

Electronically Filed
Aug 23 2021 08:38 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

1 **NOAS**
2 **ROGER P. CROTEAU, ESQ.**
3 Nevada Bar No. 4958
4 **CHRISTOPHER L. BENNER, ESQ.**
5 Nevada Bar No. 8963
6 **ROGER P. CROTEAU & ASSOCIATES, LTD**
7 2810 W. Charleston Blvd., Ste. 75
8 Las Vegas, Nevada 89102
9 (702) 254-7775 (telephone)
10 (702) 228-7719 (facsimile)
11 croteaulaw@croteaulaw.com
12 chris@croteaulaw.com
13 *Attorneys for Plaintiff*

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

13 **DAISY TRUST, a Nevada trust,**
14 **Plaintiff,**

15 vs.

16 **EL CAPITAN RANCH LANDSCAPE**
17 **MAINTENANCE ASSOCIATION, a**
18 **domestic Nevada non-profit corporation,**

19 **Defendants**

Case No: A-19-789674-C
Dept. No: 14

20 **NOTICE OF APPEAL**

21 //

22 //

23 //

24 //

25 //

26 //

1 NOTICE IS HEREBY GIVEN that Plaintiff DAISY TRUST, by and through its attorneys,
2 Roger P. Croteau & Associates, Ltd., hereby appeals to the Supreme Court of Nevada the Findings
3 of Fact and Conclusions of Law and Order Granting El Capitan Ranch Landscape Maintenance
4 Associations' Motion for Summary Judgment, and all rulings and interlocutory orders giving rise to
5 or made appealable by the final judgment.
6

7 Dated August 18, 2021.

8 ROGER P. CROTEAU & ASSOCIATES, LTD.

9 /s/ Christopher L. Benner

10 Roger P. Croteau, Esq.

11 Nevada Bar No. 4958

12 Christopher L. Benner, Esq.

13 Nevada Bar No. 8963

14 2810 W. Charleston Blvd., Suite 75

15 Las Vegas, Nevada 89102

16 *Plaintiff Daisy Trust*
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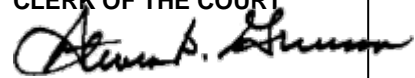
ROGER P. CROTEAU & ASSOCIATES, LTD.
• 2810 West Charleston Blvd, Suite 75 • Las Vegas, Nevada 89102 •
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

CERTIFICATE OF SERVICE

I hereby certify that on August 18, 2021, I served the foregoing document on all persons and parties in the E-Service Master List in the Eighth Judicial District Court E-Filing System, by electronic service in accordance with the mandatory electronic service requirements of Administrative Order 14-1 and the Nevada Electronic Filing and Conversion Rules.

/s/ Joe Koehle

An employee of ROGER P. CROTEAU & ASSOCIATES, LTD.



ASTA
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croteaulaw@croteaulaw.com
chris@croteaulaw.com
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

DAISY TRUST, a Nevada trust,

Plaintiff,

vs.

EL CAPITAN RANCH LANDSCAPE
MAINTENANCE ASSOCIATION, a
domestic Nevada non-profit corporation,

Defendants.

Case No: A-19-789674-C
Dept. No: 14

CASE APPEAL STATEMENT

Plaintiff Daisy Trust, by and through its attorneys, Roger P. Croteau & Associates, Ltd.,
submits its Case Appeal Statement.

1. Name of appellant filing this case appeal statement:

Daisy Trust

2. Identify the judge issuing the decision, judgment, or order appealed from:

The Honorable Adriana Escobar

**3. Set forth the name, law firm, address, and telephone number of all counsel on appeal
and identify the party or parties whom they represent:**

a. Daisy Trust

Roger P. Croteau, Esq.
Christopher L. Benner, Esq.
Roger P. Croteau & Associates, Ltd.
2810 West Charleston Blvd., #75
Las Vegas, Nevada 89102
(702) 254-7775

4. **Identify each respondent and the name and address of appellate counsel, if known, for each respondent (if the name of a respondent's counsel is unknown, indicate as much and provide the name and address of that respondent's trial counsel):**

a. El Capitan Ranch Landscape Maintenance Association

Respondent's appellate counsel is unknown at this time but will presumably be Respondent's trial counsel.

Sean L. Anderson
Nevada Bar No. 7259
T. Chase Pittsenbarger
Nevada Bar No. 13740
2525 Box Canyon Drive
Las Vegas, Nevada 89128
Attorneys for Defendant El Capitan Ranch

5. **Indicate whether any attorney identified above in response to question 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court granted that attorney permission to appear under SCR 42 (attach a copy of any district court order granting such permission):**

N/A

6. **Indicate whether appellant was represented by appointed or retained counsel in the district court:**

Retained counsel.

7. **Indicate whether appellant is represented by appointed or retained counsel on appeal:**

Retained counsel.

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

N/A

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

The original Complaint in this matter was filed on February 19th, 2019 in the Eighth Judicial District Court of the State of Nevada in and for Clark County, Nevada, Case No. A-19-789674-C

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

The instant action relates to real property that was the subject of a homeowners' association lien foreclosure sale pursuant to NRS Chapter 116. Generally, based upon current case law, absent some special circumstances, foreclosure trustees performing foreclosure sales pursuant to NRS Chapter 107 have no duty to the bidders and/or purchasers of the property being foreclosed upon. The body of common law has developed from the precept that information exists in the public domain to conduct reasonable due diligence under the circumstances to properly inform a potential bidder; however, that information is not available under any circumstances to the bidder of all liens and their priority in a NRS Chapter 116 foreclosure sale.

This case focuses on the duties and obligations owed by a homeowners' association by and through its agent, the foreclosure trustee, to inform the bidders and purchasers at the NRS Chapter 116 foreclosure sale as to the bifurcated status of the homeowners' association's lien vis a vis the first deed of trust secured by the property, pursuant to NRS 116.3116. The

question is whether, with inquiry from an NRS Chapter 116 bidder, and certainly with actual inquiry by the actual purchaser of the homeowner's foreclosure sale, does that homeowners' association and/or its foreclosure trustee have an obligation of good faith, honesty in fact, and candor pursuant to NRS 116.3116 to the NRS Chapter 116 foreclosure bidders to disclose any attempted and/or actual tender or payment of the superpriority lien amounts, thereby rendering the sale, and the purchaser's interest in the property, subject to the first deed of trust or not?

On May 27, 2021, the HOA filed a Motion for Summary Judgment (the "HOA's MSJ"). After briefing and argument, the district court granted the HOA's MSJ. Plaintiff contends that the district court erred as a matter of law. The Notice of entry of the Finding of Facts, Conclusions of Law and Judgment granting the HOA's MSJ was filed on July 21, 2021.

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

N/A.

12. **Indicate whether this appeal involves child custody or visitation:**

N/A

13. **If this is a civil case, indicate whether this appeal involves the possibility of settlement:**

Appellant believes that the possibility of settlement exists.

Dated this 18th day of August, 2021.

ROGER P. CROTEAU & ASSOCIATES, LTD.

/s/ Christopher L. Benner

Roger P. Croteau, Esq.

Nevada Bar No. 4958

Christopher L. Benner, Esq.

Nevada Bar No. 8963

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Las Vegas, Nevada 89102
Attorneys for Plaintiff

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CERTIFICATE OF SERVICE

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/s/ Joe Koehle

An employee of
ROGER P. CROTEAU & ASSOCIATES, LTD.

CASE SUMMARY**CASE NO. A-19-789674-C****Daisy Trust, Plaintiff(s)****vs.****El Capitan Ranch Landscape Maintenance Association,
Defendant(s)**§
§
§
§
§Location: **Department 14**Judicial Officer: **Escobar, Adriana**Filed on: **02/19/2019**Cross-Reference Case **A789674**

Number:

CASE INFORMATION**Statistical Closures**

07/20/2021 Summary Judgment

Case Type: **Intentional Misconduct**Case
Status: **07/20/2021 Closed****DATE****CASE ASSIGNMENT****Current Case Assignment**

Case Number	A-19-789674-C
Court	Department 14
Date Assigned	02/19/2019
Judicial Officer	Escobar, Adriana

PARTY INFORMATION**Plaintiff****Daisy Trust***Lead Attorneys***Croteau, Roger P, ESQ***Retained*

702-254-7775(W)

Defendant**El Capitan Ranch Landscape Maintenance Association****Anderson, Sean L.***Retained*

702-538-9074(W)

DATE**EVENTS & ORDERS OF THE COURT****INDEX****EVENTS**

02/19/2019

**Complaint**

Filed By: Plaintiff Daisy Trust

[1] Complaint

02/19/2019

**Initial Appearance Fee Disclosure**

Filed By: Plaintiff Daisy Trust

[2] Initial Appearance Fee Disclosure

02/19/2019

**Summons Electronically Issued - Service Pending**

Party: Plaintiff Daisy Trust

[3] Summons

02/22/2019

**Affidavit of Service**

Filed By: Plaintiff Daisy Trust

[4] Affidavit of Service

03/13/2019

**Answer**

Filed By: Defendant El Capitan Ranch Landscape Maintenance Association













[5] El Capitan Ranch Landscape Maintenance Association's Answer to Complaint

03/13/2019

**Initial Appearance Fee Disclosure**















CASE SUMMARY

CASE NO. A-19-789674-C

	Filed By: Defendant El Capitan Ranch Landscape Maintenance Association <i>[6] Initial Appearance Fee Disclosure</i>
04/29/2019	 Appointment of Arbitrator <i>[7] Appointment of Arbitrator</i>
05/15/2019	 Arbitration Discovery Order Filed By: Arbitrator Leung, Ka H., ESQ <i>[8] DISCOVERY SCHEDULING ORDER AND NOTICE OF APPEAR FOR ARBITRATION HEARING</i>
10/03/2019	 Stipulation and Order Filed by: Plaintiff Daisy Trust <i>[9] Stipulation and Order to extend Deadlines and Continue Hearing</i>
10/03/2019	 Stipulation and Order Filed by: Plaintiff Daisy Trust <i>[10] Stipulation and Order to Extend Deadlines and Continue Hearing</i>
01/10/2020	 Notice to Appear for Arbitration Hearing Filed by: Arbitrator Leung, Ka H., ESQ <i>[11] Amended Notice to Appear for Arbitration Hearing</i>
02/20/2020	 Motion Filed By: Defendant El Capitan Ranch Landscape Maintenance Association <i>[12] El Capitan Ranch Landscape Maintenance Association's Motion to Dismiss Arbitration</i>
02/21/2020	 Opposition to Motion Filed By: Plaintiff Daisy Trust <i>[13] Plaintiff's Opposition To El Capitan Ranch Landscape Maintenance Association's Motion To Dismiss Arbitration</i>
03/09/2020	 Arbitration Award Filed By: Arbitrator Leung, Ka H., ESQ <i>[14] Arbitration Award</i>
03/09/2020	 Arbitrator's Decision <i>[15] Arbitrator's Decision</i>
03/13/2020	 Application for Attorney's Fees, Costs and/or Interest Filed by: Defendant El Capitan Ranch Landscape Maintenance Association <i>[16] El Capitan Ranch Landscape Maintenance Association's Application for Attorney's Fees and Costs</i>
03/18/2020	 Opposition Filed By: Plaintiff Daisy Trust <i>[17] Plaintiff's Opposition to El Capitan Ranch Landscape Maintenance Association's Application For Attorney's Fees And Costs</i>
03/25/2020	 Reply to Application for Attorney's Fees Filed by: Defendant El Capitan Ranch Landscape Maintenance Association <i>[18] El Capitan Ranch Landscape Maintenance Association's Reply in Support of Application for Attorney's Fees and Costs</i>
04/02/2020	

CASE SUMMARY

CASE NO. A-19-789674-C

	 Arbitrator's Decision on Request for Fees/Costs/Interest Filed by: Arbitrator Leung, Ka H., ESQ <i>[19] ARBITRATOR'S DECISION ON REQUEST FOR FEES/COSTS/INTEREST</i>
04/02/2020	 Arbitrators Bill for Fees and Costs Filed By: Arbitrator Leung, Ka H., ESQ <i>[20] Arbitrator's Bill for Fees and Costs</i>
04/06/2020	 Request for Trial De Novo Date Served: 04/06/2020 Filed by: Plaintiff Daisy Trust <i>[21] Request for Trial De Novo</i>
04/15/2020	 Demand for Removal from the Short Trial Program Filed By: Plaintiff Daisy Trust <i>[22] Demand for Removal from the Short Trial Program</i>
04/16/2020	 Demand for Jury Trial Filed By: Plaintiff Daisy Trust <i>[23] Demand for Jury Trial</i>
05/14/2020	 Joint Case Conference Report Filed By: Plaintiff Daisy Trust <i>[24] Joint Case Conference Report</i>
06/09/2020	 Mandatory Rule 16 Conference Order <i>[25] Mandatory Rule 16 Conference Order</i>
06/15/2020	 Mandatory Rule 16 Conference Order <i>[26] AMENDED MANDATORY RULE 16 PRE-TRIAL SCHEDULING CONFERENCE ORDER</i>
07/28/2020	 Order Setting Civil Jury Trial and Calendar Call <i>[27] Scheduling Order And Order Setting Civil Jury Trial</i>
05/27/2021	 Motion for Summary Judgment Filed By: Defendant El Capitan Ranch Landscape Maintenance Association <i>[28] El Capitan Ranch Landscape Maintenance Association's Motion for Summary Judgment</i>
05/27/2021	 Clerk's Notice of Hearing <i>[29] Notice of Hearing</i>
06/07/2021	 Motion to Compel Filed By: Defendant El Capitan Ranch Landscape Maintenance Association <i>[30] El Capitan Ranch Landscape Maintenance Association's Motion to Compel Responses to Discovery</i>
06/07/2021	 Appendix Filed By: Defendant El Capitan Ranch Landscape Maintenance Association <i>[31] Appendix of Exhibits to El Capitan Ranch Landscape Maintenance Association's Motion to Compel Response to Discovery</i>
06/07/2021	 Clerk's Notice of Hearing <i>[32] Notice of Hearing</i>

CASE SUMMARY

CASE NO. A-19-789674-C

06/10/2021	 Opposition to Motion For Summary Judgment Filed By: Plaintiff Daisy Trust <i>[33] Plaintiff's Opposition to El Capitan Ranch Landscape Association's Motion for Summary Judgment</i>
06/10/2021	 Joint Case Conference Report Filed By: Plaintiff Daisy Trust <i>[34] Joint Case Conference Report</i>
06/21/2021	 Opposition to Motion to Compel Filed By: Plaintiff Daisy Trust <i>[35] Opposition to Motion to Compel</i>
06/22/2021	 Reply Filed by: Defendant El Capitan Ranch Landscape Maintenance Association <i>[36] El Capitan Ranch Landscape Maintenance Association's Reply in Support of Motion for Summary Judgment</i>
06/23/2021	 Notice of Entry of Order Filed By: Plaintiff Daisy Trust <i>[37] Notice of Entry of Order Setting Settlement Conference</i>
07/16/2021	 Order <i>[38] ORDER SETTING SETTLEMENT CONFERENCE</i>
07/20/2021	 Findings of Fact, Conclusions of Law and Judgment Filed by: Defendant El Capitan Ranch Landscape Maintenance Association <i>[39] Findings of Fact, Conclusions of Law</i>
07/21/2021	 Notice of Entry of Findings of Fact, Conclusions of Law Filed By: Defendant El Capitan Ranch Landscape Maintenance Association <i>[40] Notice of Entry of Findings of Fact, Conclusions of Law</i>
07/23/2021	 Memorandum of Costs and Disbursements Filed By: Defendant El Capitan Ranch Landscape Maintenance Association <i>[41] Memorandum of Costs and Disbursements</i>
07/23/2021	 Order <i>[42] ORDER VACATING SETTLEMENT CONFERENCE</i>
08/11/2021	 Motion for Attorney Fees and Costs Filed By: Defendant El Capitan Ranch Landscape Maintenance Association <i>[43] Defendant Motion for Attorneys' Fees and Costs</i>
08/11/2021	 Clerk's Notice of Hearing <i>[44] Notice of Hearing</i>
08/18/2021	 Notice of Appeal Filed By: Plaintiff Daisy Trust <i>[45] Notice of Appeal</i>
08/18/2021	 Case Appeal Statement

CASE SUMMARY

CASE NO. A-19-789674-C


Filed By: Plaintiff Daisy Trust
[46] Case Appeal Statement


DISPOSITIONS

07/20/2021 **Summary Judgment** (Judicial Officer: Escobar, Adriana)
Debtors: Daisy Trust (Plaintiff)
Creditors: El Capitan Ranch Landscape Maintenance Association (Defendant)
Judgment: 07/20/2021, Docketed: 07/21/2021


HEARINGS

02/24/2020 **Arbitration Hearing** (7:00 AM)

07/08/2020  **Mandatory Rule 16 Conference** (10:30 AM) (Judicial Officer: Escobar, Adriana)
Trial Date Set;
Journal Entry Details:
Case involves intentional misconduct with trial to last two to three days. Mr. Glover requested that deadlines be extended due to COVID-19. Mr. Pittsenbarger did not concur. The Court informed counsel the deadlines will be extended an additional sixty days. Colloquy regarding settlement discussions. COURT ORDERED, deadlines as follows: Discovery Cut Off, 4/29/21; Amend Pleadings and Add Parties, 1/27/21; Initial Disclosure, 1/27/21/ Rebuttal Disclosure, 2/26/21 Dispositive Motions, 5/27/21; Trial Ready Date, 7/26/21. COURT FURTHER ORDERED, trial and status check dates SET. 5/18/21 9:30 AM STATUS CHECK: SETTLEMENT PROGRESS 8/19/21 9:30 AM CALENDAR CALL 9/7/21 9:30 AM JURY TRIAL;

05/18/2021  **Status Check** (10:00 AM) (Judicial Officer: Escobar, Adriana)
Settlement Progress
Set Status Check;
Journal Entry Details:
Christopher Benner, Esq. present. Upon Court's inquiry, parties are conducting discovery and working through a discovery dispute and do not believe settlement discussion will be fruitful. Colloquy. COURT ORDERED, parties to schedule and settlement conference and send a detailed e-mail to the Judicial Executive Assistant (JEA) and Law Clerk stating who the settlement is with, where, when, and the time. FURTHER ORDERED, status check SET. 06/16/21 STATUS CHECK: SETTLEMENT CONFERENCE (CHAMBERS CALENDAR);

06/16/2021 **CANCELED Status Check** (3:00 AM) (Judicial Officer: Escobar, Adriana)
Vacated - Case Closed
STATUS CHECK: SCHEDULING OF SETTLEMENT CONF.

06/29/2021  **Motion for Summary Judgment** (9:30 AM) (Judicial Officer: Escobar, Adriana)
El Capitan Ranch Landscape Maintenance Association's Motion for Summary Judgment
Granted;
Journal Entry Details:
All appearances made via the BlueJeans Videoconferencing Application Arguments by counsel regarding the merits of and opposition to the motion. COURT ORDERED, El Capitan Ranch Landscape Maintenance Association's Motion for Summary Judgment GRANTED. Mr. Pittsenbarger to prepare the order and submit it to opposing counsel for approval as to form and content. Court directed Mr. Pittsenbarger to include in the order the findings in his pleadings.;

07/13/2021 **CANCELED Motion to Compel** (9:30 AM) (Judicial Officer: Truman, Erin)
Vacated
El Capitan Ranch Landscape Maintenance Association's Motion to Compel Responses to Discovery

08/12/2021 **CANCELED Settlement Conference** (10:30 AM)
Vacated

08/19/2021 **CANCELED Calendar Call** (2:00 PM) (Judicial Officer: Escobar, Adriana)

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-19-789674-C

	<i>Vacated - Case Closed</i>	
09/07/2021	CANCELED Jury Trial (9:30 AM) (Judicial Officer: Escobar, Adriana) <i>Vacated - Case Closed</i>	
10/21/2021	Motion for Attorney Fees (10:00 AM) (Judicial Officer: Escobar, Adriana) <i>[43] Defendant Motion for Attorneys' Fees and Costs</i>	

DATE	FINANCIAL INFORMATION	
	Defendant El Capitan Ranch Landscape Maintenance Association	
	Total Charges	423.00
	Total Payments and Credits	423.00
	Balance Due as of 8/20/2021	0.00
	Plaintiff Daisy Trust	
	Total Charges	294.00
	Total Payments and Credits	294.00
	Balance Due as of 8/20/2021	0.00
	Plaintiff Daisy Trust	
	Short Trial - Removal Balance as of 8/20/2021	1,000.00

DISTRICT COURT CIVIL COVER SHEET

A-19-789674-C

Department 14

County, Nevada

Case No.

(Assigned by Clerk's Office)

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

Plaintiff(s) (name/address/phone):

Daisy Trust

c/o Roger P. Croteau & Associates, Ltd

2810 W. Charleston Blvd., Ste. 75

Las Vegas, NV 89102

Attorney (name/address/phone):

Roger P. Croteau, Esq. (SBN 4958)

2810 W. Charleston Blvd., Ste. 75

Las Vegas, NV 89102

702-254-7775

Defendant(s) (name/address/phone):

El Capitan Ranch Landscape Maintenance Assn.

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 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 checked="" 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.

2/19/19

Date

Signature of initiating party or representative

See other side for family-related case filings.

1 **FFCL**
2 **LEACH KERN GRUCHOW**
3 **ANDERSON SONG**
4 **SEAN L. ANDERSON**
5 Nevada Bar No. 7259
6 E-mail: sanderson@lkglawfirm.com
7 **T. CHASE PITTSBARGER**
8 Nevada Bar No. 13740
9 E-mail: cpittsenbarger@lkglawfirm.com
10 2525 Box Canyon Drive
11 Las Vegas, Nevada 89128
12 Telephone: (702) 538-9074
13 Facsimile: (702) 538-9113
14 *Attorneys for Defendant El Capitan*
15 *Ranch Landscape Maintenance Association*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 DAISY TRUST, a Nevada trust,
12 Plaintiff,

13 vs.

14 EL CAPITAN RANCH LANDSCAPE
15 MAINTENANCE ASSOCIATION, a
16 domestic non-profit corporation,
17 Defendant.

Case No.: A-19-789674-C
Dept. No.: 14

**FINDINGS OF FACT, CONCLUSIONS
OF LAW**

16 On May 27, 2021, El Capitan Ranch Landscape Maintenance Association (the
17 “Association”) filed its Motion for Summary Judgment (“Motion”). On June 10, 2021, Daisy
18 Trust (“Plaintiff”) filed its Opposition to Motion for Summary Judgment. On June 22, 2021, the
19 Association filed its Reply in Support of Motion for Summary Judgment.

20 Said Motion was set for hearing on June 28, 2021, before this Court and the Honorable
21 Adriana Escobar. T. Chase Pittsenbarger appeared for the Association; Christopher L. Benner
22 appeared on behalf of Plaintiff Daisy Trust. The Court, having carefully considered all pleadings
23 and papers on file herein and for good cause appearing, finds as follows:

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FINDINGS OF FACT

1. On or about September 5, 2012, the Association conducted a foreclosure sale pursuant to NRS 116 upon the real property located at 8721 Country Pines Avenue, Las Vegas, Nevada 89129 (the “Property”).

2. Plaintiff was the successful bidder at the foreclosure sale taking title to the Property by way of a Foreclosure Deed that conveyed “without warrant or covenant, expressed or implied, regarding title, possession or encumbrances.”

3. On February 19, 2019, Plaintiff filed its Complaint against the Association asserting claims for misrepresentation, breach of duty of good faith under NRS 116.1113 and civil conspiracy.

4. On or about April 19, 2019, the case was assigned to the Court Annexed Arbitration Program.

5. On February 24, 2020, the Arbitration was held.

6. On March 9, 2020, the Arbitrator issued his decision finding in favor of the Association.

7. On April 6, 2020, Plaintiff requested Trial De Novo.

CONCLUSIONS OF LAW

1. In Nevada, “summary judgment is appropriate when the moving party is entitled to judgment as a matter of law, and no genuine issue remains for trial.” *Shepard v. Harrison*, 100 Nev. 178, 179, 678 P.2d 674 (1984)(citing *Cladianos v. Coldwell Banker*, 100 Nev. 138, 676 P.2d 804 (1984); *Allied Fidelity Ins. Co. v. Pico*, 99 Nev. 15, 656 P.2d 849 (1983); *Nehls v. Leonard*, 97 Nev. 325, 630 P.2d 258 (1981)).

2. Summary judgment is appropriate under NRCP 56 if “the pleadings, depositions, answer to interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrates that no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law.” NRCP 56(c); *Cuzze v. Univ. and Cmty Coll. Sys. of Nev.*, 123 Nev. 598, 602, 172 P.3d 131, 134 (Nev. 2008).

3. Summary judgment should not be regarded as a “disfavored procedural short cut;”

1 rather, where appropriate, it furthers the “just, speedy and inexpensive determination of every
2 action.” *Celotex Corp v. Catrell*, 477 U.S. 317, 327, 106 S.Ct. 2548 (1986).

3 4. Plaintiff’s Complaint is premised on the allegations that NRS Chapter 116
4 contains a duty to disclose that a law firm “attempted to contact” a third party to make a partial
5 payment of the Association’s delinquent assessment lien.

6 5. NRS 116.31162 through NRS 116.31168 details the procedures with which an
7 HOA must comply to initiate and complete a foreclosure on its lien.

8 6. Absent from NRS 116.31162 through NRS 116.31168 is any requirement to
9 announce at the foreclosure sale that a law firm “attempted to contact” a third party to make a
10 partial payment of the Association’s lien.

11 7. State foreclosure statutes should not be second guessed or usurped, otherwise
12 “every piece of realty purchased at foreclosure” would be challenged and title would be clouded
13 in contravention of the very policies underlying non-judicial foreclosure sales. *BFP v.*
14 *Resolution Trust Company*, 511 U.S. 531, 539-40, 544, 144 S.Ct. 1757, 128 L.Ed.2d 556 (1994);
15 *Golden v. Tomiyasu*, 79 Nev. 503, 387 P.2d 989, 997 (1969).

16 8. Nevada has followed this same line, *i.e.* *Charmicor Inc. v. Bradshaw Finance*
17 *Co.*, 550 P.2d 413, 92 Nev. 310 (1976) (Court did not abuse its discretion in denying an
18 injunction of the foreclosure procedure under the theory that non-judicial foreclosure sales
19 violate the principles of due process and equal protection).

20 9. The Association was simply not required pursuant to NRS 116.31162 through
21 NRS 116.31168 to disclose that a law firm “attempted to contact” a third party to make a partial
22 payment of the Association’s lien.

23 10. There is no Nevada authority creating a separate common law duty to announce
24 that a law firm “attempted to contact” a third party to make a partial payment of the
25 Association’s lien.

26 11. An HOA non-judicial foreclosure sale is a creature of statute.

27 12. NRS Chapter 116 contains a comprehensive statutory scheme regulating non-
28 judicial foreclosures. *See generally* NRS 116.3116-31168.

1 13. The scope and nature of the Association’s duties are exclusively defined by these
2 governing statutes.

3 14. In *Noonan v. Bayview Loan Servicing, LLC*, 438 P.3d 335 (Nev. 2019) the
4 Supreme Court of Nevada agreed. Specifically, Supreme Court of Nevada affirmed the lower
5 court’s award of summary judgment in favor of the collection company holding that “[s]ummary
6 judgment was appropriate on the negligent misrepresentation claim because Hampton neither
7 made an affirmative false statement nor omitted a material fact it was bound to disclose.” *Id.*
8 (citing *Halcrow, Inc. v. Eighth Judicial Dist. Court*, 129 Nev. 394, 400, 302 P.3d 1148, 1153
9 (2013) (providing the elements for a negligent misrepresentation claim); *Nelson v. Heer*, 123
10 Nev. 217, 225, 163 P.3d 420, 426 (2007) (“[T]he suppression or omission of a material fact
11 which a party is bound in good faith to disclose is equivalent to a false representation.”(internal
12 quotation marks omitted)). Compare NRS 116.31162(1)(b)(3)(II)(2017) (requiring an HOA to
13 disclose if tender of the superpriority portion of the lien has been made), with NRS 116.31162
14 (2013) (not requiring any such disclosure).

15 15. Since *Noonan*, the Supreme Court of Nevada has rejected on numerous occasions
16 Plaintiff’s allegation that the Association had a duty to disclose that a third party attempted to
17 make a partial payment of the Association’s delinquent assessment lien. See *Mann St. Tr. v.*
18 *Elsinore Homeowners Ass’n*, 466 P.3d 540 (Nev. 2020); *Saticoy Bay, LLC Series 8320 Bermuda*
19 *Beach v. South Shores Community Association*, No. 80165, 2020 WL 6130913, at *1 (Nev. Oct.
20 16, 2020); *Saticoy Bay LLC 6408 Hillside Brook v. Mountain Gate Homeowners’ Association*,
21 No. 80134, 2020 WL 6129970, at *1 (Nev. Oct. 16, 2020); *Saticoy Bay, LLC, Series 8920 El*
22 *Diablo v. Silverstone Ranch Cmty. Ass’n*, No. 80039, 2020 WL 6129887, at *1 (Nev. Oct. 16,
23 2020); *Saticoy Bay, LLC, Series 3123 Inlet Bay v. Genevieve Court Homeowners Ass’n, Inc.*, No.
24 80135, 2020 WL 6130912, at *1 (Nev. Oct. 16, 2020); *LN Management LLC Series 4980*
25 *Droubay v. Squire Village at Silver Springs Community Association*, No. 79035, 2020 WL
26 6131470, at *1 (Nev. Oct. 16, 2020); *Cypress Manor Drive Trust v. The Foothills at Macdonald*
27 *Ranch Master Association*, No. 78849, 2020 WL 6131467, at *1 (Nev. Oct. 16, 2020); *Tangiers*
28 *Drive Trust v. The Foothills at Macdonald Ranch Master Association*, No. 78564, 2020 WL

6131435, at *1 (Nev. Oct. 16, 2020); *Saticoy Bay LLC, Series 11339 Colinward v. Travata and Montage*, No. 80162, 2020 WL 6129987, at *1 (Nev. Oct. 16, 2020). *LN Management LLC Series 2216 Saxton Hill, v. Summit Hills Homeowners Association*, No. 80436, 2021 WL 620513, at *1 (Nev. Feb. 16, 2021); *LN Management LLC Series 5246 Ferrell, v. Treasures Landscape Maintenance Association*, No. 80437, 2021 WL 620930, at *1 (Nev. Feb. 16, 2021); *Saticoy Bay, LLC, Series 3237 Perching Bird, v. Aliante Master Association*, No. 80760, 2021 WL 620978, at *1 (Nev. Feb. 16, 2021); *Saticoy Bay, LLC, Series 9157 Desirable v. Tapestry at Town Ctr. Homeowners Ass'n*, No. 80969, 2021 WL 620427, at *1 (Nev. Feb. 16, 2021).

16. In fact, the Supreme Court of Nevada has affirmed dismissal of the exact claims asserted against the Association in this matter. *See Saticoy Bay, LLC Series 8320 Bermuda Beach*, 2020 WL 6130913, at *1 ; *Saticoy Bay LLC 6408 Hillside Brook*, 2020 WL 6129970, at *1 ; *Saticoy Bay, LLC, Series 8920 El Diablo*, 2020 WL 6129887, at *1 ; *Saticoy Bay, LLC, Series 3123 Inlet Bay*, 2020 WL 6130912, at *1; *Saticoy Bay LLC, Series 11339 Colinward*, 2020 WL 6129987, at *1.

17. Additionally, the Supreme Court of Nevada has unanimously rejected Petitions for Rehearing in the afore-mentioned cases.

18. Finally, the Arbitrator expressly rejected Plaintiff's allegations in his Arbitrator's Decision.

19. Specifically, the Arbitrator held "Plaintiff has cited no statutory authority mandating the Defendant to make disclosure as to any attempted tender."

Plaintiff's Claim for Intentional/Negligent Misrepresentation.

20. In *Noonan*, Appellants' argued the lower court erred in awarding summary judgment in favor of the collection company on Appellants' claim for negligent misrepresentation. *Id.*

21. Appellants' claim for misrepresentation in *Noonan* was premised on the same allegations asserted by Plaintiff in this matter—that Hampton and Hampton failed to disclose an attempt to pay a portion of the Association's lien. *Id.*

22. The Supreme Court of Nevada affirmed the lowers court's award of summary

1 judgment in favor of the collection company holding that “[s]ummary judgment was appropriate
2 on the negligent misrepresentation claim because Hampton neither made an affirmative false
3 statement **nor omitted a material fact it was bound to disclose.**” *Id.* (citing *Halcrow, Inc. v.*
4 *Eighth Judicial Dist. Court*, 129 Nev. 394, 400, 302 P.3d 1148, 1153 (2013) (providing the
5 elements for a negligent misrepresentation claim); *Nelson v. Heer*, 123 Nev. 217, 225, 163 P.3d
6 420, 426 (2007) (“[T]he suppression or omission of a material fact which a party is bound in
7 good faith to disclose is equivalent to a false representation.”(internal quotation marks omitted)).
8 *Compare* NRS 116.31162(1)(b)(3)(II)(2017) (requiring an HOA to disclose if tender of the
9 superpriority portion of the lien has been made), *with* NRS 116.31162 (2013) (not requiring any
10 such disclosure).) As such, Appellant’s argument that there was a misrepresentation by omission
11 fails because the Association did not “omit a material fact it was bound to disclose.” *Id.*

12 23. Since *Noonan*, the Supreme Court of Nevada has rejected Plaintiff’s claims of
13 misrepresentation on numerous occasions. *See Saticoy Bay, LLC Series 8320 Bermuda Beach*,
14 2020 WL 6130913, at *1 ; *Saticoy Bay LLC 6408 Hillside Brook*, 2020 WL 6129970, at *1 ;
15 *Saticoy Bay, LLC, Series 8920 El Diablo*, 2020 WL 6129887, at *1 ; *Saticoy Bay, LLC, Series*
16 *3123 Inlet Bay*, 2020 WL 6130912, at *1; *Saticoy Bay LLC, Series 11339 Colinward*, 2020 WL
17 6129987, at *1.

18 **Plaintiff’s Claim for Breach of Good Faith.**

19 24. The Supreme Court of Nevada has affirmed dismissal of the exact claim on
20 numerous occasions. *See Saticoy Bay, LLC Series 8320 Bermuda Beach*, 2020 WL 6130913, at
21 *1 (“In particular, appellant's claims for misrepresentation and **breach of NRS 116.1113** fail
22 because respondents had no duty to proactively disclose whether a superpriority tender had been
23 made”); *Saticoy Bay, LLC, Series 3123 Inlet Bay*, No. 80135, 2020 WL 6130912, at *1(“In
24 particular, appellant's claims for misrepresentation and **breach of NRS 116.1113** fail because
25 respondents had no duty to proactively disclose whether a superpriority tender had been made”);
26 *LN Management LLC Series 4980 Droubay*, No. 79035, 2020 WL 6131470 (“We next conclude
27 that appellant failed to state a viable claim for breach of the duty of good faith and fair dealing
28 because such duty presupposes the existence of a contract. . . To the extent that appellant seeks to

base this claim on NRS 116.1113, we note that nothing in the applicable version of NRS 116.3116-.3117 imposes a duty on an HOA to disclose whether a superpriority tender had been made.”).

Plaintiff’s Claim for Civil Conspiracy.

25. Similar to the other claims asserted by Plaintiff in this action, the Supreme Court of Nevada has rejected this claim on numerous occasions. *See Saticoy Bay, LLC Series 8320 Bermuda Beach*, 2020 WL 6130913, at *1 ; *Saticoy Bay LLC 6408 Hillside Brook*, 2020 WL 6129970, at *1 ; *Saticoy Bay, LLC, Series 8920 El Diablo*, 2020 WL 6129887, at *1 ; *Saticoy Bay, LLC, Series 3123 Inlet Bay*, 2020 WL 6130912, at *1; *Saticoy Bay LLC, Series 11339 Colinward*, 2020 WL 6129987, at *1.

26. Specifically, the Supreme Court of Nevada held “because respondent did not do anything unlawful, appellant’s civil conspiracy claim necessarily fails. *See Consol. Generator-Nev., Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998) (providing that a civil conspiracy requires, among other things, a “concerted action, intend[ed] to accomplish an unlawful objective for the purpose of harming another”).”

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IT IS SO ORDERED this _____ day of July 2021. Dated this 20th day of July, 2021

A1A 4E3 95B7 E9F0
Adriana Escobar
District Court Judge

Approved as to content and form:

ROGER P. CROTEAU & ASSOCIATES, LTD.

/s/ Christopher L. Benner
 Roger P. Croteau
 Nevada Bar No. 4958
 Christopher L. Benner
 Nevada Bar No. 8963
 2810 W. Charleston Blvd., Ste. 75
 Las Vegas, Nevada 89102
Attorney for Plaintiff

From: [Chris Benner](#)
To: [Chase Pittsenbarger](#); [Yalonda Dekle](#)
Subject: RE: Daisy Trust v. El Capitan Ranch LMA -Findings of Fact, Conclusions of Law
Date: Tuesday, July 20, 2021 2:17:06 PM
Attachments: [image001.png](#)

The additional facts are not dispositive, so leaving them out is fine, I just added them present the additional context for the final conclusion. In any case, you can remove them and submit with my e-signature.

Christopher L. Benner, Esq.
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2810 Charleston Boulevard, No. H-75
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From: Chase Pittsenbarger <CPittsenbarger@lkglawfirm.com>
Sent: Monday, July 19, 2021 2:24 PM
To: Chris Benner <chris@croteaulaw.com>; Yalonda Dekle <ydekle@lkglawfirm.com>
Subject: RE: Daisy Trust v. El Capitan Ranch LMA -Findings of Fact, Conclusions of Law

Chris,

I will agree to everything but the addition of paragraphs 1-10 to the findings of fact. Let me know.



Chase Pittsenbarger
Attorney
2525 Box Canyon Drive
Las Vegas, Nevada 89128
Phone: (702) 538-9074
Fax: (702) 538-9113

Reno Office:
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From: Chris Benner <chris@croteaulaw.com>
Sent: Tuesday, July 13, 2021 7:42 AM
To: Yalonda Dekle <ydekle@lkglawfirm.com>; Chase Pittsenbarger <CPittsenbarger@lkglawfirm.com>
Subject: RE: Daisy Trust v. El Capitan Ranch LMA -Findings of Fact, Conclusions of Law

Sorry for the delay, I added some additional facts and made some minor format edits.
If acceptable, please feel free to use my e-signature.

Christopher L. Benner, Esq.
Roger P. Croteau & Associates
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chris@croteaulaw.com

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From: Yalonda Dekle <ydekle@lkglawfirm.com>
Sent: Wednesday, July 07, 2021 3:19 PM
To: Chris Benner <chris@croteaulaw.com>
Cc: Chase Pittsenbarger <CPittsenbarger@lkglawfirm.com>
Subject: Daisy Trust v. El Capitan Ranch LMA -Findings of Fact, Conclusions of Law

Good afternoon Mr. Benner:

Please find attached a Findings of Fact, Conclusions of Law in the above-entitled matter. Please review and advise if you have any revisions. Also, please advise if we may use your e-signature to submit to the department.

Thank you.

Our Las Vegas and Reno offices are currently closed to clients and visitors in order to comply with best practices for minimizing the spread of COVID-19. LKG is committed to serving our clients and will continue to operate during this period, but most of our attorneys and staff are working remotely and there may be a delay in responses. The best way to contact us is by e-mail. You may also e-mail our offices at info@lkglawfirm.com.

-



Yalonda Dekle
Legal Assistant
Leach Kern Gruchow Anderson Song

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-

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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Daisy Trust, Plaintiff(s)

CASE NO: A-19-789674-C

7 vs.

DEPT. NO. Department 14

8 El Capitan Ranch Landscape
9 Maintenance Association,
10 Defendant(s)

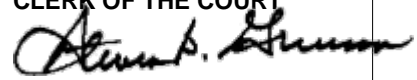
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

17 Service Date: 7/20/2021

18 Roger Croteau	croteaulaw@croteaulaw.com
19 Croteau Admin	receptionist@croteaulaw.com
20 Sean Anderson	sanderson@lkglawfirm.com
21 Robin Callaway	rcallaway@lkglawfirm.com
22 Patty Gutierrez	pgutierrez@lkglawfirm.com
23 T. Pittsenbarger	cpittsenbarger@lkglawfirm.com
24 Yalonda Dekle	ydekle@lkglawfirm.com
25 Christopher Benner	chris@croteaulaw.com
26 Matt Pawlowski	matt@croteaulaw.com

27
28



1 **NEFF**
2 **LEACH KERN GRUCHOW**
3 **ANDERSON SONG**
4 **SEAN L. ANDERSON**
5 Nevada Bar No. 7259
6 E-mail: sanderson@lkglawfirm.com
7 **T. CHASE PITTSBARGER**
8 Nevada Bar No. 13740
9 E-mail: cpittsenbarger@lkglawfirm.com
10 2525 Box Canyon Drive
11 Las Vegas, Nevada 89128
12 Telephone: (702) 538-9074
13 Facsimile: (702) 538-9113
14 *Attorneys for Defendant El Capitan*
15 *Ranch Landscape Maintenance Association*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 DAISY TRUST, a Nevada trust,
12 Plaintiff,

13 vs.

14 EL CAPITAN RANCH LANDSCAPE
15 MAINTENANCE ASSOCIATION, a
16 domestic non-profit corporation,
17 Defendant.

Case No.: A-19-789674-C
Dept. No.: 14

**NOTICE OF ENTRY OF FINDINGS OF
FACT, CONCLUSIONS OF LAW**

17 PLEASE TAKE NOTICE that a **FINDINGS OF FACT, CONCLUSIONS OF LAW**
18 was entered in the above-entitled case on July 20, 2021, a copy of which is attached hereto.

19 DATED this 21st day of July 2021

20 **LEACH KERN GRUCHOW ANDERSON SONG**

21 /s/ T. Chase Pittsenbarger

22 Sean L. Anderson
23 Nevada Bar No. 7259
24 T. Chase Pittsenbarger
25 Nevada Bar No. 13740
26 2525 Box Canyon Drive
27 Las Vegas, Nevada 89128
28 *Attorneys for Defendant El Capitan Ranch*
Landscape Maintenance Association

LEACH KERN GRUCHOW ANDERSON SONG
2525 Box Canyon Drive, Las Vegas, Nevada 89128
Telephone: (702) 538-9074 – Facsimile (702) 538-9113

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), the undersigned, an employee of LEACH KERN GRUCHOW
3 ANDERSON SONG, hereby certifies that on this 21st day of July 2021, service of the foregoing,
4 **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW**, was made on
5 all parties via the Court's CM/ECF System, as follows:

6 Roger P. Croteau
7 Christopher L. Benner
8 **ROGER P. CROTEAU & ASSOCIATES, LTD.**
9 2810 W. Charleston Boulevard, Suite 75
10 Las Vegas, Nevada 89148
11 croteaulaw@croteaulaw.com
12 chris@croteaulaw.com
13 *Attorneys for Plaintiff*

14 /s/ Yalonda Dekle

15 An Employee of LEACH KERN GRUCHOW
16 ANDERSON SONG
17
18
19
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24
25
26
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1 **FFCL**
2 **LEACH KERN GRUCHOW**
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12 Telephone: (702) 538-9074
13 Facsimile: (702) 538-9113
14 *Attorneys for Defendant El Capitan*
15 *Ranch Landscape Maintenance Association*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 DAISY TRUST, a Nevada trust,
12 Plaintiff,

13 vs.

14 EL CAPITAN RANCH LANDSCAPE
15 MAINTENANCE ASSOCIATION, a
16 domestic non-profit corporation,
17 Defendant.

Case No.: A-19-789674-C
Dept. No.: 14

**FINDINGS OF FACT, CONCLUSIONS
OF LAW**

16 On May 27, 2021, El Capitan Ranch Landscape Maintenance Association (the
17 “Association”) filed its Motion for Summary Judgment (“Motion”). On June 10, 2021, Daisy
18 Trust (“Plaintiff”) filed its Opposition to Motion for Summary Judgment. On June 22, 2021, the
19 Association filed its Reply in Support of Motion for Summary Judgment.

20 Said Motion was set for hearing on June 28, 2021, before this Court and the Honorable
21 Adriana Escobar. T. Chase Pittsenbarger appeared for the Association; Christopher L. Benner
22 appeared on behalf of Plaintiff Daisy Trust. The Court, having carefully considered all pleadings
23 and papers on file herein and for good cause appearing, finds as follows:

24 ///

26 ///

28 ///

LEACH KERN GRUCHOW ANDERSON SONG
2525 Box Canyon Drive, Las Vegas, Nevada 89128
Telephone: (702) 538-9074 – Facsimile (702) 538-9113

FINDINGS OF FACT

1. On or about September 5, 2012, the Association conducted a foreclosure sale pursuant to NRS 116 upon the real property located at 8721 Country Pines Avenue, Las Vegas, Nevada 89129 (the “Property”).

2. Plaintiff was the successful bidder at the foreclosure sale taking title to the Property by way of a Foreclosure Deed that conveyed “without warrant or covenant, expressed or implied, regarding title, possession or encumbrances.”

3. On February 19, 2019, Plaintiff filed its Complaint against the Association asserting claims for misrepresentation, breach of duty of good faith under NRS 116.1113 and civil conspiracy.

4. On or about April 19, 2019, the case was assigned to the Court Annexed Arbitration Program.

5. On February 24, 2020, the Arbitration was held.

6. On March 9, 2020, the Arbitrator issued his decision finding in favor of the Association.

7. On April 6, 2020, Plaintiff requested Trial De Novo.

CONCLUSIONS OF LAW

1. In Nevada, “summary judgment is appropriate when the moving party is entitled to judgment as a matter of law, and no genuine issue remains for trial.” *Shepard v. Harrison*, 100 Nev. 178, 179, 678 P.2d 674 (1984)(citing *Cladianos v. Coldwell Banker*, 100 Nev. 138, 676 P.2d 804 (1984); *Allied Fidelity Ins. Co. v. Pico*, 99 Nev. 15, 656 P.2d 849 (1983); *Nehls v. Leonard*, 97 Nev. 325, 630 P.2d 258 (1981)).

2. Summary judgment is appropriate under NRCP 56 if “the pleadings, depositions, answer to interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrates that no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law.” NRCP 56(c); *Cuzze v. Univ. and Cmty Coll. Sys. of Nev.*, 123 Nev. 598, 602, 172 P.3d 131, 134 (Nev. 2008).

3. Summary judgment should not be regarded as a “disfavored procedural short cut;”

1 rather, where appropriate, it furthers the “just, speedy and inexpensive determination of every
2 action.” *Celotex Corp v. Catrell*, 477 U.S. 317, 327, 106 S.Ct. 2548 (1986).

3 4. Plaintiff’s Complaint is premised on the allegations that NRS Chapter 116
4 contains a duty to disclose that a law firm “attempted to contact” a third party to make a partial
5 payment of the Association’s delinquent assessment lien.

6 5. NRS 116.31162 through NRS 116.31168 details the procedures with which an
7 HOA must comply to initiate and complete a foreclosure on its lien.

8 6. Absent from NRS 116.31162 through NRS 116.31168 is any requirement to
9 announce at the foreclosure sale that a law firm “attempted to contact” a third party to make a
10 partial payment of the Association’s lien.

11 7. State foreclosure statutes should not be second guessed or usurped, otherwise
12 “every piece of realty purchased at foreclosure” would be challenged and title would be clouded
13 in contravention of the very policies underlying non-judicial foreclosure sales. *BFP v.*
14 *Resolution Trust Company*, 511 U.S. 531, 539-40, 544, 144 S.Ct. 1757, 128 L.Ed.2d 556 (1994);
15 *Golden v. Tomiyasu*, 79 Nev. 503, 387 P.2d 989, 997 (1969).

16 8. Nevada has followed this same line, *i.e. Charmicor Inc. v. Bradshaw Finance*
17 *Co.*, 550 P.2d 413, 92 Nev. 310 (1976) (Court did not abuse its discretion in denying an
18 injunction of the foreclosure procedure under the theory that non-judicial foreclosure sales
19 violate the principles of due process and equal protection).

20 9. The Association was simply not required pursuant to NRS 116.31162 through
21 NRS 116.31168 to disclose that a law firm “attempted to contact” a third party to make a partial
22 payment of the Association’s lien.

23 10. There is no Nevada authority creating a separate common law duty to announce
24 that a law firm “attempted to contact” a third party to make a partial payment of the
25 Association’s lien.

26 11. An HOA non-judicial foreclosure sale is a creature of statute.

27 12. NRS Chapter 116 contains a comprehensive statutory scheme regulating non-
28 judicial foreclosures. *See generally* NRS 116.3116-31168.

1 13. The scope and nature of the Association’s duties are exclusively defined by these
2 governing statutes.

3 14. In *Noonan v. Bayview Loan Servicing, LLC*, 438 P.3d 335 (Nev. 2019) the
4 Supreme Court of Nevada agreed. Specifically, Supreme Court of Nevada affirmed the lower
5 court’s award of summary judgment in favor of the collection company holding that “[s]ummary
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7 made an affirmative false statement nor omitted a material fact it was bound to disclose.” *Id.*
8 (citing *Halcrow, Inc. v. Eighth Judicial Dist. Court*, 129 Nev. 394, 400, 302 P.3d 1148, 1153
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12 quotation marks omitted)). Compare NRS 116.31162(1)(b)(3)(II)(2017) (requiring an HOA to
13 disclose if tender of the superpriority portion of the lien has been made), with NRS 116.31162
14 (2013) (not requiring any such disclosure).

15 15. Since *Noonan*, the Supreme Court of Nevada has rejected on numerous occasions
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17 make a partial payment of the Association’s delinquent assessment lien. See *Mann St. Tr. v.*
18 *Elsinore Homeowners Ass’n*, 466 P.3d 540 (Nev. 2020); *Saticoy Bay, LLC Series 8320 Bermuda*
19 *Beach v. South Shores Community Association*, No. 80165, 2020 WL 6130913, at *1 (Nev. Oct.
20 16, 2020); *Saticoy Bay LLC 6408 Hillside Brook v. Mountain Gate Homeowners’ Association*,
21 No. 80134, 2020 WL 6129970, at *1 (Nev. Oct. 16, 2020); *Saticoy Bay, LLC, Series 8920 El*
22 *Diablo v. Silverstone Ranch Cmty. Ass’n*, No. 80039, 2020 WL 6129887, at *1 (Nev. Oct. 16,
23 2020); *Saticoy Bay, LLC, Series 3123 Inlet Bay v. Genevieve Court Homeowners Ass’n, Inc.*, No.
24 80135, 2020 WL 6130912, at *1 (Nev. Oct. 16, 2020); *LN Management LLC Series 4980*
25 *Droubay v. Squire Village at Silver Springs Community Association*, No. 79035, 2020 WL
26 6131470, at *1 (Nev. Oct. 16, 2020); *Cypress Manor Drive Trust v. The Foothills at Macdonald*
27 *Ranch Master Association*, No. 78849, 2020 WL 6131467, at *1 (Nev. Oct. 16, 2020); *Tangiers*
28 *Drive Trust v. The Foothills at Macdonald Ranch Master Association*, No. 78564, 2020 WL

6131435, at *1 (Nev. Oct. 16, 2020); *Saticoy Bay LLC, Series 11339 Colinward v. Travata and Montage*, No. 80162, 2020 WL 6129987, at *1 (Nev. Oct. 16, 2020). *LN Management LLC Series 2216 Saxton Hill, v. Summit Hills Homeowners Association*, No. 80436, 2021 WL 620513, at *1 (Nev. Feb. 16, 2021); *LN Management LLC Series 5246 Ferrell, v. Treasures Landscape Maintenance Association*, No. 80437, 2021 WL 620930, at *1 (Nev. Feb. 16, 2021); *Saticoy Bay, LLC, Series 3237 Perching Bird, v. Aliante Master Association*, No. 80760, 2021 WL 620978, at *1 (Nev. Feb. 16, 2021); *Saticoy Bay, LLC, Series 9157 Desirable v. Tapestry at Town Ctr. Homeowners Ass'n*, No. 80969, 2021 WL 620427, at *1 (Nev. Feb. 16, 2021).

16. In fact, the Supreme Court of Nevada has affirmed dismissal of the exact claims asserted against the Association in this matter. *See Saticoy Bay, LLC Series 8320 Bermuda Beach*, 2020 WL 6130913, at *1 ; *Saticoy Bay LLC 6408 Hillside Brook*, 2020 WL 6129970, at *1 ; *Saticoy Bay, LLC, Series 8920 El Diablo*, 2020 WL 6129887, at *1 ; *Saticoy Bay, LLC, Series 3123 Inlet Bay*, 2020 WL 6130912, at *1; *Saticoy Bay LLC, Series 11339 Colinward*, 2020 WL 6129987, at *1.

17. Additionally, the Supreme Court of Nevada has unanimously rejected Petitions for Rehearing in the afore-mentioned cases.

18. Finally, the Arbitrator expressly rejected Plaintiff's allegations in his Arbitrator's Decision.

19. Specifically, the Arbitrator held "Plaintiff has cited no statutory authority mandating the Defendant to make disclosure as to any attempted tender."

Plaintiff's Claim for Intentional/Negligent Misrepresentation.

20. In *Noonan*, Appellants' argued the lower court erred in awarding summary judgment in favor of the collection company on Appellants' claim for negligent misrepresentation. *Id.*

21. Appellants' claim for misrepresentation in *Noonan* was premised on the same allegations asserted by Plaintiff in this matter—that Hampton and Hampton failed to disclose an attempt to pay a portion of the Association's lien. *Id.*

22. The Supreme Court of Nevada affirmed the lower court's award of summary

1 judgment in favor of the collection company holding that “[s]ummary judgment was appropriate
2 on the negligent misrepresentation claim because Hampton neither made an affirmative false
3 statement **nor omitted a material fact it was bound to disclose.**” *Id.* (citing *Halcrow, Inc. v.*
4 *Eighth Judicial Dist. Court*, 129 Nev. 394, 400, 302 P.3d 1148, 1153 (2013) (providing the
5 elements for a negligent misrepresentation claim); *Nelson v. Heer*, 123 Nev. 217, 225, 163 P.3d
6 420, 426 (2007) (“[T]he suppression or omission of a material fact which a party is bound in
7 good faith to disclose is equivalent to a false representation.”(internal quotation marks omitted)).
8 *Compare* NRS 116.31162(1)(b)(3)(II)(2017) (requiring an HOA to disclose if tender of the
9 superpriority portion of the lien has been made), *with* NRS 116.31162 (2013) (not requiring any
10 such disclosure.) As such, Appellant’s argument that there was a misrepresentation by omission
11 fails because the Association did not “omit a material fact it was bound to disclose.” *Id.*

12 23. Since *Noonan*, the Supreme Court of Nevada has rejected Plaintiff’s claims of
13 misrepresentation on numerous occasions. *See Saticoy Bay, LLC Series 8320 Bermuda Beach*,
14 2020 WL 6130913, at *1 ; *Saticoy Bay LLC 6408 Hillside Brook*, 2020 WL 6129970, at *1 ;
15 *Saticoy Bay, LLC, Series 8920 El Diablo*, 2020 WL 6129887, at *1 ; *Saticoy Bay, LLC, Series*
16 *3123 Inlet Bay*, 2020 WL 6130912, at *1; *Saticoy Bay LLC, Series 11339 Colinward*, 2020 WL
17 6129987, at *1.

18 **Plaintiff’s Claim for Breach of Good Faith.**

19 24. The Supreme Court of Nevada has affirmed dismissal of the exact claim on
20 numerous occasions. *See Saticoy Bay, LLC Series 8320 Bermuda Beach*, 2020 WL 6130913, at
21 *1 (“In particular, appellant's claims for misrepresentation and **breach of NRS 116.1113** fail
22 because respondents had no duty to proactively disclose whether a superpriority tender had been
23 made”); *Saticoy Bay, LLC, Series 3123 Inlet Bay*, No. 80135, 2020 WL 6130912, at *1 (“In
24 particular, appellant's claims for misrepresentation and **breach of NRS 116.1113** fail because
25 respondents had no duty to proactively disclose whether a superpriority tender had been made”);
26 *LN Management LLC Series 4980 Droubay*, No. 79035, 2020 WL 6131470 (“We next conclude
27 that appellant failed to state a viable claim for breach of the duty of good faith and fair dealing
28 because such duty presupposes the existence of a contract. . . To the extent that appellant seeks to

base this claim on NRS 116.1113, we note that nothing in the applicable version of NRS 116.3116-.3117 imposes a duty on an HOA to disclose whether a superpriority tender had been made.”).

Plaintiff’s Claim for Civil Conspiracy.

25. Similar to the other claims asserted by Plaintiff in this action, the Supreme Court of Nevada has rejected this claim on numerous occasions. *See Saticoy Bay, LLC Series 8320 Bermuda Beach*, 2020 WL 6130913, at *1 ; *Saticoy Bay LLC 6408 Hillside Brook*, 2020 WL 6129970, at *1 ; *Saticoy Bay, LLC, Series 8920 El Diablo*, 2020 WL 6129887, at *1 ; *Saticoy Bay, LLC, Series 3123 Inlet Bay*, 2020 WL 6130912, at *1; *Saticoy Bay LLC, Series 11339 Colinward*, 2020 WL 6129987, at *1.

26. Specifically, the Supreme Court of Nevada held “because respondent did not do anything unlawful, appellant’s civil conspiracy claim necessarily fails. *See Consol. Generator-Nev., Inc. v. Cummins Engine Co.*, 114 Nev. 1304, 1311, 971 P.2d 1251, 1256 (1998) (providing that a civil conspiracy requires, among other things, a “concerted action, intend[ed] to accomplish an unlawful objective for the purpose of harming another”).”

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IT IS SO ORDERED this ____ day of July 2021. Dated this 20th day of July, 2021.

A1A 4E3 95B7 E9F0
Adriana Escobar
District Court Judge

Approved as to content and form:

ROGER P. CROTEAU & ASSOCIATES, LTD.

/s/ Christopher L. Benner
 Roger P. Croteau
 Nevada Bar No. 4958
 Christopher L. Benner
 Nevada Bar No. 8963
 2810 W. Charleston Blvd., Ste. 75
 Las Vegas, Nevada 89102
Attorney for Plaintiff

From: [Chris Benner](#)
To: [Chase Pittsenbarger](#); [Yalonda Dekle](#)
Subject: RE: Daisy Trust v. El Capitan Ranch LMA -Findings of Fact, Conclusions of Law
Date: Tuesday, July 20, 2021 2:17:06 PM
Attachments: [image001.png](#)

The additional facts are not dispositive, so leaving them out is fine, I just added them present the additional context for the final conclusion. In any case, you can remove them and submit with my e-signature.

Christopher L. Benner, Esq.
Roger P. Croteau & Associates
2810 Charleston Boulevard, No. H-75
Las Vegas, NV 89102
(702) 254-7775
chris@croteaulaw.com

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From: Chase Pittsenbarger <CPittsenbarger@lkglawfirm.com>
Sent: Monday, July 19, 2021 2:24 PM
To: Chris Benner <chris@croteaulaw.com>; Yalonda Dekle <ydekle@lkglawfirm.com>
Subject: RE: Daisy Trust v. El Capitan Ranch LMA -Findings of Fact, Conclusions of Law

Chris,

I will agree to everything but the addition of paragraphs 1-10 to the findings of fact. Let me know.



Chase Pittsenbarger
Attorney
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Phone: (702) 538-9074
Fax: (702) 538-9113

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Website: <http://lkglawfirm.com/>

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From: Chris Benner <chris@croteaulaw.com>
Sent: Tuesday, July 13, 2021 7:42 AM
To: Yalonda Dekle <ydekle@lkglawfirm.com>; Chase Pittsenbarger <CPittsenbarger@lkglawfirm.com>
Subject: RE: Daisy Trust v. El Capitan Ranch LMA -Findings of Fact, Conclusions of Law

Sorry for the delay, I added some additional facts and made some minor format edits.
If acceptable, please feel free to use my e-signature.

Christopher L. Benner, Esq.
Roger P. Croteau & Associates
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Las Vegas, NV 89102
(702) 254-7775
chris@croteaulaw.com

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From: Yalonda Dekle <ydekle@lkglawfirm.com>
Sent: Wednesday, July 07, 2021 3:19 PM
To: Chris Benner <chris@croteaulaw.com>
Cc: Chase Pittsenbarger <CPittsenbarger@lkglawfirm.com>
Subject: Daisy Trust v. El Capitan Ranch LMA -Findings of Fact, Conclusions of Law

Good afternoon Mr. Benner:

Please find attached a Findings of Fact, Conclusions of Law in the above-entitled matter. Please review and advise if you have any revisions. Also, please advise if we may use your e-signature to submit to the department.

Thank you.

Our Las Vegas and Reno offices are currently closed to clients and visitors in order to comply with best practices for minimizing the spread of COVID-19. LKG is committed to serving our clients and will continue to operate during this period, but most of our attorneys and staff are working remotely and there may be a delay in responses. The best way to contact us is by e-mail. You may also e-mail our offices at info@lkglawfirm.com.

-



Yalonda Dekle
Legal Assistant
Leach Kern Gruchow Anderson Song

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-

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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Daisy Trust, Plaintiff(s)

CASE NO: A-19-789674-C

7 vs.

DEPT. NO. Department 14

8 El Capitan Ranch Landscape
9 Maintenance Association,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 7/20/2021

16 Roger Croteau	croteaulaw@croteaulaw.com
17 Croteau Admin	receptionist@croteaulaw.com
18 Sean Anderson	sanderson@lkglawfirm.com
19 Robin Callaway	rcallaway@lkglawfirm.com
20 Patty Gutierrez	pgutierrez@lkglawfirm.com
21 T. Pittsenbarger	cpittsenbarger@lkglawfirm.com
22 Yalonda Dekle	ydekle@lkglawfirm.com
23 Christopher Benner	chris@croteaulaw.com
24 Matt Pawlowski	matt@croteaulaw.com

25
26
27
28

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

July 08, 2020

A-19-789674-C Daisy Trust, Plaintiff(s)
vs.
El Capitan Ranch Landscape Maintenance Association, Defendant(s)

**July 08, 2020 10:30 AM Mandatory Rule 16
Conference**

HEARD BY: Escobar, Adriana

COURTROOM: RJC Courtroom 14C

COURT CLERK: Denise Husted

RECORDER: Sandra Anderson

REPORTER:

PARTIES

PRESENT: Glover, Chet A. Attorney
Pittsenbarger, Timothy C. Attorney

JOURNAL ENTRIES

- Case involves intentional misconduct with trial to last two to three days. Mr. Glover requested that deadlines be extended due to COVID-19. Mr. Pittsenbarger did not concur. The Court informed counsel the deadlines will be extended an additional sixty days. Colloquy regarding settlement discussions. COURT ORDERED, deadlines as follows: Discovery Cut Off, 4/29/21; Amend Pleadings and Add Parties, 1/27/21; Initial Disclosure, 1/27/21/ Rebuttal Disclosure, 2/26/21 Dispositive Motions, 5/27/21; Trial Ready Date, 7/26/21. COURT FURTHER ORDERED, trial and status check dates SET.

5/18/21 9:30 AM STATUS CHECK: SETTLEMENT PROGRESS

8/19/21 9:30 AM CALENDAR CALL

9/7/21 9:30 AM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

May 18, 2021

A-19-789674-C Daisy Trust, Plaintiff(s)
vs.
El Capitan Ranch Landscape Maintenance Association, Defendant(s)

May 18, 2021 10:00 AM Status Check

HEARD BY: Escobar, Adriana **COURTROOM:** RJC Courtroom 14C

COURT CLERK: Nylasia Packer

RECORDER: Stacey Ray

REPORTER:

PARTIES

PRESENT: Pittsenbarger, Timothy C. Attorney

JOURNAL ENTRIES

- Christopher Benner, Esq. present.

Upon Court's inquiry, parties are conducting discovery and working through a discovery dispute and do not believe settlement discussion will be fruitful. Colloquy. COURT ORDERED, parties to schedule and settlement conference and send a detailed e-mail to the Judicial Executive Assistant (JEA) and Law Clerk stating who the settlement is with, where, when, and the time. FURTHER ORDERED, status check SET.

06/16/21 STATUS CHECK: SETTLEMENT CONFERENCE (CHAMBERS CALENDAR)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Intentional Misconduct

COURT MINUTES

June 29, 2021

A-19-789674-C	Daisy Trust, Plaintiff(s) vs. El Capitan Ranch Landscape Maintenance Association, Defendant(s)
---------------	--

June 29, 2021	9:30 AM	Motion for Summary Judgment
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HEARD BY: Escobar, Adriana

COURTROOM: RJC Courtroom 14C

COURT CLERK: Nicole McDevitt

RECORDER: Stacey Ray

REPORTER:

PARTIES

PRESENT:	Pittsenbarger, Timothy C.	Attorney
-----------------	---------------------------	----------

JOURNAL ENTRIES

- All appearances made via the BlueJeans Videoconferencing Application

Arguments by counsel regarding the merits of and opposition to the motion. COURT ORDERED, El Capitan Ranch Landscape Maintenance Association's Motion for Summary Judgment GRANTED. Mr. Pittsenbarger to prepare the order and submit it to opposing counsel for approval as to form and content. Court directed Mr. Pittsenbarger to include in the order the findings in his pleadings.



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

ROGER P. CROTEAU, ESQ.
2810 W. CHARLESTON BLVD., STE. 75
LAS VEGAS, NV 89102

DATE: August 20, 2021
CASE: A-19-789674-C

RE CASE: DAISY TRUST vs. EL CAPITAN RANCH LANDSCAPE MAINTENANCE ASSOCIATION

NOTICE OF APPEAL FILED: August 18, 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, CONCLUSIONS OF LAW;
NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW; DISTRICT COURT
MINUTES; NOTICE OF DEFICIENCY

DAISY TRUST,

Plaintiff(s),

vs.

EL CAPITAN RANCH LANDSCAPE
MAINTENANCE ASSOCIATION,

Defendant(s),

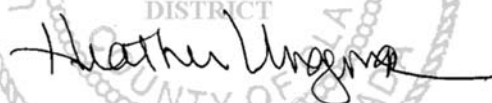
Case No: A-19-789674-C

Dept No: XIV

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 20 day of August 2021.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk