

IN THE SUPREME COURT OF THE STATE OF NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC; SJC VENTURES
HOLDING COMPANY, LLC, d/b/a SJC
VENTURES, LLC,

Petitioners,

v.

CBC PARTNERS I, LLC; CBC
PARTNERS, LLC; 5148 SPANISH
HEIGHTS, LLC; KENNETH ANTOS
AND SHEILA NEUMANN-ANTOS;
DACIA, LLC,

Respondents.

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Supreme Court No. 82868
District Court Case No. A-20-813439-B

MOTION TO EXTEND TIME TO FILE ANSWERING BRIEF

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MOTION TO EXTEND TIME TO FILE ANSWERING BRIEF

Respondents, pursuant to NRAP 31(b)(3), by and through their attorneys of record, the law firm Mushkin & Coppedge, hereby requests an extension to file their Answering Brief. This is the first written requests by Respondents although a joint request to stay the case was submitted by the Parties and granted on December 16, 2021. The Answering Brief is currently due on April 11, 2022. No written extensions have been denied or denied in part. This motion is made pursuant to NRAP 27 and based on the following Points and Authorities.

MEMORANDUM OF POINTS AND AUTHORITIES

At issue in this appeal are certain Findings of Fact and Conclusions of Law (“FFCL”) entered by the district court regarding the foreclosure of real property secured by a Promissory Note, Deed of Trust, and Forbearance Agreements.¹ Appellants filed their Notice of Appeal on April 29, 2021, appealing the FFCL entered by the district court on April 6, 2021. The case was transferred to the Settlement Program; however, the parties were initially unable to reach a settlement. As such, the briefing was reinstated by order filed on July 29, 2021. During this time, the district court case moved forward to resolve the remaining issues not addressed in the April 6, 2021 FFCL. Appellants filed their Opening Brief on November 10, 2021. Then, on November 15, 2021, the Parties entered into a Settlement on all claims (the “Settlement”), the material terms of which were placed on the record. Specifically, the parties agreed in part:

¹ A detailed recitation of the facts and case history are provided in Respondents’ Motion to Dismiss Appeal filed concurrently herewith.

THE COURT: Okay. Thank you. Go ahead, Counsel for plaintiff. Are you ready as well?

MR. GUTIERREZ: Yeah, we're ready. We came to an agreement with counsel. Thank you.

THE COURT: Thank you so very much. Okay. So, Mr. Mushkin, what do you wish to place on the record?

MR. MUSHKIN: Your Honor, yes. I want to place our basic deal points on the record. This will be followed by a formal settlement document and order -- an order for this Court as well as an order for the bankruptcy court. I'm not going to recite the parties again, but this does cover all parties for this matter. The parties have agreed to allow the use of an appraisal that was commissioned by my office. The appraiser was Kendall Britton (phonetic). That appraisal can be used in the bankruptcy case. The 5148 parties will consent to run 1111(b)(1) treatment of their claim under the plan. SJC Ventures agrees to make payments to the 5148 parties, the first of which on the claim is due January 5th.

THE COURT: What year, please? What year, please? Counsel, January 5th. What year, please?

MR. MUSHKIN: I'm sorry. 2022.

THE COURT: Thank you so very much. Go ahead, please.

MR. MUSHKIN: The failure of SJC Ventures to pay that payment on or before January 5th, 2022, will trigger the resumption of foreclosure on the subject property. The failure of SJC Ventures to pay the January 5th, 2022, payment will allow 5148 and related parties to litigate the balance of their claims in either District Court or in binding arbitration.

Your Honor, I believe that represents the entire basic terms. And, Mr. Gutierrez, if I misread anything, please advise the Court. If not, I think we're done, Judge.

THE COURT: Counsel for plaintiff, Mr. Gutierrez, on behalf of plaintiff and counterdefendant and all your client roles, are those terms; correct? Is there anything that needs to be added, and is there any clarification? What is your position? And then are you going to have your client confirm them as well? Go ahead, please, sir.

MR. GUTIERREZ: Thank you, Your Honor. This is Joseph Gutierrez for the record. Yes, Your Honor, Mr. Mushkin has summarized the terms of the 14 points that we agreed upon in our deal point and our e-mail correspondence today. Mr. Bloom is also on the call. He can state if he's read them and he can confirm their accuracy (indiscernible).

MR. BLOOM: Yes. This is Jay Bloom on behalf of the plaintiffs, counterdefendants and third-party defendants. Yes, I believe that the terms as described (video interference) this matter in full.

THE COURT: Okay. And do you knowingly and voluntarily agree to them? That's what I heard your counsel say he was asking you to confirm.

MR. BLOOM: Yes.

THE COURT: Okay. Okay. Thank you so much.

The Settlement renders this Appeal moot. As a result, concurrently with the motion, Respondents have filed a Motion to Dismiss Appeal. Based on the arguments and undisputed facts contained in the Motion to Dismiss Appeal, there is no longer a controversy to be adjudicated regarding the April 6, 2021 FFCL. Accordingly, Respondents submit that dismissal of this appeal is proper. However, should this Court not dismiss this appeal, Respondents respectfully request an extension of thirty (30) days after this Court rules on the Motion to Dismiss Appeal to submit Respondents' Answering Brief, if necessary.

Conclusion

Based on the foregoing and the statements of fact and argument contained in Respondents' Motion to Dismiss Appeal, Respondents respectfully request that this Court extend the time for Respondents to file their answering brief, if necessary, to thirty (30) days after this Court rules on the Motion to Dismiss Appeal.

Respectfully submitted this 11th day of April, 2022.

MUSHKIN & COPPEDGE

/s/Michael R. Mushin

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CERTIFICATE OF SERVICE

Pursuant to NRAP 25(d), I certify that on this 11th day of April 2022, I served a true and correct copy of the foregoing **Motion to Extend Time to File Answering Brief** as follows:

- ☐ by placing same to be deposited for mailing in the United States Mail, in a sealed envelope upon which first class postage was prepaid in Las Vegas, Nevada;
- ☒ via electronic means by operation of the Court's electronic filing system, upon each party in this case who is registered as an electronic case filing user with the Clerk;
- ☐ via hand-delivery to the addressee listed below;
- ☐ via facsimile;
- ☐ by transmitting via email to the email address set forth below.

/s/Karen L. Foley
An Employee of
Mushkin & Coppedge