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May 07 2021 11:17 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

DISTRICT COURT

CLARK COUNTY, NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada Limited Liability
Company; SJC VENTURES HOLDING
COMPANY, LLC, d/b/a SJC VENTURES, LLC,
a Delaware Limited Liability Company,

Plaintiffs,

vs.

CBC PARTNERS I, LLC, a foreign Limited
Liability Company; CBC PARTNERS, LLC, a
foreign Limited Liability Company; 5148
SPANISH HEIGHTS, LLC, a Nevada Limited
Liability Company; KENNETH ANTOS AND
SHEILA NEUMANN-ANTOS, as Trustees of
the Kenneth & Sheila Antos Living Trust and the
Kenneth M. Antos & Sheila M. Neumann-Antos
Trust; DACIA, LLC, a foreign Limited Liability
Company; DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

AND RELATED CLAIMS.

Case No.: A-20-813439-B
~~A-20-814541-B~~
Dept. No.: XI

NOTICE OF APPEAL

NOTICE IS HEREBY given that plaintiffs, Spanish Heights Acquisition Company, LLC and SJC Ventures Holding Company, LLC, d/b/a SJC Ventures, LLC, by and through their attorneys of record, the law firm MAIER GUTIERREZ & ASSOCIATES, appeal to the Supreme Court of Nevada from

1 the Order entered by the Eighth Judicial District Court on April 6, 2021, with notice of entry filed on
2 April 20, 2021, a copy of which is attached hereto as **Exhibit 1**.

3 DATED this 29th day of April, 2021.

4 Respectfully submitted,

5 **MAIER GUTIERREZ & ASSOCIATES**

6 /s/ Joseph A. Gutierrez

7 JOSEPH A. GUTIERREZ, ESQ.

8 Nevada Bar No. 9046

9 DANIELLE J. BARRAZA, ESQ.

10 Nevada Bar No. 13822

11 8816 Spanish Ridge Avenue

12 Las Vegas, Nevada 89148

13 *Attorneys for Plaintiffs*

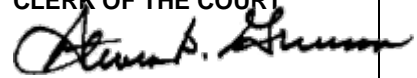
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Michael R. Mushkin, Esq.
MUSHKIN & COPPEDGE
6070 South Eastern Avenue, Suite 270
Las Vegas, Nevada 89119
*Attorneys for Defendants CBC Partners I, LLC, CBC Partners, LLC,
5148 Spanish Heights, LLC, and Dacia LLC*

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EXHIBIT 1

EXHIBIT 1



1 **NEO**

2 JOSEPH A. GUTIERREZ, ESQ.

3 Nevada Bar No. 9046

4 DANIELLE J. BARRAZA, ESQ.

5 Nevada Bar No. 13822

6 **MAIER GUTIERREZ & ASSOCIATES**

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13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 SPANISH HEIGHTS ACQUISITION
16 COMPANY, LLC, a Nevada Limited Liability
17 Company; SJC VENTURES HOLDING
18 COMPANY, LLC, d/b/a SJC VENTURES, LLC,
19 a Delaware Limited Liability Company,

20 Plaintiffs,

21 vs.

22 CBC PARTNERS I, LLC, a foreign Limited
23 Liability Company; CBC PARTNERS, LLC, a
24 foreign Limited Liability Company; 5148
25 SPANISH HEIGHTS, LLC, a Nevada Limited
26 Liability Company; KENNETH ANTOS AND
27 SHEILA NEUMANN-ANTOS, as Trustees of
28 the Kenneth & Sheila Antos Living Trust and the
Kenneth M. Antos & Sheila M. Neumann-Antos
Trust; DACIA, LLC, a foreign Limited Liability
Company; DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

AND RELATED CLAIMS.

Case No.: A-20-813439-B

Dept. No.: XI

NOTICE OF ENTRY OF ORDER

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD.

YOU AND EACH OF YOU will please take notice that a **FINDINGS OF FACT AND**

1 **CONCLUSIONS OF LAW** was hereby entered on the 6th day of April, 2021. A copy of which is
2 attached hereto.

3 DATED this 20th day of April, 2021.

4 Respectfully submitted,

5 **MAIER GUTIERREZ & ASSOCIATES**

6 /s/ Danielle J. Barraza

7 JOSEPH A. GUTIERREZ, ESQ.

8 Nevada Bar No. 9046

9 DANIELLE J. BARRAZA, ESQ.

10 Nevada Bar No. 13822

11 8816 Spanish Ridge Avenue

12 Las Vegas, Nevada 89148

13 *Attorneys for Plaintiffs*

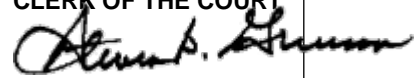
1 **CERTIFICATE OF SERVICE**

2 Pursuant to Administrative Order 14-2, a copy of the **NOTICE OF ENTRY OF ORDER**
3 was electronically filed on the 20th day of April, 2021, and served through the Notice of Electronic
4 Filing automatically generated by the Court's facilities to those parties listed on the Court's Master
5 Service List as follows:

6 Michael R. Mushkin, Esq.
7 MUSHKIN & COPPEDGE
8 6070 South Eastern Avenue, Suite 270
9 Las Vegas, Nevada 89119
10 *Attorneys for Defendants CBC Partners I, LLC, CBC Partners, LLC,*
11 *5148 Spanish Heights, LLC, and Dacia LLC*

12 /s/ Natalie Vazquez

13 An Employee of MAIER GUTIERREZ & ASSOCIATES
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3 **DISTRICT COURT**

4 **CLARK COUNTY, NEVADA**

5 SPANISH HEIGHTS ACQUISITION
6 COMPANY, LLC, a Nevada Limited Liability
7 Company; SJC VENTURES HOLDING
8 COMPANY, LLC, d/b/a SJC VENTURES,
9 LLC, a Delaware Limited Liability Company,

10 Plaintiffs,

11 v.

12 CBC PARTNERS I, LLC, a foreign Limited
13 Liability Company; CBC PARTNERS, LLC, a
14 foreign Limited Liability Company; 5148
15 SPANISH HEIGHTS, LLC, a Nevada Limited
16 Liability Company; KENNETH ANTOS AND
17 SHEILA NEUMANN-ANTOS, as Trustees of
18 the Kenneth & Sheila Antos Living Trust and
19 the Kenneth M. Antos & Sheila M. Neumann-
20 Antos Trust; DACIA, LLC, a foreign Limited
21 Liability Company; DOES I through X; and
22 ROE CORPORATIONS I through X,
23 inclusive,

24 Defendants.

Case No. A-20-813439-B

Dept. No.: XI

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

25 5148 SPANISH HEIGHTS, LLC, a Nevada
26 limited liability company; and CBC
27 PARTNERS I, LLC, a Washington limited
28 liability company,

Counterclaimants,

v.

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada Limited Liability
Company; SJC VENTURES, LLC, a Delaware
limited liability company; SJC VENTURES
HOLDING COMPANY, LLC, a Delaware
limited liability company; JAY BLOOM,
individually and as Manager, DOE

1 DEFENDANTS 1-10; and ROE
2 DEFENDANTS 11-20,
3 Counterdefendants.

4 FINDINGS OF FACT AND CONCLUSIONS OF LAW

5 This matter having come on for preliminary injunction and consolidated non-jury trial on
6 related issues pursuant to NRCP 65(a)(2)¹ before the Honorable Elizabeth Gonzalez beginning
7 on February 1, 2021, February 2, 2021 , February 3, 2021,² and March 15, 2021; Plaintiffs
8 SPANISH HEIGHTS ACQUISITION COMPANY, LLC, (“Spanish Heights”)³ and SJC
9 VENTURES HOLDING COMPANY, LLC, d/b/a SJC VENTURES, LLC (“SJCVC”) appearing
10 by and through their representative Jay Bloom and their counsel of record JOSEPH A.
11 GUTIERREZ, ESQ. and DANIELLE J. BARRAZA, ESQ. of the law firm of MAIER
12

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15 ¹ Pursuant to NRCP 65(a)(2), the parties have stipulated that the following legal issues surrounding the
16 claims and counterclaims are advanced for trial to be heard in conjunction with the hearing on the preliminary
17 injunction hearing:

- 18 a) Contractual interpretation and/or validity of the underlying “Secured Promissory Note” between
19 CBC Partners I, LLC, and KCI Investments, LLC, and all modifications (Counterclaim First, Fourth,
20 Ninth, and Twelfth Claim for Relief);
21 b) Interpretation and/or validity of the claimed third-position Deed of Trust and all modifications
22 thereto, and determination as to whether any consideration was provided in exchange for the Deed of Trust
23 (Counterclaim First, Fourth, Ninth, and Twelfth Claim for Relief);
24 c) Contractual interpretation and/or validity of the Forbearance Agreement, Amended Forbearance
25 Agreement and all associated documents/contracts (Counterclaim First, Fourth, Ninth, and Twelfth Claim
26 for Relief);
27 d) Whether the Doctrine of Merger applies to the claims at issue (Amended Complaint Fourth,
28 Seventh Cause of Action); and
e) Whether the One Action Rule applies to the claims at issue (Amended Complaint Third Cause of
Action).

The injunctive relief claims are contained in the Amended Complaint Sixth Cause of Action.

² The Court was advised on February 3, 2021, that Spanish Heights filed for bankruptcy protection. The
Court suspended these proceedings and stayed the matter for 30 days as to all parties for Defendants to seek relief
from the stay. As no order lifting the stay has been entered by the Bankruptcy Court, nothing in this order creates
any obligations or liabilities directly related to Spanish Heights; however, factual findings related to Spanish Heights
are included in this decision. The term “Plaintiffs” as used in these Findings of fact and Conclusions of Law is not
intended to imply any action by this Court against the debtor, Spanish Heights.

³ As a result of the bankruptcy filing, Spanish Heights did not participate in these proceedings on March 15,
2021.

1 GUTIERREZ & ASSOCIATES and Defendants CBC PARTNERS I, LLC, CBC PARTNERS,
2 LLC, appearing by and through its representative Alan Hallberg (“Hallberg”); 5148 SPANISH
3 HEIGHTS, LLC, KENNETH ANTOS and SHEILA NEUMANN-ANTOS, as Trustees of the
4 Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos
5 Trust; DACIA, LLC, (collectively “Defendants”) all Defendants appearing by and through their
6 counsel of record MICHAEL R. MUSHKIN, ESQ. and L. JOE COPPEDGE, ESQ. of the law
7 firm of MUSHKIN & COPPEDGE; the Court having read and considered the pleadings filed by
8 the parties; having reviewed the evidence admitted during the trial; having heard and carefully
9 considered the testimony of the witnesses called to testify and weighing their credibility; having
10 considered the oral and written arguments of counsel, and with the intent of rendering a decision
11 on the limited claims before the Court at this time, pursuant to NRCp 52(a) and 58; the Court
12 makes the following findings of fact and conclusions of law:

15 **I. Procedural Posture**

16 On April 9, 2020, the original complaint was filed and a Temporary Restraining Order
17 was issued without notice by the then assigned judge.⁴

19 Spanish Heights and SJCV initiated this action against CBC PARTNERS I, LLC, CBC
20 PARTNERS, LLC, 5148 SPANISH HEIGHTS, LLC, KENNETH ANTOS AND SHEILA
21 NEUMANN-ANTOS, as Trustees of the Kenneth & Sheila Antos Living Trust and the Kenneth
22 M. Antos & Sheila M. Neumann-Antos Trust (“Antos Trust”); DACIA, LLC, with the First
23 Amended Complaint being filed on May 15, 2020.

25 By Order filed May 29, 2020, the Court granted Plaintiffs’ Motion for Preliminary
26 Injunction on a limited basis that remained in effect until after expiration of the Governor’s
27

28 ⁴ This matter was reassigned to this department after an April 13, 2020, Request for Transfer to Business Court was made by the Defendants.

1 Emergency Directive 008.

2 On June 10, 2020, defendants CBC PARTNERS I, LLC, CBC PARTNERS, LLC, and
3 5148 Spanish Heights, LLC, filed their answer to the first amended complaint.

4 Defendants CBC PARTNERS I, LLC, and 5148 Spanish Heights, LLC, have also filed a
5 counterclaim against plaintiffs, and Jay Bloom.

6
7 On September 3, 2020, Defendant Antos Trust filed an answer and counterclaim against
8 SJCVC, which SJCVC answered on September 28, 2020.⁵

9 **II. Findings of Fact**

10 1. This action involves residential real property located at 5148 Spanish Heights
11 Drive, Las Vegas, Nevada 89148, with Assessor's Parcel Number 163-29-615-007 ("Property").

12 2. The original owners of the Property were Kenneth and Sheila Antos as joint
13 tenants, with the original deed recorded in April 2007.

14 3. On or about October 14, 2010, Kenneth M. Antos and Sheila M. Neumann-Antos
15 (collectively, "Antos") transferred the Property to Kenneth M. Antos and Sheila M. Neumann-
16 Antos, as Trustees of the Kenneth and Shelia Antos Living Trust dated April 26, 2007 (the
17 "Antos Trust", and together with "Antos", the "Antos Parties").

18 4. Nonparty City National Bank is the beneficiary of a first-position Deed of Trust
19 recorded on the Property.

20 5. Nonparty Northern Trust Bank is the beneficiary of a second-position Deed of
21 Trust recorded on the Property.

22 6. The Property is currently owned by Spanish Heights⁶ which has entered into a
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28 ⁵ The Antos have a pending motion for summary judgment.

⁶ The manager of Spanish Heights is SJCVC.

1 written lease agreement with SJC.V.⁷

2 7. Although the Property is residential, it is not owner occupied, but is occupied by
3 Jay Bloom (“Mr. Bloom”) and his family.

4 8. On or about June 22, 2012, nonparty KCI entered into a Secured Promissory Note
5 (the “Note”) with CBC Partners I, LLC, a Washington limited liability company (“CBCI”).
6

7 9. The Note memorialized a \$300,000 commercial loan that CBCI made to Antos’
8 restaurant company KCI to be used for the restaurant business.

9 10. On or around June 22, 2012, Kenneth and Sheila Antos, in their individual
10 capacities, signed a “Guaranty” in which they personally guaranteed payment of the Note.
11

12 11. The Note was secured by a “Security Agreement” dated June 22, 2012, where the
13 security interest includes KCI’s intellectual property, goods, tools, furnishings, furniture,
14 equipment and fixtures, accounts, deposit accounts, chattel paper, and receivables.

15 12. The Property was not included as collateral for the original Note.

16 13. The Note was modified and amended several times.

17 14. On November 13, 2013, a Fourth Modification to Secured Promissory Note
18 (“Fourth Modification”) was executed.
19

20 15. Paragraph 4 of the Fourth Modification amended Paragraph 6.12 of the Note as
21 follows:

22 6.12 Antos Debt. Permit guarantor Kenneth M. Antos (“Antos”) to incur,
23 create, assume or permit to exist any debt secured by the real property
24 located at 5148 Spanish Heights Drive, Las Vegas, Nevada 89148.

25 16. Along with the Fourth Modification, the Antos Trust provided a Security
26 Agreement with Respect to Interest in Settlement Agreement and Mutual Release (the “Security
27

28 ⁷ The manager of SJC.V. is Bloom.

1 Agreement”).

2 17. This Security Agreement not only granted a security interest in a Settlement
3 Agreement, but also contained certain Representations, Warranties and Covenants of the Antos
4 Parties, including:

5 3.3 Sale, Encumbrance or Disposition. Without the prior written consent
6 of the Secured Party, Antos will not (a) allow the sale or encumbrance of
7 any portion of the Collateral and (b) incur, create, assume or permit to
8 exist any debt secured by the real property located at 5148 Spanish
9 Heights Drive, Las Vegas, NV 89148, other than the first and second
position deeds of trust or mortgages...

10 18. KCI was acquired by Preferred Restaurant Brands, Inc. formerly known as Dixie
11 Foods International, Inc. (“Dixie”).

12 19. The Note was assumed by Dixie with the Antos Parties continuing to guaranty the
13 obligation.

14 20. On or about October 31, 2014, a Seventh Modification to Secured Promissory
15 Note and Waiver of Defaults (“Seventh Modification”) was entered.

16 21. CBCI determined that prior to extension of additional credit; additional security
17 was required to replace a previously released security interest in other collateral.
18

19 22. Paragraph 18(f) of the Seventh Modification provided for a condition precedent:

20 Execution and delivery by Kenneth M. Antos and Sheila M. Neumann-
21 Antos, as Trustees of the Kenneth and Sheila Antos Living Trust dated
22 April 26, 2007, and any amendments thereto (the “Antos Trust”) to Lender
23 of a Deed of Trust on the real property located at 5148 Spanish Heights
24 Drive, Las Vegas, Nevada 89148 (the “Real Property”), in form and
substance satisfactory to Lender in its sole discretion.

25 23. On or about December 17, 2014, the Antos Trust delivered to CBCI a Certificate
26 of Trust Existence and Authority (“Certificate of Trust”).

27 24. The Certificate of Trust provides in part:

28 Kenneth M. Antos and Sheila M. Neumann-Antos, as trustees (each, a

1 “Trustee”) acting on behalf of the Trust, are each authorized and
2 empowered in the name of the Trust without the approval or consent of the
other Trustee, the beneficiaries, or any other person:

3 To execute and deliver a Deed of Trust, Assignment of Rents,
4 Security Agreement and Fixture Filing (the “Deed of Trust”), to
5 secure (i) obligations owing to Lender by KCI Investments, LLC, a
6 Nevada limited liability company, and Preferred Restaurant
7 Brands, Inc., a Florida corporation (individually and collectively,
8 “Borrower”), (ii) that certain Secured Promissory Note dated as of
9 June 22, 2012, in the maximum principal amount of \$3,250,000.00
10 (the “Note”) executed by Borrower in favor of Lender, (iii) that
11 certain Guaranty dated June 22, 2012, executed by the Grantors as
12 individuals and not in their capacity as trustees, and (iv) the other
13 documents and instruments executed or delivered in connection
14 with the foregoing.

15 25. The Certificate of Trust further provides:

16 The Deed of Trust and Lender’s provision of credit under the terms of the
17 Note will directly and indirectly benefit the Trust and its beneficiaries.

18 The Trustees of the Trust have the authority to enter into the transactions
19 with respect to which this Certificate is being delivered, and such
20 transactions will create binding obligations on the assets of the Trust.

21 26. On or about December 29, 2014, a Deed of Trust, Assignment of Rents, Security
22 Agreement and Fixture Filing (the “Deed of Trust”) was recorded against the Property in the
23 Clark County Recorder’s Office as Instrument No. 201412290002856 for the purpose of
24 securing the Note.

25 27. The revocable trust indirectly benefitted from this additional credit that was
26 issued to Antos and his business by CBCI.

27 28. The Deed of Trust is subordinate to the first mortgage to City National in the
28 principal amount of approximately \$3,240,000.00 with a monthly payment of \$19,181.07, and a
second mortgage to Northern Trust Bank in the principal amount of approximately \$599,000.00
with monthly payments of \$3,034.00.

29 29. On or about April 30, 2015, a Ninth Modification to Secured Promissory Note

1 and Waiver of Defaults (“Ninth Modification”) was executed.

2 30. Paragraph 14(c) of the Ninth Modification provides for a condition precedent as
3 follows:

4 Execution by the Trustees of the Kenneth and Sheila Antos Living Trust
5 dated April 26, 2007, and any amendments thereto, and delivery to Lender
6 of the Correction to Deed of Trust Assignment of Rents, Security
7 Agreement and Fixture Filing, in form and substance satisfactory to
8 Lender.

9 31. On July 22, 2015, a Correction to Deed of Trust, Assignment of Rent, Security
10 Agreement and Fixture Filing (“Correction to Deed of Trust”) was recorded in the Clark County
11 Recorder’s Office as Instrument No. 201507220001146.

12 32. This Correction to Deed of Trust modified Paragraph One of the Deed of Trust to
13 read:

14 One: Payment of any and all amounts (collectively, the “Guarantied
15 Obligations”) due and owing by Trustor under that certain Guaranty from
16 Kenneth Antos and Sheila Antos (individually and collectively,
17 “Guarantor”) dated June 22, 2012, in favor of Beneficiary (the
18 “Guaranty”), guarantying the indebtedness evidenced by that certain
19 Secured Promissory Note (and any renewals, extensions, modifications
20 and substitutions thereof) (collectively, the “Note”), executed by KCI
21 Investments, LLC, a Nevada limited liability company, and Preferred
22 Restaurant Brands, Inc., a Florida corporation (individually and
23 collectively, “Borrower”), dated June 22, 2012, as modified, in the
24 maximum principal sum of THREE MILLION AND NO/100 DOLLARS
25 (\$3,000,000.00), together with interest thereon, late charges and collection
26 costs as provided in the Note.

27 33. On or about December 2, 2016, CBCI sold a portion of the monetary obligations
28 of the Note in the amount of \$15,000.00 to Southridge Partners II, LP.

34. On or about December 2, 2016, CBCI and KCI entered into a Forbearance
Agreement.

35. As part of the Forbearance Agreement, the Antos Trust executed a Consent,
Reaffirmation, and General Release by the Trust wherein the Antos Trust agreed

1 to join in and be bound to the terms of the Representations and Warranties
2 contained in Sections 4 and 7, and the General Release contained in
3 Section 8 of the Agreement applicable as though the Trust were a Credit
4 Party.

5 36. On or about December 2, 2016, a Tenth Modification to Secured Promissory Note
6 (“Tenth Modification”) was entered into.

7 37. Paragraph 6(e) of the Tenth Modification provides for a condition precedent as
8 follows:

9 Delivery to Lender of a duly executed First Modification to Deed of Trust,
10 Assignment of Rents, Security Agreement and Fixture Filing, by Kenneth
11 M. Antos and Sheila M. Neumann-Antos, Trustees of the Kenneth and
12 Sheila Antos Living Trust dated April 26, 2007, and any amendments
13 thereto, as trustor, related to that certain Deed of Trust, Assignment of
14 Rents, Security Agreement and Fixture Filing made December 17, 2014,
15 and recorded in the Official Records of Clark County, Nevada, on
16 December 29, 2014, as instrument number 20141229-0002856.

17 38. On December 19, 2016, the First Modification to Deed of Trust, Assignment of
18 Rents, Security Agreement and Fixture Filing was recorded in the Clark County Recorder’s
19 Office as Instrument No. 201612190002739.

20 39. On or about July 21, 2017, Mr. Bloom proposed to service the CBCI Note in
21 exchange for the ownership in the Property. Specifically, Mr. Bloom wrote,

22 My thought is that this proposal gets the 3rd lender:

- 23 • a full recovery of its Note balance plus all protective advances past and future,
- 24 • interim cash flow and
- 25 • provides interim additional full collateral where, given the current value of the
26 property, the 3rd position lender is currently unsecured.

27 As to the Seller, he:

- 28 • gets out from under a potential deficiency judgment from the 3rd position
lender and
- unburdens himself from any additional assets that may have been pledged.

40. Spanish Heights was created to facilitate this transaction.

41. On September 27, 2017, CBCI, the Antos Trust, Spanish Heights and Mr.

1 Bloom's company, SJCVC, entered into the 2017 Forbearance Agreement.

2 42. The September 27, 2017 Forbearance Agreement indicates that Mr. Bloom's
3 company Spanish Heights intends to acquire the Property and make certain payments to CBCI
4 pursuant to the terms of the 2017 Forbearance Agreement.

5 43. Mr. Bloom testified that he was not provided with a complete set of documents
6 reflecting the prior transactions between the Antos and KCI⁸ and that misrepresentations were
7 made regarding the prior transactions by CBCI.

8 44. In the 2017 Forbearance Agreement, the Antos Parties, Spanish Heights and
9 SJCVC acknowledged default and affirmed CBCI has fully performed.

10 45. The 2017 Forbearance Agreement contains an acknowledgement that the prior
11 agreements between the Antos and CBCI are valid.

12 Par. 8.7 Enforceable Amended Note and Modified Deed of Trust/No Conflicts. The
13 Amended Note and Modified Deed of Trust and the Forbearance Agreement, are legal,
14 valid, and binding agreements of Antos Parties and the SJCVC Parties, enforceable in
15 accordance with their respective terms, and any instrument or agreement required
16 hereunder or thereunder, when executed and delivered, is (or will be) similarly legal,
17 valid, binding and enforceable. This Forbearance Agreement does not conflict with any
18 law, agreement, or obligation by which Antos Parties and the SJCVC parties is bound.

19 46. In connection with the 2017 Forbearance Agreement, on November 3, 2017, the
20 Antos Trust conveyed the Property to Spanish Heights.

21 47. A lease agreement between Spanish Heights as the Landlord, and SJCVC as the
22 Tenant, was executed by both Spanish Heights and SJCVC on or around August 15, 2017.

23 48. The lease agreement between Spanish Heights and SJCVC indicates that the lease
24 term is two years, with an option for SJCVC to exercise two additional consecutive lease
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27 ⁸ The Court finds that regardless of whether all of the prior transactional documents were provided to Mr.
28 Bloom, Mr. Bloom was on notice of the prior transactions. The 2017 Forbearance Agreement clearly identifies the
nature of the prior transactions in the section entitled "The Parties and Background" which begins on page 1 of the
document.

1 extensions.

2 49. Pursuant to the terms of the 2017 Forbearance Agreement, Spanish Heights was
3 to make certain payments to CBCI and other parties. In addition, a balloon payment of the total
4 amount owing, under the Note, was due on August 31, 2019.

5 50. Pursuant to the 2017 Forbearance Agreement, SJCVC affirmed all obligations due
6 to CBCI under the Note and Modified Deed of Trust.

7 51. The 2017 Forbearance Agreement provides in pertinent part, "CBCI is free to
8 exercise all of its rights and remedies under the Note and Modified Deed of Trust..."

9 52. The 2017 Forbearance Agreement states the rights and remedies are cumulative
10 and not exclusive, and may be pursued at any time.

11 53. As part of the 2017 Forbearance Agreement, there were certain requirements of
12 Spanish Heights attached as Exhibit B to the 2017 Forbearance Agreement.

13 54. Among the requirements was the understanding that the First Lien holder would
14 pay the real property taxes, that CBCI would pay the 1st and 2nd Mortgage payments to prevent
15 default, that Spanish Heights would make certain repairs and improvements to the Property,
16 Spanish Heights would maintain the Property, and Spanish Heights would pay for a customary
17 homeowner's insurance policy and all Homeowner's Association dues.

18 55. In addition to the requirements of the 2017 Forbearance Agreement, there was
19 additional security to be provided by Spanish Heights, SJCVC, and others.

20 56. Among the additional security was a Pledge Agreement, through which the
21 members of Spanish Heights pledged 100% of the membership interest in Spanish Heights.⁹

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28 ⁹ The Pledge Agreement states in pertinent part:

THIS PLEDGE AGREEMENT dated 27th (sic)(this "Agreement") is made by Kenneth & Sheila Antos

1 57. The Pledge Agreement provides in pertinent part, “Secured Party shall have the
2 right, at any time in Secured Party’s discretion after a Non-Monetary Event of Default ... to
3 transfer to or to register in the name of Secured Party or any of Secured Party’s nominees any or
4 all of the Pledged Collateral.”

5 58. Pursuant to the Pledge Agreement, upon an event of default, Pledgors (SJCVC and
6 Antos) appointed CBCI as Pledgors’ attorney-in-fact to execute any instrument which Secured
7 Party may deem necessary or advisable to accomplish the purposes of the Pledge Agreement.
8

9 59. The Pledge Agreement was signed on September 27, 2017, by the Antos and Mr.
10 Bloom as purported manager on behalf of Spanish Heights. No separate signature block for
11 SJCVC appears on the Pledge Agreement.
12

13 60. Paragraph 17 of the Pledge Agreement contained a notice provision which
14 required notice to the Pledgors to be given to Pledgors through Plaintiffs’ current counsel, Maier
15 Gutierrez & Associates.
16

17 61. As additional required security, SJCVC agreed to a Security Agreement to grant
18 CBCI a Security Interest in a Judgment described as:

19 SJCVC represents that First 100, LLC, and 1st One Hundred Holdings,
20 LLC, obtained a Judgment in the amount of \$2,221,039,718.46 against
21 Raymond Ngan and other Defendants in the matter styled *First 100, LLC,*
22 *Plaintiff(s) vs. Raymond Ngan, Defendant(s)*, Case No, A-17-753459-C in
23 the 8th Judicial District Court for Clark County, Nevada (the “Judgment”),
SJCVC represents It holds a 24,912% Membership Interest in 1st One
Hundred Holdings, LLC. SJCVC represents and warrant that no party, other

24 Living Trust (the Antos Trust”), SJC Ventures, LLC (“SJCVC”)(collectively the “Pledgors”) to CBC
25 Partners I, LLC, a Washington limited-liability company (“Secured Party” or “CBCI”).

26 ***

27 WHEREAS, Pledgors are the owners of 100%, of the membership interests (the “Membership Interests”)
28 of Spanish Heights Acquisition Company, LLC, a Nevada limited liability company (“SHAC”), which has
been organized pursuant to the terms of the Limited Liability Company Agreement of Spanish Heights
Acquisition Company, LLC.

1 than the Collection Professionals engaged to collect the Judgment, have a
2 priority to receive net Judgment proceeds attributable to SJCVC before
3 SJCVC; and that SJCVC shall receive Its interest at a minimum in pari passu
4 with other parties who hold interests in the Judgment. 1st One Hundred
5 Holdings, LLC, represents and warrant that no party, other than the
6 Collection Professionals engaged to collect the Judgment and certain other
7 creditors of 1st One Hundred Holdings, have a priority to receive net
8 Judgment proceeds prior to distributions to 1st One Hundred Holdings
9 Members; and that SJCVC shall receive Its interest at a minimum in pari
10 passu with other parties who hold interests in the Judgment.

11 62. In addition to the other consideration in the 2017 Forbearance Agreement, the
12 Antos Trust signed a Personal Guaranty Agreement, guaranteeing to CBCI the full and punctual
13 performance of all the obligations described in the 2017 Forbearance Agreement.

14 63. Pursuant to the Amendment to Forbearance Agreement and Related Agreements,
15 dated December 1, 2019 (the "Amendment to 2017 Forbearance Agreement"), SJCVC¹⁰
16 acknowledged that it pledged its membership interest in Spanish Heights as collateral for the
17 2017 Forbearance Agreement.¹¹

18 ¹⁰ An argument has been made that SJCVC did not pledge its stock under the original Pledge Agreement.
19 Given the notice provision in the original Pledge Agreement, Mr. Bloom's signature as manager on behalf of
20 Spanish Heights, rather than SJCVC, and the language of the Pledge Agreement reflecting a pledge of 100% of the
interest in membership of Spanish Heights, it appears the signature line for Mr. Bloom may have been incorrect.
Mr. Bloom is not the manager of Spanish Heights; Mr. Bloom is the manager of SJCVC, which serves as the manager
of Spanish Heights. The language in paragraphs 5 and 9 of the Amendment to the 2017 Forbearance Agreement
reaffirms SJCVC's pledge of its membership interest.

21 ¹¹ The Amendment to the 2017 Forbearance Agreement states in pertinent part:

22 WHEREAS, on or about September 27, 2017, the parties executed a Forbearance Agreement whereby
23 CBCI agreed to forbear from exercising the rights and remedies under certain loan documents executed by
24 the "Antos Parties." In addition to the Forbearance Agreement, the parties executed "Exhibit B" to the
Forbearance Agreement, a Lease Agreement, an Account Control Agreement, a Membership Pledge
Agreement, an Assignment of Rents, and a Security Agreement (collectively "the Related Agreements").

25 ***

26 5. The Membership Pledge Agreement executed by SJCVC and the Antos Trust shall remain in effect and
27 the execution of this Amendment shall not be considered a waiver of CBCI's rights under the Membership
Pledge Agreement.

28 ***

1 64. On or about December 1, 2019, CBCI, the Antos, Spanish Heights and SJC
2 entered into an Amendment to the 2017 Forbearance Agreement, extending the date of the
3 balloon payment to March 31, 2020.

4 65. The Amendment to 2017 Forbearance Agreement was signed by the Antos,
5 Bloom as purported manager on behalf of Spanish Heights, and Bloom as manager of SJC.
6

7 66. Pursuant to the Amendment to 2017 Forbearance Agreement, the Security
8 Agreement “shall remain in effect and the execution of this Amendment shall not be considered
9 a waiver of CBCI’s rights under the Security Agreement...”

10 67. Pursuant to the Amendment to 2017 Forbearance Agreement, any amendment
11 must be in writing.
12

13 68. On March 12, 2020, Spanish Hills Community Association recorded a Health and
14 Safety Lien against the Property. This Lien was for Nuisances and Hazardous Activities.

15 69. On or about March 16, 2020, CBCI mailed a Notice of Non-Monetary Defaults to
16 Spanish Heights and SJC. This Notice of Non-Monetary Default delineated the following
17 defaults:
18

- 19 1. Evidence of homeowner’s insurance coverage Pursuant to Paragraph
20 1(A)(6) of Amendment to Forbearance Agreement and Related
21 Agreements;
- 22 2. Evidence of repairs pursuant to Paragraph 3(c)(1) of Exhibit B to
23 Forbearance Agreement;
- 24 3. Evidence of Bank of America account balance of \$150,000.00
25 pursuant to Paragraph 6(c) of Exhibit B to Forbearance Agreement;
- 26 4. Opinion letter from SJC Ventures and 1st One Hundred Holdings
27 counsel regarding the Judgment and Security Agreement pursuant to
28 Paragraph 1(A)(12) of Amendment to Forbearance Agreement and
 Related Agreements;

9. The Membership Pledge Agreement executed by SJC and the Antos Trust shall remain in effect and
the execution of this Amendment shall not be considered a waiver of CBCI’s rights under the Membership
Pledge Agreement.

