for new landscaping. Chersus paid to replace cabinets in the kitchen and bathrooms. Chersus
15 paid to replace toilets and shower fixtures. Chersus paid to replace kitchen appliances as well as a
16 refrigerator. Chersus also paid to replace a garage door and water heater.

17 5. Chersus has obtained cost estimates for the various improvements that constitute the
18 Chersus Improvements from www.homeadvisor.com. *See true copies of "Homeadvisor Website*
19 *Estimates" attached as Exhibit "3."* The cost estimates reflected in the estimates contained in Exhibit
20 are in line with the amounts Chersus paid for the Chersus Improvements.

21 6. Chersus submits that its measurable actual damages do not fully remedy the full extent of
22 Chersus's damages because Chersus suffered other foreseeable consequential damages. During my
23 deposition I testified Chersus purchased other properties from First 100, LLC ("First 100") for
24 investment purposes (the "Investment Properties"). Unfortunately, the purchase of the Investment
25 Properties did not meet First 100 or Chersus's expectations, including the parties' expectations as to
26 the return on investment Chersus would receive from the Investment Properties. In an effort to address
27 issues related to the Investment Properties, and a part of the consideration for the transfer, First 100
28 transferred this specific Property to Chersus. In transferring this specific Property to Chersus, First

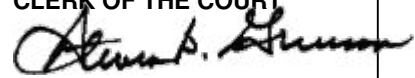
1 100 indicated: (1) the HOA Sale extinguished the First Deed of Trust; (2) Chersus would receive
2 immediate cash flow in the form of rental income; and (3) First 100 would eventually undertake an
3 action to quiet title on the Property. In this regard, First 100 also indicated: (1) it was prosecuting
4 other litigation that would benefit a quiet title action on this Property; (2) First 100 was expecting an
5 investor to make a significant investment in the Company and part of this investment would be used to
6 fund a quiet title action on this Property; and (3) if GMAC, or its successor in interest, disputed First
7 100 and/or Chersus's title, it would have to commence its own quiet title action. In other words, First
8 100 told Chersus the holder of the First Deed of Trust could not trespass upon the Property and take
9 possession of the Property. To the contrary, the holder of First Deed of Trust would have to obtain a
10 Court order declaring that the HOA Sale did not extinguish the First Deed of Trust and First 100
11 would pay the legal costs of defending such actions.

12 7. Unfortunately, after the foreclosure on the First Deed of Trust, Ocwen unlawfully took
13 possession of the Property. It improperly recorded documents with the Clark County Assessor
14 indicating that it owned the Property. *See RSD Appraisal at pp. WFZ0013-14.* Ocwen also improperly
15 told the HOA it owned the Property. *See true copy of "Ocwen Communications with HOA and*
16 *Payment Coupons attached as Exhibit "4."* Moreover, for multiple reasons, First 100 did not have the
17 financial wherewithal to litigate this matter and Chersus ended up having to pay its own attorney's
18 fees. Thus, instead of receiving positive cash flow, Chersus lost the rental income and it had to pay
19 money for legal fees. This reversal impacted Chersus overall business strategy and prohibited it from
20 seeking other business opportunities.

21 I declare, under the penalty of perjury, that the foregoing statements made by me are true. I
22 am aware that if any of the foregoing statements made by me are willfully false, I am subject to
23 punishment.

24 DATED this 30th day of September 2019.

25 
26 /s/ Jagdish Menta
27 Jagdish Menta
28



1 **DECL**
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10 Attorneys for Defendant
11 Chersus Holdings, LLC

12 DISTRICT COURT

13 COUNTY OF CLARK, STATE OF NEVADA

14 OCWEN LOAN SERVICING, LLC, a foreign
15 Limited Liability Company,

Case No.: A-14-696357-C
Dept No.: IV

16 Plaintiff,

17 v.

18 CHERSUS HOLDINGS, LLC, a Domestic
19 Limited Liability Company; First 100, LLC, a
20 Domestic Limited Liability Company;
21 SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, A Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive

**DECLARATION OF VERNON NELSON
IN SUPPORT OF CHERSUS'S MOTION
FOR: (1) JUDGMENT OR PROVE-UP
HEARING FOR COMPENSATORY,
STATUTORY, AND PUNITIVE
DAMAGES; (2) ORDER AWARDING
ATTORNEY'S FEES TO CHERSUS
HOLDINGS LLC; AND (3) ORDERS FOR
SPECIFIC PERFORMANCE.**

Defendant,

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant

Vernon A. Nelson, Jr. Esq., being duly sworn, deposes and says:

1. I, Vernon A. Nelson Jr., am an attorney duly licensed to practice law in the State of Nevada. I make this declaration based on my own personal knowledge except as to those matters stated upon information and belief, and as to those matters, I believe them to be true.

2. I am the Managing Member of the Law Office of Vernon Nelson ("LOVN") and I make this Declaration in Support of Chersus's MOTION FOR: (1) JUDGMENT OR PROVE-UP HEARING

1 FOR COMPENSATORY, STATUTORY, AND PUNITIVE DAMAGES; (2) ORDER AWARDING
2 ATTORNEY'S FEES TO CHERSUS HOLDINGS LLC; AND (3) ORDERS FOR SPECIFIC
3 PERFORMANCE.

4 3. In connection with its assessment of damages caused by Ocwen's wrongful foreclosure,
5 Plaintiff has obtained a "preliminary title report" from Lawyers Title. *A true copy of the "Preliminary*
6 *Title Report" attached as Exhibit "2."* Pages 8-13 of Preliminary Title Report show Republic Services
7 has recorded numerous liens against the Property in the aggregate amount of \$2,399.38, plus
8 applicable interest and fees.

10 4. On December 26, 2018, Chersus made an Offer of Judgment to Ocwen. *A true copy of the*
11 *Offer of Judgment attached as Exhibit 7.* Ocwen failed to obtain a more favorable judgment. Thus, per
12 NRC 68(f) Ocwen must pay Chersus's post-offer costs and expenses, applicable interest on the
13 judgment from the time of the offer to the time of entry of the judgment and reasonable attorney fees.
14 The total of these amounts is \$14,285.70.

16 5. The Brunzell Factors apply in this case to confirm the reasonableness of fees charged and
17 therefore sought by Chersus. In this case, Chersus was most recently represented by the Law Office of
18 Vernon Nelson ("LOVN"). Weil & Drage represented Chersus prior to LOVN. I am a 26-year
19 attorney, Melissa Ingleby, a former LOVN attorney, is a sixth-year attorney, and Steven Burke, a
20 former LOVN attorney, is a third-year attorney. Each of these attorneys have the training, education,
21 experience and skill to defend Chersus against Ocwen's claims, and to prosecute Chersus's
22 counterclaims against Ocwen. Each attorney has excellent professional standing in Nevada and the
23 Eighth Judicial District Court.

25 6. Defense of Ocwen's claims, and prosecution of Chersus's counterclaims, involved a certain
26 difficulty, considerable intricacy, and time, as well as skill level of counsel, based on:
27
28

- a) the unsettled and constantly changing law regarding the validity and effect of HOA foreclosures;
- b) the multiple amendments to pleadings based on the changing law;
- c) the complexity of the issues involved in determining whether a sale was commercially reasonable;
- d) the complexity of purchase and sale agreement between First 100 and the Association;
- e) the complexity that arose out the number of co-defendants including the Association, United Legal Services, and Red Rock Collection Agency.

7. Melissa Ingleby, Steven Burke, and I (and our staff) actually performed substantial, timely work in response to the unsettled law, amended pleadings, and the discovery and deposition testimony offered by the multiple parties. We gave this case appropriate substantial time and attention, and displayed substantial skill in defeating Ocwen's claims; and prevailing on Chersus's counterclaims.

8. We obtained summary judgment, i.e., complete defense of Ocwen's claims, while prevailing on Chersus's counterclaims. In so doing, we had to draft Chersus's motion for summary judgment and oppose Ocwen's motion for summary judgment. In so doing, we had to navigate through more than 1,000 pages in Exhibits and communicate the relevant issues to the Court in a concise and persuasive manner.

9. Based on the Brunzell Factors and the analysis set forth above, Chersus submits it is entitled to recover attorneys' fees charged by LOVN in the amount of \$ 41,731.25. True copies of LOVN's Invoices are attached to the Motion as Exhibit "8."

10. The following attorneys were employed by Weil & Drage when it was counsel of record: (a) Neil Durrant a 19-year attorney, (b) Donna DiMaggio a 13-year attorney, (c) Robert Peterson a 10-year attorney, and (d) Jason Martinez a fifth-year attorney (collectively the "W&D Attorneys"). Based on my review of the State Bar website, LOVN's communications with the W&D Attorneys, and their

1 work product, I understand: (1) each of these attorneys have the training, education, experience and
2 skill to defend Chersus against Ocwen's claims and to prosecute Chersus's counterclaims against
3 Ocwen; and each attorney has excellent professional standing in Nevada and the Eighth Judicial
4 District Court.

5 11. As is stated above, defense of Ocwen's claims, and prosecution of Chersus's
6 counterclaims, involved a certain level of difficulty, considerable intricacy, and time, as well as skill
7 level of counsel, based on:

- 9 a) the unsettled and constantly changing law regarding the validity and effect of HOA
10 foreclosures;
- 11 b) the multiple amendments to pleadings based on the changing law;
- 12 c) the complexity of the issues involved in determining whether a sale was commercially
13 reasonable;
- 14 d) the complexity of purchase and sale agreement between First 100 and the Association;
- 15 e) the complexity that arose out the number of co-defendants including the Association,
16 United Legal Services, and Red Rock Collection Agency.

17
18 The W&D Attorneys (and their staff) actually performed substantial, timely work in response to the
19 unsettled law, amended pleadings, and the discovery/deposition testimony offered by the multiple
20 parties. They gave this case appropriate substantial time and attention, and displayed substantial skill
21 in defending summary judgment and other motions filed by Ocwen; and pressing forward with
22 Chersus's counterclaims. In so doing, Counsel had to navigate through more than 1,000 pages in
23 Exhibits and communicate the relevant issues to the Court in a concise and persuasive manner.

24 12. Attached as Exhibit "9" is Plaintiff's Memorandum of Costs and Disbursements that lists
25 all of the recoverable costs Chersus incurred in this matter. Attached as Exhibit "10," are copies of
26
27
28

1 Invoices that LOVN has related to these costs. *Id.* These costs are set forth on LOVN's Invoices
2 attached as Exhibit "8."

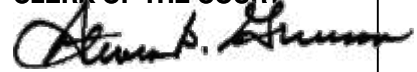
3 I declare under the penalty of perjury that the foregoing is true and correct

4 DATED this 12th day of October, 2019

5 THE LAW OFFICE OF VERNON NELSON

6 *Vernon Nelson, Esq.*

7 VERNON NELSON, ESQ.
8 Nevada Bar No.: 6434
9 6787 W. Tropicana Ave. Suite 103
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14 Attorneys for Chersus Holdings, LLC
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E-mail: vnelson@nelsonlawfirmly.com
Attorney for Cherus Holdings, LLC.

DISTRICT COURT

COUNTY OF CLARK, STATE OF NEVADA

OCWEN LOAN SERVICING, LLC, a
foreign Limited Liability Company,
Plaintiff,

Case No.: A-14-696357-C
Dept No.: IV

v.

**MEMORANDUM OF COSTS AND
DISBURSEMENTS**

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; First 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, A Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive
Defendant,

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,
Counterclaimant,

MEMORANDUM OF COSTS AND DISBURSEMENTS

Cherus Holdings, LLC., a Nevada limited liability company, by and through its attorney
of record, Vernon A. Nelson, Jr., Esq, hereby submit the following Memorandum of Costs and
Disbursements to be recovered against Defendants:

<u>DESCRIPTION</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>MC Exhibit # or On Invoice</u>
Filing Fee	10/02/2017	\$3.50	On Invoice

AA3339

1	Document Access Fees	12/13/2017	\$13.97	On Invoice
2	Filing Fee	03/01/2017	\$3.50	On Invoice
3	Deposition Transcript	01/09/2018	535.27	MC Exhibit 9
4	Copying Charges	02/22/2018	\$15.00	On Invoice
5	Deposition Transcripts	03/01/2018	\$527.24	MC Exhibit 2
6	Filing Fee	03/02/2018	\$3.50	On Invoice
7	Filing Fee	03/09/2018	\$3.50	On Invoice
8	Filing Fee	03/10/2018	\$3.50	On Invoice
9	Filing Fee	03/12/2018	\$3.50	On Invoice
10	Copying Charges	04/09/2018	\$21.90	On Invoice
11	Document Access Fees	05/17/2019	\$23.32	On Invoice
12	Document Access Fees	06/28/2019	\$24.97	On Invoice
13	Deposition Transcripts	07/16/2018	\$368.80	MC Exhibit 8
14	Deposition Transcripts	08/22/2018	\$357.77	MC Exhibit 11
15	Deposition Transcripts	08/30/2018	\$554.07	MC Exhibit 11
16	Document Access Fees	10/19/2018	\$16.80	On Invoice
17	Copying Charges	10/20/2018	\$25.80	On Invoice
18	Postage	10/20/2018	\$1.56	On Invoice
19	Research Charges	11/01/2018	\$70.00	On Invoice
20	Research Charges	11/15/2018	\$85.00	On Invoice
21	Research Charges	11/16/2018	\$75.00	On Invoice
22	Research Charges	01/02/2019	\$275.00	On Invoice
23	Filing Fee	01/03/2019	\$3.50	On Invoice
24	Research Charges	01/04/2019	\$136.00	On Invoice
25	Filing Fee	01/04/2019	\$3.50	On Invoice
26	Research Charges	01/05/2019	\$134.00	On Invoice
27	Copying Charges	01/09/2019	\$38.90	On Invoice

28

1	Research Charges	01/10/2019	\$150.00	On Invoice
2	Filing Fee	01/11/2019	\$3.50	On Invoice
3	Research Charges	01/17/2019	\$153.00	On Invoice
4	Court Runner Services	01/18/2019	\$92.00	MC Exhibit 5
5	Research Charges	01/23/2019	\$170.00	On Invoice
6	Independent Transcriber Charges	01/30/2019	\$378.63	MC Exhibit 1
7	Research Charges	01/31/2019	\$147.00	On Invoice
8	Court Runner Services	02/15/2019	\$117.00	MC Exhibit 3
9	Court Runner Services	02/22/2019	\$30.00	MC Exhibit 4
10	Copying Charges	03/15/2019	\$20.80	On Invoice
11	Litigation Support	03/31/2019	\$143.04	On Invoice
12	Litigation Support	03/31/2019	\$170.00	On Invoice
13	Litigation Support Vendor	05/01/2019	\$401.26	MC Exhibit 7
14	Court Runner Services	05/28/2019	\$55.00	MC Exhibit 6
15	TOTAL.....			\$5,359.60

DATED this 30th day of September 2019

THE LAW OFFICE OF VERNON NELSON

/s/ Vernon A. Nelson, Jr.

By:

 VERNON NELSON, ESQ.
 Nevada Bar No.: 6434
 6787 W. Tropicana Ave., Suite 103
 Las Vegas, NV 89103
 T: 702-476-2500 | F: 702-476-2788
 E-mail: vnelson@nelsonlawfirmnv.com
Attorney for Chersus Holdings, LLC.

INVOICE

KRISTEN LUNKWITZ
Independent Transcriber
291 Elder View Drive
Las Vegas, NV 89138
(702) 813-2403
kristenlunkwitz@aol.com

Attorney:	Vernon Nelson	Job #:	19031
Attention:	Vernon Nelson	Department #:	4
Date Ordered:	2/11/19	Case #:	A696357
Date Delivered:	2/13/19	Tax ID#:	Available Upon Request
Clark County Business License #:			2000967-056-121

RATE: 2-Day Expedite

# OF PAGES	CASE INFORMATION	PRICE PER PAGE	TOTAL CHARGES
63	Ocwen Loan Servicing, LLC versus Chersus Holdings, LLC, et al. Hearing Date: 1/22/19	\$6.01	\$378.63
TOTAL OWED:		\$378.63	

Thank you for your business!

AA3342

Veritext Corp
Western Region

707 Wilshire Boulevard, Suite 3500
Los Angeles CA 90017
Tel. 877-955-3855 Fax. 949-955-3854
Fed. Tax ID: 20-3132569



Bill To: R. Lynch
The Law Office of Vernon Nelson
9480 S Eastern Ave
Suite 252
Las Vegas , NV, 89123

Invoice #: CA3205961
Invoice Date: 1/9/2018
Balance Due: \$527.24

Case: Ocwen Loan Servicing, LLC v. Chersus Holdings LLC; Et. Al.
Job #: 2775710 | Job Date: 12/21/2017 | Delivery: Normal
Billing Atty: R. Lynch
Location: Wright Finlay & Zak - 7785 W. Sahara Ave
7785 W. Sahara Ave | Ste 200 | Las Vegas, NV 89117
Sched Atty: Paterno Jurani | Wright Finlay & Zak

Witness	Description	Units	Quantity	Amount
Robert Atkinson	Certified Transcript	Page	107.00	\$390.55
	Litigation Package	1	1.00	\$36.00
	Exhibits Scanned-Searchable - OCR	Per Page	194.00	\$67.90
	Electronic Delivery and Handling	Package	1.00	\$25.00

Notes:

Invoice Total: \$519.45
Payment: \$0.00
Credit: \$0.00
Interest: \$7.79
Balance Due: \$527.24

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 90 days. For more information on charges related to our services please consult <http://www.veritext.com/services/all-services/services-information>

THIS INVOICE IS 59 DAYS PAST DUE, PLEASE REMIT - THANK YOU

To pay online, go to
www.veritext.com

Veritext accepts all major credit cards
(American Express, Mastercard, Visa, Discover)

Please remit payment to:
Veritext
P.O. Box 71303
Chicago IL 60694-1303

Invoice #: CA3205961
Job #: 2775710
Invoice Date: 1/9/2018
Balance Due: \$527.24



5836074

Route #: 909

Attention: JENNIFER
Law Offices Of: VERNON NELSON
9480 S. EASTERN #252
Las Vegas NV 89123

Friday February 15, 2019

INVOICE

4762500.583607

Work Order #: 1000094269
Attorney File #: **434.00001**
Case #: A-14-696357-C
Court: DISTRICT COURT CLARK COUNTY, NEVADA
Title: OCWEN vs. CHERSUS
Description: CD(s)

Date	Description	Amount
02/12/19	Miscellaneous Job: RUNNER	
02/12/19	SERVICE ON A NON-SERVICE DAY (02/12/19)	25.00
02/12/19	EXPEDITED DUE TODAY PHOENIX BUILDING on 02/12/19 to PICK UP FROM JESSICA KIRKPATRICK	35.00
02/12/19	EXPEDITED AREA "D" 11:07 A.M. RETURN on 02/12/19	57.00
TOTAL:		117.00

1118 FREMONT STREET Las Vegas, NV 89101
Telephone: (702) 384-0305 , FAX: (702) 384-8638 Tax ID: 880223382

AA3344



584139>

Route #: 909

Attention: KIMANI T.
Law Offices Of: VERNON NELSON
9480 S. EASTERN #252
Las Vegas NV 89123

Friday February 22, 2019

INVOICE

4762500.584139

Work Order #: 01913339
Attorney File #: **A-14-696357-C**
Case #: A-14-696357-C
Court: DISTRICT COURT CLARK COUNTY, NEVADA
Title: OCWEN LOAN SERVICING vs. CHERSUS HOLDINGS
Description: CHECK

Date	Description	Amount
02/19/19	Miscellaneous Job: RUNNER	
02/19/19	SERVICE for P.M. PICK UP on NON-PICK UP DAY (02/19/19) BUT w/in COURIER's REGULARLY SCHEDULED TIME and AREA DELIVER CHECK TODAY TO 2nd Fl. DISTRICT COURT ADMINISTRATION TO BE PLACED IN TRANSCRIPTION BOX	25.00
02/19/19	PHONE CALL and/or TEXT MESSAGE / CALL WHEN COMPLETE	5.00
TOTAL:		30.00



589529X

Route #: 909

Attention: JENNIFER
Law Offices Of: VERNON NELSON
9480 S. EASTERN #252
Las Vegas NV 89123

Thursday April 25, 2019

INVOICE

4762500.589529

Work Order #: 1000101173
Attorney File #: **434.00001**
Case #: A-14-696357-C
Court: DISTRICT COURT CLARK COUNTY, NEVADA
Title: OCWEN vs. CHERSUS
Description: CORRESPONDENCE to JUDGE EARLY

Date	Description	Amount
04/24/19	Miscellaneous Job: RUNNER	
04/24/19	EXPEDITED AREA "D" 9:49 A.M. PICK UP OUTSIDE of REGULARLY SCHEDULED PICK UP TIME	57.00
04/24/19	EXPEDITED DISTRICT COURT DEPARTMENT IV PICK UP on 04/24/16 RETURN WHEN COMPETE	35.00
TOTAL:		92.00



592170Æ

Route #: 212

Attention: JENNIFER
Law Offices Of: VERNON NELSON
6787 W.TROPICANA Ave. #232
Las Vegas NV 89103

Tuesday June 04, 2019

INVOICE

4762500.592170

Work Order #: 1000103919
Attorney File #: **434.00001**
Case #: A-14-696357-C
Court: DISTRICT COURT CLARK COUNTY, NEVADA
Title: OCWEN LOAN SERVICING, LLC vs. CHERSUS HOLDINGS, LLC, et al.
Description: NOTICE / ORDER

Date	Description	Amount
05/28/19	Miscellaneous Job: RUNNER	
05/28/19	CASH ADVANCE LWI CHECK #104154 - For Certified Copy	5.00
05/28/19	CASH ADVANCE LWI CHECK #104155 - To Record Notice / Order	40.00
05/28/19	CHECK CHARGE x Two (2) LWI CHECK ADVANCES	10.00
	*** OBTAIN CERTIFIED COPY of ORDER (Advance Fes) RECORD w/in NORMAL COURSE (Advance Fees)	
TOTAL:		55.00



1 E. Charleston Blvd
Suite 200
Las Vegas, NV 89104
Phone: 702.384.3840
Fax: 702.799.9147

Invoice

Date	Invoice #
1/8/2019	9/168

Bill To:
Law Office of Vernon Nelson 6787 W. Tropicana Ave Suite 232 Las Vegas, NV 89103
Phone 702-476-2500 Fax

P.O. No.	Terms	Rep	Ship Date	Ordered By	QUIVX Job #	Client Matter #
415161	Net 30	CR	1/8/2019	Coreene Dro...	415161	Ocwen Loan Servicing...
Qty	Description					Amount
	Client Matter: Ocwen Loan Servicing vs. Chorus Holdings, et, al; Case No.: A-14-696367-C; Ref. No.: 434.0000					
2,336	Black & White Blowbacks with light assembly					303.68T
1	1" Round ring binder					8.00T
2	3" D-ring binder					34.00T
1	5" D-ring binder					25.00T
7	Complimentary cover and spine					0.00T
	Subtotal					401.26T
Received by:						

Received by:	Total \$401.26 Payments/Credits \$0.00 Balance Due \$401.26
Signature: Printed Name:	
Invoices past due will incur a 1.5% late fee each month. We recognize that some of our customers may be billing these expenses to their clients. However, QUIVX's customers remain ultimately responsible for payment within our terms regardless of their receivables.	
Please make checks payable to: QUIVX Tax Information: CHOICE LEGAL DOCUMENT SOLUTIONS, INC. Tax ID# 56-2317932	

AA3348

**Veritext Corp
Western Region**

707 Wilshire Boulevard, Suite 3500
Los Angeles CA 90017
Tel. (949) 777-9304



Bill To: Melissa Ingleby
The Law Office of Vernon Nelson
9480 S Eastern Ave
Suite 252
Las Vegas NV 89123

Remit To: Veritext
P.O. Box 71303
Chicago IL 60694-1303

Statement of Account

For questions regarding this statement please contact Emily Jin at 949-777-9329 or ejin@veritext.com

Statement Date: 7/5/2018							Total Balance Due:		\$368.80
Invoice #	Invoice Date	Job #	Job Date	Caption	Contact	Type	Aged	Balance Due	
CA3321690	4/25/2018	2853686	4/10/2018	Ocwen Loan Servicing, LLC v Chersus Holdings, LLC; Et. Al.	Melissa Ingleby	C	71	\$368.80	
							Total:	\$368.80	

Current	31-60 Days	61-90 Days	> 90 Days	Total
\$0.00	\$0.00	\$368.80	\$0.00	\$368.80

Please Remit Payment To:

Veritext
P.O. Box 71303
Chicago IL 60694-1303

Page 1 of 1

Fed. Tax ID: 20-3132569

Visa, Mastercard & American Express Accepted

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments or refunds will be made after 90 days.

AA3349

**Veritext Corp
Western Region**

707 Wilshire Boulevard, Suite 3500
Los Angeles CA 90017
Tel. (949) 777-9304



Bill To: R. Lynch
The Law Office of Vernon Nelson
9480 S Eastern Ave
Suite 252
Las Vegas NV 89123

Remit To: Veritext
P.O. Box 71303
Chicago IL 60694-1303

Statement of Account

For questions regarding this statement please contact Emily Jin at 949-777-9329 or ejin@veritext.com

Statement Date: 4/5/2018						Total Balance Due: \$535.27		
Invoice #	Invoice Date	Job #	Job Date	Caption	Contact	Type	Aged	Balance Due
CA3205961	1/3/2018	2775710	12/21/2017	Ocwen Loan Servicing, LLC v Chersus Holdings LLC; Et. Al.	R. Lynch	C	86	\$535.27
Total:								\$535.27

Current	31-60 Days	61-90 Days	> 90 Days	Total
\$0.00	\$0.00	\$535.27	\$0.00	\$535.27

Please Remit Payment To:

Veritext
P.O. Box 71303
Chicago IL 60694-1303

Page 1 of 1

Fed. Tax ID: 20-3132569

Visa, Mastercard & American Express Accepted

TERMS: Payable upon receipt. Accounts 30 days past due will bear a finance charge of 1.2% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments or refunds will be made after 90 days.

AA3350



584139>

Route #: 909

Attention: KIMANI T.
Law Offices Of: VERNON NELSON
9480 S. EASTERN #252
Las Vegas NV 89123

Friday February 22, 2018

INVOICE

4762500.584139

Work Order #: 01913339
Attorney File #: **A-14-696357-C**
Case #: A-14-696357-C
Court: DISTRICT COURT CLARK COUNTY, NEVADA
Title: OCWEN LOAN SERVICING vs. CHERSUS HOLDINGS
Description: CHECK

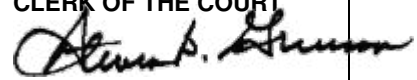
Date	Description	Amount
------	-------------	--------

	Miscellaneous Job: RUNNER	
--	---------------------------	--

15.00

1118 FREMONT STREET Las Vegas, NV 89101
Telephone: (702) 384-0305 , FAX: (702) 384-8638 Tax ID: 880223382

AA3351



MRTX

WRIGHT, FINLAY & ZAK, LLP

Dana Jonathon Nitz, Esq.

Nevada Bar No. 0050

Paterno C. Jurani, Esq.

Nevada Bar No. 8136

7785 W. Sahara Ave., Suite 200

Las Vegas, Nevada 89117

(702) 475-7964 Fax: (702) 946-1345

pjurani@wrightlegal.net

Attorneys for Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Plaintiff,

vs.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; FIRST 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, a Foreign Limited Liability
Company; UNITED LEGAL SERVICES, INC.,
a Domestic Corporation; DOES I through X;
and ROE CORPORATIONS XI through XX,
inclusive,

Defendants.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

vs.

OCWEN LOAN SERVICING, LLC, a Foreign
Limited Liability Company,

Counter-Defendants.

Case No.: A-14-696357-C

Dept. No.: IV

**OCWEN LOAN SERVICING, LLC'S
MOTION TO RETAX AND SETTLE
COSTS**

COMES NOW Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC (hereinafter “Ocwen”), by and through its attorneys of record, Dana Jonathon Nitz, Esq. and Paterno C. Jurani, Esq., of the law firm of Wright, Finlay & Zak, LLP, and hereby submits its Motion to Retax and Settle Costs (“Motion”).

This Motion is based on the attached Memorandum of Points and Authorities, all papers and pleadings on file herein, and on any oral or documentary evidence that may be submitted at a hearing on this matter.

DATED this 15th day of October, 2019.

WRIGHT, FINLAY & ZAK, LLP

/s/ Paterno C. Jurani, Esq.

Dana Jonathon Nitz, Esq.

Nevada Bar No. 0050

Paterno C. Jurani, Esq.

Nevada Bar No. 8136

7785 W. Sahara Ave., Suite 200

Las Vegas, Nevada 89117

*Attorneys for Plaintiff/Counter-Defendant, Ocwen
Loan Servicing, LLC*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Ocwen submits its Motion to Retax and Settle Costs in response to the Memorandum of Costs and Disbursements (“Memorandum”) served by Defendant/Counterclaimant, Chersus Holdings, LLC (“Chersus”). Pursuant to NRS 18.110(4), the adverse party may move the court to retax and settle the costs.

Chersus’s Memorandum was filed and served **almost five months later** than the five days following after entry of the Order provided by NRS 18.110(1). As such, Ocwen respectfully requests that the Court grant its Motion to Retax and Settle Costs, thereby refusing to award any costs to Chersus. In the alternative, Ocwen respectfully requests the Court remove or reduce the following costs: (1) all entries including the notation “On Invoice”; (2) “Deposition Transcripts” in the amount of \$357.77; (3) “Deposition Transcripts” in the amount

1 of \$554.07; (4) “Deposition Transcript” in the amount of \$535.27; and (5) “Litigation Support
2 Vendor” in the amount of \$401.26.

3 **II. LEGAL ARGUMENT**

4 **A. THE COURT SHOULD AWARD NO COSTS DUE TO CHERSUS’S FAILURE 5 TO COMPLY WITH NRS 18.110.**

6 Although NRS 18.020 provides that costs must be allowed to the prevailing party, the
7 costs that may be awarded are limited by statute and case law. Any award of costs is within the
8 discretion of the trial court. *Bergmann v. Boyce*, 109 Nev. 670, 679, 856 P.2d 560, 565-66
9 (1993) (citations omitted). And, in awarding costs, “the trial court should exercise restraint
10 because ‘**statutes permitting recovery of costs**, being in derogation of the common law, **must**
11 **be strictly construed.**’” *Id.* (citations omitted, emphasis added). Pursuant to NRS 18.110(1),
12 “The party in whose favor judgment is rendered, and who claims costs, **must file** with the clerk,
13 and serve a copy upon the adverse party, **within 5 days after the entry of judgment**, or such
14 further time as the court or judge may grant, a memorandum of the items of the costs in the
15 action or proceeding...” (Emphasis added.) Here, the entry of judgment was on May 14, 2019¹,
16 meaning Chersus’s Memorandum would have to have been filed no later than May 21, 2019.
17 The Chersus’s Memorandum, however, was not filed until October 12, 2019, thus making it
18 absurdly untimely.

19 Because Chersus failed to comply with NRS 18.110(1), this Court should refuse to
20 award any costs to Chersus.

21 **B. CHERSUS HAS FAILED TO FULLY SUPPORT ITS CLAIMED COSTS WITH 22 SUPPORTING DOCUMENTATION PURSUANT TO NRS 18.005 AND NRS 23 18.020.**

24 Even assuming *arguendo* that Chersus’s Memorandum had been timely filed, Chersus is
25 not entitled to all of the costs it seeks. Should this Court choose to entertain Chersus’s
26 Memorandum, many of Chersus’s alleged costs should be excluded for failure to provide

27 ¹ Indeed, in Chersus’s Opposition to Ocwen’s Motion for Reconsideration it alleges judgment
28 was entered on May 7, 2019, which Ocwen denies. As explained in Ocwen’s Reply in Support
of Motion for Reconsideration, at pp. 3-4, the Notice of Entry of Order was not served until May
14, 2019. Ocwen incorporates those arguments herein by reference.

1 supporting documentation. “A district court is not permitted to award attorney fees or costs
2 unless authorized by statute, rule or contract.” *U.S. Design & Constr. Corp. v. Int’l Bhd. Of*
3 *Elec. Workers*, 118 Nev. 458, 462, 50 P.3d 170, 173 (Nev. 2002). Through its Memorandum,
4 Chersus appears to invoke the cost-shifting provisions found in NRS 18.005 and NRS 18.020.
5 The Supreme Court of Nevada has authoritatively construed these same cost-shifting statutes to
6 require submission of documentation providing evidentiary support for costs claimed through a
7 memorandum of costs. *Jacksonville Police & Fire Pension Fund v. Brokaw* (In re *Dish*
8 *Network Derivative Litig.*), ___ Nev. ___, 401 P.3d 1081, 1093 (Nev. 2017) (stating, “[t]o
9 support an award of costs, justifying documentation must be provided to the district court to
10 “demonstrate how such [claimed costs] were necessary to and incurred in the present action.”).
11 The Supreme Court of Nevada further clarified this requirement by expressly reiterating,
12 **“Justifying documentation means ‘something more than a memorandum of costs.’”** *Id.*
13 (emphasis added).

14 Indeed, for the better part of a generation, the Supreme Court of Nevada has construed
15 the cost-shifting statutes under which Chersus now seeks relief strictly to require proof of actual
16 costs incurred by the movant in recognition of the fact that NRS 18.005 and NRS 18.020
17 operate in derogation of the common law. *See, e.g., Bobby Berosini, Ltd. v. People for the*
18 *Ethical Treatment of Animals*, 114 Nev. 1348, 1352, 971 P.2d 383, 385 (Nev. 1998) (citing
19 *Gibellini v. Klindt*, 110 Nev. 1201, 1205, 885 P.2d 540, 543 (Nev. 1994) for the same
20 proposition). The supporting documentation, in turn, must demonstrate how the movant’s
21 claimed costs are reasonable, necessary, and were actually incurred. *See, e.g., The Cadle Co. v.*
22 *Woods & Erickson, LLP*, 131 Nev. Adv. Op. 15, 345 P.3d 1049, 1054 (Nev. 2015) (stating,
23 “Thus, costs must be reasonable necessary, and actually incurred. We will reverse a district
24 court decision awarding costs if the district court has abused its discretion in so determining.”).

25 Although the Court has wide discretion in adjudicating a memorandum of costs, that
26 discretion is not unlimited. *Id.* at 1054 (recognizing that NRS 18.020 “give[s] district courts
27 wide, but not unlimited, discretion to award costs to prevailing parties. Costs awarded must be
28 reasonable....”). An award of costs in the complete absence of supporting documentation has

1 been held to constitute an abuse of discretion and reversible error by the Supreme Court of
2 Nevada. *See, e.g., Bobby Berosini, Ltd.*, 114 Nev. At 1353, 971 P.2d at 386 (stating, “Based on
3 our review of the record on appeal, we note that PAWS’ memorandum of costs is completely
4 void of any specific itemization. Because of the lack of sufficient supporting documentation,
5 we conclude that the district court abused its discretion in awarding costs to PAWS.”). In *Dish*
6 *Networks*, the Nevada Supreme Court spoke clearly and unequivocally: a memorandum of costs
7 must be accompanied by supporting documentation, and supporting documentation. 401 P.3d at
8 1093.

9 Here, Chersus’s Memorandum includes approximately 31 entries which state “On
10 Invoice.” Chersus neither provides an explanation what “On Invoice” means, nor attaches any
11 documentation in support of these charges. Additionally, Chersus includes two items entitled
12 “Deposition Transcripts”- one for \$357.77 dated August 22, 2018, and one for \$554.07 dated
13 August 30, 2018. Memo. at 2:14-15. Both of these entries state MC Exhibit 11, yet no exhibit
14 11 is attached to Chersus’ Memorandum.

15 The above-referenced “Deposition Transcripts” and “On Invoice” entries are not
16 supported by any documentation demonstrating that these costs were reasonable, necessary, or
17 actually incurred.

18 Chersus’s submission of these costs without the benefit of supporting documentation is
19 deficient on its face and fatal to its request for relief. Therefore, these costs must be denied.

20 **C. COSTS CLAIMED BY CHERSUS ARE NOT REASONABLE OR NECESSARY.**

21 Chersus’s Memorandum should be denied in its entirety because it was filed woefully
22 late. However, should this Court choose to entertain Chersus’s Memorandum, many of its
23 alleged costs should be excluded as they simply are not reasonable.

24 The costs that may be awarded are limited by NRS 18.005, which defines costs as the
25 following:

- 26 1. Clerks’ fees.
- 27 2. Reporters’ fees for depositions, including a reporter’s fee for one copy of each
- 28 deposition.

3. Jurors' fees and expenses, together with reasonable compensation of an officer appointed to act in accordance with NRS 16.120.
4. Fees for witnesses at trial, pretrial hearings and deposing witnesses, unless the court finds that the witness was called at the instance of the prevailing party without reason or necessity.
5. Reasonable fees of not more than five expert witnesses in an amount of not more than \$1,500 for each witness, unless the court allows a larger fee after determining that the circumstances surrounding the expert's testimony were of such necessity as to require the larger fee.
6. Reasonable fees of necessary interpreters.
7. The fee of any sheriff or licensed process server for the delivery or service of any summons or subpoena used in the action, unless the court determines that the service was not necessary.
8. Compensation for the official reporter or reporter pro tempore.
9. Reasonable costs for any bond or undertaking required as part of the action.
10. Fees of a court bailiff or deputy marshal who was required to work overtime.
11. Reasonable costs for telecopies.
12. Reasonable costs for photocopies.
13. Reasonable costs for long distance telephone calls.
14. Reasonable costs for postage.
15. Reasonable costs for travel and lodging incurred taking depositions and conducting discovery.
16. Fees charged pursuant to NRS 19.0335.
17. Any other reasonable and necessary expense incurred in connection with the action, including reasonable and necessary expenses for computerized services for legal research.

The Nevada Supreme Court has counseled trial courts to exercise their discretion "sparingly...when considering whether or not to allow expenses not specifically allowed by statute and precedent." *Bergmann v. Boyce*, at 679.

Chersus's Memorandum is difficult to follow as costs are not adequately described, categories are not grouped, exhibits are not labeled, and not all entries are in chronological order. In particular, deposition transcripts do not indicate the name of the deponent. Chersus includes a "Deposition Transcript" charge of \$535.27, dated January 9, 2018, with invoice

1 attached as Exhibit 9. Chersus also includes a "Deposition Transcript" charge of \$527.24, dated
2 March 1, 2018, with invoice attached as Exhibit 2. It is unclear why Exhibit 9 is dated March 1,
3 2018, as that date does not appear on the invoice. In fact, both Exhibit 2 and Exhibit 9 are dated
4 January 9, 2018 and indicate a job date of December 21, 2017. As only one deposition was
5 taken on that date, of Robert Atkinson of United Legal Services, it is apparent that this is a
6 duplicate and only one charge should be allowed.

7 Additionally, Chersus includes an entry entitled "Litigation Support Vendor," dated
8 May 1, 2019, with invoice in the amount of \$401.26 attached as Exhibit 7. Chersus provides
9 no explanation for this charge, or why it is reasonable and necessary.

10 Albeit untimely, Chersus still failed to meet the specificity requirements imposed by the
11 Supreme Court and failed to demonstrate that the above-referenced costs were reasonably or
12 necessarily incurred and, thus, they should not be included in any award.

13 **III. CONCLUSION**

14 Ocwen respectfully requests that this Court refuse to award any costs to Chersus as it
15 **failed to comply with the deadline to seek costs by almost five months.** In the alternative,
16 Ocwen requests the Court exclude the charges referenced above as being unsupported by
17 documentation, duplicative, or insufficiently described as to why they are necessary and
18 reasonable.

19 DATED this 15th day of October, 2019.

20 WRIGHT, FINLAY & ZAK, LLP

21 /s/ Paterno C. Jurani, Esq.

22 Dana Jonathon Nitz, Esq.

23 Nevada Bar No. 0050

24 Paterno C. Jurani, Esq.

25 Nevada Bar No. 8136

26 7785 W. Sahara Ave., Suite 200

27 Las Vegas, Nevada 89117

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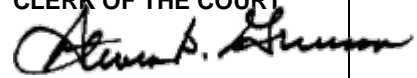
CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 15th day of October, 2019, I did cause a true copy of **OCWEN LOAN SERVICING, LLC'S MOTION TO RETAX AND SETTLE COSTS** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFCR 9, addressed as follows:

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Attorneys for Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Plaintiff,

vs.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; FIRST 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, a Foreign Limited Liability
Company; UNITED LEGAL SERVICES, INC.,
a Domestic Corporation; DOES I through X;
and ROE CORPORATIONS XI through XX,
inclusive,

Defendants.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

vs.

OCWEN LOAN SERVICING, LLC, a Foreign
Limited Liability Company,

Counter-Defendants.

Case No.: A-14-696357-C

Dept. No.: IV

**OCWEN LOAN SERVICING, LLC'S
OPPOSITION TO CHERSUS
HOLDINGS, LLC'S MOTION FOR: (1)
JUDGMENT OR PROVE-UP HEARING
FOR COMPENSATORY, STATUTORY,
AND PUNITIVE DAMAGES; (2) ORDER
AWARDING ATTORNEY'S FEES TO
CHERSUS HOLDINGS, LLC; AND (3)
ORDERS FOR SPECIFIC
PERFORMANCE**

COMES NOW Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC (hereinafter “Ocwen”), by and through its attorneys of record, Dana Jonathon Nitz, Esq. and Paterno C. Jurani, Esq., of the law firm of Wright, Finlay & Zak, LLP, and hereby submits its Opposition To Chersus Holdings, LLC’s Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney’s Fees to Chersus Holdings, LLC; and (3) Orders for Specific Performance (“Motion”).

This Opposition is based on the attached Memorandum of Points and Authorities, all papers and pleadings on file herein, and on any oral or documentary evidence that may be submitted at any hearing on this matter.

DATED this 29th day of October, 2019.

WRIGHT, FINLAY & ZAK, LLP

/s/ Paterno C. Jurani, Esq.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This matter is one of many cases involving the unsettled and constantly changing law regarding homeowner’s association foreclosure sales. Defendant/Counterclaimant, Chersus Holdings, LLC (“Chersus”) alleges that First 100, LLC (“First 100”) purchased the real property at issue (the “Property”) by being the highest bidder at a homeowners’ association non-judicial foreclosure sale, and subsequently transferred it to Chersus. Chersus alleges that the first Deed of Trust was extinguished by the HOA foreclosure sale held on May 25, 2013 (the “HOA Sale” or “foreclosure sale”), and that it holds title to the Property free and clear.

Chersus now seeks damages on its wrongful foreclosure and trespass claims, as well as

1 treble damages, punitive damages, and attorneys' fees. Chersus's requests are unreasonable and
2 excessive, and do not reflect the unsettled and constantly changing law regarding HOA
3 foreclosure sales, as Chersus itself has acknowledged in the declaration in support of its Motion.
4 This matter does not involve any action by Ocwen that was fraudulent, willfully oppressive, or
5 with conscious disregard to Chersus's rights. As such, any award of damages to Chersus should
6 reflect same.

7 Moreover, any award of lost rents should reflect the significant rents already received by
8 Chersus, in an amount exceeding \$32,000. Further, Chersus should not be entitled to any
9 alleged costs of the improvements since the Court ruled in favor of Chersus as to the quiet title
10 claim, and Chersus retains title to and possession of the Property and the improvements.
11 Moreover, Chersus has provided no real evidence that these improvements were ever done,
12 despite Ocwen's requests for same. Damages are recoverable to the extent they are reasonably
13 certain, but they still must be proved.

14 Chersus's request for unjust enrichment damages should also be disallowed because
15 Ocwen has not retained rents or the alleged improvements. Further, these damages are
16 duplicative of the prior requests.

17 Additionally, Chersus is not entitled to treble damages pursuant to NRS 40.230 because
18 its alleged damages of \$123,530.00 are not nominal. Moreover, Chersus's own calculations
19 show that it does not believe its damages are difficult to assess.

20 Chersus is not entitled to punitive damages because Ocwen did not act with conscious
21 disregard of Chersus's rights. As acknowledged by Chersus, this matter involved the unsettled
22 and constantly changing law regarding homeowner's association foreclosure sales. It did not
23 involve any conscious disregard of Chersus's rights by Ocwen, but rather the parties seeking
24 clarification in a developing area of law.

25 Finally, Chersus is not entitled to attorneys' fees and costs. While this matter did
26 involve a wrongful foreclosure claim, it is apparent that the primary focus of the lawsuit was the
27 quiet title claim. Chersus's request for attorneys' fees for the entirety of its work on this case,
28 despite spending a fraction of its time working on the wrongful foreclosure claim, is patently

1 unfair, unsupported by facts or law, and would constitute an abuse of discretion. Further,
2 Chersus is not entitled to fees under NRS 18.010(b), because this case was not brought or
3 maintained without reasonable ground or to harass, as acknowledged by Chersus when it
4 references the “unsettled and constantly changing law regarding the validity and effect of HOA
5 foreclosures.”¹ Additionally, Chersus is not entitled to attorneys’ fees because Ocwen declined
6 an Offer of Judgment. The *Beattie* factors weigh heavily in Ocwen’s favor given the unsettled
7 nature of the law in Nevada on HOA lien cases at the time of the offer. It cannot be said that
8 Ocwen’s decision to reject the offer was not in good faith or was grossly unreasonable.

9 **II. LEGAL ARGUMENT**

10 **A. ANY AWARD OF DAMAGES SHOULD REFLECT THE ONGOING, EVER- 11 CHANGING STATUS OF THE LAW IN REGARD TO HOA LIEN CASES.**

12 This Court’s ruling in favor of Chersus should reflect that Ocwen’s behavior in this
13 matter was not fraudulent, willfully oppressive, or with conscious disregard to Chersus’s rights.
14 Instead, this Court’s ruling in favor of Chersus reflects an area of law that is newly developed
15 and in flux. Indeed, Chersus acknowledges “the unsettled and constantly changing law
16 regarding the validity and effect of HOA foreclosures” in its Declaration of Vernon Nelson in
17 Support of Motion, at 3:1-2, 3:11, 4:9-10, 4:19. Further, Ocwen respectfully submits that this
18 Court’s decision is refuted by the Nevada Supreme Court’s recent decision in *Lahrs Family*
19 *Trust v. JPMorgan Chase Bank, N.A.*, Case No. 74059 (Nev. Aug 27, 2019) (“*Lahrs*”)
20 (unpublished), as submitted in Ocwen’s Notice of Supplemental Authorities, filed September 6,
21 2019, in support of Ocwen’s Motion for Reconsideration.

22 Ocwen was not aware that the HOA Sale could have the effect of extinguishing the
23 Deed of Trust. The HOA Sale occurred in May 2013 and the Deed of Trust foreclosure was
24 completed in January 2014. Yet, the *SFR*² decision, in which the Nevada Supreme Court ruled
25 for the first time that a portion of a homeowners association lien had true priority over a deed
26 of trust, was not issued until September 2014. That decision displaced over 20 years of

27 ¹ Declaration of Vernon Nelson in Support of Motion, at 3:1-2, 3:11, 4:9-10, 4:19.

28 ² *SFR Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408, 2014 Nev. LEXIS 88, 130 Nev. Adv.
Rep. 75 (Nev. 2014).

1 practice with respect to the relationship of first deeds of trust to HOA assessment liens. Prior
2 to the entry of that decision, the overwhelming majority of state and federal court decisions
3 showed the question of whether foreclosure of an association lien extinguished a first deed of
4 trust had not been answered. Prior to *SFR*, many Nevada courts ruled that foreclosure sales
5 pursuant to NRS 116.3116, *et seq.* **did not** eliminate a first deed of trust and NRS 116.3116(2)
6 merely created payment priority liens. These included federal judges George, Dawson, Hicks,
7 Jones, Navarro and Mahan and Eighth Judicial District Court Judges Herndon, Earley, Glass,
8 Walsh, Gonzalez, Denton, Silver, Williams, Villani, Barker, Tao, Johnson, Miley, Delaney,
9 Allf, Israel, and Wiese.³ Indeed, Judge Dawson commented, in *Premier One Holdings, Inc. v.*
10 *BAC Home Loans Servicing LP*, 2013 U.S. Dist. LEXIS 112590, “Every federal court in this
11 district to decide this issue has held that an HOA’s super-priority lien does not extinguish a
12 first position deed of trust.” The notable exception was the *later* decision by Judge Pro in 7912

14 ³ *LN Mgmt. LLC Series 5204 Painted Sands v. Wells Fargo Bank, N.A.*, 2:13-cv-1200-LDG-
15 PAL, Opinion, 2013 WL 6535247 at *I (D. Nev. Dec. 12, 2013) (“this court considers the lack
16 of mandatory notice to prior lienholders to be relevant ... to a due process analysis”); *Premier*
17 *One Holdings, Inc. v. BAC Home Loans Servicing LP*, 2: 13-cv-895- JCM-GWF, Order
18 Granting Motion to Dismiss, 2013 WL 4048573 at *4 (D. Nev. Aug. 9, 2013) (granting motion
19 to dismiss because permitting an HOA super priority lien to extinguish a first deed of trust
20 “potentially violate[s] due process”); *First 100, LLC v. Wells Fargo Bank, N.A.*, 2:13-cv-
21 00431-JCM-PAL, Defs. Order Den. Pt’s Emergency Mot. For TRO 3:5-7 (Apr. 30, 2013)
22 (holding that extinguishment of a lender’s first-in-time deed of trust under the Statute “would
23 be a violation of [the lender’s] State and Federal due process rights”); *Paradise Harbor Place*
24 *Trust v. Deutsche Bank National Trust Co.*, Case No. A-13-687846, Dept. XX, Am. Order on
25 Defs Mot. to Dismiss or in the Alternative For Summ. J. 5:20-22, entered on January 22, 2014
26 (holding that NRS 116.3116 “is unconstitutional because it facially permits subordinate
27 interests to be erased without proper notice or any opportunity to object”); *Thunder Properties,*
28 *Inc. v. Greater Nevada Mortgage Services, LLC*, Case No. CV 13-01840, Dept. 7, Order
Granting Defs Mot. to Dismiss 8:24-9:2, entered on January 13, 2014 (granting motion to
dismiss because “allowing an HOA to expedite foreclosure, eject the homeowners, engage
relaxed notice requirements and extinguish the first deed of trust ... is expressly contrary to
Nevada’s public policy regarding foreclosures”); *SFR Investments Pool I, LLC v. Nationstar*
Mortgage, LLC, Case No. A-13-684596-C, Dept. XXXI, Order Den. Appl. for TRO n. 8,
entered on August 5, 2013 (holding that any assertion that notice is not required “would be a
violation of Defendant’s due process rights ... [and] would be Unconstitutional and hence
unenforceable.”) Ocwen acknowledges that these and other unpublished orders identified
herein are not binding authority. However, Ocwen respectfully submits that these orders
provide persuasive guidance.

1 *Limbwood Court Trust v. Wells Fargo Bank, N.A.*, 2013 WL 5780793 (D. Nev. Oct. 28, 2013).

2 There was no debate about the lien priority of the HOA lien as no court prior to 2012
3 had ever addressed the issue. In 2012, BAC Home Loans Servicing sued ten HOAs and six
4 collection agents for a declaratory judgment to allow them to pre-pay the superpriority lien,
5 and the HOA and HOA Trustees argued that the HOA superpriority lien was not even
6 “triggered” until the first security holder foreclosed.⁴ Therefore, prior to the entry of the *SFR*
7 decision, Ocwen was under the justified impression that the actions of the HOA did not affect
8 the priority of the first position Deed of Trust and, therefore, Ocwen’s foreclosure of the
9 Property was without fraud, willful oppressiveness, or conscious disregard to Chersus’s rights.
10 Any award of damages to Chersus should reflect same.

11 **B. CHERSUS’S CLAIM FOR LOST RENTAL INCOME SHOULD BE OFFSET BY**
12 **RENT PREVIOUSLY RECEIVED.**

13 Chersus argues that it is entitled to recover compensatory damages in the amount of lost
14 rental income from the time Ocwen took the Property on December 20, 2013. Motion at 3:21-
15 23. Chersus asserts it is entitled to lost rental income, through September of 2019, of \$88,350.
16 Motion at 4:9-22.

17 In support of its assertion, Chersus offers the declaration of John Zimmer. However,
18 Chersus has never before disclosed Mr. Zimmer or his calculations in contravention of NRCP
19 16.1(a)(1)(C)⁵, which requires a party to produce, “without awaiting a discovery request ... [a]
20 computation of any category of damages claimed.” The decision whether to permit an expert
21 witness to testify when there has been a failure to comply with the disclosure requirements of
22 NRCP 26(b)(4) is committed to the trial court’s discretion. *Otis Elevator Co. v. Reid*, 101 Nev.
23 515, 523, 706 P.2d 1378, 1383 (1985). Here, to avoid an abuse of that discretion, Mr. Zimmer’s
24 declaration must be stricken given Chersus’s utter failure to produce any evidence of lost rental

25 ⁴ See *BAC Home Loans Servicing, LP v. Stonefield II Homeowners Association, et al.*, 2011
26 U.S. Dist. LEXIS 83228, Leach MTD at 4:7, 8:14-18, 9:25-28. See also Arbitration Order,
27 which followed that case, at p. 4 (“All parties to this matter seem to agree that a super-priority
28 lien attaches or is “triggered” when the first deed of trust holder forecloses upon its deed of
trust.”).

⁵ See Chersus’s NRCP 16.1 List of Witnesses and Documents, attached hereto as **Exhibit 1**.

1 income, as well as evidence of any other damages, as discussed below, and given Ocwen's
2 inability to conduct discovery on the claimed damages.⁶

3 More importantly, Chersus's request is greatly overstated because it does not provide for
4 an offset of rents previously collected. Chersus produced a Residential Lease Agreement,
5 which was for a 36 month term beginning November 1, 2013, and ending November 1, 2016.⁷
6 The agreement provides for rent due on first day of the month at \$1,175.00 per month, plus a
7 \$1,200.00 security deposit. *Id.* The NRCP 30(b)(6) representative for Chersus, Jagdish Mehta,
8 testified that the tenants stopped paying sometime in early 2016.⁸ Even assuming the tenants
9 stopped paying in January, for February's rent, that means Chersus would have collected at least
10 27 months of rent (2013- 2 months; 2014- 12 months; 2015- 12 months; 2016- 1 month), plus a
11 \$1,200.00 security deposit. As such, Chersus would have collected, at a minimum, \$32,925.00
12 (\$1,175.00 x 27 months = \$31,725.00, plus \$1,200.00 security deposit). Chersus's failure to
13 offset its claim for lost rental income is egregious and cause to question the entirety of its
14 damages claim⁹. In the absence of evidence to the contrary, Ocwen submits that Chersus's
15 claim should be offset by the full amount of the rental agreement, in the amount of \$42,300
16 (\$1,175.00 x 36 months).

17 **C. CHERSUS'S ALLEGED TORT DAMAGES FOR CONVERSION ARE**
18 **UNSUPPORTED BY EVIDENCE.**

19 Chersus argues that Mr. Mehta has offered undisputed testimony that Chersus spent
20 about \$35,000 to \$40,000 on improvements to the Property that constitute personal property.
21 Motion at 5:20-25. Since the Court ruled in favor of Chersus as to the quiet title claim, Chersus
22 should not be entitled to any alleged costs of the improvements since it retains title to and
23 possession of the Property and the improvements. Moreover, Chersus has provided absolutely

24 ⁶ At a minimum, under NRCP 56(f) Ocwen should be permitted to obtain the lease agreement,
25 and the collection file for the unit, as well as depose John Zimmer after obtaining his expert
26 witness file, and re-depose Mr. Mehta on the specific issue of rental income and expenses.

27 ⁷ *Id.* at CHER000006-12.

28 ⁸ See Transcript of Deposition of Jagdish Mehta, at 57:10-14, attached hereto as **Exhibit 2**.

⁹ Consider Nevada Pattern Jury Instruction 2.07: "If you believe that a witness has lied about
any material fact in the case, you may disregard the entire testimony of that witness or any
portion of this testimony which is not proved by other evidence."

no evidence of these improvements, other than Mr. Mehta's testimony. Damages are recoverable to the extent they are reasonably certain, but they still must be proved. *Davis v. Yageo Corp.*, 481 F.3d 661, 684 (9th Cir. 2007) (citing *Toscano v. Greene Music*, 124 Cal.App.4th 685, 695, 21 Cal.Rptr.3d 732 (2004); *Mendoyoma Inc. v. County of Mendocino*, 8 Cal.App.3d 873, 880–81, 87 Cal.Rptr. 740 (1970)). Although the amount of special damages need not be mathematically exact, there must be an evidentiary basis for determining an amount that is reasonably accurate. *Countrywide Home Loans, Inc. v. Thitchener*, 124 Nev. 725, 737, 192 P.3d 243 (2008) (“*Thitchener*”).

At the deposition of Mr. Mehta, counsel for Ocwen asked him to produce records of Chersus's alleged improvements to the Property.¹⁰ However, Mr. Mehta testified that he has no records due to his carelessness, and because he never asked for them.¹¹

Even now, Chersus presents no real evidence that these improvements were ever done. Chersus asks the Court to award \$35,000 in damages for conversion based solely on cost estimates for various improvements from a website, www.homeadvisor.com. Motion at 6:7-12.

Furthermore, the Court ruled in favor of Chersus as to the claim for quiet title. As such, Chersus should not be entitled to the alleged costs of the improvements since it retains title to and possession of the Property and the improvements.

D. CHERSUS IS NOT ENTITLED TO DAMAGES FOR UNJUST ENRICHMENT BECAUSE OCWEN HAS NOT RETAINED RENTS OR THE ALLEGED IMPROVEMENTS, AND THESE DAMAGES ARE DUPLICATIVE.

Chersus argues that the measure of damages for unjust enrichment includes the amount of rent retained by Ocwen and its retention of the improvements that Chersus made to the premises. Motion at 6:15-19. Chersus argues those damages, as discussed above, include lost rental income of \$88,530.00 and the value of the improvements in the amount of \$35,000.00, for a total of \$123,530.00. *Id.* Ocwen has neither retained rents nor improvements. As discussed above, the Court ruled in favor of Chersus on quiet title, and Chersus retains title to

¹⁰ *Id.* at 52:9-13, 54:8-11.

¹¹ *Id.* at 52:17-22.

1 the Property and improvements. Moreover, Chersus has presented no evidence that Ocwen has
2 retained any rents. As such, Chersus is not entitled to damages for unjust enrichment.

3 Moreover, duplicative awards are not permitted. While Chersus is permitted to plead
4 alternative or different theories of relief based on the same facts, it may not recover more than
5 its total loss plus any punitive damages assessed. *Thitchener*, at 733. As acknowledged by
6 Chersus in its Motion, at 10:17-18, it is not entitled to duplicative damages.

7 **E. CHERSUS IS NOT ENTITLED TO TREBLE DAMAGES UNDER NRS 40.230**
8 **OR PUNITIVE DAMAGES.**

9 **1. Chersus is not entitled to treble damages pursuant to NRS 40.230 because its**
10 **alleged damages are not nominal.**

11 Chersus argues it is entitled to treble damages pursuant to NRS 40.230 because Ocwen
12 “forcibly entered” the Property. Motion at 7:10-11. Citing *Thitchener*, Chersus states that the
13 “purpose of NRS 40.170¹² was not punitive; instead it ‘was intended to enhance recovery in
14 actions for trespass to real property because actual damages in such cases are...difficult to
15 assess.’” Motion at 6:26-7:2. What Chersus slyly leaves out from that quote is that actual
16 damages in such cases are typically **nominal** or difficult to assess. *Thitchener*, at 735. The full
17 quote from *Thitchener* is, “Second, it is reasonable to presume that NRS 40.170 was intended to
18 enhance recovery in actions for trespass to real property because actual damages in such cases
are typically nominal or difficult to assess.” *Id.*

19 Here, Chersus’s alleged damages of \$123,530.00 for lost rental income and
20 improvements, which Ocwen contests, is certainly not nominal. And Chersus’s own
21 calculations show that it does not believe its damages are difficult to assess. Consequently,
22 Chersus is not entitled to treble damages pursuant to NRS 40.230.

23 **2. Chersus is not entitled to punitive damages because Ocwen did not act with**
24 **conscious disregard of Chersus’s rights.**

25 Chersus argues that it is entitled to punitive damages because there is clear and
26 convincing evidence that Ocwen was guilty of oppression, fraud, or malice pursuant to NRS
27 42.001. Motion at 9:3-7.

28 _____
¹² NRS 41.170 has been repealed and replaced by NRS 40.230.

1 NRS 42.001 provides:

2 Definitions; exceptions. As used in this chapter, unless the context otherwise
3 requires and except as otherwise provided in subsection 5 of NRS 42.005:

- 4 1. “Conscious disregard” means the knowledge of the probable harmful
5 consequences of a wrongful act and a willful and deliberate failure to act
6 to avoid those consequences.
- 7 2. “Fraud” means an intentional misrepresentation, deception or concealment
8 of a material fact known to the person with the intent to deprive another
9 person of his or her rights or property or to otherwise injure another
10 person.
- 11 3. “Malice, express or implied” means conduct which is intended to injure a
12 person or despicable conduct which is engaged in with a conscious
13 disregard of the rights or safety of others.
- 14 4. “Oppression” means despicable conduct that subjects a person to cruel and
15 unjust hardship with conscious disregard of the rights of the person.

16 In *Thitchener*, the Supreme Court stated that, “An award of punitive damages will not be
17 overturned if it is supported by substantial evidence of implied malice or oppression.
18 Substantial evidence is evidence that a reasonable mind might accept as adequate to support a
19 conclusion.” *Thitchener*, at 739. The Court further stated:

20 Under NRS 42.001, “[m]alice, express or implied” means conduct which is
21 intended to injure a person or despicable conduct which is engaged in with a
22 *conscious disregard* of the rights or safety of others.” Similarly, “[o]ppression”
23 means despicable conduct that subjects a person to cruel and unjust hardship with
24 conscious disregard of the rights of the person.” **Both definitions utilize**
25 **conscious disregard** of a person’s rights as a common mental element, which in
26 turn is defined as “the knowledge of the probable harmful consequences of a
27 wrongful act and a willful and deliberate failure to act to avoid those
28 consequences.”

(Last emphasis added.)

The Court further stated that that, “NRS 42.001(1) denotes conduct that, at a minimum,
must exceed mere recklessness or gross negligence.” *Id.* at 743.

Here, there was no conscious disregard of Chersus’s rights. As discussed above, and as
acknowledged by Chersus, this matter involved “the unsettled and constantly changing law
regarding the validity and effect of HOA foreclosures.”¹³ Prior to the *SFR* decision, there were

¹³ Declaration of Vernon Nelson in Support of Motion, at 3:1-2, 3:11, 4:9-10, 4:19.

1 many Nevada court decisions which ruled that foreclosure sales pursuant to NRS 116.3116, *et*
2 *seq.* **did not** eliminate a first deed of trust. As such, Ocwen could not be aware that an HOA
3 Sale could extinguish a first Deed of Trust, and, thus, could not act with conscious disregard of
4 Chersus's rights.

5 Furthermore, punitive damages are designed to punish and deter a party's culpable
6 conduct and act as a means for the community to express outrage and distaste for such conduct.
7 *Thitchener*, at 739. Here, discouraging conduct does not provide a basis for punitive damages.
8 The law related to HOA foreclosure sales is now more developed and there is no danger of
9 reoccurrence. Moreover, as discussed, there is no need to discourage behavior where it was
10 reasonably unknown that such behavior was improper at the time. Consequently, Chersus is not
11 entitled to an award of punitive damages.

12 **F. CHERSUS IS NOT ENTITLED TO ATTORNEYS' FEES AND COSTS.**

13 With regard to Chersus's claim for costs, Ocwen incorporates herein by reference its
14 Motion to Retax and Settle Costs, filed on October 15, 2019.

15 Chersus argues it is entitled to an award of attorneys' fees because it prevailed on its
16 claim for wrongful foreclosure. Motion at 10. Chersus cites only *Horgan v. Felton*, 123 Nev.
17 577, 586, 170 P.3d 982, 988 (2007), where the Court held that attorneys' fees are only available
18 as special damages in slander of title actions, and not simply when a litigant seeks to remove a
19 cloud upon title. Although, *Horgan* does not involve a wrongful foreclosure claim, Chersus
20 asks this Court to extend the ruling to allow attorneys' fees in this case. However, while this
21 matter did involve a wrongful foreclosure claim, it is apparent that the primary focus of the
22 lawsuit was the quiet title claim. Indeed, if Chersus did not prevail on the quiet title claim it
23 would not prevail have prevailed on its claim for wrongful foreclosure. Chersus does not even
24 request fees for the portion of its work attributable to the wrongful foreclosure claim. Instead, it
25 requests attorneys' fees for the entirety of its work on this case, despite spending a fraction of its
26 time working on the wrongful foreclosure claim. Awarding Chersus attorneys' fees under these
27 circumstances is patently unfair, unsupported by facts or law, and would constitute an abuse of
28 discretion.

1 Chersus further argues that it is entitled to an award of attorneys' fees under NRS
2 18.010(b), which provides the Court may award fees to the prevailing party if it finds a claim
3 "was brought or maintained without reasonable ground or to harass the prevailing party."
4 Motion at 11:20-22. It is puzzling how Chersus can claim this case was brought or maintained
5 without reasonable ground or to harass, while at the same time acknowledging that HOA
6 foreclosure litigation involved "unsettled and constantly changing law regarding the validity and
7 effect of HOA foreclosures."¹⁴

8 Chersus also argues that it is entitled to attorneys' fees because Ocwen declined an Offer
9 of Judgment served on December 26, 2018. Motion at 13:1-6. Even if Ocwen failed to obtain a
10 more favorable outcome than the Offer, Chersus is not entitled an award of attorney fees and
11 costs pursuant to NRCP 68. Under Nevada law, claims for attorneys' fees and costs are highly
12 fact intensive, requiring careful judicial evaluation before such an award is warranted. *Wynn v.*
13 *Smith*, 117 Nev. 6, 13, 16 P.3d 424, 428 (2001). Because NRCP 68 is permissive in nature,
14 rather than mandatory, an award of attorneys' fees is purely discretionary. *RTTC Communs.,*
15 *LLC v. The Saratoga Flier, Inc.*, 121 Nev. 34, 41, 110 P.3d 24, 28 (2005). Moreover, this
16 Court's discretion must be tempered by reason and fairness. *See Albios v. Horizon*
17 *Communities, Inc.*, 122 Nev. 409, 132 P.3d 1022, 1034 (2006).

18 In conjunction with exercising careful discretion, this Court must consider several
19 factors – the *Beattie* factors – in making its determination. *See Beattie v. Thomas*, 99 Nev. 579,
20 668 P.2d 268 (1983). The *Beattie* factors serve as a litmus test to determine if an award of
21 attorneys' fees is consistent with the underlying policy of an offer of judgment. Importantly,
22 these factors should not be construed in Chersus's favor simply because it is the prevailing
23 party. If the *Beattie* factors are not met, the Court, within its discretion, should refuse to award
24 attorneys' fees. Here, as explained below, an analysis of the *Beattie* factors precludes an award
25 of fees and costs to Chersus.

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¹⁴ Declaration of Vernon Nelson in Support of Motion, at 3:1-2, 3:11, 4:9-10, 4:19.

1 No attorneys' fees should be awarded here based on the *Beattie* factors. It is well
2 understood that offers of judgment are "not intended to unfairly force plaintiffs to forego
3 legitimate claims." *Frazier v. Drake*, 131 Nev. Adv. Op. 64, 357 P.3d 365, 372 (Nev. App.
4 2015); *see Beattie v. Thomas*, 99 Nev. 579, 588, 668 P.2d 268, 274 (1983). This purpose is
5 clearly shown by the fact that "three of the four *Beattie* factors require an assessment of whether
6 the parties' actions were undertaken in good faith." *Id.* As the Nevada Supreme Court has
7 recognized, "[i]f the good faith of either party in litigating liability and/or damage issues is not
8 taken into account, offers would have the effect of unfairly forcing litigants to forego legitimate
9 claims." *Yamaha Motor Co., U.S.A. v. Arnoult*, 114 Nev. 233, 252, 955 P.2d 661, 673 (1998).

10 As such, it is clear that the underlying purpose of NRCP 68 of encouraging settlement is
11 connected to the emphases that three *Beattie* factors place on good-faith participation. *Frazier*,
12 at 372, 131 Nev. Adv. Op. 64. In determining an award of attorneys' fees, the district court must
13 specifically determine (1) whether the claims were brought in good faith, (2) whether the offer
14 was reasonable and in good faith in both timing and amount, (3) whether the decision to reject
15 the offer and proceed to trial was grossly unreasonable or in bad faith, and (4) whether the
16 amount of fees requested is reasonable. *Id.*; *see Beattie*, at 588-89, 668 P.2d at 274. Given the
17 uncertainty in the existing case law at the time the offer was made and the case law favoring
18 Ocwen's position, set forth in its Motion to Alter or Amend, the first three factors weigh heavily
19 in favor of Ocwen, meaning an award of attorneys' fees to Chersus would not be fair or
20 reasonable. Further, none of the *Beattie* factors is outcome determinative and each factor must
21 be given appropriate consideration. *Id.*

22 Given the unsettled nature of the law in Nevada on HOA lien cases at the time of the
23 offer, it cannot be said that Ocwen's decision to reject the offer was not in good faith or was
24 grossly unreasonable. Therefore, in considering each of the *Beattie* factors below, this court
25 should deny Chersus's Motion, as the factors weigh heavily in Ocwen's favor.

26 **1. Ocwen's Claims Were Litigated in Good Faith.**

27 After years of ongoing homeowners' association foreclosure litigation, it has become
28 abundantly clear that each foreclosure sale necessitates a quiet title action to resolve the issues

1 related to who will continue to have an interest in the subject property. Ocwen simply asserted a
2 quiet title claims to resolve the competing claims to the Property and assert the legal arguments
3 that Ocwen's Deed of Trust was not extinguished by the HOA's foreclosure sale, which were
4 necessitated by the ongoing flux of HOA foreclosure litigation, as acknowledged by Chersus.¹⁵
5 Therefore, Chersus cannot dispute that Ocwen's claim was brought and litigated in good faith.

6 Notwithstanding, this area of law – HOA lien foreclosures – has continued to evolve
7 with each additional appellate decision that is handed down. In this particular case, the Nevada
8 Supreme Court very recently, on August 27, 2019, issued its decision in *Lahrs Family Trust v.*
9 *JPMorgan Chase Bank, N.A.*, Case No. 74059 (Nev. Aug 27, 2019) ("*Lahrs*") (unpublished).
10 Ocwen respectfully submits that the *Lahrs* decision demonstrates that this Court's ruling was in
11 error.¹⁶

12 The *Lahrs* decision from the Nevada Supreme Court shows that Ocwen's claims were
13 litigated in good faith in this ever-evolving area of law. Additionally, this area of law is far from
14 resolved as the Nevada Supreme Court is constantly issuing decisions that impact and change
15 the legal landscape. Therefore, given the uncertainty surrounding HOA foreclosure sales and the
16 state of the law, Ocwen continued to litigate its claims in good faith and no basis exists for an
17 award of attorneys' fees and costs to Chersus. It cannot be said Ocwen's continued prosecution
18 of its quiet title claims, or defense of Chersus's quiet title claims, was in bad faith or that refusal
19 to accept the offer of judgment was "**grossly unreasonable.**"¹⁷

20 Chersus has no viable argument that Ocwen brought its claims in bad faith given the
21 unsettled nature of law at the time. Therefore, this factor weighs against an award of attorneys'
22 fees.

23 **2. Chersus's Offer of Judgment Was Made in Bad Faith and Unreasonable in the**
24 **Amount.**

25 In *Eagleman v. Eagleman*, 673 So. 2d 946 (Fla. Dist. Ct. App. 1996) (upholding a trial

26
27 ¹⁵ Declaration of Vernon Nelson in Support of Motion, at 3:1-2, 3:11, 4:9-10, 4:19.

28 ¹⁶ Ocwen referenced the *Lahrs* decision in a Notice of Supplemental Authorities, filed September 6, 2019, in support of Ocwen's Motion for Reconsideration.

¹⁷ *Beattie*, 99 Nev. at 588-89, 668 P.2d at 274 (emphasis added).

1 court's ruling that an offer of judgment was nominal and made in bad faith), the Court advised
2 that "trial courts should view with considerable skepticism nominal offers which bear no
3 reasonable relationship to damages and which are not founded upon a reasonable and realistic
4 assessment of liability. Such nominal offers cannot advance the statutory purpose of
5 encouraging settlement, but instead serve no purpose other than to lay a predicate for a
6 subsequent award of attorney's fees as occurred here." *Id.* at 948.

7 As discussed above, the *Beattie* factors require a determination of good faith
8 participation, and a nominal offer – or more particularly a zero dollar offer – cannot advance the
9 statutory purpose of NRCP 68 of encouraging settlement. Instead, such an offer would serve no
10 purpose other than for offeror to establish its claim for attorneys' fees. But so much more is
11 required of Chersus in order for it to invoke the penalties of NRCP 68 against Ocwen.

12 Here, Chersus Offer was unreasonable in amount as it sought Ocwen's release of its
13 claims for only \$25,000.00, at a time when the laws concerning the major issues governing this
14 case were unpredictable. Given the unsettled nature of the law, Ocwen could not determine if
15 \$25,000.00 was a fair and reasonable settlement offer to release a Deed of Trust on a Property
16 with an estimated fair market value of \$148,000.00 at the time of the HOA foreclosure sale.

17 Further, the Offer was also unreasonable in light of the fact that the Property was sold at
18 the HOA foreclosure sale for a mere \$3,500.00. This Offer undoubtedly amounts to bad faith, as
19 \$3,500.00 is only 2.36% of the fair market value (\$148,000) and 1.5% of the original loan
20 amount (\$234,739). Therefore, Deutsche Bank was reasonable in rejecting the Offer based on
21 the bad faith and unreasonable offer from Chersus.

22 **3. Ocwen's Decision to Reject the Offer Was Not Grossly Unreasonable or in Bad**
23 **Faith.**

24 Ocwen's decision to reject the \$25,000 Offer of Judgment was reasonable for the same
25 reasons provided under *Beattie* factors number one and two. It was not unreasonable for Ocwen
26 to reject such the offer in light of the unsettled area of law.

27 As discussed above, the underlying policy of an offer of judgment (NRS 17.115 and
28 NRCP 68) "is to save time and money for the court system, the parties and the taxpayers. They

1 reward a party who makes a *reasonable* offer and punishes the party who refuses to accept such
2 an offer.” *Dillard Dept. Stores, Inc. v. Beckwith*, 115 Nev. 372, 382, 989 P.2d 882, 888 (1999)
3 (citing *Muije v. A North Las Vegas Cab Co.*, 106 Nev. 664, 667, 799 P.2d 559, 561 (1990)
4 (emphasis added). In order for these purposes to be achieved, the offer of judgment must be a
5 reasonable amount such that the refusal to accept it must be “grossly unreasonable.” *Beattie*, 99
6 Nev. at 588-89, 668 P.2d at 274.

7 Because Chersus’s Offer of Judgment was a bald demand that Ocwen simply abandon
8 all of its claims/defenses, Ocwen’s rejection of said Offer of Judgment cannot be deemed
9 “grossly” unreasonable or in bad faith, especially in light of the unresolved legal issues at the
10 time Chersus served the Offer. *See e.g. Coe v. Centeno-Alvarez*, No. 57724, 2013 WL 3936512
11 (Nev. July 24, 2013) (unpublished) (even where the defendant’s liability was undisputed, the
12 Nevada Supreme Court determined that based on the fact that the offer of judgment was more
13 than six times the amount of his medical bills at the time of the offer, the district court's
14 determination that the defendant's rejection was not grossly unreasonable was an abuse of
15 discretion).

16 Based on the circumstances, the Chersus has failed to advance any coherent argument to
17 suggest bad faith or grossly unreasonable action on Ocwen’s part. Its sole argument is: Chersus
18 prevailed so it is entitled to attorneys fees. That is not the law of Nevada. To the contrary, it was
19 completely reasonable for Ocwen to reject the Chersus’s Offer of Judgment. Since Chersus
20 does not and cannot show that Ocwen’s decision to reject its \$25,000 Offer of Judgment was
21 grossly unreasonable or in bad faith, it cannot satisfy the third *Beattie* factor, creating another
22 basis for the denial of its Motion for Attorneys’ Fees and Costs.

23 This area of law is unsettled and ever-evolving, even as litigation was ongoing,
24 demonstrated by the authority arising after the briefing on the Motions for Summary Judgment
25 and again shown by the Notice of Supplemental Authorities when the Motion to Alter of
26 Amend was pending. Therefore, in light of the largely unsettled area of HOA litigation,
27 Ocwen’s decision to reject the Offer was wholly reasonable – and certainly was not grossly
28 unreasonable. If Ocwen had accepted the Offer, then this action would be in direct conflict of

1 the purposes of NRCP 68 by forcing Ocwen to forego legitimate claims. Ocwen would have
2 been essentially abandoning claims supported by unresolved factual and legal issues. Because
3 Ocwen did not have enough information and legal guidance at the time of the Offer to
4 adequately evaluate the merits of its claims in light of unsettled case law, Ocwen's rejection of
5 Chersus's Offer was reasonable. Similarly, in *Crockett & Myers, Ltd. v. Napier, Fitzgerald &*
6 *Kirby, LLP*, 583 F.3d 1232, 1239 (9th Cir. 2009), the Ninth Circuit upheld the denial of the an
7 award of attorney fees after the district court considered the *Beattie* factors "[g]iven the
8 complexity of the claims, the novelty of the legal questions presented, and the amount
9 requested." These same considerations are present here.

10 In sum, Chersus simply has not advanced any argument to suggest bad faith or grossly
11 unreasonable action on Ocwen's part. To the contrary, it was completely reasonable for Ocwen
12 to have rejected Chersus's Offer. Because Chersus does not and cannot show that Ocwen's
13 decision to reject Plaintiff's Offer was grossly unreasonable or in bad faith, Chersus cannot
14 satisfy the third *Beattie* factor, creating another basis for the denial of the Motion for Attorneys'
15 Fees and Costs. Therefore, each of the three good-faith-participation factors discussed above,
16 favor Ocwen.

17 III. CONCLUSION

18 For the foregoing reasons, Chersus should be denied compensatory damages, punitive
19 damages, treble damages and attorney fees. Its motion should be denied in its entirety.

20 DATED this 29th day of October, 2019.

21 WRIGHT, FINLAY & ZAK, LLP

22 /s/ Paterno C. Jurani, Esq.

23 Dana Jonathon Nitz, Esq.

24 Nevada Bar No. 0050

25 Paterno C. Jurani, Esq.

26 Nevada Bar No. 8136

27 7785 W. Sahara Ave., Suite 200

28 Las Vegas, Nevada 89117

*Attorneys for Plaintiff/Counter-Defendant, Ocwen
Loan Servicing, LLC*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 29th day of October, 2019, I did cause a true copy of **OCWEN LOAN SERVICING, LLC'S OPPOSITION TO CHERSUS HOLDINGS, LLC'S MOTION FOR: (1) JUDGMENT OR PROVE-UP HEARING FOR COMPENSATORY, STATUTORY, AND PUNITIVE DAMAGES; (2) ORDER AWARDING ATTORNEY'S FEES TO CHERSUS HOLDINGS, LLC; AND (3) ORDERS FOR SPECIFIC PERFORMANCE** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFCR 9, addressed as follows:

Michelle Adams	michellea@nelsonlawfirm.lv.com
Legal Assistant	legalassistant@nelsonlawfirm.lv.com
Master Calendering	mail@nelsonlawfirm.lv.com
Vernon A Nelson	vnelson@nelsonlawfirm.lv.com
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Steven B. Scow	sscow@kochscow.com
Thomas N. Beckom	tbeckom@mccarthyholthus.com

/s/ Faith Harris

An Employee of WRIGHT, FINLAY & ZAK, LLP

EXHIBIT 1

EXHIBIT 1

1 VERNON A. NELSON, JR., ESQ.
Nevada Bar No.: 6434
2 MELISSA INGLEBY, ESQ.
Nevada Bar No.: 12935
3 THE LAW OFFICE OF VERNON NELSON
9480 S. Eastern Ave., Ste. 252
4 Las Vegas, NV 89123
Tel.: 702-476-2500
5 Fax.: 702-476-2788
E-Mail: vnelson@nelsonlawfirm.lv.com
6 E-Mail: mingleby@nelsonlawfirm.lv.com
Attorneys for Defendant/Counter-Claimant CHERSUS HOLDINGS, LLC

8 DISTRICT COURT

9 COUNTY OF CLARK, STATE OF NEVADA

10 OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Case No.: A-14-696357-C
Dept No.: IV

11 Plaintiff,

12 vs.

13 CHERSUS HOLDINGS, LLC, a Domestic
14 Limited Liability Company; First 100, LLC, a
Domestic Limited Liability Company;
15 SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
16 Corporation; RED ROCK FINANCIAL
SERVICES, LLC, A Foreign Limited Liability
17 Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
18 through X; and ROE CORPORATIONS XI
through XX, inclusive

**DEFENDANT/COUNTER-CLAIMANT
CHERSUS HOLDINGS, LLC'S NRCP 16.1
LIST OF WITNESSES AND
DOCUMENTS**

19 Defendants,

20
21 CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

22 Counterclaimant,

23 vs

24 OWEN LOAN SERVICING, LLC, a Foreign
25 Limited Liability Company,

26 Counter-Defendants.
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DEFENDANT/COUNTER-CLAIMANT CHERSUS HOLDINGS, LLC’S

NRCP 16.1 LIST OF WITNESSES AND DOCUMENTS

COMES NOW Defendant/Counter-Claimant, CHERSUS HOLDINGS, LLC (“Chersus”), by and through its attorneys of record, the Law Offices of Vernon Nelson, in compliance with Nevada Rules of Civil Procedure 16.1, and state as follows:

I.

LIST OF WITNESSES

- 1. NRCP 30(b)(6) Witness of Chersus Holdings, LLC
c/o Vernon A. Nelson, Jr., Esq.
Melissa Ingleby, Esq.
THE LAW OFFICE OF VERNON NELSON
9480 S. Eastern Avenue, Suite 252
Las Vegas, NV 89123

These witnesses, who will be more specifically identified through discovery, will be called to testify regarding their understanding of the facts and circumstances surrounding the events alleged in the Complaint, and any other matters relevant to this proceeding,

- 2. NRCP 30(b)(6) Witness of OCWEN Loan Servicing, LLC,
c/o Dana Jonathan Nitz, Esq.
Paterno C. Jurain, Esq.
WRIGHT FINLAY & ZAK, LLP
7785 W. Sahara Avenue, Suite 200
Las Vegas, NV 89117

These witnesses, who will be more specifically identified through discovery, will be called to testify regarding their understanding of the facts and circumstances surrounding the events alleged in the Complaint, and any other matters relevant to this proceeding,

- 3. NRCP 30(b)(6) Witness of Southern Terrace Homeowners Association
c/o Ashlie L. Surur, Esq.
HALL JAFFE & CLAYTON, LLP
7425 Peak Drive
Las Vegas, NV 89128

/ / /
/ / /
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1 These witnesses, who will be more specifically identified through discovery, will be called to
2 testify regarding their understanding of the facts and circumstances surrounding the events alleged in
3 the Complaint, and any other matters relevant to this proceeding,
4

- 5 4. NRCP 30(b)(6) Witness of Red Rock Financial Services, LLC
6 c/o David R. Koch, Esq.
7 Steven B. Scow, Esq
8 Brody R. Wight, Esq.
9 KOCH & SCOW, LLC
10 11500 S. Eastern Avenue, Suite 216
11 Henderson, NV 89052

12 These witnesses, who will be more specifically identified through discovery, will be called to
13 testify regarding their understanding of the facts and circumstances surrounding the events alleged in
14 the Complaint, and any other matters relevant to this proceeding,
15

- 16 5. NRCP 30(b)(6) Witness of United Legal Services, Inc.
17 c/o Robert Atkinson, Esq.
18 ATKINSON LAW ASSOCIATES, LTD.
19 8965 S. Eastern Avenue, Suite 260
20 Las Vegas, NV 89123

21 These witnesses, who will be more specifically identified through discovery, will be called to
22 testify regarding their understanding of the facts and circumstances surrounding the events alleged in
23 the Complaint, and any other matters relevant to this proceeding,
24

- 25 6. Any and all witnesses (percipient and expert) named by any Party to this action.
26 7. Chersus Holdings, LLC reserves it right to call any witness listed by any other Party to
27 this matter.
28 8. Chersus Holdings, LLC reserves its right to designate and call any experts who will be
hereinafter designated.
9. Chersus Holdings, LLC reserves its right to call any rebuttal and/or impeachment
witnesses (percipient and expert).

1 II.

2 **PRODUCTION OF DOCUMENTS**

3 Pursuant to N.R.C.P. 16.1(a)(1)(B), the following are documents, data compilations and
4 tangible things that are in the possession, custody or control of Chersus Holding, LLC and which
5 are discoverable under Rule 26(b):
6

7

Bates No(s).	Description
8 CHERSUS000001 – 9 CHERSUS000015	Purchase and Sale Agreement, Rental Lease Agreement, Rental Agreement, Foreclosure Deed Upon Sale, Declaration

10 Any and all documents identified and/or produced by any Party to this action;

11 Any and all impeachment and/or rebuttal documents.

12 Defendant/Counter-Claimant Chersus Holding, LLC reserves its right to supplement
13 and/or amend this list of documents as discovery is on-going.
14

15 III.

16 **INSURANCE**

17 N/A.

18 IV.

19 **DAMAGES**

20 Defendant/Counter-Claimant Chersus Holding, LLC has been damaged in the form of
21 attorney's fees, \$35,000.00 to \$40,000.00 in expenses incurred to repair the subject property prior to
22 Plaintiff's foreclosure, payments for insurance, property taxes, and maintenance costs for the subject
23 property prior to Plaintiff's foreclosure, and loss of rental income post-Plaintiff's foreclosure.
24

25 ///

26 ///

27 ///

1 DATED this 19th day of July, 2018

THE LAW OFFICE OF VERNON NELSON

3 By: /s/ Melissa Ingleby
4 VERNON NELSON, ESQ.
5 Nevada Bar No.: 6434
6 MELISSA INGLEBY, ESQ.
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12 E E-Mail: vnelson@nelsonlawfirmly.com
13 E-Mail: mingleby@nelsonlawfirmly.com
14 Attorneys for Defendant/Counter-Claimant
15 CHERSUS HOLDINGS, LLC
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1 **PROOF OF SERVICE**

2 **OCWEN LOAN SERVICING, LLC v. CHERSUS HOLDINGS, LLC**
3 **Case No.: A-14-696357-C**

4 I, Danielle Alvarado, declare:

5 I am over the age of eighteen (18) years and not a party to the within entitled action. I am
6 employed by The Law Office of Vernon Nelson, PLLC, 9480 S. Eastern Avenue, Suite 252, Las
7 Vegas, Nevada 89123. I am readily familiar with The Law Office of Vernon Nelson, PLLC's practice
8 for collection and processing of documents for delivery by way of the service indicated below.

9 On July 19, 2018, I served the following document(s):

10 **DEFENDANT/COUNTER-CLAIMANT CHERSUS HOLDINGS, LLC'S NRCP 16.1 LIST**
11 **OF WITNESSES AND DOCUMENTS**

12 on the interested party(ies) in this action as follows:

13 "Robert E. Atkinson, Esq." . robert@nv-lawfirm.com

14 Alexandria Raleigh . ARaleigh@lawhjc.com

15 Ashlie Surur . ASurur@lawhjc.com

16 Brody Wight . bwight@kochscow.com

17 David R. Koch . dkoch@kochscow.com

18 Kristin Schuler-Hintz . dcnv@mccarthyholthus.com

19 NVEfile . nvefile@wrightlegal.net

20 Paralegal . bknotices@nv-lawfirm.com

21 Paterno Jurani . pjurani@wrightlegal.net

22 Staff . aeshenbaugh@kochscow.com

23 Steven B. Scow . sscow@kochscow.com

24 Thomas N. Beckom . tbeckom@mccarthyholthus.com

25 Master Calendering mail@nelsonlawfirmnv.com

26 Faith Harris fharris@wrightlegal.net

27 ☐ **By Mail.** By placing said document(s) in an envelope or package for collection and
28 mailing, addressed to the person(s) at the address(es) listed above, following our ordinary business
practices. I am readily familiar with the firm's practice for collection and processing of mail. Under
that practice, on the same day that mail is placed for collection and mailing, it is deposited in the
ordinary course of business with the U.S. Postal Service, in a sealed envelope or package with the
postage fully prepaid.

1 ☐ **By Facsimile Transmission.** Based on an agreement of the parties to accept service by
2 facsimile transmission or by Court order; or as a courtesy copy, I caused said document(s) to be
3 transmitted to the person(s) at the facsimile number(s) listed above. The facsimile transmission was
reported as complete and a copy of the transmission report will be maintained with the document(s) in
this office.

4 ☒ **By Electronic Service.** Pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR
5 I caused said documents(s) to be transmitted to the person(s) identified in the E-Service List for this
captioned case in Odyssey E-File & Serve of the Eighth Judicial District Court, County of Clark, State
6 of Nevada. A service transmission report reported service as complete and a copy of the service
transmission report will be maintained with the document(s) in this office.

7 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is
8 true and correct.

9
10 /s/ Danielle Alvarado

11 **An Employee of the**
12 **Law Offices of Vernon Nelson**
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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the Effective Date (defined below), between seller FIRST 100, LLC, a Nevada limited liability company ("F100"), and buyer

Chersus Holdings LLC, ("Buyer").
Buyer and F100 are collectively referred to herein as the "Parties".

ARTICLE I

1.1 Purchase and Sale. F100 is the deed owner of the property identified below, or has the contractual right to purchase the property. At closing, on and subject to the terms and conditions in this Agreement, F100 agrees to sell to Buyer, and Buyer agrees to purchase from F100, without recourse or warranty, all of the right, title and interest of F100 in and to the following real property (the "Property"):

PROPERTY ADDRESS: 5946 Lingering Breeze Street
Las Vegas, NV 89148

PARCEL NUMBER (APN): 163-31-611-022

1.2 Purchase Price. The total purchase price for the Property ("Total Purchase Price") is the total shown below, and is allocated as shown:

\$ -0-	Property Sale Price
\$ 2,500.00	Quiet Title Placement Fee
\$	Remediation Cost
\$ 513.28	Recordation Cost (.51% of estimated market value)

TOTAL PURCHASE PRICE: \$ 3,013.28

1.3 Closing Instructions. Closing shall be performed by Seller.

- (a) To close, Buyer shall deliver the following items ("Closing Items"): (i) this Agreement, signed by Buyer (including Exhibit I); and (ii) payment of the total Purchase Price.
- (b) At closing, F100 shall distribute the Total Purchase Price as follows:
 - i. The Property Sale Price shall be remitted to F100;
 - ii. The Quiet Title Placement Fees ("Placement Fees") shall be remitted to the quiet title law firm;
 - iii. The Remediation Cost shall be remitted to F100; and
 - iv. The Recordation Cost (Inclusive of real property transfer taxes) shown above shall be remitted to the recordation agent for the Deed.
- (c) At closing, F100 shall execute and record a Deed of Sale transferring ownership of the Property to Buyer, and email a copy to Buyer.

1.4 Closing Contingent on Timely Receipt of Funds. F100's obligation hereunder to sell and transfer the Property to Buyer is entirely contingent upon Buyer's timely delivery of the Closing Items. Buyer understands that the Properties are being actively marketed, and as such First 100 is not obligated to sell to Buyer unless Buyer is the first person to both execute this Agreement and pay the Total Purchase Price. If another person

signs an agreement to purchase this Property and also pays the Total Purchase Price, then F100's obligation to Buyer hereunder terminates, and this contract is void in full, and any offer to sell to Buyer (whether as expressed herein or via separate communication, or otherwise) shall be null and void.


1.5 Quiet Title. Buyer understands and acknowledges that: (i) A quiet title action is a lawsuit that must be brought in the deed owner's name, as plaintiff; (ii) an attorney-client relationship must separately be formed between Buyer and the quiet title litigation firm, and that Buyer will be required to sign an engagement letter with that firm, and be subject to its obligations; and (iii) the Placement Fees are a flat fee for a scope of work negotiated with the quiet title law firm for attorney's fees and costs for bringing the suit and filing a Default Judgment motion. If additional work is required, then the quiet title law firm's fees for such work will be billed to Buyer in accordance with their engagement letter.

1.6 Property Swap/Substitution. If a quiet title action on the Property is unsuccessful, then: (i) F100 will (pending availability) substitute a different property to Buyer, of reasonably comparable value (per Zillow); and (ii) F100 will convey the substituted property to Buyer; and Buyer will simultaneously re-deed the original property back to F100. The parties agree to work together to make all such transitions as smooth as possible. For all substitutions, Buyer will be required to remit the recordation costs for the transfers, a new quiet title placement fee, and, if applicable, remediation costs. Selection of the substituted property is entirely at F100's sole discretion. All substitutions are subject to the property available in F100's inventory at that time, and Buyer understands that F100's ability to fill a substitution at any particular time is entirely dependent on the availability of inventory at that time (i.e., if no comparable inventory is available, then Buyer understands that substitution of property will be delayed until more inventory is available. F100 will not issue any monetary refund if no property is available for substitution, and is not obliged to compensate/reimburse Buyer for any period of time during which a swap is unavailable.) Substitution of a higher-value property is possible by mutual agreement, but in such instance Buyer will be required to add money to maintain the original price-to-market-value ratio.

ARTICLE II

2.1 Property Condition. Buyer hereby acknowledges that: (i) the Property was acquired at a homeowner association ("HOA") foreclosure auction; (ii) F100 has never resided in the Property; and (iii) F100 has no knowledge of the history of the Property. Therefore, any disclosures F100 makes regarding the Property are limited to its own visual inspection and F100 has no information regarding inaccessible areas or mechanical systems of the Property. Buyer hereby acknowledges and confirms that Buyer had adequate opportunity to conduct due diligence regarding the Property, including, but not limited to, title searches and property inspections. Buyer also acknowledges that Buyer has received from F100 a disclosure form for each of the Property in full compliance with NRS § 113.130 *et seq.* Buyer hereby waives any and all rights and remedies under NRS § 113.150 for any delayed disclosure or nondisclosure by F100 regarding the Property.

2.2 No Warranty or Indemnification. THE PROPERTY IS BEING SOLD "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION, WARRANTY OR RECOURSE WHATSOEVER TO CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER MATTER OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE PROPERTY OR ANY POSSIBLE ENCUMBRANCES ON THE PROPERTY. F100 SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED (EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT) CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO ENCUMBRANCES ON THE PROPERTY AND TITLE MATTERS. Buyer represents that it had adequate opportunity to perform an independent evaluation of the Property and it has conducted such research to the degree the Buyer deemed appropriate for a real estate transaction. Buyer is entering this Agreement solely on the basis of its own investigations and its judgment as to the Property and all other facts material to its purchase, including, but not limited to the legal matters, laws affecting and risks relating to the purchase of property subject to encumbrances, and any obligations and liabilities relating to the Property. Buyer further acknowledges that no employee or representative of F100 or any other person or entity has made any statements or representations other than those specifically contained in or acknowledged by this Agreement. Buyer hereby waives any right or cause of action it might have now or later against F100 as a result of F100's acquisition of the Property. F100 provides no indemnification to Buyer on any matter or claim.

 J.M.M.

ARTICLE III

3.1 Miscellaneous. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada. No provision of this Agreement may be amended except in writing executed by all parties. This Agreement, the Deed of Sale, and any documents executed in the future as provided for by this Agreement constitute the entire agreement and understanding between the Parties.

3.2 Notices. All notices or deliveries hereunder shall be in writing and shall be deemed given when sent by overnight mail or certified mail to the address shown in the signature block below.

3.3 Dispute Resolution. In the event of a failure to reasonably resolve any issues among any of the Parties (or their owners, assigns, or successors), the disputes of those parties will be referred to binding arbitration for resolution thereof, and each party waives any right to litigation in favor of such resolution through binding arbitration. Arbitration shall be conducted under Nevada's Arbitration Rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The arbitration shall be held in the City of Las Vegas and State of Nevada, and shall be conducted before a single arbitrator agreeable to the parties. The arbitrator shall make findings of fact and law in writing in support of his decision, and shall award reimbursement of attorney's fees and other costs of arbitration to the prevailing party as the arbitrator deems appropriate. The provisions hereof shall not preclude any party from seeking preliminary injunctive relief to protect or enforce its rights hereunder, or prohibit any court from making preliminary findings of fact in connection with granting or denying such preliminary injunctive relief after and in accordance with the decision of the arbitrator. No decision of the arbitrator shall be subject to judicial review or appeal; the parties waive any and all rights of judicial appeal or review of any decision of the arbitrator. Should any party initiate a civil proceeding against any other, notwithstanding the binding arbitration provision above, such party initiating civil litigation shall recognize that it has caused material damage and harm to the other by way of their breach of this agreement, and hereby agrees to an award, to each named defendant party, liquidated damages in the amount of any costs of defense incurred by the aggrieved party plus ten thousand dollars (\$10,000.00).

Accepted by BUYER:

By: Jagdish M. Mehta 9/16/13
Authorized Signatory Date

Printed Name of Signer: JAGDISH M. MEHTA

I have read and expressly agree to the Property Condition terms of Section 2.1: J.M.M. (Initial)
I have read and expressly agree to the No Warranty or Indemnification terms of Section 2.2: J.M.M. (Initial)

**** BUYER MUST ALSO READ AND SIGN THE DISCLOSURES ON PAGE 5 ****

Exact Name to put on Deed (PRINT CLEARLY): CHERSUS HOLDINGS, LLC

Mailing Address: 1354 OPAL VALLEY ST.
HENDERSON, NV 89052

Telephone #: [REDACTED]

Email Address: [REDACTED]

Accepted by SELLER:

FIRST 100, LLC

By: Carlos Castaneda
Authorized Signatory

9/25/13
Date

Printed Name: Carlos Castaneda

Address: First 100, LLC
410 S. Rampart Blvd., Suite 450
Las Vegas, NV 89145

**EXHIBIT 1:
DISCLOSURES RELATING TO HOA FORECLOSURE**

Buyer understands that Nevada State law relating to the effect of an HOA foreclosure on first deeds of trust is not settled. In other words, it is not settled under current Nevada law whether the foreclosure of a super-priority HOA lien extinguishes a first deed of trust. As such, at this point in time, a quiet title action must be initiated to obtain a court order extinguishing the first deed of trust from the land records. BUYER UNDERSTANDS THAT A QUIET TITLE ACTION IS A LAWSUIT, AND THAT MORTGAGE COMPANIES HAVE THE RIGHT TO DEFEND THEMSELVES, AND THAT QUIET TITLE LAWSUITS MAY NOT SUCCEED, *i.e.*, THE COURT MAY ORDER THAT THE FIRST DEED OF TRUST SURVIVED THE HOA LIEN AUCTION. If any particular quiet title action does not succeed, then the property will continue to be encumbered by the first mortgage. HOA lien auctions statutorily extinguish second mortgages.

Buyer understands that an HOA foreclosure is a foreclosure of an HOA lien, and as such the foreclosure did not extinguish equal or superior liens. This specifically means that property tax arrearages, sewer liens, and trash liens, if any exist on the Property, survived in full force, and Buyer is taking the property subject to those superior liens. In addition, more than one HOA may exist on the property. If so, then other HOA liens also survive in full force, and those HOAs can foreclose unless paid off (or a payment plan is negotiated). Furthermore, HOA compliance fines are not extinguished in an HOA lien foreclosure, and so compliance fines may exist on the Property.

Because F100 acquired the Property through an HOA foreclosure sale, F100 did not purchase title insurance coverage when it acquired the Property. Title insurance is likely to be unavailable on any property until a quiet title action succeeds.

The property is being sold to Buyer "as-is" and may not be in tenant-ready condition. The Property may be occupied by former owners-occupants, tenants, squatters, who may lease with Buyer, or who may require formal eviction (Buyer is free to lease the Property to any occupant). Buyer is responsible for all property management, leasing, and evictions, at Buyer's sole expense. Buyer may wish to make improvements to the Property, and any such improvements would be at Buyer's discretion and sole expense.

BUYER:

I understand and acknowledge these disclosures.

By:

Jagdish M. Mehta
Authorized Signatory

9/16/13

Date

Printed Name:

JAGDISH M. MEHTA

RESIDENTIAL LEASE AGREEMENT

LEASE, made the 8 day of October, 2013, between Chesus Holdings LLC, hereinafter called "Landlord" and Tania Sanchez Erik Sanchez, hereinafter called "Tenant(s)."

1. PREMISES/TERM/USE: Landlord agrees to lease to Tenant(s) the house located at 5946 Lingerma Breeze LV NV 89198 hereinafter called the "Premises" for a term of 36 months beginning on NOV. 1, 2013 and ending on NOV 1, 2016, for use and occupancy by Tenant(s) as a strictly residential dwelling.
2. RENT: The rent for the term is \$ 39,300, payable in advance without demand or notice, in equal monthly installments of \$ 1175⁰⁰ on the first day of each and every month during the term. The parties acknowledge that \$ 1175⁰⁰ has been paid in advance for the first month's rent.
3. SECURITY: Tenant has deposited with the Landlord the sum of \$ 1200 upon signing of this lease, said sum to be held by the Landlord for a period of thirty (30) days after termination of this Lease, said deposit money to be used by the Landlord in the event of damage or loss resulting to either the real or personal property contained in said demised Premises not properly repaired or replaced by Tenant(s) within twenty (20) days of termination, said sum of money to be used to clean, repair or replace same, said sum of money also to be used to pay for any unpaid utilities, services, fuels and supplies, to the extent that there are any, for which the Tenant(s) is responsible; however, said deposit does not release Tenant(s) from the obligation to pay for same when bills are presented, and the balance, if any, shall be returned to the Tenant(s) within thirty (30) days of the termination of this Lease. The Tenant(s) hereby authorizes the Landlord to pay out of the aforesaid deposit such charges and expenses herein set forth.
4. OCCUPANCY AND USE: The Premises shall be used solely as a private dwelling for Tenant(s) and his immediate family and for no others except with written permission of Landlord. Tenant(s) agrees not to use or permit the use of the Premises for unlawful or immoral purposes. Tenant(s) shall keep the grounds in neat order, to remove ashes, waste and refuse from the Premises and to dispose of same only in accordance with all local laws, rules and regulations. Tenant(s) agrees to keep Premises clean, sanitary and in good order, and agrees not to hamper, disturb or interfere with other tenants in the building, nor to create or suffer any nuisances in the Premises affecting the rights of others, and agrees to comply with all laws, ordinances, rules, regulations and directions of governmental authorities and the Board of Fire Underwriters. Upon termination of this lease, Tenant(s) agrees to surrender possession in as good condition and repair as when received, ordinary wear and tear excepted.
5. EQUIPMENT/APPLIANCES: The Premises is furnished by the Landlord with the following appliances:
☒ (CHECK APPLICABLE)
A. ☒ range, ☒ refrigerator, ☒ disposal, ☒ dishwasher ☐ OTHER 3 ceiling Fans
among other mechanical installations and;
B. ☐ furniture, ☐ furnishings, ☐ bedding supplies, ☐ blankets, ☐ bed-linens, ☐ towels, ☐ kitchen supplies, ☐ utensils.

C. Tenant(s) agrees to use and maintain all such equipment, and plumbing fixtures and all other equipment, furniture, furnishings and supplies with which Premises is furnished, in accordance with manufacturers' specifications and the regulations of the Landlord now or hereafter provided, and to be responsible for all repairs and any damages to the Premises brought about by misuse or neglect of such equipment by the Tenant(s).

D. All repairs to equipment furnished by Landlord shall be made by licensed persons approved by Landlord. Should Tenant(s) fail or refuse to make repairs after reasonable notice from Landlord, Landlord may cause same to be done and the cost thereof shall be additional rent immediately due from Tenant(s) to Landlord.

6. ALTERATIONS/ADDITIONS/IMPROVEMENTS: Tenant(s) agrees not to make any alterations, additions, improvements or changes in the Premises, interior or exterior, or to the equipment and fixtures provided by Landlord or to install any major appliances in the Premises without written consent of the Landlord.

7. SERVICES/UTILITIES: Tenant(s) acknowledges that Owner has no obligation to provide electrical service, heating/cooking fuel/oil, telephone service and that no part of the rent is for such services or services. Tenant(s) shall make such separate arrangement with the local utility providing such service as may be required, shall have accounts with said suppliers in Tenant(s)'s name, shall timely pay all bills therefor and will not suffer or permit any charges for such services to become a lien against the Premises or separate account of the Landlord.

A. Interruption of Service - Interruption or failure of any service maintained for the Premises, if due to causes beyond Landlord's control, shall not entitle Tenant(s) to any claim against Landlord or to any reduction in rent, and shall not constitute constructive eviction unless Landlord shall fail to take such measures as may be reasonable in the circumstances to restore the service without undue delay.

8. ASSIGNMENT: No assignment or sub-lease of the Premises shall be binding upon the Landlord or confer any rights on the proposed assignee or sub-lessee without the written consent of Landlord. No assignment or sub-lease shall release Tenant(s) from the obligations of this lease.

9. POSSESSION/DELAY IN TENDER OF POSSESSION: Taking of possession of the Premises by Tenant(s) shall be conclusive evidence against Tenant(s) that he received the Premises in good condition. If Landlord is unable to give possession on the commencement date, rent shall abate until possession is given, and Tenant(s) shall pay a fractional part from the date of possession up to the first day of the next month following date of possession. Tenant(s) waives all damages by reason of Landlord's failure to give possession on the commencement date. Delay in tendering possession shall not extend the termination date of this lease.

10. RELEASE OF LIABILITY: The Tenant(s) assumes all risk of any damage to person or property that may occur by reason of water or the bursting or leaking of any pipes or waste about said Premises or from any act of negligence of any co-tenants or occupants of the building or of any other person, or fire or hurricane or other act of God or from any cause whatsoever, provided that Landlord shall make necessary repairs to prevent further damage upon reasonable diligence after notice given to it, and the Tenant(s) agrees to give the Landlord prompt written notice of any accident to or defect in the water pipes, electricity or of

any plumbing, heating or cooling apparatus or device.

11. **PETS:** It is the specific understanding of Landlord and Tenant(s) that no pets shall be allowed in the Premises, unless otherwise specified by Landlord.
12. **TENANT(S)'S PROPERTY:** If, upon the termination of this lease or abandonment of the Premises by Tenant(s), Tenant(s) abandons or leaves any property in the Premises, Landlord shall have the right, without notice to Tenant(s), to store or otherwise dispose of the property at Tenant(s)'s cost and expense, without being liable in any respect to the Tenant(s).
13. **PARKING:** Tenant(s) shall use only that parking space designated for his use by the Landlord, and the Tenant(s) shall see to it that Tenant(s)'s guests use only the parking space provided for guest parking.
14. **RIGHT OF ENTRY:** Landlord shall have the right to enter the Premises at all times which are necessary to make needed repairs, and this right shall exist whether or not Tenant(s) or other occupant shall be on the Premises at such time. During the last 10 days of the term of the lease, Landlord shall have the right to enter the Premises at reasonable hours to show the same to prospective tenants.
15. **FIRE AND CASUALTY:** If the Premises is damaged by fire or other casualty, Landlord may cause the damage to be repaired and the rent will be abated from such period of time as Premises remain untenable, but if the Premises is destroyed or so damaged that Landlord shall decide that it is inadvisable to repair same, this lease shall cease and terminate, and rental shall be adjusted to the date when such fire or casualty occurred. Tenant(s) agrees to release Landlord from any and all claims for loss, damage or inconvenience arising from such fire or casualty.
16. **INSURANCE:** Tenant(s) shall obtain and maintain a homeowner's insurance policy with a qualified insurance company with respect to the Premises and Tenant(s)'s personal property therein with minimum coverage for fire and theft in the amount of no less than \$ _____, and personal liability claims in an amount of no less than \$ _____.
Landlord's insurance does not cover personal belongings
17. **LATE CHARGE:** Tenant(s) understands that timely payment of rent is of the essence of this agreement. Tenant(s) agrees to pay as additional rent a late charge equal to 10% percent of any rent payment received by Owner more than ten (10) days after it is due.
18. **DEFAULT:** If Tenant(s) shall fail to pay the rent or any other charge required to be paid by Tenant(s), or if Tenant(s) shall breach any of the terms of this lease or the rules attached hereto, if any, or enacted from time to time, then as to every default or breach, except non-payment of rent, Landlord may give Tenant(s) ten (10) days' written notice thereof, and if such default has not been cured within such period, then Landlord may give Tenant(s) ten (10) days' notice of the termination of this lease, and this lease shall expire accordingly and Tenant(s) shall surrender possession to Landlord, but Tenant(s) shall remain liable as hereinafter provided. If the Premises becomes vacant or abandoned, this lease shall expire and terminate and Landlord may re-enter and may take possession of the Premises in the manner provided by law. In case Landlord shall recover possession of the Premises, Landlord may, but shall not be required to remove the property of Tenant(s) and store the same at Tenant(s)'s expense, or he may

dispose of said property, and Tenant(s) agrees that in no respect shall Landlord be responsible in damages for any action in entering said Premises or removing and disposing of Tenant(s)'s property, with or without process of law. Notwithstanding anything stated herein, Tenant(s) agrees that whether possession is taken of this lease is cancelled by Landlord, the entire unpaid balance of rent shall accelerate and immediately become due and payable and Tenant(s) shall be responsible for all costs, including attorneys' fees incurred by Landlord in enforcing this and any other provision of this lease.

In the event of a default by Tenant(s), Landlord shall not be required to return any part or portion of the security deposit but may retain all or any part or portion of the security deposit as liquidated damages or apply all or any part or portion of the security deposit against actual damages sustained by reason of Tenant(s)'s default. The retention of the security deposit shall not be the only remedy to which Landlord is entitled but Landlord shall have all recourse against Tenant(s) provided by this lease and by law, and all remedies shall be cumulative and non-exclusive. Tenant(s) agrees to pay Landlord's reasonable attorneys' fees and expenses incurred in and about enforcing any of the terms of this lease, in collecting past due rent, and in and about recovering possession from Tenant(s), should the services of an attorney be retained by Landlord in so doing.

19. QUIET ENJOYMENT: In the event that Tenant(s) pays the rent as provided for herein and otherwise performs all of the covenants and conditions to be performed by the Tenant(s) and abides by all of the rules and regulation as set forth herein and referred to, Tenant(s) shall have peaceful and quiet enjoyment of all the demised Premises for the term of this lease.

IN WITNESS WHEREOF, the Landlord and Tenant(s) have executed this lease the day and year first above written.

Erick Landro
Signature of Tenant

[Signature]
Signature of Tenant

Cheros Holdings LLC/LLP
Signature of Landlord/Agent

LES216mk
Nevada Legal Forms and Books, Inc. (702) 676-8577
3901 West Charleston Boulevard
Las Vegas, Nevada 89162
www.legalforms.com

© Consult an attorney if you doubt this form's fitness for your purpose.

NEVADA USA NV

DRIVER LICENSE

SANCHEZ
TANIA C

[REDACTED]

Sex F Hgt 5'03" Wgt 137 Eyes BRO
 Class C Exp NONE Exp Date BLK Exp Date 02/15/2011
 Rest NONE ID 00015572020360235716

[REDACTED]

Tania Sanchez

NEVADA USA NV

DRIVER LICENSE

SANCHEZ
ERICK

[REDACTED]

Sex M Hgt 5'09" Wgt 200 Eyes BRO
 Class C Exp NONE Exp Date BLK Exp Date 02/27/2012
 Rest NONE ID 00015572020360235716

[REDACTED]

Erick Sanchez

RENTAL APPLICATION

Date: Oct 18 2013

Application is hereby made to rent premises generally described as 5946
Lingenia Drive
for a term of 12 months and ending the 1 day of NOV 20 13
for which monthly rental shall be 1175⁰⁰ (\$ 1175⁰⁰)
payable in advance, and for which a security deposit of 1200⁰⁰ Twelve Hundred
(\$ 1200⁰⁰) shall be due prior to occupancy of the above described premises.

A deposit of Twelve Hundred (\$ 1200⁰⁰) is made herewith on
account of the first month's rent, with the understanding that if this application is accepted and the applicant
fails to execute a lease before the beginning date specified above, or to pay the balance due as first month's
rent, said payment will be forfeited as liquidated damages.

It is also understood that if this application is not accepted, or if the premises are not ready for occupancy by
the applicant on the date specified above, said deposit shall be returned to the applicant forthwith, upon
applicant's request.

APPLICANT

Name: Tania Erika Sanchez
Present Address: [REDACTED] How Long? 8 years
Previous Address: [REDACTED] How Long? [REDACTED]
Married: yes Spouse's Name: [REDACTED]
Children: 5 How Many? 5 Ages? 13, 10, 8, 6, 5
Pets: yes What kind? Dog How Many? 5
Social Security Number: [REDACTED] Driver's License Number: [REDACTED]

YOUR EMPLOYMENT

Employer: [REDACTED]
Employer's Address: [REDACTED]
Supervisor: [REDACTED] Bus. Phone: [REDACTED]
How Long On Present Job? 6 months Annual Income: [REDACTED]

SPOUSE'S EMPLOYMENT

Employer: [REDACTED]
Employer's Address: _____
Supervisor: _____ Bus. Phone: [REDACTED]
How Long On Present Job? 2 1/2 months Annual Income: _____
Social Security Number: _____ Driver's License Number: _____

REFERENCES

Bank: _____ Phone: _____
Personal Reference: _____ Phone: _____
Credit Reference: _____ Phone: _____
Credit Reference: _____ Phone: _____

EMERGENCY

Name of person to notify in event of emergency (close relative not living with you)

Name: [REDACTED] Phone: [REDACTED]
Address: [REDACTED] Relationship: [REDACTED]
Phone: [REDACTED]

The Landlord is authorized to use the information provided herein to conduct any and all investigations as deemed prudent by the Landlord.

Applicant's Signature _____

LES215mk

Nevada Legal Forms and Books, Inc. (702) 870-8977
2801 West Charleston Boulevard
Las Vegas, Nevada 89102
www.legalforms.com

Consult an attorney if you doubt the forms fit your purpose.

Rental Application

Page 2 of 2

AA3397

APN: 163-31-611-022

Return document and mail tax statements to:

First 100, LLC
10620 Southern Highlands Pkwy, Ste. 110-485
Las Vegas NV 89141

Inst #: 201305290002514
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$691.05 Ex: #
05/29/2013 12:22:37 PM
Receipt #: 1633728
Requestor:
UNITED LEGAL SERVICES INC.
Recorded By: DXI Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED UPON SALE

Foreclosing lienholder **SOUTHERN TERRACE HOMEOWNERS ASSOCIATION**, under power of sale pursuant to NRS Chapter 116, does hereby sell, without warranty, expressed or implied, to:


FIRST 100, LLC

the real property situated in Clark County, Nevada legally described as:

SEE EXHIBIT A ATTACHED FOR LEGAL DESCRIPTION

and commonly known as 5946 LINGERING BREEZE ST, LAS VEGAS NV 89148.

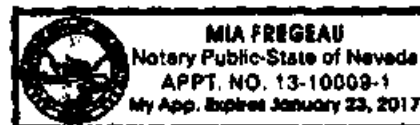
This conveyance is made pursuant to the powers conferred upon Agent by NRS Chapter 116, the foreclosing Association's governing documents (CC&R's), and the notice of the Lien for Delinquent Assessments, recorded on December 8, 2011 as instrument 201112080002960 in the Official Records of the Recorder of Clark County, Nevada. Default occurred as set forth in the Notice of Default and Election to Sell, recorded on February 2, 2012 as instrument 201202020000465 in the Official Records of the Recorder of Clark County, Nevada. All requirements of law have been complied with, including, but not limited to, the elapsing of the 90 days, the mailing of copies of the notice of Lien of Delinquent Assessment, and Notice of Default, and the mailing, posting, and publication of the Notice of Foreclosure Sale. Agent, in compliance with the Notice of Foreclosure Sale and in exercise of its power under NRS § 116.31164, sold the property at public auction on May 25, 2013.

By: 
Robert Opdyke, Esq.
United Legal Services Inc.
As authorized agent for, and on behalf of, foreclosing Association

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was acknowledged before me
on May 28, 2013, by: Robert Opdyke.


NOTARY PUBLIC



AA3398

EXHIBIT A

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

PARCEL ONE (1):

Lot 131 in Block 5 of RUSSELL FORT APACHE - UNIT 3, as shown by map thereof on file in Book 101 of Plats, Page 45 in the Office of the County Recorder of Clark County, Nevada.

PARCEL TWO (2):

A non-exclusive easement for ingress, egress, use and enjoyment and public utility purposes on, over and across the Private Streets and Common Areas on the map referenced hereinabove, which easement is appurtenant to Parcel One (1).

RECEIVED COPY

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 163-31-611-022
b. _____
c. _____
d. _____

2. Type of Property:

a. ☐ Vacant Land b. ☒ Single Fam. Res.
c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
e. ☐ Apt. Bldg f. ☐ Comm'l/Ind'l
g. ☐ Agricultural h. ☐ Mobile Home
i. ☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 135,500.00

b. Deed in Lieu of Foreclosure Only (value of property) _____

c. Transfer Tax Value: \$ 135,500.00

d. Real Property Transfer Tax Due \$ 691.05

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: Seller's Agent

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: United Legal Services Inc.*
Address: 9484 S. Eastern Ave. #163
City: Las Vegas
State: NV Zip: 89123

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: First 100, LLC
Address: 10620 Southern Highland 110-485
City: Las Vegas
State: NV Zip: 89141

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: United Legal Services Inc.
Address: 9484 S. Eastern Ave. #163
City: Las Vegas

Escrow # _____
State: NV Zip: 89123

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED
*As agent for Southern Terrace Homeowners Association

EXHIBIT 2

EXHIBIT 2

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DISTRICT COURT
CLARK COUNTY, NEVADA
OCWEN LOAN SERVICING, LLC, a)
Foreign Limited Liability)
Company,)
Plaintiff,)
vs.) CASE NO. A-14-696357-C
DEPT NO. IV
CHERSUS HOLDINGS, LLC, a)
Domestic Limited Liability)
Company; FIRST 100, LLC, a)
Domestic Limited Liability)
Company; SOUTHERN TERRACE)
HOMEOWNERS ASSOCIATION, a)
Domestic non-profit corporation;)
RED ROCK FINANCIAL SERVICES, LLC,)
a Foreign Limited Liability)
Company; UNITED LEGAL SERVICES,)
INC., a Domestic Corporation;)
DOES I through X; and ROE)
CORPORATIONS XI through XX,)
inclusive,)
Defendants.)
_____)

DEPOSITION OF JAGDISH MEHTA
30(b)(6) REPRESENTATIVE OF CHERSUS HOLDINGS, LLC
Taken on Tuesday, April 10, 2018
At 2:00 p.m.
At Wright Finlay & Zak, LLP
7785 W. Sahara Avenue
Suite 200
Las Vegas, Nevada
REPORTED BY: SHIFRA MOSCOVITZ, CCR NO. 938
Pages 1- 62

<p>1 2 CHERSUS HOLDINGS, LLC, a) 3 Domestic Limited Liability) 4 Company,) 5) 6 Counter-Claimant,) 7) 8 vs.) 9) 10 OCWEN LOAN SERVICING, LLC, a) 11 Foreign Limited Liability) 12 Company,) 13) 14 Counter-Defendant.) 15 _____) 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 2</p>	<p>1 EXAMINATION 2 WITNESS: PAGE JAGDISH METAH 3 4 Examination by Mr. Jurani 5 5 6 7 8 9 EXHIBITS 10 EXHIBIT PAGE 11 Exhibit A Chersus Holdings' Disclosures 5 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 4</p>
<p>1 APPEARANCES: 2 For Ocwen Loan Servicing, LLC: 3 PATERNO JURANI, ESQ. 4 WRIGHT FINLAY & ZAK, LLP 5 7785 W. Sahara Avenue Suite 200 Las Vegas, Nevada 89117 (702)475-7964 6 7 8 For Chersus Holdings, LLC: 9 MELISSA INGLEBY, ESQ. THE LAW OFFICE OF VERNON NELSON 10 9480 S. Eastern Avenue Suite 252 Las Vegas, Nevada 89123 (702)476-2500 11 12 13 14 For Southern Terrace Homeowners Association: 15 ASHLEY SURUR, ESQ.(present telephonically) HALL JAFFE & CLAYTON 16 7425 Peak Road Las Vegas, Nevada 89128 (702)316-4111 17 18 19 20 21 22 23 24 25</p> <p style="text-align: right;">Page 3</p>	<p>1 LAS VEGAS, NEVADA; APRIL 10, 2018 2 2:00 P.M. 3 -oOo- 4 (NRCp Rule 30(b)(4) waived by the parties prior to the 5 commencement of the deposition.) 6 (FRCP Rule 30(b)(5) waived by the parties prior to the 7 commencement of the deposition.) 8 (Exhibit A was marked for identification.) 9 (In an off-the-record discussion held prior to the 10 commencement of the deposition proceedings, counsel 11 agreed to waive the court reporter requirements 12 under Rule 30(b)(4) of the Nevada Rules of Civil 13 Procedure.) 14 Thereupon-- 15 JAGDISH MEHTA, 16 was called as a witness, and having been first duly sworn, 17 was examined and testified as follows: 18 EXAMINATION 19 BY MR. JURANI: 20 Q. Good afternoon, could you please state and 21 spell your name for the record? 22 A. Jagdish Mehta, J-A-G-D-I-S-H M-E-H-T-A. 23 Q. Okay. And my name is Paterno Jurani, and 24 I represent Ocwen Loan Servicing. You understand 25 that you are here today with regard to a lawsuit</p> <p style="text-align: right;">Page 5</p>

<p>1 titled Ocwen against Chersus Holdings, and other 2 parties, is that right? 3 A. Yes. 4 Q. And we are here related to an HOA 5 foreclosure sale by Southern Terrace Homeowners 6 Association, is that right? 7 A. Yes. 8 Q. Have you ever had your deposition taken 9 before? 10 A. No. 11 Q. Okay. Very first time? 12 A. Yes. 13 Q. Okay. I am going to go over with you some 14 admonitions basically kind of ground rules for the 15 deposition, okay? 16 A. Okay. 17 Q. First of all, even though we are in an 18 informal setting here in a law office the oath you 19 just took is the same oath, it has the same force 20 and effect as if you were in a courtroom and that 21 includes the same penalties for perjury, do you 22 understand that? 23 A. Yes. 24 Q. I am going to try to ask my questions so 25 that you understand them, if you don't understand,</p> <p style="text-align: right;">Page 6</p>	<p>1 medications, anything like that? 2 A. No. 3 Q. And just to get a few definitions clear 4 here, we are talking about a property at 5946 5 Lingerin Breeze Street, Las Vegas, Nevada 89148? 6 A. Yes. 7 Q. So if I refer to property, that's the 8 property we are talking about? 9 A. Yes. 10 Q. If I refer to an HOA sale, I am referring 11 to the sale that took place on May 25th, 2013, okay? 12 A. Yes. 13 Q. And if I refer to the HOA or Southern 14 Terrace, then I am referring to Southern Terrace 15 Homeowners Association, okay? 16 A. Yes. 17 Q. If I refer to Red Rock, I am referring to 18 Red Rock Financial Services, okay? 19 A. Okay. 20 Q. If I say United Legal Services, if I say, 21 you know, HOA trustee or I say United or ULS it's 22 United Legal Services? 23 A. Okay. 24 Q. Are you familiar with United Legal 25 Services?</p> <p style="text-align: right;">Page 8</p>
<p>1 please just ask me to clarify. I am not trying to 2 trip you up or anything, I just want you know to 3 make sure you understand my questions and give me 4 your truthful response? 5 A. Sure. 6 Q. And this court reporter here is taking 7 down everything that we are saying, so please try to 8 let me finish my questions and then I will let you 9 finish your responses so that we are not talking 10 over each other? 11 A. Okay. 12 Q. And you are doing a good job. You can say 13 okay, yes, no, but please don't say uh-huh, so it 14 makes it clear for the record? 15 A. Okay. 16 Q. If you need a break at any time please 17 just let me know, if you need to use the restroom or 18 something. Following this deposition you will have 19 a chance to review your transcript. You can make 20 changes to that transcript, but I will caution you 21 that if you make substantive changes that it can 22 have an effect as to your credibility, okay? 23 A. Okay. 24 Q. Is there any reason why you wouldn't be 25 able to give your best testimony today for example,</p> <p style="text-align: right;">Page 7</p>	<p>1 A. No. 2 Q. Have you heard of them before today? 3 A. No. 4 Q. Okay. How about Red Rock, have you ever 5 heard of Red Rock before today? 6 A. Yes. 7 Q. Okay. Referring specifically to this, Red 8 Rock Financial Services? 9 A. I have heard of them, but not in the same 10 business as this one. 11 Q. Okay. And I just want to be clear because 12 Red Rock is, you know, living in Vegas it's a very 13 common term. So specifically, are you sure if you 14 are aware of this particular entity, Red Rock 15 Financial Services? 16 A. I am not sure, no. 17 Q. Because I know there is Red Rock and other 18 things like that? 19 A. Right. 20 Q. So you are not sure? 21 A. Right. 22 Q. If I refer to Joseph or Bonnie Harrison, 23 those are the borrowers for the particular property? 24 A. Okay. 25 Q. First 100, LLC, if I say First 100, I am</p> <p style="text-align: right;">Page 9</p>

<p>1 referring to the buyer of the original property at 2 the HOA sale?</p> <p>3 A. Yes.</p> <p>4 Q. And how did you prepare for your 5 deposition today?</p> <p>6 A. I don't understand.</p> <p>7 Q. Did you review any documents in 8 preparation for your deposition?</p> <p>9 A. Yes, I looked at a few documents that my 10 lawyer had prepared and answered before.</p> <p>11 Q. Okay. Are you referring to the responses 12 to written discovery?</p> <p>13 A. Yes.</p> <p>14 Q. Okay.</p> <p>15 A. I looked over them.</p> <p>16 Q. Okay. And we have a packet in front of 17 you which we are calling Exhibit A?</p> <p>18 A. Okay.</p> <p>19 Q. We are calling the entire thing Exhibit A, 20 but you can see there is a cover sheet there, 21 individually it's Exhibit 1 through 10. So just for 22 the purposes, just to try to make it a little easier 23 for the purpose of this deposition, if I say Exhibit 24 6, what I am referring to really is A6, okay?</p> <p>25 A. Okay.</p> <p style="text-align: right;">Page 10</p>	<p>1 MR. JURANI: Our responses to request for 2 production, 9 is request for admissions and 10 3 is interrogatories.</p> <p>4 MS. SURUR: Okay, perfect, thank you. I 5 appreciate that.</p> <p>6 Q. Sure. So sir, have you ever looked at 7 those, are those what you reviewed for today's 8 deposition?</p> <p>9 A. Yes.</p> <p>10 Q. Those three documents then?</p> <p>11 A. Yes.</p> <p>12 Q. Did you review anything else in 13 preparation for your deposition today?</p> <p>14 A. No.</p> <p>15 Q. Other than your attorney, did you speak to 16 anybody in preparation for your deposition?</p> <p>17 A. No.</p> <p>18 Q. Okay. Is there anything else that you did 19 in preparation for your deposition that I didn't go 20 over?</p> <p>21 A. As far as preparing, meaning coming here?</p> <p>22 Q. Yes.</p> <p>23 A. That's it.</p> <p>24 Q. No other documents that you looked at?</p> <p>25 A. No.</p> <p style="text-align: right;">Page 12</p>
<p>1 Q. If you can look at 8 through 10. 8, 9 and 2 10, this should be the responses Chersus' responses 3 to our request of production, request for admission 4 and interrogatories. Can you look at those and if 5 you can let me know if that's what you looked at?</p> <p>6 MS. SURUR: Are those Bates numbered so I 7 can reference them because you guys didn't 8 e-mail them over to me. Or can you describe 9 what the exhibit is?</p> <p>10 MR. JURANI: In particular what we are 11 looking at is their responses to written 12 discovery.</p> <p>13 MS. SURUR: Is that all of Exhibit A?</p> <p>14 MR. JURANI: No, there are the notices in 15 there, and then that's pretty much it. When I 16 get to the other ones I will let you know, 17 those are pretty much all HOA notices.</p> <p>18 MS. SURUR: So I am sorry, Exhibit A6 is 19 what?</p> <p>20 MR. JURANI: Well, 6 in particular is just 21 a copy of the trustees deed upon sale. What I 22 was having him look at is 8 through 10, which 23 is Chersus' responses to written discovery.</p> <p>24 MS. SURUR: Okay. Which written discovery 25 like A8 is?</p> <p style="text-align: right;">Page 11</p>	<p>1 Q. What level of, what is your highest level 2 of education?</p> <p>3 A. I have Ph.D. in management science.</p> <p>4 Q. That was a B.S. in management science?</p> <p>5 A. Ph.D.</p> <p>6 Q. I am sorry. Where is that from?</p> <p>7 A. Michigan State University.</p> <p>8 Q. Do you hold any professional licenses?</p> <p>9 A. No.</p> <p>10 Q. Okay. What is your current occupation?</p> <p>11 A. I am a part-time professor at UNLV.</p> <p>12 Q. And professor in what?</p> <p>13 A. Finances in the college of business.</p> <p>14 Q. How often do you do that?</p> <p>15 A. As needed, maybe once a year, twice a 16 year.</p> <p>17 Q. Meaning one class a year or one?</p> <p>18 A. Anywhere from one class to three classes.</p> <p>19 No, anywhere from one class to four classes a year.</p> <p>20 Q. Okay. And when you say class, would you 21 handle the class for the entirety of the semester?</p> <p>22 A. Yes.</p> <p>23 Q. Is it always finances?</p> <p>24 A. Yes.</p> <p>25 Q. Is it different levels of finances?</p> <p style="text-align: right;">Page 13</p>

<p>1 A. Yes.</p> <p>2 Q. Okay. And how long have you been doing</p> <p>3 that?</p> <p>4 A. Twenty-eight years.</p> <p>5 Q. Okay. All part-time?</p> <p>6 A. No, part of it part-time, part of it was</p> <p>7 full-time.</p> <p>8 Q. When did you go part-time?</p> <p>9 A. 1991.</p> <p>10 Q. Okay. So for a while then?</p> <p>11 A. Yes.</p> <p>12 Q. Prior to that, I assume you were full-time</p> <p>13 with UNLV?</p> <p>14 A. Yes.</p> <p>15 Q. And for how long were you, when did you</p> <p>16 start?</p> <p>17 A. At UNLV or teaching other places?</p> <p>18 Q. Well, at UNLV.</p> <p>19 A. 1990.</p> <p>20 Q. So you were there shortly and then you</p> <p>21 went to part-time?</p> <p>22 A. Yes.</p> <p>23 Q. How long have you been a professor in</p> <p>24 finances in general?</p> <p>25 A. I would say 1990, 28 years, before that I</p> <p style="text-align: right;">Page 14</p>	<p>1 individual testifying on behalf of Chersus?</p> <p>2 A. I am owner of Chersus, one of the owners</p> <p>3 and managers of Chersus Holdings.</p> <p>4 Q. Okay. But you have not seen this</p> <p>5 deposition notice before?</p> <p>6 A. No.</p> <p>7 Q. Okay. If you can look on Page 2, there is</p> <p>8 a list of topics there, and it's kind of a long</p> <p>9 list. If you can please peruse that list and take</p> <p>10 whatever time you need and let me know if you think</p> <p>11 there is anybody that would be better suited for</p> <p>12 responding to any of those topics. Let me put it</p> <p>13 this way, let me know if you are not the most</p> <p>14 appropriate person to be responding on those topics,</p> <p>15 okay?</p> <p>16 A. Okay. So I have looked over, that's a</p> <p>17 lot, 46 items, could you ask me a question again,</p> <p>18 please?</p> <p>19 Q. Looking over that list, is there anybody</p> <p>20 from Chersus that would be a more appropriate</p> <p>21 witness?</p> <p>22 A. From Chersus, no.</p> <p>23 Q. Okay. How many, you said you are one of</p> <p>24 the owners of Chersus, is that correct?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 16</p>
<p>1 was professor in management science.</p> <p>2 Q. I see. Now, since you have been part-time</p> <p>3 since '91, what else have you been doing, anything?</p> <p>4 A. Investing for myself.</p> <p>5 Q. Okay. Part of that is real estate</p> <p>6 obviously?</p> <p>7 A. Correct.</p> <p>8 Q. Do you have any formal training in real</p> <p>9 estate?</p> <p>10 A. In real estate?</p> <p>11 Q. Yes.</p> <p>12 A. No.</p> <p>13 Q. Do you have any formal training in law?</p> <p>14 A. No.</p> <p>15 Q. Okay. If I can have you look at Exhibit</p> <p>16 1, and actually it's the deposition notice. Have</p> <p>17 you seen that document before?</p> <p>18 A. No.</p> <p>19 Q. How was that you were identified as the</p> <p>20 witness for today's deposition?</p> <p>21 A. I didn't understand that question.</p> <p>22 Q. Well, if you can look at this notice, it's</p> <p>23 for the what we call 30(b)(6) witness for Chersus</p> <p>24 Holdings, LLC. So what I am asking is, how is it</p> <p>25 that you were the person that was identified as the</p> <p style="text-align: right;">Page 15</p>	<p>1 Q. How many owners are there?</p> <p>2 A. Four.</p> <p>3 Q. What does Chersus stand for?</p> <p>4 A. It's a Latin word for Paradise.</p> <p>5 Q. I see and you are the manager, is that</p> <p>6 what you said?</p> <p>7 A. Yes.</p> <p>8 Q. Are there any other members in terms of</p> <p>9 management?</p> <p>10 A. No.</p> <p>11 Q. Any other officers?</p> <p>12 A. My wife is an officer.</p> <p>13 Q. And what is your wife's name?</p> <p>14 A. Devyani, J. Mehta.</p> <p>15 Q. And what kind of officer is she?</p> <p>16 A. I am thinking that she is manager also.</p> <p>17 Q. Also a manager?</p> <p>18 A. Right.</p> <p>19 Q. Okay. Anybody else?</p> <p>20 A. No.</p> <p>21 Q. So you are the only two officers. And you</p> <p>22 are both managers, is that correct?</p> <p>23 A. Correct.</p> <p>24 Q. What are the names of the other owners of</p> <p>25 the property, of the company?</p> <p style="text-align: right;">Page 17</p>

<p>1 A. Jay Mehta. 2 Q. Okay. 3 A. Next one is Neil Mehta. 4 Q. And are they related to you? 5 A. Yes. 6 Q. Who is Jay? 7 A. He is my son. 8 Q. How about Neil? 9 A. Same, both are my son. 10 Q. Do they hold any positions within the 11 company besides owners? 12 A. No. 13 Q. Do they have any, do they do any work in 14 the day-to-day operations? 15 A. No. 16 Q. Are they more or less kind of silent 17 partners? 18 A. Yes. 19 Q. And what about your wife, you said she is 20 a manager, does she handle also day-to-day 21 operations? 22 A. No. 23 Q. What do her duties entail? 24 A. Nothing. 25 Q. A manager in name only?</p> <p style="text-align: right;">Page 18</p>	<p>1 A. Yes. 2 Q. Okay. Is there anybody else that helps 3 you out or is it really just solely you doing all 4 the work? 5 A. In management? 6 Q. Anything, whether it's management, whether 7 you have an assistant, you know any kind of? 8 A. No, I have a property manager for renting 9 the houses. 10 Q. Okay. Who is the property manager? 11 A. His name is Brian Lindsay. 12 Q. Do you know if that's Brian with an I or a 13 Y? 14 A. I. 15 Q. But it's fair to say that he is not an 16 actual employee of Chersus, is that right? 17 A. No. 18 Q. Are you familiar with First 100? 19 A. Yes. 20 Q. What is your relationship to First 100? 21 A. As far as, can you explain that question 22 again? 23 Q. Well, how are you familiar with them? 24 A. They are the people that I bought houses 25 from them, so they are the supplier of houses to me.</p> <p style="text-align: right;">Page 20</p>
<p>1 A. Right. 2 Q. Are you all equal partners in terms of 3 ownership? 4 A. No. 5 Q. How is that divided up then? 6 A. Five percent for me, five percent for my 7 wife, 45 percent for each of the two sons, so five, 8 five, 45, 45. 9 Q. I see. Are you a resident of Nevada? 10 A. Yes. 11 Q. Is your wife also, I assume? 12 A. Yes. 13 Q. And what about your sons? 14 A. No, they are not. 15 Q. But where are they at? 16 A. Jay is resident of Pennsylvania and Neil 17 is resident of California. 18 Q. Okay. Have you discussed this lawsuit 19 that you are here today with any of these three? 20 A. No. 21 Q. Okay. Does Chersus have any employees? 22 A. No. 23 Q. So it's basically, you know, correct me if 24 I am wrong, it's basically you four, but you pretty 25 much do everything, is that correct?</p> <p style="text-align: right;">Page 19</p>	<p>1 Q. Okay. How many houses have you bought 2 from them? 3 A. Total, four. 4 Q. And we will cover later, but you produced, 5 your attorney produced a purchase agreement. Were 6 all four of those houses included in that purchase 7 agreement or were they separate? 8 A. I don't know which purchase agreement you 9 are referring to. 10 Q. Okay. Well we will get to that later 11 then. How is it that you came to learn about First 12 100? 13 A. That's a long time ago, so I really don't 14 remember, somebody, I am thinking somebody has 15 introduced me to them. 16 Q. Okay. 17 A. One of my ex-student, but I don't 18 remember. 19 Q. So somebody in particular from First 100? 20 A. No, oh somebody you mean, who introduced 21 them? 22 Q. Well, I mean, who from First 100 did they 23 introduce you to? 24 A. Jay, I forgot his name, Jay. 25 Q. And this Jay, did you know him other than</p> <p style="text-align: right;">Page 21</p>

<p>1 from First 100?</p> <p>2 A. No.</p> <p>3 Q. When was the last time you did business</p> <p>4 with First 100?</p> <p>5 A. Business we did was probably 2016.</p> <p>6 Q. That was the last time?</p> <p>7 A. Yes.</p> <p>8 Q. What was your purpose for forming Chersus?</p> <p>9 A. Purpose of forming Chersus was to create a</p> <p>10 small corporation to invest into various ideas and,</p> <p>11 you know, various kinds of assets.</p> <p>12 Q. Okay. And you say various. You mentioned</p> <p>13 that you bought four properties from First 100. Are</p> <p>14 all those properties, when you say you bought, did</p> <p>15 Chersus buy all four of those properties?</p> <p>16 A. Chersus?</p> <p>17 Q. Yes?</p> <p>18 A. I don't understand your question.</p> <p>19 Q. Well, you mentioned you bought four</p> <p>20 properties from First 100. When you say you bought,</p> <p>21 you are referring to Chersus?</p> <p>22 A. Yes.</p> <p>23 Q. What other investments does Chersus, what</p> <p>24 are investments are they involved in?</p> <p>25 A. Stocks, bonds, municipal bonds mutual</p> <p style="text-align: right;">Page 22</p>	<p>1 Q. Okay. And we touched on this at the</p> <p>2 outset, but you mentioned that you may be familiar</p> <p>3 with Red Rock, is that right, but you are just not</p> <p>4 sure?</p> <p>5 A. I am not sure.</p> <p>6 Q. Have you done business with Red Rock</p> <p>7 Financial Services, to your knowledge?</p> <p>8 A. I think I could have.</p> <p>9 Q. Let me narrow it down a little bit. Did</p> <p>10 you do any business related to HOA foreclosure sales</p> <p>11 with Red Rock?</p> <p>12 A. No.</p> <p>13 Q. And United Legal Services, did you say you</p> <p>14 were familiar with them or no?</p> <p>15 A. Which one?</p> <p>16 Q. United Legal Services?</p> <p>17 A. No.</p> <p>18 Q. So you never did business with United</p> <p>19 Legal Services?</p> <p>20 A. No.</p> <p>21 Q. And Southern Terrace HOA, are you familiar</p> <p>22 with them?</p> <p>23 A. No.</p> <p>24 Q. And if I told you that they were the HOA</p> <p>25 on this particular property, would that trigger</p> <p style="text-align: right;">Page 24</p>
<p>1 funds, other houses, land, hedge funds.</p> <p>2 Q. So really many things then?</p> <p>3 A. Yes.</p> <p>4 Q. How many houses related to HOA</p> <p>5 foreclosures sales has Chersus bought?</p> <p>6 A. Four.</p> <p>7 Q. Okay. Only the four from First 100 then?</p> <p>8 A. Yes.</p> <p>9 Q. Have they bought other properties that</p> <p>10 were not related to HOA foreclosure sales?</p> <p>11 A. Yes.</p> <p>12 Q. Were they just general real estate</p> <p>13 investments then?</p> <p>14 A. Yes.</p> <p>15 Q. So it's fairly diversified what Chersus</p> <p>16 doing, is that right?</p> <p>17 A. Yes.</p> <p>18 Q. They are not created solely to buy HOA</p> <p>19 foreclosure sale properties, is that fair to say?</p> <p>20 A. Correct.</p> <p>21 Q. And again, I guess this is also kind of as</p> <p>22 far as how Chersus generates revenue, would it be</p> <p>23 then for the multiple investment properties,</p> <p>24 investment mechanism, is that right?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 23</p>	<p>1 anything in your memory?</p> <p>2 A. No.</p> <p>3 Q. Do you have any interaction with the HOA,</p> <p>4 Southern Terrace?</p> <p>5 A. No.</p> <p>6 Q. Okay.</p> <p>7 A. Wait, maybe I am paying HOA fees to</p> <p>8 Southern Terrace, but I don't remember that part</p> <p>9 because I pay a lot of HOA fees for a lot of houses.</p> <p>10 Q. Sure. Would it be your property manager</p> <p>11 that would actually pay that or would you be paying</p> <p>12 that?</p> <p>13 A. No, I would be paying that.</p> <p>14 Q. You just don't know the names of each HOA?</p> <p>15 A. Correct, because I have lot of houses that</p> <p>16 I buy.</p> <p>17 Q. And when you say you, you are referring to</p> <p>18 Chersus, is that right?</p> <p>19 A. Yes.</p> <p>20 Q. When did Chersus decide to buy properties,</p> <p>21 let me back up a little bit. When was Chersus</p> <p>22 formed?</p> <p>23 A. 2003 or later. I am not sure, but a long</p> <p>24 time ago.</p> <p>25 Q. Sure. That's fine. And you understand</p> <p style="text-align: right;">Page 25</p>

<p>1 that we are just looking for your best estimate?</p> <p>2 A. Correct.</p> <p>3 Q. And you understand the difference between</p> <p>4 an estimate and a guess?</p> <p>5 A. Yes.</p> <p>6 Q. And you know, I don't want you to guess,</p> <p>7 but I am looking for your best estimate when I ask</p> <p>8 these questions. How does Chersus decide which</p> <p>9 properties to buy?</p> <p>10 A. Now, when you say property, are you</p> <p>11 talking about houses because Chersus buys land and</p> <p>12 many of the real estate kind or tries to buy the</p> <p>13 real estate kind assets.</p> <p>14 Q. At the moment I am talking about real</p> <p>15 property in general, how do you decide which</p> <p>16 property to buy?</p> <p>17 A. If it seems that it's a good value</p> <p>18 compared to what it can be sold in the market at</p> <p>19 present, I will buy it as a manager at Chersus.</p> <p>20 Q. But now are you searching listings, how</p> <p>21 are you finding those properties?</p> <p>22 A. People come to me when they find something</p> <p>23 good that will be in my interest, that's the only</p> <p>24 way I search is contacts and relationship with</p> <p>25 people who are in this business.</p> <p style="text-align: right;">Page 26</p>	<p>1 had suffered in the other transaction.</p> <p>2 Q. Okay. So the initial, this initial</p> <p>3 investment was how many properties were you</p> <p>4 purchasing?</p> <p>5 A. The part that I am referring to was</p> <p>6 another four or five houses.</p> <p>7 Q. Okay. What time frame are we talking</p> <p>8 about here, did this occur?</p> <p>9 A. You mean in months?</p> <p>10 Q. Well, what year did this happen?</p> <p>11 A. I will estimate.</p> <p>12 Q. Sure.</p> <p>13 A. I will say, 2014 or '15.</p> <p>14 Q. Okay. So you initially made a deal with</p> <p>15 First 100 to buy four or five properties, is that</p> <p>16 right?</p> <p>17 A. Right.</p> <p>18 Q. And they were unable to deliver any of</p> <p>19 them?</p> <p>20 A. Yes.</p> <p>21 Q. And then in return they provided you with</p> <p>22 this property, is that right?</p> <p>23 A. Partially return of this one property.</p> <p>24 Q. Okay. Did they provide any other</p> <p>25 properties?</p> <p style="text-align: right;">Page 28</p>
<p>1 Q. Okay. So are you talking about?</p> <p>2 A. Word of mouth.</p> <p>3 Q. Are you talking about real estate agents?</p> <p>4 A. Yes.</p> <p>5 Q. Okay. And they might say hey, we have a</p> <p>6 good business opportunity for you or good investment</p> <p>7 opportunity?</p> <p>8 A. Yes.</p> <p>9 Q. Specifically with regard to this property,</p> <p>10 how is it that you, I know you mentioned you learned</p> <p>11 about First 100 from you think maybe a former</p> <p>12 student, is that what you said?</p> <p>13 A. Yes.</p> <p>14 Q. But how did you specifically learn about</p> <p>15 this particular property?</p> <p>16 A. This particular property was something</p> <p>17 very special, I will explain to you this situation.</p> <p>18 I had paid X number of dollars that I don't remember</p> <p>19 to First 100 to buy some other property, properties,</p> <p>20 and they could not, they took the money, they could</p> <p>21 not deliver those properties that I intended to buy.</p> <p>22 So they offered to say, we will give you one</p> <p>23 property that we have instead of the properties that</p> <p>24 you have set up to buy. And that's how they offered</p> <p>25 this one in return for some part of the loses that I</p> <p style="text-align: right;">Page 27</p>	<p>1 A. No.</p> <p>2 Q. Okay. If I can have you look at this is</p> <p>3 Exhibit 8, this is Chersus' responses to request for</p> <p>4 production of documents.</p> <p>5 A. Number eight?</p> <p>6 Q. Yes.</p> <p>7 A. Okay.</p> <p>8 Q. If you turn near the back, this is the</p> <p>9 purchase and sale agreement that we spoke about.</p> <p>10 And it's Bates stamped. If you look in the bottom</p> <p>11 right CHER 1. You see that?</p> <p>12 A. Which page number?</p> <p>13 Q. It will be at the end of the actual</p> <p>14 responses and then the actual exhibit, it will be</p> <p>15 CHER 1?</p> <p>16 A. Okay, I see it.</p> <p>17 Q. Okay. Does this document look familiar to</p> <p>18 you?</p> <p>19 A. Yes.</p> <p>20 Q. And what is it?</p> <p>21 A. It's a purchase and sale agreement.</p> <p>22 Q. But now is this the purchase and sale</p> <p>23 agreement related to the four or five properties you</p> <p>24 were talking about?</p> <p>25 A. This property was given to me in return</p> <p style="text-align: right;">Page 29</p>

<p>1 for some of the losses of the other four or five 2 houses that I was referring to. 3 Q. Okay. But this particular purchase and 4 sale agreement is related to this property only, is 5 that correct? 6 A. Correct. 7 Q. And if you look on this, if you look at 8 you see that first page on Chersus 1 where it says 9 1.2, purchase price, and then it says property sale 10 price \$0, do you see that? 11 A. Yes. 12 Q. And can you explain to me that? 13 A. As I said prior, they were giving me this 14 property without me paying any property sale price 15 because I had suffered a much larger loss in the 16 previous transaction. 17 Q. Okay. So to make up for the loss? 18 A. Partial loss, to partially make up for the 19 loss this is the property they gave to me. 20 Q. Did you pay them anything for this 21 particular property, other than those prior losses, 22 a dollar, anything? 23 A. This quiet title placement fee, 24 recordation cost. 25 Q. And you are referring to under 1.2, it</p> <p style="text-align: right;">Page 30</p>	<p>1 Q. Well, now, in this particular lawsuit that 2 you are here for today it was actually my client 3 that initiated the lawsuit? 4 A. Correct. 5 Q. Ocwen Loan Servicing, as the plaintiff in 6 this lawsuit? 7 A. Correct. 8 Q. Did Weil and Drage, did they actually 9 initiate a lawsuit or no? 10 A. Yes, on my behalf. 11 Q. There was a separate lawsuit related to 12 this property, is that right? 13 A. That's what I would think so. 14 Q. Do you know if there is a resolution to 15 that lawsuit? 16 A. No. 17 Q. No, you don't know? 18 A. I don't know, sorry, I know that there is 19 no resolution to that lawsuit. 20 Q. And you are referring to a lawsuit that's 21 separate than this one we are here for today, is 22 that right? 23 A. Yes. 24 Q. And is that lawsuit still ongoing? 25 A. I am not sure.</p> <p style="text-align: right;">Page 32</p>
<p>1 says quiet title placement fee, 2500? 2 A. Correct. 3 Q. And what is that? 4 A. That's from what I understand, it's a fee, 5 for them to pay to me, to represent me in getting 6 the title quiet title. 7 Q. Okay. And did that happen? 8 A. Yes. 9 Q. Who was the attorney that was hired for 10 the \$2,500? 11 A. I do not know. 12 Q. Okay. 13 A. I don't remember. I suspect, in the first 14 part of this process I was not participating much. 15 Subsequently the law firm of Weil and Drage became 16 my attorney. 17 Q. Okay. But you don't remember if that 18 \$2,500 was used to retain them, is that right? 19 A. Correct. 20 Q. Do you know if that \$2,500 was related to 21 this particular lawsuit? 22 A. Yes, lawsuit, no, sorry. 23 Q. Okay. What do you mean then? 24 A. It was the \$2,500 was paid for me to get 25 the quiet title.</p> <p style="text-align: right;">Page 31</p>	<p>1 Q. Does Weil and Drage still represent 2 Chersus in that lawsuit? 3 A. Not at present, they did, but I changed 4 the law firm. 5 Q. Okay. Just to clarify something, so we 6 are looking at Exhibit A. And these are responses 7 as I said, Chersus' responses to our request for 8 production. And if you can see, you know, on the 9 first page, initially these were responded to by 10 Weil and Drage, and then, as you know, your current 11 attorney substituted in for them. 12 MR. JURANI: I am trying to clarify, is he 13 making a mistake or is there a separate lawsuit 14 we should know about that? 15 MS. INGLEBY: I think you are confused 16 because of the counter claim, is that what you 17 mean by they initiated a suit for you because 18 there is a counterclaim. 19 A. Yes. 20 MS. INGLEBY: So that's what it is, 21 because there is a counterclaim. 22 MR. JURANI: Because if there is a whole 23 separate lawsuit we have some issues to clear 24 up. 25 Q. Back to this purchase and sale agreement,</p> <p style="text-align: right;">Page 33</p>

<p>1 just so I am clear, so did you pay 2500 as part of 2 the purchase price, was that considered part of the 3 purchase price? 4 A. Yes. 5 Q. And would you classify that as a retainer 6 for a law firm, is that right? 7 A. Correct. 8 Q. If you can turn to the next page, CHER 2? 9 A. Okay. 10 Q. Section 1.5. It's a section entitled 11 quiet title, what is your understanding of what that 12 section means? 13 A. Could you explain the question? 14 Q. Well, I am asking your understanding of 15 what this particular section means to you? 16 A. That means that 2500 is a retainer to 17 start the lawsuit to clear the quiet title. 18 Q. Is it fair to say that you knew you would 19 have to engage in a lawsuit to get title to this 20 property, clear title? 21 A. Yes. 22 Q. What is the significant of this provision 23 to you? 24 A. To me, it just means that it will take 25 time and effort on attorneys part to get the quiet</p> <p style="text-align: right;">Page 34</p>	<p>1 Q. Is it fair to say, though, that you 2 understood that you would be engaged in a lawsuit in 3 order to get clear title, is that correct? 4 A. Yes. 5 Q. And the next section 1.6 is entitled 6 property swap/substitution, what is your 7 understanding of that section? 8 A. It's very clear that there could be a swap 9 if the quite title is actually unsuccessful, then 10 First 100 will substitute some other properties if 11 they have any other property available. 12 Q. So for example, if you lose this lawsuit 13 they will provide you another property, is that what 14 they are saying? 15 A. Yes. 16 Q. Is that what happened with regard to the 17 previous properties that you said, the four or five 18 you initially purchased, is that what happened? 19 A. No, those they could never deliver. 20 Q. So you were never delivered properties in 21 the first place? 22 A. Correct. 23 Q. They were never subject to lawsuit? 24 A. No. 25 Q. Do any of the other properties, are any of</p> <p style="text-align: right;">Page 36</p>
<p>1 title. 2 Q. In order to get clear title to the 3 property, is that right? 4 A. Correct. 5 Q. What kind of interest in the property did 6 you think you were getting? 7 A. In this case I was getting hundred percent 8 interest. 9 Q. Did you think that was an interest that 10 was going to be subject to the first deed of trust 11 or did you think it would be free and clear in the 12 first deed of trust? 13 A. At that time I thought it was free and 14 clear. 15 Q. So you thought you were buying an interest 16 in the property that was free and clear of the deed 17 of trust, but you understood, though, that you were 18 would have to engage in a quiet title lawsuit, is 19 that right? 20 A. Correct. 21 Q. But doesn't that kind of contradict each 22 other, if you had to engage in a lawsuit then how 23 could you be also obtaining free and clear title, 24 does that make sense? 25 A. Yes, now it does, at that time it did not.</p> <p style="text-align: right;">Page 35</p>	<p>1 the properties that you currently hold under Chersus 2 subject to a lawsuit? 3 A. Yes. 4 Q. And how many? 5 A. Each of the properties, each of the 6 properties, including this one are under lawsuit. 7 Q. But you are referring to the four First 8 100 properties? 9 A. Correct. 10 Q. So just to be clear, those four properties 11 from First 100 are not the properties that you were 12 talking about, the four or five that were 13 transferred for this property then? 14 A. Correct. 15 Q. Okay. Because you still own those other, 16 still hold those other three, is that right? 17 A. Correct. 18 Q. So completely separate transactions, is 19 that right? 20 A. Yes. 21 Q. And if you look under this, well, if I 22 could have you look at 2.1 for me, please, under 23 property condition, what is your understanding of 24 this section? 25 A. Okay, it just means that First 100 is</p> <p style="text-align: right;">Page 37</p>

<p>1 selling the property as is. Anything wrong, the 2 property, a buyer has to take care of it. 3 Q. Buyer being you? 4 A. Correct. 5 Q. Okay. And it says that it's in the first 6 line under I, small i, property was acquired at a 7 homeowners association foreclosure auction, is that 8 right? 9 A. Correct. 10 Q. If you look there, the middle, it says 11 buyer hereby acknowledges and confirms that buyer 12 had adequate opportunity to conduct due diligence 13 regarding the property, including but not limited to 14 title searches and property inspections, do you see 15 that? 16 A. Yes. 17 Q. With regard to this property, did you 18 conduct any due diligence before buying it before 19 obtaining it? 20 A. No. 21 Q. Did you obtain any kind of title searches? 22 A. No. 23 Q. Did you review any documents prior to 24 obtaining this property? 25 A. No.</p> <p style="text-align: right;">Page 38</p>	<p>1 A. Yes. 2 Q. For any of the properties that you 3 purchased, do you conduct inspections? 4 A. No. 5 Q. Now, typically when you buy a property 6 that was the subject of an HOA foreclosure sale, and 7 you said you have three other properties from First 8 100, so do you typically go to a title company or 9 escrow company and try to get a title search? 10 A. No. 11 Q. Do you typically do any kind of research 12 on any properties before buying them? 13 A. No. 14 Q. It's fair to say for the other three 15 properties from First 100, you didn't do any other 16 research, is that right? 17 A. Yes. 18 Q. The four to five properties that were, I 19 guess, if you can say First 100 kind of fell through 20 on? 21 A. Yes. 22 Q. Were those HOA foreclosure properties, as 23 well? 24 A. Yes. 25 Q. Did you do any research into those</p> <p style="text-align: right;">Page 40</p>
<p>1 Q. Did you look on any kind of web pages like 2 Assessor's website or Recorder's website or anything 3 like that? 4 A. No. 5 Q. Did you contact any title companies or 6 escrow companies? 7 A. No. 8 Q. Did you determine if there were any kind 9 of liens on the property? 10 A. No. 11 Q. Did you obtain any kind of appraisals or 12 do you know what a BPO is? 13 A. No. 14 Q. Did you attempt to obtain any kind of 15 evaluation on the property? 16 A. Yes. 17 Q. And how did you do that? 18 A. Going to Zillow. 19 Q. Zillow.com? 20 A. Yes. 21 Q. Did you actually go to the property and 22 inspect it itself? 23 A. No. 24 Q. What did you do, did you just look on 25 Zillow?</p> <p style="text-align: right;">Page 39</p>	<p>1 properties before attempting to purchase them? 2 A. I went to see them inside of the property 3 and that's it. 4 Q. Okay. So you actually visited those 5 properties? 6 A. Those properties, I did visit. 7 Q. Why is it that you didn't visit this 8 particular one? 9 A. I had already lost money on the other four 10 or five that I paid them, so anything they gave me 11 without charging me big money was something that I 12 didn't want to question. 13 Q. Okay. 14 A. At that time my options were limited. 15 Q. The whole concept of them providing you 16 with this property in exchange for the four or five 17 that fell through, was that their idea or something 18 that came from you? 19 A. It was their idea. 20 Q. So kind of out of the goodness of their 21 heart they came to you and said, hey, these four or 22 five didn't work so here is this? 23 A. Yes. 24 Q. And you had already paid for the four to 25 five previous properties?</p> <p style="text-align: right;">Page 41</p>

<p>1 A. Yes.</p> <p>2 Q. Did part of you say that is only partial</p> <p>3 reimbursement and did you attempt to get anymore</p> <p>4 besides this one property?</p> <p>5 A. Yes.</p> <p>6 Q. And were you able to get anything else?</p> <p>7 A. Just a note.</p> <p>8 Q. What do you mean by note?</p> <p>9 A. Promise to pay X number of dollars.</p> <p>10 Q. Okay. Was that note secured by anything?</p> <p>11 A. No.</p> <p>12 Q. It was not secured by this property?</p> <p>13 A. No, unsecured.</p> <p>14 Q. And that was kind of in part to make up</p> <p>15 for the four or five properties that fell through,</p> <p>16 is that right?</p> <p>17 A. Correct.</p> <p>18 Q. Let me get back to the purchase and sale</p> <p>19 agreement real quick. Again, still on Page CHER 2,</p> <p>20 under section 2.2 it says no warrantee or</p> <p>21 indemnification. What is your understanding of what</p> <p>22 that section means?</p> <p>23 A. It means that First 100 is not getting</p> <p>24 anything.</p> <p>25 Q. Okay. Because again, it's your</p> <p style="text-align: right;">Page 42</p>	<p>1 initials next to that?</p> <p>2 A. Yes.</p> <p>3 Q. The next page, Page 4 CHER 4, and it looks</p> <p>4 like the signature portion for First 100, does that</p> <p>5 seem right?</p> <p>6 A. Yes.</p> <p>7 Q. What is that name who signed that, do you</p> <p>8 know?</p> <p>9 A. Carlos Carmertas.</p> <p>10 Q. Could you spell that last name for me,</p> <p>11 please, if you know it?</p> <p>12 A. Not easy to read. C-A-R-M-E-R-T-A-S.</p> <p>13 Q. Are you familiar with this person?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Could you say that name again for</p> <p>16 me, it's probably easier for you to pronounce?</p> <p>17 A. Carlos Carmertas.</p> <p>18 Q. What is your understanding of what, and I</p> <p>19 am going to call him by his first name, what is your</p> <p>20 understanding of what his position was with First</p> <p>21 100?</p> <p>22 A. As far as I know, he was one of the</p> <p>23 directors.</p> <p>24 Q. Okay. Carlos was director of First 100?</p> <p>25 A. Yes.</p> <p style="text-align: right;">Page 44</p>
<p>1 understanding that you would have to go through a</p> <p>2 lawsuit in order to get clear title, is that right?</p> <p>3 A. Correct.</p> <p>4 Q. If you look at the bottom of the page, see</p> <p>5 those initials, are either of those your initials?</p> <p>6 A. Yes.</p> <p>7 Q. Is that the one that looks like J.M., is</p> <p>8 that right?</p> <p>9 A. Yes.</p> <p>10 Q. And Page 1, CHER 1, are those your</p> <p>11 initials also?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. If you can turn to the Page, CHER</p> <p>14 3, is that your signature in the middle of the page?</p> <p>15 A. Yes.</p> <p>16 Q. And then you have that section underneath</p> <p>17 that it says, I have read and expressly agreed to</p> <p>18 the property conditions of section 2.1, do you see</p> <p>19 that?</p> <p>20 A. Yes.</p> <p>21 Q. And are those your initials?</p> <p>22 A. Yes.</p> <p>23 Q. And under that it says, I have read and</p> <p>24 expressly agreed to the no warrantee and</p> <p>25 indemnification term of section 2.2, is that your</p> <p style="text-align: right;">Page 43</p>	<p>1 Q. Was he the one that you would usually deal</p> <p>2 with from First 100?</p> <p>3 A. No.</p> <p>4 Q. Would it be Jay that you mentioned</p> <p>5 earlier?</p> <p>6 A. Jay Bloom, yes.</p> <p>7 Q. Jay Bloom, okay. And how is it that</p> <p>8 you -- so from what I understand, this particular</p> <p>9 property you learned about because the first four to</p> <p>10 five properties fell through, right?</p> <p>11 A. Right.</p> <p>12 Q. How did you learn about the first four or</p> <p>13 five properties, did they approach you?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. And they approached you and said,</p> <p>16 hey, we have this opportunity?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And was it solely your decision to</p> <p>19 go forward with that opportunity then?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. Because you said no one else, well,</p> <p>22 your wife appears to be a manager by name only?</p> <p>23 A. Correct.</p> <p>24 Q. But the decisions were yours solely, is</p> <p>25 that correct?</p> <p style="text-align: right;">Page 45</p>

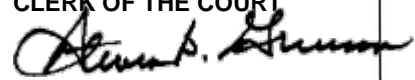
<p>1 A. Yes.</p> <p>2 Q. And finally, let's go to Page 5 of this</p> <p>3 purchase and sale agreement, CHER 5?</p> <p>4 A. Okay.</p> <p>5 Q. It says at the top Exhibit 1, disclosures</p> <p>6 relating to HOA foreclosures, what is your</p> <p>7 understanding of what this page is?</p> <p>8 A. It means that what I would like to do in</p> <p>9 order to be successful, and if it doesn't the</p> <p>10 property will go back to the first deed holder.</p> <p>11 Q. Okay. So is it fair so say it's not</p> <p>12 unlike the other previous provisions that we looked</p> <p>13 at where it's basically it's asking you to confirm</p> <p>14 that title is not clear, are you aware of that?</p> <p>15 A. Yes.</p> <p>16 Q. And that the quiet title lawsuit related</p> <p>17 to the property could fail, is that right?</p> <p>18 A. Yes.</p> <p>19 Q. And it mentions in there, and the second</p> <p>20 to the last paragraph, it says because F 100</p> <p>21 acquired the property through an HOA foreclosure</p> <p>22 sale. F Hundred did not read that back. Title</p> <p>23 insurance is likely unavailable on any property</p> <p>24 until the quiet title action succeeds. Do you see</p> <p>25 that?</p> <p style="text-align: right;">Page 46</p>	<p>1 A. No.</p> <p>2 Q. Okay. You don't. How were they</p> <p>3 purchased?</p> <p>4 A. No, wait, which property are you talking</p> <p>5 about?</p> <p>6 Q. Well, what I am saying, you have other</p> <p>7 purchase agreements with First 100, is that correct,</p> <p>8 with regard to other properties?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. When you obtained this property,</p> <p>11 did you inquire whether or not the super priority</p> <p>12 lien had been paid?</p> <p>13 A. I didn't understand your question.</p> <p>14 Q. Before you acquired this property that we</p> <p>15 are here for today, did you inquire of anybody</p> <p>16 whether or not the super priority lien had been</p> <p>17 paid?</p> <p>18 A. No.</p> <p>19 Q. Okay. Did you inquire of anyone whether</p> <p>20 or not an attempt had been made to pay the super</p> <p>21 priority lien?</p> <p>22 A. No.</p> <p>23 Q. Okay. As you sit here today, do you have</p> <p>24 an understanding of what the super priority lien is?</p> <p>25 A. I don't think I can describe it. No, I am</p> <p style="text-align: right;">Page 48</p>
<p>1 A. Yes.</p> <p>2 Q. Were you able to obtain title insurance on</p> <p>3 this property?</p> <p>4 A. No.</p> <p>5 Q. I think you mentioned this. The previous</p> <p>6 four to five properties that you initially purchased</p> <p>7 before they were exchanged for this property, did</p> <p>8 you do any other research on those properties, other</p> <p>9 than visiting them in person?</p> <p>10 A. No.</p> <p>11 Q. Okay. Did you look them up on Zillow?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. But you didn't to, you didn't get a</p> <p>14 TSG or title policy or title report?</p> <p>15 A. No.</p> <p>16 Q. Other than the properties that we talked</p> <p>17 about today did you purchase anything else from</p> <p>18 First 100?</p> <p>19 A. Any other property?</p> <p>20 Q. Yes.</p> <p>21 A. No.</p> <p>22 Q. Other than what we talked about today?</p> <p>23 A. No.</p> <p>24 Q. Do you have other purchase agreements with</p> <p>25 First 100 related to other properties?</p> <p style="text-align: right;">Page 47</p>	<p>1 not really eligible.</p> <p>2 Q. Back in 2013, at the time that you</p> <p>3 obtained this property, do you have an understanding</p> <p>4 of what the super priority lien was?</p> <p>5 A. To a small extent.</p> <p>6 Q. And what was your understanding?</p> <p>7 A. My understanding was that the quiet title</p> <p>8 action will survive and in the State of Nevada</p> <p>9 property obtained by HOA foreclosure would be proper</p> <p>10 for somebody like me to own the property. In other</p> <p>11 words, I felt that I will be keeping this property</p> <p>12 after the quiet title action and the court will rule</p> <p>13 in favor of me.</p> <p>14 Q. Okay. And how is it that you had that</p> <p>15 thought?</p> <p>16 A. From what Jay Bloom and others said to me.</p> <p>17 Q. Okay. Did they explain to you what a</p> <p>18 super priority lien was?</p> <p>19 A. At that time, yes.</p> <p>20 Q. Okay. Are you able to tell me how they</p> <p>21 explained it to you?</p> <p>22 A. No, it's a long time ago.</p> <p>23 Q. Yes, is that because you just don't</p> <p>24 remember?</p> <p>25 A. Right, I don't remember.</p> <p style="text-align: right;">Page 49</p>

<p>1 Q. Have you personally ever attended an HOA 2 foreclosure sale? 3 A. No. 4 Q. And it's fair to say you didn't attend the 5 sale with regard to this particular property, 6 correct? 7 A. Yes, I did not. 8 Q. Have you ever attended a sale put on by 9 Red Rock? 10 A. No. 11 Q. And you never attended a sale put on by 12 United Legal Services, correct? 13 A. Correct. 14 Q. Have you ever had any interaction with the 15 HOA board in this case, Southern Terrace? 16 A. No. 17 Q. Okay. Are you familiar with any of the 18 members of the board? 19 A. Not at all. 20 Q. Are you familiar with anything related to 21 the actual conduct of the sale, the HOA sale here? 22 A. No. 23 Q. You haven't looked at any documents or 24 anything like that? 25 A. No.</p> <p style="text-align: right;">Page 50</p>	<p>1 we have not received any documents at this point 2 related to any kind of work that was done on the 3 property. Are you able to estimate as you sit here 4 today what kind of work was done on the property? 5 A. No, I can't estimate. I can give you a 6 rough idea about how much money I spent to fix the 7 property, but other than that I cannot tell you what 8 was wrong. 9 Q. Well, if you can go ahead and do that. If 10 you can give me a rough estimate, but I also ask 11 that if you can please provide any documents you 12 have to your attorney so they can produce them to 13 us, but if you have any estimate for me? 14 A. I don't have any documents, I am 15 estimating that I spent 35 to \$40,000 to fix the 16 property. 17 Q. How is it that you don't have any 18 documents related to that 35 or 40 that you spent? 19 A. Because I have been careless. 20 Q. Okay. So you think that you lost those 21 documents, is that right? 22 A. No, I never asked for any documents. 23 Q. Oh, well, let's do it this way then. That 24 35 or 40, what kind of repairs did that entail? 25 A. I can estimate, they must have been some</p> <p style="text-align: right;">Page 52</p>
<p>1 Q. When First 100 provided this property to 2 you to purchase, what did they provide to you, what 3 kind of information did they provide to you about 4 the property? 5 A. They provided me with the address of the 6 property and that's it, what I learned was from 7 Zillow.com. 8 Q. So they didn't give you any kind of sheet 9 that said the property address on there or anything 10 like that? 11 A. No. 12 Q. At the time that you obtained the property 13 was it occupied? 14 A. No. 15 Q. So you didn't have to go through eviction 16 proceedings or anything like that? 17 A. No. 18 Q. What kind of condition was the property 19 in? 20 A. I do not remember. I could guess that it 21 was not very good. 22 Q. Okay. Did you have to perform any repairs 23 on the property? 24 A. Yes, substantial repair. 25 Q. And you know, I will represent to you that</p> <p style="text-align: right;">Page 51</p>	<p>1 walls missing, carpets, fixtures, bathroom fixtures, 2 showers, painting and landscaping. 3 Q. Okay. Let's take the walls missing, what 4 do you mean by that. Were entire walls missing, did 5 they have to put of framing? 6 A. Dry walls. 7 Q. Did you hire somebody then to replace 8 drywall? 9 A. I hired a general contractor, if I 10 remember, I don't remember well, but I hired one 11 person who work everything done. 12 Q. So all the things that you just went over 13 with me, one person fixed it all? 14 A. No, he didn't fix it, he hired people to 15 fix it. 16 Q. So one general contractor fixed 17 everything, is that right? 18 A. Yes. 19 Q. But you don't have any records relating to 20 that? 21 A. No. 22 Q. You just did you have records and you lost 23 them or he never gave you anything? 24 A. I am thinking, I don't think I even have 25 any records. I was happy to get a house for</p> <p style="text-align: right;">Page 53</p>

<p>1 discounted price, and so I wanted to get it done 2 pretty fast and whatever it took I just paid him. 3 Q. And how is it that you paid him? 4 A. By check and cash. 5 Q. And do you have the canceled checks, not 6 canceled? 7 A. No, I don't have all the canceled checks. 8 Q. Okay. Well, as I said, I will ask you to 9 provide your attorney anything that you may have 10 that is evidence of amounts that you spent on the 11 property. As far as the carpets, did you replace 12 all the carpets in the property? 13 A. Yes. 14 Q. You said the shower, did you put a whole 15 new shower in or what do you mean by that? 16 A. I do not remember. 17 Q. You just know that some work was done on 18 the shower? 19 A. Yes. 20 Q. And when you say painting, was it just the 21 walls? 22 A. The whole house. 23 Q. Exterior too? 24 A. Yes. 25 Q. And then landscaping, was it just cleaning</p> <p style="text-align: right;">Page 54</p>	<p>1 A. Correct. 2 Q. Is the property currently occupied? 3 A. I have no idea. 4 Q. Okay. And let me ask again, if you can 5 look at Exhibit 8 again, and this is right after the 6 purchase and sale agreement we were just looking at. 7 At the top it says residential lease agreement? 8 A. Yes. 9 Q. CHER 6? 10 A. Yes. 11 Q. Have you seen this document before? 12 A. Yes. 13 Q. And what is it? 14 A. It's an agreement between Chersus Holdings 15 and a tenant. 16 Q. Okay. And it looks like it's between a 17 Tonya Sanchez and Eric Sanchez and Chersus, is that 18 right? 19 A. That's right. 20 Q. And it appears that is for 36 month term, 21 is that right? 22 A. Yes. 23 Q. Concluding November 21, 2016? 24 A. Yes. 25 Q. Do you know if these tenants stayed for</p> <p style="text-align: right;">Page 56</p>
<p>1 up the landscaping? 2 A. No, putting plants and shrubbery and so 3 on. 4 Q. So you would install new shrubs and 5 plants, correct? 6 A. Correct. 7 Q. Do you recall anything else that you spent 8 on the property, other than those repairs? 9 A. Insurance payment, property taxes, and a 10 normal maintenance, day-to-day things that break 11 down. 12 Q. Is that something that you keep record of? 13 A. No, the insurance payment is I have many 14 houses. So I buy bulk insurance, commercial 15 insurance that covers all the houses. And so I 16 could come up with that total insurance payment, but 17 not each house. 18 Q. It doesn't, the policy doesn't divide it 19 up per house or anything like that? 20 A. I think it does. 21 Q. Okay. But would you have to look through 22 your documents to determine? 23 A. Correct, that's a long time ago. 24 Q. And you said that you are paying the HOA 25 dues, is that correct?</p> <p style="text-align: right;">Page 55</p>	<p>1 the duration of that period? 2 A. No, I don't. 3 Q. Okay. And you don't know if the property 4 is currently occupied, is that right? 5 A. Correct. 6 Q. So you don't know if there is another 7 lease agreement or you don't know if these 8 particular tenants continued on after the end of 9 these terms? 10 A. At sometime in early 2016 they stopped 11 paying the rent and they said that the property is 12 not ours, according to their lawyers, so they will 13 not pay any rents. And that was the end of it, I 14 have not heard anything after that. 15 Q. Okay. So just to make sure I heard you 16 correctly. They told you that according to their 17 lawyers the property is not yours, so they stopped 18 paying you rent, is that right? 19 A. Yes. 20 Q. So beginning of 2016? 21 A. Correct. 22 Q. And did they tell you that personally or 23 did they tell you? 24 A. My manager, property manager. 25 Q. And he relayed that information to you?</p> <p style="text-align: right;">Page 57</p>

<p>1 A. Correct.</p> <p>2 Q. And that was Brian, you said?</p> <p>3 A. Correct.</p> <p>4 Q. But you don't know what is going on with</p> <p>5 the property since then?</p> <p>6 A. Correct.</p> <p>7 Q. Do you know if you asked your management</p> <p>8 company to try to evict them?</p> <p>9 A. No.</p> <p>10 Q. You just really don't know?</p> <p>11 A. Right.</p> <p>12 Q. Is that something that you are concerned</p> <p>13 about, the current condition of this property?</p> <p>14 A. Yes, very much so.</p> <p>15 Q. But you don't currently know if it's being</p> <p>16 rented out, is that right?</p> <p>17 A. Correct.</p> <p>18 Q. So when the management company, would</p> <p>19 these tenants then, they would pay the management</p> <p>20 company and the management company would pay you</p> <p>21 periodically, is that how it worked?</p> <p>22 A. Yes.</p> <p>23 Q. And eventually Brian told you they are not</p> <p>24 paying anymore so he has not given you anything, is</p> <p>25 that right?</p> <p style="text-align: right;">Page 58</p>	<p>1 Q. But you also mentioned, I believe, that</p> <p>2 you have some ongoing maintenance that you do on the</p> <p>3 property?</p> <p>4 A. Each of the property. Not this one</p> <p>5 particularly, but all of them.</p> <p>6 Q. What I am asking, do you have any record</p> <p>7 of any of that or a ledger or receipts?</p> <p>8 A. On this particular property?</p> <p>9 Q. Yes.</p> <p>10 A. No.</p> <p>11 Q. Okay. Other than these tenants that we</p> <p>12 talked about, did you obtain any other income</p> <p>13 related to this property?</p> <p>14 A. No.</p> <p>15 Q. And I think you said the last time you had</p> <p>16 any kind of business relationship with First 100 was</p> <p>17 about 2016, is that right?</p> <p>18 A. Correct.</p> <p>19 MS. INGLEBY: If I could clarify something</p> <p>20 for the record, this property was foreclosed on</p> <p>21 and so that's why he is explaining to you that</p> <p>22 he doesn't know the current condition of the</p> <p>23 property or if there is a tenant in there. So</p> <p>24 I just wanted to make it clear that he wasn't,</p> <p>25 you know, being vague or anything like that.</p> <p style="text-align: right;">Page 60</p>
<p>1 A. Correct.</p> <p>2 Q. And is it fair to say that you have not</p> <p>3 received anything from your management company</p> <p>4 related to this property since early 2016?</p> <p>5 A. Correct.</p> <p>6 Q. Okay. Is it possible that you received</p> <p>7 something that we are not aware that maybe you have</p> <p>8 so many properties that perhaps you were receiving</p> <p>9 something that you just missed it, that it's for</p> <p>10 this property?</p> <p>11 A. No I am very clear, it didn't come.</p> <p>12 Q. Okay. So you are very clear that at least</p> <p>13 since early 2016 you have not been receiving</p> <p>14 anything from the property?</p> <p>15 A. Yes.</p> <p>16 Q. Do you maintain any kind of property</p> <p>17 accounting ledger as far as the expenses you have</p> <p>18 paid related to this property?</p> <p>19 A. You mean, what expenses are you talking</p> <p>20 about, after '16 or before 2016?</p> <p>21 Q. Well, anything at all. I think you said</p> <p>22 you had 35 or 40,000 for initial repairs, but my</p> <p>23 understanding of what you are saying today is you</p> <p>24 have no record of that?</p> <p>25 A. Correct.</p> <p style="text-align: right;">Page 59</p>	<p>1 A. It was foreclosed by Ocwen.</p> <p>2 Q. I understand. Thank you. So from your</p> <p>3 knowledge, since the time that Ocwen foreclosed on</p> <p>4 it you have not had information on the property?</p> <p>5 A. Correct.</p> <p>6 Q. I don't have any other questions.</p> <p>7 MS. SURUR: I would like an electronic</p> <p>8 copy with pdf exhibits, please.</p> <p>9 MS. INGLEBY: I will take an e-tran,</p> <p>10 thanks.</p> <p>11 (The deposition concluded at</p> <p>12 3:30 p.m.)</p> <p>13 * * * * *</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 61</p>

<p>1 CERTIFICATE OF REPORTER</p> <p>2</p> <p>3 I, Shifra Moscovitz, Certified Court Reporter,</p> <p>4 State of Nevada, do hereby certify:</p> <p>5 That I reported the deposition of JAGDISH MEHTA,</p> <p>6 commencing on Tuesday, April 10, 2018, at 1:30 p.m.</p> <p>7 That prior to being deposed, the witness was duly</p> <p>8 sworn by me to testify to the truth. That I thereafter</p> <p>9 transcribed my said shorthand notes into typewriting and</p> <p>10 that the typewritten transcript is a complete, true and</p> <p>11 accurate transcription of my said shorthand notes. That</p> <p>12 prior to the conclusion of the proceedings, the reading and</p> <p>13 signing was requested by the witness or a party.</p> <p>14 I further certify that I am not a relative or</p> <p>15 employee of counsel of any of the parties, nor a relative or</p> <p>16 employee of the parties involved in said action, nor a</p> <p>17 person financially interested in the action.</p> <p>18 In witness whereof, I hereunto subscribe my name</p> <p>19 at Las Vegas, Nevada, this 23rd day of April, 2018.</p> <p>20</p> <p>21</p> <p>22 <%signature%></p> <p>23 SHIFRA MOSCOVITZ, CCR No. 938</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 62</p>	



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7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 OCWEN LOAN SERVICING, LLC, a foreign
10 Limited Liability Company,

Case No.: A-14-696357-C

11 Plaintiff,

Dept No.: 4

12 v.

**ORDER DENYING PLAINTIFF'S
MOTION FOR RECONSIDERATION**

13 CHERSUS HOLDINGS, LLC, a Domestic
14 Limited Liability Company; First 100, LLC, a
15 Domestic Limited Liability Company;
16 SOUTHERN TERRACE HOMEOWNERS
17 ASSOCIATION, a Domestic Non-Profit
18 Corporation; RED ROCK FINANCIAL
19 SERVICES, LLC, A Foreign Limited Liability
20 Company; UNITED LEGAL SERVICES,
21 INC., a Domestic Corporation; DOES I
22 through X; and ROE CORPORATIONS XI
23 through XX, inclusive

24 Defendant.

25 CHERSUS HOLDINGS, LLC, a Domestic
26 Limited Liability Company,

27 Counterclaimant,

28 OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Counter-Defendants.

THE LAW OFFICE OF VERNON NELSON
ATTORNEY AT LAW

AA3419

1 **ORDER DENYING PLAINTIFF'S MOTION FOR RECONSIDERATION**

2 This matter came before the Court on October 21, 2019 on Plaintiff's Motion to Alter or
3 Amend Judgment and for Reconsideration pursuant to NRCP 59 and 60 ("Motion for
4 Reconsideration") filed on June 11, 2019 by counsel Paterno C. Jurani, Esq. Counsel Vernon A.
5 Nelson, Esq. filed an Opposition thereto on July 2, 2019 on behalf of Defendant Chersus Holdings,
6 LLC. Counsel Paterno C. Jurani, Esq. then filed a Reply thereto on July 11, 2019 and a Notice of
7 Supplemental Authority on September 6, 2019

8
9 Having reviewed the matter, including all points, authorities, and exhibits submitted by
10 counsel, the court hereby enters its decision.

11 COURT FINDS that NRCP 59(e) states that a motion to alter or amend a judgment must be
12 filed no later than 28 days after service of written notice of entry of judgment.

13 COURT FINDS that NRCP 59(e) states that the 28-day time periods specified in this rule
14 cannot be extended under Rule 6(b).

15
16 COURT FINDS that here, the Notice of Entry of the Judgment in question, the Findings of
17 Fact, Conclusions of Law and Order granting summary judgment for Defendants Chersus Holdings,
18 LLC and Southern Terrace Homeowners Association, was entered on May 6, 2019.

19 COURT FINDS that Plaintiff's Motion to Alter or Amend Judgment was filed on June 11,
20 2019, 36 days after the Judgment was entered.

21 //

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1 THEREFORE, Plaintiff's Motion is DENIED.

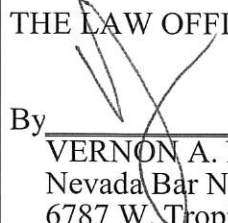
2 DATED this 29 day of October, 2019.

3
4 
5 DISTRICT COURT JUDGE

6 Respectfully submitted,

7 DATED this 28th day of October, 2019

8 THE LAW OFFICE OF VERNON NELSON

9
10 By  _____
11 VERNON A. NELSON, JR., ESQ.
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A-14-696357-C

IN THE SUPREME COURT OF THE STATE OF NEVADA

OCWEN LOAN SERVICING, LLC, A
FOREIGN LIMITED LIABILITY
COMPANY,

Appellant,

vs.

CHERSUS HOLDINGS, LLC, A
DOMESTIC LIMITED LIABILITY
COMPANY; AND SOUTHERN
TERRACE HOMEOWNERS
ASSOCIATION, A DOMESTIC
NON-PROFIT CORPORATION,

Respondents.

Supreme Court Case No. 82680

District Case No.: A696357

APPELLANT'S APPENDIX - VOLUME XVIII

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DOCUMENT	VOL	PAGE
Affidavit of Service	I	AA0175
Affidavit of Service	I	AA0176
Affidavit of Service	I	AA0177
Affidavit of Service	I	AA0178
Amended Affidavit of Service	I	AA0200
Amended Certificate of Service	I	AA0013
Answer and Counter-Claim	I	AA0005- AA0012
Answer to Counterclaim	I	AA0014- AA0020
Answer to Counterclaim	I	AA0168- AA0174
Answer to First Amended Complaint and Counter-Claim Against Plaintiff	I	AA0156- AA0167
Answer to Second Amended Complaint and Counterclaim Against Plaintiff	III	AA0338- AA0349
Chersus Holdings, LLC Reply to Ocwen's Opposition to Chersus Holdings, LLC Motion for Summary Judgment	XIII	AA2642- AA2666
Chersus Holdings, LLC's Reply to Ocwen Loan Servicing, LLC's Opposition to Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVIII	AA3422- AA3431
Complaint	I	AA0001- AA0004
Declaration of Jagdish Mehta in Support of Chersus's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVII	AA3329- AA3330
Declaration of Jagdish Mehta in Support of Chersus's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to	XVII	AA3331- AA3333

DOCUMENT	VOL	PAGE
Chersus Holdings LLC and (3) Orders for Specific Performance.		
Declaration of Vernon Nelson in Support of Chersus's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVII	AA3334-AA3338
Defendant Chersus Holdings Errata to Motion for Summary Judgment (Part 1)	VI	AA0888-AA1108
Defendant Chersus Holdings Errata to Motion for Summary Judgment (Part 2)	VII	AA1109-AA1264
Defendant Chersus Holdings, Motion for Summary Judgment	V	AA0859-AA0887
Defendant/Counterclaimant, Chersus Holdings, LLC's Opposition to Plaintiff, Ocwen Loan Servicing, LLC's Motion for Summary Judgment (Part 1)	XII	AA2338-AA2465
Defendant/Counterclaimant, Chersus Holdings, LLC's Opposition to Plaintiff, Ocwen Loan Servicing, LLC's Motion for Summary Judgment (Part 2)	XIII	AA2466-AA2604
Docket	XVIII	AA3566-AA3574
Exhibits to Errata to Motion for Summary Judgment (Part 1)	VII	AA1265-AA1314
Exhibits to Errata to Motion for Summary Judgment (Part 2)	VIII	AA1315-AA1517
Exhibits to Errata to Motion for Summary Judgment (Part 3)	IX	AA1518-AA1756
Exhibits to Errata to Motion for Summary Judgment (Part 4)	X	AA1757-AA1990
Exhibits to Errata to Motion for Summary Judgment (Part 5)	XI	AA1991-AA2228
Exhibits to Errata to Motion for Summary Judgment (Part 6)	XII	AA2229-AA2302
Findings of Fact, Conclusions of Law and Order	XIV	AA2740-AA2780

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Memorandum of Costs and Disbursements	XV	AA3040-AA3052
Memorandum of Costs and Disbursements	XVII	AA3339-AA3351
Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance. (Part 1)	XV	AA3053-AA3152
Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance. (Part 2)	XVI	AA3153-AA3328
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Notice of Appeal	XVIII	AA3498-AA3499
Notice of Entry of Order	XIV	AA2781-AA2825
Notice of Entry of Order	XVIII	AA3447-AA3451
Notice of Entry of Order Denying Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P. 59 and 60	XVIII	AA3454-AA3458
Notice of Entry of Order Granting Judgment in Favor of Counterclaimant Chersus Holdings, LLC.	XVIII	AA3486-AA3497
Ocwen Loan Servicing, LLC's Motion for Reconsideration of the Court's October 30, 2019 Order Pursuant to NRCP 59 and 60	XVIII	AA3432-AA3439
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Ocwen Loan Servicing, LLC's Opposition to Chersus Holdings, LLC's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVII	AA3360-AA3418
Ocwen Loan Servicing, LLC's Opposition to Defendant Chersus Holdings' Motion for Summary Judgment	XII	AA2303-AA2316
Ocwen Loan Servicing, LLC's Opposition to Southern Terrace Homeowners Association's Motion for Summary Judgment	XIII	AA2605-AA2641
Ocwen Loan Servicing, LLC's Reply in Support of Motion for Summary Judgment	XIII	AA2667-AA2676
Ocwen Loan Servicing, LLC's Reply in Support of Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P 59 and 60	XV	AA2949-AA3025
Ocwen Loan Servicing, LLC's Request for Judicial Notice in Support of Motion for Summary Judgment	V	AA0716-AA0858
Opposition to Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P 59 and 60 (Part 1)	XIV	AA2838-AA2915
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Stipulation and Order to Dismiss Defendant, United Legal Services Inc. Without Prejudice	III	AA0335-AA0337
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Transcript of Proceedings	XVIII	AA3461-AA3477
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United Legal Services Inc.'s Answer to Amended Complaint	I	AA0179-AA0185

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DATE	DOCUMENT	VOL	PAGE
11/17/19	Chersus Holdings, LLC's Reply to Ocwen Loan Servicing, LLC's Opposition to Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC and (3) Orders for Specific Performance.	XVIII	AA3422-AA3431
11/18/19	Ocwen Loan Servicing, LLC's Motion for Reconsideration of the Court's October 30, 2019 Order Pursuant to NRCP 59 and 60	XVIII	AA3432-AA3439
12/30/19	Second Declaration of Jagish Mehta	XVIII	AA3440-AA3443
01/27/20	Order Granting Ocwen Loan Servicing, LLC's Motion for Reconsideration of the Court's October 30, 2019 Order Pursuant to NRCP 59 and 60	XVIII	AA3444-AA3446
02/03/20	Notice of Entry of Order	XVIII	AA3447-AA3451
02/20/20	Order Denying Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P. 59 and 60	XVIII	AA3452-AA3453
02/20/20	Notice of Entry of Order Denying Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P. 59 and 60	XVIII	AA3454-AA3458
03/06/20	Notice of Appeal	XVIII	AA3459-AA3460
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DATE	DOCUMENT	VOL	PAGE
03/22/21	Order Granting Judgment in Favor of Counterclaimant Chersus Holdings, LLC.	XVIII	AA3478-AA3485
03/22/21	Notice of Entry of Order Granting Judgment in Favor of Counterclaimant Chersus Holdings, LLC.	XVIII	AA3486-AA3497
03/23/21	Notice of Appeal	XVIII	AA3498-AA3499
05/03/21	Transcript of Proceedings	XVIII	AA3500-AA3565
	Docket	XVIII	AA3566-AA3574

DATED this 21st day of January, 2022.

WRIGHT, FINLAY & ZAK, LLP

/s/ Christina V. Miller

Christina V. Miller, Esq.

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7785 W. Sahara Ave., Suite 200

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Attorneys for Appellant/Plaintiff, Ocwen Loan Servicing, LLC

CERTIFICATE OF SERVICE

I certify that I electronically filed on the 21st day of January, 2022, the foregoing **APPELLANT'S APPENDIX - VOLUME XVIII** with the Clerk of the Court for the Nevada Supreme Court by using the CM/ECF system. I further certify that all parties of record to this appeal either are registered with the CM/ECF or have consented to electronic service.

[X] (By Electronic Service) Pursuant to CM/ECF System, registration as a CM/ECF user constitutes consent to electronic service through the Court's transmission facilities. The Court's CM/ECF systems sends an e-mail notification of the filing to the parties and counsel of record listed above who are registered with the Court's CM/ECF system.

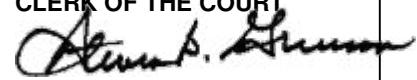
Service via electronic notification will be sent to the following:

Michelle Adams	michellea@nelsonlawfirmnv.com
Legal Assistant	legalassistant@nelsonlawfirmnv.com
Master Calendering	mail@nelsonlawfirmnv.com
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Ashlie Surur	ashlie@sururlaw.com

[X] (Nevada) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

/s/ Tonya Sessions

An Employee of WRIGHT, FINLAY & ZAK, LLP



1 **REPLY**

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10 Attorneys for Defendant Chersus Holding, LLC

11 DISTRICT COURT

12 COUNTY OF CLARK, STATE OF NEVADA

13 OCWEN LOAN SERVICING, LLC, a foreign
14 Limited Liability Company,
15 Plaintiff,

Case No.: A-14-696357-C
Dept No.: IV

16 v.

17 CHERSUS HOLDINGS, LLC, a Domestic
18 Limited Liability Company; First 100, LLC, a
19 Domestic Limited Liability Company;
20 SOUTHERN TERRACE HOMEOWNERS
21 ASSOCIATION, a Domestic Non-Profit
22 Corporation; RED ROCK FINANCIAL
23 SERVICES, LLC, A Foreign Limited Liability
24 Company; UNITED LEGAL SERVICES,
25 INC., a Domestic Corporation; DOES I
26 through X; and ROE CORPORATIONS XI
27 through XX, inclusive

Defendant,

28 CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,
Counterclaimant

**CHERSUS HOLDINGS, LLC'S REPLY
TO OCWEN LOAN SERVICING, LLC'S
OPPOSITION TO MOTION FOR: (1)
JUDGMENT OR PROVE-UP HEARING
FOR COMPENSATORY, STATUTORY,
AND PUNITIVE DAMAGES; (2) ORDER
AWARDING ATTORNEY'S FEES TO
CHERSUS HOLDINGS LLC; AND (3)
ORDERS FOR SPECIFIC
PERFORMANCE.**

COMES NOW, Defendant/Counterclaimant, CHERSUS HOLDINGS, LLC, (hereinafter
"Chersus"), by and through its attorney of record, The Law Office Vernon Nelson ("LOVN"), and
submits its REPLY TO OCWEN LOAN SERVICING, LLC'S ("Ocwen") OPPOSITION TO
MOTION FOR: (1) JUDGMENT OR PROVE-UP HEARING FOR COMPENSATORY,
STATUTORY, OR PUNITIVE DAMAGES; (2) ORDER AWARDING ATTORNEY'S FEES TO
CHERSUS HOLDINGS LLC; AND (3) ORDERS FOR SPECIFIC PERFORMANCE (the "Reply").

1 The Reply is based on the attached Memorandum of Law, all papers and pleadings on file, all
2 judicially noticed facts, and any oral or other evidence that may be submitted at hearing on this matter.

3 **I. STATEMENT OF RELEVANT FACTS AND PROCEDURAL HISTORY**

4 For brevity, Chersus incorporates the Statement of Relevant Facts and Procedural History set
5 forth in the opening "Damages Motion" as though they were set forth herein in full. In the Damages
6 Motion, Chersus seeks to recover damages as of September 30, 2019; which are computed as follows:

8 Trebled Amount of Actual Damages:	\$379,498.14
9 Attorney's Fees:	\$ 47,213.50
Costs	\$ 5,359.60

10 **Total Damages, Attorney's Fees, and Costs: \$432,071.24**

11 As is evidenced in the factual and legal arguments below, Ocwen is attempting to "re-write
12 history." In so doing it attempts to "brush away" the fact that it wrongfully foreclosed on Chersus's
13 Property; even after First 100, LLC warned Ocwen that the First Deed of Trust had been extinguished.
14 As is discussed in the Motion for Damages, and the arguments below, Ocwen is no "babe in the
15 woods" who made an innocent mistake. Ocwen knows it should have filed its action to Quiet Title
16 before it wrongfully took possession of Chersus's Property. Now, Ocwen must compensate Chersus
17 for the damages it suffered as a result of Ocwen's wrongful acts.

18 First it is important to point out that on page 2 of its Opposition, Ocwen argues that Chersus
19 alleges that First 100, LLC ("First 100") purchased the real property at issue (the "Property") by being
20 the highest bidder at a homeowners' association non-judicial foreclosure sale, and subsequently
21 transferred it to Chersus. Ocwen fails to recognize this is not an allegation, it is fact that has been
22 determined by the Court. Similarly, Ocwen argues that Chersus alleges that the first Deed of Trust was
23 extinguished by the "HOA Sale" and that it holds title to the Property free and clear. Again, this is no
24 longer an allegation, it is a fact that has been determined by the Court. These important *facts* support
25 the amount of damages that Chersus may recover.

1 In its Opposition, Ocwen offers a purported “Introduction” that reads like a “Statement of
2 Facts.” However, none of the factual allegations contained in the “Introduction” are supported by a
3 Declaration or any other sort of admissible evidence. The entire “Introduction” contains unsupported
4 factual claims and legal arguments that are not admissible to discredit the uncontroverted *admissible*
5 *evidence* that Chersus produced to support its Motion for Damages.
6

7 For example, Ocwen repeatedly argues that “Chersus's requests are unreasonable and
8 excessive, and do not reflect the unsettled and constantly changing law regarding HOA foreclosure
9 sales....” Ocwen goes on make the unsupported argument that that this matter does not involve any
10 action by Ocwen that was fraudulent, willfully oppressive, or was undertaken with conscious
11 disregard to Chersus 's rights.
12

13 Ocwen’s arguments are contrary to the admissible evidence in this case and the Court’s factual
14 findings. As is mentioned in the opening Motion for Damages, the Court specifically found that
15 GMAC Mortgage, LLC and Ocwen had notice of the HOA Sale, they were provided with an
16 Accounting Ledger, and they could have calculated the amount of the superpriority lien. See FFCL at
17 ¶ 44. The evidence showing that GMAC Mortgage, LLC and Ocwen had notice of the HOA Sale was
18 clear and convincing and undisputed. See e.g. FFCL at ¶ 44. The Court concluded GMAC Mortgage,
19 LLC and Ocwen were aware of the HOA Sale and their failure to exercise remedies at law precluded
20 the granting of equitable relief. Id. at ¶ 87. The Court concluded “Plaintiff’s taking possession of the
21 Property was clearly wrongful.” Id. at ¶ 110.
22

23 It is also important to note that Cooper Castle Law Firm represented GMAC Mortgage, LLC
24 and Ocwen in connection with the foreclosure. In fact, Cooper Castle filed the original complaint in
25 this action on behalf of Ocwen. *In its first supplement to its Rule 16.1 disclosures, Ocwen produced*
26 *a letter showing dated November 27, 2013, wherein First 100 advised Cooper Castle that the First*
27 *Deed of Trust had been extinguished and that any efforts to foreclose on the First Deed of Trust*
28

1 would constitute wrongful foreclosure. See “First 100 Letter to Ocwen” attached as Exhibit “5.”

2 Despite First 100’s letter, Cooper Castle proceeded to wrongfully foreclose on the First Deed of Trust
3 and Ocwen wrongfully took possession of the Property. Ocwen also produced evidence that it
4 wrongfully filed documents with, and communicated to the Clark County Assessor that it owned the
5 Property. See RSD Appraisal at pp. WFZ0013-14. Given the foregoing, Ocwen’s claims that was
6 some sort of “innocent party” are incredulous. To the contrary, Chersus has presented clear and
7 convincing evidence that Ocwen acted with malice and oppression and it completely ignored Chersus’
8 rights with respect to the Property. Thus, Chersus submits it is entitled to recover punitive or treble
9 damages from Ocwen.
10

11 Ocwen also argues that any award of lost rents should reflect the significant rents already
12 received by Chersus, in an amount exceeding \$32,000. Again, however, Ocwen does not offer a shred
13 of evidence that shows Chersus received any rent after Ocwen wrongfully foreclosed on the Property
14 on December 20, 2013. Chersus’s claim for lost rental damages is calculated from January 2014. See
15 *Opening Damages Motion at pp. 3-4*. Chersus did not receive any rental income after Ocwen
16 foreclosed on the home. See *Declaration of Jag Mehta*. Thus, Ocwen’s claim that Chersus received
17 \$32,000.00 in rental income after December 20, 2013 is rant speculation and pure hogwash.
18

19 Ocwen also argues that Chersus should not be entitled to recover any amount for the costs of
20 improvements it made because it is getting the Property back. This argument is pure conjecture and
21 “wishful thinking.” Common sense dictates that improvements made in 2013 are not worth as much
22 today as they were in 2013 and that they are essentially worthless in 2019. One thing is certain;
23 Ocwen has failed to show that these improvements have any remaining value. Further, the measure of
24 damages for conversion is the full value of the personal property at the time of the conversion.
25 *Winchell v. Schiff*, 124 Nev. 938, 944 (2008). Thus, Ocwen’s argument that Chersus is not entitled to
26 conversion damages because it is getting the improvements back is without merit.
27
28

1 Ironically, Ocwen also argues *Chersus* has provided no real evidence that these improvements
2 were ever done. To the contrary, Mr. Mehta testified as his deposition, and in his Declaration that he
3 spent approximately \$35,000 to \$40,000 in 2013 on specific improvements to the Property. Further,
4 Chersus has provided reasonable estimates of the costs of the improvements identified by Mr. Mehta.
5 Contrary to Ocwen's arguments, the evidence produced by Chersus is "real admissible evidence." In
6 this regard, it is important to remember that it is elementary that "general damages" such as Chersus's
7 damages for conversion need only be supported by substantial evidence. *Gerlach Live Stock Co. v.*
8 *Laxalt*, 52 Nev. 191 (1930). Chersus has produced substantial evidence that is uncontroverted and is
9 consistent with its claims. Thus, Ocwen's arguments to the contrary are without merit.
10

11 Along the same lines, Ocwen's argument that unjust enrichment damages are duplicative fails
12 to recognize that Chersus has argued that unjust enrichment damages should be awarded, in the
13 alternative. Chersus's motion clearly states it is not seeking duplicative damages. Moreover, Ocwen's
14 contention that it has not retained rents or the alleged improvements is not supported by a Declaration
15 or other admissible evidence.
16

17 Ocwen also argues that Chersus is not entitled to trebled damages based on its self-serving
18 statement that Chersus's damages are not nominal. Chersus contends that \$123,530.00 for loss of its
19 Property for six years is akin to nominal. Moreover, as is argued below, whether the amount is
20 nominal is irrelevant.
21

22 Finally, Ocwen's contention that this matter is not a wrongful foreclosure action and is merely
23 a quiet title action that does not support the award of attorney's fees is contrary to the Court's
24 Findings of Fact and Conclusions of Law. Accordingly, this argument must be rejected.
25
26
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1 **II. LEGAL ARGUMENT**

2 **A. OCWEN’S ARGUMENT THAT ANY AWARD OF DAMAGES SHOULD**
3 **REFLECT THE ONGOING, EVER-CHANGING STATUS OF THE LAW IN**
4 **REGARD TO HOA LIEN CASES IS WITHOUT MERIT AND IS INCONSISTENT**
5 **WITH THE COURT’S FINDING THAT OCWEN’S TAKING POSSESSION OF THE**
6 **HOUSE WAS WRONGFUL.**

7 As is discussed above, the Court specifically found that GMAC Mortgage, LLC and Ocwen
8 had notice of the HOA Sale, they were provided with an Accounting Ledger, and they could have
9 calculated the amount of the superpriority lien. See FFCL at ¶ 44. The evidence showing that GMAC
10 Mortgage, LLC and Ocwen had notice of the HOA Sale was clear and convincing and undisputed. See
11 e.g. FFCL at ¶ 44. The Court concluded GMAC Mortgage, LLC and Ocwen were aware of the HOA
12 Sale and their failure to exercise remedies at law precluded the granting of equitable relief. Id. at ¶ 87.
13 The Court concluded “Plaintiff’s taking possession of the Property was clearly wrongful.” Id. at ¶ 110.

14 It is also important to note that Cooper Castle Law Firm represented GMAC Mortgage, LLC
15 and Ocwen in connection with the foreclosure. In fact, Cooper Castle filed the original complaint in
16 this action on behalf of Ocwen. *In its first supplement to its Rule 16.1 disclosures, Ocwen produced*
17 *a letter showing dated November 27, 2013, wherein First 100 advised Cooper Castle that the First*
18 *Deed of Trust had been extinguished and that any efforts to foreclose on the First Deed of Trust*
19 *would constitute wrongful foreclosure. See “First 100 Letter to Ocwen” attached as Exhibit “5.”*

20 Despite First 100’s letter, Cooper Castle proceeded to wrongfully foreclose on the First Deed of Trust
21 and Ocwen wrongfully took possession of the Property. *Ocwen also produced evidence that it*
22 *wrongfully filed documents with, and communicated to the Clark County Assessor that it owned the*
23 *Property. See RSD Appraisal at pp. WFZ0013-14.* Given the foregoing, Ocwen’s claims that was
24 some sort of “innocent party” are incredulous. To the contrary, Chersus has presented clear and
25 convincing evidence that Ocwen acted with malice and oppression and it completely ignored Chersus’
26
27
28

1 rights with respect to the Property. Thus, Chersus submits it is entitled to recover punitive or treble
2 damages from Ocwen.

3 **B. OCWEN'S ARGUMENT THAT CHERSUS'S CLAIM FOR LOST RENTAL INCOME**
4 **SHOULD BE OFFSET BY RENT PREVIOUSLY RECEIVED IS WITHOUT MERIT.**

5 As is discussed above, Ocwen has offered no evidence that Chersus received \$32,000.00 in
6 rent after Ocwen wrongfully foreclosed on the Property in December of 2013. In addition, Ocwen's
7 arguments about the Declaration of Mr. Zimmer ring hollow. Importantly, the base rent for 2014 is
8 based on the amount stated by Ocwen's expert. Contrary to Ocwen's assertion, Mr. Zimmer is not
9 offering an expert opinion. He has simply produced and authenticated an MLS Report and offered his
10 lay opinion about the what the values reflect. The Court is certainly capable of analyzing the MLS
11 Report and reaching its own conclusions about the reasonable rental value of the Property.
12

13 **C. CHERSUS'S ALLEGED TORT DAMAGES FOR CONVERSION ARE**
14 **SUPPORTED BY EVIDENCE.**

15 As is discussed above, Chersus's tort damages are support by the testimony of Jag Mehta and
16 reasonable estimates of the costs of the improvements identified by Mr. Mehta. Ocwen's argument to
17 the contrary is without merit.

18 **D. CHERSUS IS ENTITLED TO DAMAGES FOR UNJUST ENRICHMENT AS AN**
19 **ALTERNATIVE MEASUREMENT OF DAMAGES BASED ON UPON THE**
20 **COURT'S DISCRETION; AND CHERSUS HAS MADE IT CLEAR IT IS NOT**
21 **SEEKING TO RECOVER DUPLICATIVE DAMAGES.**

22 As is discussed above, Ocwen's argument fails to recognize that Chersus has argued that
23 unjust enrichment damages should be awarded, in the alternative. Chersus's motion clearly states it is
24 not seeking duplicative damages. Moreover, Ocwen's contention that it has not retained rents or the
25 alleged improvements is not supported by a Declaration or other admissible evidence.
26
27
28

1 **E. CHERSUS IS ENTITLED TO TREBLE DAMAGES UNDER NRS 40.230**
2 **OR PUNITIVE DAMAGES.**

3 Ocwen argues that Chersus is not entitled to treble damages pursuant to NRS 40.230 because
4 its alleged damages are not nominal. Ocwen wrongfully accuses Chersus of misleading the Court by
5 failing to mention that such damages are often nominal or difficult to assess. Chersus has done no
6 such thing. In its Opening Motion for Damages Chersus clearly stated that NRS 41.170 has since been
7 repealed and replaced by NRS 40.230. NRS 40.220 provides entry upon real property must be made in
8 peaceable manner. NRS 40.230 defines a “forcible entry” as an entry that is peaceable; but which
9 continues after the owner is deprived of access or occupancy by changing a lock. This section further
10 provides if an owner recovers damages for a forcible entry, judgment may be entered for three times at
11 which actual damages are assessed. There is no mention in this section that damages must be nominal
12 in order to be trebled. This section states that actual damages include damages to real property and
13 personal property.
14

15 Chersus submits that its claims for wrongful foreclosure and trespass constitute a claim for
16 “forcible entry.” Thus, Chersus is entitled to recover three times its actual damages. Chersus actual
17 damages include the damages to real property and the damages to personal property as set forth in its
18 Opening Motion for Damages. As is explained in Chersus’s Opening Motion for Damages, Chersus
19 submits that its measurable actual damages do not fully remedy the full extent of Chersus’s damages
20 because Chersus suffered other foreseeable consequential damages. Thus, Chersus is entitled to treble
21 damages under NRS 40.230 and Ocwen’s arguments to the contrary are contrived and without merit.
22

23 **F. CHERSUS IS ENTITLED TO RECOVER ATTORNEY’S FEES AND COSTS.**

24 As is discussed above, Chersus is entitled to recover attorney’s fees for its wrongful
25 foreclosure claim. It is also entitled to recover attorney’s fees under NRS 18.010(b), NRCP 68 and the
26 Court’s Inherent Power. Ocwen’s argument that this case was really a quiet title claim is without merit
27 and it contradicts the express findings of the Court. Thus, Ocwen’s arguments are without merit.
28

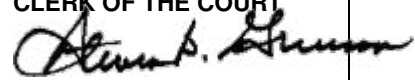
1 In addition, as is set forth in its Opening Motion for Damages,
2 NRS 18.020(5) allows for a prevailing party to recover its costs in an action involving the
3 title or boundaries of real estate, stating that costs must be allowed of course to the prevailing party
4 against any adverse party against whom judgment is rendered, including:

5 5. In an action which involves the title or boundaries of real estate, or the legality of
6 any tax, impost, assessment, toll or municipal fine, including the costs accrued in
the action if originally commenced in a Justice Court.

7 Because this case involves a dispute as to whether Plaintiff held title to the subject real
8 property free and clear of Ocwen's deed of trust, and because Chersus prevailed against Ocwen
9 in this matter, appropriate costs must be awarded to Chersus.

10 NRS 18.005 outlines the costs that can be recovered by a prevailing party:

- 11 1. Clerks' fees.
- 12 2. Reporters' fees for depositions, including a reporter's fee for one
13 copy of each deposition.
- 14 3. Jurors' fees and expenses, together with reasonable compensation of
an officer appointed to act in accordance with NRS 16.120.
- 15 4. Fees for witnesses at trial, pretrial hearings and deposing witnesses, unless
16 the court finds that the witness was called at the instance of the prevailing
party without reason or necessity.
- 17 5. Reasonable fees of not more than five expert witnesses in an amount of not
18 more than \$1,500 for each witness, unless the court allows a larger fee after
determining that the circumstances surrounding the expert's testimony were of
19 such necessity as to require the larger fee.
- 20 6. Reasonable fees of necessary interpreters.
- 21 7. The fee of any sheriff or licensed process server for the delivery or service
of any summons or subpoena used in the action, unless the court
22 determines that the service was not necessary.
- 23 8. Compensation for the official reporter or reporter pro tempore.
- 24 9. Reasonable costs for any bond or undertaking required as part of the action.
- 25 10. Fees of a court bailiff or deputy marshal who was required to work overtime,
- 26 11. Reasonable costs for telecopies.
- 27 12. Reasonable costs for photocopies.
- 28 13. Reasonable costs for long distance telephone calls.
14. Reasonable costs for postage.



MRCN

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Attorneys for Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Plaintiff,

vs.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; FIRST 100, LLC,
a Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, a Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive,

Defendants.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

vs.

OCWEN LOAN SERVICING, LLC, a Foreign
Limited Liability Company,

Counter-Defendants.

Case No.: A-14-696357-C

Dept. No.: IV

**OCWEN LOAN SERVICING, LLC'S
MOTION FOR RECONSIDERATION
OF THE COURT'S OCTOBER 30, 2019
ORDER PURSUANT TO NRCP 59 AND
60**

[Hearing Requested]

COMES NOW Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC (hereinafter “Ocwen”), by and through its attorneys of record, Dana Jonathon Nitz, Esq. and Paterno C. Jurani, Esq., of the law firm of Wright, Finlay & Zak, LLP, and hereby submits its Motion for Reconsideration of the Court’s October 30, 2019 Order Pursuant to NRCP 59 and 60 (“Motion”).

This Motion is based upon EDCR 2.24, NRCP 60(b), NRCP 59(e), the attached Memorandum of Points and Authorities, the papers and pleadings on file herein, and on any oral or documentary evidence that may be submitted at a hearing on the matter.

DATED this 18th day of November, 2019.

WRIGHT, FINLAY & ZAK, LLP

/s/ Paterno C. Jurani, Esq.

Dana Jonathon Nitz, Esq.

Nevada Bar No. 0050

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7785 W. Sahara Ave., Suite 200

Las Vegas, Nevada 89117

*Attorneys for Plaintiff/Counter-Defendant, Ocwen
Loan Servicing, LLC*

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This Court denied Ocwen’s Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P. 59 and 60, filed on June 11, 2019 (“Ocwen’s Prior Motion”), finding that, “NRCP 59(e) states that the 28-day time periods specified in this rule cannot be extended under Rule 6(b).” However, Ocwen did not argue NRCP 6(b), as no excusable neglect is alleged by Ocwen under Rules 6(b) or 60(b). Instead, this Court overlooked a material, dispositive, procedural fact: Chersus Holdings, LLC (“Chersus”) simply did not serve the Notice of Entry of Order until May 14, 2019, and the Court’s ruling was based on Chersus’s misrepresentation of its date of service of notice of entry of the prior order. Had

1 the court not overlooked this material fact, Ocwen's Prior Motion for reconsideration was
2 timely and should have been granted.

3 Further, the Court's Minute Order does not address the questions of fact and law of
4 proper service of the Notice of Entry or Order. This motion is thus necessary to correct manifest
5 errors of law or fact upon which the judgment is based and to prevent manifest injustice. For
6 example, although Chersus should have been able to look at the court's system and obtain a
7 screenshot that service was proper, it did not. Nor did Chersus explain why, if service was
8 proper, it served it a second time.

9 The Court did not rule on what was the actual operative date from which the deadline
10 pursuant to NRCP 59(e) began to run, or whether the date on the Proof of Service was used
11 even in the face of proof that it was not actually served on that date. Consequently, Ocwen
12 respectfully requests that this Court reconsider its October 30, 2019 Order Denying Plaintiff's
13 Motion for Reconsideration to correct manifest errors of law or fact and to prevent manifest
14 injustice.

15 **II. FACTS AND PROCEDURAL HISTORY**

16 On May 6, 2019, Chersus filed the Findings of Fact, Conclusions of Law and Order in
17 this matter. On May 7, 2019, Chersus filed the Notice of Entry of Order. However, the Notice
18 of Entry of Order was not served to Ocwen on that date. It was not actually served until May 14.

19 On May 13, 2019, having received the Order and anticipating the filing of a motion for
20 reconsideration, counsel for Ocwen reviewed the docket and discovered that a Notice of Entry
21 of Order had been *filed* on May 7, 2019.¹ As a result, counsel searched his email for service of
22 the Notice of Entry of Order, but found none. *Id.* Additionally, counsel requested that his
23 firm's support staff determine whether they had been served with the Notice of Entry of Order.
24 *Id.* No evidence of service was found. *Id.*

25 On May 14, 2019, counsel for Ocwen called Chersus's counsel regarding the Notice of
26 Entry of Order and spoke to support staff, believed to be Jennifer Martinez. *Id.* Ms. Martinez
27 advised that she was having issues with her computer, and that she would look into the issue.

28 ¹ See Declaration of Paterno C. Jurani, Esq., attached to Ocwen's Prior Reply as **Exhibit 23**.

1 *Id.* Counsel immediately followed up with an email to Chersus’s counsel.² Counsel received no
2 further response from Chersus’s counsel or support staff.³ Later that day, the operative Notice
3 of Entry of Order was served.⁴ Notably, the notice is stamped at the top,
4 “ELECTRONICALLY SERVED 5/14/2019 11:56 AM,” while the prior Notice of Entry of
5 Order contains no such date and time stamp. *Id.*

6 **III. LEGAL STANDARD UPON RECONSIDERATION**

7 Pursuant to EDCR 2.24(b), a motion for reconsideration of a ruling, other than one
8 based on NRCP 50(b), 52(b), 59 or 60, must be filed “within 10 days after service of written
9 notice of the order or judgment unless the time is shortened or enlarged by order.” Pursuant to
10 NRCP 59(e), the Court should grant relief where “(1) **the motion is necessary to correct**
11 **manifest errors of law or fact upon which the judgment is based**; (2) the moving party
12 presents newly discovered or previously unavailable evidence; (3) **the motion is necessary to**
13 **prevent manifest injustice**; or (4) there is an intervening change in controlling law.” *See*
14 *Turner v. Burlington Northern Santa Fe R.R. Co.*, 338 F.3d 1058, 1063 (9th Cir.
15 2003)(emphasis added);⁵ *see also AA Primo Builders, LLC v. Washington*, 126 Nev. 578, 245
16 P.3d 1190 (“Among the “basic grounds” for a Rule 59(e) motion are “correct[ing] manifest
17 errors of law or fact,” “newly discovery or previously unavailable evidence,” the need “to
18 prevent manifest injustice,” or “change in controlling law.” (emphasis added) (citing *Coury v.*
19 *Robison*, 115 Nev. 84, 124-127, 976 P.2d 518)); *see also Kona Enters., Inc. v. Estate of Bishop*,
20 229 F.3d 877, 890 (9th Cir.2000). “**There may also be other, highly unusual, circumstances**
21 **warranting reconsideration.**” *School Dist. No 1J, Multnomah Cnty., Or. v. ACandS, Inc.*, 5
22 F.3d 1255, 1263 (9th Cir.1993) (emphasis added). A district court may consider a motion for

23
24 ² *See* Email, Dated May 14, 2019, 8:15 AM, attached to Declaration of Paterno C. Jurani, Esq.,
attached to Ocwen’s Prior Reply as **Exhibit 23**.

25 ³ *See* Declaration of Paterno C. Jurani, Esq., attached to Ocwen’s Prior Reply as **Exhibit 23**.

26 ⁴ *See* Notice of Entry of Order, May 14, 2019, attached to Ocwen’s Prior Reply as **Exhibit 24**.

27 ⁵ “The Nevada Supreme Court considers federal law interpreting the Federal Rules of Civil
28 Procedure, ‘because the Nevada Rules of Civil Procedure are based in large part upon their
federal counterparts.’” *Barbara Ann Hollier Trust v. Shack*, 356 P.3d 1085, 1089 (Nev. Aug. 6,
2015) (quoting *Executive Management, Ltd. v. Ticor Title Ins. Co.*, 118 Nev. 46, 53, 38 P.3d
782, 786 (2002)).

1 reconsideration under NRCP 60 even if untimely under NRCP 59(e). *Adams v. Quilici*, 126
2 Nev. 688, 367 P.3d 743 (2010) (unpub.).

3 **IV. LEGAL ARGUMENT**

4 **A. THIS COURT SHOULD NOT HAVE DENIED OCWEN’S MOTION FOR**
5 **RECONSIDERATION BASED ON NRCP 6(b) AS NO EXCUSABLE NEGLECT**
6 **IS ALLEGED BY OCWEN AND CHERSUS SIMPLY DID NOT SERVE THE**
7 **NOTICE OF ENTRY OF ORDER UNTIL MAY 14, 2019.**

8 Here, this Court denied Ocwen’s Prior Motion, finding that, “NRCP 59(e) states that the
9 28-day time periods specified in this rule cannot be extended under Rule 6(b).”⁶ However, in its
10 Prior Motion Ocwen did not argue for an extension under NRCP 6(b), as no excusable neglect
11 is alleged by Ocwen. Instead it simply argued that the Motion was timely because Chersus
12 simply did not serve the Notice of Entry of Order initially. The Notice of Entry of Order was
13 not served until May 14, 2019.

14 As explained in Ocwen’s Reply in Support of its Prior Motion (“Ocwen’s Prior Reply”),
15 at pp. 3-4, which Ocwen incorporates herein by reference, Chersus’s Notice of Entry of Order
16 was filed on May 7, 2019. Counsel for Ocwen only learned of the Notice of Entry of Order by
17 checking the docket on May 13, 2019.⁷ As a result, counsel searched his email for service of
18 the Notice of Entry of Order, but found none. *Id.* Additionally, counsel requested that his
19 firm’s support staff determine whether they had been served with the Notice of Entry of Order.
20 *Id.* No evidence of service was found. *Id.*

21 On May 14, 2019, counsel for Ocwen called Chersus’s counsel regarding the Notice of
22 Entry of Order and spoke to support staff, believed to be Jennifer Martinez. *Id.* Ms. Martinez
23 advised that she was having issues with her computer, and that she would look into the issue.
24 *Id.* Counsel immediately followed up with an email to Chersus’s counsel.⁸ Counsel received
25 no further response from Chersus’s counsel or support staff.⁹ Later that day, the Notice of Entry

26 ⁶ See Order Denying Plaintiff’s Motion for Reconsideration.

27 ⁷ See Declaration of Paterno C. Jurani, Esq., attached to Ocwen’s Prior Reply as **Exhibit 23**.

28 ⁸ See Email, Dated May 14, 2019, 8:15 AM, attached to Declaration of Paterno C. Jurani, Esq.,
attached to Ocwen’s Prior Reply as **Exhibit 23**.

⁹ See Declaration of Paterno C. Jurani, Esq., attached to Ocwen’s Prior Reply as **Exhibit 23**.

1 of Order was served.¹⁰ Notably, the notice is stamped at the top, “ELECTRONICALLY
2 SERVED 5/14/2019 11:56 AM,” while the prior Notice of Entry of Order contains no such date
3 and time stamp. *Id.* Ocwen’s Prior Motion was timely filed based on that date of service (May
4 14, 2019.

5 The Court’s Order denying Ocwen’s Prior Motion does not address the questions of fact
6 and law regarding proper service of the Notice of Entry of Order. As argued in Ocwen’s Prior
7 Reply, although Chersus should be able to look at the court’s system and obtain a screenshot
8 that service was proper, they did not. Further, Chersus does not explain why, if service was
9 proper, they served it a second time. Indeed, when Ocwen’s counsel contacted Chersus’s
10 counsel to inquire about the Notice of Entry of Order, Chersus’s counsel made no response
11 except to serve it on May 14, 2019. If service was proper on May 7th, Chersus’s counsel could
12 simply have advised Ocwen’s counsel of same, rather than taking the confusing action of
13 serving the Notice of Entry of Order a second time.

14 Here, the only evidence Chersus presented of the May 7, 2019 service date was the
15 Proof of Service, which is drafted as part of the document and provides no real evidence that the
16 Notice of Entry of Order was properly served on that date. The Proof of Service is clearly
17 contradicted by the second Notice of Entry, which states it was electronically served on May 14,
18 2019, at 11:56 a.m.¹¹

19 Furthermore, the Court’s Order incorrectly states that the purported date of service is
20 May 6, 2019.¹² In fact, the court’s docket indicates the Notice of Entry of Order was filed on
21 May 7, 2019.¹³ The Court’s Order does not rule on whether the May 6, 2019, May 7, 2019, or
22 May 14, 2019 date was the actual operative date from which the deadline pursuant to NRCP
23 59(e) began to run. Further, the Court’s Order does not rule on whether the date on the Notice
24 of Entry of Order’s Proof of Service was used even in the face of proof that it was not actually
25 served on that date. Consequently, Ocwen respectfully requests that this Court reconsider its

26
27 ¹⁰ See Notice of Entry of Order, May 14, 2019, attached to Ocwen’s Prior Reply as **Exhibit 24**.

28 ¹¹ See Notice of Entry of Order, May 14, 2019, attached to Ocwen’s Prior Reply as **Exhibit 24**.

¹² See Order Denying Plaintiff’s Motion for Reconsideration.

¹³ See Docket.

1 October 30, 2019 Order Denying Plaintiff's Motion for Reconsideration to correct manifest
2 errors of law or fact and to prevent manifest injustice.

3 V. CONCLUSION

4 This Court should not have denied Ocwen's Prior Motion based on NRCP 6(b), as
5 Ocwen did not argue NRCP 6(b). No excusable neglect is alleged by Ocwen, as Chersus simply
6 did not serve the Notice of Entry of Order until May 14, 2019. Thus, Ocwen's Prior Motion
7 was timely. As such, Ocwen respectfully requests that the instant Motion for Reconsideration
8 be granted in its entirety, and the Court hear Ocwen's Prior Motion for Reconsideration on its
9 merits.

10 DATED this 18th day of November, 2019.

11 WRIGHT, FINLAY & ZAK, LLP

12 /s/ Paterno C. Jurani, Esq.

13 Dana Jonathon Nitz, Esq.

14 Nevada Bar No. 0050

15 Paterno C. Jurani, Esq.

16 Nevada Bar No. 8136

17 7785 W. Sahara Ave., Suite 200

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20 *Loan Servicing, LLC*
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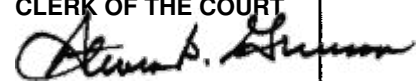
CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 18th day of November, 2019, I did cause a true copy of **OCWEN LOAN SERVICING, LLC'S MOTION FOR RECONSIDERATION OF THE COURT'S OCTOBER 30, 2019 ORDER PURSUANT TO NRCP 59 AND 60** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFCR 9, addressed as follows:

Michelle Adams	michellea@nelsonlawfirm.lv.com
Legal Assistant	legalassistant@nelsonlawfirm.lv.com
Master Calendering	mail@nelsonlawfirm.lv.com
Vernon A. Nelson	vnelson@nelsonlawfirm.lv.com
Robert E. Atkinson	Robert@nv-lawfirm.com
Alexandria Raleigh	ARaleigh@lawhjc.com
Ashlie Surur	Asurur@lawhjc.com
Brody Wight	bwight@kochscow.com
David R. Koch	dkoch@kochscow.com
Kristin Schuler-Hintz	dcnv@mccarthyholthus.com
Paralegal	bknotices@nv-lawfirm.com
Staff	aeshenbaugh@kochscow.com
Steven B. Scow	sscow@kochscow.com
Thomas N. Beckom	tbeckom@mccarthyholthus.com

/s/ Faith Harris

An Employee of WRIGHT, FINLAY & ZAK, LLP



1 DEC
2 VERNON A. NELSON, JR., ESQ.
3 Nevada Bar No.: 6434
4 THE LAW OFFICE OF VERNON NELSON
5 Attorney for Defendant Chersus Holdings, LLC
6 Tel.: 702-476-2500
7 Fax.: 702-476-2788
8 E-mail: vnelson@nelsonlawfirmllv.com
9 Attorney for Defendant Chersus Holdings, LLC

DISTRICT COURT

COUNTY OF CLARK, STATE OF NEVADA

10 OCWEN LOAN SERVICING, LLC, a foreign
11 Limited Liability Company,

Case No.: A-14-696357-C
Dept No.: IV

12 Plaintiff,

13 v.

14 CHERSUS HOLDINGS, LLC, a Domestic
15 Limited Liability Company; First 100, LLC, a
16 Domestic Limited Liability Company;
17 SOUTHERN TERRACE HOMEOWNERS
18 ASSOCIATION, a Domestic Non-Profit
19 Corporation; RED ROCK FINANCIAL
20 SERVICES, LLC, A Foreign Limited Liability
21 Company; UNITED LEGAL SERVICES,
22 INC., a Domestic Corporation; DOES I
23 through X; and ROE CORPORATIONS XI
24 through XX, inclusive

25 Defendant,

26 CHERSUS HOLDINGS, LLC, a Domestic
27 Limited Liability Company,

28 Counterclaimant

**SECOND DECLARATION OF JAGDISH
MEHTA**

I, Jagdish Mehta, hereby declare as follows:

1. I am the Managing Member of Chersus Holdings, LLC, the Counterclaimant in this action. I am familiar with the facts of this case and I make this Declaration based on my own personal knowledge.

2. I am providing this Declaration to correct and clarify some matters addressed in my original Declaration.

THE LAW OFFICE OF VERNON NELSON
ATTORNEY AT LAW

AA3440

1 3. After a diligent search, I was able to find a certain "Residential Lease Agreement"
2 between Chersus Holdings and Tania Sanchez and Erik Sanchez (collectively the "Sanchez
3 Tenants"). A true copy of the Residential Lease Agreement is attached hereto as Exhibit "1."
4 Pursuant to the Residential Lease Agreement, the Sanchez Tenants paid rent to the Chersus for the
5 term of the Residential Lease Agreement. Accordingly, the amount of Chersus's damages for lost
6 rental income should be reduced by \$36,950.00.
7

8 4. After further reviewing the estimates from Homeadvisor.com, I was able to better recall
9 the amount that Chersus spent on repairs. In this regard, I reasonably estimate that Chersus spent
10 the following amounts on repairs.

11	1. Landscaping	\$3,500.00
12	2. Bathroom Faucets	\$800.00
13	3. Bathroom Vanities	\$4,500.00
14	4. Kitchen Cabinets	\$4,500.00
15	5. Carpets	\$1,300.00
16	6. Paint outside of house	\$3,000.00
17	7. Garage Door	\$700.00
18	8. Interior Paint	\$1,500.00
19	9. Kitchen appliances	\$2,000.00
20	10. Toilets	\$900.00
21	11. Showers	\$2,500.00
22	12. Water heater	\$900.00
23	13. Roofing Repair	\$1,200.00
24	14. Air and Heater	\$4,100.00
25	15. Misc. Expenses	<u>\$3,100.00</u>

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Total \$35,000.00


5. I contacted Republic Services. As of November 5, 2019, the total balance to clear the lien on the Property is \$2,959.55. A true copy the letter I received from Republic Services is attached hereto as Exhibit "2."

6. Based on the foregoing, I respectfully submit that I should be awarded damages as follows:

- | | |
|--|-------------------------------------|
| 1. Lost Rental Income: | (\$88,350 - \$53,530) = \$34,820.00 |
| 2. Other Real Property Damages | \$2,959.55 |
| 3. Utilities | TBD |
| 4. Damages from Inspection | TBD |
| 5. Preliminary Title Report | <u>\$750.00</u> |
| Total Compensatory Damages Wrongful Foreclosure And Tresspass | \$38,529.55 |
| Tort Damages for Conversion | <u>\$35,000.00</u> |
| Subtotal for Damages | \$73,529.55 |
| Total Amount to Chersus, including Punitive Damages (\$73,529.55 x3) = | \$220,588.65 |

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

Dated: December 30, 2019

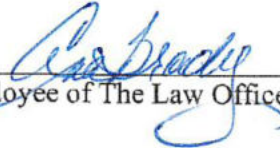

Jagdish Mehta

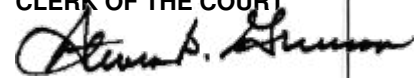
1 CERTIFICATE OF SERVICE

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of THE LAW OFFICE OF
3 VERNON NELSON and that on the 30th day of December, 2019, I served a copy of the
4 foregoing SECOND DECLARATION OF JAGDISH MEHTA through the Court's electronic
5 service system to the party listed below:
6

7 Ashlie L. Surur, Esq.
8 Hall, Jaffe & Clayton
9 7425 Peak Drive
10 Las Vegas, NV 89128
11 Email: asurur@lawhjc.com
12 Attorney for Defendant, Southern Terrance Homeowners Association

13 Dana J. Nitz, Esq.
14 Wright, Finlay & Zak, LLC
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16 Las Vegas, NV 89117
17 E-Mail: dnitz@wrightlegal.net
18 Attorney for Plaintiff, Ocwen Loan Servicing, LLC

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An Employee of The Law Office of Vernon Nelson



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Attorneys for Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Plaintiff,
vs.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; FIRST 100, LLC,
a Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, a Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive,

Defendants.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,
vs.

OCWEN LOAN SERVICING, LLC, a Foreign
Limited Liability Company,

Counter-Defendants.

Case No.: A-14-696357-C
Dept. No.: IV

**ORDER GRANTING OCWEN LOAN
SERVICING, LLC'S MOTION FOR
RECONSIDERATION OF THE COURT'S
OCTOBER 30, 2019 ORDER PURSUANT
TO NRCP 59 AND 60**

1 Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC ("Ocwen"), filed a motion
2 entitled "Motion for Reconsideration of the Court's October 30, 2019 Order Pursuant to NRCP
3 59 and 60" ("Motion") in the above-entitled Court on November 18, 2019. The Motion having
4 come on for hearing on January 3, 2020, in chambers, the Court having reviewed the papers and
5 pleadings on file herein, being fully advised in the premises, and good cause appearing
6 therefore, the Court hereby enters the following findings and conclusions:

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED, pursuant to EDCR 2.20,
8 NRCP 59, NRCP 60, and for good cause shown, that Ocwen's Motion for Reconsideration of
9 the Court's October 30, 2019 Order is GRANTED.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the October 30, 2019
11 Order denying Ocwen's June 11, 2019 Motion to Alter or Amend Judgment and for
12 Reconsideration Pursuant to NRCP 59 and 60 is hereby REVERSED, and a hearing set for this
13 motion is set in Department IV on February 6, 2020 at 9:00 am.

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Chersus Holdings,
15 LLC's Motion to Vacate Hearing on Motion to Extend Time to Oppose Motion for
16 Reconsideration of the Court's October 30, 2019 Order Pursuant to NRCP 59 and 60 is
17 DENIED.

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the hearing currently
2 set on January 7, 2020 for Ocwen's Motion for Reconsideration of the Court's October 30, 2019
3 Order, and the hearing currently set on January 7, 2020 for Chersus Holding, LLC's Motion for:
4 (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2)
5 Order Awarding Attorney's Fees to Chersus Holdings, LLC; and (3) Orders for Specific
6 Performance are hereby VACATED.

7 IT IS SO ORDERED.

8 Dated this 22 day of January, 2020.

9
10 
11 DISTRICT COURT JUDGE

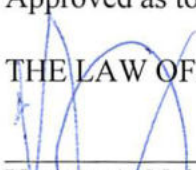
12 Respectfully submitted by:

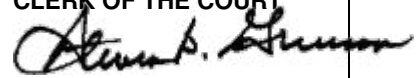
13 WRIGHT, FINLAY & ZAK, LLP

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19 7785 W. Sahara Ave., Suite 200
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21 Attorneys for Plaintiff/Counter-Defendant,
22 Ocwen Loan Servicing, LLC
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Approved as to Form and Content by:

THE LAW OFFICE OF VERNON NELSON


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Nevada Bar No. 6434
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Las Vegas, Nevada 89103
Attorney for Defendant, Chersus Holdings,
LLC



1 **NEOJ**

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9 (702) 475-7964 Fax: (702) 946-1345

10 pjurani@wrightlegal.net

11 *Attorneys for Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC*

12 **DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 **OCWEN LOAN SERVICING, LLC, a foreign**
15 **Limited Liability Company,**

16 **Plaintiff,**

17 **vs.**

18 **CHERSUS HOLDINGS, LLC, a Domestic**
19 **Limited Liability Company; FIRST 100, LLC,**
20 **a Domestic Limited Liability Company;**
21 **SOUTHERN TERRACE HOMEOWNERS**
22 **ASSOCIATION, a Domestic Non-Profit**
23 **Corporation; RED ROCK FINANCIAL**
24 **SERVICES, LLC, a Foreign Limited Liability**
25 **Company; UNITED LEGAL SERVICES,**
26 **INC., a Domestic Corporation; DOES I**
27 **through X; and ROE CORPORATIONS XI**
28 **through XX, inclusive,**

Defendants.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

vs.

OCWEN LOAN SERVICING, LLC, a Foreign
Limited Liability Company,

Counter-Defendants.

Case No.: A-14-696357-C

Dept. No.: IV

NOTICE OF ENTRY OF ORDER

PLEASE TAKE NOTICE that an ORDER GRANTING OCWEN LOAN SERVICING, LLC'S MOTION FOR RECONSIDERATION OF THE COURT'S OCTOBER 30, 2019 ORDER PURSUANT TO NRCP 59 AND 60 was entered in the above-entitled Court on the 27th day of January, 2020. A copy of which is attached hereto.

DATED this 3rd day of February, 2020.

WRIGHT, FINLAY & ZAK, LLP

/s/ Paterno C. Jurani, Esq.

Paterno C. Jurani, Esq.

Nevada Bar No. 8136

7785 W. Sahara Ave., Suite 200

Las Vegas, Nevada 89117

Attorney for Plaintiff/Counter-Defendant, Ocwen
Loan Servicing, LLC

CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 3rd day of February, 2020, I did cause a true copy of **NOTICE OF ENTRY OF ORDER** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFCR 9, addressed as follows:

Michelle Adams	michellea@nelsonlawfirm.lv.com
Legal Assistant	legalassistant@nelsonlawfirm.lv.com
Master Calendaring	mail@nelsonlawfirm.lv.com
Vernon A. Nelson	vnelson@nelsonlawfirm.lv.com
Robert E. Atkinson	Robert@nv-lawfirm.com
Alexandria Raleigh	ARaleigh@lawhjc.com
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/s/ Faith Harris

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Attorneys for Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Plaintiff,

vs.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; FIRST 100, LLC,
a Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, a Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive,

Defendants.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

vs.

OCWEN LOAN SERVICING, LLC, a Foreign
Limited Liability Company,

Counter-Defendants.

Case No.: A-14-696357-C

Dept. No.: IV

**ORDER GRANTING OCWEN LOAN
SERVICING, LLC'S MOTION FOR
RECONSIDERATION OF THE COURT'S
OCTOBER 30, 2019 ORDER PURSUANT
TO NRCP 59 AND 60**

1 Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC ("Ocwen"), filed a motion
2 entitled "Motion for Reconsideration of the Court's October 30, 2019 Order Pursuant to NRCP
3 59 and 60" ("Motion") in the above-entitled Court on November 18, 2019. The Motion having
4 come on for hearing on January 3, 2020, in chambers, the Court having reviewed the papers and
5 pleadings on file herein, being fully advised in the premises, and good cause appearing
6 therefore, the Court hereby enters the following findings and conclusions:

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED, pursuant to EDCR 2.20,
8 NRCP 59, NRCP 60, and for good cause shown, that Ocwen's Motion for Reconsideration of
9 the Court's October 30, 2019 Order is GRANTED.

10 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the October 30, 2019
11 Order denying Ocwen's June 11, 2019 Motion to Alter or Amend Judgment and for
12 Reconsideration Pursuant to NRCP 59 and 60 is hereby REVERSED, and a hearing set for this
13 motion is set in Department IV on February 6, 2020 at 9:00 am.

14 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Chersus Holdings,
15 LLC's Motion to Vacate Hearing on Motion to Extend Time to Oppose Motion for
16 Reconsideration of the Court's October 30, 2019 Order Pursuant to NRCP 59 and 60 is
17 DENIED.

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1 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the hearing currently
2 set on January 7, 2020 for Ocwen's Motion for Reconsideration of the Court's October 30, 2019
3 Order, and the hearing currently set on January 7, 2020 for Chersus Holding, LLC's Motion for:
4 (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2)
5 Order Awarding Attorney's Fees to Chersus Holdings, LLC; and (3) Orders for Specific
6 Performance are hereby VACATED.

7 IT IS SO ORDERED.

8 Dated this 22 day of January, 2020.

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11 DISTRICT COURT JUDGE

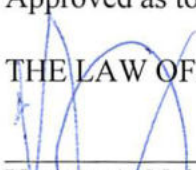
12 Respectfully submitted by:

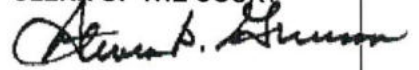
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22 Ocwen Loan Servicing, LLC
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Approved as to Form and Content by:

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Vernon A. Nelson, Jr. Esq.
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Attorney for Defendant, Chersus Holdings,
LLC



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7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 OCWEN LOAN SERVICING, LLC, a foreign
10 Limited Liability Company,

Case No.: A-14-696357-C
Dept No.: IV

11 Plaintiff,

12 v.

13 CHERSUS HOLDINGS, LLC, a Domestic
14 Limited Liability Company; First 100, LLC, a
15 Domestic Limited Liability Company;
16 SOUTHERN TERRACE HOMEOWNERS
17 ASSOCIATION, a Domestic Non-Profit
18 Corporation; RED ROCK FINANCIAL
19 SERVICES, LLC, A Foreign Limited Liability
20 Company; UNITED LEGAL SERVICES,
21 INC., a Domestic Corporation; DOES I
22 through X; and ROE CORPORATIONS XI
23 through XX, inclusive

24 Defendant.

25 CHERSUS HOLDINGS, LLC, a Domestic
26 Limited Liability Company,

27 Counterclaimant,

28 OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Counter-Defendants.

**ORDER DENYING OCWEN LOAN
SERVICING, LLC'S MOTION TO
ALTER OR AMEND JUDGMENT AND
FOR RECONSIDERATION PURSUANT
TO N.R.C.P. 59 AND 60**

1 **ORDER DENYING OCWEN LOAN SERVICING, LLC'S**
2 **MOTION TO ALTER OR AMEND JUDGMENT**
3 **AND FOR RECONSIDERATION PURSUANT TO N.R.C.P. 59 AND 60**

4 This matter came before the Court on February 6, 2020, on Plaintiff's Motion to Alter or
5 Amend Judgment and for Reconsideration Pursuant to NRCP 59 and 60 ("Motion for
6 Reconsideration") filed on June 11, 2019 by counsel Paterno C. Jurani, Esq. Counsel Vernon A.
7 Nelson, Esq. filed an Opposition thereto on July 2, 2019 on behalf of Defendant Chersus Holdings,
8 LLC. Counsel Paterno C. Jurani, Esq. then filed a Reply thereto on July 11, 2019 and a Notice of
9 Supplemental Authority on September 6, 2019. The Court having reviewed the matter, including all
10 points, authorities, and exhibits submitted by counsel, hereby DENIES Plaintiff's Motion for
11 Reconsideration.

12 ITS IS SO ORDERED this 14 day of February, 2020.

13
14 
15 DISTRICT COURT JUDGE

16 Respectfully Submitted:

17 THE LAW OFFICE OF VERNON NELSON

18
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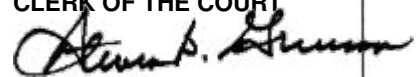
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A-14-696357-C
Ord Denying Ocwen
Loan-MTN to Alter
or Amend judg +
Reconsideration



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DISTRICT COURT

CLARK COUNTY, NEVADA

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Plaintiff,

v.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; First 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, A Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive

Defendant.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Counter-Defendants.

Case No.: A-14-696357-C
Dept No.: IV

**NOTICE OF ENTRY OF ORDER
DENYING OCWEN LOAN SERVICING,
LLC'S MOTION TO ALTER OR AMEND
JUDGMENT AND FOR
RECONSIDERATION PURSUANT TO
N.R.C.P. 59 AND 60**

1 **NOTICE OF ENTRY OF ORDER DENYING OCWEN LOAN SERVICING, LLC'S**
2 **MOTION TO ALTER OR AMEND JUDGMENT AND FOR RECONSIDERATION**
3 **PURSUANT TO N.R.C.P. 59 AND 60**

4 PLEASE TAKE NOTICE that on the 20th day of February, 2020, an Order Denying Ocwen
5 Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to
6 N.R.C.P. 59 and 60 was entered on the Court's docket. A copy of said Order is attached hereto.

7
8 DATED this 20th day of February, 2020

THE LAW OFFICE OF VERNON NELSON

9 /s/ Vernon A. Nelson

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15 LLC

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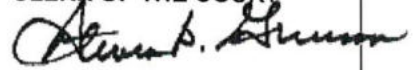
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7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 OCWEN LOAN SERVICING, LLC, a foreign
10 Limited Liability Company,

Case No.: A-14-696357-C
Dept No.: IV

11 Plaintiff,

12 v.

13 CHERSUS HOLDINGS, LLC, a Domestic
14 Limited Liability Company; First 100, LLC, a
15 Domestic Limited Liability Company;
16 SOUTHERN TERRACE HOMEOWNERS
17 ASSOCIATION, a Domestic Non-Profit
18 Corporation; RED ROCK FINANCIAL
19 SERVICES, LLC, A Foreign Limited Liability
20 Company; UNITED LEGAL SERVICES,
21 INC., a Domestic Corporation; DOES I
22 through X; and ROE CORPORATIONS XI
23 through XX, inclusive

24 Defendant.

25 CHERSUS HOLDINGS, LLC, a Domestic
26 Limited Liability Company,

27 Counterclaimant,

28 OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Counter-Defendants.

**ORDER DENYING OCWEN LOAN
SERVICING, LLC'S MOTION TO
ALTER OR AMEND JUDGMENT AND
FOR RECONSIDERATION PURSUANT
TO N.R.C.P. 59 AND 60**

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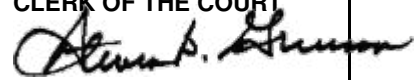
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13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 OCWEN LOAN SERVICING, LLC, a foreign
16 Limited Liability Company,
17 Plaintiff,

18 vs.

Case No.: A-14-696357-C
Dept. No.: IV

NOTICE OF APPEAL

19 CHERSUS HOLDINGS, LLC, a Domestic
20 Limited Liability Company; FIRST 100, LLC,
21 a Domestic Limited Liability Company;
22 SOUTHERN TERRACE HOMEOWNERS
23 ASSOCIATION, a Domestic Non-Profit
24 Corporation; RED ROCK FINANCIAL
25 SERVICES, LLC, a Foreign Limited Liability
26 Company; UNITED LEGAL SERVICES,
27 INC., a Domestic Corporation; DOES I
28 through X; and ROE CORPORATIONS XI
through XX, inclusive,
Defendants.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,
Counterclaimant,

vs.

OCWEN LOAN SERVICING, LLC, a Foreign
Limited Liability Company,

Counter-Defendants.

PLEASE TAKE NOTICE that Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC hereby appeals to the Supreme Court of Nevada (1) Order Denying Ocwen Loan

Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to NRCF 59 and 60 filed on February 20, 2020, and (2) Notice of Entry entered on February 20, 2020, and all orders rendered final thereby.

DATED this 6th day of March, 2020.

WRIGHT, FINLAY & ZAK, LLP

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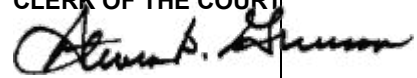
CERTIFICATE OF SERVICE

Pursuant to N.R.C.P. 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 6th day of March, 2020, I did cause a true copy of **NOTICE OF APPEAL** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFCR 9, addressed as follows:

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An Employee of WRIGHT, FINLAY & ZAK, LLP



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4 DISTRICT COURT
5 CLARK COUNTY, NEVADA

6)
7 OCWEN LOAN SERVICING,)
8 LLC,)

9 Plaintiff,)

10 vs.)

11 CHERSUS HOLDINGS, LLC,)

12 Defendant.)

CASE: A-14-696357-C

DEPT. IV

Transcript of Proceedings

13
14 BEFORE THE HONORABLE KERRY EARLEY,
15 DISTRICT COURT JUDGE

16 THURSDAY, FEBRUARY 6, 2020

17 ***Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment***
18 ***and for Reconsideration Pursuant to N.R.C.P. 59 and 60***

19
20 APPEARANCES:

21 For Plaintiff: PATERNO C. JURANI, ESQ.

22
23 For Defendant: VERNON A. NELSON, ESQ.
24 ASHLIE L. SURUR, ESQ.

25 RECORDED BY: REBECA GOMEZ, COURT RECORDER

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[Thursday, February 6, 2020 at 9:46 A.M.]

MR. JURANI: Good morning, Your Honor, Paterno Jurani for Ocwen Loan Servicing.

THE COURT: Okay. Good morning.

MS. SURUR: Good morning, Your Honor, Ashlie Surur for Southern Terrance.

MR. NELSON: Good morning, Your Honor, Vernon Nelson for Chersus.

THE COURT: Okay. Alright, so this is Ocwen Motion for Reconsideration of the Summary Judgment that was entered in this case, correct?

MR. JURANI: Yes, Your Honor.

THE COURT: Okay. I --

THE CLERK: Mr., are you Mr. Nelson?

MR. JURANI: No, Mr. Nelson --

THE COURT: No, Mr. Nelson is right there.

THE CLERK: Okay.

THE COURT: Plaintiff right there is Ocwen, give your appearance.

MR. JURANI: Paterno Jurani.

THE CLERK: Okay.

MR. JURANI: 8136.

THE CLERK: Okay, gotch-ya. I thought I had the names mixed up on this table.

1 THE COURT: It's okay. Um, I've read through your motion to
2 reconsideration and the other underlying Summary Judgment and
3 Findings of Facts so if you want to do your argument, that's fine.

4 MR. JURANI: Ah yes, Your Honor, um, I won't belabor the
5 point too much.

6 THE COURT: Okay.

7 MR. JURANI: The Court granted Summary Judgment to
8 Chersus based on the *West Sunset* case, Your Honor.

9 THE COURT: Among other things, but yes.

10 MR. JURANI: Since that time, two rulings came out in the
11 District Court.

12 THE COURT: Of?

13 MR. JURANI: U.S. District Court.

14 THE COURT: Yes.

15 MR. JURANI: As well as --

16 THE COURT: Are those the two unpublished ones? Those
17 are published, right?

18 MR. JURANI: I don't recall if they are both published or not.

19 THE COURT: Let me see.

20 MR. JURANI: Additionally, Your Honor.

21 THE COURT: Hold on, let me see. Sorry. I am so sorry this
22 is --

23 MR. JURANI: You're fine.

24 THE COURT: I whisper. Oh no, the *Lahrs* case, you also
25 supplemented.

1 MR. JURANI: Yes.

2 THE COURT: Okay, so the *Lahrs Family Trust* is
3 unpublished.

4 MR. JURANI: Is it Nevada Supreme Court case? That is
5 unpublished, yes.

6 THE COURT: Correct, I'm just -- I read through all. This West
7 Law one, it's a *Bank of New York Mellon*. It's the West Law one, so it's
8 Judge Mahan's case, and then the *West Sunset*. Okay, because I
9 wanted further -- I read all even the supplements that you gave.

10 MR. JURANI: Okay.

11 THE COURT: Okay. No Problem.

12 MR. JURANI: Your Honor, first, the District Court cases
13 declined to follow *West Sunset* because *West Sunset* was a case about
14 the HOA's standing to foreclose. They declined to follow it because
15 they, the Supreme Court in that case did not analyze whether or not the
16 Purchase and Sale Agreement impacted the sales price. Then you
17 know subsequently, in September, the Nevada Supreme Court came out
18 with the *Lahrs Family Trust* case. Your Honor, all of these cases involve
19 a Purchase and Sale Agreement with First 100.

20 THE COURT: Right, the factoring agreement.

21 MR. JURANI: Yes, they all include provisions in there for an
22 opening bid price of ninety-nine dollars.

23 THE COURT: Correct.

24 MR. JURANI: They all include a provision in there that the
25 HOA promises not to bid any higher than that price.

1 THE COURT: Correct.

2 MR. JURANI: All these courts, Your Honor, based on that
3 provision, those provisions factoring agreement indicated that they rule
4 that that was at least slight evidence of collusion and unfairness.

5 THE COURT: Uh-hmm.

6 MR. JURANI: Collusion in the *Shadow Canyon* case was
7 specifically listed as --

8 THE COURT: Right.

9 MR. JURANI: -- as an example.

10 THE COURT: Fraud unfairness, yes, that's something that
11 could be set aside.

12 MR. JURANI: Yes, Your Honor, and that's what happened in
13 all those cases. They all agreed to set aside the HOA's sale because of
14 commercial unreasonableness.

15 THE COURT: So what did I do wrong as a matter of law in
16 the findings of fact? I just didn't interpret? I mean, I was really trying to
17 figure out. When I looked at this, I really felt like you just were rearguing
18 the same summary judgment. Because if you even look -- we -- my law
19 clerk and I extensively -- I am so sorry, this is just ridiculous. I am so
20 sorry.

21 MR. JURANI: It's fine, Your Honor.

22 MR. NELSON: It's not as bad as you think.

23 THE COURT: Okay, I just feel like I'm --

24 MS. SURUR: We can hear you fine, Your Honor, and we
25 understand you.

1 THE COURT: Okay, okay, I hope so because this is silly. I
2 feel bad. It's a fact situation. It's how the Court -- I didn't do anything
3 wrong on the law. It's how the Court would interpret it. And I get the
4 factual under yours, you're arguing that it was this sale was not
5 commercially reasonable and one of the factors was the -- the
6 factoring -- one of the factors was the factoring agreement. It is hard to
7 say. And -- but when you look at this other cases, they can be
8 distinguished on the facts. I did and I felt a really -- when I got it, I
9 carefully go. I don't -- you might not know Ms. Surur, I carefully went
10 through all those findings of facts and matched up what I felt needed to
11 be there under the *West Sunset* case. To be very honest with you,
12 Counsel, I didn't just prophylactically give them a not so. I get the other
13 cases are factually. And actually when my law clerk and I went through
14 it, I thought we could factually, distinguish? Yeah, distinguishes it, the
15 facts that were different. So I mean, okay. But I get that what you want
16 me is to basically is rule in Ocwen's order that it was, that the sale was
17 not commercially reasonable under these facts and circumstances. I
18 don't know if you remember but I let you do discovery.

19 MR. NELSON: Yes.

20 THE COURT: You remember.

21 MR. NELSON: Yes.

22 THE COURT: When you -- when they -- when you all
23 originally did motions for summary judgment, I allowed discovery
24 because I understood that this would be fact specific even under Nevada
25 Law, even though I can rule as a matter of law on the facts specifics. I

1 had to have the facts to discovery and I allowed that, this. I want my
2 record. I allowed it. You had discovery in this case to be able to -- that's
3 why they came back. Am I right? I went back and looked at all my
4 notes, Mr. Vernon.

5 MR. JURANI: There was discovery, Your Honor. I am a little
6 confused. Are you referring to -- was there another open period of
7 discovery after the ruling on the --

8 THE COURT: Of course not.

9 MR. JURANI: Okay.

10 THE COURT: That would give new discovery --

11 MR. JURANI: I was --

12 THE COURT: -- on after I ruled on a motion to re -- um, no.
13 But you got discovery before I ruled on these summary judgments.
14 That's very plain, because I knew by looking at it, it was -- would be. I
15 needed -- I don't -- I know they don't use the word totality [indiscernible],
16 but I needed facts to apply *Sunset West* and the other cases. That's all I
17 am saying.

18 MR. JURANI: I'm a --

19 THE COURT: Okay so my issue was you want me -- Ocwen
20 to come back and say, basically as a matter of law or based on these
21 new cases that have interpreted applying *Sunset* to those facts
22 scenarios that I erred as a matter of law, correct?

23 MR. JURANI: Yes, Your Honor.

24 THE COURT: As for the motion --

25 MR. JURANI: There is a manifest --

1 THE COURT: -- for reconsideration, that standard is very
2 different as you know. That's -- that's how I erred as a matter of law?

3 MR. JURANI: The correct manifest in justice is basically that
4 the permission that we were --

5 THE COURT: The correct manifest, okay. Okay.

6 MR. JURANI: -- I'm unclear, Your Honor, about, about how
7 you are distinguishing these cases versus, for instance our case. They
8 all -- they both concluded, you know, the provision for ninety-nine dollar
9 opening bid. They both resulted in --

10 THE COURT: Okay, well, what did this -- what did -- what
11 was this HOA sale for? Was it for the -- how much?

12 MR. JURANI: Thirty-five hundred.

13 THE COURT: Correct. It wasn't ninety-nine dollars. It wasn't
14 ninety-nine --

15 MR. JURANI: It wasn't --

16 THE COURT: -- dollars.

17 MR. JURANI: -- Your Honor. But for the *Lahrs* case it was a
18 huge gap between the --

19 THE COURT: Now, now, now you are arguing something
20 different. Now you are arguing, Counsel. You're arguing factual
21 distinctions. That's fine, which is what I said, did I not? So how do
22 you -- I distinguish this? The large case that Judge, whoever the
23 Federal Judge, I can't remember who it was. I got it here.

24 MR. JURANI: *Lahrs* was a Nevada Supreme Court case.

25 THE COURT: Okay, hold on, the *Bank of Mellon*? Oh no,

1 that's the other one. Okay. But that is a factual distinction. Are, are --
2 okay, just do your argument. I'm -- I don't have a voice to do it, so.
3 Okay, so do I understand what you're arguing that's a matter I erred as a
4 matter of law that applying the *West Sunset* case and your client Ocwen
5 should have gotten summary judgment on the facts of the case?

6 MR. JURANI: I believe that is right, Your Honor.

7 THE COURT: I hope so because if I'm not, I want you to
8 correct me because we've spent a lot of time. That's what you're saying
9 on the Motion to Reconsider?

10 MR. JURANI: Yes, Your Honor.

11 THE COURT: Okay, alright.

12 MR. JURANI: Um, if you have questions, Your Honor, I
13 understand.

14 THE COURT: I don't have any more questions. I wanted to
15 make sure I looked at the issues correctly, you know, because there's a
16 lot of stuff here, and --

17 MR. JURANI: Yes.

18 THE COURT: -- you guys live it more than I live it, so I
19 wanted to make sure the way it was argued on reconsideration that I
20 understood it correctly, okay.

21 MR. JURANI: Thank you, Your Honor.

22 THE COURT: And I did look for the record, the cases and in
23 fact the new -- the *Lahrs* case, okay. Mr. Nelson, do you want to argue
24 or to say anything?

25 MR. NELSON: No, Your Honor. I mean I've kind of do, made

1 the exact argument that I would make if those cases were factually
2 distinguishable from this case. And in fact, your --

3 THE COURT: And was the HOA's sale price thirty-five
4 hundred in this case?

5 MR. NELSON: Yes, Your Honor. In fact --

6 THE COURT: That is what I thought.

7 MR. NELSON: -- it was testimony --

8 THE COURT: Okay.

9 MR. NELSON: -- by Mr. --

10 THE COURT: Mr. Atkinson.

11 MR. NELSON: -- Atkinson, that --

12 THE COURT: And Mr. Atkinson --

13 MR. NELSON: -- there were multiple bidders at the -- at the
14 HOA sale.

15 THE COURT: In fact, I went through it again to make sure I
16 had done it correctly.

17 MR. NELSON: The HOA didn't want it credited.

18 THE COURT: Correct, I saw. The Court -- I had to go with
19 what Ocwen wants. I would have to say there was a lack of competitive
20 bidding. There was --

21 MR. NELSON: Correct.

22 THE COURT: -- not in this case.

23 MR. NELSON: Correct, Your Honor.

24 THE COURT: In fact, Mr. Atkinson -- and I'm not -- I'm not
25 saying whether Mr. Atkins -- Atkinson I wrote, am I right?

1 MR. NELSON: Correct.

2 THE COURT: The attorney, okay. I want -- I'm just taking the
3 facts that they gave me. I'm not -- okay, inadequate sales price that
4 [indiscernible] can't say that based on these facts. And that goes to
5 what they're trying to argue is slight evidence of collusion because First
6 100 didn't buy --

7 MR. NELSON: Correct, Your Honor.

8 THE COURT: -- the property, so.

9 MR. NELSON: All those things that were listed --

10 THE COURT: And --

11 MR. NELSON: -- did not happen in this case.

12 THE COURT: Correct, at least. Thank you. I thought I -- and
13 then when there was lack of notice. There was no lack of notice of sale.
14 That wasn't even applicable here.

15 MR. NELSON: Correct, Your Honor.

16 THE COURT: Okay, so I am denying the Motion for --

17 MR. JURANI: Your Honor.

18 THE COURT: -- Reconsideration. Okay, alright.

19 MR. NELSON: Thank you, Your Honor.

20 MR. JURANI: Thank you, Your Honor.

21 THE COURT: Sure. Okay.

22 MR. NELSON: Oh, Your Honor.

23 THE COURT: Yeah.

24 MR. NELSON: While I'm here --

25 THE COURT: Do it again.

1 MR. NELSON: -- I'll do an order. But we all -- we -- we had
2 scheduled on January 7th a prove-up for our -- for the amount of our
3 damages.

4 THE COURT: Yes, so I'm going to have to reschedule that.

5 MR. NELSON: Okay.

6 THE COURT: Did I reschedule? Or --

7 MR. NELSON: No, we have not because you wanted to have
8 this first. How should we --

9 THE COURT: Because that makes sense.

10 MR. NELSON: No, I understood that, correct.

11 THE COURT: Okay.

12 MR. NELSON: Correct.

13 THE COURT: Um, did I tell her? When I was looking at this, I
14 said we need to do a day. I wanted just to make sure I wasn't going to
15 grant the reconsideration because -- okay.

16 MR. NELSON: Correct.

17 THE COURT: So we will reschedule that, right? Or did we
18 already do it?

19 THE CLERK: No, it hasn't been scheduled.

20 THE COURT: Hold on, what I worked on all this -- she's trying
21 to refresh my recollection. Okay, okay, okay, I went through
22 Mr. Atkinson and Mr. -- okay. Okay, I had previously ordered an
23 evidentiary hearing. Oh yeah, on the issues of damages --

24 MR. NELSON: Correct.

25 THE COURT: -- because I --

1 MR. NELSON: Correct.

2 THE COURT: -- wouldn't just sign off on that.

3 MR. NELSON: Correct.

4 MR. JURANI: Your Honor.

5 THE COURT: For Chersus.

6 MR. JURANI: Can I ask one real quick question, Your Honor?

7 I know you made your ruling, but at the very end you said that the

8 property wasn't sold to First 100. Is that what you said?

9 THE COURT: No, that's not --

10 MR. JURANI: Okay.

11 THE COURT: -- what I meant. If I said it, I misquoted.

12 MR. JURANI: Okay.

13 THE COURT: Sorry. Um, the price was thirty-five hundred,

14 correct?

15 MR. NELSON: Correct, Your Honor.

16 THE COURT: That's what I wanted to make sure on the

17 commercially reasonable. Okay. Let me -- let me re-refresh what I was

18 going to do. I wanted an evident -- that's right, because I would not sign

19 an order. There's claims for trespass and conversion and allege --

20 MR. NELSON: Right.

21 THE COURT: -- an unjust enrichment and I would not do that

22 without a hearing.

23 MR. NELSON: Correct.

24 THE COURT: Because that -- okay. So I need to do a

25 hearing is what you're saying.

1 MR. NELSON: Correct, Your Honor.
2 THE COURT: And there's also a cause.
3 MR. NELSON: I think it's fully briefed already.
4 THE COURT: Is it? I don't know, I haven't --
5 MR. NELSON: Yeah, I did it.
6 THE COURT: I apologize, I haven't looked at any because I --
7 MR. NELSON: Yes.
8 THE COURT: -- spent a lot of time on the Motion to
9 Reconsider --
10 MR. NELSON: Sure.
11 THE COURT: -- to make sure it was handled properly. And
12 also there's a Motion for Attorneys Fees.
13 MR. NELSON: That's all together.
14 THE COURT: Okay. Let me do this; let me go look at my
15 calendar.
16 MR. NELSON: Sure.
17 THE COURT: I don't want to give you a date right now.
18 MR. NELSON: Okay.
19 THE COURT: But I -- I do have that.
20 MR. NELSON: I just wanted to make sure it was brought to
21 your attention.
22 THE COURT: Okay. It was. I just wanted to spend my effort
23 on making sure I was -- I understood this before I did that.
24 MR. NELSON: Okay.
25 THE COURT: Does that make sense? But yes, I will

1 reschedule all of the attorneys fees, the prove-up. Here's what I do; I do
2 evidentiary hearings when I am not in trial on Friday.

3 MR. NELSON: Okay.

4 THE COURT: So I wanted to tell both of you, if you get a
5 Friday that's why.

6 MR. NELSON: Okay.

7 THE COURT: Okay I don't do it during my Tuesday, Thursday
8 calendar because --

9 MR. NELSON: Okay.

10 THE COURT: -- it takes too much time.

11 MR. NELSON: Right.

12 THE COURT: Okay.

13 MR. NELSON: Okay.

14 THE COURT: So when you get a Friday date, don't panic.

15 MR. NELSON: Okay.

16 THE COURT: Or if you can't do that Friday let us know and I'll
17 fix it for your schedules, because some people don't like Fridays, but --

18 MR. NELSON: Okay.

19 THE COURT: -- that's when I do them. Okay?

20 MR. NELSON: Okay.

21 THE COURT: Okay.

22 MS. SURUR: Your Honor, Ashlie Surur for Southern
23 Terrance. The claims aren't against my client so I would ask that the
24 HOA be excused from attending the --

25 THE COURT: You can.

1 MS. SURUR: -- evidentiary hearing.

2 THE COURT: Alright, they're the ones that want to prove-up

3 the -- if there's --

4 MR. NELSON: Correct.

5 THE COURT: -- if there is any damages. Does that make

6 sense?

7 MR. JURANI: Yes, Your Honor.

8 THE COURT: Okay, I'm -- I'm -- I wouldn't do that without an

9 evidentiary hearing.

10 MR. NELSON: Right.

11 THE COURT: Because I don't know the damages. If that --

12 MR. NELSON: Okay.

13 THE COURT: -- if any, the alleged damages.

14 MR. NELSON: I understood.

15 THE COURT: In fairness to -- to the -- okay.

16 MS. SURUR: Thank you, Your Honor.

17 MR. NELSON: Thank you, Your Honor.

18 THE COURT: You're welcome.

19 MR. JURANI: Thank you, Your Honor.

20 THE COURT: Thank you. Nice seeing you all. I'm sorry if

21 you're late for Federal Court.

22 MR. NELSON: Its okay, Your Honor.

23 THE COURT: Hustle.

24 MR. NELSON: That's right.

25 THE COURT: I don't know who had to go to Federal Court,

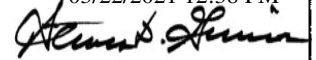
1 but hustle. They're so nice over there, right?

2 PROCEEDING CONCLUDED AT 9:59 A.M.

3 * * * * *

4 ATTEST: I do hereby certify that I have truly and correctly transcribed the
5 audio/video proceedings in the above-entitled case to the best of my ability.

6 
7 Rebeca Gomez
8 Court Recorder/Transcriber
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CLERK OF THE COURT

ORDR

VERNON A. NELSON, JR., ESQ.
Nevada Bar No.: 6434
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Tel.: 702-476-2500
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vnelson@nelsonlawfirmnv.com
Attorney for Chersus Holdings, LLC

DISTRICT COURT

COUNTY OF CLARK, STATE OF NEVADA

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Case No.: A-14-696357-C
Dept No.: IV

Plaintiff,

v.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; First 100, LLC, a
Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, A Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive

**ORDER GRANTING JUDGMENT IN
FAVOR OF COUNTERCLAIMANT
CHERSUS HOLDINGS, LLC.**

Defendant,

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Counter-Defendants.

This matter came for before the Court for a prove-up hearing on Counter Claimant, Chersus Holdings, LLC's MOTION FOR: (1) JUDGMENT OR PROVE-UP HEARING FOR COMPENSATORY, STATUTORY, AND PUNITIVE DAMAGES; (2) ORDER AWARDING ATTORNEY'S FEES TO CHERSUS HOLDINGS LLC; AND (3) ORDERS FOR SPECIFIC PERFORMANCE. Vernon Nelson, Esq. appeared for Chersus Holdings, LLC. Aaron Lancaster

THE LAW OFFICE OF VERNON NELSON
ATTORNEY AT LAW

AA3478

1 appeared for Counter Defendant and Ashlie Surur appearing for Defendant Southern Terrace
2 Homeowner's Association. The Court, having the moving papers, the testimony of witnesses, the
3 papers and pleadings on file herein, and the arguments of counsel, and good cause appearing, the
4 Court HEREBY ORDERS:

5 1. Counter Claimant is hereby awarded lost rental damages as follows:

6 a. November and		
7 December 2016:	\$1,200.00/month x 2 months	\$ 2,400.00
8 b. 2017	\$1,300/month x 12 months	\$15,600.00
9 c. 2018	\$1,400/month x 12 months	\$16,800.00
10 d. 2019	\$1,550/month x 12 months	\$18,600.00
11 e. 2020	\$1,550/month x 12 months	\$18,600.00
12 f. 2021	\$1,550/month x 3 months	<u>\$ 4,650.00</u>

13
14 Total Amount of Lost Rental Damages \$76,650.00

15 (At the hearing, Mr. Nelson miscalculated this amount to be \$58,050.00. The correct amount is
16 \$76,650.00).

17 2. Counter Claimant is awarded costs based on amounts that are documented within the
18 Memorandum of Costs; which are as follows:

19 Independent Transcriber Charges	01/30/2019	\$378.63	MC Exhibit 1
20 Deposition Transcripts	03/01/2018	\$527.24	MC Exhibit 2
21 Court Runner Services	02/15/219	\$117.00	MC Exhibit 3
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24 Court Runner Services	05/28/2019	\$55.00	MC Exhibit 6
25 Litigation Support Vendor	05/01/2019	\$401.26	MC Exhibit 7
26 Deposition Transcripts	07/16/2018	\$368.80	MC Exhibit 8

1	Deposition Transcript	01/09/2018	\$ 535.27	MC Exhibit 9
2	Deposition Transcripts	08/22/2018	\$357.77	MC Exhibit 11
3	Deposition Transcripts	08/30/2018	<u>\$554.07</u>	MC Exhibit 11
4	Total Documented Costs		\$2,522.17	

5
6 3. The Court determined Counterclaimant is not entitled to damages for taxes, trash liens from
7 Republic Services, the Preliminary Title Report and for a home inspection.

8 4. The Court determined Counterclaimant shall not be awarded punitive damages or treble
9 damages pursuant to NRS 42.230.

10 5. As to specific Performance, the COURT ORDERS, Ocwen to comply with any requests
11 from the title company that is hired by Chersus Holdings that are necessary to transfer title.

12 6. As to attorney's fees the COURT FINDS it was reasonable for Ocwen to reject the offer of
13 judgment based on the constant and current flux of law on these foreclosure issues. COURT
14 FURTHER FINDS, attorney's fees are not warranted under NRS Section 18.010(b).

15 IT IS SO ORDERED that Judgment shall be awarded to Counter Claimant Chersus Holding,
16 LLC, and Counter Defendant Ocwen Loan Servicing, LLC Defendants in the amount of SEVENTY-
17 NINE THOUSAND ONE HUNDRED SEVENTY-TWO AND 17/100 (\$79,172.17) is hereby entered
18 as follows:
19

20 1. The principal amount due and owing to Plaintiff for lost rent in the amount of
21 SEVENTY-SIX THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS (\$76,650.00).
22

23 2. Costs and disbursements in the amount of ONE THOUSAND THREE HUNDRED
24 SIXTY-FOUR AND 60/100 DOLLARS (\$1,364.60).

25 3. For a total judgment of SEVENTY-NINE THOUSAND ONE HUNDRED SEVENTY-
26 TWO AND 17/100 (\$79,172.17)
27
28

4. This Judgment shall bear interest at the Nevada statutory rate from the entry of the Judgment until paid in full.

~~DATED this _____ day of March, 2021~~

Dated this 22nd day of March, 2021



DISTRICT COURT JUDGE

Respectfully submitted by:

E2A 5FD 62AF EAC6

Nadia Krall

District Court Judge

LAW OFFICE OF VERNON NELSON, PLLC

/s/ Vernon A. Nelson, Jr., Esq.

VERNON A. NELSON, JR., ESQ.

Nevada Bar No. 6434

6787 W. Tropicana Ave., Suite 103

Las Vegas, NV 89103

Tel: 702-476-2500

Fax: 702-476-2788

Email: vnelson@nelsonlawfirmnv.com

Attorneys for Plaintiff

Approved as to form:

SURUR LAW GROUP

WRIGHT FINLAY & ZAK

/s/ Ashlie L. Surur

ASHLIE L. SURUR, ESQ.

Nevada Bar No. 11290

561 Ivy Spring St.

Las Vegas, NV 89138

Attorneys for Southern Terrace

Homeowners Association

NO RESPONSE FROM COUNSEL

Aaron Lancaster, Esq.

Nevada Bar No.

7785 W. Sahara Ave., Suite 200

Las Vegas, NV 89117

Attorneys for Ocwen Holdings, LLC

Ana Brady

From: Ashlie Surur <ashlie@sururlaw.com>
Sent: Monday, March 15, 2021 1:13 PM
To: Vernon Nelson`
Cc: Aaron D. Lancaster; Ana Brady; Paula Keller
Subject: Re: Proposed Judgment

Hi Vernon,

I approve and you may submit with my electronic signature.

Ashlie L. Surur, Esq.
SURUR LAW GROUP
D: 702-909-0838
ashlie@sururlaw.com
www.sururlaw.com

On Thu, Mar 11, 2021 at 2:03 PM Vernon Nelson` <vnelson@nelsonlawfirmly.com> wrote:

Hi All- Here is the proposed judgment. As you will see, I made a mistake when I calculated the lost rental income amount at the hearing. I have corrected it in the proposed judgment.

Let me know if you have any questions/comments, and/or if we have your approval to submit to the Court along with an email indicating your approval.

Thanks

Vernon Nelson

The Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103

Las Vegas, NV 89103

702-476-2500 (Office)

702-525-7884 (Cell)

vnelson@nelsonlawfirmly.com

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Ocwen Loan Servicing, LLC,
7 Plaintiff(s)

CASE NO: A-14-696357-C

8 vs.

DEPT. NO. Department 4

9 Chersus Holdings, LLC,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

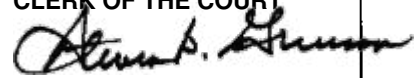
12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 3/22/2021

16 "Robert E. Atkinson, Esq." .	robert@nv-lawfirm.com
17 Alexandria Raleigh .	ARaleigh@lawhjc.com
18 Ashlie Surur .	ASurur@lawhjc.com
19 Brody Wight .	bwight@kochscow.com
20 David R. Koch .	dkoch@kochscow.com
21 Kristin Schuler-Hintz .	dcnv@mccarthyholthus.com
22 NVEfile .	nvefile@wrightlegal.net
23 Paralegal .	bknotices@nv-lawfirm.com
24 Paterno Jurani .	pjurani@wrightlegal.net
25 Staff .	aeshenbaugh@kochscow.com
26	
27	
28	

AA3484

1	Steven B. Scow .	sscow@kochscow.com
2	Thomas N. Beckom .	tbeckom@mccarthyholthus.com
3	Lisa Cox	lcox@wrightlegal.net
4	Aaron Lancaster	alancaster@wrightlegal.net
5	Master Calendering	mail@nelsonlawfirm.lv.com
6	Vernon Nelson	vnelson@nelsonlawfirm.lv.com
7	Vernon Nelson	vnelson@nelsonlawfirm.lv.com
8	Michelle Adams	michellea@nelsonlawfirm.lv.com
9	Legal Assistant	legalassistant@nelsonlawfirm.lv.com
10	Ashlie Surur	ashlie@sururlaw.com
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1 NEO
2 VERNON A. NELSON, JR., ESQ.
3 Nevada Bar No.: 6434
4 THE LAW OFFICE OF VERNON NELSON
5 6787 W. Tropicana Ave., Suite 103
6 Las Vegas, NV 89103
7 Tel.: 702-476-2500
8 Fax.: 702-476-2788
9 E-mail: vnelson@nelsonlawfirmnv.com
10 Attorney for Defendant Chersus Holdings, LLC

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 OCWEN LOAN SERVICING, LLC, a foreign
14 Limited Liability Company,

15 Plaintiff,

16 v.

17 CHERSUS HOLDINGS, LLC, a Domestic
18 Limited Liability Company; First 100, LLC, a
19 Domestic Limited Liability Company;
20 SOUTHERN TERRACE HOMEOWNERS
21 ASSOCIATION, a Domestic Non-Profit
22 Corporation; RED ROCK FINANCIAL
23 SERVICES, LLC, A Foreign Limited Liability
24 Company; UNITED LEGAL SERVICES,
25 INC., a Domestic Corporation; DOES I
26 through X; and ROE CORPORATIONS XI
27 through XX, inclusive

28 Defendant.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,

Counterclaimant,

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,

Counter-Defendants.

Case No.: A-14-696357-C
Dept No.: IV

**NOTICE OF ENTRY OF ORDER
GRANTING JUDGMENT IN FAVOR OF
COUNTERCLAIMANT CHERSUS
HOLDINGS, LLC.**

PLEASE TAKE NOTICE that on the 22nd day of March, 2021, an Order Granting Judgment
In Favor of Counterclaimant Chersus Holdings, LLC was entered on the Court's docket. A copy of

THE LAW OFFICE OF VERNON NELSON
ATTORNEY AT LAW

AA3486

1 said Order is attached hereto.

2 DATED this 22nd day of March, 2021.

3 THE LAW OFFICE OF VERNON NELSON

4 /s/ Vernon Nelson

5 VERNON A. NELSON, JR., ESQ.

6 Nevada Bar No.: 6434

6 6787 W. Tropicana Ave., Suite 103

7 Las Vegas, NV 89130

7 Tel: 702-476-2500

8 Fax: 702-476-2788

8 E-Mail: vnelson@nelsonlawfirmnv.com

9 *Attorney for Defendant Chersus Holdings, LLC*

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EXHIBIT 1

Aaron Lancaster
CLERK OF THE COURT

ORDER

VERNON A. NELSON, JR., ESQ.
Nevada Bar No.: 6434
THE LAW OFFICE OF VERNON NELSON
6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103
Tel.: 702-476-2500
Fax.: 702-476-2788
vnelson@nelsonlawfirmnv.com
Attorney for Chersus Holdings, LLC

DISTRICT COURT

COUNTY OF CLARK, STATE OF NEVADA

OCWEN LOAN SERVICING, LLC, a foreign
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Case No.: A-14-696357-C
Dept No.: IV

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1 appeared for Counter Defendant and Ashlie Surur appearing for Defendant Southern Terrace
2 Homeowner's Association. The Court, having the moving papers, the testimony of witnesses, the
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9 damages pursuant to NRS 42.230.

10 5. As to specific Performance, the COURT ORDERS, Ocwen to comply with any requests
11 from the title company that is hired by Chersus Holdings that are necessary to transfer title.

12 6. As to attorney's fees the COURT FINDS it was reasonable for Ocwen to reject the offer of
13 judgment based on the constant and current flux of law on these foreclosure issues. COURT
14 FURTHER FINDS, attorney's fees are not warranted under NRS Section 18.010(b).

15 IT IS SO ORDERED that Judgment shall be awarded to Counter Claimant Chersus Holding,
16 LLC, and Counter Defendant Ocwen Loan Servicing, LLC Defendants in the amount of SEVENTY-
17 NINE THOUSAND ONE HUNDRED SEVENTY-TWO AND 17/100 (\$79,172.17) is hereby entered
18 as follows:
19

20 1. The principal amount due and owing to Plaintiff for lost rent in the amount of
21 SEVENTY-SIX THOUSAND SIX HUNDRED FIFTY AND 00/100 DOLLARS (\$76,650.00).
22

23 2. Costs and disbursements in the amount of ONE THOUSAND THREE HUNDRED
24 SIXTY-FOUR AND 60/100 DOLLARS (\$1,364.60).

25 3. For a total judgment of SEVENTY-NINE THOUSAND ONE HUNDRED SEVENTY-
26 TWO AND 17/100 (\$79,172.17)
27
28

4. This Judgment shall bear interest at the Nevada statutory rate from the entry of the Judgment until paid in full.

~~DATED this _____ day of March, 2021~~

Dated this 22nd day of March, 2021


DISTRICT COURT JUDGE

Respectfully submitted by:

E2A 5FD 62AF EAC6
Nadia Krall
District Court Judge

LAW OFFICE OF VERNON NELSON, PLLC

/s/ Vernon A. Nelson, Jr., Esq.
VERNON A. NELSON, JR., ESQ.
Nevada Bar No. 6434
6787 W. Tropicana Ave., Suite 103
Las Vegas, NV 89103
Tel: 702-476-2500
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Attorneys for Plaintiff

Approved as to form:

SURUR LAW GROUP

WRIGHT FINLAY & ZAK

/s/ Ashlie L. Surur
ASHLIE L. SURUR, ESQ.
Nevada Bar No. 11290
561 Ivy Spring St.
Las Vegas, NV 89138
Attorneys for Southern Terrace
Homeowners Association

NO RESPONSE FROM COUNSEL
Aaron Lancaster, Esq.
Nevada Bar No.
7785 W. Sahara Ave., Suite 200
Las Vegas, NV 89117
Attorneys for Ocwen Holdings, LLC

Ana Brady

From: Ashlie Surur <ashlie@sururlaw.com>
Sent: Monday, March 15, 2021 1:13 PM
To: Vernon Nelson`
Cc: Aaron D. Lancaster; Ana Brady; Paula Keller
Subject: Re: Proposed Judgment

Hi Vernon,

I approve and you may submit with my electronic signature.

Ashlie L. Surur, Esq.
SURUR LAW GROUP
D: 702-909-0838
ashlie@sururlaw.com
www.sururlaw.com

On Thu, Mar 11, 2021 at 2:03 PM Vernon Nelson` <vnelson@nelsonlawfirmly.com> wrote:

Hi All- Here is the proposed judgment. As you will see, I made a mistake when I calculated the lost rental income amount at the hearing. I have corrected it in the proposed judgment.

Let me know if you have any questions/comments, and/or if we have your approval to submit to the Court along with an email indicating your approval.

Thanks

Vernon Nelson

The Law Office of Vernon Nelson

6787 W. Tropicana Ave., Suite 103

Las Vegas, NV 89103

702-476-2500 (Office)

702-525-7884 (Cell)

ynelson@nelsonlawfirmly.com

1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA
4

5
6 Ocwen Loan Servicing, LLC,
7 Plaintiff(s)

CASE NO: A-14-696357-C

8 vs.

DEPT. NO. Department 4

9 Chersus Holdings, LLC,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

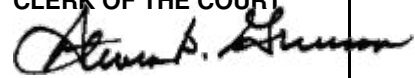
12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Order was served via the court's electronic eFile system to all
14 recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 3/22/2021

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1 NOAS

2 WRIGHT, FINLAY & ZAK, LLP

3 Aaron D. Lancaster, Esq.

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9 Attorneys for Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC

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**DISTRICT COURT
CLARK COUNTY, NEVADA**

OCWEN LOAN SERVICING, LLC, a foreign
Limited Liability Company,
Plaintiff,

vs.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company; FIRST 100, LLC,
a Domestic Limited Liability Company;
SOUTHERN TERRACE HOMEOWNERS
ASSOCIATION, a Domestic Non-Profit
Corporation; RED ROCK FINANCIAL
SERVICES, LLC, a Foreign Limited Liability
Company; UNITED LEGAL SERVICES,
INC., a Domestic Corporation; DOES I
through X; and ROE CORPORATIONS XI
through XX, inclusive,
Defendants.

CHERSUS HOLDINGS, LLC, a Domestic
Limited Liability Company,
Counterclaimant,

vs.

OCWEN LOAN SERVICING, LLC, a Foreign
Limited Liability Company,

Counter-Defendants.

Case No.: A-14-696357-C

Dept. No.: IV

NOTICE OF APPEAL

PLEASE TAKE NOTICE that Plaintiff/Counter-Defendant, Ocwen Loan Servicing, LLC hereby appeals to the Supreme Court of Nevada (1) Findings of Fact, Conclusions of Law and Order filed on May 6, 2019; (6) Notice of Entry of Order filed on May 7, 2019; (3) Order Denying Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for

1 Reconsideration Pursuant to NRCP 59 and 60 filed on February 20, 2020, (4) Notice of Entry
2 entered on February 20, 2020, (5) Order Granting Judgment in Favor of Counterclaimant
3 Chersus Holdings, LLC filed on March 22, 2021; (6) Notice of Entry of Order Granting
4 Judgment in Favor of Counterclaimant Chersus Holdings, LLC filed on March 22, 2021; (7) and
5 all orders rendered final thereby.

6 DATED this 23rd day of March, 2021.

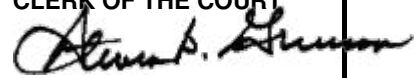
7 WRIGHT, FINLAY & ZAK, LLP
8 /s/ Aaron D. Lancaster
9 Aaron D. Lancaster, Esq.
10 Nevada Bar No. 10115
11 7785 W. Sahara Ave., Suite 200
12 Las Vegas, Nevada 89117
13 Attorney for Plaintiff/Counter-Defendant, Ocwen
14 Loan Servicing, LLC

15 **CERTIFICATE OF SERVICE**

16 Pursuant to N.R.C.P. 5(b), I certify that I am an employee of WRIGHT, FINLAY &
17 ZAK, LLP, and that on this 23rd day of March, 2021, I did cause a true copy of **NOTICE OF**
18 **APPEAL** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to
19 NEFCR 9, addressed as follows:

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29 /s/ Lisa Cox
30 An Employee of WRIGHT, FINLAY & ZAK, LLP



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

OCWEN LOAN SERVICING, LLC,)
)
Plaintiff,)
)
vs.)
)
CHERSUS HOLDINGS, LLC,)
)
)
Defendant.)
)
AND RELATED PARTIES)

CASE NO. A-14-696357-C
DEPT NO. IV

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE NADIA KRALL, DISTRICT COURT JUDGE

THURSDAY, MARCH 4, 2021

RE: PROVE UP

APPEARANCES:

FOR THE PLAINTIFF: AARON D. LANCASTER, ESQ.

FOR SOUTHERN TERRANCE HOA: ASHLIE L. SURUR, ESQ.

FOR CHERSUS HOLDINGS: VERNON A. NELSON, ESQ.

RECORDED BY: STACEY RAY, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

I N D E X

Opening statement for Chersus Holdings by Mr. Nelson 10

WITNESSES FOR CHERSUS:

JAGDISH MEHTA

Direct Examination by Mr. Nelson 25

Cross-Examination by Mr. Lancaster 33

JOHN ZIMMER

Direct Examination by Mr. Nelson 45

1 **LAS VEGAS, CLARK COUNTY, NEVADA, MARCH 4, 2021, 10:17 A.M.**

2 * * * * *

3 THE CLERK: Case Number A696357 Ocwen Loan Servicing
4 versus Chersus Holdings.

5 THE COURT: Thank you.

6 MR. NELSON: Good morning, Your Honor. Vernon Nelson
7 for plaintiffs.

8 THE COURT: Good morning.

9 MR. LANCASTER: Good morning, Your Honor. Aaron
10 Lancaster on behalf of Ocwen Loan Servicing.

11 MS. SURUR: Good morning, Your Honor. Ashlie Surur
12 for Southern Terrance.

13 MR. NELSON: And, Your Honor, I have my client
14 representative Jagdish Mehta on the phone and our witness John
15 Zimmer, although I don't see John (video interference).

16 THE COURT: If the clerk can just swear in the
17 witnesses to start.

18 MR. NELSON: There's John.

19 THE CLERK: Please raise your right hands.

20 MR. NELSON: John, raise your right hand.

21 **JOHN ZIMMER**

22 [Having been called as a witness was first duly sworn.]

23 **JAGDISH MEHTA**

24 [Having been called as a witness was first duly sworn.]

25 THE CLERK: Okay. Mr. Zimmer, please state and spell

1 your first and last name for the record.

2 MR. NELSON: John Zimmer.

3 THE CLERK: Please spell your first and last name.

4 MR. NELSON: Your Honor, this is -- oh. Sorry.

5 THE WITNESS: John Zimmer.

6 THE CLERK: How do you spell your last name?

7 THE WITNESS: Z-i-m-m-e-r.

8 THE CLERK: Okay. And then the other witness, please
9 state and spell your first and last name.

10 THE WITNESS: Jagdish Mehta. J-a-g-d-i-s-h, last
11 name Mehta, M-e-h-t-a.

12 THE CLERK: Thank you.

13 THE COURT: Okay. This is a motion for a prove-up
14 hearing on damages, attorney's fees, costs and specific
15 performance.

16 I have read everything, and I have a few questions
17 first. One, I want to go over the issues of costs, that the
18 memorandum of costs was filed in October, but that the judgment
19 was in May, and there was five days to file that. So if we can
20 just start with that issue first, I just want to go issue by
21 issue, and I want to start with costs first.

22 MR. NELSON: My understanding, Your Honor, was that
23 that was all going to be part of the -- Judge Earley included
24 all of that in the motion. We were going to come back for this
25 hearing, which was anticipated to be within 30 days. That did

1 not happen because the other side filed a motion for
2 reconsideration, and it took over a year for that to get heard.
3 But that was all, if you read the order, it says all that was
4 going to be resolved at the same time.

5 THE COURT: So you filed your memorandum of costs
6 within five days of her order for motion of reconsideration?

7 MR. NELSON: No. No. No. This -- we had -- she
8 granted the motion for summary judgment, but we needed have a
9 prove-up hearing as to our damages, right, and that was going
10 to include a presentation of attorney's fees and a presentation
11 of the client's damages, and it specifically mentioned
12 memorandum of costs.

13 THE COURT: She wanted the memorandum of costs during
14 the prove-up hearing is what you're telling me?

15 MR. NELSON: Yes.

16 THE COURT: Okay. Okay. I'll accept your
17 representations.

18 Does Chersus have possession of the house?

19 MR. NELSON: No.

20 THE COURT: You do not. Okay.

21 MR. NELSON: (Indiscernible) a brief overview is
22 that, you know, Chersus got the -- there was a, you know, the
23 Court ordered -- the Court entered its order in favor of
24 Chersus on May 7th.

25 At the time we knew that there was somebody in the

1 house. I had asked prior counsel if they could find out
2 whether that was a tenant or, you know, an unlawful occupant.
3 We never got a response to that. So then they filed a motion
4 for reconsideration, and, you know, without knowing, you know,
5 who -- you know, whether that person who was on lease was the
6 occupant or not and that the motion was pending, you know, the
7 client decided to wait until the Court ruled on that motion.

8 And then by the time that the Court ruled on the
9 motion and we hired -- we issued subpoenas to, you know, to
10 call the witnesses in and find out, you know, whether they
11 really are on that lease agreement, defendant's counsel
12 objected to that, but, you know, we did confirm that they
13 denied a lease agreement. So we started the eviction process
14 of, you know, that was right in the middle of COVID. So we got
15 no opportunity to get personnel. We finally got an order on
16 March 1st, but now we're being told that they're not going to
17 execute on it until March 31st because of the government's
18 order.

19 THE COURT: Okay. All right. Those were just some
20 preliminary questions that I had.

21 MR. LANCASTER: Your Honor, could I address those
22 questions real quickly?

23 THE COURT: Of course. Could you just state your
24 name and put your bar number on so the clerk can know who's
25 speaking.

1 MR. LANCASTER: Yes, Your Honor. This is Aaron
2 Lancaster, Bar Number 10115.

3 Regarding the Court's first question related to the
4 bill of costs, we did file our objection. And obviously our
5 Number 1 issue that we raised is that it was filed, you know,
6 five months after the entry of judgment. It certainly wasn't
7 within five days of entry of judgment.

8 If you look at the order, there's no way, nowhere in
9 the order where it provides Chersus to be able to come forward
10 and file their bill of costs at any time. In fact, if you want
11 to look at it on page 32, the order says within 45 days of the
12 notice of entry of this order Chersus shall file its memorandum
13 of costs and motion for attorney's fees. There's nothing in
14 there that allows them to have months and months to just sit on
15 it and not do anything. And so we briefed that, and we believe
16 that it's inappropriate to seek costs at such a late period of
17 time.

18 Regarding the occupancy of the property, the
19 occupants are the tenants that Chersus placed in the property.
20 They know who they are. They have a contract with them. It
21 may have expired by now, but it's the tenants that they have --
22 they have a signed lease agreement with.

23 Ocwen hasn't done anything with the property. The
24 tenants have been in there the whole time. Chersus has their
25 communication, their contact information. They were their

1 specific tenant. And so kind of the assertion that they don't
2 know what's going on with the property I feel like it is a
3 little misleading if not a lot and the fact that it's their
4 tenants in there. It's not Ocwen's. Ocwen hasn't had any
5 correspondence or communications with those individuals.

6 So I just wanted to address those issues as the Court
7 pointed those out and give our opinion and what the facts have
8 said and what Chersus has said related to those tenants and
9 their bill of costs for the record. Thank you, Your Honor.

10 THE COURT: Thank you.

11 MR. NELSON: Your Honor, if I may, Vernon Nelson,
12 6434.

13 You know, it would've been great if we had those
14 answers back in May of 2019. And we didn't get those answers
15 back in May of 2019. And, you know, we had -- we didn't own
16 the property for two years. How were we supposed to know who
17 was still in there? You know, if it's that simple, why didn't
18 they just give us that answer in 2019?

19 MR. LANCASTER: And, Your Honor, this is Aaron
20 Lancaster, 10115.

21 It was their tenants. They had the contact
22 information. They could have contacted them.

23 (Parties talking over each other.)

24 MR. LANCASTER: Counsel, there's deposition testimony
25 that they received rents for multiple years after the

1 foreclosure. And they had constant communication with them
2 during that time. And so to all of a sudden act like I'm blind
3 and I don't know who's in the property when they put the people
4 in the property, they collected rents from the people in the
5 property for over two years and then to feel like all of a
6 sudden we don't know who's in the property, and we don't have a
7 way to figure it out. They have their contact information.

8 Ocwen had zero information related to them, and it
9 was litigated in the case to see about the order of the --
10 where the Court would go related to the HOA stuff because that
11 was constantly in flux for the last three to four years.

12 Thank you.

13 THE COURT: Thank you. Okay.

14 MR. NELSON: Your Honor, the -- you know, they
15 foreclosed on the house in December of 2016. Okay. So we had
16 no reason to go to the house at that point, you know. We knew
17 that the -- you know, so for two years we have to go and check
18 and see if, you know, the same old tenants are there? That's
19 not -- you know, that's not a reasonable request upon (video
20 interference). We're just supposed to assume that's what
21 happened? You know, if it's that simple, why didn't they just
22 tell us?

23 THE COURT: Okay. This is what I'm going to do. The
24 staff has to take a break every 90 minutes, and we've been
25 going 90 minutes. So we're just going to take a quick 5-minute

1 break, and then we will proceed with the prove-up hearing for
2 Chersus to go first.

3 Is that okay with the parties?

4 MR. NELSON: Yes, Your Honor. Thank you.

5 THE COURT: All right. We'll be back in 5 minutes.
6 Proceedings recessed at 10:27 a.m., until 10:33 a.m.)

7 (Pause in the proceedings.)

8 THE COURT: Okay. Do you want to recall the case.

9 THE CLERK: Case Number A696357, Ocwen Loan Servicing
10 versus Chersus Holdings.

11 THE COURT: Okay. Chersus, please proceed.

12 Are you unmuted?

13 MR. NELSON: I'm done. I'm back. I was -- I had to
14 step away for a second.

15 THE COURT: Okay. Great. Are you ready to proceed?

16 MR. NELSON: Yes, Your Honor. And I think, before I
17 do, if it's okay with you, I'd like to make a kind of an
18 opening statement if it helps. It will put it Mr. Mehta's and
19 Mr. Zimmer's testimony in context.

20 THE COURT: Of course.

21 MR. NELSON: Okay.

22 **OPENING STATEMENT FOR CHERSUS HOLDINGS**

23 MR. NELSON: Chersus submits and the evidence will
24 show that it is entitled to compensatory damages and punitives
25 plus statutory damages, attorney's fees based on the amounts

1 proven at this hearing.

2 Chersus also submits that it is entitled to certain
3 (video interference) specific points and/or to have -- require
4 Ocwen to cooperate with Chersus in efforts to give full effect
5 to the Court's orders in favor of Chersus.

6 For example, the Court found that Chersus held fee
7 simple title. Chersus needs to be able to get a (video
8 interference) policy that allows it to be able to transfer the
9 property with marketable title. And if, you know -- the title
10 company on the part of Ocwen to participate in that process, we
11 think that the Court should order them to do so.

12 And so as a bit of background by the way of the
13 Court, this matter relates to 5946 Lingerin Breeze Street.
14 The property is part of the CC&Rs for Southern Terrance
15 Association.

16 Homeowners failed to pay the HOA dues. The HOA
17 commenced a foreclosure sale pursuant to 116. Breach of all
18 levels recorded. First 100 closed on the property. And it
19 eventually sold the property to Chersus.

20 Ocwen gave notice that it was going to foreclose on
21 the property, and First 100 specifically sent a letter to them
22 explaining that, you know, that that mortgage had been
23 discharged by the sale, and they have had every opportunity,
24 you know, if they felt that -- if they thought that the first
25 mortgage had not been discharged, they could have applied for

1 declaratory judgment. They didn't have to take possession of
2 the property, which was wrongful, and, you know, the Court made
3 specific findings about that being wrongful.

4 So the Court granted summary judgment in favor of
5 Chersus and dismissed Ocwen's motion -- or denied motions --
6 Ocwen's motion for summary judgment, and the Court ordered that
7 we would have this follow-up hearing for partial summary
8 judgment to prove up the damages on those claims. And for our,
9 you know, authorizing Chersus to file a memorandum of costs and
10 motion for attorney's fees.

11 And as I pointed out in our brief, all of that was
12 stayed when they filed their motion to, you know, for
13 reconsideration. And we cited a case that -- I can't find it
14 right at this moment, but it's in our brief where the, you
15 know, when you file -- when somebody files a motion for
16 reconsideration, it stays the 20 days that you have to file for
17 attorney's fees. And the evidence is going to show that, you
18 know, we were constantly trying to get this handled, but the
19 Judge would not schedule it until she made a ruling on the
20 motion for reconsideration.

21 THE COURT: Just take me back to the actual facts.
22 There was an HOA foreclosure sale. And who purchased it?

23 MR. NELSON: A company called First 100.

24 THE COURT: First 100. And First 100 sold it to who?

25 MR. NELSON: Chersus, my client.

1 THE COURT: And then how did Ocwen become a party to
2 this?

3 MR. NELSON: They -- the Court made a ruling. They
4 were both represented by Cooper Castle. You know, and the
5 Court found that they collaborated to, you know, arranged for
6 the foreclosure of the property. I think GMAC had the mortgage
7 and, you know, it was all -- it was a foreclosure and Ocwen
8 purchased it. But, you know, everybody, both parties knew that
9 that first mortgage had been, you know, arguably -- I mean, I
10 understand the law wasn't settled at this time, but, you know,
11 it was, you know, it was a clean foreclosure.

12 And then they were put on notice that that's what it
13 was considered to be and that their mortgage was discharged.
14 And, you know, they should have done what they've done in many
15 other cases is go for a quiet-title action before they
16 foreclose on the property. They didn't -- it should have
17 been -- you know, didn't have a right to just come in and take
18 the property from my client. And the Judge, if you look at the
19 work, she's made specific findings about that.

20 THE COURT: So Chersus owned the property first?

21 MR. NELSON: Did Chersus own the property? Before
22 who?

23 THE COURT: Before -- who owned the property of the
24 HOA foreclosure sale?

25 MR. NELSON: A husband and wife borrower, like, you

1 know.

2 THE COURT: Okay. Regular --

3 MR. NELSON: I don't have their names in front of me.

4 THE COURT: So homeowners --

5 MR. LANCASTER: Your Honor, this is Aaron Lancaster,

6 Bar Number 10115. Maybe I can clarify and just kind of

7 summarize what the facts are related to conveyances.

8 So the HOA sale happened May 29th, 2013. Ocwen

9 conducted its own foreclosure sale December 20th, 2013.

10 There was a deed of sale -- or excuse me, there was a

11 trust fees deed upon sale memorialized in Ocwen's foreclosure

12 that was recorded with the county January 7th, 2014. There

13 was a deed of sale to Chersus dated and recorded, right, it was

14 recorded January 13, 2014. So the Ocwen sale predated the sale

15 of Chersus.

16 THE COURT: So --

17 MR. NELSON: They just couldn't get it recorded.

18 THE COURT: So Ocwen sold --

19 MR. NELSON: And the sale happened prior to that.

20 THE COURT: Ocwen sold the home to Chersus?

21 MR. NELSON: No. Ocwen -- the GMAC had the mortgage.

22 And I don't know the relationship between them, but there

23 was -- you know, Ocwen purchased it at the foreclosure sale.

24 MR. LANCASTER: Your Honor, this is Aaron Lancaster,

25 Bar Number 10115.

1 So Ocwen is the servicer on behalf of the investor,
2 whoever held the deed of trust, the beneficiary.

3 THE COURT: Right. I get that.

4 MR. LANCASTER: So when Ocwen -- when Ocwen did that
5 foreclosure sale, title went to Ocwen Loan Servicing as the
6 servicer on behalf of the beneficiary on the deed of trust.

7 Ocwen hasn't done anything with the property or
8 conveyed the property to anybody since that point.

9 THE COURT: So Ocwen as the servicer sold the
10 property to Chersus?

11 MR. LANCASTER: No.

12 MR. NELSON: No. No. Chersus (video interference)
13 is, and as the Judge found, that when First 100 conducted the
14 HOA sale, or when they -- or I'm sorry, First 100 purchased the
15 property at the HOA sale, it had the effect of discharging the
16 first mortgage. So a subsequent foreclosure was improper
17 because that deed, that first deed of trust had already been
18 extinguished.

19 THE COURT: Okay. So the HOA foreclosure sale
20 happened in 2013. First 100 is the one who bought it at the
21 time?

22 MR. NELSON: Can you hold on just one second, Your
23 Honor. I'm sorry. There's somebody, you know, doing some
24 construction in the next room I've got to tell them to stop.

25 THE COURT: Okay.

1 (Pause in the proceedings.)

2 MR. NELSON: I'm sorry about that.

3 THE COURT: That's okay.

4 So Ocwen is a servicer for the beneficiary of the
5 deed of trust. That's normal. It happens all the time. But
6 I'm just trying to get -- I mean, this case has obviously been
7 going on for years, but there was an HOA foreclosure sale where
8 First 100 sold the home?

9 MR. NELSON: Right. They were the winning bidder.
10 They were the winning bidder.

11 The HOA sold it in the HOA foreclosure.

12 THE COURT: And the HOA was First 100?

13 MR. NELSON: No. The HOA -- the HOA was Southern
14 Terrance.

15 THE COURT: Okay. And so Southern --

16 MR. NELSON: Their agent conducted the foreclosure
17 sale.

18 THE COURT: So Southern Terrance --

19 MR. NELSON: First 100 was the high bidder at the HOA
20 foreclosure sale.

21 THE COURT: Okay. And then they --

22 MR. NELSON: They subsequently sold the property to
23 Chersus.

24 THE COURT: And First 100 claimed that the deed of
25 trust was discharged?

1 MR. NELSON: Yes.

2 THE COURT: Okay.

3 MR. NELSON: And that's one of the dangers of
4 being -- you know, when they started, when they filed notices
5 indicating that they were going to start this foreclosure
6 process, First 100 sent them a letter saying, you know, this
7 already went through an HOA sale. You're, you know, under SFR,
8 your first lien, your deed of trust was extinguished.

9 MR. LANCASTER: Your Honor, SFR was not ruled upon
10 for a year and a half after that happens. So that's certainly
11 not an accurate representation. That's --

12 THE COURT: So what happened --

13 MR. LANCASTER: Sorry.

14 THE COURT: How did Ocwen get into this if HOA did an
15 HOA sale to First 100. First 100 sold it to Chersus. Does
16 everyone agree on that?

17 MR. NELSON: Yes.

18 MR. LANCASTER: Yes, Your Honor.

19 THE COURT: Where does Ocwen come in, in that
20 process?

21 (Parties talking over each other.)

22 MR. LANCASTER: Ocwen as the -- or as the servicer
23 conducted its separate foreclosure sale in the end of 2013
24 after the HOA foreclosure sale that transferred title to First
25 100 for a winning bid of \$99.

1 And so at the end of 2000 --

2 MR. NELSON: That's not accurate.

3 THE COURT: All right. State your name at -- okay.

4 First of all, we have to state our name and our bar number
5 whenever we speak. And so we're just going to go one at a
6 time.

7 So this is Mr. Nelson's motion. So the first -- so
8 he can go first.

9 The first foreclosure sale happened when the HOA sold
10 it to First 100, and then First 100 sold it to Chersus?

11 MR. NELSON: Correct.

12 THE COURT: Then Ocwen conducted its own separate
13 foreclosure sale and sold it to who?

14 MR. NELSON: No. Ocwen purchased the property at the
15 foreclosure sale from GMAC.

16 THE COURT: How?

17 MR. NELSON: Because GMAC -- GMAC had the first
18 mortgage.

19 MR. LANCASTER: Your Honor, this is Aaron Lancaster,
20 Bar Number 10115.

21 Ocwen was the servicer on behalf of the investor, and
22 they're the ones that precipitated the foreclosure sale.
23 Through that foreclosure sale, on behalf of the investor, they
24 took title with a credit bid on that property.

25 THE COURT: After Chersus had purchased it?

1 MR. LANCASTER: No. That sale occurred prior to the
2 deed transferring title from First 100 to Chersus by about a
3 month, Your Honor.

4 MR. NELSON: And recording happened after that. The
5 sale happened before.

6 THE COURT: So --

7 MR. NELSON: The said Chersus acquired the property
8 in October.

9 THE COURT: Okay. So Chersus acquired the property
10 in October. They paid for the property in October, and then
11 Ocwen recorded its own foreclosure sale in November?

12 MR. NELSON: In December.

13 THE COURT: December.

14 MR. NELSON: Late December, Your Honor, after, you
15 know, after receiving notice from First 100, you know, that,
16 you know, that their deed of trust had been extinguished at the
17 HOA foreclosure sale.

18 THE COURT: Okay. And then the trial court
19 determined that the deed of trust was, in fact, extinguished
20 and that Ocwen's foreclosure was erroneous?

21 MR. NELSON: Right. And that they, you know, that
22 they -- it was not only erroneous, it was wrongful, that they
23 shouldn't have, you know -- that they should have -- if they
24 felt that they, you know, if they had a dispute about whether
25 their deed of trust had been extinguished, they could have, you

1 know, filed for declaratory relief. They did not, you know,
2 they had no -- they had no basis for taking possession of the
3 property.

4 THE COURT: Okay. I understand what's going on now.
5 Thank you. Okay. Thank you for that history.

6 Mr. Nelson, go ahead.

7 MR. NELSON: So, Your Honor, you know, the Court's
8 order went into -- the notice of entry and the order was on
9 May 7th, 2019. And at that point we understood we had about 30
10 days to file a motion for this prove up. And as we were
11 working on it, you know, we came up, you know, we started to do
12 the research, you know. But when they filed their motion to
13 stay, it had -- I'm sorry. When they filed their motion to
14 reconsider, it had the effect of staying the Court's order.
15 And that's per Barbara Ann Hollier Trust versus Shack, 356P.
16 3D 1085, page 1089, Nevada Supreme Court 2015.

17 And, you know, the proof is in the pudding. You
18 know, that's why it's taken so long to actually, you know, it's
19 been, you know, two years now, since, you know, we got that
20 judgment and, you know, we haven't been able to get this
21 hearing on. So --

22 THE COURT: Understood. Please proceed.

23 MR. NELSON: So just for, and I'm sorry for filing so
24 late, but I think now that I've printed out a copy of the
25 docket to include it as a request for judicial notice, I mean,

1 there's just so much that happened in the case.

2 THE COURT: I have the printed docket in front of me.

3 MR. NELSON: Okay. Okay. So, you know, you know, we
4 just couldn't -- we certainly and we have done so, you know, we
5 kind of to say, you know, like as of -- hold on.

6 We were able to, you know, calculate how much, you
7 know, [video interference] the property. The tenant continued
8 to pay the lease to us until 2016, the end of 2016. So there
9 were two months in 2016 where we did not receive rent. 2017,
10 we did not receive rent. 2018, we did not receive rent. And
11 we did not receive rent, you know, from May and, you know, by
12 the time [indiscernible], you know, there was -- you know, we
13 didn't get any -- we didn't receive any rent through May. So
14 perhaps the earliest we could have gotten the property back in
15 our possession was June. But, you know, that did not happen
16 because they filed a motion for reconsideration, and the Court
17 would not let us move forward with this prove-up hearing while
18 that was pending.

19 So, you know, Mr. Mehta will testify that he did not,
20 you know, he has not collected any rent on this property since
21 the Court's order of May 7th. You know, hopefully now we're at
22 the point where we can do that. You know, hopefully on May
23 31st -- March 31st the constable will evict the tenant, or
24 the occupant I should say.

25 So the Court (telephonic interference) hold on. I'm

1 sorry.

2 THE COURT: Why was the rent stop being paid in
3 November of 2016? What happened at that time?

4 MR. NELSON: There was a -- it was a three-year
5 lease, and the lease expired.

6 THE COURT: Okay.

7 MR. NELSON: And the clients -- the tenants found out
8 about the foreclosure, and they would not -- they would not --
9 declined signing the lease with Chersus.

10 THE COURT: Thank you.

11 MR. NELSON: So, Your Honor, so in calculating, you
12 know, preparing for this case, we need to identify, you know,
13 the measure of damages for wrongful foreclosure, which is set
14 forth in, you know, based on a normal foreclosure, Chersus is
15 entitled to recover all money (video interference) proximately
16 caused by Ocwen's wrongful foreclosure. And we cited Miles
17 versus Deutsche Bank National Trust, 186 Cal Reporter 3d 625,
18 2015, which references Collins versus Union Federal Savings and
19 Loan Association, 99 Nevada 84 -- 284, 1983.

20 The damages -- such damages include lost equity in
21 the property and moving expenses, lost rental income, damage to
22 credit, emotional distress, property damage and punitive
23 damages.

24 THE COURT: I want to go back to the loss of rental
25 income because in your motion on page 4 it talks about years

1 2014 to 2019. Obviously '20 and '21 hadn't happened yet when
2 you filed this two years ago.

3 MR. NELSON: Right.

4 THE COURT: But why is there lost rent for '14,
5 '15 and 12 months of '16 when you stated --

6 MR. NELSON: Your Honor, my client filed a second
7 declaration. He has a -- you know, he's being -- he runs
8 several businesses and has several properties. And he has a
9 property manager that operates this. And as we were preparing
10 for the January 7th -- the prove-up hearing was supposed to
11 be initially in November of 2019. And then it got bumped to
12 January 7th of 2020. And as we were preparing for it on the
13 January 7th hearing, he came across and met with the property
14 manager, and the property manager advised him about that lease.
15 And as soon as we, you know, as soon as he was aware of it,
16 we -- that's why we filed the second declaration to make sure
17 that was disclosed. So we're not -- we're no longer seeking
18 any rent for anything prior to the last two months of 2016.

19 THE COURT: Okay. And how much are you seeking from
20 the last two months of 2016 to the present?

21 MR. NELSON: So there are -- it was \$1200 a month for
22 the -- hold on. (Indiscernible) have to try to figure out
23 which document you're supposed to be looking at.

24 THE COURT: I understand. It's okay.

25 MR. NELSON: Yeah. So in -- so the lease that they

1 had with the Sanchez family, the one that we disclosed and
2 said, okay, we -- we got paid rent on that through 2016, that
3 was for 1175 a month. Okay. We engaged Mr. Zimmer to help us
4 determine what the rental amounts would be for after that
5 period, and (indiscernible) was that in -- so in 2016, the rent
6 would have been -- should have been 1200. So we figure two
7 months for the 1200 for 2016, and --

8 MR. LANCASTER: Your Honor, this is Aaron Lancaster,
9 Bar Number 10115.

10 We object to any evidence by Mr. Zimmer. He wasn't
11 disclosed as a witness through discovery, wasn't disclosed as
12 an expert witness. Discovery on this closed back in July
13 of 2018. We haven't had a chance to have a rebuttal expert.
14 This is, you know, the first that we've had a chance to even
15 see who he is.

16 THE COURT: Well --

17 MR. NELSON: This motion has been pending for two
18 years, and they had no chance to conduct discovery; right?

19 MR. LANCASTER: Discovery had closed, Your Honor.
20 (video interference.)

21 (Parties talking over each other.)

22 MR. NELSON: Discovery had closed in the main case.
23 The prove up of our damages, that was a different matter.

24 THE COURT: The objection is overruled.

25 Please proceed.

1 MR. NELSON: So, Your Honor, it was 1300. So it
2 would be 2400 for --

3 THE COURT: What's the total amount that you're
4 claiming in lost rent?

5 MR. NELSON: Hold on one second. Bear with me.
6 (video interference). Sorry. But it's -- give me one second
7 to calculate it here.

8 THE COURT: Oh, or if Mr. Zimmerman (sic) is going to
9 testify to that, that's fine.

10 MR. NELSON: Yeah. (Indiscernible), yes.

11 THE COURT: Okay. All right.

12 You can call your first witness.

13 MR. NELSON: Pardon me?

14 THE COURT: You can call your first witness.

15 MR. LANCASTER: Okay. Then I'd like to call
16 Mr. Mehta, Your Honor.

17 THE COURT: All right. Thank you.

18 Please proceed.

19 **JAGDISH MEHTA**

20 (having been called as a witness and previously sworn,
21 testified as follows:)

22 (Pause in the proceedings.)

23 / / /

24 DIRECT EXAMINATION

25 BY MR. NELSON:

1 Q Mr. Mehta, are you currently employed?

2 A Yes.

3 Q And who are you employed by?

4 A University of Nevada, Las Vegas, UNLV.

5 Q Okay. What is your relationship to Chersus?

6 A I am the manager of the (video interference) company
7 and a part owner.

8 Q Okay. And what is Chersus's business?

9 A Investments. [Indiscernible] and stocks and bonds
10 investments.

11 Q Okay. And you're the person from Chersus who is most
12 familiar with this case; correct?

13 A Yes.

14 Q All right. And you were designated as the 30(b)(6)
15 witness in this case, and you gave a deposition; correct?

16 A Yes.

17 Q Did you testify about the value of the improvements
18 made to the property in your deposition?

19 A Yes.

20 Q Okay. Are you aware that the Court granted summary
21 judgment in favor of Chersus in 2019?

22 A Yes.

23 Q Okay. Do you know, was the property occupied in
24 2019?

25 A I think we figured it out. It seemed like it was

1 occupied. It seemed like there was some people and some cars
2 in the parking lot once in a while, but that's it.

3 Q Okay. And you -- you told me about that before the
4 hearing; correct?

5 A Yes.

6 Q And what did I tell you I would do with that
7 information?

8 A [Indiscernible] and try to do whatever was proper at
9 that time.

10 Q Okay. Did I ever -- did I report back to you what I
11 was able to find out, if they were tenants or if they were
12 unlawfully occupying the property?

13 A Not that I can remember.

14 Q Right. Okay. So the order that is, you know, when
15 the Court ordered -- entered its order on May 6th, we had the
16 order provided, and we were going to have this prove-up hearing
17 in 30 days. That did not happen; correct?

18 A Correct.

19 Q And do you remember why it did not happen?

20 A Because of the reconsideration motion filed by the
21 prior Court.

22 Q Okay. And did you try to take any action in 2019 to
23 determine the status of the occupants?

24 A We could -- we could not figure out what was
25 happening. We weren't allowed to go into this apartment, go

1 into the house. And from outside, it was very little that we
2 could figure out.

3 Q Okay. And Ocwen didn't provide us with any
4 information; correct?

5 A Right.

6 Q Okay. Did -- do you -- so do you remember when the
7 Court actually resolved the motion for reconsideration?

8 A I think it was sometime in 2020 or [indiscernible]
9 2020, February or March.

10 Q Okay. So after the, you know, after the motions for
11 reconsideration was cited, you tried -- did you try to
12 determine who the occupants were?

13 A We tried and it didn't work out.

14 Q Right.

15 A Couldn't figure it out.

16 Q But you recall we issued subpoenas for them to appear
17 in my office?

18 A Yes.

19 Q Okay. Do you know whether they ever appeared in my
20 office?

21 A I don't think they did. So I don't know.

22 Q Okay. Do you recall that I told you that Ocwen had
23 attempted to do subpoenas, but we were able to determine that
24 the occupants did not have a lease with Ocwen?

25 A Yes.

1 Q Okay. So that was right around mid March or April;
2 correct?

3 A Correct.

4 Q 2020?

5 A Uh-huh. Yes. Yes.

6 Q Okay. And do you recall that the governor had put an
7 order in place banning evictions at that time?

8 A Yes. Yes. For sure.

9 Q And do you recall I first told you that we were then
10 unable to take possession of the property or, you know, to --
11 that there was talk about lifting the ban on the evictions
12 sometime around September or October 2020?

13 A Yes. Yes.

14 Q Okay. And did we -- did you instruct us to take
15 action to evict the tenant?

16 A Yes. Yes. Yes, I did.

17 Q Right. And have we been able to do that yet?

18 A No. Not recently [indiscernible] last week.

19 Q Right. And has that been because the order had gone
20 into effect and out of effect?

21 A Yes.

22 Q Okay. And -- but you know now that there's an order,
23 and it's currently anticipated that the order will be
24 executed -- the constable will execute the order after March
25 31st?

1 A Yes.

2 Q So have you had -- have you been able to take
3 possession of the property or rent it at all since May 2019?

4 A No.

5 Q Okay. Have you received any rental payments at all
6 since May of 2019?

7 A No.

8 Q Did you -- in addition to lost rent, did you suffer
9 any property damage?

10 When I say -- I distinguish between real property and
11 personal property. So now I'm talking about personal property.

12 A I don't understand. Can you explain, please.

13 Q So did you make improvements like replacing toilets,
14 adding sinks?

15 A Oh, yes. Yes.

16 Q Okay.

17 A All of that (video interference).

18 Q Okay.

19 A (Indiscernible.)

20 Q Right. And is that described in your second
21 affidavit?

22 A Yes. Yes.

23 Q Okay. And you have a copy of the motion that we
24 filed in October of 2019; is that correct?

25 A Yes.

1 Q And that has attached to it the estimates that you
2 looked at in trying to determine -- trying to figure out how
3 (indiscernible) because you testified that, in your deposition,
4 that it was about 35 to 40,000; correct?

5 A Correct.

6 Q Right. And the order says -- the order states that;
7 correct? It's a finding of fact in the order?

8 A Yes.

9 Q So you went back and tried to reconcile that with
10 your -- find data to reconcile that with your recollection;
11 correct?

12 A Yes. Yes.

13 Q And you looked at the homebuilder website; correct?

14 A Yes.

15 Q Okay. And then again, you met with your property
16 manager. You were able -- you came back, and you told me you
17 were able to be more refined on your recollection about those
18 matters; correct?

19 A Yes.

20 Q Okay. And we listed them in your second declaration;
21 correct?

22 A Exactly, yes.

23 Q Okay. Did you add -- so apart from the lost rental
24 income or the, you know, damage to your -- the loss of the
25 35,000 that you invested in the property, okay, did you suffer

1 any other damages?

2 A Yes. I have to be paying loss of the other
3 [indiscernible] republican services -- Republic Services, and
4 garbage and property insurance and property taxes. (Video
5 interference.)

6 Q Yeah. I think in our motion we, you know, we, to be
7 fair, we made claims about the lost rental income, the Republic
8 Services. Have you -- so in the October motion, October 2019,
9 we listed that amount as \$2,399.38. Have you gotten a recent
10 update from Republic Services as to how much the liens are on
11 the property?

12 A Yes.

13 Q And how much are they?

14 A They're in excess of 3,000. I can check. Hold on.
15 \$3,226.23.

16 Q Okay. And as part of the changed title policy, have
17 you incurred fees for getting the preliminary title report?

18 A Yes. I think \$750 was [indiscernible]. I'm not a
19 hundred percent sure, but I think something like \$750.

20 Q And then so did you -- you have not had possession of
21 the property since December 2013; right?

22 A Correct.

23 Q If you get it back on April 1st, do you anticipate
24 that you will need to conduct a home inspection?

25 A Yes.

1 Q Okay. And then you looked into what the cost of that
2 might be?

3 A Yes. That would be about \$500 for the home
4 inspection.

5 MR. NELSON: Okay. I don't have any other questions
6 for Mr. Mehta.

7 THE COURT: How much are the taxes that he's been
8 paying?

9 BY MR. NELSON:

10 Q Jag, do you know?

11 A I didn't understand the question the Court asked.

12 Q How much is the property taxes?

13 A The property taxes are about -- around \$1800 per
14 year.

15 THE COURT: And have you been paying that?

16 THE WITNESS: Yes.

17 MR. LANCASTER: Your Honor, this is Aaron Lancaster,
18 Bar Number 10115.

19 Do I have an opportunity to cross-examine the
20 witness?

21 THE COURT: Yes.

22 MR. LANCASTER: Thank you, Your Honor.

23 / / /

24 CROSS-EXAMINATION

25 BY MR. LANCASTER:

1 Q Thank you, Mr. Mehta. Have you produced any written
2 documents showing the rental income that you received after you
3 rented out the property beginning in October of 2013 to the
4 present time?

5 A You mean the checks and the money that I received?

6 Q Yeah. Any documents. Have you provided those to
7 your attorney?

8 A Just the rental document, rental agreement.

9 Q Okay. So any of the rental income, the money you've
10 received during that time period, have you produced any of that
11 information to your counsel?

12 MR. NELSON: Objection. What time period are we
13 talking about?

14 MR. LANCASTER: I said the time period.

15 BY MR. LANCASTER:

16 Q October 2013 to the present time.

17 A Yes. I haven't produced the checks on some, but I
18 told him that how much I received. During that period we
19 received \$1175 every month, but I didn't produce any checks or
20 documents if that's what you are talking about.

21 Q Yes. I mean, today is the first time, and this issue
22 has been out there for a couple of years that we've been trying
23 to litigate against, and this is the first time we've seen you
24 guys admit that you've actually received money. And so there's
25 no documentation that's been provided supporting that. So I'm

1 just asking you to see if there's any documents that you have
2 that we can look at to be able to support the rental income
3 allegations that you've made today?

4 A My manager -- unfortunately, my manager collects the
5 checks. We have lots of properties, many, many properties.
6 The manager collects the rent. So I don't have any documents.
7 He just said that he collected the rent and then he deposited
8 them in my banking account.

9 MR. NELSON: If I can real quick, the declaration --
10 second declaration stated that he had attached a copy of the
11 lease agreement.

12 THE WITNESS: Right.

13 MR. NELSON: That had the 1175 per month. But when I
14 went to go look at it this morning, the lease agreement was not
15 attached to the recorded copy with the final copy. So it is a
16 part of the request that I filed this morning I included the
17 lease agreement.

18 MR. LANCASTER: Okay.

19 BY MR. LANCASTER:

20 Q We have the lease agreement. What I'm looking for is
21 documentation supporting the fact that payments were received
22 related to the (video interference)?

23 MR. NELSON: Other than he's admitting it.

24 MR. LANCASTER: Counsel, I'm asking questions to the
25 witness, please.

1 MR. NELSON: Okay.

2 THE WITNESS: Yeah. I don't have any documents other
3 than if I can go back and ask the banks to produce the deposits
4 they can prove that -- (indiscernible) but it will take time.

5 BY MR. LANCASTER:

6 Q Do you know if through the discovery we made a
7 written request that you provide all documentations related to
8 the property and that you didn't have any documents other than
9 your lease agreement that you produced?

10 A Yes. At this time and at that time I didn't have any
11 documents.

12 Q Okay. And so moving forward with the improvements
13 that you provided or that you testified that you provided to
14 the property during your deposition, do you admit that you
15 could not identify what improvements were made on the property?

16 A No, we did. We had the second declaration that list
17 all the improvements and the cost.

18 Q Right. So I'm asking you that because your second
19 declaration was filed after discovery had closed, long passed.
20 I'm going back to the time that we had an opportunity to take
21 your deposition. And we asked you to produce any documents
22 supporting any of the improvements that you made, you know,
23 checks. We asked about, you know, contractors, bills,
24 invoices, anything like that, and you weren't able to produce
25 any of those documents. Is that still accurate today?

1 A I don't think so. We can go back, but, yeah, we can
2 produce other than the estimate.

3 Q Okay. And back when you were doing improvements, it
4 was your testimony that you hired the general contractor. He
5 came in, and he did the work, and you didn't have much
6 involvement with what was going on on the property or the
7 improvements that were performed; is that correct?

8 A Correct.

9 Q Okay. Do you know if the improvements that you're
10 seeking compensation for if they were all attached permanently
11 to the property?

12 A Yes.

13 Q Okay. In your experience renting out properties, are
14 there expenses associated with being a landlord on those
15 properties?

16 A Yes.

17 Q And so the rental income that you receive, is that
18 all profit?

19 A After -- yes. After I subtract -- I have to subtract
20 the costs out for property taxes and insurance and so on. Yes.

21 Q Right. And so you deduct all of your expenses and
22 costs out of the rental income, and then that's what gets you
23 what a profit is at the end of -- at the end of the month on
24 property; correct?

25 A Rental cost, yes.

1 Q Can you tell me what the monthly profits were during
2 this rental period that you're seeking compensation for?

3 A I didn't understand. Can you explain to me one more
4 time what you're asking.

5 Q Yes. So we talked about how you can get rental
6 profit by looking at the rental income, and you take out all
7 the expenses associated with the property. Then you have a
8 profit at the end of the lines?

9 A Yes. Yes.

10 Q Are you able to identify for me what the rental
11 profits would be in the months that you're seeking payments or
12 back -- lost income for?

13 A It would be -- the profit would be about 80 percent
14 of the rent collected.

15 Q So other than just going off your experience, do you
16 have any documentation that would support that?

17 A I haven't prepared those kind of documents.

18 Q Okay. During the time between 2006 and to today,
19 what years have you paid property taxes for the property?

20 A For this particular property?

21 Q Yes.

22 A I would say -- I would have been paying property
23 taxes since we got the property. So I would say I would have
24 paid property taxes since 2013.

25 Q So every year you are testifying that you paid the

1 property taxes on this property?

2 A Correct.

3 Q And do you have any documents supporting that?

4 A No. No. Because I have so many properties (video
5 interference) property tax return, I just pay -- I brokered one
6 check for 20 properties or 20 plus properties, and they just --
7 I brokered the check through each of those properties.

8 MR. NELSON: Object. And, Your Honor, (video
9 interference) we're not asking for any of that information,
10 Your Honor. We're not -- we're not seeking the recovery of
11 that money. Clients paid that, and that's not part of our
12 motion. I don't think it's relevant.

13 MR. LANCASTER: Well, Your Honor, he -- this is Aaron
14 Lancaster, Bar Number 10115.

15 He's asking for all of the rental income, not
16 deducting one penny of expenses associated with it. I think by
17 the testimony of the witness he identifies at least there's a
18 20 percent reduction in that income. So we can go into and
19 identify whether he's paid the property taxes, whether he's
20 paid insurance, all of these associated expenses related to
21 what they're actually trying to seek. We have this opportunity
22 to question them about what their damages they're asking.

23 MR. NELSON: Your Honor, he testified that he's
24 paying all those things, and he's not asking to be reimbursed
25 for them.

1 THE COURT: Okay.

2 MR. NELSON: We're simply looking for the income. He
3 hasn't gotten the income. He's paid the expenses, but he's not
4 gotten the income.

5 THE COURT: Okay. So as long as counsel is not
6 requesting to receive any money for taxes, there won't be an
7 inquiry on it because that's not going to be awarded.

8 MR. NELSON: Correct.

9 THE COURT: As long as --

10 MR. LANCASTER: Your Honor.

11 THE COURT: Counsel is not going to -- seeking any
12 damages for trash or sewer because he would have paid those
13 anyways. That will not be awarded. And so there does not need
14 to be any inquiry on those issues.

15 MR. LANCASTER: Your Honor, this is Aaron Lancaster.

16 If my witness -- or if my client is the one that paid
17 the property taxes during that time period and then they're
18 trying to collect all of the profits and not have to pay the
19 expenses, that's where I'm going at, Your Honor, just so you
20 understood where I was going. I wasn't trying to waste the
21 Court's time.

22 MR. NELSON: There's no evidence that your client
23 paid any of the taxes. My client testified to the contrary he
24 paid the taxes.

25 THE COURT: Mr. Lancaster, is your client going to

1 testify that they paid the taxes?

2 MR. LANCASTER: No. It's not a prove-up hearing. So
3 we're not proving that, Your Honor.

4 THE COURT: So the taxes are not at issue. They're
5 just not going to be awarded. So there's not an issue. So
6 please move on.

7 MR. LANCASTER: Okay. Thank you.

8 Is that related to the Republic Services garbage lien
9 that they're asking and they presented evidence today to try to
10 recover?

11 THE COURT: Yes. The Court will order that that is
12 not recoverable.

13 MR. LANCASTER: Thank you, Your Honor.

14 THE COURT: You're welcome.

15 MR. LANCASTER: Aaron Lancaster again questioning the
16 witness.

17 BY MR. LANCASTER:

18 Q When you purchased the property, you expected to be
19 in litigation; is that correct?

20 A No, I did not expect that to be in --

21 Q Because your deposition testimony goes, and it's
22 riddled throughout it that when you bought it you knew that you
23 would have to file a lawsuit. And, in fact, there's a \$25 --
24 or \$25,000 fee associated with that. And you expected your
25 prior counsel to come in and file a lawsuit on your behalf.

1 Do you remember that testimony?

2 A Well, unfortunately I don't. Sorry.

3 Q Okay. Okay. So this is from your testimony. I'll
4 read, and it's related to the \$2500 fee, and your answer is:
5 That's --

6 (Parties talking over each other.)

7 MR. LANCASTER: Yeah. It's at page 31. His answer
8 starts on line 4, and he said;

9 That's from what I understand it's a fee
10 for them to pay me to represent me in getting
11 the title quiet title.

12 And then the answer (sic) is, Okay. And
13 did that happen?

14 And you said, Yes.

15 BY MR. LANCASTER:

16 Q And so throughout your testimony, you go and you go
17 through it, and you say, yeah, you expected to have a lawsuit
18 related to this. And so we don't need to go back and go
19 through that, but I'll just have the record reflect that the
20 testimony in that deposition is very clear that you expected to
21 have litigation related to your title.

22 Mr. --

23 (Parties talking over each other.)

24 MR. LANCASTER: Yes, please.

25 THE WITNESS: I was under the impression that when I

1 paid 2500 that was to my previous counsel. They will take care
2 of filing the motion and getting the property to me, not to
3 have a Court disputes and stuff like that. I expected them to
4 just do the routine legal work for 2500.

5 As you can imagine, 2500 would not provide the court
6 action that we are going through. I just expected routine
7 filing of quiet title and me getting the property.

8 BY MR. LANCASTER:

9 Q Okay. So you expected to file quiet title?

10 A (No audible response.)

11 Q Is that yes? It looked like you nodded your head.

12 A Yes. Yes.

13 Q Thank you.

14 MR. LANCASTER: Based on that, Your Honor, we'd ask
15 that any fees associated with the preliminary title report or
16 fees associated with trying to get marketable title not be
17 awarded as they went into the purchase of the property with
18 that expectation.

19 BY MR. LANCASTER:

20 Q Mr. Mehta, as a follow-up, how much did you pay,
21 money, in order to receive this property?

22 A You mean how much I paid to who?

23 Q How much money did you pay to First America -- or
24 sorry, First 100?

25 A Yes.

1 Q First 100, how much money?

2 A We -- I have to explain to you this. We bought or we
3 were planning to buy eight or nine properties from them. So
4 the total amount I paid the full amount in various checks
5 almost three quarter of a million dollars, almost 700 to
6 \$800 -- \$800,000. So I don't remember exactly what I paid for
7 this property. It was in total about 750,000 for these
8 properties.

9 Q Do you remember your deposition testimony where
10 you --

11 A It was almost eight, nine years ago.

12 Q Do you remember your deposition testimony where you
13 say you did not pay anything for this property, that they gave
14 it to you because you had prior dealings with them, and those
15 other dealings didn't have positive cash revenue back to you?

16 A Yes. It's coming back to me. Yes.

17 Q Okay. Did you see Ocwen take any steps to lock you
18 out of the property?

19 A I have no way to know what did Ocwen do. I had no
20 way to go get into the property. That's all I know.

21 Q Okay. And so it was your belief that you owned the
22 property, and you didn't ever go to the property and see if you
23 could access it?

24 A I had never gone to any of my properties.

25 Q Okay. And so you don't have -- do you have any

1 testimony that Ocwen took any affirmative steps and secured the
2 property or put new locks on the property, anything like that
3 with the property?

4 A I have no way to know what Ocwen did or did not.

5 MR. LANCASTER: No more questions, Your Honor.

6 THE COURT: Thank you.

7 Plaintiff's counsel, do you have any other witnesses
8 to call?

9 MR. NELSON: Mr. Zimmer, please.

10 THE COURT: All right. Please go ahead.

11 THE WITNESS: I'm here.

12 THE COURT: Go ahead.

13 MR. NELSON: I'm working, Your Honor. I've got too
14 many screens to look at here.

15 THE COURT: Okay. I understand.

16 MR. NELSON: Thank you for your understanding.

17 THE COURT: Of course.

18 **JOHN ZIMMER**

19 (having been called as a witness and previously sworn,
20 testified as follows:)

21 **DIRECT EXAMINATION**

22 BY MR. NELSON:

23 Q Mr. Zimmer, are you currently employed?

24 A Yes.

25 Q Okay. And what do you do?

1 A I'm a real estate agent.

2 Q Okay. And how long have you been doing that?

3 A Over 17 years.

4 Q Okay. Are you, as a part of your duties, are you
5 familiar with the local listing service?

6 A Yes. I use it every day.

7 Q Okay. Are you familiar with the facts of this case?

8 A Yes.

9 Q In fact, did my office hire you to assist with this
10 case?

11 A Yes.

12 Q What did we ask you to do?

13 A Write comparables on rentals of the area for the
14 property at 5946 Lingerin Breeze.

15 Q Did we specify a time period?

16 A Oh, yeah. The times -- the different dates. You
17 called them '16, '17 --

18 (Background noise interference.)

19 THE WITNESS: Sorry. My dogs are going nuts.

20 THE COURT: That's okay.

21 THE WITNESS: Yeah. You gave me the certain years
22 you want me to show on the rentals of the area.

23 / / /

24 BY MR. NELSON:

25 Q And initially you provided 2013 and 2014; correct?

1 A Correct.

2 Q And we told you that the client received rent through
3 October of 2016; is that correct?

4 A Correct.

5 Q So we -- we asked you to provide rental values for
6 the last two months of 2016, all of 2017, 2018 to the present?

7 A Correct.

8 Q Correct?

9 A (No audible response.)

10 Q What was the average rent in 2016?

11 A \$1200 a month.

12 Q Okay. And they were -- what was the average rental
13 value in 2017?

14 A \$1300 a month.

15 Q Okay. And what was the average rental value in 2018?

16 A \$1400 a month.

17 Q And what was the average rental value to the property
18 in 2019?

19 A Approximately 1550.

20 Q What was the average rental value in 2020?

21 A About the same, 1550.

22 Q Okay. And this year so far?

23 A It's pretty much the same right now if you can get
24 the rent.

25 Q Okay. And how did you -- how is it that you

1 determined these amounts?

2 A Well, I had run a summary report, a CMA. I put in
3 all the different listings around the neighborhoods and stuff
4 and pull up all the rentals (unintelligible), and it breaks it
5 down to a [indiscernible] high and low.

6 Q Okay. And I sent you a copy of our -- the motion
7 that we filed in this case for this hearing; correct?

8 A Correct.

9 Q And is that CMA summary attached as an exhibit to the
10 motion?

11 A Yes.

12 Q Okay. So the CMA Exhibit, you went through these,
13 and that's what you used to form your opinion; is that correct?

14 A Correct.

15 MR. NELSON: I have no other questions, Your Honor.

16 THE COURT: Thank you.

17 Defense counsel.

18 MR. LANCASTER: Thank you, Your Honor. Aaron
19 Lancaster, Bar Number 10115.

20 The only thing that we would have, Your Honor, is to
21 renew our objection to this witness. And no further questions
22 related to this witness.

23 THE COURT: Okay. The objection is overruled. I'm
24 finding that Mr. Zimmer is a qualified expert in the area of
25 rental income in the greater Las Vegas area.

1 Mr. Zimmer, I have one question.

2 THE WITNESS: Okay.

3 THE COURT: From the time that rent was no longer
4 being paid in November of 2016 to the present, what was the
5 total loss of rental income?

6 THE WITNESS: The total loss of -- what I calculated
7 is putting it around \$36,840.

8 THE COURT: 36,000 -- again. Say it again.

9 THE WITNESS: I believe it's from 2016 to now?

10 THE COURT: Yes. November of 2016 to present, what
11 would be the loss of rental income total?

12 THE WITNESS: Well, I'd have to calculate the total.

13 THE COURT: I need you to calculate the total,
14 Mr. Zimmer. We'll wait.

15 THE WITNESS: Okay.

16 MR. NELSON: If I may or if you want it, Your Honor,
17 I took the time while he was doing that to calculate it.

18 THE WITNESS: Did you have that?

19 THE COURT: What is it?

20 MR. NELSON: So it's -- the total is \$58,050.

21 4400 for 2016;

22 Fifteen, six, for 2017;

23 Sixteen, eight, for 2017;

24 Eighteen, six, for 2018;

25 Eighteen, six for, sorry, 2019 and 2020.

1 And then twenty-six, fifty to year date.

2 THE COURT: Okay. Thank you. I have no further
3 questions.

4 The only other issues I have are the costs,
5 attorney's fees and specific performance.

6 Is that correct?

7 MR. NELSON: Yes, Your Honor.

8 THE COURT: Okay. Can you go through specific
9 performance first.

10 MR. NELSON: Yeah. Well, I think part of it was, you
11 know, at the time before -- before we got to this point, you
12 know, we wanted -- when we had -- we had in mind specific
13 performance, we had a specific performance in mind, you know,
14 at an earlier time so that we could have taken action to get
15 the tenant out or get the occupant out. And, you know, when we
16 weren't able to do that, that's, you know, that caused us to
17 be, you know, in the situation we are today.

18 You know, as I was explaining it in my opening, I
19 would probably think that, you know, if we go, you know, I
20 think it's probably a better idea for me to say -- if there's
21 something that we need, you know, when we try to get the title
22 policy, you know, I'll certainly reach out to Ocwen. And if at
23 that point, if they're not cooperating, I think that it would
24 probably make sense to make a, you know, motion after, you
25 know, when I have something concrete instead of, you know, just

1 a more general order.

2 THE COURT: Okay. Mr. Lancaster.

3 MR. LANCASTER: Thank you, Your Honor. I have
4 nothing to say on that point. I mean, so I'll just leave that
5 up to the Court's discretion. Thank you.

6 THE COURT: Thank you.

7 Okay. Mr. Nelson, if you can go to the attorney's
8 fees now.

9 MR. NELSON: Yes, Your Honor. I haven't really
10 incurred any additional for the client since I have -- you
11 know, so I'm willing to rely on what I filed in November of
12 2019 where it's \$27,213. And I attached the invoices, and I
13 have attached the declaration that meets the *Brunzell* factors.

14 So I submit that, you know, we should be awarded
15 attorney's fees of \$47,213.50.

16 THE COURT: Okay. Mr. Lancaster.

17 MR. LANCASTER: Thank you, Your Honor.

18 One, we think that attorney's fees, there's no basis
19 for it. Counsel tries to combine the slander of title into the
20 wrongful foreclosure. We understand that the slander of title
21 may have that ability to seek attorney's fees. The
22 foreclosure, in a wrongful foreclosure, there's no case law
23 supporting that. So we don't think that it's a valid -- that
24 it's valid to award attorney's fees in this matter.

25 If it's related to the offer of judgment, we'd like

1 to point out kind of a couple of issues to consider, and we
2 cited the Beattie case as the Court should consider more than
3 just the final awards of decision.

4 The offer of judgment was provided December 26th,
5 2018. At that time, all of the briefing for the motions for
6 summary judgment, which ended up being dispositive, had been
7 completed. The only thing that remained was the reply briefs
8 that were filed within the 14-day time period to accept that.

9 And so we don't think that it was a timely offer of
10 judgment to have people waive or our client waive claims
11 related to an area in which counsel has admitted here today as
12 well as throughout his briefing papers that it was an area of
13 law that was certainly in flux. It wasn't well-established.
14 And so to consider that we didn't have meritorious claims, we
15 don't think that that's supported.

16 On the other hand, if the Court does go forward and
17 award attorney's fees under an offer of judgment analysis,
18 counsel has failed to calculate that accurately. According to
19 Rule 68, those are post-offer costs and expenses. He tries to
20 get everything. He goes back to the beginning to try to
21 include all of his fees and costs.

22 I've done some calculations on my own, but I would,
23 rather than go through that laborious act right now, I would
24 request if the Court does award attorney's fees under an offer
25 of judgment that we allow additional briefing related to the

1 allowable expenses and costs that are associated. Because a
2 lot of those costs that he's provided invoices, they're
3 duplicative. They have expenses associated in there. They're
4 not just attorney's fees. And like I said, they go back, you
5 know, prior years before that offer of judgment was held.

6 And so we believe that, one, there's not a basis for
7 attorney's fees. We believe that our cause of action was
8 meritorious, and as I'm sure that the Court has seen, we filed
9 a notice of appeal. The Court of Appeals sent back saying that
10 we have to resolve the damages issue. But after this issue is
11 resolved, we'll take it back up on appeal.

12 There's a recent Nevada Supreme Court case that's
13 very favorable to us. And so we believe that not only is there
14 merit, but we have a strong likelihood of success on appeal.

15 And so that's how we believe the attorney's fees
16 should not be awarded. And if they are, they should be
17 significantly reduced.

18 Thank you.

19 THE COURT: Thank you.

20 Mr. Nelson, do you have any response on the
21 attorney's fees?

22 MR. NELSON: Your Honor, I believe that they were --
23 we have pled alternative forms of relief. And while it may not
24 be recoverable under wrongful foreclosure, we also made a claim
25 under NRS Chapter 42, which I believe does allow for the

1 recovery of attorney's fees. And there's, you know, when they
2 wrongfully take possession of the property.

3 THE COURT: Okay.

4 And then costs is the only other issue. The only
5 costs I have that were attached to the memorandum of costs and
6 disbursements are the one for 535.27;

7 The one for \$527.24;

8 The one for \$368.60;

9 One for \$92;

10 One for \$378.63;

11 One for \$117;

12 One for \$30;

13 One for \$401.26;

14 One for \$55; and

15 Then one that's not listed, but is provided is \$15
16 from Legal Wings.

17 Pursuant to the rules, I cannot award any costs
18 unless they have actually been submitted to the Court. So if I
19 award costs, I can only award those specific costs.

20 Does anyone have any --

21 MR. NELSON: I'm sorry. We are (video interference).

22 THE COURT: Does anyone have any argument on that?

23 MR. NELSON: No, Your Honor. I'm willing to have an
24 opportunity to -- you know, we did put in our motion the
25 request to hear -- I think it's -- you know, it's turned out to

1 be the same whether it's punitive damages or the treble
2 damages, which, you know, I believe, you know, our preference
3 would be to go under Chapter 42 that provides for treble
4 damages because the statute set -- it's not deemed as a
5 punishment. You know, we're not -- we're certainly not -- you
6 know, we understand their claim about merit, and I don't know
7 that punishment is right. But the case law specifically says
8 that chapter is -- you know, we're entitled to the treble of
9 damages because it's very difficult to measure the actual
10 damages in these types of cases.

11 THE COURT: Okay. I'm ready to make my ruling:

12 I'm going to award the lost rent of \$58,050.

13 I'm going to award the costs in the amount that I
14 stated. I don't have a calculator in front of me, but only the
15 costs that are attached to the memorandum of costs and
16 disbursements that are listed on the October 12th, 2019,
17 pleading. So if they do not have the supporting documentation,
18 the Court is precluded by law from awarding them. So I'm only
19 awarding costs that I stated on the record that are physically
20 attached to the memorandum of costs and disbursements filed on
21 October 12th, 2019.

22 The Court is not awarding any damages for taxes
23 because those would have been paid anyway.

24 The Court is not awarding any damages for trash
25 because those would have been incurred anyway.

1 The Court is not going to award any damages for the
2 title policy because the purchaser expected that to happen
3 anyway.

4 The Court is not going to award any damages for the
5 home inspection because after ten years, a home inspection
6 would have to be taking place anyway.

7 On specific performance, the Court is going to order
8 that Ocwen comply with any requests from the title company that
9 is hired by Chersus to transfer title.

10 The Court finds that on attorney's fees, it was
11 reasonable for Ocwen to reject the offer of judgment based upon
12 the constant and current flux of law on these foreclosure
13 issues.

14 The Court also finds that attorney's fees are not
15 warranted under NRS Section 42.

16 The Court does not find that Ocwen acted with any
17 malice based upon the law that was in effect at the time and
18 how it has been changing on a yearly if not monthly basis.

19 The Court is also not going to award punitive or
20 treble damages.

21 And the Court is also not going to award any damages
22 for the personal property because that was put in almost a
23 decade ago, and that would have to be replaced anyway more than
24 likely with use from a homeowner.

25 So the only damages that are going to be awarded are

1 the \$58,050.

2 Who would like to prepare the order?

3 MR. NELSON: I'll prepare it, Your Honor.

4 THE COURT: All right. Will you run it by opposing
5 counsel and submit it within ten days?

6 MR. NELSON: Yes, Your Honor.

7 THE COURT: Thank you. I appreciate all of you and
8 your time.

9 MR. NELSON: Thank you, Your Honor.

10 THE COURT: Thank you.

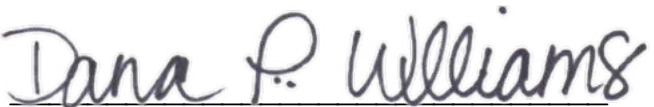
11 MR. NELSON: It was difficult.

12 THE COURT: Yes, it was, but I appreciate both of
13 your professionalism.

14 (Proceedings adjourned 11:50 a.m.)

15 -oOo-

16 ATTEST: I do hereby certify that I have truly and correctly
17 transcribed the audio/video proceedings in the above-entitled
18 case.

19 
20 _____

21 Dana L. Williams
22 Transcriber
23
24
25

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53/11</p> <p>we're [15] 6/16 9/20 9/25 18/5 21/21 23/17 23/17 39/9 39/10 39/10 40/2 41/3 55/5 55/5 55/8</p> <p>we've [4] 9/24 24/14 34/22 34/23</p> <p>website [1] 31/13</p> <p>week [1] 29/18</p> <p>welcome [1] 41/14</p> <p>well [8] 24/16 39/13 42/2 48/2 49/12 50/10 52/12 52/13</p> <p>well-established [1] 52/13</p> <p>went [7] 15/5 17/7 20/8 31/9 35/14 43/17 48/12</p> <p>were [35] 4/24 6/19 7/25 8/16 12/18 13/4 13/12 16/9 16/10 17/5 20/10 21/6 21/9 23/9 23/12 26/14 27/11 27/11 27/16 28/12 28/23 29/9 31/16 31/17 35/21 36/15 37/3 37/7 37/10 38/1 44/3 47/12 52/8 53/22 54/5</p> <p>weren't [3] 27/25 36/24 50/16</p> <p>what [47] 5/14 8/7 8/8 9/20 9/23 13/12 13/14 14/7 17/12 22/3 24/4 26/5 26/8 27/6 27/10 27/24 33/1 34/12 34/20 35/20 36/15 37/6 37/22 37/23 38/1 38/4 38/10 38/19 39/21 39/22 42/9 44/6 44/19 45/4 45/25 46/12 47/10 47/12</p>	<p>47/15 47/17 47/20 48/13 49/4 49/6 49/10 49/19 51/11</p> <p>what's [3] 8/2 20/4 25/3</p> <p>whatever [1] 27/8</p> <p>when [28] 9/3 12/12 12/15 12/15 15/4 15/4 15/13 15/14 17/4 17/4 18/9 20/12 20/13 23/1 23/5 27/14 28/6 30/10 35/13 37/3 41/18 41/22 42/25 50/12 50/15 50/21 50/25 54/1</p> <p>whenever [1] 18/5</p> <p>where [12] 7/9 9/10 12/14 16/7 17/19 21/9 21/22 40/19 40/20 44/9 44/12 51/12</p> <p>whether [8] 6/2 6/5 6/10 19/24 28/19 39/19 39/19 55/1</p> <p>which [9] 4/25 12/2 22/13 22/18 23/23 52/6 52/11 53/25 55/2</p> <p>while [4] 21/17 27/2 49/17 53/23</p> <p>who [16] 6/5 6/5 7/20 8/16 12/22 12/24 13/22 13/23 15/20 18/13 24/15 26/3 26/11 28/12 43/22 57/2</p> <p>who's [3] 6/24 9/3 9/6</p> <p>whoever [1] 15/2</p> <p>whole [1] 7/24</p> <p>why [7] 8/17 9/21 20/18 22/2 23/4 23/16 27/19</p> <p>wife [1] 13/25</p> <p>will [13] 10/1 10/18 10/23 21/19 21/23 29/23 29/24 32/24 36/4 40/13 41/11 43/1 57/4</p> <p>Williams [1] 57/21</p> <p>willing [2] 51/11 54/23</p> <p>Wings [1] 54/16</p> <p>winning [3] 16/9 16/10 17/25</p> <p>within [6] 4/25 5/6 7/7 7/11 52/8 57/5</p> <p>without [1] 6/4</p> <p>witness [18] 3/14 3/22 3/24 4/8 24/11 24/12 25/12 25/14 25/20 26/15 33/20 35/25 39/17 40/16 41/16 45/19 48/21 48/22</p> <p>witnesses [4] 2/3 3/17 6/10 45/7</p> <p>won't [1] 40/6</p> <p>work [4] 13/19 28/13 37/5 43/4</p> <p>working [2] 20/11 45/13</p> <p>would [34] 9/10 12/7 12/19 21/17 22/8 22/8 24/4 24/6 25/2 27/6 33/3 38/11 38/13 38/13 38/16 38/22 38/22</p>
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would... [17] 38/23
38/23 40/12 41/23 43/5
48/20 49/11 50/19
50/23 52/22 52/23 55/3
55/23 55/25 56/6 56/23
57/2

would've [1] 8/13

Write [1] 46/13

written [2] 34/1 36/7

wrongful [8] 12/2 12/3
19/22 22/13 22/16
51/20 51/22 53/24

wrongfully [1] 54/2

yeah [11] 23/25 25/10
32/6 34/6 36/2 37/1
42/7 42/17 46/16 46/21
50/10
year [7] 5/2 17/10 22/4
33/14 38/25 47/22 50/1
yearly [1] 56/18
years [17] 8/16 8/25
9/5 9/11 9/17 16/7
20/19 22/25 23/2 24/18
34/22 38/19 44/11 46/3
46/21 53/5 56/5
yes [76]
yet [2] 23/1 29/17
you [328]
you're [10] 5/14 17/7
23/23 25/3 26/11 37/9
38/2 38/4 38/11 41/14
you've [3] 34/9 34/24
35/3
your [110]

Z-i-m-m-e-r [1] 4/7
zero [1] 9/8
Zimmer [13] 3/15 3/21
 3/25 4/2 4/5 24/3 24/10
 45/9 45/18 45/23 48/24
 49/1 49/14
Zimmer's [1] 10/19
Zimmerman [1] 25/8

REGISTER OF ACTIONS**CASE NO. A-14-696357-C****Ocwen Loan Servicing, LLC, Plaintiff(s) vs. Chersus Holdings, LLC,
Defendant(s)**§
§
§
§
§
§
§
§Case Type: **Title to Property**
Subtype: **Quiet Title**
Date Filed: **02/19/2014**
Location: **Department 4**
Cross-Reference Case Number: **A696357**
Supreme Court No.: **80781**
82680**PARTY INFORMATION****Lead Attorneys****Defendant Chersus Holdings, LLC****Vernon A. Nelson**
Retained
702-476-2500(W)**Defendant First 100 LLC****Defendant Southern Terrance Homeowners Association****Ashlie L Surur**
Retained
702-909-0838(W)**Plaintiff Ocwen Loan Servicing, LLC****Dana J. Nitz**
Retained
702-228-7717(W)**Short Trial Judge Judge Pro Tempore****EVENTS & ORDERS OF THE COURT****DISPOSITIONS**

12/06/2016 **Order of Dismissal Without Prejudice** (Judicial Officer: Earley, Kerry)
Debtors: Red Rock Financial Services LLC (Defendant)
Creditors: Ocwen Loan Servicing, LLC (Plaintiff)
Judgment: 12/06/2016, Docketed: 12/13/2016

02/02/2018 **Order of Dismissal Without Prejudice** (Judicial Officer: Earley, Kerry)
Debtors: United Legal Services Inc (Defendant)
Creditors: Ocwen Loan Servicing, LLC (Plaintiff)
Judgment: 02/02/2018, Docketed: 02/02/2018

10/17/2018 **Order of Dismissal Without Prejudice** (Judicial Officer: Earley, Kerry)
Debtors: Red Rock Financial Services LLC (Defendant)
Creditors: Ocwen Loan Servicing, LLC (Plaintiff)
Judgment: 10/17/2018, Docketed: 10/17/2018

05/06/2019 **Summary Judgment** (Judicial Officer: Earley, Kerry)
Debtors: Ocwen Loan Servicing, LLC (Plaintiff)
Creditors: Southern Terrance Homeowners Association (Defendant)
Judgment: 05/06/2019, Docketed: 05/07/2019

05/06/2019 **Order of Dismissal With Prejudice** (Judicial Officer: Earley, Kerry)
Debtors: Ocwen Loan Servicing, LLC (Plaintiff)
Creditors: Chersus Holdings, LLC (Defendant)
Judgment: 05/06/2019, Docketed: 05/07/2019

05/06/2019 **Judgment** (Judicial Officer: Earley, Kerry)
Debtors: Ocwen Loan Servicing, LLC (Counter Defendant)
Creditors: Chersus Holdings, LLC (Counter Claimant)
Judgment: 05/06/2019, Docketed: 05/07/2019
Comment: Certain Claims

AA3566

05/06/2019 **Partial Summary Judgment** (Judicial Officer: Earley, Kerry)
Debtors: Ocwen Loan Servicing, LLC (Counter Defendant)
Creditors: Chersus Holdings, LLC (Counter Claimant)
Judgment: 05/06/2019, Docketed: 05/07/2019
Comment: Certain Claims

05/06/2019 **Order of Dismissal With Prejudice** (Judicial Officer: Earley, Kerry)
Debtors: Ocwen Loan Servicing, LLC (Counter Defendant)
Creditors: Chersus Holdings, LLC (Counter Claimant)
Judgment: 05/06/2019, Docketed: 05/07/2019

03/22/2021 **Judgment Plus Legal Interest** (Judicial Officer: Krall, Nadia)
Debtors: Ocwen Loan Servicing, LLC (Plaintiff)
Creditors: Chersus Holdings, LLC (Defendant)
Judgment: 03/22/2021, Docketed: 03/23/2021
Total Judgment: 79,172.17

OTHER EVENTS AND HEARINGS

02/19/2014 **Case Opened**

02/19/2014 **Complaint Doc ID# 1**
[1] Complaint

02/19/2014 **Initial Appearance Fee Disclosure Doc ID# 2**
[2] Initial Appearance Fee Disclosure

02/20/2014 **Lis Pendens Doc ID# 3**
[3] Lis Pendens

03/07/2014 **Summons Doc ID# 4**
[4] Summons - Chersus Holdings LLC

03/20/2014 **Notice of Firm Name Change Doc ID# 5**
[5] Notice of Firm Name Change

03/28/2014 **Initial Appearance Fee Disclosure Doc ID# 6**
[6] Initial Appearance Fee Disclosure

03/28/2014 **Answer and Counterclaim Doc ID# 7**
[7] Answer and Counter-claim

04/16/2014 **Motion for Summary Judgment Doc ID# 8**
[8] Plaintiff Ocwen Loan Servicing, LLC'S Motion for Summary Judgment

04/22/2014 **Amended Certificate of Service Doc ID# 9**
[9] Amended Certificate of Service

05/09/2014 **Countermotion For Summary Judgment Doc ID# 10**
[10] Defendant/Counter-Claimant's Opposition to Motion for Summary Judgment and Defendant/Counter-Claimant's Counter-motion for Summary Judgment

05/27/2014 **Reply in Support Doc ID# 11**
[11] Plaintiff's Reply in Support of Motion for Summary Judgment and Opposition to Counter-motion for Summary Judgment

09/05/2014 **Notice of Association of Counsel Doc ID# 12**
[12] Notice of Association of Counsel

09/23/2014 **Reply to Opposition Doc ID# 13**
[13] Defendant/Counter-Claimant's Reply in Response to Plaintiff's Opposition to Defendant/Counter-Claimant's Counter-motion for Summary Judgment

09/25/2014 **Motion for Summary Judgment (8:30 AM)** (Judicial Officer Thompson, Charles)
Plaintiff Ocwen Loan Servicing, LLC'S Motion for Summary Judgment
06/12/2014 Reset by Court to 06/19/2014
06/19/2014 Reset by Court to 09/25/2014

09/25/2014 **Opposition and Counter-motion (8:30 AM)** (Judicial Officer Thompson, Charles)
Defendant/Counter-Claimant's Opposition to Motion for Summary Judgment and Defendant/Counter-Claimant's Counter-motion for Summary Judgment
06/12/2014 Reset by Court to 06/19/2014
06/19/2014 Reset by Court to 09/25/2014

09/25/2014 **All Pending Motions (8:30 AM)** (Judicial Officer Thompson, Charles)
[Parties Present](#)
[Minutes](#)
Result: Continued for Chambers Decision

10/31/2014 **Supplemental Brief Doc ID# 14**
[14] Supplemental Brief in Opposition to Defendant/Counterclaimant's Motion for Summary Judgment

11/04/2014 **Supplement Doc ID# 15**
[15] Defendant/Counter-Claimant's Supplemental Brief in Support of Counter-motion for Summary Judgment

11/13/2014 **Motion to Strike Doc ID# 16**
[16] Defendant/Counter-Claimant Chersus Holdings, LLC'S Motion to Strike Plaintiff / Counterdefendant Ocwen Loan Servicing, LLC'S Supplemental Brief in Opposition to Defendant/Counter-Claimant's Motion for Summary Judgment on an Order Shortening Time

11/25/2014 **Reply Doc ID# 17**
[17] Ocwen Loan Servicing's Reply to Supplement to Summary Judgment

11/25/2014 **Opposition to Motion Doc ID# 18**
[18] Ocwen Loan Servicing's Opposition to Motion to Strike

11/25/2014 **Affidavit in Support Doc ID# 19**
[19] Affidavit of Thomas N. Beckom, Esq. in Support of Request Under NRCP 56(F)

12/03/2014 **Reply Doc ID# 20**
[20] Defendant/Counter-Claimant Chersus Holdings, LLC's Reply in Response to Plaintiff/Counter-Defendant Ocwen Loan Servicing, LLC's Opposition to Motion to Strike Plaintiff/Counter-Defendant Ocwen Loan Servicing, LLC's Supplemental Brief in Opposition to Defendant/Counter-Claimant's Motion for Summary Judgment on an Order Shortening Time

12/09/2014 **Minute Order (3:00 AM)** (Judicial Officer Earley, Kerry)
Defendant/Counter-Claimant Chersus Holdings, LLC'S Motion to Strike Plaintiff / Counterdefendant Ocwen Loan Servicing, LLC'S Supplemental Brief in Opposition to Defendant/Counter-Claimant's Motion for Summary Judgment on an Order Shortening Time --- DENIED BY MINUTE

AA3567

ORDER 12/9/14
[Minutes](#)
Result: Minute Order - No Hearing Held

12/11/2014 **CANCELED Motion to Strike** (8:30 AM) (Judicial Officer Earley, Kerry)
Vacated
Defendant/Counter-Claimant Chersus Holdings, LLC'S Motion to Strike Plaintiff / Counterdefendant Ocwen Loan Servicing, LLC'S Supplemental Brief in Opposition to Defendant/Counter-Claimant's Motion for Summary Judgment on an Order Shortening Time

12/31/2014 **Supplemental Brief Doc ID# 21**
[21] Defendant/Counter-Claimant Chersus Holdings, LLC's Supplemental Briefing in Response to Plaintiff/Counter-Defendant Ocwen Loan Servicing, LLC's Supplemental Briefing In Opposition To Chersus Holdings, LLC's Countermotion for Summary Judgment

01/06/2015 **Order Denying Motion Doc ID# 22**
[22] Order Denying Defendant / Counter-Claimant Chersus Holdings, LLC's Motion to Strike

01/07/2015 **Notice of Entry of Order Doc ID# 23**
[23] Notice of Entry of Order

05/04/2015 **Decision** (3:00 AM) (Judicial Officer Earley, Kerry)
Decision: Defendant/Counter-Claimant's Countermotion for Summary Judgment
[Minutes](#)
12/24/2014 Reset by Court to 01/26/2015
01/26/2015 Reset by Court to 05/04/2015

06/12/2015 Result: Minute Order - No Hearing Held
Notice of Early Case Conference Doc ID# 24
[24] Notice of Early Case Conference

08/17/2015 **Answer to Counterclaim Doc ID# 25**
[25] Ocwen Loan Servicing's Answer to Counterclaim

08/20/2015 **Joint Case Conference Report Doc ID# 26**
[26] Joint Case Conference Report

09/04/2015 **Notice to Appear for Discovery Conference Doc ID# 27**
[27] Notice to Appear for Discovery Conference

09/22/2015 **Discovery Conference** (9:30 AM) (Judicial Officer Bulla, Bonnie)
[Parties Present](#)
[Minutes](#)
Result: Scheduling Order Will Issue

10/06/2015 **Scheduling Order Doc ID# 28**
[28] Scheduling Order

11/17/2015 **Order Setting Civil Bench Trial Doc ID# 29**
[29] Order Setting Civil Bench Trial

03/11/2016 **Notice of Association of Counsel Doc ID# 30**
[30] Notice of Association of Counsel

03/28/2016 **Substitution of Attorney Doc ID# 31**
[31] Substitution of Attorney

03/28/2016 **Motion Doc ID# 32**
[32] Ocwen Loan Servicing, LLC's Motion for Leave to Amend its Complaint; or, in the alternative, Motion to Stay Litigation

04/14/2016 **Opposition Doc ID# 33**
[33] Chersus Limited Opposition to Ocwen Motion for Leave to Amend

05/02/2016 **Motion to Amend** (3:00 AM) (Judicial Officer Earley, Kerry)
Ocwen Loan Servicing, LLC's Motion for Leave to Amend its Complaint; or, in the alternative, Motion to Stay Litigation
[Minutes](#)
Result: Motion Granted

05/20/2016 **Order Granting Motion Doc ID# 34**
[34] Order Granting Ocwen Loan Servicing, LLC's Motion for Leave to Amend its Complaint

06/08/2016 **Stipulation and Order Doc ID# 35**
[35] Stipulation and Order to Extend Discovery and Trial [First Request]

06/13/2016 **Notice of Entry of Order Doc ID# 36**
[36] Notice of Entry of Order

06/21/2016 **Amended Order Setting Civil Non-Jury Trial Doc ID# 37**
[37] Amended Order Setting Civil Non-Jury Trial

06/23/2016 **Notice of Entry of Order Doc ID# 38**
[38] Notice of Entry of Order Granting Ocwen Loan Servicing, LLC's Motion for Leave to Amend its Complaint

06/24/2016 **Amended Complaint Doc ID# 39**
[39] First Amended Complaint

07/28/2016 **Lis Pendens Doc ID# 40**
[40] Lis Pendens

07/29/2016 **Answer and Counterclaim Doc ID# 41**
[41] Answer to First Amended Complaint and Counter-claim Against Plaintiff

08/04/2016 **Summons Doc ID# 42**
[42] Summons

08/04/2016 **Summons Doc ID# 43**
[43] Summons

08/04/2016 **Summons Doc ID# 44**
[44] Summons

08/04/2016 **Summons Doc ID# 45**
[45] Summons

08/25/2016 **Answer to Counterclaim Doc ID# 46**
[46] Ocwen's Answer to the Counterclaim

09/28/2016 **CANCELED Pretrial/Calendar Call** (11:00 AM) (Judicial Officer Bonaventure, Joseph T.)
Vacated - per Commissioner

10/10/2016 **CANCELED Bench Trial** (9:00 AM) (Judicial Officer Earley, Kerry)
Vacated - per Commissioner

10/20/2016 **Affidavit of Service Doc ID# 47**
[47] Affidavit of Service - Unitec Legal Services Inc

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10/20/2016 **Affidavit of Service Doc ID# 48**
[48] Affidavit of Service - Southern Terrace Homeowners Association

10/20/2016 **Affidavit of Service Doc ID# 49**
[49] Affidavit of Service - Red Rock Financial Services LLC

10/21/2016 **Affidavit of Service Doc ID# 50**
[50] Affidavit of Service - First 100 LLC

10/22/2016 **Answer to Amended Complaint Doc ID# 51**
[51] United Legal Services Inc.'s Answer to Amended Complaint

10/22/2016 **Initial Appearance Fee Disclosure Doc ID# 52**
[52] Initial Appearance Fee Disclosure

10/31/2016 **Motion to Dismiss Doc ID# 53**
[53] Defendant Red Rock Financial Services, LLC's Motion to Dismiss Ocwen Loan Servicing, LLC's First Amended Complaint or, in the Alternative, Motion for Summary Judgment

10/31/2016 **Initial Appearance Fee Disclosure Doc ID# 54**
[54] Initial Appearance Fee Disclosure

12/06/2016 **Stipulation and Order for Dismissal Without Prejudice Doc ID# 55**
[55] Stipulation and Order to Dismiss Defendant Red Rock Financial Services, LLC Without Prejudice

12/07/2016 **CANCELED Motion to Dismiss (9:00 AM) (Judicial Officer Earley, Kerry)**
Vacated - per Stipulation and Order
Defendant Red Rock Financial Services, LLC's Motion to Dismiss Ocwen Loan Servicing, LLC's First Amended Complaint or, in the Alternative, Motion for Summary Judgment

01/03/2017 **Stipulation and Order Doc ID# 56**
[56] Stipulation and Order to Extend Discovery and Trial [Second]

01/03/2017 **Amended Order Setting Civil Non-Jury Trial Doc ID# 57**
[57] Amended Order Setting Civil Non-Jury Trial

01/05/2017 **Notice of Entry of Order Doc ID# 58**
[58] Notice of Entry of Order

02/21/2017 **Notice of Appearance Doc ID# 59**
[59] Notice of Appearance

02/21/2017 **Initial Appearance Fee Disclosure Doc ID# 60**
[60] Initial Appearance Fee Disclosure (NRS Chapter 19)

03/01/2017 **CANCELED Pretrial/Calendar Call (11:00 AM) (Judicial Officer Earley, Kerry)**
Vacated - per Stipulation and Order

03/13/2017 **CANCELED Bench Trial (9:00 AM) (Judicial Officer Earley, Kerry)**
Vacated - per Stipulation and Order

03/20/2017 **Notice of Intent to Take Default Doc ID# 61**
[61] Notice of Intent to Take Default

04/07/2017 **Answer to Amended Complaint Doc ID# 62**
[62] Southern Terrace Homeowners Association's Answer to First Amended Complaint

04/07/2017 **Demand for Jury Trial Doc ID# 63**
[63] Southern Terrace Homeowners Association's Demand for Jury Trial

04/07/2017 **Disclosure Statement Doc ID# 64**
[64] Southern Terrace Homeowners Association's Corporate Disclosure Statement

04/13/2017 **Early Case Conference Doc ID# 65**
[65] Notice of Supplemental Early Case Conference

05/09/2017 **Notice of Entry Doc ID# 66**
[66] Notice of Entry of Order

05/26/2017 **Stipulation and Order to Extend Discovery Deadlines Doc ID# 67**
[67] Stipulation and Order to Extend Discovery and Continue Trial Date (Third Request)

05/31/2017 **Amended Order Setting Jury Trial Doc ID# 68**
[68] Amended Order Setting Jury Trial

05/31/2017 **Amended Affidavit of Service Doc ID# 69**
[69] Amended Affidavit of Service

07/18/2017 **Substitution of Attorney Doc ID# 70**
[70] Substitution of Counsel

09/18/2017 **Motion to Amend Complaint Doc ID# 71**
[71] Ocwen Loan Servicing, LLC's Motion for Leave to Amend Its Complaint

09/27/2017 **CANCELED Pretrial/Calendar Call (11:00 AM) (Judicial Officer Earley, Kerry)**
Vacated - per Stipulation and Order

10/02/2017 **Notice of Non Opposition Doc ID# 72**
[72] Notice of Non-Opposition

10/09/2017 **CANCELED Bench Trial (9:00 AM) (Judicial Officer Earley, Kerry)**
Vacated - per Stipulation and Order

10/23/2017 **Motion for Leave (3:00 AM) (Judicial Officer Earley, Kerry)**
Ocwen Loan Servicing LLC's Motion for Leave to Amend its Complaint

11/02/2017 **Minute Order (2:00 PM) (Judicial Officer Earley, Kerry)**
[Minutes](#)
Result: Minute Order - No Hearing Held

11/04/2017 **Motion for Summary Judgment Doc ID# 73**
[73] United Legal Services Inc.'s Motion for Summary Judgment on Ocwen Loan Servicing's Third and Ninth Causes of Action [Wrongful Foreclosure and Tortious Interference with Contract]

11/06/2017 **Certificate of Service Doc ID# 74**
[74] Certificate of Service

12/04/2017 **Opposition to Motion Doc ID# 75**
[75] Ocwen Loan Servicing, LLC's Opposition to United Legal Services Inc.'s Motion for Summary Judgment on Ocwen Loan Servicing's Third and Ninth Causes of Action [Wrongful Foreclosure and Tortious Interference with Contract]

12/12/2017 **Notice of Rescheduling Doc ID# 76**
[76] Notice of Rescheduling

12/15/2017 **Order Granting Motion Doc ID# 77**
[77] Order Granting Ocwen Loan Servicing, LLC's Motion for Leave to Amend its Complaint

12/20/2017 **Stipulation and Order Doc ID# 78**
[78] Stipulation and Order for Extension of Time and Continuance of Hearing of United Legal Services, Inc.'s Motion for Summary Judgment on Ocwen Loan Servicing's Third and Ninth Causes of Action

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01/13/2018 **Notice of Entry of Order Doc ID# 79**
[79] Notice of Entry of Order

01/23/2018 **Second Amended Complaint Doc ID# 80**
[80] Second Amended Complaint

01/29/2018 **Stipulation and Order Doc ID# 81**
[81] Stipulation and Order to Extend Discovery and Continue Trial Date (Fourth Request)

02/02/2018 **Stipulation and Order for Dismissal Without Prejudice Doc ID# 82**
[82] Stipulation and Order to Dismiss Defendant, United Legal Services Inc. Without Prejudice

02/21/2018 **CANCELED Motion for Summary Judgment (9:00 AM) (Judicial Officer Earley, Kerry)**
Vacated - per Stipulation and Order
United Legal Services Inc's Motion for Summary Judgment on Ocwen Loan Servicing's Third and Ninth Cause of Action [Wrongful Foreclosure and Tortious Interference with Contract]
12/13/2017 Reset by Court to 02/21/2018

02/28/2018 **CANCELED Pretrial/Calendar Call (9:30 AM) (Judicial Officer Earley, Kerry)**
Vacated - per Stipulation and Order

03/06/2018 **Summons Electronically Issued - Service Pending Doc ID# 83**
[83] Summons

03/06/2018 **Summons Electronically Issued - Service Pending Doc ID# 84**
[84] Summons

03/09/2018 **Answer and Counterclaim Doc ID# 85**
[85] Answer to Second Amended Complaint and Counterclaim Against Plaintiff

03/12/2018 **CANCELED Bench Trial (9:00 AM) (Judicial Officer Earley, Kerry)**
Vacated - per Stipulation and Order

03/19/2018 **Affidavit of Service Doc ID# 86**
[86] Affidavit of Service - Red Rock Financial Services LLC (on 2nd Amended Comp)

03/23/2018 **Affidavit of Service Doc ID# 87**
[87] Affidavit of Service - First 100 LLC (on 2nd Amended Comp)

04/05/2018 **Answer to Amended Complaint Doc ID# 88**
[88] Southern Terrace Homeowners Association s Answer To Second Amended Complaint

04/10/2018 **Notice of Entry of Stipulation and Order Doc ID# 89**
[89] Notice of Entry of Stipulation and Order to Dismiss United Legal Services Without Prejudice

06/06/2018 **Motion to Dismiss Doc ID# 90**
[90] Defendant Red Rock Financial Services, LLC's Motion to Dismiss Ocwen Loan Servicing, LLC's Second Amended Complaint

06/28/2018 **Stipulation and Order Doc ID# 91**
[91] Stipulation and Order to Continue Hearing on Defendant Red Rock Financial Services, LLC's Motion to Dismiss Ocwen Loan Servicing, LLC's Second Amended Complaint

07/20/2018 **Notice of Intent to Take Default Doc ID# 92**
[92] Three Day Notice of Intent to Take Default Against First 100, LLC

08/10/2018 **Order Setting Civil Jury Trial Doc ID# 93**
[93] Amended Order Setting Civil Bench Trial

08/22/2018 **Stipulation and Order Doc ID# 94**
[94] Stipulation and Order to Continue Deadline for Dispositive Motions and Continue Trial Date

08/27/2018 **Amended Order Setting Jury Trial Doc ID# 95**
[95] Amended Order Setting Jury Trial

09/26/2018 **CANCELED Pretrial/Calendar Call (11:00 AM) (Judicial Officer Earley, Kerry)**
Vacated - Superseding Order

10/08/2018 **CANCELED Bench Trial (9:00 AM) (Judicial Officer Earley, Kerry)**
Vacated - Superseding Order

10/15/2018 **Default Doc ID# 96**
[96] Default - First 100, LLC (on 2nd Amended Comp)

10/16/2018 **CANCELED Motion to Dismiss (9:00 AM) (Judicial Officer Earley, Kerry)**
Vacated
Defendant Red Rock Financial Services LLC's Motion to Dismiss Ocwen Loan Servicing LLC's Second Amended Complaint
07/12/2018 Reset by Court to 09/05/2018
09/05/2018 Reset by Court to 10/16/2018

10/17/2018 **Stipulation and Order for Dismissal Doc ID# 97**
[97] Stipulation and Order to Dismiss Defendant, Red Rock Financial Services, LLC

10/18/2018 **Notice of Entry of Stipulation and Order Doc ID# 98**
[98] Notice of Entry of Stipulation and Order to Dismiss Defendant, Red Rock Financial Services, LLC

10/18/2018 **Notice of Entry of Default Doc ID# 99**
[99] Notice of Entry of Default

10/19/2018 **Motion for Summary Judgment Doc ID# 100**
[100] Ocwen Loan Servicing, LLC's Motion for Summary Judgment

10/19/2018 **Request for Judicial Notice Doc ID# 101**
[101] Ocwen Loan Servicing, LLC's Request for Judicial Notice in support of Motion for Summary Judgment

10/22/2018 **Motion for Summary Judgment Doc ID# 102**
[102] Chersus Holdings LCC Motion for Summary Judgment

10/24/2018 **Errata Doc ID# 103**
[103] ERR - Errata to Defendant Chersus Holdings Motion for Summary Judgment

10/24/2018 **Exhibits Doc ID# 104**
[104] EXHS - Exhibits to Errata to Def Chersus Holdings MSJ

11/09/2018 **Opposition to Motion For Summary Judgment Doc ID# 105**
[105] Ocwen Loan Servicing, LLC's Opposition to Defendant Chersus Holdings' Motion for Summary Judgment

11/13/2018 **Motion for Summary Judgment Doc ID# 106**
[106] Southern Terrace Homeowners Association s Motion For Summary Judgment

11/15/2018 **Notice of Motion Doc ID# 107**
[107] Notice of Motion

11/16/2018 **Opposition to Motion For Summary Judgment Doc ID# 108**
[108] Defendant/ Counterclaimant, Chersus Holdings, LLC's Opposition to Plaintiff, Ocwen Loan Servicing, LLC's Motion for Summary Judgment

11/19/2018 **Stipulation and Order Doc ID# 109**
[109] Stipulation And Order To Extend Time For Southern Terrace Homeowners Association To File It s Motion For Summary Judgment

11/20/2018 **Notice of Entry Doc ID# 110**

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[110] Notice of Entry of Stipulation And Order To Extend Time For Southern Terrace Homeowners Association To File It s Motion For Summary Judgment

12/06/2018 **Notice of Rescheduling of Hearing Doc ID# 111**
[111] Notice of Rescheduling of Hearing

12/10/2018 **Opposition to Motion For Summary Judgment Doc ID# 112**
[112] Ocwen Loan Servicing, LLC's Opposition to Southern Terrace Homeowners Association's Motion for Summary Judgment

01/03/2019 **Reply Doc ID# 113**
[113] CHERSUS HOLDINGS, LLC REPLY TO OCWEN S OPPOSITION TO CHERSUS HOLDINGS, LLC MOTION FOR SUMMARY JUDGMENT

01/03/2019 **Reply Doc ID# 114**
[114] Ocwen Loan Servicing, LLC's Reply in Support of Motion for Summary Judgment

01/10/2019 **Motion for Summary Judgment (9:00 AM) (Judicial Officer Earley, Kerry)**
01/10/2019, 01/22/2019
Ocwen Loan Servicing, LLC's Motion for Summary Judgment
12/13/2018 Reset by Court to 01/10/2019
Result: Continued

01/10/2019 **Motion for Summary Judgment (9:00 AM) (Judicial Officer Earley, Kerry)**
01/10/2019, 01/22/2019
Southern Terrace Homeowners Association's Motion for Summary Judgment
Result: Continued

01/10/2019 **Motion for Summary Judgment (9:00 AM) (Judicial Officer Earley, Kerry)**
01/10/2019, 01/22/2019
Notice of Motion
Result: Continued

01/10/2019 **All Pending Motions (9:00 AM) (Judicial Officer Earley, Kerry)**
[Minutes](#)

01/22/2019 Result: Matter Heard
All Pending Motions (9:00 AM) (Judicial Officer Earley, Kerry)
[Parties Present](#)
[Minutes](#)

01/31/2019 Result: Matter Heard
CANCELED Calendar Call (11:00 AM) (Judicial Officer Earley, Kerry)
Vacated
09/27/2018 Reset by Court to 01/31/2019

02/19/2019 **CANCELED Jury Trial (9:00 AM) (Judicial Officer Earley, Kerry)**
Vacated
10/15/2018 Reset by Court to 02/19/2019

02/20/2019 **Recorders Transcript of Hearing Doc ID# 115**
[115] Recorders Transcript of Hearing Re: Ocwen Loan Servicing, LLC's Motion for Summary Judgment'southern Terrave Homeowners Assocation's Motion for Summary Judgment, January 22, 2019

05/06/2019 **Findings of Fact, Conclusions of Law and Order Doc ID# 116**
[116] Findings of Fact, Conclusions of Law and Order

05/07/2019 **Notice of Entry of Order Doc ID# 117**
[117] Notice of Entry of Order

06/06/2019 **Notice of Change of Address Doc ID# 118**
[118] Notice of Change Address

06/11/2019 **Motion to Reconsider Doc ID# 119**
[119] Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P. 59 and 60

06/11/2019 **Clerk's Notice of Hearing Doc ID# 120**
[120] Notice of Hearing

07/02/2019 **Opposition to Motion Doc ID# 121**
[121] Opposition to Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to NRCP 59 and 60

07/11/2019 **Reply in Support Doc ID# 122**
[122] Ocwen Loan Servicing, LLC's Reply in support of Motion to Alter or Amend Judgment and for Reconsideration Pursuant to NRCP 59 and 60

07/12/2019 **Notice of Rescheduling of Hearing Doc ID# 123**
[123] Notice of Rescheduling of Hearing

08/14/2019 **Notice of Rescheduling of Hearing Doc ID# 124**
[124] Notice of Rescheduling of Hearing

09/06/2019 **Notice Doc ID# 125**
[125] Ocwen Loan Servicing, LLC's Notice of Supplemental Authority in Support of Motion to Alter or Amend Judgment and for Reconsideration Pursuant to NRCP 59 and 60

09/18/2019 **Supplemental Doc ID# 126**
[126] Response to Notice of Supplemental Authority

09/19/2019 **CANCELED Motion to Amend Judgment (9:00 AM) (Judicial Officer Earley, Kerry)**
Vacated
Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P. 59 and 60
07/18/2019 Reset by Court to 08/01/2019
08/01/2019 Reset by Court to 08/20/2019
08/20/2019 Reset by Court to 09/19/2019

10/04/2019 **Notice of Rescheduling of Hearing Doc ID# 127**
[127] Motion to Alter or Amend Judgment and for Reconsideration and Opposition to Alter or Amend Judgment

10/12/2019 **Memorandum of Costs and Disbursements Doc ID# 128**
[128] Memorandum of Costs and Disbursements

10/12/2019 **Motion for Judgment Doc ID# 129**
[129] Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, tatutory, and Punitive Damages: (2) Order Awarding Attorney's Fees to Chersus Holdings LLC; and (3) Orders for Specific Performance

10/12/2019 **Declaration Doc ID# 130**
[130] Declaration of John Zimmer

10/12/2019 **Declaration Doc ID# 131**
[131] Declaration of Jagdish Mehta in Support of Chersus's Motion For: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC; and (3) Orders for Specific Performance

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10/12/2019 **Declaration Doc ID# 132**
[132] Declaration of Vernon Nelson

10/12/2019 **Memorandum of Costs and Disbursements Doc ID# 133**
[133] Memorandum of Costs and Disbursements

10/15/2019 **Motion to Retax Doc ID# 134**
[134] Ocwen Loan Servicing, LLC's Motion to Retax and Settle Costs

10/16/2019 **Notice of Motion Doc ID# 135**
[135] Notice of Motion

10/16/2019 **Clerk's Notice of Hearing Doc ID# 136**
[136] Notice of Hearing

10/21/2019 **Motion (3:00 AM) (Judicial Officer Earley, Kerry)**
Alter or Amend Judgment and for Reconsideration Pursuant to NRCP 59 and 60 and Opposition to Ocwen Loan Servicing, LLC Motion to Alter or Amend Judgment and for Reconsideration.
[Minutes](#)
10/24/2019 Reset by Court to 10/21/2019
Result: Dismissed

10/29/2019 **Opposition to Motion Doc ID# 137**
[137] Ocwen Loan Servicing, LLC's Opposition to Chersus Holdings, LLC's Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings, LLC; and (3) Orders for Specific Performance

10/30/2019 **Order Denying Motion Doc ID# 138**
[138] (1/27/20 Reversed) Order Denying Plaintiff's Motion for Reconsideration

11/07/2019 **Notice of Entry Doc ID# 139**
[139] NOTICE OF ENTRY ORDER DENYING PLAINTIFF S MOTION FOR RECONSIDERATION

11/07/2019 **Notice of Entry Doc ID# 140**
[140] NOTICE OF ENTRY ORDER DENYING PLAINTIFF S MOTION FOR RECONSIDERATION

11/07/2019 **Notice of Entry Doc ID# 141**
[141] Notice of Entry of Order Denying Plaintiffs Motion for Reconsideration

11/17/2019 **Reply to Motion Doc ID# 142**
[142] Chersus Holdings, LLC"S Reply to Ocwen Loan Servicing, LLC"S Opposition to Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, Statutory, and Punitive Damages; (2) Order Awarding Attorney's Fees to Chersus Holdings LLC; and (3) Orders for Specific Performance.

11/18/2019 **Motion to Reconsider Doc ID# 143**
[143] Ocwen Loan Servicing, LLC's Motion for Reconsideration of the Court's October 30, 2019 Order Pursuant to NRCP 59 and 60

11/19/2019 **Clerk's Notice of Hearing Doc ID# 144**
[144] Notice of Hearing

12/18/2019 **Motion Doc ID# 145**
[145] Motion to Extend Time to Oppose Motion for Reconsideration of the Court's October 30,2019 Order Pursuant to NRCP 59 and 60 on Order Shortening Time (First Request)

12/19/2019 **Clerk's Notice of Nonconforming Document Doc ID# 146**
[146] Clerk's Notice of Nonconforming Document

12/20/2019 **Clerk's Notice of Hearing Doc ID# 147**
[147] Notice of Hearing

12/20/2019 **Motion to Vacate Doc ID# 148**
[148] Motion to Vacate Hearing on Motion to Extend Time to Oppose Motion for Reconsideration of the Court's October 30.2019 Order Pursuant to NRCP 59 and 60

12/30/2019 **Opposition to Motion Doc ID# 149**
[149] Ocwen Loan Servicing, LLC's Opposition to Motion to Extend Time to Oppose Motion for Reconsideration of the Court's October 30, 2019 Order Pursuant to NRCP 59 and 60

12/30/2019 **Declaration Doc ID# 150**
[150] Second Declaration of Jagdish Mehta

01/03/2020 **Minute Order (3:00 AM) (Judicial Officer Earley, Kerry)**
[Minutes](#)
Result: Minute Order - No Hearing Held

01/07/2020 **CANCELED Motion for Judgment (9:00 AM) (Judicial Officer Earley, Kerry)**
Vacated
Motion for: (1) Judgment or Prove-Up Hearing for Compensatory, tatutory, and Punitive Damages: (2) Order Awarding Attorney's Fees to Chersus Holdings LLC; and (3) Orders for Specific Performance
11/21/2019 Reset by Court to 01/07/2020

01/07/2020 **CANCELED Motion For Reconsideration (9:00 AM) (Judicial Officer Earley, Kerry)**
Vacated
Ocwen Loan Servicing LLC's Motion for Reconsideration of the Court's October 30,2019 Order Pursuant to NRCP 59 and 60
12/19/2019 Reset by Court to 01/07/2020

01/07/2020 **CANCELED Motion (9:00 AM) (Judicial Officer Earley, Kerry)**
Vacated
Defendant's Motion to Extend Time to Oppose Motion for Reconsideration of the Court's October 30,2019 Order Pursuant to NRCP 59 and 60 on Order Shortening Time (First Request)
01/07/2020 Reset by Court to 01/07/2020

01/27/2020 **Order Granting Motion Doc ID# 151**
[151] Order Granting Ocwen Loan Servicing, LLC's Motion for Reconsideration of the Court's October 30, 2019 Order Pursuant to NRCP 59 and 60

02/03/2020 **Notice of Entry of Order Doc ID# 152**
[152] Notice of Entry of Order

02/06/2020 **Motion to Amend Judgment (9:00 AM) (Judicial Officer Earley, Kerry)**
Ocwen Loan Servicing, LLc's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P. 59 and 60
[Parties Present](#)
[Minutes](#)
Result: Denied

02/20/2020 **Order Doc ID# 153**
[153] Order Denying Ocwen Loan Servicing, LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P. 59 and 60

02/20/2020 **Notice of Entry Doc ID# 154**

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	[154] Notice of Entry of Order Denying Ocwen Loan Servicing LLC's Motion to Alter or Amend Judgment and for Reconsideration Pursuant to N.R.C.P. 59 and 60		
03/06/2020	Notice of Appeal	Doc ID# 155	
	[155] Notice of Appeal		
03/06/2020	Case Appeal Statement	Doc ID# 156	
	[156] Ocwen Loan Servicing, LLC's Case Appeal Statement		
03/18/2020	Proof of Service	Doc ID# 157	
	[157] Proof of Service		
03/18/2020	Proof of Service	Doc ID# 158	
	[158] Proof of Service		
09/14/2020	Request	Doc ID# 159	
	[159] Request for Transcripts		
10/05/2020	Recorders Transcript of Hearing	Doc ID# 160	
	[160] Transcript of Proceedings; February 6, 2020; Ocwen Loan Servicing, LLC Mot to Alter or Amend Judgment and for Reconsideration Pursuant to NRCP 59&60.		
12/03/2020	Order to Statistically Close Case	Doc ID# 161	
	[161] Civil Order to Statistically Close Case - Summary Judgment		
12/09/2020	Notice of Hearing	Doc ID# 162	
	[162] PROVE UP HEARING		
01/04/2021	Administrative Reassignment - Judicial Officer Change		
	Judicial Reassignment to Judge Nadia Krall		
01/12/2021	Notice of Association of Counsel	Doc ID# 163	
	[163] Notice of Association of Counsel		
01/12/2021	Notice of Appearance	Doc ID# 164	
	[164] Notice of Appearance of Steven T. Jaffe, Esq.		
03/01/2021	Substitution of Attorney	Doc ID# 165	
	[165] Substitution of Attorneys for Defendant, Southern Terrace Homeowners Association		
03/04/2021	Prove Up (9:00 AM) (Judicial Officer Krall, Nadia)		
	Parties Present		
	Minutes		
	Result: Matter Heard		
03/04/2021	Request for Judicial Notice	Doc ID# 166	
	[166] Request for Judicial Notice		
03/22/2021	Order	Doc ID# 167	
	[167] Granting Judgment in Favor of Counterclaimant Chersus Holdings, LLC		
03/22/2021	Notice of Entry	Doc ID# 168	
	[168] Notice of Entry of Order Granting Judgment in Favor of Counterclaimant Chersus Holdings, LLC		
03/23/2021	Notice of Appeal	Doc ID# 169	
	[169] Notice of Appeal		
03/23/2021	Case Appeal Statement	Doc ID# 170	
	[170] Ocwen Loan Servicing, LLC's Case Appeal Statement		
05/03/2021	Recorders Transcript of Hearing	Doc ID# 171	
	[171] Recorder's Transcript of Hearing Re: Prove Up heard 3-4-21		
09/23/2021	Request	Doc ID# 172	
	[172] Request for Transcripts		

FINANCIAL INFORMATION

	Counter Claimant Chersus Holdings, LLC		
	Total Financial Assessment		623.00
	Total Payments and Credits		623.00
	Balance Due as of 01/12/2022		0.00
03/28/2014	Transaction Assessment		223.00
03/28/2014	Efile Payment	Receipt # 2014-37461-CCCLK	Chersus Holdings, LLC (223.00)
05/09/2014	Transaction Assessment		200.00
05/09/2014	Efile Payment	Receipt # 2014-54717-CCCLK	Chersus Holdings, LLC (200.00)
10/22/2018	Transaction Assessment		200.00
10/22/2018	Efile Payment	Receipt # 2018-70330-CCCLK	Chersus Holdings, LLC (200.00)
	Counter Defendant Ocwen Loan Servicing, LLC		
	Total Financial Assessment		726.00
	Total Payments and Credits		726.00
	Balance Due as of 01/12/2022		0.00
02/19/2014	Transaction Assessment		270.00
02/19/2014	Efile Payment	Receipt # 2014-20390-CCCLK	Ocwen Loan Servicing, LLC (270.00)
04/16/2014	Transaction Assessment		200.00
04/16/2014	Efile Payment	Receipt # 2014-45086-CCCLK	Ocwen Loan Servicing, LLC (200.00)
07/28/2016	Transaction Assessment		3.00
07/28/2016	Payment (Window)	Receipt # 2016-72538-CCCLK	Nationwide Legal Nevada LLC (3.00)
10/22/2018	Transaction Assessment		200.00
10/22/2018	Efile Payment	Receipt # 2018-70183-CCCLK	Ocwen Loan Servicing, LLC (200.00)
05/23/2019	Transaction Assessment		5.00
05/23/2019	Payment (Window)	Receipt # 2019-31598-CCCLK	Legal Wings (5.00)
03/06/2020	Transaction Assessment		24.00
03/06/2020	Efile Payment	Receipt # 2020-13997-CCCLK	Ocwen Loan Servicing, LLC (24.00)
03/23/2021	Transaction Assessment		24.00

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03/23/2021	Efile Payment	Receipt # 2021-17220-CCCLK	Ocwen Loan Servicing, LLC	(24.00)
	Defendant Red Rock Financial Services LLC			
	Total Financial Assessment			423.00
	Total Payments and Credits			423.00
	Balance Due as of 01/12/2022			0.00
10/31/2016	Transaction Assessment			200.00
10/31/2016	Efile Payment	Receipt # 2016-105964-CCCLK	Red Rock Financial Services LLC	(200.00)
10/31/2016	Transaction Assessment			223.00
10/31/2016	Efile Payment	Receipt # 2016-105965-CCCLK	Red Rock Financial Services LLC	(223.00)
	Defendant Southern Terrance Homeowners Association			
	Total Financial Assessment			423.00
	Total Payments and Credits			423.00
	Balance Due as of 01/12/2022			0.00
02/21/2017	Transaction Assessment			223.00
02/21/2017	Efile Payment	Receipt # 2017-16828-CCCLK	Southern Terrance Homeowners Association	(223.00)
11/14/2018	Transaction Assessment			200.00
11/14/2018	Efile Payment	Receipt # 2018-75734-CCCLK	Southern Terrance Homeowners Association	(200.00)
	Defendant United Legal Services Inc			
	Total Financial Assessment			423.00
	Total Payments and Credits			423.00
	Balance Due as of 01/12/2022			0.00
10/24/2016	Transaction Assessment			223.00
10/24/2016	Efile Payment	Receipt # 2016-103359-CCCLK	United Legal Services Inc	(223.00)
11/06/2017	Transaction Assessment			200.00
11/06/2017	Efile Payment	Receipt # 2017-84042-CCCLK	United Legal Services Inc	(200.00)