

IN THE SUPREME COURT OF THE STATE OF NEVADA

<p>DAISY TRUST, A NEVADA TRUST,</p> <p style="text-align: center;">Appellant,</p> <p>v.</p> <p>EL CAPITAN RANCH LANDSCAPE MAINTENANCE ASSOCIATION, A DOMESTIC NEVADA NON-PROFIT CORPORATION</p> <p style="text-align: center;">Respondents.</p>	<p>No.: 83404</p> <p style="text-align: center;">DOCKETING STATEMENT CIVIL APPEALS</p>
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Sep 10 2021 03:01 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

GENERAL INFORMATION

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department 14

County Clark Judge The Honorable Adriana Escobar

District Ct. Case No. A-19-789674-C

2. Attorney filing this docketing statement:

Attorney Christopher L. Benner Telephone (702) 254-7775

Firm Roger P. Croteau & Associates

Address: 2810 W. Charleston Blvd, Suite 75, Las Vegas, Nevada 89102

Client(s) DAISY TRUST

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Sean L. Anderson; T. Chase Pittsenbarger

Telephone (702) 538-9074

Firm Leach Kern Gruchow Anderson Song

Address: 2525 Box Canyon Drive, Las Vegas, Nevada 89128

Client(s) El Capitan Ranch

4. Nature of disposition below (check all that apply):

- ☐ Judgment after bench trial
- ☐ Judgment after jury verdict
- ☒ Summary judgment
- ☐ Default judgment
- ☐ Grant/Denial of NRCP 60(b) relief
- ☐ Grant/Denial of injunction
- ☐ Grant/Denial of declaratory relief
- ☐ Review of agency determination

- ☐ Other disposition (specify): _____
- ☐ Dismissal
- ☐ Lack of jurisdiction
- ☐ Failure to state a claim
- ☐ Failure to prosecute
- ☐ Other (specify): _____
- ☐ Divorce Decree:
- ☐ Original ☐ Modification

5. Does this appeal rise issues concerning any of the following? No

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None.

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (*e.g.* bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None

8. Nature of the action. Briefly describe the nature of the action and the result below:

The action relates to real property that was the subject of a homeowners' association lien foreclosure sale pursuant to NRS Chapter 116. Plaintiff's Complaint asserts three causes of action against the HOA: (1) intentional, or alternatively negligent misrepresentation; (2) breach of duty of good faith; and (3) conspiracy. Pursuant to its Complaint, Appellant seeks damages resulting from the HOA's failure to disclose the fact that a secured lender had "tendered" and satisfied the superpriority portion of the HOA's lien that was foreclosed upon.

The district court granted summary judgment to the HOA. Appellant appeals from the district court's Order Granting Respondent's Motion for Summary Judgment as to the Complaint.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Pursuant to NRS Chapter 116 and NRS 116.1113, does the HOA by and through its agent, the HOA Trustee, owe a duty of good faith and candor in its conducting of the NRS Chapter 116

foreclosure sale? Specifically, are the HOA, and HOA Trustee as the HOA;s agent, required to disclosed to interested bidders, upon inquiry, that a portion of the lien being foreclosed upon has been partially satisfied prior to the sale? If they do have any obligation of good faith and candor it their dealings at the HOA Foreclosure Sale, does that obligation extend to NRS Chapter 116 foreclosure sale bidders and purchasers?

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

- a) SATICOY BAY, LLC SER. 5413 BRISTOL BEND CT. VS. NEV. ASS'N SERVS., INC., 78433
- b) SATICOY BAY, LLC SER. 1330 CRYSTAL HILL VS. TRIPOLY AT STEPHANIE HOA, 79778
- c) SATICOY BAY, LLC, SER. 8920 EL DIABLO VS. SILVERSTONE RANCH CMTY. ASS'N, 80039
- d) SATICOY BAY, LLC, SER. 6408 HILLSIDE BROOK VS. MOUNTAIN GATE HOA, 80134
- e) SATICOY BAY, LLC, SER. 3123 INLET BAY VS. GENEVIEVE CT. HOA, 80135
- f) SATICOY BAY, LLC, SER. 11339 COLINWARD VS. TRAVATA AND MONTAGE AT SUMMERLIN CENTRE HOA, 80162
- g) SATICOY BAY, LLC, SER. 8320 BERMUDA BEACH VS. S. SHORES CMTY. ASS'N, 80165
- h) SATICOY BAY, LLC, SER. 3984 MEADOW FOXTRAIL DR. VS. SUNRISE RIDGE MASTER HOA, 80204
- i) SATICOY BAY LLC SER. 3237 PERCHING BIRD VS. ALIANTE MASTER ASS'N, 80760
- j) SATICOY BAY, LLC, SER. 9157 DESIRABLE VS. TAPESTRY AT TOWN CTR. HOA, 80969
- k) 8680 FLORISSE CT TR. VS. AVIARA HOA, 81197
- l) SATICOY BAY LLC SER. 10007 LIBERTY VIEW VS. S. TERRACE HOA, 81264
- m) HITCHEN POST DRIVE TRUST VS. S. VALLEY RANCH HOA, 81225
- n) ICKWORTH COURT TRUST VS. WILLOW CREEK COMMUNITY ASS'N, 81398
- o) SATICOY BAY LLC SER. 6212 LUMBER RIVER VS. PECOS-PARK SUNFLOWER ASS'N, 81679

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

- ☒ N/A
- ☐ Yes
- ☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues? No

- ☐ Reversal of well-settled Nevada precedent (identify the case(s))
- ☐ An issue arising under the United States and/or Nevada Constitutions
- ☐ A substantial issue of first impression
- ☐ An issue of public policy
- ☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
- ☐ A ballot question

Is so, explain

13. Assignment to the Court of Appeals or retention in the Supreme Court. Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the court of Appeals, identify the specific issue(s) or circumstances(s) that warrant retaining the case, and include an explanation of their importance or significance:

The matter does not fall into any of the categories in NRCP 17(a) or (b).

14. Trial. If this action proceeded to trial, how many days did the trial last? N/A

Was it a bench or jury trial? _____

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in the appeal? If so, which Justice?

No.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from: July 20th, 2021

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

Date written notice of entry of judgment or order was served: July 21st, 2021

Was service by:

- ☐ Delivery

☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion and the date of filing.

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v Washington, 126 Nev. ____, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____
Was Service by:

☐ Delivery

☐ Mail/Electronic/Fax

19. Date notice of appeal filed: August 18th, 2021.

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other: NRAP 4(a)(1).

SUBSTANTIVE APPEALABILITY

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

☒ NRAP 3A(b)(1) ☐ NRS 38.205

☐ NRAP 3A(b)(2) ☐ NRS 233B.150

☐ NRAP 3A(b)(3) ☐ NRS 703.376

☐ Other (specify) _____

(b) Explain how each authority provides a basis for appeal from the judgment or order.

Appellant is appealing from the granting of the Respondent's Motion for Summary Judgment.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Plaintiff/Appellant: DAISY TRUST, A NEVADA TRUST,

Defendant/Respondents: EL CAPITAN RANCH LANDSCAPE MAINTENANCE
ASSOCIATION, A DOMESTIC NEVADA NON-PROFIT CORPORATION

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in the appeal, e.g. formally dismissed, not served, or other:

N/A

23. Give a brief description (3 or 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

Appellant's Complaint sets forth (1) intentional, or alternatively negligent misrepresentation; (2) breach of duty of good faith; and (3) conspiracy. Each of these claims were formally disposed against the HOA on July 20, 2021 via Order Granting El Capitan Ranch Landscape Maintenance Association's Motion for Summary Judgment. No other claims by any other party were made.

24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☒ Yes

☐ No

25. If you answered "No" to question 24, complete the following:

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

N/A

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

DAISY TRUST
Name of appellant

Christopher L. Benner
Name of counsel of record

September 10, 2021
Date

/s/Christopher L. Benner, Esq
Signature of counsel of record

Clark County, Nevada
State and county where signed

CERTIFICATE OF SERVICE

I certify that on September 10, 2021, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

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

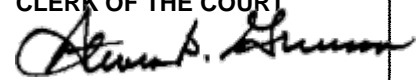
September 10, 2021,

/s/ Joe Koehle

An employee of Roger P. Croteau & Associates

EXHIBIT 1

EXHIBIT 1



COMP
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DISTRICT COURT
CLARK COUNTY, NEVADA

DAISY TRUST, a Nevada trust,
Plaintiff,

Case No. **A-19-789674-C**
Dept. No. Department 14

vs.

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

COMPLAINT

COMES NOW, Plaintiff Daisy Trust, by and through its attorneys, ROGER P. CROTEAU & ASSOCIATES, LTD., and hereby complains and alleges against Defendants as follows:

PARTIES AND JURISDICTION

1. Plaintiff, Daisy Trust, ("*Trust*") is a Nevada trust, authorized to do business and doing business in the County of Clark, State of Nevada.
2. Resources Group, LLC, a Nevada limited liability company, as Trustee for the Trust, is authorized to do business and is doing business in the County of Clark, State of Nevada.
3. Daisy Trust is the current owner of real property located at 8721 Country Pines Avenue, Las Vegas, Nevada 89129 (APN 138-08-611-076) (the "*Property*").

- 1 4. Daisy Trust acquired title to Property by Foreclosure Deed dated September 11 2012, by and
2 through a homeowners association lien foreclosure sale on September 5, 2012 (“*HOA*
3 *Foreclosure Sale*”), conducted by Alessi & Koenig, LLC, a domestic limited liability
4 company, authorized to do business and doing business in Clark County, State of Nevada, at
5 the time of the HOA Foreclosure Sale, but as of the filing of this Complaint, the entity is
6 “dissolved” (“*HOA Trustee*”), on behalf of El Capitan Ranch Landscape Maintenance
7 Association, a Nevada domestic non-profit corporation (“*HOA*”).
- 8 5. Upon information and belief, HOA is a Nevada common interest community association or
9 unit owners’ association as defined in NRS 116.011, is organized and existing under the laws
10 of the State of Nevada, and transacts business in the State of Nevada.
- 11 6. Upon information and belief, HOA Trustee is a debt collection agency doing business in the
12 State of Nevada, and is organized and existing under the laws of the State of Nevada.
- 13 7. Venue is proper in Clark County, Nevada pursuant to NRS 13.040.
- 14 8. The exercise of jurisdiction by this Court over the parties in this civil action is proper
15 pursuant to NRS 14.065.

16 **GENERAL ALLEGATIONS**

- 17 9. Under Nevada law, homeowner’s associations have the right to charge property owners
18 residing within the community assessments to cover the homeowner’s associations’ expenses
19 for maintaining or improving the community, among other things.
- 20 10. When the assessments are not paid, the homeowner’s association may impose a lien against
21 real property which it governs and thereafter foreclose on such lien.
- 22 11. NRS 116.3116 makes a homeowner’s association’s lien for assessments junior to a first deed
23 of trust beneficiary’s secured interest in the property, with one limited exception; a
24 homeowner’s association’s lien is senior to a deed of trust beneficiary’s secured interest “to
25 the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312
26 and to the extent of the assessments for common expenses based on the periodic budget

27 ///

28 ///

1 adopted by the association pursuant to NRS 116.3115 which would have become due in the
2 absence of acceleration during the 9 months immediately preceding institution of an action to
3 enforce the lien.” NRS 116.3116(2)(c).

4 12. In Nevada, when a homeowners association properly forecloses upon a lien containing a
5 super-priority lien component, such foreclosure extinguishes a first deed of trust.

6 13. On or about December 24, 1996, Patricia Butler, an unmarried woman, (*“the Former*
7 *Owner*”) purchased the Property.

8 14. On or about December 22, 2005, the Former Owner obtained a loan and entered into a deed
9 of trust with First Magnus Financial Corporation. (*“Magnus”* and/or *“Lender”*) recorded
10 against the Property on January 10, 2006, for the loan amount of \$264,750.00 (the *“Deed of*
11 *Trust”*). The Deed of Trust provides that Mortgage Electronic Registration Services
12 (*“MERS”*) is beneficiary, as nominee for Lender and Lender’s successors and assigns. The
13 Deed of Trust was in the amount of \$264,750.00, and the Deed of Trust was recorded in the
14 Clark County Recorder’s office on January 10, 2006.

15 15. The Former Owner executed a Planned Unit Development Rider along with the Deed of
16 Trust, effective as of December 22, 2005.

17 **The HOA Lien and Foreclosure**

18 16. Upon information and belief, the Former Owner of the Property failed to pay to HOA all
19 amounts due to pursuant to HOA’s governing documents.

20 17. Accordingly, on March 31, 2010, HOA, through HOA Trustee, recorded a Notice of
21 Delinquent Assessment Lien (*“HOA Lien”*). The HOA Lien stated that the amount due to the
22 HOA was \$643.00, plus accruing assessments, interest, costs and attorney’s fees.

23 18. On June 16, 2010, HOA, through HOA Trustee, recorded a Notice of Default and Election to
24 Sell (*“NOD”*) against the Property. The NOD stated the amount due to the HOA was
25 \$1,703.00 as of May 13, 2010, plus accruing assessments, interest, costs and attorney’s fees.

26 19. On June 18, 2010, the HOA Trustee mailed to BAC Home Loans Servicing, LP, fka
27 Countrywide Home Loans Bank, that eventually by merger was assigned to Bank of America,
28 N.A. (*“BANA”*), the NOD.

20. Upon information and belief, after the NOD was recorded, on June 16, 2010, BANA, by and through its agent, contacted the HOA Trustee and requested a ledger identifying the super-priority lien amount comprising of 9 months of delinquent assessments that were owed to the HOA prior to the filing of the HOA Lien ("*Super-Priority Lien Amount*").
21. Upon information and belief, in response to BANA's request sent to the HOA Trustee requesting a ledger identifying the Super-Priority Lien Amount, the HOA Trustee provided an "amended demand on behalf of [the HOA]... through August 22, 2011" dated July 21, 2011, to BANA or its agent identifying that \$2,641.00 was due through August 22, 2011.
22. Upon information and belief, on September 23, 2010, BANA, through Miles, Bauer, Bergstrom & Winter, LLP ("*Miles Bauer*"), provided a payment of \$58.50 to the HOA Trustee, which allegedly included payment of up to nine months of delinquent assessments prior to the HOA Lien comprising the Super-Priority Lien Amount (the "*Attempted Payment*").
23. Upon information and belief, HOA Trustee, on behalf of the HOA, rejected BANA's Attempted Payment of \$58.50.
24. On August 2, 2012, HOA Trustee, as agent for the HOA, recorded a Notice of Foreclosure Sale against the Property ("*NOS*"). The NOS provided that the total amount due the HOA was \$2,641.00 and set a sale date for the Property of September 5, 2012, at 2:00 P.M., to be held at 9500 W. Flamingo Road, Suite 205, Las Vegas, Nevada 89147.
25. On September 5, 2012, HOA Trustee then proceeded to non-judicial foreclosure sale on the Property and recorded a Foreclosure Deed on September 11, 2012 ("*HOA Foreclosure Deed*"), which stated that the HOA Trustee sold the HOA's interest in the Property to the Plaintiff at the HOA Foreclose Sale for the highest bid amount of \$3,700.00.
27. Upon information and belief, after the NOD was recorded, BANA, the purported holder of the Deed of Trust recorded against the Property, through its counsel, Miles Bauer, contacted HOA Trustee and HOA and requested adequate proof of the super priority amount of assessments by providing a breakdown of nine (9) months of common HOA assessments as

of the HOA Lien in order for BANA to calculate the Super Priority Lien Amount in an ostensible attempt to determine the Super-Priority Lien Amount.

28. In none of the recorded documents, nor in any other notice recorded with the Clark County Recorder's Office, did the HOA and/or HOA Trustee specify or disclose that any individual or entity, including but not limited to BANA, had attempted to pay any portion of the HOA Lien in advance of the HOA Foreclosure Sale.
29. Plaintiff appeared at the HOA Foreclosure Sale and presented the prevailing bid in the amount of \$3,700.00, thereby purchasing the Property for said amount.
30. Neither HOA nor HOA Trustee informed or advised the bidders and potential bidders at the HOA Foreclosure Sale, either orally or in writing, that any individual or entity had attempted to pay the Super-Priority Lien Amount.
31. Upon information and belief, the debt owed to Lender by the Former Owner of the Property pursuant to the loan secured by the Deed of Trust significantly exceeded the fair market value of the Property at the time of the HOA Foreclosure Sale.
32. Upon information and belief, Lender alleges that its Attempted Payment of the Super-Priority Lien Amount served to satisfy and discharge the Super-Priority Lien Amount, thereby changing the priority of the HOA Lien vis a vis the Deed of Trust.
33. Upon information and belief, Lender alleges that as a result of its Attempted Payment of the Super-Priority Lien Amount, the purchaser of the Property at the HOA Foreclosure Sale acquired title to the Property subject to the Deed of Trust.
34. Upon information and belief, if the bidders and potential bidders at the HOA Foreclosure Sale were aware that an individual or entity had attempted to pay the Super-Priority Lien Amount and/or by means of the Attempted Payment prior to the HOA Foreclosure Sale and that the Property was therefore ostensibly being sold subject to the Deed of Trust, the bidders and potential bidders would not have bid on the Property.
35. Had the Property not been sold at the HOA Foreclosure Sale, HOA and HOA Trustee would not have received payment, interest, fees, collection costs and assessments related to the Property would have remained unpaid.

36. HOA Trustee acted as an agent of HOA.

37. HOA is responsible for the actions and inactions of HOA Trustee pursuant to the doctrine of respondeat superior.

38. HOA and HOA Trustee conspired together to hide material information related to the Property: the HOA Lien; the Attempted Payment of the Super-Priority Lien Amount; the rejection of such payment or Attempted Payment; and the priority of the HOA Lien vis a vis the Deed of Trust, from the bidders and potential bidders at the HOA Foreclosure Sale.

39. The information related to any Attempted Payment or payments made by Lender, the homeowner or others to the Super Priority Lien Amount was not recorded and would only be known by BANA, Lender, the HOA and HOA Trustees.

40. The Super-Priority Lien Amount should have included the 9 months of assessments immediately proceeding the filing of the HOA Lien.

41. The Property was subject to the HOA's governing documents.

42. The Former Owner failed to pay the HOA.

43. Upon information and belief, HOA and HOA Trustee conspired to withhold and hide the aforementioned information for their own economic gain to the detriment of the bidders and potential bidders at the HOA Foreclosure Sale.

44. Lender first disclosed BANA's Attempted Payment to the HOA Trustee in Lender's First Supplemental NRCP 16.1 Disclosure, electronically filed on February 19, 2016, in *Lender v. Plaintiff, HOA and HOA Trustee*, filed in District Court, Clark County, Nevada as Case No. A-15-717806-C (the "*Case*"), plus three days for mailing providing a discovery date of February 22, 2016 ("*Discovery*").

FIRST CAUSE OF ACTION

(Intentional, or Alternatively Negligent, Misrepresentation

Against the HOA and HOA Trustee)

45. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 44 hereof as if set forth fully herein.

- 1 46. At no point in time did HOA or HOA Trustee disclose to the bidders and potential bidders at
2 the HOA Foreclosure Sale the fact that any individual or entity had attempted to pay the
3 Super-Priority Lien Amount.
- 4 47. By rejecting the Attempted Payment of the Super-Priority Lien Amount from Lender and/or
5 Miles Bauer, HOA Trustee provided itself with the opportunity to perform and profit from
6 many additional services on behalf of HOA related the Property and proceedings related to
7 the HOA Foreclosure Sale.
- 8 48. By rejecting the Attempted Payment of the Super-Priority Lien Amount from Lender and/or
9 Miles Bauer, HOA received funds in satisfaction of the entire HOA Lien, rather than only the
10 Super-Priority Lien Amount.
- 11 49. Consequently, HOA and HOA Trustee received substantial benefit as a result of their
12 rejection of the Attempted Payment of the Super-Priority Lien Amount from Lender and
13 intentionally failing to disclose that information to the Plaintiff or the other bidders.
- 14 50. Neither HOA nor HOA Trustee recorded any notice nor provided any written or oral
15 disclosure to the bidders and potential bidders at the HOA Foreclosure Sale regarding any
16 Attempted Payment of the Super-Priority Lien Amount by Lender or any individual or entity.
- 17 51. HOA and HOA Trustee desired that the bidders and potential bidders at the HOA Foreclosure
18 Sale believe that the HOA Lien included amounts entitled to super-priority over the Deed of
19 Trust and that the Deed of Trust would thus be extinguished as a result of the HOA
20 Foreclosure Sale for their own economic gain.
- 21 52. As a result of their desire that the bidders and potential bidders at the HOA Foreclosure Sale
22 believe that the HOA Lien included amounts entitled to super-priority over the Deed of Trust
23 and that the Deed of Trust would thus be extinguished as a result of the HOA Foreclosure
24 Sale, HOA and HOA Trustee intentionally failed to disclose material information related to
25 the Attempted Payment of the Super-Priority Lien Amount by Lender and did so for their
26 own economic gain.
- 27 53. Alternatively, HOA and HOA Trustee grossly were negligent by failing to disclose material
28 information related to the Attempted Payment of the Super-Priority Lien Amount.

- 1 54. Upon information and belief, if HOA Trustee and/or HOA had disclosed the Attempted
2 Payment of the Super-Priority Lien Amount to the bidders and potential bidders at the HOA
3 Foreclosure Sale, such bidders and potential bidders would not have bid upon the Property at
4 the HOA Foreclosure Sale.
- 5 55. Given the facts of this case now known to Plaintiff, Plaintiff would not have bid on the
6 Property.
- 7 56. Upon information and belief, if the Property had not been sold at the HOA Foreclosure Sale,
8 HOA would not have received funds in satisfaction of the HOA Lien.
- 9 57. Upon information and belief, if the Property had not been sold at the HOA Foreclosure Sale,
10 HOA Trustee would not have received payment for the work that it performed on behalf of
11 HOA in association with the HOA Foreclosure Sale and related proceedings.
- 12 58. Plaintiff attended the sale as a ready and willing, and able buyer.
- 13 59. Plaintiff would not have purchased the Property if it had been informed that any individual or
14 entity had paid or attempted to pay the Super-Priority Lien Amount in advance of the HOA
15 Foreclosure Sale.
- 16 60. As a direct result of HOA and HOA Trustee's acceptance of a payment or Attempted
17 Payment of the Super-Priority Lien Amount and their subsequent intentional or grossly
18 negligent failure to advise the bidders and potential bidders at the HOA Foreclosure Sale of
19 the facts related thereto, Plaintiff presented the prevailing bid at the HOA Foreclosure Sale
20 and thereby purchased the Property.
- 21 61. HOA and HOA Trustee each profited from their intentional and/or negligent
22 misrepresentations and material omissions at the time of the HOA Foreclosure Sale by failing
23 and refusing to disclose the Attempted Payment of the Super-Priority Lien Amount.
- 24 62. HOA and HOA Trustee materially misrepresented facts by hiding and failing to advise
25 bidders and potential bidders at the HOA Foreclosure Sale of information known solely to the
26 HOA and/or HOA Trustee that was not publicly available which ostensibly changed the
27 priority of Deed of Trust vis a vis the HOA Lien.
28

- 1 63. Lender, BANA, HOA and HOA Trustee solely possessed information related to the
2 Attempted Payment of the Super-Priority Lien Amount prior to and at the time of the HOA
3 Foreclosure Sale, and intentionally withheld such information for their own economic gain.
- 4 64. Alternatively, HOA and HOA Trustee were gross negligent when it withheld information
5 related to the Attempted Payment of the Super-Priority Lien Amount.
- 6 65. Plaintiff reasonably relied upon HOA and HOA Trustee's intentional or grossly negligent
7 failure to disclose the Attempted Payment of the Super-Priority Lien Amount.
- 8 66. HOA and HOA Trustee intended that bidders and potential bidders at the HOA Foreclosure
9 Sale would rely on the lack of notice of the Attempted Payment of the Super-Priority Lien
10 Amount at the time of the HOA Sale and that their failure to disclose such information would
11 promote the sale of the Property.
- 12 67. HOA and HOA Trustee further intended that their failure of refusal to inform bidders and
13 potential bidders at the HOA Foreclosure Sale of the Attempted Payment of the Super-
14 Priority Lien Amount would lead such bidders and potential bidders to believe that the Deed
15 of Trust was subordinate to the HOA Lien.
- 16 68. The HOA and the HOA Trustee had a duty to disclose the Attempted Payment of the Super-
17 Priority Lien Amount.
- 18 69. The HOA and the HOA Trustee breached that duty to disclose to Plaintiff.
- 19 70. As a result of the HOA and HOA Trustee's breach of its duty of care to bidders at he HOA
20 Foreclosure Sale for its own economic gain, Plaintiff has been economically damaged in
21 many aspects.
- 22 71. If the Property is subject to the Deed of Trust, the funds paid by Plaintiff Trust to purchase,
23 maintain, operate, litigate various cases and generally manage the Property would be lost
24 along with the lost opportunity of purchasing other available property offered for sale where a
25 super priority payment had not been attempted, thereby allowing Plaintiff the opportunity to
26 purchase a property free and clear of the deed of trust and all other liens.
- 27 72. As a direct and proximate result of the actions of the Defendants, it has become necessary for
28 Plaintiff to retain the services of an attorney to protect its rights and prosecute this Claim.

1 73. Plaintiff reserves the right to amend this Complaint under the Nevada Rules of Civil
2 Procedure as further facts become known.

3 **SECOND CAUSE OF ACTION**

4 **(Breach of the Duty of Good Faith Against the HOA and HOA Trustee)**

5 74. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 73
6 as if set forth fully herein.

7 75. NRS 116.113 provides that every duty governed by NRS 116, Nevada's version of the
8 Common-Interest Ownership Uniform Act, must be performed in good faith.

9 76. Prior to the HOA Foreclosure Sale of the Property, Lender purports to have obtained
10 evidence detailing Super-Priority Lien Amount.

11 77. Thereafter, Lender, by and through Miles Bauer attempted to pay the Super-Priority Lien
12 Amount by the Attempted Payment and/or HOA or HOA Trustee.

13 78. Upon information and belief, HOA Trustee, acting on behalf of HOA, rejected the Attempted
14 Payment.

15 79. HOA and HOA Trustee's rejection of the Attempted Payment and subsequent failure and
16 refusal to inform the bidders and potential bidders at the HOA Foreclosure Sale served to
17 breach their duty of good faith dealings pursuant to NRS 116, to the Plaintiff.

18 80. By virtue of its actions and inactions, HOA and HOA Trustee substantially benefitted to the
19 detriment of the Plaintiff.

20 81. As a direct and proximate result of the actions of the Defendants, it has become necessary for
21 Plaintiff to retain the services of an attorney to protect its rights and prosecute this Claim.

22 82. Plaintiff reserves the right to amend this Complaint under the Nevada Rules of Civil
23 Procedure as further facts become known.

24 **THIRD CAUSE OF ACTION**

25 **(Conspiracy)**

26 83. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through
27 82 as if set forth fully herein.

28

- 1 84. HOA and HOA Trustee knew or should have known of BANA's Attempted Payment of the
2 Super-Priority Lien Amount.
- 3 85. Upon information and belief, acting together, Defendants reached an implicit or express
4 agreement amongst themselves whereby they agreed to withhold the information concerning
5 the Attempted Payment of the Super-Priority Lien Amount from bidders and potential
6 bidders at the HOA Foreclosure Sale.
- 7 86. Defendants knew or should have known that their actions and omissions would injure the
8 successful bidder and purchaser of the Property and benefit HOA and HOA Trustee. To
9 further their conspiracy, upon information and belief, Defendants rejected the Attempted
10 Payment for the purpose of obtaining more remuneration that they would have otherwise
11 obtained by providing notice to potential bidders at the HOA Foreclosure Sale of the
12 Attempted Payment.
- 13 87. As a direct and proximate result of the actions of the Defendants, it has become necessary for
14 Plaintiff to retain the services of an attorney to protect its rights and prosecute this Claim.
- 15 88. Plaintiff reserves the right to amend this Complaint under the Nevada Rules of Civil
16 Procedure as further facts become known.
- 17 WHEREFORE, Plaintiff prays for relief as follows:
- 18 1. For damages to be proven at trial in excess of \$15,000;
19 2. For punitive damages in an amount to be determined at trial;
20 3. For an award of reasonable attorneys' fees as special damages, and otherwise
21 under Nevada law;

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- 1 4. For pre-judgment and post-judgment interest at the statutory rate of interest; and
2 5. For such other and further relief that the Court deems just and proper.

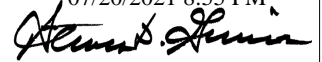
3 DATED this 19th day of February, 2019.

4 ROGER P. CROTEAU & ASSOCIATES, LTD.

5
6 /s/ Roger P. Croteau
7 ROGER P. CROTEAU, ESQ.
8 Nevada Bar No. 4958
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10 Las Vegas, Nevada 89102
11 (702) 254-7775
12 *Attorney for Plaintiff*
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EXHIBIT 2

EXHIBIT 2


CLERK OF THE COURT

1 **FFCL**
2 **LEACH KERN GRUCHOW**
3 **ANDERSON SONG**
4 **SEAN L. ANDERSON**
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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
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

1 base this claim on NRS 116.1113, we note that nothing in the applicable version of NRS
2 116.3116-.3117 imposes a duty on an HOA to disclose whether a superpriority tender had been
3 made.”).

4 **Plaintiff’s Claim for Civil Conspiracy.**

5 25. Similar to the other claims asserted by Plaintiff in this action, the Supreme Court
6 of Nevada has rejected this claim on numerous occasions. *See Saticoy Bay, LLC Series 8320*
7 *Bermuda Beach*, 2020 WL 6130913, at *1 ; *Saticoy Bay LLC 6408 Hillside Brook*, 2020 WL
8 6129970, at *1 ; *Saticoy Bay, LLC, Series 8920 El Diablo*, 2020 WL 6129887, at *1 ; *Saticoy*
9 *Bay, LLC, Series 3123 Inlet Bay*, 2020 WL 6130912, at *1; *Saticoy Bay LLC, Series 11339*
10 *Colinward*, 2020 WL 6129987, at *1.

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

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1 **THEREFORE, IT IS HEREBY ORDERED** that the Association's Motion for
2 Summary Judgment is **GRANTED**.

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

4 
5 HONORABLE ADRIANA ESCOBAR
6 DISTRICT COURT JUDGE

A1A 4E3 95B7 E9F0
Adriana Escobar
District Court Judge

7 Submitted By:

Approved as to content and form:

8 **LEACH KERN GRUCHOW ANDERSON**
9 **SONG**

ROGER P. CROTEAU & ASSOCIATES, LTD.

10 /s/ T. Chase Pittsenbarger
11 Sean L. Anderson
12 Nevada Bar No. 7259
13 T. Chase Pittsenbarger
14 Nevada Bar No. 13740
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16 Las Vegas, Nevada 89128
17 *Attorneys for Defendant El Capitan*
18 *Ranch Landscape Maintenance*
19 *Association*

/s/ Christopher L. Benner
Roger P. Croteau
Nevada Bar No. 4958
Christopher L. Benner
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2810 W. Charleston Blvd., Ste. 75
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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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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
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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.
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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:

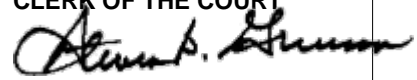
17 Service Date: 7/20/2021

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EXHIBIT 3

EXHIBIT 3



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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
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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
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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
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1 **FFCL**
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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 ///

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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 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
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Nevada Bar No. 4958
Christopher L. Benner
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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.

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From: Chase Pittsenbarger <CPittsenbarger@lkglawfirm.com>
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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.



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From: Chris Benner <chris@croteaulaw.com>
Sent: Tuesday, July 13, 2021 7:42 AM
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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.

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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.

-



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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

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