5. Evidence of corporate authority for SJC Ventures and 1st One Hundred Holdings pursuant to Paragraph 1(A)(13) of Amendment to Forbearance Agreement and Related Agreements; and
6. Evidence of SJC Ventures filing of applications for mortgages to refinance 5148 Spanish Heights Drive, pursuant to paragraph 1(C) of Amendment to Forbearance Agreement and Related Agreements.

70. On April 1, 2020, a Notice of Default and Demand for Payment was sent to Spanish Heights and SJCVC. This letter had a typo on the date of final balloon payment being due on March 31, 2021. This was corrected and emailed to Spanish Height's and SJCVC's counsel noting that the default date was corrected to March 31, 2020.

71. On April 1, 2020, under separate cover, counsel for CBCI sent a Notice to Spanish Heights, SJCVC, and Antos that CBCI would exercise its rights under the Pledge Agreement by transferring the pledged collateral to CBCI's nominee CBC Partners, LLC.

72. On April 1, 2020, CBC Partners received the Assignment of Company and Membership Interest of Spanish Heights from the Antos Trust.

73. On April 3, 2020, a Notice to Vacate was sent to SJCVC.

74. On April 6, 2020, CBCI sold the Note and security associated with the Note, to 5148 Spanish Heights, LLC.

75. On May 28, 2020, the Assignment of Interest in Deed of Trust was recorded in the Clark County Recorder's Office as Instrument No 202005280002508.

76. On September 15, 2020, Notice of Breach and Election to Sell Under Deed of Trust was recorded in the Clark County Recorder's Office as Instrument No 202009150001405.

77. On December 15, 2020, Notice of Trustee's Sale was recorded in the Clark County Recorder's Office Instrument No 20201215-0000746. The Sale was scheduled for January 5, 2021.

78. CBCI, through Hallberg, and Mr. Antos, both individually and as Trustee of the

1 revocable living trust as makers; confirm the original debt and the Deed of Trust as collateral for
2 the Note.

3 79. 5148 Spanish Heights, LLC, issued a new Notice of Default on January 4, 2021.

4 80. NRS 107.080 sets forth the notice requirements that were followed by 5148
5 Spanish Heights, LLC, and Nevada Trust Deed Services.

6 81. Plaintiff has shown no defect or lack of adequate statutory notice in the current
7 notice.
8

9 82. NRS 47.240 provides for conclusive presumptions relevant to certain provisions
10 of the relevant documents.¹²

11 83. Nothing in the evidence presented during these proceedings provides any basis for
12 departure from the conclusive presumptions recited in the agreements between the parties.¹³
13

14 84. At this time, CBCI has acquired the Antos interest in Spanish Heights through the
15 Pledge Agreement. The membership interest in a limited liability company is not an interest in
16

17 ¹² **NRS 47.240 Conclusive presumptions.** The following presumptions, and no others, are conclusive:

18 ***

19 2. The truth of the fact recited, from the recital in a written instrument between the parties thereto, or their
20 successors in interest by a subsequent title, but this rule does not apply to the recital of a consideration.

21 ¹³ For purposes of this proceeding, the Court applies the conclusive presumptions of NRS 47.240 to the
22 following :

23 From the Pledge Agreement:

24 WHEREAS, Pledgors are the owners of 100%, of the membership interests (the "Membership Interests")
25 of Spanish Heights Acquisition Company, LLC, a Nevada limited liability company ("SHAC"), which has
26 been organized pursuant to the terms of the Limited Liability Company Agreement of Spanish Heights
27 Acquisition Company, LLC.

28 From the Amendment to the 2017 Forbearance Agreement:

WHEREAS, on or about September 27, 2017, the parties executed a Forbearance Agreement whereby
CBCI agreed to forbear from exercising the rights and remedies under certain loan documents executed by
the "Antos Parties." In addition to the Forbearance Agreement, the parties executed "Exhibit B" to the
Forbearance Agreement, a Lease Agreement, an Account Control Agreement, a Membership Pledge
Agreement, an Assignment of Rents, and a Security Agreement (collectively "the Related Agreements").

1 real property. Title to the Property remains in Spanish Heights.

2 85. Plaintiff has not established unanimity of interest in title to the Property.

3 86. Plaintiff has not established an intent on behalf of the creditor to merge their lien
4 with equitable title.

5 87. Plaintiff has provided no evidence that the 2017 Forbearance Agreement and
6 Amendment to the 2017 Forbearance Agreement are vague or ambiguous.

7
8 88. Plaintiff has provided no evidence of fraud or misrepresentation by any
9 Defendant.

10 89. If any findings of fact are properly conclusions of law, they shall be treated as if
11 appropriately identified and designated.
12

13 **III. Conclusions of Law**

14
15 1. The legal standard for granting injunctive relief is set forth in NRS 33.010, which
16 provides:

17 Cases in which injunction may be granted. An injunction may be
18 granted in the following cases:

19 1. When it shall appear by the complaint that the plaintiff is
20 entitled to the relief demanded, and such relief or any part thereof
21 consists in restraining the commission or continuance of the act
complained of, either for a limited period or perpetually.

22 2. When it shall appear by the complaint or affidavit that the
23 commission or continuance of some act, during the litigation,
would produce great or irreparable injury to the plaintiff.

24 3. When it shall appear, during the litigation, that the
25 defendant is doing or threatens, or is about to do, or is procuring or
26 suffering to be done, some act in violation of the plaintiff's rights
27 respecting the subject of the action, and tending to render the
judgment ineffectual.

28 2. Given the current bankruptcy stay, the Court extends the existing injunctive relief

1 entered January 5, 2021, pending further order from the Bankruptcy Court.

2 3. The relevant documents, including, but not limited to, the 2017 Forbearance
3 Agreement and Amendment to Forbearance Agreement and Related Agreements, dated
4 December 1, 2019, are clear and unambiguous as a matter of law

5 4. The Note is secured by the Property.

6 5. As a condition precedent to the Fourth, Seventh, Ninth, and Tenth Modifications
7 to the Note, a Deed of Trust encumbering the Property was required.
8

9 6. The Antos Parties had authority, individually and as Trustees of the Antos Trust,
10 to encumber the Property with the Deed of Trust to CBCI.

11 7. Plaintiffs have waived any defects, acknowledged the encumbrance and agreed, in
12 writing to pay twice; first in the 2017 Forbearance Agreement and second, in the Amendment to
13 the 2017 Forbearance Agreement.
14

15 8. Plaintiffs agreed in the 2017 Forbearance Agreements to pay the amounts in
16 question by separate promise to the Antos Parties.
17

18 9. The Antos Trust received an indirect benefit from the transactions related to the
19 Deed of Trust.

20 10. Mr. Antos testified that the Property was used as security in exchange for
21 additional capital and release of other collateral from CBCI .
22

23 11. Mr. Antos agrees with CBCI that Plaintiffs have failed to perform.

24 12. NRS 107.500 is only required of owner-occupied housing.

25 13. The doctrine of merger provides that “[w]hen a greater and a less estate
26 coincide and meet in one and the same person, without any intermediate estate, the less is
27 immediately merged in the greater, and thus annihilated.” 31 C.J.S. Estates § 153.
28

1 14. Plaintiffs have made no showing of the applications of the doctrine of merger in
2 this case. As no interests have merged, and there is no showing of intent to merge

3 15. The one-action rule “does not excuse the underlying debt.” *Bonicamp v. Vazquez*,
4 120 Nev. 377, 382-83, 91 P.3d 584, 587 (2004).

5 16. The One-Action Rule prohibits a creditor from “first seeking the personal
6 recovery and then attempting, in an additional suit, to recover against the collateral.” *Bonicamp*,
7 120 Nev. at 383, 91 P.3d at 587 (2004). When suing a debtor on a secured debt, a creditor may
8 initially elect to proceed against the debtor or the security. If the creditor sues the debtor
9 personally on the debt, the debtor may then either assert the one-action rule, forcing the creditor
10 to proceed against the security first before seeking a deficiency from the debtor, or decline to
11 assert the one-action rule, accepting a personal judgment and depriving the creditor of its ability
12 to proceed against the security. NRS 40.435(3); *Bonicamp*, 120 Nev. at 383, 91 P.3d at 587
13 (2004).

14 17. The “One-Action Rule” was specifically waived by the debtor. The Deed of Trust
15 paragraph 6.21(a) states:
16

17 Trustor and Guarantor each waive all benefits of the one-action
18 rule under NRS 40.430, which means, without limitation, Trustor
19 and Guarantor each waive the right to require Lender to (i) proceed
20 against Borrower, any other guarantor of the Loan, any pledgor of
21 collateral for any person’s obligations to Lender or any other
22 person related to the Note and Loan Documents, (ii) proceed
23 against or exhaust any other security or collateral Lender may
24 hold, or (iii) pursue any other right or remedy for Guarantors’
benefit.

25 18. The 2017 Forbearance Agreement paragraph 25 gives the benefit of cumulative
26 remedies.

27 The rights and remedies of CBCI under this Forbearance
28 Agreement and the Amended Note and Modified Deed of Trust are

1 cumulative and not exclusive of any rights or remedies that CBCI
2 would otherwise have, and may be pursued at any time and from
3 time to time and in such order as CBCI shall determine in its sole
4 discretion.

5 19. The Court concludes as a matter of law that the Plaintiffs have not established
6 facts or law to support the claim that the One-Action Rule bars recovery under the defaulted
7 Note and Security documents.

8 20. The Court's Temporary Restraining Order, filed January 5, 2021, will remain in
9 place pending further order of the Bankruptcy Court.

10 21. If any conclusions of law are properly findings of fact, they shall be treated as if
11 appropriately identified and designated.

12 JUDGMENT

13 Based upon the foregoing Findings of Fact and Conclusions of Law, and other good
14 cause appearing:

15 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that as to the
16 Claims for Declaratory Relief, the Court declares the third position Deed of Trust is a valid
17 existing obligation against the Property.


18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that as to the
19 Claims for Declaratory Relief, the Court declares that the Note is a valid existing obligation.

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that as to the
21 Claims for Declaratory Relief, the Court declares that the Pledge Agreement is a valid existing
22 obligation of SJCVC.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that as to the
24 Claims for Declaratory Relief, the Court declares that the acquisition of a membership interest in
25 Spanish Heights does not merge the Defendants interests.
26
27
28

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as to the Claims for Declaratory Relief, the Court declares that there has been a valid waiver of the One-Action Rule.

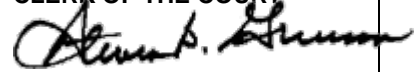
Dated this 6th day of April, 2021


Elizabeth Gonzalez, District Court Judge

Certificate of Service

I hereby certify that on the date filed, a copy of the foregoing Findings of Fact and Conclusions of Law was electronically served, pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court Electronic Filing Program.

/s/ *Dan Kutinac*
Dan Kutinac, JEA



1 **ASTA**
JOSEPH A. GUTIERREZ, ESQ.
2 Nevada Bar No. 9046
DANIELLE J. BARRAZA, ESQ.
3 Nevada Bar No. 13822
MAIER GUTIERREZ & ASSOCIATES
4 8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
5 Telephone: 702.629.7900
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6 E-mail: jag@mgalaw.com
djb@mgalaw.com

7 *Attorneys for Plaintiffs*

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

12 SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada Limited Liability
13 Company; SJC VENTURES HOLDING
COMPANY, LLC, d/b/a SJC VENTURES, LLC,
14 a Delaware Limited Liability Company,

15 Plaintiffs,

16 vs.

17 CBC PARTNERS I, LLC, a foreign Limited
Liability Company; CBC PARTNERS, LLC, a
18 foreign Limited Liability Company; 5148
SPANISH HEIGHTS, LLC, a Nevada Limited
Liability Company; KENNETH ANTOS AND
19 SHEILA NEUMANN-ANTOS, as Trustees of
the Kenneth & Sheila Antos Living Trust and the
20 Kenneth M. Antos & Sheila M. Neumann-Antos
Trust; DACIA, LLC, a foreign Limited Liability
21 Company; DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

22 Defendants.

23
24 AND RELATED CLAIMS.

A-20-813439-B

Case No.: ~~A-20-814541-B~~
Dept. No.: XI

CASE APPEAL STATMENT

25
26 Plaintiffs Spanish Heights Acquisition Company, LLC and SJC Ventures Holding Company,
27 LLC, d/b/a SJC Ventures, LLC ("Appellants"), by and through their attorneys of record, the law firm
28 MAIER GUTIERREZ & ASSOCIATES, submit this case appeal statement:

1 1. Name of appellant filing this case appeal statement:
2 Spanish Heights Acquisition Company, LLC and SJC Ventures Holding Company, LLC, d/b/a
3 SJC Ventures, LLC.
4 2. Identify the judge issuing the decision, judgment or order appealed from:
5 Honorable District Court Judge Elizabeth Gonzalez; Findings of Fact and Conclusions of Law,
6 notice of entry filed on April 20, 2021.
7 3. Identify each appellant and the name and address of counsel for each appellant:
8 Spanish Heights Acquisition Company, LLC and SJC Ventures Holding Company, LLC, d/b/a
9 SJC Ventures, LLC., c/o Joseph A. Gutierrez, Esq., Danielle J. Barraza, Esq., of the law firm MAIER
10 GUTIERREZ & ASSOCIATES located at 8816 Spanish Ridge Avenue, Las Vegas, Nevada 89148.
11 4. Identify each respondent and the name and address of appellate counsel, if known, for
12 each respondent (if the name of a respondent's appellate counsel is unknown, indicate as much and
13 provide the name and address of that respondent's trial counsel):
14 CBC Partners I, LLC, CBC Partners, LLC, 5148 Spanish Heights, LLC, and Dacia LLC, c/o
15 Michael R. Mushkin, Esq., of the law firm MUSHKIN & COPPEDGE located at 6070 South Eastern
16 Avenue, Suite 270, Las Vegas, Nevada 89119.
17 5. Indicate whether any attorney identified above in response to question 3 or 4 is not
18 licensed to practice law in Nevada and, if so, whether the district court granted that attorney
19 permission to appear under SCR 42 (attach a copy of any district court order granting such
20 permission):
21 N/A.
22 6. Indicate whether appellant was represented by appointed or retained counsel in the
23 district court:
24 Appellants were represented by retained counsel in the district court.
25 7. Indicate whether appellant is represented by appointed or retained counsel on appeal:
26 Appellants are represented by retained counsel on appeal.
27 ///
28 ///

1 8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the
2 date of entry of the district court order granting such leave:

3 Not applicable.

4 9. Indicate the date the proceedings commenced in the district court (e.g., date complaint,
5 indictment, information, or petition was filed):

6 Appellants' complaint was filed on April 9, 2020, and an amended complaint was filed on
7 May 15, 2020.

8 10. Provide a brief description of the nature of the action and result in the district court,
9 including the type of judgment or order being appealed and the relief granted by the district court:

10 This action involves the residential property located at 5148 Spanish Heights Drive, Las
11 Vegas, Nevada 89148, with Assessor's Parcel Number 163-29-615-007 ("Property"). The Property
12 is owned by Appellant/Plaintiff Spanish Heights Acquisition Company, LLC pursuant to a recorded
13 deed, and leased by Appellant/Plaintiff SJC Ventures LLC pursuant to a valid lease agreement. Third-
14 party defendant Jay Bloom resides at the Property with his family. The Property is not used for
15 commercial purposes, nor is it allowed to be used for commercial purposes pursuant to the Property's
16 CC&Rs. The original owners of the Property were Kenneth M. Antos and Sheila M. Neumann-Antos,
17 who then transferred it to their Trust, prior to transferring the Property to Appellant/Plaintiff Spanish
18 Heights Acquisition Company, LLC.

19 CBC Partners I, LLC and/or its claimed successor in interest 5148 Spanish Heights, LLC
20 purport to be the holder of a Secured Promissory Note ("Note") issued in favor of various companies
21 associated with Kenneth Antos. According to various amendments made to the Note, CBC Partners
22 I, LLC attempted to acquire a third-position Deed of Trust against the Property as security for that
23 Note, which the actual owners of the Property (the Antos Trust) did not receive any consideration for.

24 Appellant/Plaintiff Spanish Heights Acquisition Company, LLC acquired the Property from
25 the Antos Trust and executed a Forbearance Agreement and Amended Forbearance Agreement
26 regarding the underlying Note, which claimed that CBC Partners I, LLC held a valid third-position
27 Deed of Trust against the Property.

28 Thereafter, CBC Partners I, LLC claimed that Appellant/Plaintiff Spanish Heights Acquisition

1 Company, LLC had breached the Forbearance Agreement, and attempted to foreclose on the Property
2 evict SJC Ventures Holding Company, LLC from the Property, in the midst of the pandemic and while
3 Governor Sisolak's foreclosure and eviction moratorium was in place – thus in violation of Nevada
4 law.

5 On April 9, 2020, Appellants initiated this action against CBC Partners I, LLC, CBC Partners,
6 LLC, 5148 Spanish Heights, LLC, Kenneth Antos and Sheila Neumann-Antos, as Trustees of the
7 Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos Trust
8 ("Antos Trust"); Dacia, LLC, with the First Amended Complaint being filed on May 15, 2020. In the
9 Amended Complaint, injunctive relief was sought regarding the interference of Plaintiffs/Appellants'
10 rights to the Property.

11 The matter proceeded to a non-jury trial and evidentiary hearing on the request for injunctive
12 relief, in which the following five legal issues were decided by the Court:

- 13 1) Contractual interpretation and/or validity of the underlying "Secured Promissory Note"
14 between CBC Partners I, LLC and KCI Investments, LLC and all modifications thereto;
- 15 2) Interpretation and/or validity of the claimed third-position Deed of Trust and all modifications
16 thereto, and determination as to whether any consideration was provided in exchange for the
17 Deed of Trust;
- 18 3) Contractual interpretation and/or validity of the Forbearance Agreement, Amended
19 Forbearance Agreement and all associated documents/contracts;
- 20 4) Whether the Doctrine of Merger applies to the claims at issue; and
- 21 5) Whether the One Action Rule applies to the claims at issue.

22 Following the trial, on April 6, 2021 the district court entered its Findings of Fact and
23 Conclusions of Law, with notice of entry filed on April 20, 2021. This appeal relates to the Findings
24 of Fact and Conclusions of Law as it affects the claim for injunctive relief.

25 11. Indicate whether the case has previously been the subject of an appeal to or original
26 writ proceeding in the Supreme Court and, if so, the caption and Supreme Court docket number of the
27 prior proceeding:

28 Not applicable.

1 **CERTIFICATE OF SERVICE**

2 Pursuant to Administrative Order 14-2, a copy of the foregoing **CASE APPEAL**
3 **STATEMENT** was electronically filed on the 29th day of April, 2021, and served through the Notice
4 of Electronic Filing automatically generated by the Court's facilities to those parties listed on the
5 Court's Master Service List:

6 Michael R. Mushkin, Esq.
7 MUSHKIN & COPPEDGE
8 6070 South Eastern Avenue, Suite 270
9 Las Vegas, Nevada 89119
10 *Attorneys for Defendants CBC Partners I, LLC, CBC Partners, LLC,*
11 *5148 Spanish Heights, LLC, and Dacia LLC*

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28

/s/ Natalie Vazquez

An Employee of MAIER GUTIERREZ & ASSOCIATES

CASE SUMMARY**CASE NO. A-20-813439-B**

Spanish Heights Acquisition Company LLC, Plaintiff(s)
 vs.
 CBC Partners I LLC, Defendant(s)

§
 §
 §
 §
 §

Location: **Department 11**
 Judicial Officer: **Gonzalez, Elizabeth**
 Filed on: **04/09/2020**
 Case Number History:
 Cross-Reference Case Number: **A813439**

CASE INFORMATIONCase Type: **NRS Chapters 78-89**

Case
 Status: **04/09/2020 Open**








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

Case Number	A-20-813439-B
Court	Department 11
Date Assigned	04/14/2020
Judicial Officer	Gonzalez, Elizabeth

PARTY INFORMATION

Plaintiff	SJC Ventures Holdings Company LLC	<i>Lead Attorneys</i> Gutierrez, Joseph A. <i>Retained</i> 702-629-7900(W)
	Spanish Heights Acquisition Company LLC	Gutierrez, Joseph A. <i>Retained</i> 702-629-7900(W)
Defendant	5148 Spanish Heights LLC	Mushkin, Michael R. <i>Retained</i> 702-454-3333(W)
	CBC Partners I LLC	Mushkin, Michael R. <i>Retained</i> 702-454-3333(W)
	CBS Partners LLC	Mushkin, Michael R. <i>Retained</i> 702-454-3333(W)
	Dacia LLC	
	Kenneth & Sheila Antos Living Trust	Mushkin, Michael R. <i>Retained</i> 702-454-3333(W)
	Kenneth M. Antos & Sheila M. Neumann-Antos Trust	Mushkin, Michael R. <i>Retained</i> 702-454-3333(W)
Counter Claimant	5148 Spanish Heights LLC	Mushkin, Michael R. <i>Retained</i> 702-454-3333(W)
	Antos, Kenneth	Mushkin, Michael R. <i>Retained</i> 702-454-3333(W)

CASE SUMMARY**CASE NO. A-20-813439-B****CBC Partners I LLC****Mushkin, Michael R.**
Retained
702-454-3333(W)**Neumann-Antos, Sheila****Mushkin, Michael R.**
Retained
702-454-3333(W)**Counter
Defendant****Bloom, Jay****Gutierrez, Joseph A.**
Retained
702-629-7900(W)**SJC Ventures Holdings Company LLC****Gutierrez, Joseph A.**
Retained
702-629-7900(W)**SJC Ventures Holdings Company LLC****Gutierrez, Joseph A.**
Retained
702-629-7900(W)**Spanish Heights Acquisition Company LLC****Gutierrez, Joseph A.**
Retained
702-629-7900(W)**Third Party
Plaintiff****5148 Spanish Heights LLC****Mushkin, Michael R.**
Retained
702-454-3333(W)**Trustee****Antos, Kenneth****Mushkin, Michael R.**
Retained
702-454-3333(W)**Neumann-Antos, Sheila****Mushkin, Michael R.**
Retained
702-454-3333(W)

DATE	EVENTS & ORDERS OF THE COURT	INDEX
	<u>EVENTS</u>	
04/09/2020	 Complaint <i>Complaint</i>	
04/09/2020	 Initial Appearance Fee Disclosure <i>Initial Appearance Fee Disclosure</i>	
04/09/2020	 Summons Electronically Issued - Service Pending <i>Summons</i>	
04/09/2020	 Exhibits <i>Exhibit 14</i>	
04/10/2020	 Motion Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Plaintiff's Application for Temporary Restraining Order and Motion for Preliminary Injunction on Order Shortening Time</i>	
04/10/2020	 Notice of Entry of Order <i>Notice of Entry of Order</i>	
04/10/2020	 Clerk's Notice of Hearing	

CASE SUMMARY














CASE NO. A-20-813439-B

Notice of Hearing

04/13/2020	 Request to Transfer to Business Court <i>Request for Business Court</i>
04/13/2020	 Initial Appearance Fee Disclosure Filed By: Counter Claimant CBC Partners I LLC <i>Initial Appearance Fee Disclosure</i>
04/14/2020	 Notice of Department Reassignment <i>Notice of Department Reassignment</i>
04/14/2020	 Opposition to Motion <i>Opposition to Plaintiffs' Application for Temporary Restraining Order and Motion for Preliminary Injunction</i>
04/21/2020	 Reply in Support Filed By: Counter Defendant Spanish Heights Acquisition Company LLC <i>Plaintiff's Reply in Support of Application for Temporary Restraining Order and Motion for Preliminary Injunction</i>
04/23/2020	 Errata Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Errata to Plaintiffs' Reply in Support of Application for Temporary Restraining Order and Motion for Preliminary Injunction</i>
04/24/2020	 Notice of Posting Bond Filed By: Counter Defendant Spanish Heights Acquisition Company LLC <i>Notice of Posting Bond</i>
04/27/2020	 Errata Filed By: Counter Claimant CBC Partners I LLC <i>Errata to Opposition to Plaintiffs Application for Temporary Restraining Order and Preliminary Injunction</i>
04/27/2020	 Answer and Counterclaim Filed By: Counter Claimant CBC Partners I LLC <i>Defendant CBC Partners I, LLC S Answer to Complaint and Counterclaimants 5148 Spanish Heights, LLC and CBC partners I, LLC Counterclaim Against Spanish Heights Acquisition Company, LLC, SJC Ventures, LLC, SJC Ventures Holding Company, LLC, and Jay Bloom</i>
04/27/2020	 Initial Appearance Fee Disclosure Filed By: Third Party Plaintiff 5148 Spanish Heights LLC <i>Initial Appearance Fee Disclosure</i>
04/27/2020	 Summons Electronically Issued - Service Pending <i>Summons SJC Ventures</i>
04/27/2020	 Summons Electronically Issued - Service Pending <i>Summons - SJC Ventures Holding</i>
04/27/2020	 Summons Electronically Issued - Service Pending <i>Summons - Jay Bloom</i>






CASE SUMMARY

CASE NO. A-20-813439-B

05/06/2020	 Demand for Jury Trial <i>Demand For Jury Trial</i>
05/06/2020	 Trial Subpoena Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Subpoena - Civil</i>
05/11/2020	 Trial Subpoena Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Subpoena - Civil</i>
05/13/2020	 Motion for Protective Order <i>Motion for Protective Order</i>
05/13/2020	 Request for Judicial Notice <i>Request for Judicial Notice in Support of Motions for Protective Order and Opposition for Preliminary Injunction</i>
05/13/2020	 Motion to Quash Filed By: Third Party Plaintiff 5148 Spanish Heights LLC <i>Motion to Quash Subpoena and for Protective Order</i>
05/13/2020	 Declaration Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>Declaration of Taiwan Davis</i>
05/13/2020	 Declaration Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>Declaration of David Hodgman</i>
05/13/2020	 Declaration Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>Declaration of Jeffrey K. Waldo</i>
05/13/2020	 Affidavit Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>Affidavit of Nicole Guralny, Esq.</i>
05/14/2020	 Affidavit of Service Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>Affidavit of Service Re: - SJC Ventures LLC, A Delaware Limited Liability Holding Company</i>
05/14/2020	 Affidavit of Service <i>Affidavit of Service - SJC Ventures</i>
05/14/2020	 Proof of Service <i>Proof of Service - Jay Bloom</i>

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05/14/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
05/14/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
05/15/2020	 Amended Complaint Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Amended Complaint</i>
05/15/2020	 Summons Electronically Issued - Service Pending Party: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Summons</i>
05/15/2020	 Summons Electronically Issued - Service Pending <i>Summons</i>
05/15/2020	 Summons Electronically Issued - Service Pending <i>Summons</i>
05/15/2020	 Summons Electronically Issued - Service Pending <i>Summons</i>
05/15/2020	 Summons Electronically Issued - Service Pending <i>Summons</i>
05/15/2020	 Summons Electronically Issued - Service Pending <i>Summons</i>
05/26/2020	 Summons <i>Summons</i>
05/26/2020	 Summons <i>Summons</i>
05/26/2020	 Summons <i>Summons</i>
05/26/2020	 Summons <i>Summons</i>
05/28/2020	 Transcript of Proceedings <i>Transcript of Proceedings: Hearing on Plaintiffs' Application for Temporary Restraining Order and Motion for Preliminary Injunction</i>
05/29/2020	 Order Granting Motion Filed By: Counter Defendant Spanish Heights Acquisition Company LLC <i>Order Granting Plaintiffs' Motion for Preliminary Injunction on a Limited Basis</i>
05/29/2020	

CASE SUMMARY

CASE NO. A-20-813439-B

	 Motion to Dismiss Filed By: Counter Claimant CBC Partners I LLC; Defendant 5148 Spanish Heights LLC <i>Motion to Dismiss First Amended Complaint as to Dacia, LLC</i>
05/29/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
05/29/2020	 Notice of Entry of Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Notice of Entry of Order</i>
06/04/2020	 Summons <i>Summons</i>
06/04/2020	 Summons Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Summons</i>
06/08/2020	 Business Court Order <i>Business Court Order</i>
06/10/2020	 Answer to Amended Complaint Filed By: Counter Claimant CBC Partners I LLC <i>Defendants CBC Partners I, LLC, CBC Partners, LLC, and 5148 Spanish Heights, LLC Answer to First Amended Complaint</i>
06/12/2020	 Opposition to Motion to Dismiss Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC PLAINTIFFS' OPPOSITION TO DACIA, LLC'S MOTION TO DISMISS FIRST AMENDED COMPLAINT
06/16/2020	 Motion for Order to Show Cause <i>Defendants/Counterclaimants CBC Partners I, LLC and 5148 Spanish Heights, LLC's Motion for Order to Show Cause on Order Shortening Time</i>
06/16/2020	 Notice of Intent Filed By: Counter Claimant CBC Partners I LLC <i>Counterclaimants Notice of Intent to Default</i>
06/16/2020	 Notice of Intent Filed By: Counter Claimant CBC Partners I LLC <i>Counterclaimants Notice of Intent to Default</i>
06/19/2020	 Opposition Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC PLAINTIFFS OPPOSITION TO DEFENDANTS CBC PARTNERS I, LLC AND 5148 SPANISH HEIGHTS, LLC S MOTION FOR ORDER TO SHOW CAUSE ON ORDER SHORTENING TIME AND COUNTERMOTION FOR SANCTIONS
06/19/2020	 Objection Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter

CASE SUMMARY













CASE NO. A-20-813439-B

Defendant SJC Ventures Holdings Company LLC
PLAINTIFFS OBJECTION TO THE NOTICES OF INTENT TO DEFAULT FILED ON JUNE 16, 2020

06/22/2020	 Reply in Support <i>Reply in Support of Defendants/Counterclaimants CBC Partners I, LLC and 5148 Spanish Heights, LLC Motion for Order to Show Cause On Order Shortening Time</i>
06/22/2020	 Supplement Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Plaintiffs' Supplemental Exhibit to Opposition to Defendants CBC Partners I, LLC and 5148 Spanish Heights, LLC's Motion for Order to Show Cause on Order Shortening Time and Countermotion for Sanctions</i>
06/23/2020	 Reply in Support <i>Reply in Support of Motion to Dismiss First Amended Complaint as to Dacia, LLC</i>
06/24/2020	 Motion <i>CBC Partners I, LLC, and 5148 Spanish Heights, LLC's, Emergency Motion for Approval to Issue Subpoenas Duces Tecum on Order Shortening Time</i>
06/26/2020	 Reply Filed by: Counter Claimant CBC Partners I LLC; Defendant 5148 Spanish Heights LLC <i>Reply to Plaintiffs' Objection to the Notices of Intent to Default and Request to Strike Objection</i>
06/29/2020	 Opposition Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Plaintiffs Opposition To Defendants CBC Partners I, LLC And 5148 Spanish Heights, LLC's Emergency Motion For Approval To Issue Subpoenas Duces Tecum On Order Shortening Time And Countermotion For Protective Order</i>
06/30/2020	 Scheduling and Trial Order <i>Business Court Scheduling Order and Order Setting Civil Jury Trial, Pretrial Conference, and Calendar Call</i>
07/02/2020	 Transcript of Proceedings <i>Transcript of Proceedings: Hearing on Defendant's Motion to Dismiss First Amended Complaint as to Dacia, LLC, and Evidentiary Hearing</i>
07/10/2020	 Transcript of Proceedings <i>Transcript of Proceedings: Hearing on CBC Partners I's Motion for Order to Show Cause 6/22/2020</i>
07/10/2020	 Answer to Counterclaim Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC; Counter Defendant Bloom, Jay Spanish Heights Acquisition Company, LLC, SJC Ventures LLC, SJC Ventures Holding Company, LLC, and Jay Bloom's Answer To Counterclaim
07/11/2020	 Order Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBS Partners LLC; Defendant 5148 Spanish Heights LLC <i>Order of Contempt</i>

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CASE NO. A-20-813439-B

07/14/2020	 Notice of Entry of Order Filed By: Counter Claimant CBC Partners I LLC <i>Notice of Entry of Order</i>
07/20/2020	 Filing Fee Remittance Filed By: Counter Defendant Bloom, Jay <i>Initial Appearance Fee Disclosure</i>
07/27/2020	 Motion for Appointment of Receiver Filed By: Defendant 5148 Spanish Heights LLC <i>Motion for Appointment of Receiver</i>
07/27/2020	 Motion for Partial Summary Judgment Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>5148 Spanish Heights, LLC and CBC Partners I LLC, Motion for Partial Summary Judgment</i>
07/27/2020	 Motion for Order Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBS Partners LLC; Defendant 5148 Spanish Heights LLC <i>Defendants/ Counterclaimant's Motion for Order Determining Jay Bloom to be a Vexatious Litigant</i>
07/27/2020	 Motion Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBS Partners LLC; Defendant 5148 Spanish Heights LLC <i>5148 Spanish Heights, LLC and CBC Partners I, LLC Motion for Determination of Unlawful Detainer</i>
07/27/2020	 Motion for Sanctions Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBS Partners LLC; Defendant 5148 Spanish Heights LLC <i>Motion for Sanctions Pursuant to NRCP Rule 11</i>
07/29/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
07/29/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
07/29/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
08/10/2020	 Opposition to Motion For Summary Judgment Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Plaintiffs' Opposition to Defendants CBC Partners I, LLC and 5148 Spanish Heights, LLC's Defective Motion for Partial Summary Judgment</i>
08/10/2020	 Opposition to Motion Filed By: Counter Defendant Bloom, Jay <i>Jay Bloom's Opposition to Defendant CBC Partners I, LLC and 5148 Spanish Heights, LLC's Motion for Order Determining Jay Bloom to be Vexatious Litigant</i>

CASE SUMMARY

CASE NO. A-20-813439-B

08/10/2020	 Opposition and Countermotion Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Plaintiffs' Opposition to Defendants CBC Partners I, LLC and 5148 Spanish Heights, LLC's Rogue Motion for Sanctions and Countermotion for Sanctions</i>
08/10/2020	 Opposition to Motion Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Plaintiffs Opposition To Defendants CBC Partners I, LLC And 5148 Spanish Heights, LLC's Motion For Appointment Of Adverse Receiver</i>
08/10/2020	 Opposition to Motion Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC; Counter Defendant Bloom, Jay <i>Plaintiffs And Jay Blooms Opposition To Defendants CBC Partners I, LLC And 5148 Spanish Heights, LLCs Motion For Unlawful Detainer</i>
08/19/2020	 Motion for Protective Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Plaintiffs Objection And Motion For Protective Order Regarding Defendant/Counterclaimants 5148 Spanish Heights, LLC And CBC Partners I, LLC S Notice Of Intent To Serve Subpoenas</i>
08/20/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
08/24/2020	 Reply in Support <i>Reply in Support of Motion for Appointment of Receiver</i>
08/24/2020	 Reply in Support Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant 5148 Spanish Heights LLC <i>Reply in Support of Motion for Determination of Unlawful Detainer</i>
08/24/2020	 Reply in Support <i>5148 Spanish Heights, LLC and CBC Partners I, LLC Reply in Support of Motion For Partial Summary Judgment</i>
08/25/2020	 Reply in Support Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBS Partners LLC; Defendant 5148 Spanish Heights LLC <i>Reply in Support of Motion for Order Determining Jay Bloom to Be a Vexatious Litigant</i>
08/25/2020	 Reply in Support Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBS Partners LLC; Defendant 5148 Spanish Heights LLC <i>Reply in Support of Motion for Sanctions Pursuant to NRCP 11</i>
08/27/2020	 Notice of Intent to Take Default Party: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Seven-Day Notice of Intent to Take Default</i>
08/27/2020	 Notice of Intent to Take Default Party: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant

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CASE NO. A-20-813439-B

	SJC Ventures Holdings Company LLC <i>Seven-Day Notice of Intent to Take Default</i>
09/03/2020	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Antos, Kenneth; Counter Claimant Neumann-Antos, Sheila <i>Initial Appearance Fee Disclosure</i>
09/03/2020	 Answer and Counterclaim Filed By: Counter Claimant Antos, Kenneth; Counter Claimant Neumann-Antos, Sheila <i>Defendants Sheila Antos and Kenneth Antos, as Trustees of the Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos Trust Answer to First Amended Complaint and Counterclaim</i>
09/08/2020	 Opposition and Countermotion Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>Opposition and Countermotion For Protective Order</i>
09/08/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
09/14/2020	 Reply in Support Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Plaintiff's Reply in Support of Motion for Protective Order Regarding Defendant/Counterclaimants 5148 Spanish Heights, LLC and CBC Partners I, LLC's Notice of Intent to Serve Subpoenas and Opposition to Defendant/Counterclaimants 5148 Spanish Heights, LLC and CBC Partners I, LLC's Countermotion for Protective Order</i>
09/17/2020	 Reply in Support Filed By: Defendant CBS Partners LLC; Defendant 5148 Spanish Heights LLC <i>Reply in Support of Countermotion for Protective Order</i>
09/22/2020	 Order Denying Motion Filed By: Counter Defendant SJC Ventures Holdings Company LLC <i>Order Denying CBC Partners I, LLC and 5148 Spanish Heights, LLC s Motion for Order Determining Jay Bloom to be a Vexatious Litigant</i>
09/22/2020	 Order Denying Motion Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Order Denying CBC Partners I, LLC and 5148 Spanish Heights, LLC s Motion for Sanctions Pursuant to NRCP Rule 11 and Denying Plaintiffs Countermotion for Sanctions</i>
09/24/2020	 Notice of Entry of Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Notice of Entry of Order</i>
09/24/2020	 Notice of Entry of Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC <i>Notice of Entry of Order</i>
09/28/2020	 Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC <i>Interim Discovery Plan</i>

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CASE NO. A-20-813439-B

09/28/2020	 Answer to Counterclaim Filed By: Counter Defendant SJC Ventures Holdings Company LLC <i>SJC Ventures Holding Company, LLC, d/b/a SJC Ventures, LLC'S Answer to Counterclaim Filed by Kenneth Antos and Sheila Neumann-Antos, as Trustees of The Kenneth & Sheila Antos Living Trust and The Kenneth M. Antos & Sheila M Neumann - Antos Trust</i>
09/29/2020	 Order Denying Motion Filed By: Defendant 5148 Spanish Heights LLC <i>ORDER DENYING MOTION FOR UNLAWFUL DETAINER WITHOUT PREJUDICE</i>
09/29/2020	 Order <i>Order Granting in Part and Denying in Part Motion to Dismiss as to Dacia, LLC</i>
10/02/2020	 Notice of Entry of Order Filed By: Third Party Plaintiff 5148 Spanish Heights LLC <i>Notice of Entry of Order</i>
10/02/2020	 Notice of Entry of Order Filed By: Third Party Plaintiff 5148 Spanish Heights LLC <i>Notice of Entry of Order</i>
10/02/2020	 Supplement to Opposition Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Plaintiffs' Supplemental Opposition to Defendants CBC Partners I, LLC and 5148 Spanish Heights, LLC's Defective Motion for Partial Summary Judgment</i>
10/07/2020	 Motion for Preliminary Injunction Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction</i>
10/08/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
10/09/2020	 Reply in Support Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant 5148 Spanish Heights LLC <i>Supplemental Reply in Support of 5148 Spanish Heights, LLC and CBC Partners I, LLC s Motion For Partial Summary Judgment</i>
10/10/2020	 Order Denying Motion Filed By: Defendant 5148 Spanish Heights LLC <i>Order Denying Motion for Protective Orders</i>
10/12/2020	 Notice of Entry of Order Filed By: Third Party Plaintiff 5148 Spanish Heights LLC; Defendant 5148 Spanish Heights LLC <i>Notice of Entry of Order</i>
10/13/2020	 Notice Filed By: Counter Claimant CBC Partners I LLC; Defendant 5148 Spanish Heights LLC <i>Notice of Issuance of Subpoenas Duces Tecum to Bank of America</i>

CASE SUMMARY

CASE NO. A-20-813439-B

10/19/2020	 Opposition <i>Defendants Counterclaimants Opposition To Plaintiffs Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction</i>
10/19/2020	 Appendix <i>Appendix to Defendants/Counterclaimants Opposition To Plaintiffs Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction</i>
10/27/2020	 Objection Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>PLAINTIFFS OBJECTION TO DEFENDANTS UNILATERAL NOTICE OF TAKING DEPOSITION OF PLAINTIFF/COUNTERDEFENDANT JAY BLOOM</i>
10/27/2020	 Objection <i>PLAINTIFFS OBJECTION TO DEFENDANTS UNILATERAL NOTICE OF TAKING DEPOSITION OF PLAINTIFF/COUNTERDEFENDANT SPANISH HEIGHTS ACQUISITION COMPANY, LLC S PERSON MOST KNOWLEDGEABLE</i>
10/27/2020	 Objection <i>PLAINTIFFS OBJECTION TO DEFENDANTS UNILATERAL NOTICE OF TAKING DEPOSITION OF PLAINTIFF/COUNTERDEFENDANT SJC VENTURES HOLDING COMPANY, LLC d/b/a SJC VENTURES, LLC S PERSON MOST KNOWLEDGEABLE</i>
11/02/2020	 Reply Filed by: Counter Defendant Spanish Heights Acquisition Company LLC <i>PLAINTIFFS REPLY IN SUPPORT OF RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION</i>
11/03/2020	 Order <i>Order Denying CBC and 5148 Spanish Height's Motion for Partial Summary Judgment and Motion for Appointment of Receiver</i>
11/03/2020	 Notice of Entry of Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Notice of Entry of Order</i>
11/09/2020	 Declaration <i>Declaration of Kenneth M. Antos in Support of Defendants/Counterclaimants Opposition to Plaintiffs Renewed Application for Temporary Restraining Order and Motion For Preliminary Injunction</i>
11/09/2020	 Notice of Intent Filed By: Counter Claimant CBC Partners I LLC; Defendant CBS Partners LLC; Defendant 5148 Spanish Heights LLC <i>Notice of Intent to Serve Subpoena</i>
11/13/2020	 Objection Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>PLAINTIFFS OBJECTION TO DEFENDANTS/COUNTERCLAIMANTS FOURTH SUPPLEMENTAL LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS</i>
11/13/2020	 Objection

CASE SUMMARY

CASE NO. A-20-813439-B

PLAINTIFFS OBJECTION TO DEFENDANTS NOTICE OF INTENT TO SERVE DEPOSITION SUBPOENA DUCES TECUM

11/13/2020	 Motion <i>Plaintiffs Motion for an Order to Show Cause as to Why Defendant Dacia, LLC Should Not Be Held In Contempt for Failing to Abide By This Court S 10/10/2020 Order Denying Motion For Protective Orders</i>
11/16/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
11/16/2020	 Motion for Protective Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Plaintiffs' Motion for Protective Order Regarding Defendants/Counterclaimants' Notice of Intent to Serve Subpoena Upon Plaintiffs' Counsel</i>
11/17/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
11/24/2020	 Opposition to Motion <i>Opposition to Motion for Order to Show Cause and Countermotion for Protective Order</i>
11/30/2020	 Motion to Quash Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBS Partners LLC; Defendant 5148 Spanish Heights LLC; Counter Claimant Antos, Kenneth <i>Motion to Quash Subpoena to First Savings Bank and for Protective Order</i>
12/01/2020	 Clerk's Notice of Hearing <i>Notice of Hearing</i>
12/07/2020	 Opposition to Motion <i>Opposition to Plaintiffs' Motion for Protective Order Regarding Notice of Intent to Serve Subpoena Upon Plaintiffs' Counsel</i>
12/10/2020	 Motion to Dismiss <i>Renewed Motion to Dismiss First Amended Complaint as to Dacia, LLC or in the Alternative Motion for Summary Judgment</i>
12/10/2020	 Exhibits <i>Exhibits to Renewed Motion to Dismiss First Amended Complaint as to Dacia, LLC or in the Alternative Motion for Summary Judgment</i>
12/10/2020	 Clerk's Notice of Hearing <i>Clerk's Notice of Hearing</i>
12/11/2020	 Notice of Change of Hearing <i>Notice of Change of Hearing</i>
12/11/2020	 Reply Filed by: Counter Defendant Spanish Heights Acquisition Company LLC PLAINTIFFS REPLY IN SUPPORT OF MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANTS/COUNTERCLAIMANTS NOTICE OF INTENT TO SERVE SUBPOENA UPON PLAINTIFFS COUNSEL

CASE SUMMARY

CASE NO. A-20-813439-B

12/14/2020



Order Shortening Time

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
Plaintiffs Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time

12/15/2020



Exhibits

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
EXHIBITS IN SUPPORT OF PLAINTIFFS RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME

12/18/2020



Status Report

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
Joint Status Report

12/21/2020



Opposition to Motion

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC
Plaintiff's Opposition to the Untimely Motion to Quash Subpoena to First Savins Bank and for Protective Order

12/22/2020



Order Shortening Time

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
Plaintiffs Motion to Advance the January 11, 2021 Hearing on Plaintiffs Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time

12/22/2020



Reply in Support

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
Plaintiffs' Reply in Support of Motion for an Order to Show Cause as to Why Defendant Dacia, LLC Should Not be Held in Contempt for Failing to Abide By This Court's 10/10/20 Order Denying Motion for Protective Orders

12/23/2020



Notice of Intent to Take Default

Party: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
Seven-Day Notice of Intent to Take Default

12/24/2020



Opposition to Motion

Defendants/Counterclaimants Opposition To Plaintiffs Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time

12/24/2020



Declaration

Declaration of Alan Hallberg in Support of Defendants/Counterclaimants Opposition to Plaintiffs Renewed Application for Temporary Restraining Order and Motion For Preliminary Injunction On An Order Shortening Time

12/24/2020



Declaration

Declaration of Kenneth M. Antos in Support of Defendants/Counterclaimants Opposition to Plaintiffs Renewed Application for Temporary Restraining Order and Motion For Preliminary Injunction On An Order Shortening Time

CASE SUMMARY

CASE NO. A-20-813439-B

12/24/2020	 Appendix <i>Appendix of Exhibits Defendants/Counterclaim-ants Opposition To Plaintiffs Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time</i>
12/24/2020	 Opposition Filed By: Counter Defendant Spanish Heights Acquisition Company LLC <i>Plaintiffs' Opposition to Renewed Motion to Dismiss First Amended Complaint as to Dacia LLC or in the Alternative Motion for Summary Judgment</i>
12/29/2020	 Objection <i>Dacia, LLC's Objection to Plaintiffs' Seven-Day Notice of Intent to Default</i>
12/30/2020	 Order <i>Order Granting in Part Plaintiffs Motion for Protective Order Regarding Defendants-Counterclaimants Notice of Intent to Serve Subpoena upon Plaintiffs Counsel</i>
12/30/2020	 Notice of Entry of Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Notice of Entry of Order</i>
12/31/2020	 Motion for Summary Judgment <i>Kenneth Antos and Sheila Neumann-Antos Motion For Summary Judgment</i>
12/31/2020	 Appendix <i>Appendix to Kenneth Antos and Sheila Neumann-Antos Motion For Summary Judgment</i>
01/01/2021	 Reply in Support Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Plaintiff's Reply in Support of Renewed Application for Temporary Restraining Order and Motion for Preliminary INjunction on an Order Shortening Time</i>
01/04/2021	 Declaration <i>Declaration of Kenneth M. Antos in Support of Motion For Summary Judgment</i>
01/05/2021	 Temporary Restraining Order <i>Temporary Restraining Order</i>
01/05/2021	 Clerk's Notice of Hearing <i>Clerk's Notice of Hearing</i>
01/05/2021	 Notice of Entry of Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Notice of Entry of Order</i>
01/05/2021	 Reply in Support <i>Reply in Support of Renewed Motion to Dismiss First Amended Complaint as to Dacia, LLC or in the Alternative Motion for Summary Judgment</i>
01/08/2021	 Reply in Support <i>Reply in Support of Motion to Quash Subpoena to First Savings Bank and for Protection</i>

CASE SUMMARY

CASE NO. A-20-813439-B

Order

01/12/2021



Stipulation

Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
STIPULATION REGARDING LEGAL ISSUES TO BE DECIDED BY THE COURT AT BIFURCATED TRIAL COMMENCING FEBRUARY 1, 2021

01/14/2021



Trial Subpoena

Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
Trial Subpoena of NRCP 30(b)(6) of CBC Partners I, LLC

01/14/2021



Trial Subpoena

Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
Trial Subpoena to Kenneth Antos

01/14/2021



Opposition to Motion For Summary Judgment

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
Plaintiffs' Opposition to Defendants Kenneth Antos and Sheila Neumann-Antos' Motion For Summary Judgment

01/21/2021



Order

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
Order Granting Plaintiffs Motion for an Order to Show Cause as to Why Defendant Dacia should Not be Held in Contempt for Failing to Abide by this Court's 10-10-2020 Order and Denying in Part Dacia s Motion for Protective Order Following Subsequent hearing of january 4, 2021

01/25/2021



Trial Subpoena

Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
Amended Trial Subpoena

01/25/2021



Trial Subpoena

Amended Trial Subpoena

01/25/2021



Notice of Entry of Order

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
Notice of Entry of Order

01/27/2021



Application

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
Plaintiff's Application for Attorneys' Fees Associated with Plaintiff's Successful Motion for an Order to Show Cause

01/28/2021



Audiovisual Transmission Equipment Appearance Request

Audiovisual Transmission Equipment Appearance Request

02/19/2021



Transcript of Proceedings

Transcript of Proceedings: Preliminary Injunction Hearing and Trial - Day 1

CASE SUMMARY

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02/19/2021	 Transcript of Proceedings <i>Transcript of Proceedings: Preliminary Injunction Hearing and Trial - Day 2</i>
02/19/2021	 Transcript of Proceedings <i>Transcript of Proceedings: Preliminary Injunction Hearing and Trial - Day 3</i>
03/10/2021	 Reply in Support Filed By: Counter Claimant Antos, Kenneth; Counter Claimant Neumann-Antos, Sheila <i>Kenneth Antos and Sheila Neumann-Antos Reply in Support of Motion For Summary Judgment</i>
03/12/2021	 Audiovisual Transmission Equipment Appearance Request <i>Audiovisual Transmission Equipment Appearance Request</i>
03/16/2021	 Opposition and Countermotion Filed By: Defendant CBS Partners LLC; Defendant 5148 Spanish Heights LLC <i>Opposition to Plaintiffs Application for Attorneys Fees Associated With Plaintiffs Successful Motion for an Order to Show Cause and Countermotion for Offset and Application for Fees Associated With Defendants Successful Motion for Order to Show Cause Regarding Contempt</i>
03/17/2021	 Transcript of Proceedings <i>Transcript of Proceedings: Preliminary Injunction Hearing and Trial - Day 4, Volume I</i>
03/17/2021	 Transcript of Proceedings <i>Transcript of Proceedings: Preliminary Injunction Hearing and Trial - Day 4, Volume II March 15, 2121</i>
04/06/2021	 Findings of Fact, Conclusions of Law and Judgment <i>Findings of Fact and Conclusions of Law</i>
04/12/2021	 Scheduling and Trial Order <i>2nd Amended Business Court Scheduling Order and Order Setting Civil Jury Trial, Calendar Call and Pre-Trial Conference 06-28-21</i>
04/20/2021	 Notice of Entry of Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Notice of Entry of Order</i>
04/29/2021	 Notice of Appeal Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Notice of Appeal</i>
04/29/2021	 Case Appeal Statement Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>Case Appeal Statement</i>
	<u>DISPOSITIONS</u>
09/29/2020	Order of Dismissal (Judicial Officer: Gonzalez, Elizabeth) Debtors: Spanish Heights Acquisition Company LLC (Plaintiff), SJC Ventures Holdings Company LLC (Plaintiff) Creditors: CBC Partners I LLC (Defendant), 5148 Spanish Heights LLC (Defendant), Dacia LLC (Defendant)

CASE SUMMARY

CASE NO. A-20-813439-B

Judgment: 09/29/2020, Docketed: 09/29/2020

Comment: Certain Causes

HEARINGS

04/28/2020



Hearing (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Motion for Preliminary Injunction

Granted; TRO extended without modification

Journal Entry Details:

All parties appeared telephonically. Following arguments by counsel, COURT ORDERED, because of the Governor's Directive 008, the Court is EXTENDING the Temporary Restraining Order previously issued by Judge Crockett WITHOUT MODIFICATION. Per counsel's request, hearing set for June 8, 2020 is ADVANCED to May 14, 2020. Mr. Mushkin confirmed he intends to call witnesses for the preliminary injunction hearing and will be calling them by video under today's circumstances. COURT NOTED a few days' notice is required to set up videoconferencing. Counsel will be REQUIRED to be present in the courtroom but they must observe social distancing, and the witnesses should have the exhibits prior to their appearance. Upon counsel's inquiry, Court stated Mr. Bloom can testify in the courtroom if he observes social distancing and wears a face covering. COURT FURTHER DIRECTED counsel to email the information regarding their witnesses to the Judicial Executive Assistant, Mr. Dan Kutinac, by May 11, 2020 at noon. Following further argument by Mr. Mushkin regarding the Governor's Directive and adjusting the bond, COURT ORDERED, given the Governor's Directive 008 the Court will NOT ADJUST the bond. 5-14-20 9:30 AM PLAINTIFFS' APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME;

05/13/2020



Minute Order (12:53 PM) (Judicial Officer: Gonzalez, Elizabeth)

Minute Order re: Trial Subpoenas

Minute Order - No Hearing Held;

Journal Entry Details:

The Court notes trial subpoenas have been filed. The Court did not authorize the issuance of trial subpoenas nor order any witness to appear. CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 5-13-20;

05/14/2020



Motion (9:30 AM) (Judicial Officer: Gonzalez, Elizabeth)

Plaintiffs' Application for Temporary Restraining Order and Motion for Preliminary Injunction on Order Shortening Time

Granted;

Journal Entry Details:

COURT NOTED a motion for protective order and a motion regarding a subpoena were filed yesterday. Opening statements by Mr. Gutierrez and Mr. Mushkin. Exclusionary rule INVOKED by Mr. Gutierrez. Mr. Mushkin noted that they previously said they would do both declarations and witnesses; he has provided the declarations to counsel; the only one that is substantive is perhaps Mr. Hodgman's, the next door neighbor, because it addresses the fireworks issue. COURT ORDERED, exclusionary rule IMPOSED; however, that does not mean a witness cannot participate as an observer. Pursuant to the parties' stipulation, COURT ORDERED, Proposed Joint Exhibits A through W ADMITTED. (See worksheet.) Parties agreed that the remainder of the exhibits is stipulated as to authenticity and counsel will only argue relevance. Testimony and exhibits presented. (See worksheets.) LUNCH RECESS. Testimony and exhibits continued. (See worksheets.) Following arguments by counsel regarding Mr. Mushkin's motion for directed verdict on the basis that the Plaintiffs have not established irreparable harm, COURT stated findings, and ORDERED, motion DENIED. Testimony and exhibits continued. At the hour of 4:02 pm, both sides RESTED. Closing arguments. COURT ORDERED, the April 3, 2020 notice to vacate is violative of Governor's Directive 008, because there is not an establishment of a serious endangerment of the public or other residents, or serious criminal activity, or significant damage to the property, which is required under section 1 for the Court to ignore the Governor's Directive 008, section 1. For that reason, the injunction is GRANTED in a LIMITED way to prevent any further action related to the notice to vacate until after the expiration of the Governor's Directive 008. With regards to a bond, COURT noted, per Mr. Gutierrez, that the Plaintiff is going to continue to pay the first and second taxes, insurance, and HOA dues during the interim. Mr. Gutierrez concurred. Argument by Mr. Mushkin in support of payments for the third. COURT ORDERED, as part of the order granting the preliminary injunction through the expiration of

CASE SUMMARY

CASE NO. A-20-813439-B

Governor's Directive 008, the Plaintiff is **REQUIRED** to continue to pay the first, second insurance, taxes, and HOA fees; the Court will **NOT REQUIRE** payment of the third; that is something that will be an issue that may be discussed in the near future, given the new party that has appeared, whether through intervention or the filing of a counterclaim. Following further argument by Mr. Mushkin, noting no defense to the bond, and Court's clarification of its ruling, **COURT NOTED** its order is strictly based on Directive 008, that the Court did not say it found there was a foreclosure proceeding but found there was a notice to vacate; the Court cannot increase the bond from \$1,000 as requested by the Defendant, not with Directive 008 in place. Counsel for Plaintiffs to prepare today's order and run it by the Defense prior to submission. **COURT ORDERED**, given the appearance of the new party as a counterclaimant, the Court will **NOT SET** a Rule 16 Conference today; however, matter will be **SET** for status check in 3 weeks on the chambers calendar on scheduling the Rule 16 conference; the requirements under NRCP 16(b)(2) are **SUSPENDED** pursuant to Administrative Order 20-01. Mr. Gutierrez noted the Plaintiff will likely be filing an amended complaint. **COURT ORDERED**, the motions scheduled for June 19, 2020 ("Motion for Protective Order", "Motion to Quash Subpoena and for Protective Order") are **VACATED** as **MOOT**, **NOTING** that a minute order was issued yesterday that Mr. Mushkin believes addresses both issues, although he may renew the motion for protective order at a later date if it becomes a discovery issue. 6-5-20 **CHAMBERS STATUS CHECK: SCHEDULING RULE 16 CONFERENCE**;

06/05/2020



Status Check (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Status Check: Scheduling Rule 16 Conference

Hearing Set;

Journal Entry Details:

COURT ORDERED, matter **SET** for Rule 16 conference. 6-29-20 9:00 AM **DEFENDANT'S MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC...MANDATORY RULE 16 CONFERENCE CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 6-8-20**;

06/19/2020

CANCELED Motion (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Vacated - Moot

Motion for Protective Order

06/19/2020

CANCELED Motion to Quash (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Vacated - Moot

Motion to Quash Subpoena and for Protective Order

06/22/2020



Motion for Order to Show Cause (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Events: 06/16/2020 Motion for Order to Show Cause

Defendants/Counterclaimants CBC Partners I, LLC Motion for Order to Show Cause on Order Shortening Time

Hearing Set;

Journal Entry Details:

Ms. Barraza and Mr. Bloom present in the courtroom. Mr. Mushkin appeared by telephone. Following arguments by counsel, **COURT ORDERED**, because cause has been shown at the time the order to show cause was issued that payments had not been timely made in accordance with the security requirements of the TRO, the Court will **SET** an evidentiary hearing; as part of that, a process may be reached where payments are going to be timely made in accordance with the order as they come due; the Court is **NOT MAKING A FINDING** related to the taxes, because the taxes were not ordered under the contract; they were ordered paid as due which is with the County Assessor's Office. **COURT ORDERED**, matter **SET** for evidentiary hearing on June 29, 2020 at 9:30 am. 6-29-20 9:00 AM **MANDATORY RULE 16 CONFERENCE...DEFENDANT'S MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC 6-29-20 9:30 AM EVIDENTIARY HEARING**;

06/29/2020

Motion to Dismiss (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Defendant's Motion to Dismiss First Amended Complaint as to Dacia, LLC

Granted in Part;

06/29/2020

Mandatory Rule 16 Conference (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Trial Date Set;

06/29/2020

CASE SUMMARY**CASE NO. A-20-813439-B****All Pending Motions (9:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)

Matter Heard;

Journal Entry Details:

DEFENDANT'S MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC...MANDATORY RULE 16 CONFERENCE (9:00 AM SESSION)...EVIDENTIARY HEARING (9:30 AM SESSION) APPEARANCES CONTINUED: Alan Hallberg, Defendant's Client Representative, listened to the evidentiary hearing by telephone. Everyone else appeared in person. **DEFENDANT'S MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC:** Following arguments by counsel, **COURT ORDERED**, with respect to the first claim of relief in the motion to dismiss is **DENIED**. The declaratory relief claim as to the pursuit of the eviction and/or change in occupancy is a claim that can be claimed against Dacia. With respect to claims for relief 10, 11, and 12 are **GRANTED** to the extent that claims against the current owner for events that occurred prior to purchase cannot be pursued under NRS 116; however, to the extent that there are events that occurred during the ownership of Dacia, it is **DENIED**. **EVIDENTIARY HEARING:** Opening statements. Jay Bloom, **SWORN** and **TESTIFIED**. Exhibits presented. (See worksheet.) Closing arguments. **COURT ORDERED, CAUSE HAS BEEN SHOWN;** here, whether the FedEx dropbox used by the Plaintiffs for sending the two May 11 checks in fact occurred or occurred in a different manner is one where the Court still has significant questions, but it is undisputed that the checks that were written on May 11 were not timely sent and were late; it was surprising to the Court that they were not negotiated until after the order to show cause was filed. For that reason, the **COURT ORDERS** that a **NEW PROCEDURE** be followed related to the checks: the checks will be sent by next-day delivery by the United States Postal Service with electronic tracking information included along with the contents of the envelope provided to the Defendants at the time future payments to the 1st and 2nd are made. The HOA payments were \$830 per month were timely made for May and June on June 4th, so the Court is not making any additional ruling, but the Court would encourage counsel to send an email reminding Mr. Mushkin when those payments were made. The Court is not requiring the Plaintiffs to bring amounts current but only to pay amounts when they become due. With respect to the taxes, the Court understands what the contract says, but that is not what the Court ordered; As the Clark County Treasurer assesses taxes to be paid on a quarterly basis, they are **TO BE PAID**; they may either be paid by credit card or by check; if paid by credit card, an email must be sent to Mr. Mushkin saying they were paid by credit card; if they were paid by check, it needs to be sent via next-day delivery of USPS with the contents of the envelope copied and the contents of the envelope provided to Mr. Mushkin. **COURT FURTHER ORDERED, fees NOT AWARDED** at this time; counsel to file an application as to how much in fees were incurred, so if there is an objection the Court can make a determination as to the amount. Upon Mr. Gutierrez's inquiry, **COURT CLARIFIED** that the Defendant is entitled to fees related to the late payment of the 1st and 2nd which will only be a portion of what he sought to do. **MANDATORY RULE 16 CONFERENCE:** Court, addressing Mr. Mushkin, noted that objections to notices of default do not get calendared and counsel has not filed a motion. **COURT ORDERED**, initial disclosures pursuant to Rule 16.1 **TO BE EXCHANGED** in the next 10 days, and the answer to the counterclaim **TO BE FILED** in 1 week. Upon Court's inquiry, Mr. Mushkin confirmed they have answered the amended complaint. With regards to experts, Mr. Gutierrez advised they will have one on property valuation or real estate. Mr. Mushkin advised he will have a legal expert who will testify on merger and the one-action rule. Colloquy regarding discovery for a period of 90 days. **COURT ORDERED** as follows: Any further motions to amend pleadings or add parties **TO BE FILED** within 45 days; Initial expert disclosures where a party bears the burden of proof **DUE** by October 9, 2020; Rebuttal expert disclosures where a party does not bear the burden of proof **DUE** by November 13, 2020; Discovery cut-off **SET** for December 18, 2020; Dispositive motions and motions in limine **TO BE FILED** by January 22, 2021; Matter **SET** for trial on the stack beginning on March 15, 2021. Jury **DEMANDED**. Trial Setting Order will **ISSUE**. **COURT FURTHER ORDERED**, today is the parties joint case conference and the filing of the joint case conference report (JCCR) is **WAIVED**. Parties to file any discovery motions sooner rather than later. Both sides declined the Court's offer of a settlement conference. Court directed the parties to notify the Department if they change their mind. Both sides further advised that they do not need an ESI Protocol or Stipulated Protective Order and that they do not have any issues with the Rule on 10 depositions per side, not including custodians of records, the 7-hour limit per deposition, and no issues with the locations. Mr. Mushkin noted, however, that he may have an issue with the length of Mr. Bloom's deposition. Mr. Gutierrez objected to increasing the number of hours as the parties have already covered every contract in the preliminary injunction hearing. **COURT ORDERED**, the time for depositions will **NOT BE INCREASED** from 7 hours to 10 hours at this time; however, when it is time to take the deposition and counsel files a motion, counsel to **PROVIDE** more details than simply "the contracts were long" and "Mr. Bloom does not give short answers".;

CASE SUMMARY

CASE NO. A-20-813439-B

06/29/2020	Evidentiary Hearing (9:30 AM) (Judicial Officer: Gonzalez, Elizabeth) Matter Heard; cause has been shown
06/30/2020	CANCELED Motion (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - Moot</i> <i>Spanish Heights, LLC's, Emergency Motion for Approval to Issue Subpoenas Duces Tecum on Order Shortening Time</i>
08/28/2020	Motion for Order (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Defendants/ Counterclaimant's Motion for Order Determining Jay Bloom to be a Vexatious Litigant</i> Denied;
08/28/2020	Motion (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>5148 Spanish Heights, LLC and CBC Partners I, LLC Motion for Determination of Unlawful Detainer</i> Denied Without Prejudice;
08/28/2020	Motion for Sanctions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Defendants/ Counterclaimant's Motion for Sanctions Pursuant to NRCP Rule 11</i> Denied;
08/28/2020	Opposition and Countermotion (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Plaintiffs' Opposition to Defendants CBC Partners I, LLC and 5148 Spanish Heights, LLC's Rogue Motion for Sanctions and Countermotion for Sanctions</i> Denied;
08/28/2020	 All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Minute Order - No Hearing Held; Journal Entry Details: <i>DEFENDANTS/ COUNTERCLAIMANTS' MOTION FOR ORDER DETERMINING JAY BLOOM TO BE A VEXATIOUS LITIGANT... ...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S MOTION FOR DETERMINATION OF UNLAWFUL DETAINER... ...DEFENDANTS/ COUNTERCLAIMANTS' MOTION FOR SANCTIONS PURSUANT TO NRCP RULE 11... ...PLAINTIFFS' OPPOSITION TO DEFENDANTS CBC PARTNERS I, LLC AND 5148 SPANISH HEIGHTS, LLC'S ROGUE MOTION FOR SANCTIONS AND COUNTERMOTION FOR SANCTIONS DEFENDANTS/ COUNTERCLAIMANTS' MOTION FOR ORDER DETERMINING JAY BLOOM TO BE A VEXATIOUS LITIGANT... ...DEFENDANTS/ COUNTERCLAIMANTS' MOTION FOR SANCTIONS PURSUANT TO NRCP RULE 11... ...PLAINTIFFS' OPPOSITION TO DEFENDANTS CBC PARTNERS I, LLC AND 5148 SPANISH HEIGHTS, LLC'S ROGUE MOTION FOR SANCTIONS AND COUNTERMOTION FOR SANCTIONS: The Court, having reviewed the MOTION FOR ORDER DETERMINING JAY BLOOM TO BE A VEXATIOUS LITIGANT, MOTION FOR SANCTIONS PURSUANT TO NRCP RULE 11, COUNTERMOTION, and the related briefing and being fully informed, DENIES the motion and request for an evidentiary hearing. Mr. Bloom (regardless of what legal entity is actually involved) does not meet the requirements for being determined to be a vexatious litigant. Counsel for Plaintiff is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S MOTION FOR DETERMINATION OF UNLAWFUL DETAINER: The Court, having reviewed 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S MOTION FOR DETERMINATION OF UNLAWFUL DETAINER and the related briefing and being fully informed, DENIES the motion WITHOUT PREJUDICE. The Court notes that issues needing further briefing and/or discovery include the transfer of the Antos interest, the transfer of the note, the doctrine of merger and the one action rule. Counsel to agree upon a discovery schedule related to these issues and submit a stipulation to the Court. If no agreement is reached, the Court will set a schedule. Matter SET for status check on a discovery plan regarding the unlawful detainer in three weeks. The request for a bond pending this discovery may be renewed after the discovery plan on these limited factual issues is adopted. Counsel for Movant is directed to submit a proposed order approved by opposing counsel consistent with</i>

CASE SUMMARY

CASE No. A-20-813439-B

the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order or judgment. 8-31-20 9:00 AM DEFENDANT MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC'S MOTION FOR PARTIAL SUMMARY JUDGMENT 9-18-20 CHAMBERS STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER 9-21-20 9:00 AM PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS 12-21-20 9:00 AM STATUS CHECK 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 9-8-20;

08/31/2020

Motion for Appointment (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

08/31/2020, 09/14/2020, 10/19/2020

Defendant Motion for Appointment of Receiver

Matter Continued;

Matter Continued;

Denied;

Matter Continued;

Matter Continued;

Denied;

Matter Continued;

Matter Continued;

Denied;

08/31/2020

Motion for Partial Summary Judgment (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

08/31/2020, 09/14/2020, 10/19/2020

5148 Spanish Heights, LLC and CBC Partners I LLC, Motion for Partial Summary Judgment

Matter Continued;

Matter Continued;

Denied;

Matter Continued;

Matter Continued;

Denied;

Matter Continued;

Matter Continued;

Denied;

08/31/2020



All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Defendant Motion For Appointment of Receiver . . . 5148 Spanish Heights, LLC and CBC Partners I LLC, Motion for Partial Summary Judgment

Matter Continued;

Journal Entry Details:

DEFENDANT MOTION FOR APPOINTMENT OF RECEIVER . . . 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT Court noted at the request of the parties this matter would be rescheduled and ORDERED, matter CONTINUED. CONTINUED TO: 09/14/20 9:00 AM;

09/14/2020



All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Matter Heard;

Journal Entry Details:

DEFENDANTS' MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT All parties appeared by telephone. Upon Court's inquiry, Mr. Mushkin confirmed he represents the Antoses and that he can do depositions on two days' notice. Court noted it is concerned it cannot address some of the issues in the motion until the Antoses' depositions are taken; the Court would like the depositions taken expeditiously, but if Mr. Gutierrez and Ms. Barraza are not prepared to do so the Court will hear the motion. Mr. Gutierrez advised there is pending written discovery; perhaps they can set the depositions next Monday, but he can certainly do

CASE SUMMARY


CASE NO. A-20-813439-B


them expeditiously; he simply needs the written discovery done first. COURT ORDERED, hearing on the motions CONTINUED; an affidavit on what was said at the deposition or a rough transcript may be submitted. Mr. Gutierrez requested the hearing be continued in 3 weeks and advised he will submit an expedited draft of the transcript. With Mr. Mushkin's agreement, COURT ORDERED, hearing on the motions CONTINUED to October 5, 2020. At counsel's request, COURT FURTHER ORDERED, the motion for protective order and the opposition and countermotion thereto ADVANCED to September 18, 2020 in chambers. 9-18-20 CHAMBERS STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER...
...PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS... ..OPPOSITION AND COUNTERMOTION FOR PROTECTIVE ORDER 10-5-20 9:00 AM DEFENDANTS' MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT 12-21-20 9:00 AM STATUS CHECK 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL;

09/18/2020 **Motion for Protective Order (3:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)
Plaintiffs Objection And Motion For Protective Order Regarding Defendant/Counterclaimants 5148 Spanish Heights, LLC And CBC Partners I, LLC S Notice Of Intent To Serve Subpoenas
Denied;

09/18/2020 **Opposition and Countermotion (3:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)
Opposition and Countermotion For Protective Order
Denied;

09/18/2020 **Status Check (3:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)
Status Check: Discovery Plan on Unlawful Detainer
Off Calendar;

09/18/2020  **All Pending Motions (3:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)
Minute Order - No Hearing Held;
Journal Entry Details:
PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS... ..OPPOSITION AND COUNTERMOTION FOR PROTECTIVE ORDER... ..STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS...OPPOSITION AND COUNTERMOTION FOR PROTECTIVE ORDER: The Court, having reviewed the motions for protective order, countermotion, and the related briefing and being fully informed, DENIES both motions. With respect to the motion, the subpoena to Bank of America seeks relevant information related to the cash flow at issue in the payments made on the obligations. With respect to the countermotion, the discovery request related to ownership and membership interest are also relevant to the transfer of those obligations and ownership interest in the note; the request for in camera review is DENIED. Respective moving counsel is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER: COURT NOTES plan submitted. Status check OFF CALENDAR. 10-5-20 9:00 AM DEFENDANT'S MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT 12-21-20 9:00 AM STATUS CHECK 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 9-23-20;

10/19/2020  **All Pending Motions (9:00 AM)** (Judicial Officer: Gonzalez, Elizabeth)
Matter Heard;
Journal Entry Details:

CASE SUMMARY

CASE No. A-20-813439-B

DEFENDANT MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT Parties appeared by telephone. Following arguments by counsel, COURT ORDERED, given the testimony of the Antoses, there appear to be genuine issues of material fact related to the parties and the execution of documents relied on by the Motion for Partial Summary Judgment; for that reason, the Court DENIES the motion for partial summary judgment and the motion for appointment of Receiver, because if there are issues with documents, there are issues with the appointment of a Receiver. 11-9-20 9:00 AM PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION 12-21-20 9:00 AM STATUS CHECK 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL;

11/09/2020



Motion for Preliminary Injunction (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction

Denied;

Journal Entry Details:

Parties appeared by telephone. Following arguments by counsel, COURT ORDERED, motion DENIED as there is not an emergent issue that requires the Court's injunctive relief; there is not a notice of sale, and without a notice of sale there is no emergency that requires the Court's intervention. Court stated it will sign an OST if there is a notice of sale. 12-21-20 9:00 AM STATUS CHECK 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL;

12/08/2020



Minute Order (12:29 PM) (Judicial Officer: Gonzalez, Elizabeth)

Minute Order Continuing Motion to Quash Subpoena to First Savings Bank and for Protective Order

Minute Order - No Hearing Held;

Journal Entry Details:

At request of the Court, Defendants/Counterclaimants' Motion to Quash Subpoena to First Savings Bank and for Protective Order is CONTINUED from January 4 to January 11, 2021 at 9:00 am. CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-9-20;

12/14/2020



Minute Order (4:03 PM) (Judicial Officer: Gonzalez, Elizabeth)

Minute Order Requesting Status Report

Minute Order - No Hearing Held;

Journal Entry Details:

At request of the Court, parties to FILE a status report prior to the status check on Monday, December 21, 2020. CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-14-20;

12/18/2020



Motion for Protective Order (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Plaintiffs' Motion for Protective Order Regarding Defendants/Counterclaimants' Notice of Intent to Serve Subpoena Upon Plaintiffs' Counsel

Granted in Part;

Journal Entry Details:

The Court, having reviewed the motion for protective order and the related briefing and being fully informed, GRANTS the motion IN LIMITED PART. As not all file materials would be protected from production under the subpoena and attorney work product protection appears limited for activities conducted pre-litigation, non-protected material is to be provided in response to the subpoena after service. Any documents for which claim of protection or privilege is made will be alphanumerically identified and placed on a privilege log. For each document or written communication, the party withholding a document on the basis of attorney client privilege or the work product doctrine, shall specifically identify the author (and their capacity) of the document; the date on which the document was created; a brief summary of the subject matter of the document; if the document is a communication -- the recipient, sender and all others (and their respective capacities) provided with a copy of the document; other individuals with access to the document (and their respective capacities); the type of document; the purpose for creation of the document; and a detailed, specific explanation as to why the document is privileged or otherwise immune from discovery. Request for sanctions DENIED. Counsel for movant is directed to submit a proposed order

CASE SUMMARY

CASE NO. A-20-813439-B

approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. 12-21-20 9:00 AM STATUS CHECK 12-24-20 9:00 AM PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT'S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS...OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AND COUNTERMOTION FOR PROTECTIVE ORDER 1-11-21 9:00 AM PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME...RENEWED MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC OR IN THE ALTERNATIVE MOTION FOR SUMMARY JUDGMENT...DEFENDANTS/COUNTERCLAIMANTS MOTION TO QUASH SUBPOENA TO FIRST SAVINGS BANK AND FOR PROTECTIVE ORDER 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-21-20;

12/21/2020



Status Check (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Minute Order - No Hearing Held;

Journal Entry Details:

Court reviewed status report filed December 18, 2020. As the December 24, 2020 hearing will be on the pleadings only, any additional requests for relief by Plaintiff must be made by Order Shortening Time. 12-24-20 9:00 AM PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT'S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS...OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AND COUNTERMOTION FOR PROTECTIVE ORDER 1-11-21 9:00 AM PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME... ..RENEWED MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC OR IN THE ALTERNATIVE MOTION FOR SUMMARY JUDGMENT... ..DEFENDANTS/COUNTERCLAIMANTS MOTION TO QUASH SUBPOENA TO FIRST SAVINGS BANK AND FOR PROTECTIVE ORDER 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-21-20;

12/24/2020

Motion for Order (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

12/24/2020, 01/04/2021

Plaintiffs Motion for an Order to Show Cause as to Why Defendant Dacia, LLC Should Not Be Held In Contempt for Failing to Abide By This Court S 10/10/2020 Order Denying Motion For Protective Orders

Matter Continued;

Granted in Part;

Matter Continued;

Granted in Part;

12/24/2020

Opposition and Countermotion (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Opposition to Motion for Order to Show Cause and Countermotion for Protective Order Denied;

12/24/2020



All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

MINUTES

Minute Order - No Hearing Held;

Journal Entry Details:

PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT'S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS...OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AND COUNTERMOTION FOR PROTECTIVE ORDER The Court having reviewed the request for Order to Show Cause and the related briefing and being fully informed determines CAUSE has been SHOWN and DENIES the countermotion. The issue related to the beneficial owners of

CASE SUMMARY

CASE NO. A-20-813439-B

Dacia has already been addressed by the Court. Regardless of counsel's belief as to the relevance, the failure to respond appears to be a violation of the Court's prior order. Matter CONTINUED to January 4, 2021 for scheduling of contempt trial. Defendant may resolve the issue by properly responding to the discovery. Attorney's fees are warranted; movant to submit an affidavit in support of fees; an objection any be filed within 5 judicial days after service. Counsel for movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court s intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. COURT ORDERED, matter SET for status check on January 15, 2021 in chambers on attorney's fees. CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-24-20 ;

SCHEDULED HEARINGS



Status Check (01/15/2021 at 3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

01/15/2021, 01/29/2021, 02/17/2021, 03/15/2021, 03/18/2021, 03/25/2021, 04/02/2021, 04/09/2021

Status Check: Attorney's Fees

Status Check (01/04/2021 at 10:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Status Check: Scheduling of Contempt Trial

01/04/2021

Motion for Preliminary Injunction (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Plaintiffs Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time

Granted; limited basis

01/04/2021

Status Check (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Status Check: Scheduling of Contempt Trial

Hearing Set;

01/04/2021



All Pending Motions (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Matter Heard;

Journal Entry Details:

Parties appeared by telephone. Following arguments by counsel, COURT ORDERED as follows: PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME: Motion GRANTED on a limited basis that the July notice did not properly identify the current holder of the interest. Trial on the merits ADVANCED to the date of the date of Preliminary Injunction Hearing so all the factual issues raised can be put to bed. BOND LEFT at amounts currently paid by Mr. Bloom's company. Proposed findings of fact and conclusions of law due January 29, 2021 at noon. Parties estimated 3 to 4 days. Mr. Mushkin advised discovery is closed and they have responded to everything except as to the issue of Dacia. Ms. Barraza advised they are expecting responses from subpoenas and will supplement disclosures. PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS: Motion GRANTED IN PART; information will be provided on an attorney's eyes only basis and can only be reviewed by Ms. Barraza and Mr. Mushkin -- no consultants, no staff members, no Mr. Bloom -- within 5 days of execution of a limited attorney's eyes only provision. Mr. Mushkin advised that regarding the sale he will issue a new notice today. Court suggested parties enter into a stipulation on those issue covered in the pleadings that will be tried on February 1st; if unable to, the Court will need competing versions within one week, or January 8th. STATUS CHECK: SCHEDULING OF CONTEMPT TRIAL: COURT ORDERED, preliminary injunction hearing and trial SET for Monday, February 1st at 1 pm. 1-11-21 9:00 AM RENEWED MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC OR IN THE ALTERNATIVE MOTION FOR SUMMARY JUDGMENT...DEFENDANTS/COUNTERCLAIMANTS MOTION TO QUASH SUBPOENA TO FIRST SAVINGS BANK AND FOR PROTECTIVE ORDER 1-15-21 CHAMBERS STATUS CHECK: ATTORNEY'S FEES 2-1-21 1:00 PM PRELIMINARY INJUNCTION HEARING AND TRIAL 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL ;

01/11/2021



Motion to Quash (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

CASE SUMMARY

CASE NO. A-20-813439-B

01/11/2021



Motion to Dismiss (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Renewed Motion to Dismiss First Amended Complaint as to Dacia, LLC or in the Alternative Motion for Summary Judgment

Denied;

Journal Entry Details:

Pursuant to Administrative Order 21-01 the Court decides this matter without the necessity of oral argument. The Court, having reviewed the motion to dismiss and the related briefing and being fully informed, DENIES the motion. The Court declines to address the motion as a Motion for Summary Judgment. The Motion to Dismiss is DENIED as the claims are adequately plead. Counsel for Plaintiff is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-1-21;

01/11/2021



All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Minute Order - No Hearing Held;

Journal Entry Details:

See separate minute orders entered for the motion to dismiss and motion to quash both on January 11, 2021.;

01/15/2021



Status Check (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

01/15/2021, 01/29/2021, 02/17/2021, 03/15/2021, 03/18/2021, 03/25/2021, 04/02/2021, 04/09/2021

Status Check: Attorney's Fees

Matter Continued;

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CASE SUMMARY

CASE NO. A-20-813439-B

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Journal Entry Details:

*COURT notes that per Mr. Mushkin, the matter is stayed, and once the stay is lifted he will file his reply and counter motion for fees awarded at the contempt hearing. COURT ORDERED, the status check on attorney's fees that was continued to February 19 is now CONTINUED to March 15, 2021. 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 9:00 AM KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT 3-15-21 10:00 AM PRELIMINARY INJUNCTION HEARING AND TRIAL...STATUS CHECK: ATTORNEY'S FEES 3-15-21 1:30 PM JURY TRIAL
CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-17-21 ;*

Matter Continued;
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Journal Entry Details:

*COURT ORDERED, status check CONTINUED to Friday, February 19, 2021 in chambers.
CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-16-21;*

Matter Continued;
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Journal Entry Details:

*COURT ORDERED, matter CONTINUED for 2 weeks. ...1-29-21 - CHAMBERS CLERK'S
NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 1-21-21;*

02/01/2021



Hearing (1:00 PM) (Judicial Officer: Gonzalez, Elizabeth)

02/01/2021-02/03/2021, 03/15/2021

Preliminary Injunction Hearing and Trial

Hearing Continued;
Hearing Continued;
Stayed;
Decision Pending;
Hearing Continued;
Hearing Continued;
Stayed;
Decision Pending;

CASE SUMMARY

CASE NO. A-20-813439-B

Journal Entry Details:

DAY 3 Mr. Gutierrez advised SHAC LLC filed for bankruptcy today under case no. 21-10501, and the attorney is James Greene from Greene Infuso. Upon review, COURT NOTED that with respect to Spanish Heights Acquisition Company the bankruptcy stay will apply. Mr. Gutierrez requested to stay today's proceeding because SJC is intertwined with SHAC. Mr. Mushkin noted that the Court is correct and the matter is stayed only as to SHAC; the stay of foreclosure he agrees relates to SHAC; there are legal issues related to SJC and the Court can make findings without affecting the bankruptcy. COURT ORDERED, because SHAC is a party to the forbearance agreement but apparently not a signatory as previously discussed it would appear it is appropriate to STAY the action at this time; the Court is STAYING the action because the limited stipulated issues that the Court is being asked to decide ask the Court to decide documents to which the entity who had filed bankruptcy is a party as well as the other parties; while the Court does not believe the entire case is stayed, and there may be other issues everyone can proceed on, the limited issues on the one action rule, the merger, the validity of the promissory notes which preexists SHAC's involvement in the deed of trust which preexists SHAC's involvement and the 2017 forbearance agreement and amendments the Court believes, reluctantly, it is appropriate to stay the matter at this time; however, the Court does believe the bankruptcy sometimes trumps it. The matter is STAYED for 30 days while the parties try to figure out what claims are appropriate to remain and proceed. Mr. Mushkin advised he will immediately seek relief from bankruptcy court and get back with the Court; with Mr. Bloom he estimates 2 hours or a day's worth left of questioning. COURT NOTED the matter is STAYED ONLY for 30 days; new hearing date SET for March 15, 2021 at 9:00 am.;
Hearing Continued;

Hearing Continued;

Stayed;

Decision Pending;

Journal Entry Details:

DAY 2 Testimony and exhibits presented. (See worksheet.) Following arguments by Mr. Mushkin and Mr. Gutierrez regarding Mr. Mushkin's motion under 50(a), COURT ORDERED, while there is significant evidence to support the argument of Mr. Mushkin, it would force the Court to weigh the credibility and evidence at this time; the Court cannot do it under 50(a); the Court is DENYING the motion for counsel to finish the case first. LUNCH RECESS. Testimony and exhibits continued. COURT ORDERED, hearing / trial CONTINUED. 2-3-21 9:30 AM PRELIMINARY INJUNCTION HEARING AND TRIAL 2-8-2 9:00 AM KENNETH ANTOS' AND SHEILA NEUMANN-ANTOS' MOTION FOR SUMMARY JUDGMENT 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL;

Hearing Continued;

Hearing Continued;

Stayed;

Decision Pending;

Journal Entry Details:

DAY 1 COURT NOTED that the parties have STIPULATED to a trial on the following legal issues surrounding the claims and counterclaims: 1) Contractual interpretation and/or validity of the underlying Secured Promissory Note between CBC Partners I, LLC and KCI Investments, LLC and all modifications thereto; 2) Interpretation and/or validity of the claimed third-position Deed of Trust and all modifications thereto, and determination as to whether any consideration was provided in exchange for the Deed of Trust; 3) Contractual interpretation and/or validity of the Forbearance Agreement, Amended Forbearance Agreement and all associated documents/contracts; 4) Whether the Doctrine of Merger applies to the claims at issue; and 5) Whether the One Action Rule applies to the claims at issue. There being no objection, COURT ORDERED, Proposed Joint Exhibits 1 through 129, except 114, are ADMITTED; 132 through 145 are also ADMITTED. Opening statements by Mr. Gutierrez and Mr. Mushkin. Testimony and exhibits presented. (See worksheet.) COURT ORDERED, hearing / trial CONTINUED. 2-2-21 10:00 AM PRELIMINARY INJUNCTION HEARING AND TRIAL 2-8-2 9:00 AM KENNETH ANTOS' AND SHEILA NEUMANN-ANTOS' MOTION FOR SUMMARY JUDGMENT 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL;

02/18/2021



Pre Trial Conference (9:15 AM) (Judicial Officer: Gonzalez, Elizabeth)

Matter Heard;

Journal Entry Details:

Parties appeared by telephone. Court inquired as to what Bankruptcy Court has told the parties. Mr. Mushkin advised that the matter is in front of the Bankruptcy Court judge on March 8 and requested that they be bumped here. Court stated it will not bump the trial date

CASE SUMMARY

CASE NO. A-20-813439-B

but will talk to the parties about scheduling. 3-9-21 9:30 AM CALENDAR CALL 3-15-21 9:00 AM KENNETH ANTOS' AND SHEILA NEUMANN-ANTOS' MOTION FOR SUMMARY JUDGMENT 3-15-21 10:00 AM PRELIMINARY INJUNCTION HEARING AND TRIAL..STATUS CHECK: ATTORNEY'S FEES 3-15-21 1:30 PM JURY TRIAL;

03/09/2021



Minute Order (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Minute Order Vacating March 15, 2021 Jury Trial and Setting Status Check

Minute Order - No Hearing Held;

Journal Entry Details:

COURT ORDERED, March 15, 2021 Jury Trial setting VACATED and status check SET on March 26, 2021 in chambers regarding resetting that trial. 3-15-21 9:00 AM KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT 3-15-21 10:30 AM PRELIMINARY INJUNCTION HEARING AND TRIAL...STATUS CHECK: ATTORNEY'S FEES 3-26-21 CHAMBERS STATUS CHECK: RESET JURY TRIAL CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-9-21 ;

03/09/2021



Calendar Call (9:30 AM) (Judicial Officer: Gonzalez, Elizabeth)

Matter Heard;

Journal Entry Details:

Parties appeared by telephone. Mr. Mushkin advised the matter is being heard at 9:30 am in bankruptcy court and they should have a ruling this morning; his expectation is that they can go forward on the 15th at the very least on the issues not related to bankruptcy. COURT ORDERED, the STAY on SJC Ventures Holdings Company LLC and Mr. Bloom is LIFTED. The Court will wait on Spanish Heights Acquisition Company LLC and complete the bench trial that it is in progress, beginning on March 15, 2021 at 10:30 am.;

03/15/2021



All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

Matter Heard;

Journal Entry Details:

DAY 4 OF PRELIMINARY INJUNCTION HEARING AND TRIAL: Testimony and exhibits presented. (See worksheet.) At the hour of 2:07 pm, BOTH SIDES RESTED. RECESS. Closing arguments. COURT ORDERED, matter will STAND SUBMITTED. Status Check on Decision SET for March 19, 2021 in chambers. Parties to notify the Judicial Executive Assistant if they get something from Bankruptcy Court. STATUS CHECK: ATTORNEY'S FEES: COURT ORDERED, matter CONTINUED also to March 19 in chambers. 3-19-21 CHAMBERS STATUS CHECK: COURT'S DECISION ON PRELIMINARY INJUNCTION HEARING & BENCH TRIAL...STATUS CHECK: ATTORNEY'S FEES 3-26-21 CHAMBERS STATUS CHECK: RESET JURY TRIAL;

03/15/2021



Motion for Summary Judgment (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

03/15/2021, 03/18/2021, 03/25/2021, 04/02/2021, 04/09/2021

Kenneth Anto's and Sheila Neumann-Antos Motion for Summary Judgment

Matter Continued;

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Journal Entry Details:

COURT ORDERED, matter CONTINUED to the chambers calendar for Friday, March 19,

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-20-813439-B

	2021. CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-15-21;
03/15/2021	CANCELED Jury Trial (1:30 PM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i>
03/18/2021	Status Check (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) 03/18/2021, 03/25/2021, 04/02/2021, 04/09/2021 <i>Status Check: Court's Decision on Preliminary Injunction Hearing & Bench Trial</i> Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Continued;
03/18/2021	 All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Minute Order - No Hearing Held; Journal Entry Details: <i>STATUS CHECK: ATTORNEY'S FEES...KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT...STATUS CHECK: COURT'S DECISION ON PRELIMINARY INJUNCTION HEARING & BENCH TRIAL COURT ORDERED, matters CONTINUED for one week, 3-26-21 CHAMBERS STATUS CHECK: ATTORNEY'S FEES...KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT...STATUS CHECK: COURT'S DECISION ON PRELIMINARY INJUNCTION HEARING & BENCH TRIAL...STATUS CHECK: RESET JURY TRIAL CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-18-21 ;</i>
03/25/2021	Status Check (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) 03/25/2021, 04/02/2021, 04/09/2021 <i>Status Check: Reset Jury Trial</i> Matter Continued; Matter Continued; Matter Continued; Matter Continued;
03/25/2021	 All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Minute Order - No Hearing Held; Journal Entry Details: <i>STATUS CHECK: RESET JURY TRIAL... ..STATUS CHECK: COURT'S DECISION ON PRELIMINARY INJUNCTION HEARING & BENCH TRIAL... ..STATUS CHECK: ATTORNEY'S FEES... ..KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT: COURT ORDERED, matters CONTINUED for one week. ...4-2-21 - CHAMBERS CLERK'S NOTE: These matters were previously on the March 26, 2021 chambers calendar. A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-25-21 ;</i>
04/02/2021	 All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Minute Order - No Hearing Held; Journal Entry Details: <i>STATUS CHECK: ATTORNEY'S FEES KENNETH ANTO'S AND SHEILA NEUMANN-ANTO'S MOTION FOR SUMMARY JUDGMENT STATUS CHECK: COURT'S DECISION ON PRELIMINARY INJUNCTION HEARING & BENCH TRIAL STATUS CHECK: RESET JURY TRIAL COURT ORDERED, matters CONTINUED for one week. 04/09/2021 CHAMBERS CLERK S NOTE: A copy of this minute order was distributed via e-mail to all parties. // cbm 04/02/2021;</i>
04/09/2021	All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY**CASE NO. A-20-813439-B**

06/03/2021	Pre Trial Conference (9:15 AM) (Judicial Officer: Gonzalez, Elizabeth)	
06/22/2021	Calendar Call (9:30 AM) (Judicial Officer: Gonzalez, Elizabeth)	
06/28/2021	Jury Trial (1:30 PM) (Judicial Officer: Gonzalez, Elizabeth)	

DATE	FINANCIAL INFORMATION	
	Third Party Plaintiff 5148 Spanish Heights LLC	
	Total Charges	1,618.00
	Total Payments and Credits	1,618.00
	Balance Due as of 5/3/2021	0.00
	Counter Defendant Bloom, Jay	
	Total Charges	30.00
	Total Payments and Credits	30.00
	Balance Due as of 5/3/2021	0.00
	Counter Defendant SJC Ventures Holdings Company LLC	
	Total Charges	30.00
	Total Payments and Credits	30.00
	Balance Due as of 5/3/2021	0.00
	Counter Claimant CBC Partners I LLC	
	Total Charges	1,683.00
	Total Payments and Credits	1,683.00
	Balance Due as of 5/3/2021	0.00
	Defendant Kenneth & Sheila Antos Living Trust	
	Total Charges	453.00
	Total Payments and Credits	453.00
	Balance Due as of 5/3/2021	0.00
	Counter Defendant Spanish Heights Acquisition Company LLC	
	Total Charges	294.00
	Total Payments and Credits	294.00
	Balance Due as of 5/3/2021	0.00
	Counter Defendant Spanish Heights Acquisition Company LLC	
	Temporary Restraining Order Balance as of 5/3/2021	1,000.00

DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada
 Case No. _____
 (Assigned by Clerk's Office)

CASE NO: A-20-813439-C
Department 24

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

Plaintiff(s) (name/address/phone): SPANISH HEIGHTS ACQUISITION COMPANY, LLC, a Nevada Limited Liability Company; SJC VENTURES LLC, a Domestic Limited Liability Company	Defendant(s) (name/address/phone): CBC PARTNERS I, LLC, a foreign Limited Liability Company; DOES I through X; and ROE CORPORATIONS I through X, inclusive,
Attorney (name/address/phone): Joseph A. Gutierrez, Esq., Danielle J. Barraza, Esq., Maier Gutierrez & Associates, 8816 Spanish Ridge Avenue, Las Vegas, Nevada 89148 (702) 629-7900	Attorney (name/address/phone):

II. Nature of Controversy (please select the one most applicable filing type below)

Civil Case Filing Types

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

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

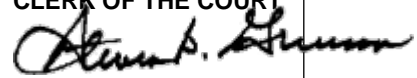
April 9, 2020

Date

/s/ Danielle J. Barraza

Signature of initiating party or representative

See other side for family-related case filings.



1 FFCL

2
3 **DISTRICT COURT**

4 **CLARK COUNTY, NEVADA**

5 SPANISH HEIGHTS ACQUISITION
6 COMPANY, LLC, a Nevada Limited Liability
7 Company; SJC VENTURES HOLDING
8 COMPANY, LLC, d/b/a SJC VENTURES,
9 LLC, a Delaware Limited Liability Company,

10 Plaintiffs,

11 v.

12 CBC PARTNERS I, LLC, a foreign Limited
13 Liability Company; CBC PARTNERS, LLC, a
14 foreign Limited Liability Company; 5148
15 SPANISH HEIGHTS, LLC, a Nevada Limited
16 Liability Company; KENNETH ANTOS AND
17 SHEILA NEUMANN-ANTOS, as Trustees of
18 the Kenneth & Sheila Antos Living Trust and
19 the Kenneth M. Antos & Sheila M. Neumann-
20 Antos Trust; DACIA, LLC, a foreign Limited
21 Liability Company; DOES I through X; and
22 ROE CORPORATIONS I through X,
23 inclusive,

24 Defendants.

Case No. A-20-813439-B

Dept. No.: XI

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

25 5148 SPANISH HEIGHTS, LLC, a Nevada
26 limited liability company; and CBC
27 PARTNERS I, LLC, a Washington limited
28 liability company,

Counterclaimants,

v.

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada Limited Liability
Company; SJC VENTURES, LLC, a Delaware
limited liability company; SJC VENTURES
HOLDING COMPANY, LLC, a Delaware
limited liability company; JAY BLOOM,
individually and as Manager, DOE

1 DEFENDANTS 1-10; and ROE
2 DEFENDANTS 11-20,
3 Counterdefendants.

4 FINDINGS OF FACT AND CONCLUSIONS OF LAW

5 This matter having come on for preliminary injunction and consolidated non-jury trial on
6 related issues pursuant to NRCP 65(a)(2)¹ before the Honorable Elizabeth Gonzalez beginning
7 on February 1, 2021, February 2, 2021 , February 3, 2021,² and March 15, 2021; Plaintiffs
8 SPANISH HEIGHTS ACQUISITION COMPANY, LLC, (“Spanish Heights”)³ and SJC
9 VENTURES HOLDING COMPANY, LLC, d/b/a SJC VENTURES, LLC (“SJCVC”) appearing
10 by and through their representative Jay Bloom and their counsel of record JOSEPH A.
11 GUTIERREZ, ESQ. and DANIELLE J. BARRAZA, ESQ. of the law firm of MAIER
12

13
14
15 ¹ Pursuant to NRCP 65(a)(2), the parties have stipulated that the following legal issues surrounding the
16 claims and counterclaims are advanced for trial to be heard in conjunction with the hearing on the preliminary
17 injunction hearing:

- 18 a) Contractual interpretation and/or validity of the underlying “Secured Promissory Note” between
19 CBC Partners I, LLC, and KCI Investments, LLC, and all modifications (Counterclaim First, Fourth,
20 Ninth, and Twelfth Claim for Relief);
21 b) Interpretation and/or validity of the claimed third-position Deed of Trust and all modifications
22 thereto, and determination as to whether any consideration was provided in exchange for the Deed of Trust
23 (Counterclaim First, Fourth, Ninth, and Twelfth Claim for Relief);
24 c) Contractual interpretation and/or validity of the Forbearance Agreement, Amended Forbearance
25 Agreement and all associated documents/contracts (Counterclaim First, Fourth, Ninth, and Twelfth Claim
26 for Relief);
27 d) Whether the Doctrine of Merger applies to the claims at issue (Amended Complaint Fourth,
28 Seventh Cause of Action); and
e) Whether the One Action Rule applies to the claims at issue (Amended Complaint Third Cause of
Action).

The injunctive relief claims are contained in the Amended Complaint Sixth Cause of Action.

² The Court was advised on February 3, 2021, that Spanish Heights filed for bankruptcy protection. The
Court suspended these proceedings and stayed the matter for 30 days as to all parties for Defendants to seek relief
from the stay. As no order lifting the stay has been entered by the Bankruptcy Court, nothing in this order creates
any obligations or liabilities directly related to Spanish Heights; however, factual findings related to Spanish Heights
are included in this decision. The term “Plaintiffs” as used in these Findings of fact and Conclusions of Law is not
intended to imply any action by this Court against the debtor, Spanish Heights.

³ As a result of the bankruptcy filing, Spanish Heights did not participate in these proceedings on March 15,
2021.

1 GUTIERREZ & ASSOCIATES and Defendants CBC PARTNERS I, LLC, CBC PARTNERS,
2 LLC, appearing by and through its representative Alan Hallberg (“Hallberg”); 5148 SPANISH
3 HEIGHTS, LLC, KENNETH ANTOS and SHEILA NEUMANN-ANTOS, as Trustees of the
4 Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos
5 Trust; DACIA, LLC, (collectively “Defendants”) all Defendants appearing by and through their
6 counsel of record MICHAEL R. MUSHKIN, ESQ. and L. JOE COPPEDGE, ESQ. of the law
7 firm of MUSHKIN & COPPEDGE; the Court having read and considered the pleadings filed by
8 the parties; having reviewed the evidence admitted during the trial; having heard and carefully
9 considered the testimony of the witnesses called to testify and weighing their credibility; having
10 considered the oral and written arguments of counsel, and with the intent of rendering a decision
11 on the limited claims before the Court at this time, pursuant to NRCp 52(a) and 58; the Court
12 makes the following findings of fact and conclusions of law:

15 **I. Procedural Posture**

16 On April 9, 2020, the original complaint was filed and a Temporary Restraining Order
17 was issued without notice by the then assigned judge.⁴

19 Spanish Heights and SJCV initiated this action against CBC PARTNERS I, LLC, CBC
20 PARTNERS, LLC, 5148 SPANISH HEIGHTS, LLC, KENNETH ANTOS AND SHEILA
21 NEUMANN-ANTOS, as Trustees of the Kenneth & Sheila Antos Living Trust and the Kenneth
22 M. Antos & Sheila M. Neumann-Antos Trust (“Antos Trust”); DACIA, LLC, with the First
23 Amended Complaint being filed on May 15, 2020.

25 By Order filed May 29, 2020, the Court granted Plaintiffs’ Motion for Preliminary
26 Injunction on a limited basis that remained in effect until after expiration of the Governor’s
27

28 ⁴ This matter was reassigned to this department after an April 13, 2020, Request for Transfer to Business Court was made by the Defendants.

1 Emergency Directive 008.

2 On June 10, 2020, defendants CBC PARTNERS I, LLC, CBC PARTNERS, LLC, and
3 5148 Spanish Heights, LLC, filed their answer to the first amended complaint.

4 Defendants CBC PARTNERS I, LLC, and 5148 Spanish Heights, LLC, have also filed a
5 counterclaim against plaintiffs, and Jay Bloom.

6
7 On September 3, 2020, Defendant Antos Trust filed an answer and counterclaim against
8 SJCVC, which SJCVC answered on September 28, 2020.⁵

9 **II. Findings of Fact**

10 1. This action involves residential real property located at 5148 Spanish Heights
11 Drive, Las Vegas, Nevada 89148, with Assessor's Parcel Number 163-29-615-007 ("Property").

12 2. The original owners of the Property were Kenneth and Sheila Antos as joint
13 tenants, with the original deed recorded in April 2007.

14 3. On or about October 14, 2010, Kenneth M. Antos and Sheila M. Neumann-Antos
15 (collectively, "Antos") transferred the Property to Kenneth M. Antos and Sheila M. Neumann-
16 Antos, as Trustees of the Kenneth and Shelia Antos Living Trust dated April 26, 2007 (the
17 "Antos Trust", and together with "Antos", the "Antos Parties").

18 4. Nonparty City National Bank is the beneficiary of a first-position Deed of Trust
19 recorded on the Property.

20 5. Nonparty Northern Trust Bank is the beneficiary of a second-position Deed of
21 Trust recorded on the Property.

22 6. The Property is currently owned by Spanish Heights⁶ which has entered into a
23
24

25
26
27 _____
28 ⁵ The Antos have a pending motion for summary judgment.

⁶ The manager of Spanish Heights is SJCVC.

1 written lease agreement with SJC.V.⁷

2 7. Although the Property is residential, it is not owner occupied, but is occupied by
3 Jay Bloom (“Mr. Bloom”) and his family.

4 8. On or about June 22, 2012, nonparty KCI entered into a Secured Promissory Note
5 (the “Note”) with CBC Partners I, LLC, a Washington limited liability company (“CBCI”).
6

7 9. The Note memorialized a \$300,000 commercial loan that CBCI made to Antos’
8 restaurant company KCI to be used for the restaurant business.

9 10. On or around June 22, 2012, Kenneth and Sheila Antos, in their individual
10 capacities, signed a “Guaranty” in which they personally guaranteed payment of the Note.
11

12 11. The Note was secured by a “Security Agreement” dated June 22, 2012, where the
13 security interest includes KCI’s intellectual property, goods, tools, furnishings, furniture,
14 equipment and fixtures, accounts, deposit accounts, chattel paper, and receivables.

15 12. The Property was not included as collateral for the original Note.

16 13. The Note was modified and amended several times.

17 14. On November 13, 2013, a Fourth Modification to Secured Promissory Note
18 (“Fourth Modification”) was executed.
19

20 15. Paragraph 4 of the Fourth Modification amended Paragraph 6.12 of the Note as
21 follows:

22 6.12 Antos Debt. Permit guarantor Kenneth M. Antos (“Antos”) to incur,
23 create, assume or permit to exist any debt secured by the real property
24 located at 5148 Spanish Heights Drive, Las Vegas, Nevada 89148.

25 16. Along with the Fourth Modification, the Antos Trust provided a Security
26 Agreement with Respect to Interest in Settlement Agreement and Mutual Release (the “Security
27

28 ⁷ The manager of SJC.V. is Bloom.

1 Agreement”).

2 17. This Security Agreement not only granted a security interest in a Settlement
3 Agreement, but also contained certain Representations, Warranties and Covenants of the Antos
4 Parties, including:

5 3.3 Sale, Encumbrance or Disposition. Without the prior written consent
6 of the Secured Party, Antos will not (a) allow the sale or encumbrance of
7 any portion of the Collateral and (b) incur, create, assume or permit to
8 exist any debt secured by the real property located at 5148 Spanish
9 Heights Drive, Las Vegas, NV 89148, other than the first and second
position deeds of trust or mortgages...

10 18. KCI was acquired by Preferred Restaurant Brands, Inc. formerly known as Dixie
11 Foods International, Inc. (“Dixie”).

12 19. The Note was assumed by Dixie with the Antos Parties continuing to guaranty the
13 obligation.

14 20. On or about October 31, 2014, a Seventh Modification to Secured Promissory
15 Note and Waiver of Defaults (“Seventh Modification”) was entered.

16 21. CBCI determined that prior to extension of additional credit; additional security
17 was required to replace a previously released security interest in other collateral.
18

19 22. Paragraph 18(f) of the Seventh Modification provided for a condition precedent:

20 Execution and delivery by Kenneth M. Antos and Sheila M. Neumann-
21 Antos, as Trustees of the Kenneth and Sheila Antos Living Trust dated
22 April 26, 2007, and any amendments thereto (the “Antos Trust”) to Lender
23 of a Deed of Trust on the real property located at 5148 Spanish Heights
24 Drive, Las Vegas, Nevada 89148 (the “Real Property”), in form and
substance satisfactory to Lender in its sole discretion.

25 23. On or about December 17, 2014, the Antos Trust delivered to CBCI a Certificate
26 of Trust Existence and Authority (“Certificate of Trust”).

27 24. The Certificate of Trust provides in part:

28 Kenneth M. Antos and Sheila M. Neumann-Antos, as trustees (each, a

1 “Trustee”) acting on behalf of the Trust, are each authorized and
2 empowered in the name of the Trust without the approval or consent of the
other Trustee, the beneficiaries, or any other person:

3 To execute and deliver a Deed of Trust, Assignment of Rents,
4 Security Agreement and Fixture Filing (the “Deed of Trust”), to
5 secure (i) obligations owing to Lender by KCI Investments, LLC, a
6 Nevada limited liability company, and Preferred Restaurant
7 Brands, Inc., a Florida corporation (individually and collectively,
8 “Borrower”), (ii) that certain Secured Promissory Note dated as of
9 June 22, 2012, in the maximum principal amount of \$3,250,000.00
10 (the “Note”) executed by Borrower in favor of Lender, (iii) that
11 certain Guaranty dated June 22, 2012, executed by the Grantors as
12 individuals and not in their capacity as trustees, and (iv) the other
13 documents and instruments executed or delivered in connection
14 with the foregoing.

15 25. The Certificate of Trust further provides:

16 The Deed of Trust and Lender’s provision of credit under the terms of the
17 Note will directly and indirectly benefit the Trust and its beneficiaries.

18 The Trustees of the Trust have the authority to enter into the transactions
19 with respect to which this Certificate is being delivered, and such
20 transactions will create binding obligations on the assets of the Trust.

21 26. On or about December 29, 2014, a Deed of Trust, Assignment of Rents, Security
22 Agreement and Fixture Filing (the “Deed of Trust”) was recorded against the Property in the
23 Clark County Recorder’s Office as Instrument No. 201412290002856 for the purpose of
24 securing the Note.

25 27. The revocable trust indirectly benefitted from this additional credit that was
26 issued to Antos and his business by CBCI.

27 28. The Deed of Trust is subordinate to the first mortgage to City National in the
28 principal amount of approximately \$3,240,000.00 with a monthly payment of \$19,181.07, and a
second mortgage to Northern Trust Bank in the principal amount of approximately \$599,000.00
with monthly payments of \$3,034.00.

29. On or about April 30, 2015, a Ninth Modification to Secured Promissory Note

1 and Waiver of Defaults (“Ninth Modification”) was executed.

2 30. Paragraph 14(c) of the Ninth Modification provides for a condition precedent as
3 follows:

4 Execution by the Trustees of the Kenneth and Sheila Antos Living Trust
5 dated April 26, 2007, and any amendments thereto, and delivery to Lender
6 of the Correction to Deed of Trust Assignment of Rents, Security
7 Agreement and Fixture Filing, in form and substance satisfactory to
8 Lender.

9 31. On July 22, 2015, a Correction to Deed of Trust, Assignment of Rent, Security
10 Agreement and Fixture Filing (“Correction to Deed of Trust”) was recorded in the Clark County
11 Recorder’s Office as Instrument No. 201507220001146.

12 32. This Correction to Deed of Trust modified Paragraph One of the Deed of Trust to
13 read:

14 One: Payment of any and all amounts (collectively, the “Guarantied
15 Obligations”) due and owing by Trustor under that certain Guaranty from
16 Kenneth Antos and Sheila Antos (individually and collectively,
17 “Guarantor”) dated June 22, 2012, in favor of Beneficiary (the
18 “Guaranty”), guarantying the indebtedness evidenced by that certain
19 Secured Promissory Note (and any renewals, extensions, modifications
20 and substitutions thereof) (collectively, the “Note”), executed by KCI
21 Investments, LLC, a Nevada limited liability company, and Preferred
22 Restaurant Brands, Inc., a Florida corporation (individually and
23 collectively, “Borrower”), dated June 22, 2012, as modified, in the
24 maximum principal sum of THREE MILLION AND NO/100 DOLLARS
25 (\$3,000,000.00), together with interest thereon, late charges and collection
26 costs as provided in the Note.

27 33. On or about December 2, 2016, CBCI sold a portion of the monetary obligations
28 of the Note in the amount of \$15,000.00 to Southridge Partners II, LP.

34. On or about December 2, 2016, CBCI and KCI entered into a Forbearance
Agreement.

35. As part of the Forbearance Agreement, the Antos Trust executed a Consent,
Reaffirmation, and General Release by the Trust wherein the Antos Trust agreed

1 to join in and be bound to the terms of the Representations and Warranties
2 contained in Sections 4 and 7, and the General Release contained in
3 Section 8 of the Agreement applicable as though the Trust were a Credit
4 Party.

5 36. On or about December 2, 2016, a Tenth Modification to Secured Promissory Note
6 (“Tenth Modification”) was entered into.

7 37. Paragraph 6(e) of the Tenth Modification provides for a condition precedent as
8 follows:

9 Delivery to Lender of a duly executed First Modification to Deed of Trust,
10 Assignment of Rents, Security Agreement and Fixture Filing, by Kenneth
11 M. Antos and Sheila M. Neumann-Antos, Trustees of the Kenneth and
12 Sheila Antos Living Trust dated April 26, 2007, and any amendments
13 thereto, as trustor, related to that certain Deed of Trust, Assignment of
14 Rents, Security Agreement and Fixture Filing made December 17, 2014,
15 and recorded in the Official Records of Clark County, Nevada, on
16 December 29, 2014, as instrument number 20141229-0002856.

17 38. On December 19, 2016, the First Modification to Deed of Trust, Assignment of
18 Rents, Security Agreement and Fixture Filing was recorded in the Clark County Recorder’s
19 Office as Instrument No. 201612190002739.

20 39. On or about July 21, 2017, Mr. Bloom proposed to service the CBCI Note in
21 exchange for the ownership in the Property. Specifically, Mr. Bloom wrote,

22 My thought is that this proposal gets the 3rd lender:

- 23 • a full recovery of its Note balance plus all protective advances past and future,
- 24 • interim cash flow and
- 25 • provides interim additional full collateral where, given the current value of the
26 property, the 3rd position lender is currently unsecured.

27 As to the Seller, he:

- 28 • gets out from under a potential deficiency judgment from the 3rd position
lender and
- unburdens himself from any additional assets that may have been pledged.

40. Spanish Heights was created to facilitate this transaction.

41. On September 27, 2017, CBCI, the Antos Trust, Spanish Heights and Mr.

1 Bloom's company, SJCVC, entered into the 2017 Forbearance Agreement.

2 42. The September 27, 2017 Forbearance Agreement indicates that Mr. Bloom's
3 company Spanish Heights intends to acquire the Property and make certain payments to CBCI
4 pursuant to the terms of the 2017 Forbearance Agreement.

5 43. Mr. Bloom testified that he was not provided with a complete set of documents
6 reflecting the prior transactions between the Antos and KCI⁸ and that misrepresentations were
7 made regarding the prior transactions by CBCI.

8 44. In the 2017 Forbearance Agreement, the Antos Parties, Spanish Heights and
9 SJCVC acknowledged default and affirmed CBCI has fully performed.

10 45. The 2017 Forbearance Agreement contains an acknowledgement that the prior
11 agreements between the Antos and CBCI are valid.

12 Par. 8.7 Enforceable Amended Note and Modified Deed of Trust/No Conflicts. The
13 Amended Note and Modified Deed of Trust and the Forbearance Agreement, are legal,
14 valid, and binding agreements of Antos Parties and the SJCVC Parties, enforceable in
15 accordance with their respective terms, and any instrument or agreement required
16 hereunder or thereunder, when executed and delivered, is (or will be) similarly legal,
17 valid, binding and enforceable. This Forbearance Agreement does not conflict with any
18 law, agreement, or obligation by which Antos Parties and the SJCVC parties is bound.

19 46. In connection with the 2017 Forbearance Agreement, on November 3, 2017, the
20 Antos Trust conveyed the Property to Spanish Heights.

21 47. A lease agreement between Spanish Heights as the Landlord, and SJCVC as the
22 Tenant, was executed by both Spanish Heights and SJCVC on or around August 15, 2017.

23 48. The lease agreement between Spanish Heights and SJCVC indicates that the lease
24 term is two years, with an option for SJCVC to exercise two additional consecutive lease
25

26
27 ⁸ The Court finds that regardless of whether all of the prior transactional documents were provided to Mr.
28 Bloom, Mr. Bloom was on notice of the prior transactions. The 2017 Forbearance Agreement clearly identifies the
nature of the prior transactions in the section entitled "The Parties and Background" which begins on page 1 of the
document.

1 extensions.

2 49. Pursuant to the terms of the 2017 Forbearance Agreement, Spanish Heights was
3 to make certain payments to CBCI and other parties. In addition, a balloon payment of the total
4 amount owing, under the Note, was due on August 31, 2019.

5 50. Pursuant to the 2017 Forbearance Agreement, SJCVC affirmed all obligations due
6 to CBCI under the Note and Modified Deed of Trust.

7 51. The 2017 Forbearance Agreement provides in pertinent part, "CBCI is free to
8 exercise all of its rights and remedies under the Note and Modified Deed of Trust..."

9 52. The 2017 Forbearance Agreement states the rights and remedies are cumulative
10 and not exclusive, and may be pursued at any time.

11 53. As part of the 2017 Forbearance Agreement, there were certain requirements of
12 Spanish Heights attached as Exhibit B to the 2017 Forbearance Agreement.

13 54. Among the requirements was the understanding that the First Lien holder would
14 pay the real property taxes, that CBCI would pay the 1st and 2nd Mortgage payments to prevent
15 default, that Spanish Heights would make certain repairs and improvements to the Property,
16 Spanish Heights would maintain the Property, and Spanish Heights would pay for a customary
17 homeowner's insurance policy and all Homeowner's Association dues.

18 55. In addition to the requirements of the 2017 Forbearance Agreement, there was
19 additional security to be provided by Spanish Heights, SJCVC, and others.

20 56. Among the additional security was a Pledge Agreement, through which the
21 members of Spanish Heights pledged 100% of the membership interest in Spanish Heights.⁹

22
23
24
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26
27
28 ⁹ The Pledge Agreement states in pertinent part:

THIS PLEDGE AGREEMENT dated 27th (sic)(this "Agreement") is made by Kenneth & Sheila Antos

1 57. The Pledge Agreement provides in pertinent part, “Secured Party shall have the
2 right, at any time in Secured Party’s discretion after a Non-Monetary Event of Default ... to
3 transfer to or to register in the name of Secured Party or any of Secured Party’s nominees any or
4 all of the Pledged Collateral.”

5 58. Pursuant to the Pledge Agreement, upon an event of default, Pledgors (SJCVC and
6 Antos) appointed CBCI as Pledgors’ attorney-in-fact to execute any instrument which Secured
7 Party may deem necessary or advisable to accomplish the purposes of the Pledge Agreement.
8

9 59. The Pledge Agreement was signed on September 27, 2017, by the Antos and Mr.
10 Bloom as purported manager on behalf of Spanish Heights. No separate signature block for
11 SJCVC appears on the Pledge Agreement.
12

13 60. Paragraph 17 of the Pledge Agreement contained a notice provision which
14 required notice to the Pledgors to be given to Pledgors through Plaintiffs’ current counsel, Maier
15 Gutierrez & Associates.
16

17 61. As additional required security, SJCVC agreed to a Security Agreement to grant
18 CBCI a Security Interest in a Judgment described as:

19 SJCVC represents that First 100, LLC, and 1st One Hundred Holdings,
20 LLC, obtained a Judgment in the amount of \$2,221,039,718.46 against
21 Raymond Ngan and other Defendants in the matter styled *First 100, LLC,*
22 *Plaintiff(s) vs. Raymond Ngan, Defendant(s)*, Case No, A-17-753459-C in
23 the 8th Judicial District Court for Clark County, Nevada (the “Judgment”),
SJCVC represents It holds a 24,912% Membership Interest in 1st One
Hundred Holdings, LLC. SJCVC represents and warrant that no party, other

24 Living Trust (the Antos Trust”), SJC Ventures, LLC (“SJCVC”)(collectively the “Pledgors”) to CBC
25 Partners I, LLC, a Washington limited-liability company (“Secured Party” or “CBCI”).

26 ***

27 WHEREAS, Pledgors are the owners of 100%, of the membership interests (the “Membership Interests”)
28 of Spanish Heights Acquisition Company, LLC, a Nevada limited liability company (“SHAC”), which has
been organized pursuant to the terms of the Limited Liability Company Agreement of Spanish Heights
Acquisition Company, LLC.

1 than the Collection Professionals engaged to collect the Judgment, have a
2 priority to receive net Judgment proceeds attributable to SJCVC before
3 SJCVC; and that SJCVC shall receive Its interest at a minimum in pari passu
4 with other parties who hold interests in the Judgment. 1st One Hundred
5 Holdings, LLC, represents and warrant that no party, other than the
6 Collection Professionals engaged to collect the Judgment and certain other
7 creditors of 1st One Hundred Holdings, have a priority to receive net
8 Judgment proceeds prior to distributions to 1st One Hundred Holdings
9 Members; and that SJCVC shall receive Its interest at a minimum in pari
10 passu with other parties who hold interests in the Judgment.

11 62. In addition to the other consideration in the 2017 Forbearance Agreement, the
12 Antos Trust signed a Personal Guaranty Agreement, guaranteeing to CBCI the full and punctual
13 performance of all the obligations described in the 2017 Forbearance Agreement.

14 63. Pursuant to the Amendment to Forbearance Agreement and Related Agreements,
15 dated December 1, 2019 (the "Amendment to 2017 Forbearance Agreement"), SJCVC¹⁰
16 acknowledged that it pledged its membership interest in Spanish Heights as collateral for the
17 2017 Forbearance Agreement.¹¹

18 ¹⁰ An argument has been made that SJCVC did not pledge its stock under the original Pledge Agreement.
19 Given the notice provision in the original Pledge Agreement, Mr. Bloom's signature as manager on behalf of
20 Spanish Heights, rather than SJCVC, and the language of the Pledge Agreement reflecting a pledge of 100% of the
interest in membership of Spanish Heights, it appears the signature line for Mr. Bloom may have been incorrect.
Mr. Bloom is not the manager of Spanish Heights; Mr. Bloom is the manager of SJCVC, which serves as the manager
of Spanish Heights. The language in paragraphs 5 and 9 of the Amendment to the 2017 Forbearance Agreement
reaffirms SJCVC's pledge of its membership interest.

21 ¹¹ The Amendment to the 2017 Forbearance Agreement states in pertinent part:

22 WHEREAS, on or about September 27, 2017, the parties executed a Forbearance Agreement whereby
23 CBCI agreed to forbear from exercising the rights and remedies under certain loan documents executed by
24 the "Antos Parties." In addition to the Forbearance Agreement, the parties executed "Exhibit B" to the
Forbearance Agreement, a Lease Agreement, an Account Control Agreement, a Membership Pledge
Agreement, an Assignment of Rents, and a Security Agreement (collectively "the Related Agreements").

25 ***

26 5. The Membership Pledge Agreement executed by SJCVC and the Antos Trust shall remain in effect and
27 the execution of this Amendment shall not be considered a waiver of CBCI's rights under the Membership
Pledge Agreement.

28 ***

1 64. On or about December 1, 2019, CBCI, the Antos, Spanish Heights and SJC
2 entered into an Amendment to the 2017 Forbearance Agreement, extending the date of the
3 balloon payment to March 31, 2020.

4 65. The Amendment to 2017 Forbearance Agreement was signed by the Antos,
5 Bloom as purported manager on behalf of Spanish Heights, and Bloom as manager of SJC.
6

7 66. Pursuant to the Amendment to 2017 Forbearance Agreement, the Security
8 Agreement “shall remain in effect and the execution of this Amendment shall not be considered
9 a waiver of CBCI’s rights under the Security Agreement...”

10 67. Pursuant to the Amendment to 2017 Forbearance Agreement, any amendment
11 must be in writing.
12

13 68. On March 12, 2020, Spanish Hills Community Association recorded a Health and
14 Safety Lien against the Property. This Lien was for Nuisances and Hazardous Activities.

15 69. On or about March 16, 2020, CBCI mailed a Notice of Non-Monetary Defaults to
16 Spanish Heights and SJC. This Notice of Non-Monetary Default delineated the following
17 defaults:
18

- 19 1. Evidence of homeowner’s insurance coverage Pursuant to Paragraph
20 1(A)(6) of Amendment to Forbearance Agreement and Related
21 Agreements;
- 22 2. Evidence of repairs pursuant to Paragraph 3(c)(1) of Exhibit B to
23 Forbearance Agreement;
- 24 3. Evidence of Bank of America account balance of \$150,000.00
25 pursuant to Paragraph 6(c) of Exhibit B to Forbearance Agreement;
- 26 4. Opinion letter from SJC Ventures and 1st One Hundred Holdings
27 counsel regarding the Judgment and Security Agreement pursuant to
28 Paragraph 1(A)(12) of Amendment to Forbearance Agreement and
 Related Agreements;

9. The Membership Pledge Agreement executed by SJC and the Antos Trust shall remain in effect and
the execution of this Amendment shall not be considered a waiver of CBCI’s rights under the Membership
Pledge Agreement.

5. Evidence of corporate authority for SJC Ventures and 1st One Hundred Holdings pursuant to Paragraph 1(A)(13) of Amendment to Forbearance Agreement and Related Agreements; and
6. Evidence of SJC Ventures filing of applications for mortgages to refinance 5148 Spanish Heights Drive, pursuant to paragraph 1(C) of Amendment to Forbearance Agreement and Related Agreements.

70. On April 1, 2020, a Notice of Default and Demand for Payment was sent to Spanish Heights and SJCVC. This letter had a typo on the date of final balloon payment being due on March 31, 2021. This was corrected and emailed to Spanish Height's and SJCVC's counsel noting that the default date was corrected to March 31, 2020.

71. On April 1, 2020, under separate cover, counsel for CBCI sent a Notice to Spanish Heights, SJCVC, and Antos that CBCI would exercise its rights under the Pledge Agreement by transferring the pledged collateral to CBCI's nominee CBC Partners, LLC.

72. On April 1, 2020, CBC Partners received the Assignment of Company and Membership Interest of Spanish Heights from the Antos Trust.

73. On April 3, 2020, a Notice to Vacate was sent to SJCVC.

74. On April 6, 2020, CBCI sold the Note and security associated with the Note, to 5148 Spanish Heights, LLC.

75. On May 28, 2020, the Assignment of Interest in Deed of Trust was recorded in the Clark County Recorder's Office as Instrument No 202005280002508.

76. On September 15, 2020, Notice of Breach and Election to Sell Under Deed of Trust was recorded in the Clark County Recorder's Office as Instrument No 202009150001405.

77. On December 15, 2020, Notice of Trustee's Sale was recorded in the Clark County Recorder's Office Instrument No 20201215-0000746. The Sale was scheduled for January 5, 2021.

78. CBCI, through Hallberg, and Mr. Antos, both individually and as Trustee of the

1 revocable living trust as makers; confirm the original debt and the Deed of Trust as collateral for
2 the Note.

3 79. 5148 Spanish Heights, LLC, issued a new Notice of Default on January 4, 2021.

4 80. NRS 107.080 sets forth the notice requirements that were followed by 5148
5 Spanish Heights, LLC, and Nevada Trust Deed Services.

6 81. Plaintiff has shown no defect or lack of adequate statutory notice in the current
7 notice.
8

9 82. NRS 47.240 provides for conclusive presumptions relevant to certain provisions
10 of the relevant documents.¹²

11 83. Nothing in the evidence presented during these proceedings provides any basis for
12 departure from the conclusive presumptions recited in the agreements between the parties.¹³
13

14 84. At this time, CBCI has acquired the Antos interest in Spanish Heights through the
15 Pledge Agreement. The membership interest in a limited liability company is not an interest in
16

17 ¹² **NRS 47.240 Conclusive presumptions.** The following presumptions, and no others, are conclusive:

18 ***

19 2. The truth of the fact recited, from the recital in a written instrument between the parties thereto, or their
20 successors in interest by a subsequent title, but this rule does not apply to the recital of a consideration.

21 ¹³ For purposes of this proceeding, the Court applies the conclusive presumptions of NRS 47.240 to the
22 following :

23 From the Pledge Agreement:

24 WHEREAS, Pledgors are the owners of 100%, of the membership interests (the "Membership Interests")
25 of Spanish Heights Acquisition Company, LLC, a Nevada limited liability company ("SHAC"), which has
26 been organized pursuant to the terms of the Limited Liability Company Agreement of Spanish Heights
27 Acquisition Company, LLC.

28 From the Amendment to the 2017 Forbearance Agreement:

WHEREAS, on or about September 27, 2017, the parties executed a Forbearance Agreement whereby
CBCI agreed to forbear from exercising the rights and remedies under certain loan documents executed by
the "Antos Parties." In addition to the Forbearance Agreement, the parties executed "Exhibit B" to the
Forbearance Agreement, a Lease Agreement, an Account Control Agreement, a Membership Pledge
Agreement, an Assignment of Rents, and a Security Agreement (collectively "the Related Agreements").

1 real property. Title to the Property remains in Spanish Heights.

2 85. Plaintiff has not established unanimity of interest in title to the Property.

3 86. Plaintiff has not established an intent on behalf of the creditor to merge their lien
4 with equitable title.

5 87. Plaintiff has provided no evidence that the 2017 Forbearance Agreement and
6 Amendment to the 2017 Forbearance Agreement are vague or ambiguous.

7
8 88. Plaintiff has provided no evidence of fraud or misrepresentation by any
9 Defendant.

10 89. If any findings of fact are properly conclusions of law, they shall be treated as if
11 appropriately identified and designated.
12

13 **III. Conclusions of Law**

14
15 1. The legal standard for granting injunctive relief is set forth in NRS 33.010, which
16 provides:

17 Cases in which injunction may be granted. An injunction may be
18 granted in the following cases:

19 1. When it shall appear by the complaint that the plaintiff is
20 entitled to the relief demanded, and such relief or any part thereof
21 consists in restraining the commission or continuance of the act
complained of, either for a limited period or perpetually.

22 2. When it shall appear by the complaint or affidavit that the
23 commission or continuance of some act, during the litigation,
would produce great or irreparable injury to the plaintiff.

24 3. When it shall appear, during the litigation, that the
25 defendant is doing or threatens, or is about to do, or is procuring or
26 suffering to be done, some act in violation of the plaintiff's rights
27 respecting the subject of the action, and tending to render the
judgment ineffectual.

28 2. Given the current bankruptcy stay, the Court extends the existing injunctive relief

1 entered January 5, 2021, pending further order from the Bankruptcy Court.

2 3. The relevant documents, including, but not limited to, the 2017 Forbearance
3 Agreement and Amendment to Forbearance Agreement and Related Agreements, dated
4 December 1, 2019, are clear and unambiguous as a matter of law

5 4. The Note is secured by the Property.

6 5. As a condition precedent to the Fourth, Seventh, Ninth, and Tenth Modifications
7 to the Note, a Deed of Trust encumbering the Property was required.
8

9 6. The Antos Parties had authority, individually and as Trustees of the Antos Trust,
10 to encumber the Property with the Deed of Trust to CBCI.

11 7. Plaintiffs have waived any defects, acknowledged the encumbrance and agreed, in
12 writing to pay twice; first in the 2017 Forbearance Agreement and second, in the Amendment to
13 the 2017 Forbearance Agreement.
14

15 8. Plaintiffs agreed in the 2017 Forbearance Agreements to pay the amounts in
16 question by separate promise to the Antos Parties.
17

18 9. The Antos Trust received an indirect benefit from the transactions related to the
19 Deed of Trust.

20 10. Mr. Antos testified that the Property was used as security in exchange for
21 additional capital and release of other collateral from CBCI .
22

23 11. Mr. Antos agrees with CBCI that Plaintiffs have failed to perform.

24 12. NRS 107.500 is only required of owner-occupied housing.

25 13. The doctrine of merger provides that “[w]henver a greater and a less estate
26 coincide and meet in one and the same person, without any intermediate estate, the less is
27 immediately merged in the greater, and thus annihilated.” 31 C.J.S. Estates § 153.
28

1 14. Plaintiffs have made no showing of the applications of the doctrine of merger in
2 this case. As no interests have merged, and there is no showing of intent to merge

3 15. The one-action rule “does not excuse the underlying debt.” *Bonicamp v. Vazquez*,
4 120 Nev. 377, 382-83, 91 P.3d 584, 587 (2004).

5 16. The One-Action Rule prohibits a creditor from “first seeking the personal
6 recovery and then attempting, in an additional suit, to recover against the collateral.” *Bonicamp*,
7 120 Nev. at 383, 91 P.3d at 587 (2004). When suing a debtor on a secured debt, a creditor may
8 initially elect to proceed against the debtor or the security. If the creditor sues the debtor
9 personally on the debt, the debtor may then either assert the one-action rule, forcing the creditor
10 to proceed against the security first before seeking a deficiency from the debtor, or decline to
11 assert the one-action rule, accepting a personal judgment and depriving the creditor of its ability
12 to proceed against the security. NRS 40.435(3); *Bonicamp*, 120 Nev. at 383, 91 P.3d at 587
13 (2004).

14 17. The “One-Action Rule” was specifically waived by the debtor. The Deed of Trust
15 paragraph 6.21(a) states:
16
17

18 Trustor and Guarantor each waive all benefits of the one-action
19 rule under NRS 40.430, which means, without limitation, Trustor
20 and Guarantor each waive the right to require Lender to (i) proceed
21 against Borrower, any other guarantor of the Loan, any pledgor of
22 collateral for any person’s obligations to Lender or any other
23 person related to the Note and Loan Documents, (ii) proceed
24 against or exhaust any other security or collateral Lender may
25 hold, or (iii) pursue any other right or remedy for Guarantors’
26 benefit.

27 18. The 2017 Forbearance Agreement paragraph 25 gives the benefit of cumulative
28 remedies.

 The rights and remedies of CBCI under this Forbearance
Agreement and the Amended Note and Modified Deed of Trust are

1 cumulative and not exclusive of any rights or remedies that CBCI
2 would otherwise have, and may be pursued at any time and from
3 time to time and in such order as CBCI shall determine in its sole
4 discretion.

5 19. The Court concludes as a matter of law that the Plaintiffs have not established
6 facts or law to support the claim that the One-Action Rule bars recovery under the defaulted
7 Note and Security documents.

8 20. The Court's Temporary Restraining Order, filed January 5, 2021, will remain in
9 place pending further order of the Bankruptcy Court.

10 21. If any conclusions of law are properly findings of fact, they shall be treated as if
11 appropriately identified and designated.

12 JUDGMENT

13 Based upon the foregoing Findings of Fact and Conclusions of Law, and other good
14 cause appearing:

15 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that as to the
16 Claims for Declaratory Relief, the Court declares the third position Deed of Trust is a valid
17 existing obligation against the Property.


18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that as to the
19 Claims for Declaratory Relief, the Court declares that the Note is a valid existing obligation.

20 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that as to the
21 Claims for Declaratory Relief, the Court declares that the Pledge Agreement is a valid existing
22 obligation of SJCVC.

23 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that as to the
24 Claims for Declaratory Relief, the Court declares that the acquisition of a membership interest in
25 Spanish Heights does not merge the Defendants interests.
26
27
28

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as to the Claims for Declaratory Relief, the Court declares that there has been a valid waiver of the One-Action Rule.

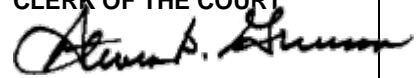
Dated this 6th day of April, 2021


Elizabeth Gonzalez, District Court Judge

Certificate of Service

I hereby certify that on the date filed, a copy of the foregoing Findings of Fact and Conclusions of Law was electronically served, pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court Electronic Filing Program.

/s/ *Dan Kutinac*
Dan Kutinac, JEA



1 **NEO**

2 JOSEPH A. GUTIERREZ, ESQ.

3 Nevada Bar No. 9046

4 DANIELLE J. BARRAZA, ESQ.

5 Nevada Bar No. 13822

6 **MAIER GUTIERREZ & ASSOCIATES**

7 8816 Spanish Ridge Avenue

8 Las Vegas, Nevada 89148

9 Telephone: 702.629.7900

10 Facsimile: 702.629.7925

11 E-mail: jag@mgalaw.com

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12 *Attorneys for Plaintiffs*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 SPANISH HEIGHTS ACQUISITION
16 COMPANY, LLC, a Nevada Limited Liability
17 Company; SJC VENTURES HOLDING
18 COMPANY, LLC, d/b/a SJC VENTURES, LLC,
19 a Delaware Limited Liability Company,

20 Plaintiffs,

21 vs.

22 CBC PARTNERS I, LLC, a foreign Limited
23 Liability Company; CBC PARTNERS, LLC, a
24 foreign Limited Liability Company; 5148
25 SPANISH HEIGHTS, LLC, a Nevada Limited
26 Liability Company; KENNETH ANTOS AND
27 SHEILA NEUMANN-ANTOS, as Trustees of
28 the Kenneth & Sheila Antos Living Trust and the
Kenneth M. Antos & Sheila M. Neumann-Antos
Trust; DACIA, LLC, a foreign Limited Liability
Company; DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

AND RELATED CLAIMS.

Case No.: A-20-813439-B

Dept. No.: XI

NOTICE OF ENTRY OF ORDER

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD.

YOU AND EACH OF YOU will please take notice that a **FINDINGS OF FACT AND**

1 **CONCLUSIONS OF LAW** was hereby entered on the 6th day of April, 2021. A copy of which is
2 attached hereto.

3 DATED this 20th day of April, 2021.

4 Respectfully submitted,

5 **MAIER GUTIERREZ & ASSOCIATES**

6 /s/ Danielle J. Barraza

7 JOSEPH A. GUTIERREZ, ESQ.

8 Nevada Bar No. 9046

9 DANIELLE J. BARRAZA, ESQ.

10 Nevada Bar No. 13822

11 8816 Spanish Ridge Avenue

12 Las Vegas, Nevada 89148

13 *Attorneys for Plaintiffs*

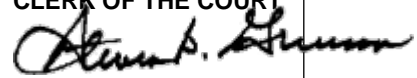
1 **CERTIFICATE OF SERVICE**

2 Pursuant to Administrative Order 14-2, a copy of the **NOTICE OF ENTRY OF ORDER**
3 was electronically filed on the 20th day of April, 2021, and served through the Notice of Electronic
4 Filing automatically generated by the Court's facilities to those parties listed on the Court's Master
5 Service List as follows:

6 Michael R. Mushkin, Esq.
7 MUSHKIN & COPPEDGE
8 6070 South Eastern Avenue, Suite 270
9 Las Vegas, Nevada 89119
10 *Attorneys for Defendants CBC Partners I, LLC, CBC Partners, LLC,*
11 *5148 Spanish Heights, LLC, and Dacia LLC*

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/s/ Natalie Vazquez
An Employee of MAIER GUTIERREZ & ASSOCIATES



1 FFCL

2
3 **DISTRICT COURT**

4 **CLARK COUNTY, NEVADA**

5 SPANISH HEIGHTS ACQUISITION
6 COMPANY, LLC, a Nevada Limited Liability
7 Company; SJC VENTURES HOLDING
8 COMPANY, LLC, d/b/a SJC VENTURES,
9 LLC, a Delaware Limited Liability Company,

Case No. A-20-813439-B

Dept. No.: XI

10 Plaintiffs,

11 v.

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

12 CBC PARTNERS I, LLC, a foreign Limited
13 Liability Company; CBC PARTNERS, LLC, a
14 foreign Limited Liability Company; 5148
15 SPANISH HEIGHTS, LLC, a Nevada Limited
16 Liability Company; KENNETH ANTOS AND
17 SHEILA NEUMANN-ANTOS, as Trustees of
18 the Kenneth & Sheila Antos Living Trust and
19 the Kenneth M. Antos & Sheila M. Neumann-
20 Antos Trust; DACIA, LLC, a foreign Limited
21 Liability Company; DOES I through X; and
22 ROE CORPORATIONS I through X,
23 inclusive,

24 Defendants.

25 5148 SPANISH HEIGHTS, LLC, a Nevada
26 limited liability company; and CBC
27 PARTNERS I, LLC, a Washington limited
28 liability company,

Counterclaimants,

v.

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada Limited Liability
Company; SJC VENTURES, LLC, a Delaware
limited liability company; SJC VENTURES
HOLDING COMPANY, LLC, a Delaware
limited liability company; JAY BLOOM,
individually and as Manager, DOE

1 DEFENDANTS 1-10; and ROE
2 DEFENDANTS 11-20,
3 Counterdefendants.

4 FINDINGS OF FACT AND CONCLUSIONS OF LAW

5 This matter having come on for preliminary injunction and consolidated non-jury trial on
6 related issues pursuant to NRCP 65(a)(2)¹ before the Honorable Elizabeth Gonzalez beginning
7 on February 1, 2021, February 2, 2021 , February 3, 2021,² and March 15, 2021; Plaintiffs
8 SPANISH HEIGHTS ACQUISITION COMPANY, LLC, (“Spanish Heights”)³ and SJC
9 VENTURES HOLDING COMPANY, LLC, d/b/a SJC VENTURES, LLC (“SJCVC”) appearing
10 by and through their representative Jay Bloom and their counsel of record JOSEPH A.
11 GUTIERREZ, ESQ. and DANIELLE J. BARRAZA, ESQ. of the law firm of MAIER
12

13
14
15 ¹ Pursuant to NRCP 65(a)(2), the parties have stipulated that the following legal issues surrounding the
16 claims and counterclaims are advanced for trial to be heard in conjunction with the hearing on the preliminary
17 injunction hearing:

- 18 a) Contractual interpretation and/or validity of the underlying “Secured Promissory Note” between
19 CBC Partners I, LLC, and KCI Investments, LLC, and all modifications (Counterclaim First, Fourth,
20 Ninth, and Twelfth Claim for Relief);
21 b) Interpretation and/or validity of the claimed third-position Deed of Trust and all modifications
22 thereto, and determination as to whether any consideration was provided in exchange for the Deed of Trust
23 (Counterclaim First, Fourth, Ninth, and Twelfth Claim for Relief);
24 c) Contractual interpretation and/or validity of the Forbearance Agreement, Amended Forbearance
25 Agreement and all associated documents/contracts (Counterclaim First, Fourth, Ninth, and Twelfth Claim
26 for Relief);
27 d) Whether the Doctrine of Merger applies to the claims at issue (Amended Complaint Fourth,
28 Seventh Cause of Action); and
e) Whether the One Action Rule applies to the claims at issue (Amended Complaint Third Cause of
Action).

The injunctive relief claims are contained in the Amended Complaint Sixth Cause of Action.

² The Court was advised on February 3, 2021, that Spanish Heights filed for bankruptcy protection. The
Court suspended these proceedings and stayed the matter for 30 days as to all parties for Defendants to seek relief
from the stay. As no order lifting the stay has been entered by the Bankruptcy Court, nothing in this order creates
any obligations or liabilities directly related to Spanish Heights; however, factual findings related to Spanish Heights
are included in this decision. The term “Plaintiffs” as used in these Findings of fact and Conclusions of Law is not
intended to imply any action by this Court against the debtor, Spanish Heights.

³ As a result of the bankruptcy filing, Spanish Heights did not participate in these proceedings on March 15,
2021.

1 GUTIERREZ & ASSOCIATES and Defendants CBC PARTNERS I, LLC, CBC PARTNERS,
2 LLC, appearing by and through its representative Alan Hallberg (“Hallberg”); 5148 SPANISH
3 HEIGHTS, LLC, KENNETH ANTOS and SHEILA NEUMANN-ANTOS, as Trustees of the
4 Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos
5 Trust; DACIA, LLC, (collectively “Defendants”) all Defendants appearing by and through their
6 counsel of record MICHAEL R. MUSHKIN, ESQ. and L. JOE COPPEDGE, ESQ. of the law
7 firm of MUSHKIN & COPPEDGE; the Court having read and considered the pleadings filed by
8 the parties; having reviewed the evidence admitted during the trial; having heard and carefully
9 considered the testimony of the witnesses called to testify and weighing their credibility; having
10 considered the oral and written arguments of counsel, and with the intent of rendering a decision
11 on the limited claims before the Court at this time, pursuant to NRCp 52(a) and 58; the Court
12 makes the following findings of fact and conclusions of law:

13
14
15 **I. Procedural Posture**

16 On April 9, 2020, the original complaint was filed and a Temporary Restraining Order
17 was issued without notice by the then assigned judge.⁴
18

19 Spanish Heights and SJCV initiated this action against CBC PARTNERS I, LLC, CBC
20 PARTNERS, LLC, 5148 SPANISH HEIGHTS, LLC, KENNETH ANTOS AND SHEILA
21 NEUMANN-ANTOS, as Trustees of the Kenneth & Sheila Antos Living Trust and the Kenneth
22 M. Antos & Sheila M. Neumann-Antos Trust (“Antos Trust”); DACIA, LLC, with the First
23 Amended Complaint being filed on May 15, 2020.
24

25 By Order filed May 29, 2020, the Court granted Plaintiffs’ Motion for Preliminary
26 Injunction on a limited basis that remained in effect until after expiration of the Governor’s
27

28 ⁴ This matter was reassigned to this department after an April 13, 2020, Request for Transfer to Business Court was made by the Defendants.

1 Emergency Directive 008.

2 On June 10, 2020, defendants CBC PARTNERS I, LLC, CBC PARTNERS, LLC, and
3 5148 Spanish Heights, LLC, filed their answer to the first amended complaint.

4 Defendants CBC PARTNERS I, LLC, and 5148 Spanish Heights, LLC, have also filed a
5 counterclaim against plaintiffs, and Jay Bloom.

6
7 On September 3, 2020, Defendant Antos Trust filed an answer and counterclaim against
8 SJCVC, which SJCVC answered on September 28, 2020.⁵

9 **II. Findings of Fact**

10 1. This action involves residential real property located at 5148 Spanish Heights
11 Drive, Las Vegas, Nevada 89148, with Assessor's Parcel Number 163-29-615-007 ("Property").

12 2. The original owners of the Property were Kenneth and Sheila Antos as joint
13 tenants, with the original deed recorded in April 2007.

14 3. On or about October 14, 2010, Kenneth M. Antos and Sheila M. Neumann-Antos
15 (collectively, "Antos") transferred the Property to Kenneth M. Antos and Sheila M. Neumann-
16 Antos, as Trustees of the Kenneth and Shelia Antos Living Trust dated April 26, 2007 (the
17 "Antos Trust", and together with "Antos", the "Antos Parties").

18 4. Nonparty City National Bank is the beneficiary of a first-position Deed of Trust
19 recorded on the Property.

20 5. Nonparty Northern Trust Bank is the beneficiary of a second-position Deed of
21 Trust recorded on the Property.

22 6. The Property is currently owned by Spanish Heights⁶ which has entered into a
23
24

25
26
27 _____
28 ⁵ The Antos have a pending motion for summary judgment.

⁶ The manager of Spanish Heights is SJCVC.

1 written lease agreement with SJC.V.⁷

2 7. Although the Property is residential, it is not owner occupied, but is occupied by
3 Jay Bloom (“Mr. Bloom”) and his family.

4 8. On or about June 22, 2012, nonparty KCI entered into a Secured Promissory Note
5 (the “Note”) with CBC Partners I, LLC, a Washington limited liability company (“CBCI”).
6

7 9. The Note memorialized a \$300,000 commercial loan that CBCI made to Antos’
8 restaurant company KCI to be used for the restaurant business.

9 10. On or around June 22, 2012, Kenneth and Sheila Antos, in their individual
10 capacities, signed a “Guaranty” in which they personally guaranteed payment of the Note.
11

12 11. The Note was secured by a “Security Agreement” dated June 22, 2012, where the
13 security interest includes KCI’s intellectual property, goods, tools, furnishings, furniture,
14 equipment and fixtures, accounts, deposit accounts, chattel paper, and receivables.

15 12. The Property was not included as collateral for the original Note.

16 13. The Note was modified and amended several times.

17 14. On November 13, 2013, a Fourth Modification to Secured Promissory Note
18 (“Fourth Modification”) was executed.
19

20 15. Paragraph 4 of the Fourth Modification amended Paragraph 6.12 of the Note as
21 follows:

22 6.12 Antos Debt. Permit guarantor Kenneth M. Antos (“Antos”) to incur,
23 create, assume or permit to exist any debt secured by the real property
24 located at 5148 Spanish Heights Drive, Las Vegas, Nevada 89148.

25 16. Along with the Fourth Modification, the Antos Trust provided a Security
26 Agreement with Respect to Interest in Settlement Agreement and Mutual Release (the “Security
27

28 ⁷ The manager of SJC.V. is Bloom.

1 Agreement”).

2 17. This Security Agreement not only granted a security interest in a Settlement
3 Agreement, but also contained certain Representations, Warranties and Covenants of the Antos
4 Parties, including:

5 3.3 Sale, Encumbrance or Disposition. Without the prior written consent
6 of the Secured Party, Antos will not (a) allow the sale or encumbrance of
7 any portion of the Collateral and (b) incur, create, assume or permit to
8 exist any debt secured by the real property located at 5148 Spanish
9 Heights Drive, Las Vegas, NV 89148, other than the first and second
position deeds of trust or mortgages...

10 18. KCI was acquired by Preferred Restaurant Brands, Inc. formerly known as Dixie
11 Foods International, Inc. (“Dixie”).

12 19. The Note was assumed by Dixie with the Antos Parties continuing to guaranty the
13 obligation.

14 20. On or about October 31, 2014, a Seventh Modification to Secured Promissory
15 Note and Waiver of Defaults (“Seventh Modification”) was entered.

16 21. CBCI determined that prior to extension of additional credit; additional security
17 was required to replace a previously released security interest in other collateral.
18

19 22. Paragraph 18(f) of the Seventh Modification provided for a condition precedent:

20 Execution and delivery by Kenneth M. Antos and Sheila M. Neumann-
21 Antos, as Trustees of the Kenneth and Sheila Antos Living Trust dated
22 April 26, 2007, and any amendments thereto (the “Antos Trust”) to Lender
23 of a Deed of Trust on the real property located at 5148 Spanish Heights
24 Drive, Las Vegas, Nevada 89148 (the “Real Property”), in form and
substance satisfactory to Lender in its sole discretion.

25 23. On or about December 17, 2014, the Antos Trust delivered to CBCI a Certificate
26 of Trust Existence and Authority (“Certificate of Trust”).

27 24. The Certificate of Trust provides in part:

28 Kenneth M. Antos and Sheila M. Neumann-Antos, as trustees (each, a

1 “Trustee”) acting on behalf of the Trust, are each authorized and
2 empowered in the name of the Trust without the approval or consent of the
other Trustee, the beneficiaries, or any other person:

3 To execute and deliver a Deed of Trust, Assignment of Rents,
4 Security Agreement and Fixture Filing (the “Deed of Trust”), to
5 secure (i) obligations owing to Lender by KCI Investments, LLC, a
6 Nevada limited liability company, and Preferred Restaurant
7 Brands, Inc., a Florida corporation (individually and collectively,
8 “Borrower”), (ii) that certain Secured Promissory Note dated as of
9 June 22, 2012, in the maximum principal amount of \$3,250,000.00
10 (the “Note”) executed by Borrower in favor of Lender, (iii) that
11 certain Guaranty dated June 22, 2012, executed by the Grantors as
12 individuals and not in their capacity as trustees, and (iv) the other
13 documents and instruments executed or delivered in connection
14 with the foregoing.

15 25. The Certificate of Trust further provides:

16 The Deed of Trust and Lender’s provision of credit under the terms of the
17 Note will directly and indirectly benefit the Trust and its beneficiaries.

18 The Trustees of the Trust have the authority to enter into the transactions
19 with respect to which this Certificate is being delivered, and such
20 transactions will create binding obligations on the assets of the Trust.

21 26. On or about December 29, 2014, a Deed of Trust, Assignment of Rents, Security
22 Agreement and Fixture Filing (the “Deed of Trust”) was recorded against the Property in the
23 Clark County Recorder’s Office as Instrument No. 201412290002856 for the purpose of
24 securing the Note.

25 27. The revocable trust indirectly benefitted from this additional credit that was
26 issued to Antos and his business by CBCI.

27 28. The Deed of Trust is subordinate to the first mortgage to City National in the
28 principal amount of approximately \$3,240,000.00 with a monthly payment of \$19,181.07, and a
second mortgage to Northern Trust Bank in the principal amount of approximately \$599,000.00
with monthly payments of \$3,034.00.

29 29. On or about April 30, 2015, a Ninth Modification to Secured Promissory Note

1 and Waiver of Defaults (“Ninth Modification”) was executed.

2 30. Paragraph 14(c) of the Ninth Modification provides for a condition precedent as
3 follows:

4 Execution by the Trustees of the Kenneth and Sheila Antos Living Trust
5 dated April 26, 2007, and any amendments thereto, and delivery to Lender
6 of the Correction to Deed of Trust Assignment of Rents, Security
7 Agreement and Fixture Filing, in form and substance satisfactory to
8 Lender.

9 31. On July 22, 2015, a Correction to Deed of Trust, Assignment of Rent, Security
10 Agreement and Fixture Filing (“Correction to Deed of Trust”) was recorded in the Clark County
11 Recorder’s Office as Instrument No. 201507220001146.

12 32. This Correction to Deed of Trust modified Paragraph One of the Deed of Trust to
13 read:

14 One: Payment of any and all amounts (collectively, the “Guarantied
15 Obligations”) due and owing by Trustor under that certain Guaranty from
16 Kenneth Antos and Sheila Antos (individually and collectively,
17 “Guarantor”) dated June 22, 2012, in favor of Beneficiary (the
18 “Guaranty”), guarantying the indebtedness evidenced by that certain
19 Secured Promissory Note (and any renewals, extensions, modifications
20 and substitutions thereof) (collectively, the “Note”), executed by KCI
21 Investments, LLC, a Nevada limited liability company, and Preferred
22 Restaurant Brands, Inc., a Florida corporation (individually and
23 collectively, “Borrower”), dated June 22, 2012, as modified, in the
24 maximum principal sum of THREE MILLION AND NO/100 DOLLARS
25 (\$3,000,000.00), together with interest thereon, late charges and collection
26 costs as provided in the Note.

27 33. On or about December 2, 2016, CBCI sold a portion of the monetary obligations
28 of the Note in the amount of \$15,000.00 to Southridge Partners II, LP.

34. On or about December 2, 2016, CBCI and KCI entered into a Forbearance
Agreement.

35. As part of the Forbearance Agreement, the Antos Trust executed a Consent,
Reaffirmation, and General Release by the Trust wherein the Antos Trust agreed

1 to join in and be bound to the terms of the Representations and Warranties
2 contained in Sections 4 and 7, and the General Release contained in
3 Section 8 of the Agreement applicable as though the Trust were a Credit
4 Party.

5 36. On or about December 2, 2016, a Tenth Modification to Secured Promissory Note
6 (“Tenth Modification”) was entered into.

7 37. Paragraph 6(e) of the Tenth Modification provides for a condition precedent as
8 follows:

9 Delivery to Lender of a duly executed First Modification to Deed of Trust,
10 Assignment of Rents, Security Agreement and Fixture Filing, by Kenneth
11 M. Antos and Sheila M. Neumann-Antos, Trustees of the Kenneth and
12 Sheila Antos Living Trust dated April 26, 2007, and any amendments
13 thereto, as trustor, related to that certain Deed of Trust, Assignment of
14 Rents, Security Agreement and Fixture Filing made December 17, 2014,
15 and recorded in the Official Records of Clark County, Nevada, on
16 December 29, 2014, as instrument number 20141229-0002856.

17 38. On December 19, 2016, the First Modification to Deed of Trust, Assignment of
18 Rents, Security Agreement and Fixture Filing was recorded in the Clark County Recorder’s
19 Office as Instrument No. 201612190002739.

20 39. On or about July 21, 2017, Mr. Bloom proposed to service the CBCI Note in
21 exchange for the ownership in the Property. Specifically, Mr. Bloom wrote,

22 My thought is that this proposal gets the 3rd lender:

- 23 • a full recovery of its Note balance plus all protective advances past and future,
- 24 • interim cash flow and
- 25 • provides interim additional full collateral where, given the current value of the
26 property, the 3rd position lender is currently unsecured.

27 As to the Seller, he:

- 28 • gets out from under a potential deficiency judgment from the 3rd position
lender and
- unburdens himself from any additional assets that may have been pledged.

40. Spanish Heights was created to facilitate this transaction.

41. On September 27, 2017, CBCI, the Antos Trust, Spanish Heights and Mr.

1 Bloom's company, SJCVC, entered into the 2017 Forbearance Agreement.

2 42. The September 27, 2017 Forbearance Agreement indicates that Mr. Bloom's
3 company Spanish Heights intends to acquire the Property and make certain payments to CBCI
4 pursuant to the terms of the 2017 Forbearance Agreement.

5 43. Mr. Bloom testified that he was not provided with a complete set of documents
6 reflecting the prior transactions between the Antos and KCI⁸ and that misrepresentations were
7 made regarding the prior transactions by CBCI.

8 44. In the 2017 Forbearance Agreement, the Antos Parties, Spanish Heights and
9 SJCVC acknowledged default and affirmed CBCI has fully performed.

10 45. The 2017 Forbearance Agreement contains an acknowledgement that the prior
11 agreements between the Antos and CBCI are valid.

12 Par. 8.7 Enforceable Amended Note and Modified Deed of Trust/No Conflicts. The
13 Amended Note and Modified Deed of Trust and the Forbearance Agreement, are legal,
14 valid, and binding agreements of Antos Parties and the SJCVC Parties, enforceable in
15 accordance with their respective terms, and any instrument or agreement required
16 hereunder or thereunder, when executed and delivered, is (or will be) similarly legal,
17 valid, binding and enforceable. This Forbearance Agreement does not conflict with any
18 law, agreement, or obligation by which Antos Parties and the SJCVC parties is bound.

19 46. In connection with the 2017 Forbearance Agreement, on November 3, 2017, the
20 Antos Trust conveyed the Property to Spanish Heights.

21 47. A lease agreement between Spanish Heights as the Landlord, and SJCVC as the
22 Tenant, was executed by both Spanish Heights and SJCVC on or around August 15, 2017.

23 48. The lease agreement between Spanish Heights and SJCVC indicates that the lease
24 term is two years, with an option for SJCVC to exercise two additional consecutive lease
25

26
27 ⁸ The Court finds that regardless of whether all of the prior transactional documents were provided to Mr.
28 Bloom, Mr. Bloom was on notice of the prior transactions. The 2017 Forbearance Agreement clearly identifies the
nature of the prior transactions in the section entitled "The Parties and Background" which begins on page 1 of the
document.

1 extensions.

2 49. Pursuant to the terms of the 2017 Forbearance Agreement, Spanish Heights was
3 to make certain payments to CBCI and other parties. In addition, a balloon payment of the total
4 amount owing, under the Note, was due on August 31, 2019.

5 50. Pursuant to the 2017 Forbearance Agreement, SJCVC affirmed all obligations due
6 to CBCI under the Note and Modified Deed of Trust.

7 51. The 2017 Forbearance Agreement provides in pertinent part, "CBCI is free to
8 exercise all of its rights and remedies under the Note and Modified Deed of Trust..."

9 52. The 2017 Forbearance Agreement states the rights and remedies are cumulative
10 and not exclusive, and may be pursued at any time.

11 53. As part of the 2017 Forbearance Agreement, there were certain requirements of
12 Spanish Heights attached as Exhibit B to the 2017 Forbearance Agreement.

13 54. Among the requirements was the understanding that the First Lien holder would
14 pay the real property taxes, that CBCI would pay the 1st and 2nd Mortgage payments to prevent
15 default, that Spanish Heights would make certain repairs and improvements to the Property,
16 Spanish Heights would maintain the Property, and Spanish Heights would pay for a customary
17 homeowner's insurance policy and all Homeowner's Association dues.

18 55. In addition to the requirements of the 2017 Forbearance Agreement, there was
19 additional security to be provided by Spanish Heights, SJCVC, and others.

20 56. Among the additional security was a Pledge Agreement, through which the
21 members of Spanish Heights pledged 100% of the membership interest in Spanish Heights.⁹

22
23
24
25
26
27
28 ⁹ The Pledge Agreement states in pertinent part:

THIS PLEDGE AGREEMENT dated 27th (sic)(this "Agreement") is made by Kenneth & Sheila Antos

1 57. The Pledge Agreement provides in pertinent part, “Secured Party shall have the
2 right, at any time in Secured Party’s discretion after a Non-Monetary Event of Default ... to
3 transfer to or to register in the name of Secured Party or any of Secured Party’s nominees any or
4 all of the Pledged Collateral.”

5 58. Pursuant to the Pledge Agreement, upon an event of default, Pledgors (SJCVC and
6 Antos) appointed CBCI as Pledgors’ attorney-in-fact to execute any instrument which Secured
7 Party may deem necessary or advisable to accomplish the purposes of the Pledge Agreement.
8

9 59. The Pledge Agreement was signed on September 27, 2017, by the Antos and Mr.
10 Bloom as purported manager on behalf of Spanish Heights. No separate signature block for
11 SJCVC appears on the Pledge Agreement.
12

13 60. Paragraph 17 of the Pledge Agreement contained a notice provision which
14 required notice to the Pledgors to be given to Pledgors through Plaintiffs’ current counsel, Maier
15 Gutierrez & Associates.
16

17 61. As additional required security, SJCVC agreed to a Security Agreement to grant
18 CBCI a Security Interest in a Judgment described as:

19 SJCVC represents that First 100, LLC, and 1st One Hundred Holdings,
20 LLC, obtained a Judgment in the amount of \$2,221,039,718.46 against
21 Raymond Ngan and other Defendants in the matter styled *First 100, LLC,*
22 *Plaintiff(s) vs. Raymond Ngan, Defendant(s)*, Case No, A-17-753459-C in
23 the 8th Judicial District Court for Clark County, Nevada (the “Judgment”),
SJCVC represents It holds a 24,912% Membership Interest in 1st One
Hundred Holdings, LLC. SJCVC represents and warrant that no party, other

24 Living Trust (the Antos Trust”), SJC Ventures, LLC (“SJCVC”)(collectively the “Pledgors”) to CBC
25 Partners I, LLC, a Washington limited-liability company (“Secured Party” or “CBCI”).

26 ***

27 WHEREAS, Pledgors are the owners of 100%, of the membership interests (the “Membership Interests”)
28 of Spanish Heights Acquisition Company, LLC, a Nevada limited liability company (“SHAC”), which has
been organized pursuant to the terms of the Limited Liability Company Agreement of Spanish Heights
Acquisition Company, LLC.

1 than the Collection Professionals engaged to collect the Judgment, have a
2 priority to receive net Judgment proceeds attributable to SJCVC before
3 SJCVC; and that SJCVC shall receive Its interest at a minimum in pari passu
4 with other parties who hold interests in the Judgment. 1st One Hundred
5 Holdings, LLC, represents and warrant that no party, other than the
6 Collection Professionals engaged to collect the Judgment and certain other
7 creditors of 1st One Hundred Holdings, have a priority to receive net
8 Judgment proceeds prior to distributions to 1st One Hundred Holdings
9 Members; and that SJCVC shall receive Its interest at a minimum in pari
10 passu with other parties who hold interests in the Judgment.

11 62. In addition to the other consideration in the 2017 Forbearance Agreement, the
12 Antos Trust signed a Personal Guaranty Agreement, guaranteeing to CBCI the full and punctual
13 performance of all the obligations described in the 2017 Forbearance Agreement.

14 63. Pursuant to the Amendment to Forbearance Agreement and Related Agreements,
15 dated December 1, 2019 (the "Amendment to 2017 Forbearance Agreement"), SJCVC¹⁰
16 acknowledged that it pledged its membership interest in Spanish Heights as collateral for the
17 2017 Forbearance Agreement.¹¹

18 ¹⁰ An argument has been made that SJCVC did not pledge its stock under the original Pledge Agreement.
19 Given the notice provision in the original Pledge Agreement, Mr. Bloom's signature as manager on behalf of
20 Spanish Heights, rather than SJCVC, and the language of the Pledge Agreement reflecting a pledge of 100% of the
interest in membership of Spanish Heights, it appears the signature line for Mr. Bloom may have been incorrect.
Mr. Bloom is not the manager of Spanish Heights; Mr. Bloom is the manager of SJCVC, which serves as the manager
of Spanish Heights. The language in paragraphs 5 and 9 of the Amendment to the 2017 Forbearance Agreement
reaffirms SJCVC's pledge of its membership interest.

21 ¹¹ The Amendment to the 2017 Forbearance Agreement states in pertinent part:

22 WHEREAS, on or about September 27, 2017, the parties executed a Forbearance Agreement whereby
23 CBCI agreed to forbear from exercising the rights and remedies under certain loan documents executed by
24 the "Antos Parties." In addition to the Forbearance Agreement, the parties executed "Exhibit B" to the
Forbearance Agreement, a Lease Agreement, an Account Control Agreement, a Membership Pledge
Agreement, an Assignment of Rents, and a Security Agreement (collectively "the Related Agreements").

25 ***

26 5. The Membership Pledge Agreement executed by SJCVC and the Antos Trust shall remain in effect and
27 the execution of this Amendment shall not be considered a waiver of CBCI's rights under the Membership
Pledge Agreement.

28 ***

1 64. On or about December 1, 2019, CBCI, the Antos, Spanish Heights and SJC
2 entered into an Amendment to the 2017 Forbearance Agreement, extending the date of the
3 balloon payment to March 31, 2020.

4 65. The Amendment to 2017 Forbearance Agreement was signed by the Antos,
5 Bloom as purported manager on behalf of Spanish Heights, and Bloom as manager of SJC.
6

7 66. Pursuant to the Amendment to 2017 Forbearance Agreement, the Security
8 Agreement “shall remain in effect and the execution of this Amendment shall not be considered
9 a waiver of CBCI’s rights under the Security Agreement...”

10 67. Pursuant to the Amendment to 2017 Forbearance Agreement, any amendment
11 must be in writing.
12

13 68. On March 12, 2020, Spanish Hills Community Association recorded a Health and
14 Safety Lien against the Property. This Lien was for Nuisances and Hazardous Activities.

15 69. On or about March 16, 2020, CBCI mailed a Notice of Non-Monetary Defaults to
16 Spanish Heights and SJC. This Notice of Non-Monetary Default delineated the following
17 defaults:
18

- 19 1. Evidence of homeowner’s insurance coverage Pursuant to Paragraph
20 1(A)(6) of Amendment to Forbearance Agreement and Related
21 Agreements;
- 22 2. Evidence of repairs pursuant to Paragraph 3(c)(1) of Exhibit B to
23 Forbearance Agreement;
- 24 3. Evidence of Bank of America account balance of \$150,000.00
25 pursuant to Paragraph 6(c) of Exhibit B to Forbearance Agreement;
- 26 4. Opinion letter from SJC Ventures and 1st One Hundred Holdings
27 counsel regarding the Judgment and Security Agreement pursuant to
28 Paragraph 1(A)(12) of Amendment to Forbearance Agreement and
 Related Agreements;

9. The Membership Pledge Agreement executed by SJC and the Antos Trust shall remain in effect and the execution of this Amendment shall not be considered a waiver of CBCI’s rights under the Membership Pledge Agreement.

5. Evidence of corporate authority for SJC Ventures and 1st One Hundred Holdings pursuant to Paragraph 1(A)(13) of Amendment to Forbearance Agreement and Related Agreements; and
6. Evidence of SJC Ventures filing of applications for mortgages to refinance 5148 Spanish Heights Drive, pursuant to paragraph 1(C) of Amendment to Forbearance Agreement and Related Agreements.

70. On April 1, 2020, a Notice of Default and Demand for Payment was sent to Spanish Heights and SJCVC. This letter had a typo on the date of final balloon payment being due on March 31, 2021. This was corrected and emailed to Spanish Height's and SJCVC's counsel noting that the default date was corrected to March 31, 2020.

71. On April 1, 2020, under separate cover, counsel for CBCI sent a Notice to Spanish Heights, SJCVC, and Antos that CBCI would exercise its rights under the Pledge Agreement by transferring the pledged collateral to CBCI's nominee CBC Partners, LLC.

72. On April 1, 2020, CBC Partners received the Assignment of Company and Membership Interest of Spanish Heights from the Antos Trust.

73. On April 3, 2020, a Notice to Vacate was sent to SJCVC.

74. On April 6, 2020, CBCI sold the Note and security associated with the Note, to 5148 Spanish Heights, LLC.

75. On May 28, 2020, the Assignment of Interest in Deed of Trust was recorded in the Clark County Recorder's Office as Instrument No 202005280002508.

76. On September 15, 2020, Notice of Breach and Election to Sell Under Deed of Trust was recorded in the Clark County Recorder's Office as Instrument No 202009150001405.

77. On December 15, 2020, Notice of Trustee's Sale was recorded in the Clark County Recorder's Office Instrument No 20201215-0000746. The Sale was scheduled for January 5, 2021.

78. CBCI, through Hallberg, and Mr. Antos, both individually and as Trustee of the

1 revocable living trust as makers; confirm the original debt and the Deed of Trust as collateral for
2 the Note.

3 79. 5148 Spanish Heights, LLC, issued a new Notice of Default on January 4, 2021.

4 80. NRS 107.080 sets forth the notice requirements that were followed by 5148
5 Spanish Heights, LLC, and Nevada Trust Deed Services.

6 81. Plaintiff has shown no defect or lack of adequate statutory notice in the current
7 notice.
8

9 82. NRS 47.240 provides for conclusive presumptions relevant to certain provisions
10 of the relevant documents.¹²

11 83. Nothing in the evidence presented during these proceedings provides any basis for
12 departure from the conclusive presumptions recited in the agreements between the parties.¹³
13

14 84. At this time, CBCI has acquired the Antos interest in Spanish Heights through the
15 Pledge Agreement. The membership interest in a limited liability company is not an interest in
16

17 ¹² **NRS 47.240 Conclusive presumptions.** The following presumptions, and no others, are conclusive:

18 ***

19 2. The truth of the fact recited, from the recital in a written instrument between the parties thereto, or their
20 successors in interest by a subsequent title, but this rule does not apply to the recital of a consideration.

21 ¹³ For purposes of this proceeding, the Court applies the conclusive presumptions of NRS 47.240 to the
22 following :

23 From the Pledge Agreement:

24 WHEREAS, Pledgors are the owners of 100%, of the membership interests (the "Membership Interests")
25 of Spanish Heights Acquisition Company, LLC, a Nevada limited liability company ("SHAC"), which has
26 been organized pursuant to the terms of the Limited Liability Company Agreement of Spanish Heights
27 Acquisition Company, LLC.

28 From the Amendment to the 2017 Forbearance Agreement:

WHEREAS, on or about September 27, 2017, the parties executed a Forbearance Agreement whereby
CBCI agreed to forbear from exercising the rights and remedies under certain loan documents executed by
the "Antos Parties." In addition to the Forbearance Agreement, the parties executed "Exhibit B" to the
Forbearance Agreement, a Lease Agreement, an Account Control Agreement, a Membership Pledge
Agreement, an Assignment of Rents, and a Security Agreement (collectively "the Related Agreements").

1 real property. Title to the Property remains in Spanish Heights.

2 85. Plaintiff has not established unanimity of interest in title to the Property.

3 86. Plaintiff has not established an intent on behalf of the creditor to merge their lien
4 with equitable title.

5 87. Plaintiff has provided no evidence that the 2017 Forbearance Agreement and
6 Amendment to the 2017 Forbearance Agreement are vague or ambiguous.

7
8 88. Plaintiff has provided no evidence of fraud or misrepresentation by any
9 Defendant.

10 89. If any findings of fact are properly conclusions of law, they shall be treated as if
11 appropriately identified and designated.
12

13 **III. Conclusions of Law**

14
15 1. The legal standard for granting injunctive relief is set forth in NRS 33.010, which
16 provides:

17 Cases in which injunction may be granted. An injunction may be
18 granted in the following cases:

19 1. When it shall appear by the complaint that the plaintiff is
20 entitled to the relief demanded, and such relief or any part thereof
21 consists in restraining the commission or continuance of the act
complained of, either for a limited period or perpetually.

22 2. When it shall appear by the complaint or affidavit that the
23 commission or continuance of some act, during the litigation,
would produce great or irreparable injury to the plaintiff.

24 3. When it shall appear, during the litigation, that the
25 defendant is doing or threatens, or is about to do, or is procuring or
26 suffering to be done, some act in violation of the plaintiff's rights
27 respecting the subject of the action, and tending to render the
judgment ineffectual.

28 2. Given the current bankruptcy stay, the Court extends the existing injunctive relief

1 entered January 5, 2021, pending further order from the Bankruptcy Court.

2 3. The relevant documents, including, but not limited to, the 2017 Forbearance
3 Agreement and Amendment to Forbearance Agreement and Related Agreements, dated
4 December 1, 2019, are clear and unambiguous as a matter of law

5 4. The Note is secured by the Property.

6 5. As a condition precedent to the Fourth, Seventh, Ninth, and Tenth Modifications
7 to the Note, a Deed of Trust encumbering the Property was required.
8

9 6. The Antos Parties had authority, individually and as Trustees of the Antos Trust,
10 to encumber the Property with the Deed of Trust to CBCI.

11 7. Plaintiffs have waived any defects, acknowledged the encumbrance and agreed, in
12 writing to pay twice; first in the 2017 Forbearance Agreement and second, in the Amendment to
13 the 2017 Forbearance Agreement.
14

15 8. Plaintiffs agreed in the 2017 Forbearance Agreements to pay the amounts in
16 question by separate promise to the Antos Parties.
17

18 9. The Antos Trust received an indirect benefit from the transactions related to the
19 Deed of Trust.

20 10. Mr. Antos testified that the Property was used as security in exchange for
21 additional capital and release of other collateral from CBCI .
22

23 11. Mr. Antos agrees with CBCI that Plaintiffs have failed to perform.

24 12. NRS 107.500 is only required of owner-occupied housing.

25 13. The doctrine of merger provides that “[w]henver a greater and a less estate
26 coincide and meet in one and the same person, without any intermediate estate, the less is
27 immediately merged in the greater, and thus annihilated.” 31 C.J.S. Estates § 153.
28

1 14. Plaintiffs have made no showing of the applications of the doctrine of merger in
2 this case. As no interests have merged, and there is no showing of intent to merge

3 15. The one-action rule “does not excuse the underlying debt.” *Bonicamp v. Vazquez*,
4 120 Nev. 377, 382-83, 91 P.3d 584, 587 (2004).

5 16. The One-Action Rule prohibits a creditor from “first seeking the personal
6 recovery and then attempting, in an additional suit, to recover against the collateral.” *Bonicamp*,
7 120 Nev. at 383, 91 P.3d at 587 (2004). When suing a debtor on a secured debt, a creditor may
8 initially elect to proceed against the debtor or the security. If the creditor sues the debtor
9 personally on the debt, the debtor may then either assert the one-action rule, forcing the creditor
10 to proceed against the security first before seeking a deficiency from the debtor, or decline to
11 assert the one-action rule, accepting a personal judgment and depriving the creditor of its ability
12 to proceed against the security. NRS 40.435(3); *Bonicamp*, 120 Nev. at 383, 91 P.3d at 587
13 (2004).

14 17. The “One-Action Rule” was specifically waived by the debtor. The Deed of Trust
15 paragraph 6.21(a) states:
16

17 Trustor and Guarantor each waive all benefits of the one-action
18 rule under NRS 40.430, which means, without limitation, Trustor
19 and Guarantor each waive the right to require Lender to (i) proceed
20 against Borrower, any other guarantor of the Loan, any pledgor of
21 collateral for any person’s obligations to Lender or any other
22 person related to the Note and Loan Documents, (ii) proceed
23 against or exhaust any other security or collateral Lender may
24 hold, or (iii) pursue any other right or remedy for Guarantors’
benefit.

25 18. The 2017 Forbearance Agreement paragraph 25 gives the benefit of cumulative
26 remedies.

27 The rights and remedies of CBCI under this Forbearance
28 Agreement and the Amended Note and Modified Deed of Trust are

1 cumulative and not exclusive of any rights or remedies that CBCI
2 would otherwise have, and may be pursued at any time and from
3 time to time and in such order as CBCI shall determine in its sole
4 discretion.

5 19. The Court concludes as a matter of law that the Plaintiffs have not established
6 facts or law to support the claim that the One-Action Rule bars recovery under the defaulted
7 Note and Security documents.

8 20. The Court's Temporary Restraining Order, filed January 5, 2021, will remain in
9 place pending further order of the Bankruptcy Court.

10 21. If any conclusions of law are properly findings of fact, they shall be treated as if
11 appropriately identified and designated.

12 JUDGMENT

13 Based upon the foregoing Findings of Fact and Conclusions of Law, and other good
14 cause appearing:

15 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that as to the
16 Claims for Declaratory Relief, the Court declares the third position Deed of Trust is a valid
17 existing obligation against the Property.


18 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that as to the
19 Claims for Declaratory Relief, the Court declares that the Note is a valid existing obligation.
20

21 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that as to the
22 Claims for Declaratory Relief, the Court declares that the Pledge Agreement is a valid existing
23 obligation of SJCVC.
24

25 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that as to the
26 Claims for Declaratory Relief, the Court declares that the acquisition of a membership interest in
27 Spanish Heights does not merge the Defendants interests.
28

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that as to the Claims for Declaratory Relief, the Court declares that there has been a valid waiver of the One-Action Rule.

Dated this 6th day of April, 2021


Elizabeth Gonzalez, District Court Judge

Certificate of Service

I hereby certify that on the date filed, a copy of the foregoing Findings of Fact and Conclusions of Law was electronically served, pursuant to N.E.F.C.R. Rule 9, to all registered parties in the Eighth Judicial District Court Electronic Filing Program.

/s/ *Dan Kutinac*
Dan Kutinac, JEA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

April 28, 2020

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

**April 28, 2020 9:00 AM Hearing TRO extended
without modification**

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT: Gutierrez, Joseph A. Attorney
Mushkin, Michael R. Attorney

JOURNAL ENTRIES

- All parties appeared telephonically. Following arguments by counsel, COURT ORDERED, because of the Governor's Directive 008, the Court is EXTENDING the Temporary Restraining Order previously issued by Judge Crockett WITHOUT MODIFICATION.

Per counsel's request, hearing set for June 8, 2020 is ADVANCED to May 14, 2020. Mr. Mushkin confirmed he intends to call witnesses for the preliminary injunction hearing and will be calling them by video under today's circumstances. COURT NOTED a few days' notice is required to set up videoconferencing. Counsel will be REQUIRED to be present in the courtroom but they must observe social distancing, and the witnesses should have the exhibits prior to their appearance. Upon counsel's inquiry, Court stated Mr. Bloom can testify in the courtroom if he observes social distancing and wears a face covering. COURT FURTHER DIRECTED counsel to email the information regarding their witnesses to the Judicial Executive Assistant, Mr. Dan Kutinac, by May 11, 2020 at noon.

Following further argument by Mr. Mushkin regarding the Governor's Directive and adjusting the bond, COURT ORDERED, given the Governor's Directive 008 the Court will NOT ADJUST the bond.

5-14-20 9:30 AM PLAINTIFFS' APPLICATION FOR TEMPORARY RESTRAINING
ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON ORDER SHORTENING TIME

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

May 13, 2020

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

May 13, 2020 12:53 AM Minute Order

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The Court notes trial subpoenas have been filed. The Court did not authorize the issuance of trial subpoenas nor order any witness to appear.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 5-13-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

May 14, 2020

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s)
	vs.
	CBC Partners I LLC, Defendant(s)

May 14, 2020 9:30 AM Motion

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT:	Barraza, Danielle J.	Attorney
	Bloom, Jay	Counter Defendant
	Gutierrez, Joseph A.	Attorney
	Mushkin, Michael R.	Attorney

JOURNAL ENTRIES

- COURT NOTED a motion for protective order and a motion regarding a subpoena were filed yesterday. Opening statements by Mr. Gutierrez and Mr. Mushkin. Exclusionary rule INVOKED by Mr. Gutierrez. Mr. Mushkin noted that they previously said they would do both declarations and witnesses; he has provided the declarations to counsel; the only one that is substantive is perhaps Mr. Hodgman's, the next door neighbor, because it addresses the fireworks issue. COURT ORDERED, exclusionary rule IMPOSED; however, that does not mean a witness cannot participate as an observer.

Pursuant to the parties' stipulation, COURT ORDERED, Proposed Joint Exhibits A through W ADMITTED. (See worksheet.) Parties agreed that the remainder of the exhibits is stipulated as to authenticity and counsel will only argue relevance.

Testimony and exhibits presented. (See worksheets.) LUNCH RECESS.

Testimony and exhibits continued. (See worksheets.) Following arguments by counsel regarding Mr.

Mushkin's motion for directed verdict on the basis that the Plaintiffs have not established irreparable harm, COURT stated findings, and ORDERED, motion DENIED.

Testimony and exhibits continued. At the hour of 4:02 pm, both sides RESTED.

Closing arguments. COURT ORDERED, the April 3, 2020 notice to vacate is violative of Governor's Directive 008, because there is not an establishment of a serious endangerment of the public or other residents, or serious criminal activity, or significant damage to the property, which is required under section 1 for the Court to ignore the Governor's Directive 008, section 1. For that reason, the injunction is GRANTED in a LIMITED way to prevent any further action related to the notice to vacate until after the expiration of the Governor's Directive 008.

With regards to a bond, COURT noted, per Mr. Gutierrez, that the Plaintiff is going to continue to pay the first and second taxes, insurance, and HOA dues during the interim. Mr. Gutierrez concurred. Argument by Mr. Mushkin in support of payments for the third. COURT ORDERED, as part of the order granting the preliminary injunction through the expiration of Governor's Directive 008, the Plaintiff is REQUIRED to continue to pay the first, second insurance, taxes, and HOA fees; the Court will NOT REQUIRE payment of the third; that is something that will be an issue that may be discussed in the near future, given the new party that has appeared, whether through intervention or the filing of a counterclaim. Following further argument by Mr. Mushkin, noting no defense to the bond, and Court's clarification of its ruling, COURT NOTED its order is strictly based on Directive 008, that the Court did not say it found there was a foreclosure proceeding but found there was a notice to vacate; the Court cannot increase the bond from \$1,000 as requested by the Defendant, not with Directive 008 in place.

Counsel for Plaintiffs to prepare today's order and run it by the Defense prior to submission.

COURT ORDERED, given the appearance of the new party as a counterclaimant, the Court will NOT SET a Rule 16 Conference today; however, matter will be SET for status check in 3 weeks on the chambers calendar on scheduling the Rule 16 conference; the requirements under NRCP 16(b)(2) are SUSPENDED pursuant to Administrative Order 20-01. Mr. Gutierrez noted the Plaintiff will likely be filing an amended complaint.

COURT ORDERED, the motions scheduled for June 19, 2020 ("Motion for Protective Order", " Motion to Quash Subpoena and for Protective Order") are VACATED as MOOT, NOTING that a minute order was issued yesterday that Mr. Mushkin believes addresses both issues, although he may renew the motion for protective order at a later date if it becomes a discovery issue.

6-5-20 CHAMBERS STATUS CHECK: SCHEDULING RULE 16 CONFERENCE

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

June 05, 2020

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

June 05, 2020 3:00 AM Status Check

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT ORDERED, matter SET for Rule 16 conference.

6-29-20 9:00 AM DEFENDANT'S MOTION TO DISMISS FIRST AMENDED
COMPLAINT AS TO DACIA, LLC...MANDATORY RULE 16 CONFERENCE

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 6-8-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

June 22, 2020

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
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June 22, 2020	9:00 AM	Motion for Order to Show Cause
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HEARD BY: Gonzalez, Elizabeth	COURTROOM: RJC Courtroom 03E
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COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT:	Barraza, Danielle J.	Attorney
	Bloom, Jay	Counter Defendant
	Mushkin, Michael R.	Attorney

JOURNAL ENTRIES

- Ms. Barraza and Mr. Bloom present in the courtroom. Mr. Mushkin appeared by telephone.

Following arguments by counsel, COURT ORDERED, because cause has been shown at the time the order to show cause was issued that payments had not been timely made in accordance with the security requirements of the TRO, the Court will SET an evidentiary hearing; as part of that, a process may be reached where payments are going to be timely made in accordance with the order as they come due; the Court is NOT MAKING A FINDING related to the taxes, because the taxes were not ordered under the contract; they were ordered paid as due which is with the County Assessor's Office. COURT ORDERED, matter SET for evidentiary hearing on June 29, 2020 at 9:30 am.

6-29-20 9:00 AM MANDATORY RULE 16 CONFERENCE...DEFENDANT'S MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC

6-29-20 9:30 AM EVIDENTIARY HEARING

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

June 29, 2020

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
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June 29, 2020 9:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT:	Barraza, Danielle J.	Attorney
	Gutierrez, Joseph A.	Attorney
	Mushkin, Michael R.	Attorney

JOURNAL ENTRIES

- DEFENDANT'S MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC...MANDATORY RULE 16 CONFERENCE (9:00 AM SESSION)...EVIDENTIARY HEARING (9:30 AM SESSION)

APPEARANCES CONTINUED: Alan Hallberg, Defendant's Client Representative, listened to the evidentiary hearing by telephone.

Everyone else appeared in person.

DEFENDANT'S MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC: Following arguments by counsel, COURT ORDERED, with respect to the first claim of relief in the motion to dismiss is DENIED. The declaratory relief claim as to the pursuit of the eviction and/or change in occupancy is a claim that can be claimed against Dacia. With respect to claims for relief 10, 11, and 12 are GRANTED to the extent that claims against the current owner for events that occurred prior to purchase cannot be pursued under NRS 116; however, to the extent that there are events that occurred during the ownership of Dacia, it is DENIED.

EVIDENTIARY HEARING: Opening statements. Jay Bloom, SWORN and TESTIFIED. Exhibits presented. (See worksheet.) Closing arguments. COURT ORDERED, CAUSE HAS BEEN SHOWN; here, whether the FedEx dropbox used by the Plaintiffs for sending the two May 11 checks in fact occurred or occurred in a different manner is one where the Court still has significant questions, but it is undisputed that the checks that were written on May 11 were not timely sent and were late; it was surprising to the Court that they were not negotiated until after the order to show cause was filed. For that reason, the COURT ORDERS that a NEW PROCEDURE be followed related to the checks: the checks will be sent by next-day delivery by the United States Postal Service with electronic tracking information included along with the contents of the envelope provided to the Defendants at the time future payments to the 1st and 2nd are made. The HOA payments were \$830 per month were timely made for May and June on June 4th, so the Court is not making any additional ruling, but the Court would encourage counsel to send an email reminding Mr. Mushkin when those payments were made. The Court is not requiring the Plaintiffs to bring amounts current but only to pay amounts when they become due. With respect to the taxes, the Court understands what the contract says, but that is not what the Court ordered; As the Clark County Treasurer assesses taxes to be paid on a quarterly basis, they are TO BE PAID; they may either be paid by credit card or by check; if paid by credit card, an email must be sent to Mr. Mushkin saying they were paid by credit card; if they were paid by check, it needs to be sent via next-day delivery of USPS with the contents of the envelope copied and the contents of the envelope provided to Mr. Mushkin. COURT FURTHER ORDERED, fees NOT AWARDED at this time; counsel to file an application as to how much in fees were incurred, so if there is an objection the Court can make a determination as to the amount. Upon Mr. Gutierrez's inquiry, COURT CLARIFIED that the Defendant is entitled to fees related to the late payment of the 1st and 2nd which will only be a portion of what he sought to do.

MANDATORY RULE 16 CONFERENCE: Court, addressing Mr. Mushkin, noted that objections to notices of default do not get calendared and counsel has not filed a motion. COURT ORDERED, initial disclosures pursuant to Rule 16.1 TO BE EXCHANGED in the next 10 days, and the answer to the counterclaim TO BE FILED in 1 week. Upon Court's inquiry, Mr. Mushkin confirmed they have answered the amended complaint. With regards to experts, Mr. Gutierrez advised they will have one on property valuation or real estate. Mr. Mushkin advised he will have a legal expert who will testify on merger and the one-action rule. Colloquy regarding discovery for a period of 90 days.

COURT ORDERED as follows:

Any further motions to amend pleadings or add parties TO BE FILED within 45 days;

Initial expert disclosures where a party bears the burden of proof DUE by October 9, 2020;

Rebuttal expert disclosures where a party does not bear the burden of proof DUE by November 13, 2020;

Discovery cut-off SET for December 18, 2020;

Dispositive motions and motions in limine TO BE FILED by January 22, 2021;

Matter SET for trial on the stack beginning on March 15, 2021. Jury DEMANDED. Trial Setting Order will ISSUE.

COURT FURTHER ORDERED, today is the parties joint case conference and the filing of the joint case conference report (JCCR) is WAIVED.

Parties to file any discovery motions sooner rather than later. Both sides declined the Court's offer of a settlement conference. Court directed the parties to notify the Department if they change their mind.

Both sides further advised that they do not need an ESI Protocol or Stipulated Protective Order and that they do not have any issues with the Rule on 10 depositions per side, not including custodians of records, the 7-hour limit per deposition, and no issues with the locations. Mr. Mushkin noted, however, that he may have an issue with the length of Mr. Bloom's deposition. Mr. Gutierrez objected to increasing the number of hours as the parties have already covered every contract in the preliminary injunction hearing. COURT ORDERED, the time for depositions will NOT BE INCREASED from 7 hours to 10 hours at this time; however, when it is time to take the deposition and counsel files a motion, counsel to PROVIDE more details than simply "the contracts were long" and "Mr. Bloom does not give short answers".

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

August 28, 2020

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
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August 28, 2020 3:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- DEFENDANTS/ COUNTERCLAIMANTS' MOTION FOR ORDER DETERMINING JAY BLOOM TO BE A VEXATIOUS LITIGANT...
...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S MOTION FOR DETERMINATION OF UNLAWFUL DETAINER...
...DEFENDANTS/ COUNTERCLAIMANTS' MOTION FOR SANCTIONS PURSUANT TO NRCP RULE 11...
...PLAINTIFFS' OPPOSITION TO DEFENDANTS CBC PARTNERS I, LLC AND 5148 SPANISH HEIGHTS, LLC'S ROGUE MOTION FOR SANCTIONS AND COUNTERMOTION FOR SANCTIONS

DEFENDANTS/ COUNTERCLAIMANTS' MOTION FOR ORDER DETERMINING JAY BLOOM TO BE A VEXATIOUS LITIGANT...
...DEFENDANTS/ COUNTERCLAIMANTS' MOTION FOR SANCTIONS PURSUANT TO NRCP RULE 11...
...PLAINTIFFS' OPPOSITION TO DEFENDANTS CBC PARTNERS I, LLC AND 5148 SPANISH HEIGHTS, LLC'S ROGUE MOTION FOR SANCTIONS AND COUNTERMOTION FOR SANCTIONS: The Court, having reviewed the MOTION FOR ORDER DETERMINING JAY BLOOM

TO BE A VEXATIOUS LITIGANT, MOTION FOR SANCTIONS PURSUANT TO NRCP RULE 11, COUNTERMOTION, and the related briefing and being fully informed, DENIES the motion and request for an evidentiary hearing. Mr. Bloom (regardless of what legal entity is actually involved) does not meet the requirements for being determined to be a vexatious litigant. Counsel for Plaintiff is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order.

5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S MOTION FOR DETERMINATION OF UNLAWFUL DETAINER: The Court, having reviewed 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S MOTION FOR DETERMINATION OF UNLAWFUL DETAINER and the related briefing and being fully informed, DENIES the motion WITHOUT PREJUDICE. The Court notes that issues needing further briefing and/or discovery include the transfer of the Antos interest, the transfer of the note, the doctrine of merger and the one action rule. Counsel to agree upon a discovery schedule related to these issues and submit a stipulation to the Court. If no agreement is reached, the Court will set a schedule. Matter SET for status check on a discovery plan regarding the unlawful detainer in three weeks. The request for a bond pending this discovery may be renewed after the discovery plan on these limited factual issues is adopted. Counsel for Movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order or judgment.

8-31-20 9:00 AM DEFENDANT MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC'S MOTION FOR PARTIAL SUMMARY JUDGMENT

9-18-20 CHAMBERS STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER

9-21-20 9:00 AM PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS

12-21-20 9:00 AM STATUS CHECK

2-18-21 9:15 AM PRE TRIAL CONFERENCE

3-9-21 9:30 AM CALENDAR CALL

A-20-813439-B

3-15-21 1:30 PM JURY TRIAL

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 9-8-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

August 31, 2020

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

August 31, 2020 9:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Carolyn Jackson

RECORDER: Jill Hawkins

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- DEFENDANT MOTION FOR APPOINTMENT OF RECEIVER . . . 5148 SPANISH HEIGHTS, LLC
AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT

Court noted at the request of the parties this matter would be rescheduled and ORDERED, matter
CONTINUED.

CONTINUED TO: 09/14/20 9:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

September 14, 2020

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

September 14, 2020 9:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT:	Barraza, Danielle J.	Attorney
	Gutierrez, Joseph A.	Attorney
	Mushkin, Michael R.	Attorney

JOURNAL ENTRIES

- DEFENDANTS' MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC
AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT

All parties appeared by telephone.

Upon Court's inquiry, Mr. Mushkin confirmed he represents the Antoses and that he can do depositions on two days' notice. Court noted it is concerned it cannot address some of the issues in the motion until the Antoses' depositions are taken; the Court would like the depositions taken expeditiously, but if Mr. Gutierrez and Ms. Barraza are not prepared to do so the Court will hear the motion. Mr. Gutierrez advised there is pending written discovery; perhaps they can set the depositions next Monday, but he can certainly do them expeditiously; he simply needs the written discovery done first. COURT ORDERED, hearing on the motions CONTINUED; an affidavit on what was said at the deposition or a rough transcript may be submitted. Mr. Gutierrez requested the hearing be continued in 3 weeks and advised he will submit an expedited draft of the transcript. With Mr. Mushkin's agreement, COURT ORDERED, hearing on the motions CONTINUED to October 5, 2020. At counsel's request, COURT FURTHER ORDERED, the motion for protective order and the

opposition and countermotion thereto ADVANCED to September 18, 2020 in chambers.

9-18-20 CHAMBERS STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL
DETAINER...

...PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING
DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I,
LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS...

...OPPOSITION AND COUNTERMOTION FOR PROTECTIVE ORDER

10-5-20 9:00 AM DEFENDANTS' MOTION FOR APPOINTMENT OF
RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL
SUMMARY JUDGMENT

12-21-20 9:00 AM STATUS CHECK

2-18-21 9:15 AM PRE TRIAL CONFERENCE

3-9-21 9:30 AM CALENDAR CALL

3-15-21 1:30 PM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

September 18, 2020

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

September 18, 2020 3:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth

COURTROOM: Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING
DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I,
LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS...
...OPPOSITION AND COUNTERMOTION FOR PROTECTIVE ORDER...
...STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER

PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING
DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I,
LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS...OPPOSITION AND COUNTERMOTION
FOR PROTECTIVE ORDER: The Court, having reviewed the motions for protective order,
countermotion, and the related briefing and being fully informed, DENIES both motions. With
respect to the motion, the subpoena to Bank of America seeks relevant information related to the cash
flow at issue in the payments made on the obligations. With respect to the countermotion, the
discovery request related to ownership and membership interest are also relevant to the transfer of
those obligations and ownership interest in the note; the request for in camera review is DENIED.
Respective moving counsel is directed to submit a proposed order approved by opposing counsel
consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in
this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in

PRINT DATE: 05/03/2021

Page 17 of 51

Minutes Date: April 28, 2020

briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order.

STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER: COURT NOTES plan submitted. Status check OFF CALENDAR.

10-5-20 9:00 AM DEFENDANT'S MOTION FOR APPOINTMENT OF
RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL
SUMMARY JUDGMENT

12-21-20 9:00 AM STATUS CHECK

2-18-21 9:15 AM PRE TRIAL CONFERENCE

3-9-21 9:30 AM CALENDAR CALL

3-15-21 1:30 PM JURY TRIAL

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 9-23-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

October 19, 2020

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
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October 19, 2020 9:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT:	Gutierrez, Joseph A. Attorney
	Mushkin, Michael R. Attorney

JOURNAL ENTRIES

- DEFENDANT MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC
AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT

Parties appeared by telephone.

Following arguments by counsel, COURT ORDERED, given the testimony of the Antoses, there appear to be genuine issues of material fact related to the parties and the execution of documents relied on by the Motion for Partial Summary Judgment; for that reason, the Court DENIES the motion for partial summary judgment and the motion for appointment of Receiver, because if there are issues with documents, there are issues with the appointment of a Receiver.

11-9-20 9:00 AM PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION

12-21-20 9:00 AM STATUS CHECK

2-18-21 9:15 AM PRE TRIAL CONFERENCE

PRINT DATE: 05/03/2021

Page 19 of 51

Minutes Date: April 28, 2020

3-9-21	9:30 AM	CALENDAR CALL
3-15-21	1:30 PM	JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

November 09, 2020

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
---------------	--

**November 09, 2020 9:00 AM Motion for Preliminary
Injunction**

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT:	Barraza, Danielle J.	Attorney
	Mushkin, Michael R.	Attorney

JOURNAL ENTRIES

- Parties appeared by telephone.

Following arguments by counsel, COURT ORDERED, motion DENIED as there is not an emergent issue that requires the Court's injunctive relief; there is not a notice of sale, and without a notice of sale there is no emergency that requires the Court's intervention. Court stated it will sign an OST if there is a notice of sale.

12-21-20	9:00 AM	STATUS CHECK
2-18-21	9:15 AM	PRE TRIAL CONFERENCE
3-9-21	9:30 AM	CALENDAR CALL
3-15-21	1:30 PM	JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

December 08, 2020

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

December 08, 2020 12:29 AM Minute Order

HEARD BY: Gonzalez, Elizabeth

COURTROOM: Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- At request of the Court, Defendants/Counterclaimants' Motion to Quash Subpoena to First Savings Bank and for Protective Order is CONTINUED from January 4 to January 11, 2021 at 9:00 am.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-9-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

December 14, 2020

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

December 14, 2020 4:03 PM Minute Order

HEARD BY: Gonzalez, Elizabeth

COURTROOM: Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- At request of the Court, parties to FILE a status report prior to the status check on Monday, December 21, 2020.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-14-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

December 18, 2020

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
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December 18, 2020	3:00 AM	Motion for Protective Order
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HEARD BY: Gonzalez, Elizabeth	COURTROOM: Chambers
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COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- The Court, having reviewed the motion for protective order and the related briefing and being fully informed, GRANTS the motion IN LIMITED PART. As not all file materials would be protected from production under the subpoena and attorney work product protection appears limited for activities conducted pre-litigation, non-protected material is to be provided in response to the subpoena after service. Any documents for which claim of protection or privilege is made will be alphanumerically identified and placed on a privilege log. For each document or written communication, the party withholding a document on the basis of attorney client privilege or the work product doctrine, shall specifically identify the author (and their capacity) of the document; the date on which the document was created; a brief summary of the subject matter of the document; if the document is a communication -- the recipient, sender and all others (and their respective capacities) provided with a copy of the document; other individuals with access to the document (and their respective capacities); the type of document; the purpose for creation of the document; and a detailed, specific explanation as to why the document is privileged or otherwise immune from discovery. Request for sanctions DENIED. Counsel for movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. This Decision sets forth the Court's intended disposition on the subject but

anticipates further order of the Court to make such disposition effective as an order.

12-21-20 9:00 AM STATUS CHECK

12-24-20 9:00 AM PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT'S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS...OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AND COUNTERMOTION FOR PROTECTIVE ORDER

1-11-21 9:00 AM PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME...RENEWED MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC OR IN THE ALTERNATIVE MOTION FOR SUMMARY JUDGMENT...DEFENDANTS/COUNTERCLAIMANTS MOTION TO QUASH SUBPOENA TO FIRST SAVINGS BANK AND FOR PROTECTIVE ORDER

2-18-21 9:15 AM PRE TRIAL CONFERENCE

3-9-21 9:30 AM CALENDAR CALL

3-15-21 1:30 PM JURY TRIAL

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-21-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

December 21, 2020

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
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December 21, 2020 9:00 AM Status Check

HEARD BY: Gonzalez, Elizabeth

COURTROOM: RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Court reviewed status report filed December 18, 2020. As the December 24, 2020 hearing will be on the pleadings only, any additional requests for relief by Plaintiff must be made by Order Shortening Time.

12-24-20 9:00 AM PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS...OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AND COUNTERMOTION FOR PROTECTIVE ORDER

1-11-21 9:00 AM PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME...
...RENEWED MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC OR IN THE ALTERNATIVE MOTION FOR SUMMARY JUDGMENT...
...DEFENDANTS/COUNTERCLAIMANTS MOTION TO QUASH SUBPOENA TO FIRST SAVINGS BANK AND FOR PROTECTIVE ORDER

A-20-813439-B

2-18-21	9:15 AM	PRE TRIAL CONFERENCE
3-9-21	9:30 AM	CALENDAR CALL
3-15-21	1:30 PM	JURY TRIAL

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-21-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

December 24, 2020

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s)
	vs.
	CBC Partners I LLC, Defendant(s)

December 24, 2020 9:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS...OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AND COUNTERMOTION FOR PROTECTIVE ORDER

The Court having reviewed the request for Order to Show Cause and the related briefing and being fully informed determines CAUSE has been SHOWN and DENIES the countermotion. The issue related to the beneficial owners of Dacia has already been addressed by the Court. Regardless of counsel's belief as to the relevance, the failure to respond appears to be a violation of the Court's prior order. Matter CONTINUED to January 4, 2021 for scheduling of contempt trial. Defendant may resolve the issue by properly responding to the discovery. Attorney's fees are warranted; movant to submit an affidavit in support of fees; an objection any be filed within 5 judicial days after service. Counsel for movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court s intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order.

COURT ORDERED, matter SET for status check on January 15, 2021 in chambers on attorney's fees.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-24-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

January 04, 2021

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
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January 04, 2021 10:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT:	Barraza, Danielle J.	Attorney
	Mushkin, Michael R.	Attorney

JOURNAL ENTRIES

- Parties appeared by telephone.

Following arguments by counsel, COURT ORDERED as follows:

PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME: Motion GRANTED on a limited basis that the July notice did not properly identify the current holder of the interest. Trial on the merits ADVANCED to the date of the date of Preliminary Injunction Hearing so all the factual issues raised can be put to bed. BOND LEFT at amounts currently paid by Mr. Bloom's company. Proposed findings of fact and conclusions of law due January 29, 2021 at noon. Parties estimated 3 to 4 days.

Mr. Mushkin advised discovery is closed and they have responded to everything except as to the issue of Dacia. Ms. Barraza advised they are expecting responses from subpoenas and will supplement disclosures.

PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA,

PRINT DATE: 05/03/2021

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Minutes Date: April 28, 2020

LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS: Motion GRANTED IN PART; information will be provided on an attorney's eyes only basis and can only be reviewed by Ms. Barraza and Mr. Mushkin -- no consultants, no staff members, no Mr. Bloom -- within 5 days of execution of a limited attorney's eyes only provision.

Mr. Mushkin advised that regarding the sale he will issue a new notice today.

Court suggested parties enter into a stipulation on those issue covered in the pleadings that will be tried on February 1st; if unable to, the Court will need competing versions within one week, or January 8th.

STATUS CHECK: SCHEDULING OF CONTEMPT TRIAL: COURT ORDERED, preliminary injunction hearing and trial SET for Monday, February 1st at 1 pm.

1-11-21 9:00 AM RENEWED MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC OR IN THE ALTERNATIVE MOTION FOR SUMMARY JUDGMENT...DEFENDANTS/COUNTERCLAIMANTS MOTION TO QUASH SUBPOENA TO FIRST SAVINGS BANK AND FOR PROTECTIVE ORDER

1-15-21 CHAMBERS STATUS CHECK: ATTORNEY'S FEES

2-1-21 1:00 PM PRELIMINARY INJUNCTION HEARING AND TRIAL

2-18-21 9:15 AM PRE TRIAL CONFERENCE

3-9-21 9:30 AM CALENDAR CALL

3-15-21 1:30 PM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

January 11, 2021

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
---------------	--

January 11, 2021 9:00 AM Motion to Quash

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Pursuant to Administrative Order 20-01, the Court decides this matter without the necessity of oral argument.

The Court, having reviewed the motion to quash/protective order and the related briefing and being fully informed, GRANTS the motion. The nature of the account records sought is one which contains information relating to multiple clients and by the nature of such transactions is confidential. Plaintiff has not made a showing that other sources of information do not exist from which they could obtain this information. Counsel for Defendant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 1-21-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

January 11, 2021

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s)
	vs.
	CBC Partners I LLC, Defendant(s)

January 11, 2021 9:00 AM Motion to Dismiss

HEARD BY: Gonzalez, Elizabeth

COURTROOM: RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Pursuant to Administrative Order 21-01 the Court decides this matter without the necessity of oral argument.

The Court, having reviewed the motion to dismiss and the related briefing and being fully informed, DENIES the motion. The Court declines to address the motion as a Motion for Summary Judgment. The Motion to Dismiss is DENIED as the claims are adequately plead. Counsel for Plaintiff is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-1-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

January 11, 2021

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

January 11, 2021 9:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth

COURTROOM: RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- See separate minute orders entered for the motion to dismiss and motion to quash both on January 11, 2021.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

January 15, 2021

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

January 15, 2021 3:00 AM Status Check

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT ORDERED, matter CONTINUED for 2 weeks.

...1-29-21 - CHAMBERS

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 1-21-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

January 29, 2021

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

January 29, 2021 3:00 AM Status Check

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT ORDERED, status check CONTINUED to Friday, February 19, 2021 in chambers.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-16-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

February 01, 2021

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
---------------	--

February 01, 2021 1:00 PM Hearing

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT:	Barraza, Danielle J.	Attorney
	Bloom, Jay	Counter Defendant
	Coppedge, Linvel J	Attorney
	Gutierrez, Joseph A.	Attorney
	Mushkin, Michael R.	Attorney

JOURNAL ENTRIES

- DAY 1

COURT NOTED that the parties have STIPULATED to a trial on the following legal issues surrounding the claims and counterclaims:

- 1) Contractual interpretation and/or validity of the underlying Secured Promissory Note between CBC Partners I, LLC and KCI Investments, LLC and all modifications thereto;
- 2) Interpretation and/or validity of the claimed third-position Deed of Trust and all modifications thereto, and determination as to whether any consideration was provided in exchange for the Deed of Trust;
- 3) Contractual interpretation and/or validity of the Forbearance Agreement, Amended Forbearance Agreement and all associated documents/contracts;
- 4) Whether the Doctrine of Merger applies to the claims at issue; and
- 5) Whether the One Action Rule applies to the claims at issue.

PRINT DATE: 05/03/2021

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Minutes Date: April 28, 2020

There being no objection, COURT ORDERED, Proposed Joint Exhibits 1 through 129, except 114, are ADMITTED; 132 through 145 are also ADMITTED.

Opening statements by Mr. Gutierrez and Mr. Mushkin.

Testimony and exhibits presented. (See worksheet.)

COURT ORDERED, hearing / trial CONTINUED.

2-2-21 10:00 AM PRELIMINARY INJUNCTION HEARING AND TRIAL

2-8-2 9:00 AM KENNETH ANTOS' AND SHEILA NEUMANN-ANTOS' MOTION FOR SUMMARY JUDGMENT

2-18-21 9:15 AM PRE TRIAL CONFERENCE

3-9-21 9:30 AM CALENDAR CALL

3-15-21 1:30 PM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

February 02, 2021

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
---------------	--

February 02, 2021 10:00 AM Hearing

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT:	Bloom, Jay Gutierrez, Joseph A. Mushkin, Michael R.	Counter Defendant Attorney Attorney
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JOURNAL ENTRIES

- DAY 2

Testimony and exhibits presented. (See worksheet.) Following arguments by Mr. Mushkin and Mr. Gutierrez regarding Mr. Mushkin's motion under 50(a), COURT ORDERED, while there is significant evidence to support the argument of Mr. Mushkin, it would force the Court to weigh the credibility and evidence at this time; the Court cannot do it under 50(a); the Court is DENYING the motion for counsel to finish the case first. LUNCH RECESS.

Testimony and exhibits continued.

COURT ORDERED, hearing / trial CONTINUED.

2-3-21 9:30 AM PRELIMINARY INJUNCTION HEARING AND TRIAL

2-8-2 9:00 AM KENNETH ANTOS' AND SHEILA NEUMANN-ANTOS' MOTION FOR

PRINT DATE: 05/03/2021

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Minutes Date: April 28, 2020

SUMMARY JUDGMENT

2-18-21 9:15 AM PRE TRIAL CONFERENCE

3-9-21 9:30 AM CALENDAR CALL

3-15-21 1:30 PM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

February 03, 2021

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

February 03, 2021 9:30 AM Hearing

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT:	Bloom, Jay	Counter Defendant
	Gutierrez, Joseph A.	Attorney
	Mushkin, Michael R.	Attorney

JOURNAL ENTRIES

- DAY 3

Mr. Gutierrez advised SHAC LLC filed for bankruptcy today under case no. 21-10501, and the attorney is James Greene from Greene Infuso. Upon review, COURT NOTED that with respect to Spanish Heights Acquisition Company the bankruptcy stay will apply. Mr. Gutierrez requested to stay today's proceeding because SJC is intertwined with SHAC. Mr. Mushkin noted that the Court is correct and the matter is stayed only as to SHAC; the stay of foreclosure he agrees relates to SHAC; there are legal issues related to SJC and the Court can make findings without affecting the bankruptcy. COURT ORDERED, because SHAC is a party to the forbearance agreement but apparently not a signatory as previously discussed it would appear it is appropriate to STAY the action at this time; the Court is STAYING the action because the limited stipulated issues that the Court is being asked to decide ask the Court to decide documents to which the entity who had filed bankruptcy is a party as well as the other parties; while the Court does not believe the entire case is stayed, and there may be other issues everyone can proceed on, the limited issues on the one action rule, the merger, the validity of the promissory notes which preexists SHAC's involvement in the

deed of trust which preexists SHAC's involvement and the 2017 forbearance agreement and amendments the Court believes, reluctantly, it is appropriate to stay the matter at this time; however, the Court does believe the bankruptcy sometimes trumps it. The matter is STAYED for 30 days while the parties try to figure out what claims are appropriate to remain and proceed. Mr. Mushkin advised he will immediately seek relief from bankruptcy court and get back with the Court; with Mr. Bloom he estimates 2 hours or a day's worth left of questioning. COURT NOTED the matter is STAYED ONLY for 30 days; new hearing date SET for March 15, 2021 at 9:00 am.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

February 17, 2021

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
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February 17, 2021 3:00 AM Status Check

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT notes that per Mr. Mushkin, the matter is stayed, and once the stay is lifted he will file his reply and counter motion for fees awarded at the contempt hearing. COURT ORDERED, the status check on attorney's fees that was continued to February 19 is now CONTINUED to March 15, 2021.

2-18-21 9:15 AM PRE TRIAL CONFERENCE

3-9-21 9:30 AM CALENDAR CALL

3-15-21 9:00 AM KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT

3-15-21 10:00 AM PRELIMINARY INJUNCTION HEARING AND TRIAL...STATUS CHECK: ATTORNEY'S FEES

3-15-21 1:30 PM JURY TRIAL

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-17-21

PRINT DATE: 05/03/2021

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Minutes Date: April 28, 2020

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

February 18, 2021

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
---------------	--

February 18, 2021 9:15 AM Pre Trial Conference

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT:	Gutierrez, Joseph A.	Attorney
	Mushkin, Michael R.	Attorney

JOURNAL ENTRIES

- Parties appeared by telephone.

Court inquired as to what Bankruptcy Court has told the parties. Mr. Mushkin advised that the matter is in front of the Bankruptcy Court judge on March 8 and requested that they be bumped here. Court stated it will not bump the trial date but will talk to the parties about scheduling.

3-9-21 9:30 AM CALENDAR CALL

3-15-21 9:00 AM KENNETH ANTOS' AND SHEILA NEUMANN-ANTOS' MOTION FOR SUMMARY JUDGMENT

3-15-21 10:00 AM PRELIMINARY INJUNCTION HEARING AND TRIAL..STATUS
CHECK: ATTORNEY'S FEES

3-15-21 1:30 PM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

March 09, 2021

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

March 09, 2021 3:00 AM Minute Order

HEARD BY: Gonzalez, Elizabeth

COURTROOM: Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- COURT ORDERED, March 15, 2021 Jury Trial setting VACATED and status check SET on March 26, 2021 in chambers regarding resetting that trial.

3-15-21 9:00 AM KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT

3-15-21 10:30 AM PRELIMINARY INJUNCTION HEARING AND TRIAL...STATUS CHECK:
ATTORNEY'S FEES

3-26-21 CHAMBERS STATUS CHECK: RESET JURY TRIAL

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-9-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

March 09, 2021

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s)
	vs.
	CBC Partners I LLC, Defendant(s)

March 09, 2021 9:30 AM Calendar Call

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT:	Barraza, Danielle J.	Attorney
	Mushkin, Michael R.	Attorney

JOURNAL ENTRIES

- Parties appeared by telephone.

Mr. Mushkin advised the matter is being heard at 9:30 am in bankruptcy court and they should have a ruling this morning; his expectation is that they can go forward on the 15th at the very least on the issues not related to bankruptcy. COURT ORDERED, the STAY on SJC Ventures Holdings Company LLC and Mr. Bloom is LIFTED. The Court will wait on Spanish Heights Acquisition Company LLC and complete the bench trial that it is in progress, beginning on March 15, 2021 at 10:30 am.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

March 15, 2021

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
---------------	--

March 15, 2021 3:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

PARTIES

PRESENT:	Bloom, Jay Gutierrez, Joseph A. Mushkin, Michael R.	Counter Defendant Attorney Attorney
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JOURNAL ENTRIES

- DAY 4 OF PRELIMINARY INJUNCTION HEARING AND TRIAL:

Testimony and exhibits presented. (See worksheet.) At the hour of 2:07 pm, BOTH SIDES RESTED.
RECESS.

Closing arguments. COURT ORDERED, matter will STAND SUBMITTED. Status Check on Decision SET for March 19, 2021 in chambers. Parties to notify the Judicial Executive Assistant if they get something from Bankruptcy Court.

STATUS CHECK: ATTORNEY'S FEES: COURT ORDERED, matter CONTINUED also to March 19 in chambers.

3-19-21 CHAMBERS STATUS CHECK: COURT'S DECISION ON PRELIMINARY
INJUNCTION HEARING & BENCH TRIAL...STATUS CHECK: ATTORNEY'S FEES

3-26-21 CHAMBERS STATUS CHECK: RESET JURY TRIAL

PRINT DATE: 05/03/2021

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Minutes Date: April 28, 2020

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

March 15, 2021

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
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March 15, 2021	9:00 AM	Motion for Summary Judgment
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HEARD BY: Gonzalez, Elizabeth

COURTROOM: RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT ORDERED, matter CONTINUED to the chambers calendar for Friday, March 19, 2021.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-15-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

March 25, 2021

A-20-813439-B Spanish Heights Acquisition Company LLC, Plaintiff(s)
vs.
CBC Partners I LLC, Defendant(s)

March 25, 2021 3:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- STATUS CHECK: RESET JURY TRIAL...
...STATUS CHECK: COURT'S DECISION ON PRELIMINARY INJUNCTION HEARING & BENCH TRIAL...
...STATUS CHECK: ATTORNEY'S FEES...
...KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT:

COURT ORDERED, matters CONTINUED for one week.

...4-2-21 - CHAMBERS

CLERK'S NOTE: These matters were previously on the March 26, 2021 chambers calendar. A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-25-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

April 02, 2021

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
---------------	--

April 02, 2021 3:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** Chambers

COURT CLERK: Carina Bracamontez-Munguia

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- STATUS CHECK: ATTORNEY'S FEES KENNETH ANTO'S AND SHEILA NEUMANN-ANTO'S
MOTION FOR SUMMARY JUDGMENT STATUS CHECK: COURT'S DECISION ON
PRELIMINARY INJUNCTION HEARING & BENCH TRIAL STATUS CHECK: RESET JURY TRIAL

COURT ORDERED, matters CONTINUED for one week.

04/09/2021 CHAMBERS

CLERK S NOTE: A copy of this minute order was distributed via e-mail to all parties. // cbm
04/02/2021

EXHIBIT(S) LIST

Case No.: **A-20-813439-B**

Hearing Date: MAY 14, 2020

Dept. No.: **XI**

Judge: **HON. ELIZABETH GONZALEZ**

Court Clerk: DULCE ROMEA

Plaintiff: **SPANISH HEIGHTS ACQUISITION
COMPANY LLC**

Recorder: JILL HAWKINS

Counsel for Plaintiff: DANIELLE BARRAZA, ESQ.
JOSEPH GUTIERREZ, ESQ.

Defendant: CBC PARTNERS I LLC

Counsel for Defendant: MICHAEL MUSHKIN, Esq.

EVIDENTIARY HEARING

DEMONSTRATIVE EXHIBITS

[illegible]

EXHIBIT(S) LIST

Case No.: **A-20-813439-B**

Hearing Date: **June 29, 2020**

Dept. No.: **11**

Judge: **Honorable Elizabeth Gonzalez**

Court Clerk: **DULCE ROMERA**

Plaintiff: **Spanish Heights Acquisition Company, LLC, et al.**

Recorder: **JILL HAWKINS**

Counsel for Plaintiff: **Joseph A. Gutierrez, Esq.,
Danielle J. Barraza, Esq.**

vs.

Defendant: **CBC Partners I, LLC, et al.**

Counsel for Defendant: **Michael Mushkin, Esq.**

PLAINTIFFS' PROPOSED EXHIBITS FOR EVIDENTIARY HEARING

EXHIBITS

Exhibit Number	Bates No.(s)	Exhibit Description	Date Offered	Objection	Date Admitted
1	1-001 – 1-006	Checks to City National Bank and Fed-Ex Info	6-29-20	NO	6-29-20 <i>AB</i>
2	2-001 – 2-008	Checks to Northern Trust and Fed-Ex Info			<i>AB</i>
3	3-001 – 3-002	Correspondence from Northern Trust Bank on June 18, 2020 Acknowledging Receipt of Checks			<i>AB</i>
4	4-001	SHAC Bank account records showing the deposit of May and June 2020 Checks to City National and Northern Trust			<i>AB</i>
5	5-001 – 5-002	Proof of Payment to HOA, ledger and payment screenshot			<i>AB</i>
6	6-001	Real Property Taxes Document from Office of the Clark County Treasurer			<i>AB</i>
7	7-001	SHAC Banking Info Regarding the "Returned Check"			<i>AB</i>
8	8-001 – 8-008	Letter from Defendants' Counsel Dated June 11, 2020	6-29-20	NO	6-29-20 <i>AB</i>
9	9-001 – 9-003	Correspondence from Spanish Heights Acquisition Company to City National Bank	6-29-20	OBJ	6-29-20 <i>AB</i>
10	10-001 – 10-024	Additional Banking Transaction Details Regarding Payments on the First and Second Mortgage	6-29-20	OBJ	6-29-20 <i>AB</i>

EXHIBIT(S) LIST

Case No.: **A-20-813439-B**

Hearing Date: **June 29, 2020**

Dept. No.: **11**

Judge: **Honorable Elizabeth Gonzalez**

Plaintiff: **Spanish Heights Acquisition Company, LLC, et al.**

Court Clerk: **DULCE ROMERA**

Recorder: **JILL HARRIS**

Counsel for Plaintiff: **Joseph A. Gutierrez, Esq.,
Danielle J. Barraza, Esq.**

vs.

Defendant: **CBC Partners I, LLC, et al.**

Counsel for Defendant: **Michael Mushkin, Esq.**

DEFENDANT/COUNTERCLAIMANTS' PROPOSED EXHIBITS FOR EVIDENTIARY HEARING

Exhibit	Exhibit Description	Date Offered	Obj.	Date Admitted	
A	City Nation Bank Loan Statement of June 15, 2020	6-29-20	NO	6-29-20	BS
B	Northern Trust Loan Statement as of May 15, 2020				BS
C	Fed Ex Tracking No 770437640975 Information of June 22, 2020				BS
D	Fed Ex Tracking No 770684974402 Information of June 22, 2020				BS
E	Fed Ex Tracking Nos 77043103690, 770684974402, and 770437640975 - Information of June 26, 2020				BS
F	Printout from Clark County Treasures office as of June 26, 2020				BS
G	Fed Ex Shipping Label 770719428761, Check to City National and Tracking showing delivery June 17, 2020				BS
H	Fed Ex Shipping Label 7707195185351, Check to City National and Tracking showing delivery June 17, 2020	6-29-20	NO	6-29-20	BS

EXHIBIT(S) LIST

Case No.: **A-20-813439-B**

Hearing Date: February 1, 2021

Dept. No.: **11**

Judge: Honorable Elizabeth Gonzalez

Court Clerk: *DULCE ROMERA*

Plaintiff: **Spanish Heights Acquisition Company, LLC, et al.**

Recorder: *JILL HAWKINS*

Counsel for Plaintiff: Joseph A. Gutierrez, Esq.,
Danielle J. Barraza, Esq.

vs.

Defendant: **CBC Partners I, LLC**

Counsel for Defendant: Michael Mushkin, Esq.

JOE COPPEDGE, ESQ.

TRIAL/HEARING BEFORE THE COURT

*NOTE: EXHIBITS NOT OFFERED OR ADMITTED
WERE NOT PRINTED FROM COUNSEL'S
ELECTRONIC SUBMISSION. JAK*

EXHIBITS

Exhibit Number	Bates No.(s)	Exhibit Description	Stipulated	Date Offered	Objection	Date Admitted	
1.	5148SH 000001-25	Forbearance Agreement	Yes	2-1-21	NO	2-1-21	AK
2.	5148SH 000026	Statement and Resignation of a Listed Member – CBC Partners	Yes				AK
3.	5148SH 000027	Statement and Resignation of a Listed Member – SJC Ventures Holdings	Yes				AK
4.	5148SH 000028-33	Articles of Organization for SHAC	Yes				AK
5.	5148SH 000526-561	Limited Liability Company Agreement of SHAC, LLC (executed)	Yes				AK
6.	5148SH 000077-78	Deed of Sale	Yes				AK
7.	5148SH 000079-88	Ex. B to Forbearance Agreement	Yes				AK
8.	5148SH 000089-97	Ex. B4 to Forbearance Agreement – Membership Pledge Agreement	Yes		1		AK
9.	5148SH 000098-100	Ex. B6 to Forbearance Agreement – Assignment of Rents	Yes				AK
10.	5148SH 000101-107	Ex. B8 to Forbearance Agreement – Security Agreement	Yes				AK
11.	5148SH 000108-112	Ex. B8a to Forbearance Agreement – Payment Direction Letter	Yes				AK
12.	5148SH 000113-115	Ex. B9 to Forbearance Agreement – Guaranty Agreement – Kenneth Antos	Yes				AK
13.	5148SH 000116-118	Ex. B10 to Forbearance Agreement – Guaranty Agreement Sheila Antos	Yes	2-1-21	NO	2-1-21	AK

EXHIBIT(S) LIST

14.	5148SH 000119-121	Ex. B11 to Forbearance Agreement – Guaranty Agreement Antos Trusts	Yes	2-1-21	NO	2-1-21	by
15.	5148SH 000122-153	Lease Agreement with Exhibits	Yes				by
16.	5148SH 000154-163	Amendment to Forbearance Agreement and Related Agreements	Yes				by
17.	5148SH 000164-167	Recorded Grant, Bargain, Sale Deed 4/16/2007	Yes				by
18.	5148SH 000223-240	Secured Promissory Note Dated 6/22/2012	Yes				by
19.	5148SH 000241-251	Guaranty 6/22/2012	Yes				by
20.	5148SH 000252-258	Security Agreement 6/22/2012	Yes				by
21.	5148SH 000259-262	First Modification to Secured Promissory Note	Yes				by
22.	5148SH 000263-277	Joint Resolutions of Manager and all Members of KCI Investments	Yes				by
23.	5148SH 000278-281	Second Modification to Secured Promissory Note	Yes				by
24.	5148SH 000282-284	Third Modification to Secured Promissory Note	Yes				by
25.	5148SH 000285-290	Security Agreement with Respect to Economic Interest in Settlement Agreement 11/19/2013	Yes				by
26.	5148SH 000291-298	Fourth Modification to Secured Promissory Note 11/19/2013	Yes				by
27.	5148SH 000299-303	Fifth Modification To Secured Promissory Note 1/19/2014	Yes				by
28.	5148SH 000304-308	KCI Investments Member Resolution 3/12/2014	Yes				by
29.	5148SH 000309-314	Sixth Modification to Secured Promissory Note	Yes				by
30.	5148SH 000315-316	KCI Manager Resolution 5/27/2014	Yes				by
31.	5148SH 000317-319	Consent of Resolutions of Co- Managers of KCI Investments 5/29/2017	Yes				by
32.	5148SH 000320	Certificate of Incumbency 10/31/2014	Yes				by
33.	5148SH 000321-332	Seventh Modification to Secured Promissory Note	Yes				by
34.	5148SH 000334-336	Antos Certificate of Trust Existence and Authority	Yes				by
35.	5148SH 000337	Name Affidavit 12/17/2014	Yes				by
36.	5148SH 000338-351	Security Agreement 12/17/2014	Yes				by
37.	5148SH 000352	Board of Directors Meeting Minutes Dixie Foods International 12/18/2014	Yes	2-1-21	NO	2-1-21	by

EXHIBIT(S) LIST

38.	5148SH 000353-358	Resolution of the Board of Directors PRB fka DFI 12/18/2014	Yes	2-1-21	NO	2-1-21	AS
39.	5148SH 000359-381	Recorded Deed of Trust 12/29/2014	Yes				AS
40.	5148SH 000382-392	Title Insurance Policy	Yes				AS
41.	5148SH 000393-398	Eighth Modification to Secured Promissory Note	Yes				AS
42.	5148SH 000399-412	Security Agreement 1/23/2015	Yes				AS
43.	5148SH 000413-423	Pledge Agreement 1/23/2015	Yes				AS
44.	5148SH 000425-433	Ninth Modification to Secured Promissory Note	Yes				AS
45.	5148SH 000434-440	Recorded Correction to Deed of Trust 7/22/2015	Yes				AS
46.	5148SH 000441-449	Recorded Judgments (x3)	Yes				AS
47.	5148SH 000460-485	Debt Purchase Agreement (CBC & Southridge Partners) 12/2/2016	Yes				AS
48.	5148SH 000450-458	Assigned Debt Replacement Note 12/2/2016	Yes				AS
49.	5148SH 000459	Assignment of Debt Replacement Note 12/2/2016	Yes				AS
50.	5148SH 000486-509	Forbearance Agreement 12/2/2016	Yes				AS
51.	5148SH 000510-517	Tenth Modification to Secured Promissory Note	Yes				AS
52.	5148SH 000518-523	Recorded First Modification to Deed of Trust	Yes				AS
53.	5148SH 000565-566	Notice of Delinquent Assessment Lien 11/7/2018	Yes				AS
54.	5148SH 000567	Recorded Notice of Claim of Lien for Solid Waste Service 11/29/2018	Yes				AS
55.	5148SH 000568-571	Recorded Notice of Default and Election to Sell	Yes				AS
56.	5148SH 000572-576	Recorded Affidavit of Mailing Notice of Default	Yes				AS
57.	5148SH 000577-578	Treasurer's Deed of Reconveyance 2/14/2019	Yes				AS
58.	5148SH 000579	Recorded Notice of Claim of Lien for Solid Waste Service 5/28/2019	Yes				AS
59.	5148SH 000580-581	Recorded Notice of Rescission of Notice of Default 6/5/2019	Yes				AS
60.	5148SH 000582	Recorded Relinquishment and Satisfaction of Notice of Delinquent Assessments	Yes				AS
61.	5148SH 000583	Recorded Notice of Lien for Solid Waste Service 11/26/2019	Yes				AS
62.	5148SH 000584-617	Alternative Dispute Resolution Claim Form SHAC	Yes				AS
63.	5148SH 000628	Letter to Spanish Hills Regarding ADR	Yes	2-1-21	NO	2-1-21	AS

EXHIBIT(S) LIST

64.	5148SH 000631-710	Homeowners Insurance Policy Documents	Yes	2-1-21	NO	2-1-21	15
65.	5148SH 000711-712	Recorded Notice of Delinquent Fines and Special Assessment Lien	Yes				15
66.	5148SH 000713-714	Notice of Default Dated 3/16/2020	Yes				15
67.	5148SH 000715	State of Nevada Real Estate Division Moratorium Request Dated 3/18/2020	Yes				15
68.	5148SH 000716-720	Email Correspondence regarding response to Notice of Default	Yes				15
69.	5148SH 000721-733	Letter Regarding No Default dated 3/23/2020	Yes				15
70.	5148SH 000734-872	Property Inspection Report Obtained by CBC Partners I, LLC	Yes				15
71.	5148SH 000875-877	Notice of Default and Demand for Payment Dated 4/1/2020	Yes				15
72.	5148SH 000878-000880	Amended Notice of Default and Demand for Payment	Yes				15
73.	5148SH 000881-886	Email Correspondence Regarding Notice of Default	Yes				15
74.	5148SH 000887-889	Notice to Exercise Rights Under Pledge Agreement	Yes				15
75.	5148SH 000890	Payment to Northern Trust from MRM IOLTA 4/1/2020	Yes				15
76.	5148SH 000891-892	SJC Ventures Rent to SHAC for 4/1/2020-12/31/2020	Yes				15
77.	5148SH 000893-901	Note Purchase and Sale Agreement	Yes				15
78.	5148SH 000902	Notice to Vacate dated 4/3/2020	Yes				15
79.	5148SH 000903-905	Letter from Plaintiffs' Counsel Dated 4/6/2020	Yes				15
80.	5148SH 000906-907	Letter from CBC Partners I, LLC's Counsel Dated 4/6/2020	Yes				15
81.	5148SH 000908	Assignment of Company and Membership Interest of SHAC by Antos Trust	Yes				15
82.	5148SH 000909-913	Correspondence from City National Bank regarding Notice of Default 4/6/2020	Yes				15
83.	5148SH 000914-915	Letter from Plaintiffs' Counsel regarding Notice of Default and Pledge Agreement Dated 4/6/2020	Yes				15
84.	5148SH 000916	Wire Transfer from MRM IOLTA to CBC Partners I	Yes				15
85.	5148SH 000917	Letter to SHAC Requesting Corporate Documents 4/7/2020	Yes				15
86.	5148SH 000918	Letter from CBC Partners I, LLC's Counsel Dated Regarding Notice of Default 4/7/2020	Yes	2-1-21	NO	2-1-21	15

EXHIBIT(S) LIST

87.	5148SH 000919-929	Letter from CBC Partners I, LLC's Counsel to Governor Sisolak Dated 4/7/2020	Yes	2-1-21	NO	2-1-21	12
88.	5148SH 000930-938	Letter from Office of Attorney General Dated 4/8/2020	Yes				12
89.	5148SH 000939-941	Letter to Deputy Attorney General Dated 4/8/2020	Yes				12
90.	5148SH 000942	Letter to SJC Ventures Holdings regarding Request for Special Meeting of SHAC 4/9/2020	Yes				12
91.	5148SH 000943	Payment to City National Bank from MRM IOLTA	Yes				12
92.	5148SH 000944-955	Letters Regarding Scheduling Special Meeting and Recission of Notice of Default	Yes				12
93.	5148SH 000956-983	Transcript of the Special Meeting of the Members of SHAC	Yes				12
94.	5148SH 000991-1035	Correspondence from NV Attorney General's Office Closing Matter Dated 4/20/2020	Yes				12
95.	5148SH 001036-1039	Northern Trust Email Re: Jan, Feb, March, and April 2020 Past Due Bills	Yes				12
96.	5148SH 001040-1043	SHAC Payments to Northern Trust	Yes				12
97.	5148SH 001044-1047	SHAC Payments to City National Bank	Yes				12
98.	5148SH 1048-1052	Infinity Air Invoices	Yes				12
99.	5148SH 001053	HOA Payment 3/17/2020	Yes				12
100.	5148SH 001054-1055	Assignment of Interest in Deed of Trust	Yes				12
101.	5148SH 001056-1057	Recorded Notice of Breach and Election to Sell Under Deed of Trust	Yes				12
102.	5148SH 001058-1120	Bank Records for SHAC	Yes				12
103.	5148SH 001121-1218	Bank Records for SJC Ventures Holding Company	Yes				12
104.	5148SH 001220-3724	Hallberg emails with Bloom and attachments	Yes				12
105.	5148SH 003725-3767	Hallberg emails with City National Bank and attachments	Yes				12
106.	5148SH 003768-3982	Hallberg emails with Northern Trust and attachments	Yes				12
107.	5148SH 003983	Recorded Notice of Claim of Lien for Solid Waste Service 9/10/2020	Yes				12
108.	5148SH 003984-3987	Affidavit of Mailing Letters of Notice of Foreclosure Notice of Breach and Election to Sell	Yes				12
109.	5148SH 003988-3989	Affidavit of Posting Notice of Default	Yes	2-1-21	NO	2-1-21	12

EXHIBIT(S) LIST

		Interrogatories			
135.		SHAC's Responses to Counterclaimants' First Set of Request for Production			
136.		SJCV's Responses to Counterclaimants' First Set of Interrogatories			
137.		SJCV's Responses to Counterclaimants' First Set of Request for Production			
138.	PLTFS00984-985	Front and back of check to Northern Trust dated 1/6/21			
139.	PLTFS00986-987	Front and back of check to City National Bank dated 1/3/21			
140.		Transcript of Proceedings for May 14, 2020			
141.	PLTFS00951-778	Recorded Documents for APN No. 163-615-007 from 4/16/07 - 5/28/20			
142.	PLTFS00930-944	Security Agreement dated 6/22/2012 by KCI in favor of CBCI			
143.	5148SH 001036-1039	Email from Northern Trust dated 4/20/2020			
144.		Notice of Default and Demand for Payment dated July 2, 2020			
145.		Notice of Default and Demand for Payment dated 1/4/2021			
146.	PLTFS00988-PLTFS00991	Letter from SJC Ventures LLC and Spanish Heights Acquisition Company, LLC to defendants dated 3/1/21	OFFERED 3-15-21	OBJ OBJ	ADMITTED 3-15-21
147.	PLTFS00992	Letter from Michael Mushkin, Esq. to Spanish Heights Acquisition Company, LLC dated 3/10/21			
148.	PLTFS00993-PLTFS00994	Letter from SJC Ventures LLC and Spanish Heights Acquisition Company, LLC to defendants dated 3/11/21	3-15-21	OBJ	3-15-21
149.	PLTFS00995-PLTFS00999	Invoices #1766 and #1767 from Home Innovations dated 10/5/19	3-15-21	OBJ	



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

JOSEPH A. GUTIERREZ, ESQ.
8816 SPANISH RIDGE AVE.
LAS VEGAS, NV 89148

DATE: May 3, 2021
CASE: A-20-813439-B

RE CASE: SPANISH HEIGHTS ACQUISITION COMPANY, LLC; SJC VENTURES HOLDINGS COMPANY, LLC DBA SJC VENTURES, LLC vs. CBC PARTNERS I, LLC; CBC PARTNERS, LLC; 5148 SPANISH HEIGHTS, LLC; KENNETH ANTOES AND SHEILA NEUMANN-ANTOS; DACIA, LLC

NOTICE OF APPEAL FILED: April 29, 2021

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

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

- ☒ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
 - *Previously paid Bonds are not transferable between appeals without an order of the District Court.*
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

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

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

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

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

Certification of Copy

State of Nevada }
County of Clark } SS:

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

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

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC; SJC VENTURES
HOLDINGS COMPANY, LLC DBA SJC
VENTURES, LLC ,

Plaintiff(s),

vs.

CBC PARTNERS I, LLC; CBC PARTNERS,
LLC; 5148 SPANISH HEIGHTS, LLC;
KENNETH ANTOES AND SHEILA
NEUMANN-ANTOS; DACIA, LLC,

Defendant(s),

Case No: A-20-813439-B

Dept No: XI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 3 day of May 2021.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk