

IN THE SUPREME COURT OF THE STATE OF NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, A NEVADA
LIMITED LIABILITY COMPANY;
AND SJC VENTURES HOLDING
COMPANY, LLC, D/B/A SJC
VENTURES, LLC, A DELAWARE
LIMITED LIABILITY COMPANY,

Appellants

vs.

CBC PARTNERS I, LLC, A FOREIGN
LIMITED LIABILITY COMPANY;
AND 5148 SPANISH HEIGHTS, LLC,
A NEVADA LIMITED LIABILITY
COMPANY,

Respondents.

Supreme Court Case No. 83407

Electronically Filed
Feb 09 2022 04:32 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

from a decision in favor of Respondents
entered by the Eighth Judicial District Court, Clark County, Nevada
The Honorable Elizabeth Gonzalez, District Court Judge
District Court Case No. A-20-813439-B

APPELLANTS' APPENDIX VOLUME V

DATE	DESCRIPTION	VOLUME	PAGES
9/3/2013	Amended Order from April 4, 2013 Hearing, in <i>Vion Operations LLC v. Jay L. Bloom, et al</i> (Case No. A-11- 646131-C)	I	PA0009-0016

12/24/2020	Declaration of Alan Hallberg in Support of Defendants/Counterclaimants' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on Order Shortening Time	I	PA0170-0172
8/12/2021	Declaration of Jay Bloom	III	PA0702-0703
12/24/2020	Declaration of Kenneth M. Antos in Support of Defendants/Counterclaimants' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	I	PA0173-0178
10/11/2017	Deed of Sale of Property to SHAC	I	PA0049
4/27/2020	Defendant CBC Partners I, LLC's Answer to Complaint; and Counterclaim	I	PA0055-0078
12/24/2020	Defendants/Counterclaimaints' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	I	PA0146-0169
8/6/2021	Defendants' Status Report on Compliance with the Court's Orders in <i>TGC/Farkas Funding, LLC v. First 100, LLC et al</i> (Case No. A-20-822273-C)	III	PA0657-0688
5/6/2020	Demand for Jury Trial	I	PA0079-0080
8/13/2021	Email from Candace Carlyon Dated August 13, 2021	III	PA0705-0707
8/12/2021	Email from Larry Bertsch Dated August 12, 2021	III	PA0704
4/6/2021	Findings of Fact and Conclusions of Law	II	PA0327-0347

4/7/2021	Findings of Fact, Conclusions of Law, & Order Regarding Evidentiary Hearing in <i>TGC/Farkas Funding, LLC v. First 100, LLC et al</i> (Case No. A-20-822273-C)	II	PA0348-0385
5/15/2020	First Amended Complaint	I	PA0081-0100
10/7/2010	Grant, Bargain Sale Deed to Antos Trust	I	PA0005-0008
4/5/2007	Grant, Bargain, Sale Deed	I	PA0001-0004
8/15/2017	Lease Between SHAC and SJC Ventures	I	PA0017-0048
6/24/2021	Motion for Appointment of Receiver	II/III	PA0414-0605
1/5/2021	Notice of Entry of Order	I	PA0208-0215
8/11/2021	Notice of Entry of Order (Appointing Receiver)	III	PA0694-0701
4/20/2021	Notice of Entry of Order (FFCL)	II	PA0386-0409
7/8/2021	Opposition to Defendants' Renewed Motion for Appointment of Non-Neutral Receiver	III	PA0606-0649
08/10/2021	Order Appointing Receiver	III	PA0689-0693
5/26/2021	Order Granting in Part and Denying in Part Motion for Sanctions for Violation of Automatic Stay of Bankruptcy Code Section 362(a) and Related Relief	II	PA410-0413
12/14/2020	Plaintiff's Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	I	PA0117-0145
1/1/2021	Plaintiff's Reply in Support of Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	I	PA0179-0207
4/1/2020	Rent Payments to SHAC	I	PA0050-0054

7/28/2021	Status Report Regarding Lifting of Bankruptcy Stay	III	PA0650-0656
1/12/2021	Stipulation Regarding Legal Issues to be Decided by the Court at Bifurcated Trial Commencing February 1, 2021	I	PA0221-0222
5/26/2020	Summons to 5148 Spanish Heights, LLC	I	PA0101-0104
5/26/2020	Summons to CBC Partners I, LLC	I	PA0109-0112
5/26/2020	Summons to CBC Partners, LLC	I	PA0105-0108
5/26/2020	Summons to Dacia, LLC	I	PA0113-0116
1/5/2021	Temporary Restraining Order	I	PA0216-0220
3/15/2021	Transcript of Proceedings – Preliminary Injunction Hearing and Trial – Day 4, Volume II	II	PA0229-0326
2/3/2021	Voluntary Petition for Non-Individuals Filing for Bankruptcy	I	PA0223-0228
12/15/2020	Exhibits in Support of Plaintiffs’ Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	IV/V	PA0708-1018
8/18/21	Notice of Appeal	V	PA1019-1161

CERTIFICATE OF SERVICE

I certify that on the 9th day of February 2022, this document was electronically filed with the Nevada Supreme Court. Electronic service of the foregoing: **APPELLANTS' OPENING BRIEF** and **VOLUMES I – V** of the **APPENDIX** shall be made in accordance with the Master Service List as follows:

Michael R. Mushkin, Esq.
MUSHKIN & COPPEDGE
6070 S. Eastern Avenue, Suite 270
Las Vegas, Nevada 89119
Attorney for Respondents

DATED this 9th day of February 2022.

/s/ Brandon Lopipero

An Employee of MAIER GUTIERREZ & ASSOCITES

- (e) The Membership Interests constitute 100% of the membership interests of the Pledgors.
- (f) There are no conditions precedent to the effectiveness of this Agreement that have not been either satisfied or waived.
- (g) Pledgors have, independently and without reliance upon Secured Party, and based upon such documents and information as Pledgors have deemed appropriate, made their own credit analysis and decision to enter into this Agreement.

5. Inconsistent Provision of the Operating Agreement. If the Operating Agreement contains any provision that is contrary to the terms of this Agreement, this Agreement shall control. Such provisions include Sections 2.6 and 6.01 of the Operating Agreement. Regarding Section 2.6, the Members shall be liable to CBCI under this Agreement and the Forbearance Agreement. Regarding Section 6.01, SJCVC agrees that it may not resign as Manager of SHAC and that SJCVC will appoint Jay Bloom to perform the duties of the Manager throughout the term of this Agreement and the Forbearance Agreement.

6. Further Assurances. Pledgors agree that at any time and from time to time, at the sole cost and expense of Pledgors, Pledgors will promptly execute and deliver all further reasonable instruments and documents, and take all further reasonable action, that may be necessary or desirable, or that Secured Party may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce Secured Party's rights and remedies hereunder with respect to any Pledged Collateral.

7. Voting Rights. Pledgors shall refrain from exercising any and all voting and other consensual rights pertaining to the Pledged Collateral or any part thereof. Pledgors shall, as members, not undertake any action that would have a material adverse effect on the value of the Pledged Collateral or any part thereof.

8. Transfers and Other Liens; Additional Shares. Pledgors agrees that he will not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral, or (ii) create or permit to exist any lien, security interest, option or other charge or encumbrance upon or with respect to any of the Pledged Collateral, except for the security interest under this Agreement.

Pledgors agree that Pledgors will (i) not consent or otherwise facilitate SHAC to issue any stock, membership interests, or other securities in addition to or in substitution for the Membership Interests, except to Pledgors, and (ii) pledge hereunder, immediately upon Pledgors' acquisition (directly or indirectly) thereof, any and all additional shares of stock, membership interests, or other securities of SHAC.

9. Secured Party Appointed Attorney-in-Fact. Upon an Event of Default, and after the requisite cure period expires, should such Event of Default continue to exist, Pledgors hereby appoint Secured Party as Pledgors' attorney-in-fact, with full authority in the place and stead of Pledgors and in the name of Pledgors or otherwise, from time to time in Secured Party's sole discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to receive, indorse and collect all instruments made payable to Pledgors representing any dividend or other distribution in respect of the Pledged Collateral or any part thereof and to give full discharge for the same.

10. Secured Party May Perform. If Pledgors fail to perform any agreement contained herein following the expiration of any applicable grace period, Secured Party may perform, or cause performance of, any such agreement, and the reasonable expenses of Secured Party incurred in connection therewith (including attorneys' fees and expenses) shall be payable by Pledgors to Secured Party, or alternatively, Secured Party shall have the right to add such reasonable expenses incurred to the secured balance due, pursuant to the provisions of Section 13 hereof.

11. Secured Party's Duties. The powers conferred on Secured Party hereunder are solely to protect Secured Party's interest in the Pledged Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Except for the safe custody of any Pledged Collateral in Secured Party's possession and the accounting for moneys actually received by Secured Party hereunder, Secured Party shall have no duty as to any Pledged Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Pledged Collateral, whether or not Secured Party has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Pledged Collateral.

12. Remedies upon Default. If any Event of Default shall have occurred and be continuing:

(a) Secured Party may exercise, in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to Secured Party at law or in equity, all of the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of Nevada at that time (the "Code") (whether or not the Code applies to the affected Pledged Collateral), and may also, without notice except as specified below, sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable. Pledgors agree that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to Pledgors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by Secured Party as Pledged Collateral and all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Pledged Collateral may, in the sole discretion of Secured Party, be held by Secured Party as collateral for, and/or then or at any time thereafter be applied (after payment of any amounts payable to Secured Party pursuant to Section 13) in whole or in part by Secured Party against, all or any part of the Obligations in such order as Secured Party shall elect. Any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Obligations shall be paid over to Pledgors or to whomsoever may be lawfully entitled to receive such surplus.

13. Event of Default. The occurrence of any of the following events shall constitute an "Event of Default" hereunder:

(a) Monetary Default. If there shall occur any breach, failure or violation by Pledgors in the payment or performance of any of Pledgors' obligations, covenants or warranties under this Agreement, the Note, the Other Pledges and such breach, failure or violation continues uncorrected for a period of fifteen (15) days after written notice thereof from Secured Party to Pledgors;

(b) Non-Monetary Default. A non-monetary Event of Default shall occur:

1. If there shall occur any Event of Default by Pledgors of the Obligations, that is not a Monetary Default.

2. If either of the Pledgors resigns or is removed from the position of manager of SHAC.

14. Expenses. Pledgors will, upon demand, pay to Secured Party, or in the alternative, the Secured Party may add to the amount due and receivable, the amount of any and all reasonable expenses, including the reasonable fees and expenses of Secured Party's counsel and of any experts and agents, which Secured Party may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (iii) the exercise or enforcement of any of the rights of Secured Party hereunder, or (iv) the failure by Pledgors to perform or observe any of the provisions hereof.

15. Security Interest Absolute. All rights of Secured Party and security interests hereunder, and all obligations of Pledgors hereunder, shall be absolute and unconditional irrespective of:

(a) any lack of validity or enforceability of the Other Pledges;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Other Pledges, including, without limitation, any increase in the Obligations resulting from the extension of additional credit to Pledgors or otherwise;

(c) any taking, exchange, release or non-perfection of any other collateral, or any taking, release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations;

(d) any manner of application of collateral, or proceeds thereof, to all or any of the Obligations, or any manner of sale or other disposition of any collateral for all or any of the Obligations or any other assets of Pledgors; or

(e) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Pledgors or a third party pledgor.

16. Amendments. Etc. No amendment or waiver of any provision of this Agreement, and no consent to any departure by Pledgors therefrom, shall in any event be effective unless the same shall be in writing and signed by Secured Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

17. Notices. Any notice, election, demand, request or other document or communication required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given only if delivered in person or sent by certified or registered mail, postage prepaid, return receipt requested, addressed to Secured Party or Pledgors, as the case may be, as follows:

If to Pledgors:

c/o Maier Gutierrez & Associates 8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148

If to Secured Party:

777 108th Ave NE Suite 1895
Bellevue, WA 98004

With a copy to:

The Law Office of Vernon Nelson
9480 S. Eastern Ave., Suite 252
Las Vegas, NV 89052

18. Continuing Security Interest: Assignments under Credit Agreement. This Agreement shall create a continuing security interest in the Pledged Collateral and shall (i) remain in full force and effect until the Pledgors' payment in full of, or their express written release by Secured Party from, the Obligations and all other amounts payable under this Agreement, (ii) be binding upon and inure to the benefit of Pledgors, and Pledgors' respective heirs, legal representatives, successors and assigns, and (iii) inure to the benefit of, and be enforceable by, and be binding upon Secured Party and Secured Party's heirs, legal representatives, successors, transferees and assigns. Without limiting the generality of the foregoing clause (iii), Secured Party may assign or otherwise transfer all or any portion of Secured Party's rights under the Loan Documents to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to Secured Party herein or otherwise and charged with the obligations and responsibilities of Pledgors thereunder. Upon the payment in full of all amounts due and payable under this Agreement and the release of Pledgors from the Obligations, the security interest granted hereby shall terminate and all rights to the Pledged Collateral shall revert to Pledgors. Upon any such termination, Secured Party will, at Pledgors' expense, promptly return to Pledgors such of the Pledged Collateral as shall not have been sold or otherwise applied pursuant to the terms hereof and execute and deliver to Pledgors such documents as Pledgors shall reasonably request to evidence such termination.

19. Governing Law, Terms. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada. Pledgors, on behalf of themselves and their respective heirs, legal representatives, successors and assigns, irrevocably consents that any legal action or proceeding against them under, arising out of, or in any manner relating to, this Agreement, may be brought in any court presiding in the State of Nevada, County of Clark. Pledgors, by execution and delivery of this Agreement and on behalf of themselves and their respective heirs, legal representatives, successors and assigns, expressly and irrevocably consents and submits to the personal jurisdiction of any of such courts in any such action or proceeding. Pledgors, on behalf of themselves and their respective heirs, legal representatives, successors and assigns, further irrevocably consents to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to any of them by hand or by certified mail, delivered or addressed to Pledgors' address set forth herein.

Pledgors, on behalf of themselves and their respective heirs, legal representatives, successors and assigns, hereby expressly and irrevocably waives any claim or defense in any such action or proceeding based on any alleged lack of personal jurisdiction, improper venue or forum non conveniens or any similar basis. Nothing in this paragraph shall affect or impair in any manner or to any extent the right of Secured Party or Secured Party's heirs, legal representatives, successors or assigns, to commence legal proceedings or otherwise proceed against Pledgors in any jurisdiction or to serve process in any manner permitted by law.

Pledgors hereby waive all right to require a marshalling of assets by Secured Party.

Pledgors shall not, without Secured Party's prior written consent, create, incur or assume any Indebtedness in connection with the Pledged Collateral. "Indebtedness" means any and all liabilities and obligations owing by Pledgors to any person, including principal, interest, charges, fees, reimbursements and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, original, renewed or extended, (i) in respect of any borrowed money (whether by loans, the issuance and sale of debt securities or the sale of any property to another person subject to an understanding, agreement, contract or otherwise to repurchase such property) or for the deferred purchase price of any property or services, (ii) under direct or indirect guarantees and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise assure any creditor against loss in respect of the obligations of others, (iii) in respect of letters of credit or similar instruments issued or accepted by banks and other financial institutions for the account of such indebted person, (v) in respect of unfunded vested benefits under plans covered by ERISA or any similar liabilities to, for the benefit of, or on behalf of, any employees of such indebted person, (vi) all obligations secured by any Lien on property owned by such person, whether or not the obligations have been assumed, (vii) all obligations under any agreement providing for a swap, ceiling rates, ceiling and floor rates, contingent participation or other hedging mechanisms with respect to interest payable on any of the items described above in this definition, or (viii) actual obligations imposed under the operating agreement for the LLC.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, Pledgors has caused this Agreement to be duly executed and delivered as of the date first above written.

PLEDGORS:

Kenneth & Sheila Antos Living Trust

By: [Signature]
Kenneth Antos, Trustee

By: [Signature]
Sheila Antos, Trustee

ACKNOWLEDGMENTS:

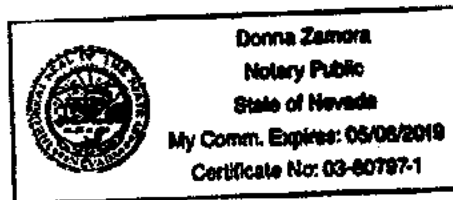
STATE OF NEVADA

ss.:

COUNTY OF CLARK

On the 27 day of September, 2017 before me, the undersigned, personally appeared Kenneth Antos, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

[Signature]
Notary Public



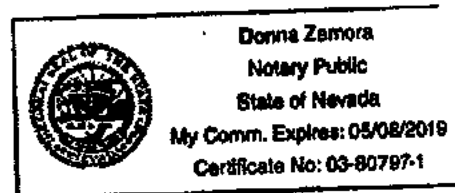
STATE OF NEVADA

ss.:

COUNTY OF CLARK

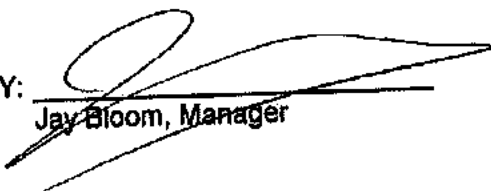
On the 27 day of September, 2017 before me, the undersigned, personally appeared Sheila Antos, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.

[Signature]
Notary Public



SPANISH HEIGHTS ACQUISITION COMPANY, LLC

BY:

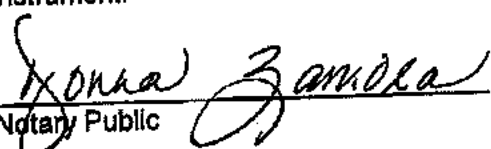

Jay Bloom, Manager

STATE OF NEVADA

: ss.:

COUNTY OF CLARK

On the 27 day of September, 2012 before me, the undersigned, personally appeared Jay Bloom, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted executed the instrument.


Notary Public



Donna Zamora

Notary Public

State of Nevada

My Comm. Expires: 05/06/2019

Certificate No: 03-80797-1

EXHIBIT 14

EXHIBIT 14

MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.
L. Joe Coppedge, Esq.
Mark C. Hafer, Esq.*

*of counsel

6070 South Eastern Avenue
Suite 270
Las Vegas, Nevada 89119

Telephone 702.454.3333
Facsimile 702.386.4979

April 1, 2020

Jay Bloom, Manager
Spanish Heights Acquisition Company, LLC
c/o Maier Gutierrez & Associates
8816 Spanish Ridge Avenue
Las Vegas, NV 89148

Jay Bloom, Manager
SJC Ventures, LLC
c/o Maier Gutierrez & Associates
8816 Spanish Ridge Avenue
Las Vegas, NV 89148

Kenneth & Sheila Antos Living Trust
4968 Mountain Foliage Drive
Las Vegas, NV 89148-1429

Re: 5148 Spanish Heights Drive, Las Vegas, NV
Forbearance Agreement dated September 27, 2017
Amendment to Forbearance Agreement and Related Agreements

Dear Mr. Bloom and Mr. & Mrs. Antos:

As you are aware, the above law firm has been retained to represent the interests of CBC Partners I, LLC (CBCI) as it relates to the Secured Promissory Note dated June 22, 2012, Amended Secured Promissory Note, Modified Deed of trust, the Forbearance Agreement with additional collateral/security described therein, and the Amendment to Forbearance Agreement and Related Agreements (collectively the "Agreements").

A Notice of non-monetary default was delivered on March 16, 2020. This letter shall serve as notice that on April 15, 2020, CBCI will exercise its rights under the Pledge Agreement by transferring the pledged collateral to CBCI's nominee CBC Partners, LLC.

Enclosed herein, please find an Assignment of Membership Interest for your review and signature. Once you have signed, please forward to my attention. Should you have any questions, or need further assistance from our office, please do not hesitate to contact the undersigned.

Sincerely,



Michael R. Mushkin, Esq.

MRM:kif
cc: CBC Partners I, LLC

PLTFS00179
PA0966

EXHIBIT 15

EXHIBIT 15

MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.
L. Joe Coppedge, Esq.
Mark C. Hafer, Esq.*

*of counsel

6070 South Eastern Avenue
Suite 270
Las Vegas, Nevada 89119

Telephone 702.454.3333
Facsimile 702.386.4979

April 1, 2020

Jay Bloom, Manager
Spanish Heights Acquisition Company, LLC
c/o Maier Gutierrez & Associates
8816 Spanish Ridge Avenue
Las Vegas, NV 89148

Jay Bloom, Manager
SJC Ventures, LLC
c/o Maier Gutierrez & Associates
8816 Spanish Ridge Avenue
Las Vegas, NV 89148

Kenneth & Sheila Antos Living Trust
4968 Mountain Foliage Drive
Las Vegas, NV 89148-1429

Re: 5148 Spanish Heights Drive, Las Vegas, NV
Forbearance Agreement dated September 27, 2017
Amendment to Forbearance Agreement and Related Agreements

Dear Mr. Bloom and Mr. & Mrs. Antos:

As you are aware, the above law firm has been retained to represent the interests of CBC Partners I, LLC (CBCI) as it relates to the Secured Promissory Note dated June 22, 2012, Amended Secured Promissory Note, Modified Deed of trust, the Forbearance Agreement with additional collateral/security described therein, and the Amendment to Forbearance Agreement and Related Agreements (collectively the "Agreements").

A Notice of non-monetary default was delivered on March 16, 2020. This letter shall serve as notice that on April 15, 2020, CBCI will exercise its rights under the Pledge Agreement by transferring the pledged collateral to CBCI's nominee CBC Partners, LLC.

Enclosed herein, please find an Assignment of Membership Interest for your review and signature. Once you have signed, please forward to my attention. Should you have any questions, or need further assistance from our office, please do not hesitate to contact the undersigned.

Sincerely,



Michael R. Mushkin, Esq.

MRM:klf
cc: CBC Partners I, LLC

K001
PA0968

**ASSIGNMENT OF COMPANY AND
MEMBERSHIP INTERESTS
OF**

**SPANISH HEIGHTS ACQUISITION COMPANY, LLC
A NEVADA LIMITED LIABILITY COMPANY**

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Kenneth Antos and Sheila Neumann-Antos, Trustees of the Kenneth & Sheila Antos Living Trust and Kenneth M. Antos Sheila M. Neumann-Antos Trust ("Assignor") and CBC Partners, LLC, a Washington limited liability company ("Assignee") agree as follows:

1. Assignment. Assignor hereby absolutely and unconditionally assigns and transfers unto Assignee all the right, title, interest, and membership interest of Assignor in Spanish Heights Acquisition Company, LLC (hereinafter "Company") to Assignee.

2. Binding Effect. All agreements herein shall inure to the benefit of, and bind the respective heirs, executors, administrators, successors, and assigns of Assignor and Assignee.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.

4. Attorneys' Fees. In the event either party hereto institutes legal action against the other party with respect to this Assignment, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees from the non-prevailing party. The prevailing party shall also be entitled to collect all reasonable attorneys' fees and costs.

ASSIGNOR:

ASSIGNEE:

By: _____
KENNETH M. ANTOS, Trustee

By: _____
JOHN OTTER, President
CBC Partners, LLC,

By: _____
SHEILA NEUMANN-ANTOS, Trustee

**ASSIGNMENT OF COMPANY AND
MEMBERSHIP INTERESTS
OF**

**SPANISH HEIGHTS ACQUISITION COMPANY, LLC
A NEVADA LIMITED LIABILITY COMPANY**

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, SJC Ventures Holdings, LLC, a Nevada limited liability company ("Assignee") agree as follows:

1. Assignment. Assignor hereby absolutely and unconditionally assigns and transfers unto Assignee all the right, title, interest, and membership interest of Assignor in Spanish Heights Acquisition Company, LLC (hereinafter "Company") to Assignee.

2. Binding Effect. All agreements herein shall inure to the benefit of, and bind the respective heirs, executors, administrators, successors, and assigns of Assignor and Assignee.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.

4. Attorneys' Fees. In the event either party hereto institutes legal action against the other party with respect to this Assignment, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees from the non-prevailing party. The prevailing party shall also be entitled to collect all reasonable attorneys' fees and costs.

ASSIGNOR:

ASSIGNEE:

By: _____
JAY BLOOM, Manager

By: _____
JOHN OTTER, President
CBC Partners, LLC,

**ASSIGNMENT OF COMPANY AND
MEMBERSHIP INTERESTS
OF**

**SPANISH HEIGHTS ACQUISITION COMPANY, LLC
A NEVADA LIMITED LIABILITY COMPANY**

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Kenneth Antos and Sheila Neumann-Antos, Trustees of the Kenneth & Sheila Antos Living Trust and Kenneth M. Antos Sheila M. Neumann-Antos Trust ("Assignor") and CBC Partners, LLC, a Washington limited liability company ("Assignee") agree as follows:

1. Assignment. Assignor hereby absolutely and unconditionally assigns and transfers unto Assignee all the right, title, interest, and membership interest of Assignor in Spanish Heights Acquisition Company, LLC (hereinafter "Company") to Assignee.

2. Binding Effect. All agreements herein shall inure to the benefit of, and bind the respective heirs, executors, administrators, successors, and assigns of Assignor and Assignee.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.

4. Attorneys' Fees. In the event either party hereto institutes legal action against the other party with respect to this Assignment, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees from the non-prevailing party. The prevailing party shall also be entitled to collect all reasonable attorneys' fees and costs.


ASSIGNOR:

ASSIGNEE:

By:


KENNETH M. ANTOS, Trustee

By:


JOHN OTTER, President
CBC Partners, LLC.

By:


SHEILA NEUMANN-ANTOS, Trustee

EXHIBIT 16

EXHIBIT 16

MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.
L. Joe Coppedge, Esq.
Mark C. Hafer, Esq.*

*of counsel

6070 South Eastern Avenue
Suite 270
Las Vegas, Nevada 89119

Telephone 702.454.3333
Facsimile 702.386.4979

April 3, 2020

Via Certified Mail
& USPS

Jay Bloom, Manager
SJC Ventures, LLC
c/o Maier Gutierrez & Associates
8816 Spanish Ridge Avenue
Las Vegas, NV 89148

Via Certified Mail
& USPS

Jay Bloom, Manager
SJC Ventures, LLC
5148 Spanish Heights Drive
Las Vegas, NV 89148

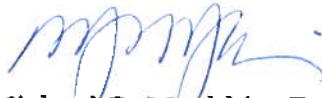
Re: Notice to Vacate
5148 Spanish Heights Drive, Las Vegas, NV 89148

Dear Mr. Bloom:

As you are aware, CBC Partners I, LLC, (CBCI) has exercised their rights pursuant to the Pledge Agreement and having received the Assignment of Company and Membership Interests of Spanish Heights Acquisition Company, LLC (SHAC) from the Kenneth & Sheila Antos Living Trust, CBC Partners, LLC (CBCP) is now the owner of SHAC. This letter shall serve as notice for SJC Ventures, LLC (SJCVC) to vacate the premises located at 5148 Spanish Heights Drive, Las Vegas, NV 89148. SHAC is also the owner of certain fixtures, furniture, equipment and appliances on property. The inspection recently performed and the failure to provide proof of repairs contracted for; show that significant damage to the property has occurred.

My client appreciates these difficult times and would like to accommodate a reasonable plan for SJCVC to vacate. Please feel free to contact the undersigned to discuss a plan to vacate and the inventory of items owned by SHAC.

Sincerely,



Michael R. Mushkin, Esq.

MRM:klf
cc: CBC Partners I, LLC

PLTFS00184
PA0973

EXHIBIT 17

EXHIBIT 17

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

SPANISH HEIGHTS ACQUISITION)
COMPANY LLC,)
)
Plaintiffs,)
)
vs.)
)
CBC PARTNERS I LLC,)
)
)
Defendant.)
)
AND RELATED PARTIES)

CASE NO. A-20-813439-B
DEPT NO. XI

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE ELIZABETH GONZALEZ, DISTRICT COURT JUDGE
THURSDAY, MAY 14, 2020

**HEARING RE: PLAINTIFFS' APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND MOTION FOR PRELIMINARY
INJUNCTION ON ORDER SHORTENING TIME**

APPEARANCES:

FOR THE PLAINTIFFS: JOSEPH A. GUTIERREZ, ESQ.
DANIELLE J. BARRAZA, ESQ.

FOR CBC PARTNERS I: MICHAEL R. MUSHKIN, ESQ.

RECORDED BY: JILL HAWKINS, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

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1 **LAS VEGAS, CLARK COUNTY, NEVADA, MAY 14, 2020, 9:24 A.M.**

2 * * * * *

3 THE COURT: So I've got two motions that were filed
4 yesterday. There's a motion for a protective order and a
5 motion to quash subpoena. Does anybody want to discuss either
6 of those before we start?

7 MR. GUTIERREZ: You've already sent out a minute
8 order, Judge. So they're moot I believe.

9 THE COURT: Only on the subpoena issue. So if
10 that's -- if it's all covered by both of these steps -- because
11 I read them, and it seemed like there was still a lingering
12 issue, but we'll deal with it if it comes up.

13 MR. MUSHKIN: Whatever you want, Judge.

14 THE COURT: Okay. So do you guys.

15 All right. I'm going to go drink some more coffee,
16 and you guys let me know when we're ready to start.

17 (Proceedings recessed at 9:25 a.m., until 9:26 a.m.)

18 MR. MUSHKIN: Well, if we can't make it work --

19 THE COURT: We can make it work.

20 MR. MUSHKIN: -- we don't want to waste judicial
21 time. I can have my client listen in, and --

22 THE COURT: Can he listen until we fix it?

23 MR. MUSHKIN: That was my point.

24 THE COURT: Perfect. Okay. So we'll have him listen
25 while we wait for IT.

1 relationship to defendant and CBC Partners?

2 A I am the chief credit officer.

3 Q And where is CBC Partners domiciled?

4 A Kirkland, Washington.

5 Q Is CBC Partners licensed to do business in Nevada?

6 A No.

7 Q I'm sorry. It's a no?

8 A No.

9 Q Okay. Is CBC Partners doing any business in Nevada?

10 A It's only through the origination of a loan to what
11 was called PRBI, Pacific brands -- Pacific Restaurant Brands.
12 And that was a restaurant domiciled in Nevada.

13 Q Mr. Hallberg, at some point, CBC Partners sold its
14 note in this transaction; correct?

15 A Yes.

16 Q When was that?

17 A The first couple days of April.

18 Q What exact date did you sell the note?

19 A I believe it was effective on the 1st.

20 Q The note was sold on April 1st, 2020; is that your
21 testimony?

22 A I say I believe it was sold. I don't have it in
23 front of me. I believe it was sold on April 1st.

24 Q Well, what document would you look to to refresh your
25 memory as to when exactly it was sold?

1 A Purchase and sale agreement.

2 Q Who is the purchase and sale agreement to and from?

3 A It's with -- it's the address LLC. I think it's 5248
4 LLC.

5 Q Would that be 5148 Spanish Heights LLC?

6 A Yes. Yes. 5148.

7 Q How much did you sell the note for?

8 MR. MUSHKIN: Objection, Your Honor.

9 THE COURT: Overruled.

10 MR. MUSHKIN: Relevance and privilege.

11 THE COURT: Overruled.

12 BY MR. GUTIERREZ:

13 Q You can answer.

14 A I don't have it in front of me. It was I believe in
15 the 3.3 to 3.4 million range.

16 Q So CBC was paid between 3.3 to 3.4 million for its
17 note?

18 A Yes.

19 Q And CBC has accepted that money; correct?

20 A Yes.

21 Q And when was that money paid?

22 A The 1st week of April.

23 Q Okay. Then why is CBC still attempting to foreclose
24 under its note?

25 A I'm not.

1 MR. MUSHKIN: Objection, Your Honor. Assumes facts
2 not in evidence.

3 THE COURT: Overruled.

4 You can answer.

5 THE WITNESS: (No audible response.)

6 THE COURT: You can answer, sir.

7 THE WITNESS: I said I'm not.

8 THE COURT: Oh. Thank you.

9 MR. GUTIERREZ: Okay.

10 BY MR. GUTIERREZ:

11 Q So it's your testimony that CBC is not attempting to
12 foreclose at all under its note; correct?

13 A Correct.

14 Q And that's because CBC does not have note or own the
15 no anymore; isn't that true?

16 A We sold the note in early April.

17 Q Okay. And CBC is also not trying to evict SJC
18 because -- from the premises; correct?

19 A Correct.

20 Q Okay. So CBC is also not attempting to utilize the
21 exceptions in the governor's directive as a basis to continue
22 foreclosure or eviction; correct?

23 A Correct.

24 Q Okay. Now, who purchased the note?

25 THE COURT: He already told you that.

1 MR. GUTIERREZ: Oh, I'm sorry.

2 THE COURT: That's asked and answered.

3 MR. GUTIERREZ: Who -- how are you --

4 MR. MUSHKIN: Thank you, Your Honor, for the
5 objection.

6 BY MR. GUTIERREZ:

7 Q How were you introduced to 5148 Spanish Heights LLC?

8 A Through Ken Antos.

9 Q Okay.

10 A He was the original guarantor on the deal.

11 Q And who is the -- who is the owner of 5148 Spanish
12 Heights LLC?

13 A I don't know. Mr. Mushkin is representing the
14 ownership of that LLC.

15 Q And, Mr. Hallberg, do you have the exhibits in front
16 of you?

17 A Some of them.

18 Q And do you have the -- you have Exhibit A in front of
19 you? I just want to turn your attention to the Antos pledge
20 agreement on A, Exhibit A, page 81.

21 THE COURT: Let us know when you found that, sir.

22 THE WITNESS: Okay.

23 BY MR. GUTIERREZ:

24 Q Do you have that in front of you?

25 A Yes.

1 Q Okay. And page 88 under this exhibit do you have
2 that in front of you?

3 A Yes.

4 Q Now, isn't it true that SJC Ventures is not a pledgor
5 under this contract?

6 A They're not on page 88.

7 Q Okay. Do you have a signature line under this pledge
8 agreement for where SJC signed to pledge their interest?

9 A I have the acknowledgment of Spanish Heights, but not
10 SJVC.

11 Q And CBC Partners signed the security agreement on
12 Exhibit A, page 93; correct?

13 A Page 92, yes. Well, which page? The page 99
14 security agreement, yes.

15 Q Okay. Is CBC -- are you contending that CBC is a --
16 has an ownership interest in SHAC as of today, or was that sold
17 as part of the note?

18 A That -- all of our rights were sold with the note.

19 Q Okay. So all the rights that CBC had under this,
20 under these agreements have all been sold to another party at
21 5148 Spanish Heights LLC; correct?

22 A Yes.

23 Q And you don't know who that person is who owns that
24 company; correct?

25 A Correct. I know they're represented by Mr. Mushkin.

1 MR. GUTIERREZ: Give me one second, Your Honor.

2 BY MR. GUTIERREZ:

3 Q Mr. Hallberg, why is CBC here objecting to the
4 preliminary injunction that's being requested by SHAC and SJC?

5 A I -- I just -- I don't see the need for it. We're
6 actually out of the deal at this point. From our perspective,
7 the forbearance agreement matured. There was no payment made.
8 We had an offer to buy the note, and we sold it.

9 Q That goes back to my question: Why is CBC objecting
10 to the injunction if it has no note?

11 A I don't know.

12 MR. GUTIERREZ: Pass the witness, Your Honor.

13 THE COURT: Thank you. Mr. Mushkin, you may examine
14 as your direct, if you'd like.

15 MR. MUSHKIN: Thank you, Your Honor.

16 CROSS-EXAMINATION

17 BY MR. MUSHKIN:

18 Q Mr. Hallberg, will you state your name and address
19 for the record.

20 A Alan Hallberg, 19367, 132nd Street Southeast, Monroe,
21 Washington.

22 Q You've been listening all morning; is that fair?

23 A Yes.

24 Q And you heard Mr. Bloom testify?

25 A Yes.

1 Q Do you believe that Mr. Bloom testified truthfully?

2 A No.

3 Q Say that again?

4 A No.

5 Q Let's go through, see if we can unwind some of this.

6 Give us a little bit of your educational background, please.

7 A A bachelor of science, finance concentration,
8 Georgetown University.

9 Q And you are the chief financial officer of CBC
10 Partners; correct?

11 A Chief credit officer; correct.

12 Q Sorry. Chief credit officer. I apologize. CBC
13 Partners is, if you will, the management entity for CBC; is
14 that fair?

15 A Yes. CBC Partners is the general partnership that
16 manages the fund which is CBC Partners 1.

17 Q Thank you. And you had discussions with Mr. Bloom in
18 September, on or about September 17th of -- strike that -- on
19 or about September of 2017 regarding the pledge agreement; is
20 that correct?

21 A Yes.

22 Q And is it your understanding that the intent of the
23 pledge agreement was to pledge 100 percent of the units of
24 Spanish Heights Acquisition Company?

25 A Yes.

1 Q And did you have any specific discussions with
2 Mr. Bloom regarding that pledge agreement?

3 A Yes. The --

4 Q What did --

5 A -- we discussed it predraft, and the understanding
6 was, look, if this doesn't work out, which he had doubted that
7 it would even lead to this because he indicated that the
8 judgment claim would be paid very quickly. He said, look, if
9 it turns out that the agreement matures, all you have to do is
10 enforce your rights under the pledge, and you own SHAC.

11 Q He specifically said that to you in '17? 2017?

12 A Yes.

13 Q I mean, in -- yes, in 2017.

14 A Yes.

15 Q Now, did you have subsequent discussions with
16 Mr. Bloom beginning in February of 2020?

17 A Yes, starting January, February, yes.

18 Q And tell me the nature of those discussions.

19 A I asked for updates on liquidity. It did not look
20 like anything was going to happen prior to the maturity date in
21 March, the end of March. I indicated that it would be tough
22 for us to extend beyond March 31. I did not have any support
23 in credit committee.

24 Q And what did Mr. Bloom start to say to you at that
25 point?

1 A He -- he asked me, well, what option do I have? I
2 said, well, I can sell the note, and he indicated, well, you'll
3 get nothing for it. And he also indicated he could just simply
4 declare bankruptcy. And it would be better to work with him
5 and just extend it because he thought that liquidity would be
6 coming in by June.

7 Q And he wanted -- did he give you a specific date for
8 this liquidity event?

9 A I don't know off the top of my head, but, yes, it was
10 sometime in June, and it had to do with either the sale of tax
11 credits related to a bit coin mining operation on the Nevada
12 Arizona border and also a public offering, which is connected
13 to that operation, which was supposed to have been floated on
14 the London exchange.

15 Q And did any of that come true to your knowledge?

16 A No.

17 Q Did you ever receive evidence of a hundred thousand
18 dollars in repairs as required by the agreements?

19 A It was all verbal. I did not see any of the
20 paperwork.

21 Q He never provided you anything?

22 A No.

23 Q Did you request it?

24 A At times I'd ask him to send invoices. I did not get
25 any.

1 Q Did you ever receive any of the property taxes due on
2 the property?

3 A No.

4 Q Did you ever receive the letter from his counsel
5 regarding the judgment collection process?

6 A No.

7 Q Did you instruct my office as a part of the closing
8 on the note to make the payments that were due for the months
9 leading up to the March 31st deadline of the forbearance
10 agreement?

11 A Yes.

12 Q And I can represent to you that we've admitted into
13 evidence some checks that were issued from my trust account.
14 Were those in fact directed to be issued by you?

15 A Yes.

16 Q To the best of your knowledge, all obligations of CBC
17 I have been met pursuant to the forbearance agreement?

18 A Yes.

19 Q You've seen the Bloom declaration in this matter; is
20 that correct?

21 A Yes.

22 Q Do you believe that his declaration was honest and
23 truthful?

24 A No.

25 Q So you've heard his testimony about there's this

1 change in the documents that somehow he was not pledging SHAC,
2 and he was putting up the judgment. Did you hear that
3 testimony?

4 A Yes, I did.

5 Q Was that truthful testimony?

6 A No.

7 Q In fact, it was always planned to have both the
8 pledge agreement and the security agreement; correct?

9 A Yes. They're apples and oranges from a lender's
10 perspective.

11 Q And, in fact, they were executed the same day,
12 weren't they?

13 A Yes.

14 Q September 27th?

15 A [No audible response.]

16 Q So --

17 A Yes.

18 Q So do you -- is there any truth whatsoever to this
19 notion that a hundred percent of the units of SHAC were not
20 pledged? It's your understanding that they were pledged; is
21 that correct?

22 A Yes, it is.

23 MR. MUSHKIN: Sorry for that terrible question,
24 Judge.

25 / / /

1 BY MR. MUSHKIN:

2 Q Now, I want to real quickly go over the documents
3 that were entered into that illuminate this point, and I'm
4 going to go backwards. So let's take a look at the amendment
5 to the forbearance agreement dated the 1st day of December
6 2019, which is Exhibit C. Do you see that?

7 A I'm getting there. Yes.

8 Q On 001, at the end of the very first paragraph, it
9 says that SJC Ventures LLC is a part collectively of the
10 parties; correct?

11 A Correct.

12 Q And it says at paragraph 9 on C003 that the
13 membership pledge agreement executed by SJCVC and the Antos
14 Trust will remain in effect; correct?

15 A Correct.

16 Q Now, you've heard Mr. Bloom say that SJCVC didn't
17 execute the pledge agreement; right?

18 A Yes, I heard that.

19 Q You don't believe that to be true, do you?

20 A No.

21 Q You just think that they put the wrong title on that
22 signature; right?

23 A That is correct.

24 Q And the pledge agreement specifically recites that
25 SJCVC is pledging its stock; correct?

1 A Yes.

2 Q I'd like to direct your attention to C006,
3 paragraph 19.

4 A Okay.

5 Q And that paragraph says the Antos parties and the
6 SJCVC parties represent they continue to acknowledge they
7 continue to pledge their stock in SHAC. Do you see that?

8 A Yes.

9 Q And you understood that to be true?

10 A Yes.

11 Q And you relied upon that?

12 A Absolutely.

13 Q Okay. Now, let's take a look at C007, paragraph
14 B1 in bold print: Options to extend have terminated. Do you
15 see that?

16 A Yes.

17 Q Was it your understanding that the lease was
18 extended, the consent that you had given, only to March 31st
19 of 2020?

20 A Yes.

21 Q And that the -- all other extensions had been
22 terminated, as stated in bold print?

23 A Yes. My -- to be clear, my understanding was they
24 were extended. My expectation was he would not have the
25 liquidity that was required on the maturity date, which would

1 then lead to the extermination of the leases.

2 Q Thank you.

3 A To be clear.

4 Q And that right to terminate appears -- well, before
5 we get there, on page 9, you recognize that SJC Ventures has
6 signed this document; is that correct?

7 A Yes.

8 Q And you relied upon their representation that their
9 stock was pledged; correct?

10 A Yes, I did.

11 Q Mr. Hallberg, you've seen the answer and counterclaim
12 in this case where 5148 now takes on a position in this case;
13 is that correct?

14 A Yes.

15 Q And they are successor in interest to CBC 1 as the
16 note; is that correct?

17 A Yes.

18 Q And the assignment of interest of SHAC in fact went
19 to CBC Partners, not CBC I, and Mr. Otter is the managing
20 member of CBC Partners; correct?

21 A Yes.

22 Q And it is his intention to assign those rights to
23 whomever he is directed to by 5148; is that correct?

24 A That's correct.

25 Q But as of today, Mr. Otter, on behalf of CBC Partners

1 is the holder of the Antos interest in SHAC; is that correct?

2 A Yes.

3 Q One last question: The group of documents that
4 represent the closing package in the main are in Exhibit 1.
5 And I just want to go through these again, not individually but
6 collectively. These documents were collectively delivered at
7 the closing; correct?

8 A Yes.

9 Q So there was always intended to be a pledge agreement
10 for a hundred percent of the units of SHAC; is that true?

11 A Yes.

12 Q And there was always intended to be a security
13 agreement in Mr. Bloom's judgment as additional collateral for
14 performance under the forbearance agreement; is that correct?

15 A Yes. From -- and to clarify, from a lender's
16 perspective, the assignment of the judgment was to help repay
17 the obligation. The pledge agreement was a remedy in case the
18 first part did not come through. So those two work together,
19 but they're apples and oranges.

20 Q And the testimony that Mr. Bloom gave was not
21 truthful, was it?

22 A That's my belief, yes.

23 MR. GUTIERREZ: Thank you, Your Honor. No further
24 questions.

25 THE COURT: Any redirect, Mr. Gutierrez?

REDIRECT EXAMINATION

BY MR. GUTIERREZ:

Q Mr. Hallberg, you stated that 5148 Spanish Heights LLC is a party to this case. Is that what you said?

A Yes, that's my belief.

Q Did they file a motion to intervene at any point on this case?

A Sir, I don't know. You're asking me a legal question. I'm here to talk about CBC's position up until the point we sold the note.

Q Well, is CBC a related entity to 5148 Spanish Heights?

A No.

Q Okay. And the lawsuit initially was between SJC Ventures and SHAC versus CBC Partners; correct?

A To my knowledge, yes.

Q Okay. Now, you sold the note on April 1st, 2020. Why is it that your counsel on April 3rd, 2020, in Exhibit N is still sending letters out on behalf of CBC to vacate the property for SJC?

A I don't know.

Q Turn to Exhibit N. You've seen this letter on Exhibit N; correct?

A Okay. I see the exhibit.

Q And you authorized your counsel to send this letter

1 out; correct?

2 A We did not talk about the letter before it went out.

3 Q Okay. So you didn't authorize this letter to be sent
4 out on behalf of CBC Partners; is that what your testimony is?

5 A I did not authorize every letter. I'm not saying
6 it's not correct. I was allowing the attorney to work on our
7 behalf.

8 Q Go to Exhibit X.

9 A Right. Hold on.

10 I'm sorry. I'm not seeing Exhibit X. Can you
11 describe it to me.

12 Q It's an April 8th, 2020, letter from Mr. Mushkin to
13 my office that is stating that the default notice will not be
14 withdrawn, and the foreclosure process will continue. My
15 question to you is why was default notices still being sent on
16 behalf of CBC if it sold the note the week before?

17 A I don't know. You know, I don't know.

18 Q Did you authorize this letter to go out?

19 A Not specifically, no.

20 Q Let's go to Exhibit C as in cat, page 7. Okay. And
21 on Section B1, the last sentence of this paragraph says:

22 The parties acknowledge that the
23 conditions to which CJCVC options were subject
24 have been satisfied and that the SJCVC options
25 have been exercised.

EXHIBIT 18

EXHIBIT 18

MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.
L. Joe Coppedge, Esq.
Mark C. Hafer, Esq.*

*of counsel

6070 South Eastern Avenue
Suite 270
Las Vegas, Nevada 89119

Telephone 702.454.3333
Facsimile 702.386.4979

July 2, 2020

Via Certified Mail
& USPS

Jay Bloom, Manager
Spanish Heights Acquisition Company, LLC
c/o Maier Gutierrez & Associates
8816 Spanish Ridge Avenue
Las Vegas, NV 89148

Via Certified Mail
& USPS

Jay Bloom, Manager
SJC Ventures, LLC
c/o Maier Gutierrez & Associates
8816 Spanish Ridge Avenue
Las Vegas, NV 89148

Via Certified Mail
& USPS

Kenneth & Sheila Antos Living Trust
4968 Mountain Foliage Drive
Las Vegas, NV 89148-1429

Reference: Clark County Nevada APN 163-29-615-007
5148 Spanish Heights Drive

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. YOUR LOAN IS NOW DUE AND PAYABLE; AND REMAINS UNPAID AS OF THE ABOVE DATE.

Dear Borrower:

READ THIS LETTER CAREFULLY. Your loan with CBC Partners I, LLC is in default. Because of this, CBC Partners I, LLC, at its option, without further demand, may evoke the power of sale and any other remedies permitted by Nevada Law.

This is your notice your default. It has been established that the beneficiary and/or mortgage servicer of the deed of trust may cause a trustee to exercise the power of sale pursuant to NRS 107.080, commence a civil action for the recovery of any debt, or to enforce any right under a mortgage loan that is not barred by NRS. 40.430.

You are in default by failing to make the final balloon payment on March 31, 2020. Failure to cure the default may result the sale of said property.

The undersigned, as attorney for the Beneficiary for the above referenced loan, does

PA0997

July 2, 2020

Page 2

Re: APN: 163-29-615-007

hereby notify you that a Notice of Default and Election to sell will be recorded on the referenced property due to non-payment.

As a borrower, you have a right to discuss foreclosure prevention alternatives and subject to qualification criteria.

The following information is required to be provided to you under Nevada statute:

1. The amount of the payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of this statement:

2. The amount in default: \$5,578,459.15

3. The current unpaid principal amount of the obligation or debt secured by the deed of trust: \$2,935,001.14

4. The amount of accrued interest and late charges: \$1,315,105.24

5. The amount in advances paid on your behalf: \$1,326,744.55

6. Interest accrual (at 20% pursuant to the Forbearance Agreement dated September 27, 2017) in the amount of \$1,608.22 per day from April 1, 2020 until paid in full.

7. A good faith estimate of all fees imposed in connection with the exercise of the power of sale is between \$9,000.00 and \$25,000.00, an amount that will be added in and which you may ultimately be responsible for.

8. Contact information and telephone number for obtaining the most current amounts due:

Michael R. Mushkin
6070 S. Eastern Avenue, Suite 270
Las Vegas, NV 89119
Telephone: (702) 454-3333

To discuss the matter with a housing counseling agency approved by the United States Department of Housing and Urban Development, here is their telephone number in order to find such a housing counseling agency: 1-888-995-HOPE (4673). Additional contact information of one or more Counseling Agencies or Programs approved by the United States Department of Housing:

July 2, 2020

Page 3

Re: APN: 163-29-615-007

1. Community Services of Nevada
730 W. Cheyenne Avenue #10
North Las Vegas, Nevada 89030
702-307-1710
2. Financial Guidance Center
2650 S. Jones Blvd.
Las Vegas, Nevada 89146
702-364-0344

If you are a service member or a dependent of a service member, you may be entitled to certain protections under the federal Service members Civil Relief Act 50 U.S.C. Appx. 501 et seq., regarding the service member's interest rate and the risk of foreclosure, and counseling for covered service members that is available from Military OneSource and the United States Armed Forces Legal Assistance or any other similar agency. The telephone number for Military OneSource is 1-800-342-9647

As a borrower, you may request:

1. A copy of your note and forbearance agreements
2. A copy of the recorded deed of trust
3. A copy of the recorded assignment, if applicable

Should you have any questions, or need further assistance from our office, please do not hesitate to contact the undersigned.

Sincerely,

Michael R. Mushkin

Michael R. Mushkin, Esq.

MRM:klf

PA0999

EXHIBIT 19

EXHIBIT 19



Nevada Trust Deed Services

10161 Park Run Drive, Suite 150, Las Vegas, NV 89145
Phone: (702)733-9900 Fax: (702)329-1170

September 15, 2020

JAY BLOOM MANAGER-SPANISH HEIGHTS ACQUISITION COMPANY LLC
C/O MAIER GUTIERREZ & ASSOCIATES
8816 SPANISH RIDGE AVENUE
LAS VEGAS, NV 89148

RE: FILE NO.: 20-09-008-FCL

YOU ARE HEREBY NOTIFIED that the holder of the obligation secured by the Deed(s) of Trust listed in the attached Notice of Breach and Election to Sell under Deed of Trust, has executed and delivered to the undersigned, as duly appointed or substituted Trustee under said Deed(s) of Trust, a Declaration of Default and a NOTICE OF BREACH AND ELECTION TO SELL under Deed(s) of Trust to satisfy the obligations secured thereby, said notice having been recorded on September 15, 2020.

PROPERTY IN FORECLOSURE MAY BE SOLD WITHOUT ANY COURT ACTION.

You may have the legal right to cure the breach of the obligation plus pay permitted costs and expenses. Please contact our office for the applicable date as provided by Nevada Revised Statutes Chapter 107.

For information as to the amount you must pay to cure the breach of the obligation and to arrange for payment, or if your property is in foreclosure for any other reason, contact the undersigned immediately. All payments for redemption should be deposited with NEVADA TRUST DEED SERVICES in the form of CERTIFIED FUNDS.

PLEASE TAKE NOTICE

Effective June 12, 2017 Nevada passed Senate Bill SB490, which allows the owner of a single family residence to file for mediation. **This program applies to owner occupied single family residence properties only.**

If you are eligible for mediation, the forms to apply to the program are enclosed. Please read the forms and follow the directions. The forms must be filed with the Eighth Judicial District Court for the State of Nevada located at 200 Lewis Avenue, Las Vegas, Nevada, 89155. You are advised to promptly consult with an attorney if you need assistance with these forms. If the forms are not filed within the 30 day time period, you will not be permitted to enter into the Foreclosure Mediation Assistance Program.

YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NEVADA TRUST DEED SERVICES

Michele Dobar
Foreclosure Officer

Certified Mail
Return Receipt Requested

APN: 163-29-615-007

Property: 5148 Spanish Heights Dr
Las Vegas, NV 89148

RETURN TO/TRUSTEE CONTACT INFO:
Nevada Trust Deed Services
10161 Park Run Drive, Suite 150
Las Vegas, NV 89145
(702)733-9900

Inst #: 20200915-0001405
Fees: \$292.00
09/15/2020 11:00:36 AM
Receipt #: 4210623
Requestor:
Nevada Trust Deed Services
Recorded By: TIKG Pgs: 6
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

NOTICE OF BREACH AND ELECTION TO SELL UNDER DEED OF TRUST

FILE NO.: 20-09-008-FCL

NOTICE IS HEREBY GIVEN:

That Nevada Trust Deed Services, is the current Trustee under a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated December 17, 2014, executed by Kenneth M. Antos and Sheila M. Neumann-Antos, Trustees of the Kenneth and Sheila Antos Living Trust dated April 26, 2007, and any amendments thereto, ("Trustor"), to secure obligations presently in favor of 5148 Spanish Heights, LLC, a Nevada limited liability company, ("Current Beneficiary"), recorded December 29, 2014 as Instrument No. 20141229-0002856, of Official Records in the Office of the County Recorder of CLARK County, Nevada as modified or amended, if applicable.

That a breach of the obligations for which such Deed of Trust is security has occurred in that:

The entire principal balance and interest accrued thereon which became due on March 31, 2020, has not been paid in full and the balance remains due, owing and delinquent.

Together with any and all foreclosure fees and expenses, interest, late charges due, insurance, accrued late charges, advancements, and expenses, if any, to preserve the security of the beneficiary.

That by reason thereof, the undersigned, present beneficiary under such Deed of Trust, has executed and delivered to said Trustee a written Declaration of Default and Demand for Sale, and has surrendered to said Trustee such Deed of Trust and all documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

YOU MAY HAVE THE RIGHT TO CURE THE DEFAULT HEREIN AND REINSTATE THE OBLIGATION SECURED BY SUCH DEED OF TRUST ABOVE DESCRIBED. SECTION 107.080 OF NRS PERMITS CERTAIN DEFAULTS TO BE CURED UPON THE PAYMENT OF THE AMOUNTS REQUIRED BY THAT SECTION WITHOUT REQUIRING PAYMENT OF THAT PORTION OF PRINCIPAL AND INTEREST WHICH WOULD NOT BE DUE HAD NO DEFAULT OCCURRED. WHERE REINSTATEMENT IS POSSIBLE, IF THE DEFAULT IS NOT CURED WITHIN 35 DAYS FOLLOWING THE RECORDING AND MAILING TO GRANTOR OR GRANTOR'S SUCCESSOR IN INTEREST OF THIS NOTICE, THE RIGHT OF REINSTATEMENT WILL TERMINATE AND THE PROPERTY MAY THEREAFTER BE SOLD.

To determine if reinstatement is possible, and the amount necessary to cure the default, contact the Beneficiary, their successor in interest, or the Trustee.

DATED: September 9, 2020

5148 Spanish Heights, LLC, a Nevada limited liability company

BY: [Signature]
Michael R. Mushkin, Manager

Michael R. Mushkin

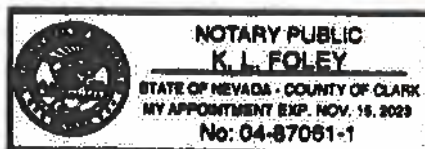
State of Nevada

County of Clark

}
} ss.
}

This instrument was acknowledged before me on September 9, 2020 by Michael R. Mushkin as Manager of 5148 Spanish Heights, LLC, a Nevada limited liability company

[Signature]
NOTARY PUBLIC
My Commission Expires: Nov. 15, 2023



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE
NRS § 107.080(2)(c)

STATE OF Nevada)
COUNTY OF Clark) ss.

The affiant, Michael R. Mushkin as Manager of 5148 Spanish Heights, LLC, a Nevada limited liability company, being first duly sworn upon oath, based on my direct, personal knowledge, or personal knowledge that I acquired by a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, which business records meet the standards set forth in NRS § 51.135, and under penalty of perjury attests that I am the authorized representative of the beneficiary, of the deed of trust described in the Notice of Breach and Election to Sell Under Deed of Trust to which this affidavit is attached (the "Deed of Trust").

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS § 107.080(2)(c):

1. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Nevada Trust Deed Services
10161 Park Run Drive
Suite 150
Las Vegas, NV 89145

The full name and business address of the current holder of the note secured by the Deed of Trust and the current beneficiary of record of the Deed of Trust is:

5148 Spanish Heights, LLC, a Nevada limited liability company
6070 S Eastern Ave., Ste. 270
Las Vegas, NV 89119

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

N/A

2. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is (i) in actual or constructive possession of the note secured by the Deed of Trust, or (ii) is entitled to enforce the obligation or debt secured by the Deed of Trust.
3. The beneficiary or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, or the trustee, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
- a. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance of payment, as of the date of the statement;
 - b. The amount in default;

- c. The principal amount of the obligation or debt secured by the Deed of Trust;
 - d. The amount of accrued interest and late charges;
 - e. A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and
 - f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number as required by NRS § 107.080(2)(c)(4).
4. A local or toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive the most current amount due and a recitation of the information contained in the affidavit is (702)454-3333.
5. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, which information may be based on any of the knowledge or information described in NRS § 107.080(2)(c)(5)(I-IV):

Title of Assignment Document: Assignment of Interest in Deed of Trust

Date: April 8, 2020

Recording Information: Instrument No. 20200528-0002508

Name of Assignee: 5148 Spanish Heights, LLC, a Nevada limited liability company

DATED: September 9, 2020

Affiant:

5148 Spanish Heights, LLC, a Nevada limited liability company

BY:

Michael R. Mushkin
Michael R. Mushkin, Manager

Michael R. Mushkin

State of Nevada

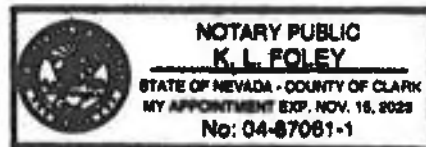
County of Clark

}
}ss.
}

This instrument was acknowledged before me on September 9, 2020 by Michael R. Mushkin as Manager of 5148 Spanish Heights, LLC, a Nevada limited liability company

K. L. Foley
NOTARY PUBLIC

My Commission Expires: Nov. 15, 2023



File No.: 20-09-008-FCL

Property: 5148 Spanish Heights Dr
Las Vegas, NV 89148

NEVADA DECLARATION

The undersigned declares the following under the laws of the State of Nevada:

1. That pursuant to Nevada Revised Statute § 107.560(5) of the Nevada Homeowner Bill of Rights ("HOBR"), the lender is exempt from liability under, and deemed to be in compliance with, Nevada Revised Statutes § 107.400 through § 107.560 inclusive of the HOBR as a signatory to the consent judgment referenced therein.

2. That despite being exempt under the HOBR, the lender has, in a spirit of compliance, nevertheless undertaken to attempt to contact the borrower in accordance with the HOBR as set out below.

3. That I have reviewed the lender's business records maintained in the ordinary course of business, and having personal knowledge of the contents of those records, hereby state that those business records reflect that the bank attempted to contact the borrower in accordance with the HOBR or determined as follows:

5148 Spanish Heights, LLC, a Nevada limited liability company

☐ Contacted the borrower to assess the borrower's financial situation, explore options for the borrower to avoid foreclosure, and to offer a subsequent meeting with bank representatives in accordance with NRS 107.510(2).

☐ Tried with due diligence to contact the borrower in order to assess their financial situation and to explore options for the borrower to avoid foreclosure in accordance with NRS 107.510(5), including by:

- a. sending a letter via first class mail to the borrower(s) informing the borrower(s) of the right to discuss foreclosure alternatives, providing the telephone number for the United States Department of Housing and Urban Development ("HUD") and a toll-free telephone number providing access to a live representative during business hours in compliance with NRS 107.510(5)(a);
- b. posting a prominent link on its internet website homepage to the information required by NRS 107.510(5)(e);
- c. attempting to contact the borrower on three separate days at a different time each day as required by NRS 107.510(b);
- d. sending a letter via certified mail, return receipt requested as required under NRS 107.510(5)(c);

☐ Determined that no contact was required pursuant to NRS § 107.510 because the loan was not a "residential mortgage loan" secured by a mortgage or deed of trust on owner-occupied housing (principal residence), as defined by NRS 107.450.

☐ Determined that no contact was required pursuant to NRS § 107.510 because the mortgagor is not a "borrower" as defined by NRS 107.410. The mortgagor surrendered the secured property as evidenced by a letter confirming the surrender or delivered the keys to the property to the mortgagee, trustee, beneficiary of the deed of trust, or an authorized agent of such a person.

☐ Provided the borrower with each of the disclosures identified in NRS 107.500(1).

☐ Determined that providing the borrower with each of the disclosures identified in NRS 107.500(1) was not required because the loan was not a "residential mortgage loan" or the mortgagor is not a "borrower" as defined by NRS 107.450 and NRS 107.410 respectively.

☒ Determined that providing the borrower with each of the disclosures identified in NRS 107.500(1) was not required because the beneficiary is a financial institution or lender, that, during its immediately preceding annual reporting period, as established with its primary regulator, has foreclosed on 100 or fewer real properties located in this State which constitute owner-occupied housing, as defined by NRS 107.460.

DATED: September 9, 2012

5148 Spanish Heights, LLC, a Nevada limited liability company

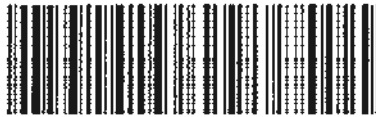
BY: 

Michael R. Mushkin, Manager

Michael R. Mushkin

Nevada Trust Deed Services
10161 Park Run Drive
Suite 150
Las Vegas NV 89145

USPS CERTIFIED MAIL



9414 8118 9876 5827 7510 85

20-09-008-FCL
Jay Bloom-Spanish Heights Acquisition Company
c/o Maier Gutierrez & Associates
8816 Spanish Ridge Avenue
Las Vegas NV 89148



\$5.75 US POSTAGE
FIRST-CLASS
Sep 16 2020
Mailed from ZIP 89145

11923275



stamps
indicia

062S0012913542

EXHIBIT 20

EXHIBIT 20

Jay Bloom

From: Jonathan Ukeiley <ju12@ntrs.com>
Sent: Monday, April 20, 2020 1:48 PM
To: Jay Bloom
Cc: Yeshim Korkmaz
Subject: Northern Trust
Attachments: ANTOS-April loan statement.pdf

Jay

It was good to speak with you today. Please find the April 9th bill attached.

As you can see on the bill to cure the January, February, March and April 2020 past due bills please forward a payment for \$13,161.29. This figure is in the box on the top right labeled Minimum Payment Due.

Can you please forward the check to the Las Vegas office as this will help expedite the payment process.

The address is:

The Northern Trust Company
1995 Village Center Circle
Las Vegas, Nevada 89134
Attn: Yeshim Korkmaz

Let me know if there are any questions as all my contact information is below in the signature block.

Jonathan



Jonathan Ukeiley | Vice President | Wealth Management
2398 E. Camelback Rd., Ste. 1100, Phoenix, AZ, 85016, USA | phone (602) 468-2613
| fax (602) 468-2550 | ju12@ntrs.com Please visit northerntrust.com

This email and any attachments are being presented for discussion purposes only. This email does not constitute, and should be not be construed as, an offer or agreement by The Northern Trust Company to make a loan or any other type of financial accommodation to you, or to modify the terms of any existing loan or security documents between you and The Northern Trust Company. Any such offer or agreement by The Northern Trust Company is subject to final credit approval by The Northern Trust Company and the negotiation and execution of a formal written agreement, acceptable in form and substance to The Northern Trust Company in its sole and absolute discretion.

Please read our [Privacy Notice](#) to learn how we use the personal information you provide and your related rights. If you would like our latest insights, including Cyber Security topics, add e.northern@ntrs.com to your contacts. [Learn more](#) about how to safeguard messages from Northern Trust.

CONFIDENTIALITY NOTICE: This communication is confidential, may be privileged and is meant only for the intended recipient. If you are not the intended recipient, please notify the sender ASAP and delete this message from your system.

7/16/2020 11:16

EXHIBIT 21

EXHIBIT 21

1 **TRO**

2 JOSEPH A. GUTIERREZ, ESQ.

3 Nevada Bar No. 9046

4 DANIELLE J. BARRAZA, ESQ.

5 Nevada Bar No. 13822

6 **MAIER GUTIERREZ & ASSOCIATES**

7 8816 Spanish Ridge Avenue

8 Las Vegas, Nevada 89148

9 Telephone: 702.629.7900

10 Facsimile: 702.629.7925

11 E-mail: jag@mgalaw.com
djb@mgalaw.com

12 *Attorneys for Plaintiffs*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

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

20 Plaintiffs,

21 vs.

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

Defendants.

AND RELATED CLAIMS.

Case No.: A-20-813439-B

Dept. No.: 11

TEMPORARY RESTRAINING ORDER

The Court, having reviewed the application for temporary restraining order filed by Plaintiffs Spanish Heights Acquisition Company, LLC and SJC Ventures Holding Company, LLC

1 (“Plaintiffs”), including all other pleadings, declarations, and affidavits on file herein, and for good
2 cause appearing, finds that this is a proper instance for a temporary restraining order to be issued and
3 that if defendants CBC Partners I, LLC, CBC Partners, LLC, and 5148 Spanish Heights, LLC
4 (“Defendants”) are not restrained and enjoined by order of this Court, Plaintiffs will continue to suffer
5 immediate and irreparable injury. Accordingly,

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the application for
7 temporary restraining order filed by Plaintiffs be, and the same is hereby GRANTED.

8 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Defendants, together with
9 any and all of its affiliates, agents, employees, and attorneys, are immediately and until after the
10 hearing on Plaintiffs’ motion or preliminary injunction:

- 11 1. Ordered to rescind the Notice of Default conveyed on July 2, 2020 by CBC Partners I,
12 LLC, as CBC Partners I, LLC had no claimed interest in the Property by July 2, 2020;
- 13 2. Ordered to rescind the Notice of Breach and Election to Sell Under Deed of Trust recorded
14 on September 15, 2020, as there are questions of fact regarding the legitimacy of the
15 claimed third-position Deed of Trust; and
- 16 3. Prevented and precluded from engaging in any further foreclosure activities until after the
17 hearing on Plaintiffs’ motion for preliminary injunction.

18 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that a hearing on the motion
19 or preliminary injunction filed by Plaintiffs will take place on the ____ day of _____, 2020/2021, at
20 _____ a.m., in Department 11 of the above-entitled Court. Notice of said hearing and the time
21 and place thereof shall be given by Plaintiffs to Defendants’ counsel no later than the ____ day of
22 _____, 2020/2021, by serving upon Defendants’ counsel a copy of this temporary restraining
23 order, together with a copy of the moving papers. An opposition, if the opposing party desires to file
24 one, shall be filed and served on or before _____. A reply shall be filed and served on or before
25 _____.

26 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Plaintiffs shall not be
27 required to post a bond/ post a bond or cash with the Court in the amount of _____ in
28 accordance with NRCP 65(c) as security for the payment of such costs and damages as may be

1 incurred or suffered by any party who is found to have been wrongfully enjoined or restrained in this
2 action.

3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this temporary restraining
4 order shall remain in effect until the hearing on the motion for preliminary injunction, unless further
5 extended by order of this Court or stipulation of the parties.

6
7
8
9
10 Respectfully submitted,

11 **MAIER GUTIERREZ & ASSOCIATES**

12 /s/ Danielle J. Barraza

13 JOSEPH A. GUTIERREZ, ESQ.
14 Nevada Bar No. 9046
15 DANIELLE J. BARRAZA, ESQ.
16 Nevada Bar No. 13822
17 8816 Spanish Ridge Avenue
18 Las Vegas, Nevada 89148
19 *Attorneys for Plaintiffs*
20
21
22
23
24
25
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27
28

EXHIBIT 22

EXHIBIT 22

1 **DECL**

2 JOSEPH A. GUTIERREZ, ESQ.

3 Nevada Bar No. 9046

4 DANIELLE J. BARRAZA, ESQ.

5 Nevada Bar No. 13822

6 **MAIER GUTIERREZ & ASSOCIATES**

7 8816 Spanish Ridge Avenue

8 Las Vegas, Nevada 89148

9 Telephone: 702.629.7900

10 Facsimile: 702.629.7925

11 E-mail: jag@mgalaw.com

12 djb@mgalaw.com

13 *Attorneys for Plaintiffs*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

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

21 Plaintiffs,

22 vs.

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

Defendants.

AND RELATED CLAIMS

Case No.: A-20-813439-C

Dept. No.: 11

**EXHIBIT 22, DECLARATION OF JAY
BLOOM IN SUPPORT OF PLAINTIFFS'
RENEWED APPLICATION FOR
TEMPORARY RESTRAINING ORDER
AND MOTION FOR PRELIMINARY
INJUNCTION ON AN ORDER
SHORTENING TIME**

I, JAY BLOOM, hereby declare as follows:

1. I am over the age of eighteen (18) and I have personal knowledge of all the facts set

1 forth herein. Except otherwise indicated, all facts set forth in this declaration are based upon my own
2 personal knowledge, my review of the relevant documents, and my opinion of the matters that are the
3 issues of this lawsuit. If called to do so, I would competently and truthfully testify to all matters set
4 forth herein, except for those matters stated to be based upon information and belief.

5 2. I am providing this declaration in my capacity as manager of the entity owning the
6 majority interest in Spanish Heights Acquisition Company, LLC, a plaintiff in this matter.

7 3. I have reviewed the "PLAINTIFFS' RENEWED APPLICATION FOR
8 TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON
9 AN ORDER SHORTENING TIME" dated December 14, 2020 ("Motion") and the factual assertions
10 in that Motion are true and accurate to the best of my knowledge.

11 4. Enclosed herein with my Declaration is a true and accurate copy of correspondence
12 that I received on December 11, 2020 at the mailbox for the Property at issue, claiming that "a
13 foreclosure sale date has been recorded and scheduled for 01/13/2021 on property located at 5148
14 SPANISH HEIGHTS DR, LAS VEGAS, NV 89148-1422."

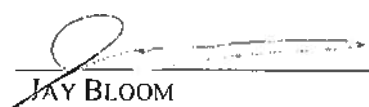
15 5. This correspondence was the first I heard about a foreclosure sale being scheduled.

16 6. I am not aware of a Notice of Sale being recorded with the Property records, nor have
17 I received correspondence from Defendants' counsel regarding a foreclosure sale, nor has a Notice of
18 Sale been posted on the Property.

19 7. However, given that I received correspondence in the mail indicating a foreclosure sale
20 date has been set for January 13, 2021, I believe I have no choice but to move forward with seeking
21 relief from the Court.

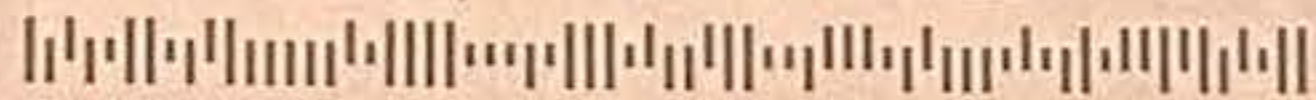
22 I declare under penalty of perjury under the laws of the United States of America that the
23 foregoing is true and correct to the best of knowledge, information and belief.

24 DATED this 14th day of December, 2020.

25
26 
27 JAY BLOOM
28

SE HABLA ESPAÑOL

SPANISH HEIGHTS ACQUISITIONS COM
5148 SPANISH HEIGHTS DR
LAS VEGAS, NV 89148-1422



RE: 5148 SPANISH HEIGHTS LLC
Free Re-Evaluation of
Original Loan: \$3,250,000.00

File#: P24666D8

Re-Negotiation Assistance

Dear SPANISH HEIGHTS ACQUISITIONS COM,

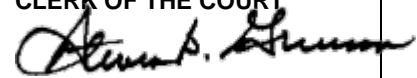
Urgent! According to records obtained through the county, a **foreclosure sale date** has been recorded and **scheduled for 01/13/2021** on property located at 5148 SPANISH HEIGHTS DR, LAS VEGAS, NV 89148-1422. APN #163-29-615-007. Your first mortgage, originally funded by 5148 SPANISH HEIGHTS LLC, may be eligible to be **RESTRUCTURED** as a result of new government programs effective to a 5, 10, or a 30 year fixed rate mortgage with a payment of only **\$12,012.63** per month **even if you were denied a loan modification, your home recently sold or have a foreclosure sale date.**

This offer to assist you with your current home loan may include a **Reduction in your monthly rate, payments and principal balance owed by up to 20%-50%.** We may also be able to prevent your home from going to foreclosure auction and postpone a sale date. With our current strategy, we push banks to re-negotiate the terms of your home loan, reduce the balance owed, stop foreclosure auctions, and in some cases help you reacquire your home at current market value. No appraisal, no equity, and no credit verification are required. **Late Payments, Notices Of Default, And Foreclosure Sale Dates Are Okay.** This will be our final attempt to contact you.

Example of how we can help you:

OLD RATE	OLD PAYMENT	
8.5%	\$24,989.69	
NEW RATE	NEW PAYMENT	MONTHLY SAVINGS
2%	\$12,012.63	\$12,977.06

If you are facing a financial hardship or in danger of losing your home to foreclosure,
**CALL IMMEDIATELY TO HELP WITH POSTPONING ANY
AND ALL SCHEDULED FORECLOSURE SALES IN
RELATION TO THE SUBJECT PROPERTY AT 1-800-343-9167**
**Our business hours are Monday – Friday 8AM to 8 PM.
Saturday 8AM to 4PM**



Electronically Filed
Aug 23 2021 11:46 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

NOAS
JOSEPH A. GUTIERREZ, ESQ.
Nevada Bar No. 9046
DANIELLE J. BARRAZA, ESQ.
Nevada Bar No. 13822
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Telephone: 702.629.7900
Facsimile: 702.629.7925
E-mail: jag@mgalaw.com
djb@mgalaw.com

Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

Defendants.

AND RELATED CLAIMS.

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

NOTICE OF APPEAL

NOTICE IS HEREBY given that plaintiff Spanish Heights Acquisition Company, LLC and
SJC Ventures Holding Company, LLC d/b/a SJC Ventures, LLC (collectively "Plaintiffs"), by and

1 through their attorneys of record, the law firm MAIER GUTIERREZ & ASSOCIATES, appeal to the
2 Supreme Court of Nevada from the Order Appointing Receiver, notice of entry of which was filed on
3 August 11, 2021, a copy of which is attached hereto as **Exhibit 1**.

4 DATED this 18th day of August, 2021.

5 Respectfully submitted,

6 **MAIER GUTIERREZ & ASSOCIATES**

7 /s/ Danielle J. Barraza

8 JOSEPH A. GUTIERREZ, ESQ.

9 Nevada Bar No. 9046

DANIELLE J. BARRAZA, ESQ.

10 Nevada Bar No. 13822

8816 Spanish Ridge Avenue

11 Las Vegas, Nevada 89148

12 *Attorneys for Plaintiffs*

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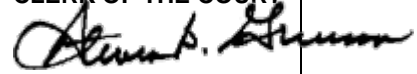
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EXHIBIT 1

EXHIBIT 1



Michael R. Mushkin, Esq.
Nevada Bar No. 2421
L. Joe Coppedge, Esq.
Nevada Bar No. 4954
MUSHKIN & COPPEDGE
6070 South Eastern Ave Ste 270
Las Vegas, NV 89119
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Facsimile: 702-386-4979
Michael@mccnvlaw.com
jcoppedge@mccnvlaw.com

Attorneys for Defendant and Counterclaimants
5148 Spanish Heights, LLC and
CBC Partners I, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

Case No. A-20-813439-B

Dept. No.: 11

NOTICE OF ENTRY OF ORDER

CAPTION CONTINUES BELOW

1 5148 SPANISH HEIGHTS, LLC, a Nevada
2 limited liability company; and CBC PARTNERS
3 I, LLC, a Washington limited liability company,

4 Counterclaimants,

5 v.

6 SPANISH HEIGHTS ACQUISITION
7 COMPANY, LLC, a Nevada Limited Liability
8 Company; SJC VENTURES, LLC, a Delaware
9 limited liability company; SJC VENTURES
10 HOLDING COMPANY, LLC, a Delaware
11 limited liability company; JAY BLOOM,
individually and as Manager, DOE
12 DEFENDANTS 1-10; and ROE DEFENDANTS
11-20,

Counterdefendants.

13 **NOTICE OF ENTRY OF ORDER**

14 PLEASE TAKE NOTICE that an Order Appointing Receiver was entered in the above-
15 entitled action on August 10, 2021, a copy of which is attached hereto.

16 DATED this 11th day of August, 2021.

17 MUSHKIN & COPPEDGE

18
19 /s/Michael R. Mushkin
MICHAEL R. MUSHKIN, ESQ.
20 Nevada State Bar No. 2421
L. JOE COPPEDGE, ESQ.
21 Nevada Bar No. 4954
22 6070 South Eastern Ave Ste 270
Las Vegas, NV 89119
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/s/Kimberly C. Yoder
An Employee of
MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.
Nevada Bar No. 2421
L. Joe Coppedge, Esq.
Nevada Bar No. 4954
MUSHKIN & COPPEDGE
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Michael@mccnvlaw.com
jcoppedge@mccnvlaw.com

Attorneys for Defendant and Counterclaimants
5148 Spanish Heights, LLC and
CBC Partners I, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

AND RELATED MATTERS

Case No. A-20-813439-B

Dept. No.: 11

ORDER APPOINTING RECEIVER

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THE COURT FINDS that a receiver over SJC Ventures, LLC (“SJCv”) is appropriate at this time given the evidence presented during the trial of this matter, as well as Judge Denton’s findings in the *TGC/Farkas Funding, LLC v. First 100, LLC* matter before the Eighth Judicial District Court (Case No. A-20-822273-C).

THEREFORE, IT IS HEREBY ORDERED THAT:

5. A bond in the amount of \$ 500.00 shall be posted by Defendants as a requirement for this Order to be deemed effective; and
6. Absent further order from the Court, the Receiver shall have no other powers,

1 authorities, or responsibilities aside from those explicitly stated in this Order.

2 7. Counterdefendant Bloom is specifically ordered to cooperate with the Receiver in
3 providing the business records of SJCVC and any subsidiary and affiliated entities in which SJCVC
4 has an ownership interest, specifically First 100, LLC and Spanish Heights Acquisition Company,
5 LLC;

6 8. The Receiver shall be the agent of the Court and shall be accountable directly to
7 this Court. This Court hereby asserts exclusive jurisdiction The Receiver is authorized to perform
8 a review and accounting of all of SJCVC's assets, holdings, and interests. The Receiver is
9 empowered to use any and all lawful means to identify the assets, rights, holdings, and interests
10 of SJCVC and any subsidiary and affiliated entities in which SJCVC has an ownership interest,
11 specifically First 100, LLC and Spanish Heights Acquisition Company, LLC; The Receiver is
12 acting solely in its capacity as a court-appointed Receiver and the debts of the Receiver are solely
13 the debts of the Receivership Estate. In no event shall the Receiver or its personnel have any
14 personal liability or obligation for the proper debts of the Receiver and/or the Receivership Estate.

15 9. The Receiver and the interested parties to the Receivership Estate may petition this
16 Court for instructions in connection with this Order and any further orders which this Court may
17 make.

18 10. Unless expressly limited herein, the Receiver shall be further granted all powers
19 given to an equity receiver, provided by N.R.S. Chapter 32 and/or common law.

20 11. Larry Bertsch is acting solely in his capacity as Receiver and no risk, obligation
21 or expense incurred shall be the personal risk, obligation, or expense of Larry Bertsch.

22 12. No individual or entity may sue the Receiver without first obtaining the permission
23 of this Court.

24 ///

25 ///

26 ///

13. Individuals or entities interested in the Receivership Estate may contact the Receiver directly by and through the following individual:

Larry Bertsch
265 E. Warm Springs Road Suite 104
Las Vegas, Nevada 89119
(702) 471-7223

Dated this 10th day of August, 2021

IT IS SO ORDERED

Eylul

E9A D44 3F77 4620
Elizabeth Gonzalez
District Court Judge

Respectfully Submitted by:
MUSHKIN & COPPEDGE

Read and Approved:
MAIER GUTIERREZ & ASSOCIATES

/s/ Michael R. Mushkin
MICHAEL R. MUSHKIN, ESQ.,
Nevada Bar No. 2421
L. JOE COPPEDGE, ESQ.,
Nevada Bar. No. 4954
6070 S. Eastern Ave., Suite 270
Las Vegas, Nevada 89119

Did Not Approve
JOSEPH A. GUTIERREZ, ESQ.
 Nevada Bar No. 9046
DANIELLE J. BARRAZA, ESQ.
 Nevada Bar No. 13822
 8816 Spanish Ridge Avenue
 Las Vegas, Nevada 89148

*Attorneys for
Defendants/Counterclaimants*

Attorneys for Plaintiffs/Counterdefendants

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Spanish Heights Acquisition
7 Company LLC, Plaintiff(s)

CASE NO: A-20-813439-B

8 vs.

DEPT. NO. Department 11

9 CBC Partners I LLC,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order Granting Motion 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: 8/10/2021

16 MGA Docketing

docket@mgalaw.com

17 Karen Foley

kfoley@mccnvlaw.com

18 Michael Mushkin

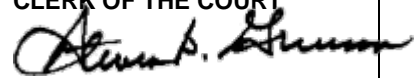
michael@mccnvlaw.com

19 Kimberly Yoder

kyoder@mccnvlaw.com

20 Jady Hayes

jhayes@mccnvlaw.com



1 **ASTA**
JOSEPH A. GUTIERREZ, ESQ.
2 Nevada Bar No. 9046
DANIELLE J. BARRAZA, ESQ.
3 Nevada Bar No. 13822
MAIER GUTIERREZ & ASSOCIATES
4 8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
5 Telephone: 702.629.7900
Facsimile: 702.629.7925
6 E-mail: jag@mgalaw.com
djb@mgalaw.com

7 *Attorneys for Plaintiffs*

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

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

15
16 Plaintiffs,

17 vs.

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

23 Defendants.
24

25 AND RELATED CLAIMS.
26

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

CASE APPEAL STATEMENT

27 Plaintiff Spanish Heights Acquisition Company, LLC and SJC Ventures Holding Company,
28 LLC d/b/a SJC Ventures, LLC (collectively "Plaintiffs"), by and through their attorneys of record, the

1 law firm MAIER GUTIERREZ & ASSOCIATES, submits this case appeal statement:

2 1. Name of appellant filing this case appeal statement:

3 Spanish Heights Acquisition Company, LLC and SJC Ventures Holding Company, LLC d/b/a
4 SJC Ventures, LLC.

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

6 Honorable District Court Judge Elizabeth Gonzalez; Order Appointing Receiver, entered on
7 August 10, 2021, notice of entry entered on August 11, 2021.

8 3. Identify each appellant and the name and address of counsel for each appellant:

9 Spanish Heights Acquisition Company, LLC and SJC Ventures Holding Company, LLC d/b/a
10 SJC Ventures, LLC, c/o Joseph A. Gutierrez, Esq. and Danielle J. Barraza, Esq. of the law firm MAIER
11 GUTIERREZ & ASSOCIATES located at 8816 Spanish Ridge Avenue, Las Vegas, Nevada 89148.

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

15 5148 Spanish Heights, LLC and CBC Partners I, LLC, c/o Michael R. Mushkin, Esq. and L.
16 Joe Coppedge, Esq. of the law firm MUSHKIN & COPPEDGE located at 6070 S. Eastern Ave, Ste. 270,
17 Las Vegas, Nevada 89119.

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

22 N/A.

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

25 Yes, Appellants were represented by retained counsel in the district court.

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

27 Appellants are represented by retained counsel on appeal.

28 Yes, Appellants are represented by retained counsel on appeal.

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

3 Not applicable. Appellant did not apply for and was not granted leave to proceed in forma
4 pauperis in the district court.

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

7 Complaint was filed on April 9, 2020.

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

10 This action involves the residential property located at 5148 Spanish Heights Drive, Las
11 Vegas, Nevada 89148, with Assessor's Parcel Number 163-29-615-007 ("Property"). The Property
12 is owned by plaintiff Spanish Heights Acquisition Company, LLC ("SHAC") pursuant to a recorded
13 deed, and leased by plaintiff SJC Ventures pursuant to a valid lease agreement. Defendants CBC
14 Partners I, LLC and 5148 Spanish Heights, LLC ("Defendants") claim to hold an interest in the
15 Property purportedly secured by a third-position Deed of Trust.

16 On April 6, 2021, following a non-jury trial on legal issues surrounding certain claims and
17 counterclaims, this Court issued its FFCL, which made certain findings involving the interpretation
18 of various contractual agreements executed by the parties. Before the trial was complete, SHAC filed
19 for bankruptcy through the Bankruptcy Court, which triggered the automatic stay of litigation as to
20 the causes of action being adjudicated against SHAC. Nevertheless, the trial was allowed to continue
21 despite Plaintiffs' objections.

22 It is undisputed that the Bankruptcy Court has determined that the Defendants violated the
23 bankruptcy stay by moving forward with the trial on February 3, 2021 and March 15, 2021 despite
24 the fact that SHAC had filed bankruptcy by that time.

25 Defendants tried to get around violating the bankruptcy stay by filing a motion seeking the
26 appointment of a non-neutral receiver of SJC Ventures. That motion was based on the void portions
27 of the Court's 4/6/2021 FFCL. That motion was also based on misrepresentations that Defendants
28 made claiming that Judge Denton had found Jay Bloom to be the alter ego of SJC Ventures in the case

1 styled as *TGC/Farkas Funding, LLC v. First 100, LLC et al*, Case No. A-20-822273-C (the
2 “TGC/Farkas Matter”).

3 The district court relied on Defendants’ misrepresentations, and in granting the motion for
4 receiver without a hearing, explicitly held in its order that it was doing so given “Judge Denton’s
5 findings in the *TGC/Farkas Funding, LLC v. First 100, LLC* matter before the Eighth Judicial District
6 Court (Case No. A-20-822273-C).”

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

10 *Spanish Heights Acquisition Company, LLC, et al. v. CBC Partners I, LLC, et al.*, Supreme
11 Court Case No. 82868;

12 *Spanish Heights Acquisition Company, LLC, et al. v. Eighth Judicial District Court of the*
13 *State of Nevada et al. and CBC Partners I, LLC, et al.*, Supreme Court Case No. 83373.

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

15 This appeal does not involve child custody or visitation.

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

17 Appellants are not opposed to settlement discussions.

18 DATED this 18th day of August, 2021.

19 Respectfully submitted,

20 **MAIER GUTIERREZ & ASSOCIATES**

21 /s/ Danielle J. Barraza

22 JOSEPH A. GUTIERREZ, ESQ.

23 Nevada Bar No. 9046

24 DANIELLE J. BARRAZA, ESQ.

25 Nevada Bar No. 13822

26 8816 Spanish Ridge Avenue

27 Las Vegas, Nevada 89148

28 *Attorneys for Plaintiffs*

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

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

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§

Location: **Department 11**
 Judicial Officer: **Gonzalez, Elizabeth**
 Filed on: **04/09/2020**
 Case Number History:
 Cross-Reference Case Number: **A813439**
 Supreme Court No.: **82868**

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

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








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

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

PARTY INFORMATION

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

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

DATE	EVENTS & ORDERS OF THE COURT	INDEX
	<u>EVENTS</u>	
04/09/2020	 Complaint <i>[1] Complaint</i>	
04/09/2020	 Initial Appearance Fee Disclosure <i>[2] Initial Appearance Fee Disclosure</i>	
04/09/2020	 Summons Electronically Issued - Service Pending <i>[3] Summons</i>	
04/09/2020	 Exhibits <i>[4] Exhibit 14</i>	
04/10/2020	 Motion Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[5] Plaintiff's Application for Temporary Restraining Order and Motion for Preliminary Injunction on Order Shortening Time</i>	
04/10/2020	 Notice of Entry of Order <i>[6] Notice of Entry of Order</i>	
04/10/2020	 Clerk's Notice of Hearing	

CASE SUMMARY

CASE NO. A-20-813439-B

[7] Notice of Hearing

04/13/2020



Request to Transfer to Business Court

[8] Request for Business Court

04/13/2020



Initial Appearance Fee Disclosure

Filed By: Counter Claimant CBC Partners I LLC

[9] Initial Appearance Fee Disclosure

04/14/2020



Notice of Department Reassignment

[10] Notice of Department Reassignment

04/14/2020



Opposition to Motion

[11] Opposition to Plaintiffs' Application for Temporary Restraining Order and Motion for Preliminary Injunction

04/21/2020



Reply in Support

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC

[12] Plaintiff's Reply in Support of Application for Temporary Restraining Order and Motion for Preliminary Injunction

04/23/2020



Errata

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

[13] Errata to Plaintiffs' Reply in Support of Application for Temporary Restraining Order and Motion for Preliminary Injunction

04/24/2020



Notice of Posting Bond

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC

[14] Notice of Posting Bond

04/27/2020



Errata

Filed By: Counter Claimant CBC Partners I LLC

[15] Errata to Opposition to Plaintiffs Application for Temporary Restraining Order and Preliminary Injunction

04/27/2020



Answer and Counterclaim

Filed By: Counter Claimant CBC Partners I LLC

[16] Defendant CBC Partners I, LLC S Answer to Complaint and Counterclaimants 5148 Spanish Heights, LLC and CBC partners I, LLC Counterclaim Against Spanish Heights Acquisition Company, LLC, SJC Ventures, LLC, SJC Ventures Holding Company, LLC, and Jay Bloom

04/27/2020



Initial Appearance Fee Disclosure

Filed By: Third Party Plaintiff 5148 Spanish Heights LLC

[17] Initial Appearance Fee Disclosure

04/27/2020



Summons Electronically Issued - Service Pending

[18] Summons SJC Ventures

04/27/2020



Summons Electronically Issued - Service Pending

[19] Summons - SJC Ventures Holding

04/27/2020
















Summons Electronically Issued - Service Pending

[20] Summons - Jay Bloom
















CASE SUMMARY

CASE NO. A-20-813439-B

05/06/2020	 Demand for Jury Trial <i>[21] Demand For Jury Trial</i>
05/06/2020	 Trial Subpoena Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[22] Subpoena - Civil</i>
05/11/2020	 Trial Subpoena Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[23] Subpoena - Civil</i>
05/13/2020	 Motion for Protective Order <i>[24] Motion for Protective Order</i>
05/13/2020	 Request for Judicial Notice <i>[25] Request for Judicial Notice in Support of Motions for Protective Order and Opposition for Preliminary Injunction</i>
05/13/2020	 Motion to Quash Filed By: Third Party Plaintiff 5148 Spanish Heights LLC <i>[26] Motion to Quash Subpoena and for Protective Order</i>
05/13/2020	 Declaration Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>[27] Declaration of Taiwan Davis</i>
05/13/2020	 Declaration Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>[28] Declaration of David Hodgman</i>
05/13/2020	 Declaration Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>[29] Declaration of Jeffrey K. Waldo</i>
05/13/2020	 Affidavit Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>[30] Affidavit of Nicole Guralny, Esq.</i>
05/14/2020	 Affidavit of Service Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>[31] Affidavit of Service Re: - SJC Ventures LLC, A Delaware Limited Liability Holding Company</i>
05/14/2020	 Affidavit of Service <i>[32] Affidavit of Service - SJC Ventures</i>
05/14/2020	 Proof of Service














CASE SUMMARY

CASE NO. A-20-813439-B

	<i>[33] Proof of Service - Jay Bloom</i>
05/14/2020	 Clerk's Notice of Hearing <i>[34] Notice of Hearing</i>
05/14/2020	 Clerk's Notice of Hearing <i>[35] Notice of Hearing</i>
05/15/2020	 Amended Complaint Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[36] Amended Complaint</i>
05/15/2020	 Summons Electronically Issued - Service Pending Party: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[37] Summons</i>
05/15/2020	 Summons Electronically Issued - Service Pending <i>[38] Summons</i>
05/15/2020	 Summons Electronically Issued - Service Pending <i>[39] Summons</i>
05/15/2020	 Summons Electronically Issued - Service Pending <i>[40] Summons</i>
05/15/2020	 Summons Electronically Issued - Service Pending <i>[41] Summons</i>
05/15/2020	 Summons Electronically Issued - Service Pending <i>[42] Summons</i>
05/26/2020	 Summons <i>[43] Summons</i>
05/26/2020	 Summons <i>[44] Summons</i>
05/26/2020	 Summons <i>[45] Summons</i>
05/26/2020	 Summons <i>[46] Summons</i>
05/28/2020	 Transcript of Proceedings <i>[47] Transcript of Proceedings: Hearing on Plaintiffs' Application for Temporary Restraining Order and Motion for Preliminary Injunction</i>
05/29/2020	 Order Granting Motion Filed By: Counter Defendant Spanish Heights Acquisition Company LLC <i>[48] Order Granting Plaintiffs' Motion for Preliminary Injunction on a Limited Basis</i>

CASE SUMMARY

CASE NO. A-20-813439-B

05/29/2020	 Motion to Dismiss Filed By: Counter Claimant CBC Partners I LLC; Defendant 5148 Spanish Heights LLC <i>[49] Motion to Dismiss First Amended Complaint as to Dacia, LLC</i>
05/29/2020	 Clerk's Notice of Hearing <i>[50] Notice of Hearing</i>
05/29/2020	 Notice of Entry of Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[51] Notice of Entry of Order</i>
06/04/2020	 Summons <i>[52] Summons</i>
06/04/2020	 Summons Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[53] Summons</i>
06/08/2020	 Business Court Order <i>[54] Business Court Order</i>
06/10/2020	 Answer to Amended Complaint Filed By: Counter Claimant CBC Partners I LLC <i>[55] Defendants CBC Partners I, LLC, CBC Partners, LLC, and 5148 Spanish Heights, LLC Answer to First Amended Complaint</i>
06/12/2020	 Opposition to Motion to Dismiss Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[56] PLAINTIFFS' OPPOSITION TO DACIA, LLC'S MOTION TO DISMISS FIRST AMENDED COMPLAINT</i>
06/16/2020	 Motion for Order to Show Cause <i>[57] Defendants/Counterclaimants CBC Partners 1, LLC and 5148 Spanish Heights, LLC's Motion for Order to Show Cause on Order Shortening Time</i>
06/16/2020	 Notice of Intent Filed By: Counter Claimant CBC Partners I LLC <i>[58] Counterclaimants Notice of Intent to Default</i>
06/16/2020	 Notice of Intent Filed By: Counter Claimant CBC Partners I LLC <i>[59] Counterclaimants Notice of Intent to Default</i>
06/19/2020	 Opposition Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[60] PLAINTIFFS OPPOSITION TO DEFENDANTS CBC PARTNERS I, LLC AND 5148 SPANISH HEIGHTS, LLC S MOTION FOR ORDER TO SHOW CAUSE ON ORDER SHORTENING TIME AND COUNTERMOTION FOR SANCTIONS</i>
06/19/2020	 Objection Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter

CASE SUMMARY

CASE NO. A-20-813439-B

Defendant SJC Ventures Holdings Company LLC

[61] PLAINTIFFS OBJECTION TO THE NOTICES OF INTENT TO DEFAULT FILED ON JUNE 16, 2020

06/22/2020



Reply in Support

[62] Reply in Support of Defendants/Counterclaimants CBC Partners I, LLC and 5148 Spanish Heights, LLC Motion for Order to Show Cause On Order Shortening Time

06/22/2020



Supplement

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

[63] Plaintiffs' Supplemental Exhibit to Opposition to Defendants CBC Partners I, LLC and 5148 Spanish Heights, LLC's Motion for Order to Show Cause on Order Shortening Time and Countermotion for Sanctions

06/23/2020



Reply in Support

[64] Reply in Support of Motion to Dismiss First Amended Complaint as to Dacia, LLC

06/24/2020



Motion

[65] CBC Partners I, LLC, and 5148 Spanish Heights, LLC's, Emergency Motion for Approval to Issue Subpoenas Duces Tecum on Order Shortening Time

06/26/2020



Reply

Filed by: Counter Claimant CBC Partners I LLC; Defendant 5148 Spanish Heights LLC

[66] Reply to Plaintiffs' Objection to the Notices of Intent to Default and Request to Strike Objection

06/29/2020



Opposition

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

[67] Plaintiffs Opposition To Defendants CBC Partners I, LLC And 5148 Spanish Heights, LLC's Emergency Motion For Approval To Issue Subpoenas Duces Tecum On Order Shortening Time And Countermotion For Protective Order

06/30/2020



Scheduling and Trial Order

[68] Business Court Scheduling Order and Order Setting Civil Jury Trial, Pretrial Conference, and Calendar Call

07/02/2020



Transcript of Proceedings

[69] Transcript of Proceedings: Hearing on Defendant's Motion to Dismiss First Amended Complaint as to Dacia, LLC, and Evidentiary Hearing

07/10/2020



Transcript of Proceedings

[70] Transcript of Proceedings: Hearing on CBC Partners I's Motion for Order to Show Cause 6/22/2020

07/10/2020



Answer to Counterclaim

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC; Counter Defendant Bloom, Jay

[71] Spanish Heights Acquisition Company, LLC, SJC Ventures LLC, SJC Ventures Holding Company, LLC, and Jay Bloom's Answer To Counterclaim

07/11/2020















Order

Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC

[72] Order of Contempt

CASE SUMMARY

CASE NO. A-20-813439-B

07/14/2020	 Notice of Entry of Order Filed By: Counter Claimant CBC Partners I LLC <i>[73] Notice of Entry of Order</i>
07/20/2020	 Filing Fee Remittance Filed By: Counter Defendant Bloom, Jay <i>[74] Initial Appearance Fee Disclosure</i>
07/27/2020	 Motion for Appointment of Receiver Filed By: Defendant 5148 Spanish Heights LLC <i>[75] Motion for Appointment of Receiver</i>
07/27/2020	 Motion for Partial Summary Judgment Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>[76] 5148 Spanish Heights, LLC and CBC Partners I LLC, Motion for Partial Summary Judgment</i>
07/27/2020	 Motion for Order Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC <i>[77] Defendants/ Counterclaimant's Motion for Order Determining Jay Bloom to be a Vexatious Litigant</i>
07/27/2020	 Motion Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC <i>[78] 5148 Spanish Heights, LLC and CBC Partners I, LLC Motion for Determination of Unlawful Detainer</i>
07/27/2020	 Motion for Sanctions Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC <i>[79] Motion for Sanctions Pursuant to NRCP Rule 11</i>
07/29/2020	 Clerk's Notice of Hearing <i>[80] Notice of Hearing</i>
07/29/2020	 Clerk's Notice of Hearing <i>[81] Notice of Hearing</i>
07/29/2020	 Clerk's Notice of Hearing <i>[82] Notice of Hearing</i>
08/10/2020	 Opposition to Motion For Summary Judgment Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[83] Plaintiffs' Opposition to Defendants CBC Partners I, LLC and 5148 Spanish Heights, LLC's Defective Motion for Partial Summary Judgment</i>
08/10/2020	 Opposition to Motion Filed By: Counter Defendant Bloom, Jay <i>[84] Jay Bloom's Opposition to Defendant CBC Partners I, LLC and 5148 Spanish Heights, LLC's Motion for Order Determining Jay Bloom to be Vexatious Litigant</i>

CASE SUMMARY

CASE NO. A-20-813439-B

08/10/2020



Opposition and Countermotion

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
[85] Plaintiffs' Opposition to Defendants CBC Partners I, LLC and 5148 Spanish Heights, LLC's Rogue Motion for Sanctions and Countermotion for Sanctions

08/10/2020



Opposition to Motion

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
[86] Plaintiffs Opposition To Defendants CBC Partners I, LLC And 5148 Spanish Heights, LLC's Motion For Appointment Of Adverse Receiver

08/10/2020



Opposition to Motion

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC; Counter Defendant Bloom, Jay
[87] Plaintiffs And Jay Blooms Opposition To Defendants CBC Partners I, LLC And 5148 Spanish Heights, LLCs Motion For Unlawful Detainer

08/19/2020



Motion for Protective Order

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
[88] Plaintiffs Objection And Motion For Protective Order Regarding Defendant/Counterclaimants 5148 Spanish Heights, LLC And CBC Partners I, LLC S Notice Of Intent To Serve Subpoenas

08/20/2020



Clerk's Notice of Hearing

[89] Notice of Hearing

08/24/2020



Reply in Support

[90] Reply in Support of Motion for Appointment of Receiver

08/24/2020



Reply in Support

Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant 5148 Spanish Heights LLC
[91] Reply in Support of Motion for Determination of Unlawful Detainer

08/24/2020



Reply in Support

[92] 5148 Spanish Heights, LLC and CBC Partners I, LLC Reply in Support of Motion For Partial Summary Judgment

08/25/2020



Reply in Support

Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC
[93] Reply in Support of Motion for Order Determining Jay Bloom to Be a Vexatious Litigant

08/25/2020



Reply in Support

Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC
[94] Reply in Support of Motion for Sanctions Pursuant to NRCP 11

08/27/2020















Notice of Intent to Take Default

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













CASE SUMMARY

CASE NO. A-20-813439-B

08/27/2020	 Notice of Intent to Take Default Party: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[96] Seven-Day Notice of Intent to Take Default</i>
09/03/2020	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Antos, Kenneth; Counter Claimant Neumann-Antos, Sheila <i>[97] Initial Appearance Fee Disclosure</i>
09/03/2020	 Answer and Counterclaim Filed By: Counter Claimant Antos, Kenneth; Counter Claimant Neumann-Antos, Sheila <i>[98] Defendants Sheila Antos and Kenneth Antos, as Trustees of the Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos Trust Answer to First Amended Complaint and Counterclaim</i>
09/08/2020	 Opposition and Countermotion Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC <i>[99] Opposition and Countermotion For Protective Order</i>
09/08/2020	 Clerk's Notice of Hearing <i>[100] Notice of Hearing</i>
09/14/2020	 Reply in Support Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[101] Plaintiff's Reply in Support of Motion for Protective Order Regarding Defendant/Counterclaimants 5148 Spanish Heights, LLC and CBC Partners I, LLC's Notice of Intent to Serve Subpoenas and Opposition to Defendant/Counterclaimants 5148 Spanish Heights, LLC and CBC Partners I, LLC's Countermotion for Protective Order</i>
09/17/2020	 Reply in Support Filed By: Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC <i>[102] Reply in Support of Countermotion for Protective Order</i>
09/22/2020	 Order Denying Motion Filed By: Counter Defendant SJC Ventures Holdings Company LLC <i>[103] Order Denying CBC Partners I, LLC and 5148 Spanish Heights, LLC s Motion for Order Determining Jay Bloom to be a Vexatious Litigant</i>
09/22/2020	 Order Denying Motion Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[104] Order Denying CBC Partners I, LLC and 5148 Spanish Heights, LLC s Motion for Sanctions Pursuant to NRCP Rule 11 and Denying Plaintiffs Countermotion for Sanctions</i>
09/24/2020	 Notice of Entry of Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[105] Notice of Entry of Order</i>
09/24/2020	 Notice of Entry of Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC <i>[106] Notice of Entry of Order</i>
09/28/2020	 Order

CASE SUMMARY

CASE NO. A-20-813439-B

	<p>Filed By: Counter Defendant Spanish Heights Acquisition Company LLC <i>[107] Interim Discovery Plan</i></p>
09/28/2020	<p> Answer to Counterclaim Filed By: Counter Defendant SJC Ventures Holdings Company LLC <i>[108] SJC Ventures Holding Company, LLC, d/b/a SJC Ventures, LLC'S Answer to Counterclaim Filed by Kenneth Antos and Sheila Neumann-Antos, as Trustees of The Kenneth & Sheila Antos Living Trust and The Kenneth M. Antos & Sheila M Neumann - Antos Trust</i></p>
09/29/2020	<p> Order Denying Motion Filed By: Defendant 5148 Spanish Heights LLC <i>[109] ORDER DENYING MOTION FOR UNLAWFUL DETAINER WITHOUT PREJUDICE</i></p>
09/29/2020	<p> Order <i>[110] Order Granting in Part and Denying in Part Motion to Dismiss as to Dacia, LLC</i></p>
10/02/2020	<p> Notice of Entry of Order Filed By: Third Party Plaintiff 5148 Spanish Heights LLC <i>[111] Notice of Entry of Order</i></p>
10/02/2020	<p> Notice of Entry of Order Filed By: Third Party Plaintiff 5148 Spanish Heights LLC <i>[112] Notice of Entry of Order</i></p>
10/02/2020	<p> Supplement to Opposition Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[113] Plaintiffs' Supplemental Opposition to Defendants CBC Partners I, LLC and 5148 Spanish Heights, LLC's Defective Motion for Partial Summary Judgment</i></p>
10/07/2020	<p> Motion for Preliminary Injunction Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[114] Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction</i></p>
10/08/2020	<p> Clerk's Notice of Hearing <i>[115] Notice of Hearing</i></p>
10/09/2020	<p> Reply in Support Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant 5148 Spanish Heights LLC <i>[116] Supplemental Reply in Support of 5148 Spanish Heights, LLC and CBC Partners I, LLC's Motion For Partial Summary Judgment</i></p>
10/10/2020	<p> Order Denying Motion Filed By: Defendant 5148 Spanish Heights LLC <i>[117] Order Denying Motion for Protective Orders</i></p>
10/12/2020	<p> Notice of Entry of Order Filed By: Third Party Plaintiff 5148 Spanish Heights LLC; Defendant 5148 Spanish Heights LLC <i>[118] Notice of Entry of Order</i></p>
10/13/2020	<p> Notice</p>

CASE SUMMARY

CASE NO. A-20-813439-B

Filed By: Counter Claimant CBC Partners I LLC; Defendant 5148 Spanish Heights LLC
[119] Notice of Issuance of Subpoenas Duces Tecum to Bank of America

10/19/2020



Opposition

[120] Defendants Counterclaimants Opposition To Plaintiffs Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction

10/19/2020



Appendix

[121] Appendix to Defendants/Counterclaimants Opposition To Plaintiffs Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction

10/27/2020



Objection

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
[122] PLAINTIFFS OBJECTION TO DEFENDANTS UNILATERAL NOTICE OF TAKING DEPOSITION OF PLAINTIFF/COUNTERDEFENDANT JAY BLOOM

10/27/2020



Objection

[123] PLAINTIFFS OBJECTION TO DEFENDANTS UNILATERAL NOTICE OF TAKING DEPOSITION OF PLAINTIFF/COUNTERDEFENDANT SPANISH HEIGHTS ACQUISITION COMPANY, LLC S PERSON MOST KNOWLEDGEABLE

10/27/2020



Objection

[124] PLAINTIFFS OBJECTION TO DEFENDANTS UNILATERAL NOTICE OF TAKING DEPOSITION OF PLAINTIFF/COUNTERDEFENDANT SJC VENTURES HOLDING COMPANY, LLC d/b/a SJC VENTURES, LLC S PERSON MOST KNOWLEDGEABLE

11/02/2020



Reply

Filed by: Counter Defendant Spanish Heights Acquisition Company LLC
[125] PLAINTIFFS REPLY IN SUPPORT OF RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION

11/03/2020



Order

[126] Order Denying CBC and 5148 Spanish Height's Motion for Partial Summary Judgment and Motion for Appointment of Receiver

11/03/2020



Notice of Entry of Order

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

11/09/2020



Declaration

[128] Declaration of Kenneth M. Antos in Support of Defendants/Counterclaimants Opposition to Plaintiffs Renewed Application for Temporary Restraining Order and Motion For Preliminary Injunction

11/09/2020



Notice of Intent

Filed By: Counter Claimant CBC Partners I LLC; Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC
[129] Notice of Intent to Serve Subpoena

11/13/2020



Objection

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
[130] PLAINTIFFS OBJECTION TO DEFENDANTS/COUNTERCLAIMANTS FOURTH SUPPLEMENTAL LIST OF WITNESSES AND PRODUCTION OF DOCUMENTS

CASE SUMMARY

CASE NO. A-20-813439-B

11/13/2020	 Objection <i>[131] PLAINTIFFS OBJECTION TO DEFENDANTS NOTICE OF INTENT TO SERVE DEPOSITION SUBPOENA DUCES TECUM</i>
11/13/2020	 Motion <i>[132] Plaintiffs Motion for an Order to Show Cause as to Why Defendant Dacia, LLC Should Not Be Held In Contempt for Failing to Abide By This Court S 10/10/2020 Order Denying Motion For Protective Orders</i>
11/16/2020	 Clerk's Notice of Hearing <i>[133] Notice of Hearing</i>
11/16/2020	 Motion for Protective Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[134] Plaintiffs' Motion for Protective Order Regarding Defendants/Counterclaimants' Notice of Intent to Serve Subpoena Upon Plaintiffs' Counsel</i>
11/17/2020	 Clerk's Notice of Hearing <i>[135] Notice of Hearing</i>
11/24/2020	 Opposition to Motion <i>[136] Opposition to Motion for Order to Show Cause and Countermotion for Protective Order</i>
11/30/2020	 Motion to Quash Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC; Counter Claimant Antos, Kenneth <i>[137] Motion to Quash Subpoena to First Savings Bank and for Protective Order</i>
12/01/2020	 Clerk's Notice of Hearing <i>[138] Notice of Hearing</i>
12/07/2020	 Opposition to Motion <i>[139] Opposition to Plaintiffs' Motion for Protective Order Regarding Notice of Intent to Serve Subpoena Upon Plaintiffs' Counsel</i>
12/10/2020	 Motion to Dismiss <i>[140] Renewed Motion to Dismiss First Amended Complaint as to Dacia, LLC or in the Alternative Motion for Summary Judgment</i>
12/10/2020	 Exhibits <i>[141] Exhibits to Renewed Motion to Dismiss First Amended Complaint as to Dacia, LLC or in the Alternative Motion for Summary Judgment</i>
12/10/2020	 Clerk's Notice of Hearing <i>[142] Clerk's Notice of Hearing</i>
12/11/2020	 Notice of Change of Hearing <i>[143] Notice of Change of Hearing</i>
12/11/2020	 Reply Filed by: Counter Defendant Spanish Heights Acquisition Company LLC

CASE SUMMARY

CASE NO. A-20-813439-B

[144] PLAINTIFFS REPLY IN SUPPORT OF MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANTS/COUNTERCLAIMANTS NOTICE OF INTENT TO SERVE SUBPOENA UPON PLAINTIFFS COUNSEL

12/14/2020



Order Shortening Time

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

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

12/15/2020



Exhibits

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

[146] EXHIBITS IN SUPPORT OF PLAINTIFFS RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME

12/18/2020



Status Report

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

[147] Joint Status Report

12/21/2020



Opposition to Motion

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC

[148] Plaintiff's Opposition to the Untimely Motion to Quash Subpoena to First Savins Bank and for Protective Order

12/22/2020



Order Shortening Time

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

[149] Plaintiffs Motion to Advance the January 11, 2021 Hearing on Plaintiffs Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time

12/22/2020



Reply in Support

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

[150] Plaintiffs' Reply in Support of Motion for an Order to Show Cause as to Why Defendant Dacia, LLC Should Not be Held in Contempt for Failing to Abide By This Court's 10/10/20 Order Denying Motion for Protective Orders

12/23/2020



Notice of Intent to Take Default

Party: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC

[151] Seven-Day Notice of Intent to Take Default

12/24/2020



Opposition to Motion

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

12/24/2020



Declaration

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

12/24/2020



Declaration

CASE SUMMARY

CASE NO. A-20-813439-B

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

12/24/2020



Appendix

[155] Appendix of Exhibits Defendants/Counterclaim-ants Opposition To Plaintiffs Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time

12/24/2020



Opposition

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC
[156] Plaintiffs' Opposition to Renewed Motion to Dismiss First Amended Complaint as to Dacia LLC or in the Alternative Motion for Summary Judgment

12/29/2020



Objection

[157] Dacia, LLC's Objection to Plaintiffs' Seven-Day Notice of Intent to Default

12/30/2020



Order

[158] Order Granting in Part Plaintiffs Motion for Protective Order Regarding Defendants-Counterclaimants Notice of Intent to Serve Subpoena upon Plaintiffs Counsel

12/30/2020



Notice of Entry of Order

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

12/31/2020



Motion for Summary Judgment

[160] Kenneth Antos and Sheila Neumann-Antos Motion For Summary Judgment

12/31/2020



Appendix

[161] Appendix to Kenneth Antos and Sheila Neumann-Antos Motion For Summary Judgment

01/01/2021



Reply in Support

Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC
[162] Plaintiff's Reply in Support of Renewed Application for Temporary Restraining Order and Motion for Preliminary INjunction on an Order Shortening Time

01/04/2021



Declaration

[163] Declaration of Kenneth M. Antos in Support of Motion For Summary Judgment

01/05/2021



Temporary Restraining Order

[164] Temporary Restraining Order

01/05/2021



Clerk's Notice of Hearing

[165] Clerk's Notice of Hearing

01/05/2021



Notice of Entry of Order

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

01/05/2021














Reply in Support

[167] Reply in Support of Renewed Motion to Dismiss First Amended Complaint as to Dacia, LLC or in the Alternative Motion for Summary Judgment

CASE SUMMARY

CASE NO. A-20-813439-B

01/08/2021	 Reply in Support <i>[168] Reply in Support of Motion to Quash Subpoena to First Savings Bank and for Protection Order</i>
01/12/2021	 Stipulation Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[169] STIPULATION REGARDING LEGAL ISSUES TO BE DECIDED BY THE COURT AT BIFURCATED TRIAL COMMENCING FEBRUARY 1, 2021</i>
01/14/2021	 Trial Subpoena Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[170] Trial Subpoena of NRCP 30(b)(6) of CBC Partners I, LLC</i>
01/14/2021	 Trial Subpoena Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[171] Trial Subpoena to Kenneth Antos</i>
01/14/2021	 Opposition to Motion For Summary Judgment Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[172] Plaintiffs' Opposition to Defendants Kenneth Antos and Sheila Neumann-Antos' Motion For Summary Judgment</i>
01/21/2021	 Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[173] Order Granting Plaintiffs Motion for an Order to Show Cause as to Why Defendant Dacia should Not be Held in Contempt for Failing to Abide by this Court's 10-10-2020 Order and Denying in Part Dacia s Motion for Protective Order Following Subsequent hearing of january 4, 2021</i>
01/25/2021	 Trial Subpoena Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[174] Amended Trial Subpoena</i>
01/25/2021	 Trial Subpoena <i>[175] Amended Trial Subpoena</i>
01/25/2021	 Notice of Entry of Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[176] Notice of Entry of Order</i>
01/27/2021	 Application Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[177] Plaintiff's Application for Attorneys' Fees Associated with Plaintiff's Successful Motion for an Order to Show Cause</i>
01/28/2021	 Audiovisual Transmission Equipment Appearance Request <i>[178] Audiovisual Transmission Equipment Appearance Request</i>













CASE SUMMARY

CASE NO. A-20-813439-B

02/19/2021	 Transcript of Proceedings <i>[179] Transcript of Proceedings: Preliminary Injunction Hearing and Trial - Day 1</i>
02/19/2021	 Transcript of Proceedings <i>[180] Transcript of Proceedings: Preliminary Injunction Hearing and Trial - Day 2</i>
02/19/2021	 Transcript of Proceedings <i>[181] Transcript of Proceedings: Preliminary Injunction Hearing and Trial - Day 3</i>
03/10/2021	 Reply in Support Filed By: Counter Claimant Antos, Kenneth; Counter Claimant Neumann-Antos, Sheila <i>[182] Kenneth Antos and Sheila Neumann-Antos Reply in Support of Motion For Summary Judgment</i>
03/12/2021	 Audiovisual Transmission Equipment Appearance Request <i>[183] Audiovisual Transmission Equipment Appearance Request</i>
03/16/2021	 Opposition and Countermotion Filed By: Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC <i>[184] Opposition to Plaintiffs Application for Attorneys Fees Associated With Plaintiffs Successful Motion for an Order to Show Cause and Countermotion for Offset and Application for Fees Associated With Defendants Successful Motion for Order to Show Cause Regarding Contempt</i>
03/17/2021	 Transcript of Proceedings <i>[185] Transcript of Proceedings: Preliminary Injunction Hearing and Trial - Day 4, Volume I</i>
03/17/2021	 Transcript of Proceedings <i>[186] Transcript of Proceedings: Preliminary Injunction Hearing and Trial - Day 4, Volume II March 15, 2121</i>
04/06/2021	 Findings of Fact, Conclusions of Law and Judgment <i>[187] Findings of Fact and Conclusions of Law</i>
04/12/2021	 Scheduling and Trial Order <i>[188] 2nd Amended Business Court Scheduling Order and Order Setting Civil Jury Trial, Calendar Call and Pre-Trial Conference 06-28-21</i>
04/20/2021	 Notice of Entry of Order Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[189] Notice of Entry of Order</i>
04/29/2021	 Notice of Appeal Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[190] Notice of Appeal</i>
04/29/2021	 Case Appeal Statement Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[191] Case Appeal Statement</i>













CASE SUMMARY

CASE NO. A-20-813439-B

05/04/2021	 Cost on Appeal Bond Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[192] Cost Bond on Appeal</i>
05/04/2021	 Motion to Reconsider Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[193] Plaintiffs' Motion to Amend the Court's Findings of Fact, Conclusions of Law, and Order, or Alternatively for Reconsideration</i>
05/04/2021	 Clerk's Notice of Hearing <i>[194] Notice of Hearing</i>
05/18/2021	 Opposition to Motion Filed By: Counter Claimant CBC Partners I LLC; Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC; Defendant Kenneth & Sheila Antos Living Trust; Defendant Dacia LLC; Defendant Kenneth M. Antos & Sheila M. Neumann-Antos Trust <i>[195] Opposition to Plaintiffs' Motion to Amend the Court's Findings of Fact, Conclusions of Law, and Order, or Alternatively for Reconsideration</i>
05/28/2021	 Pre-Trial Disclosure Party: Counter Defendant SJC Ventures Holdings Company LLC; Counter Defendant Bloom, Jay <i>[196] Plaintiff SJC Ventures Holding Company, LLC and Counterdefendant Jay Bloom's Pretrial Disclosure</i>
05/28/2021	 Reply in Support Filed By: Counter Defendant SJC Ventures Holdings Company LLC <i>[197] Plaintiffs' Reply in Support of Motion to Amend the Court's Findings of Fact, Conclusions of Law, and Order, or Alternatively for Reconsideration</i>
06/01/2021	 Pre-Trial Disclosure <i>[198] Defendants/Counterclaimants' Pretrial Disclosures</i>
06/16/2021	 Scheduling and Trial Order <i>[199] 3rd Amended Order Setting Civil Jury Trial and Calendar Call 08-02-21</i>
06/24/2021	 Motion for Appointment of Receiver <i>[200] Motion for Appointment of Receiver of SJC Ventures Holding Company, LLC d/b/a SJC Ventures, LLC, a Delaware Limited Liability Company</i>
06/25/2021	 Clerk's Notice of Hearing <i>[201] Notice of Hearing</i>
07/08/2021	 Opposition Filed By: Counter Defendant SJC Ventures Holdings Company LLC <i>[202] OPPOSITION TO DEFENDANTS RENEWED MOTION FOR APPOINTMENT OF NON-NEUTRAL RECEIVER</i>
07/09/2021	 Pre-trial Memorandum Filed by: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[203] Plaintiffs' Pretrial Memorandum</i>

CASE SUMMARY

CASE NO. A-20-813439-B

07/23/2021	 Scheduling and Trial Order <i>[204] 4th Amended Order Setting Civil Jury Trial, Calendar Call and Pre-Trial Conference 10-11-21</i>
07/28/2021	 Status Report <i>[205] Status Report Regarding Lifting of Bankruptcy Stay</i>
08/06/2021	 Notice Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[206] Notice of the Bankruptcy Court Finding that Defendants Violated the Stay of Litigation Resulting in Void FFCL</i>
08/10/2021	 Order Granting Motion Filed By: Counter Claimant CBC Partners I LLC; Third Party Plaintiff 5148 Spanish Heights LLC; Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC; Defendant Kenneth & Sheila Antos Living Trust; Defendant Kenneth M. Antos & Sheila M. Neumann-Antos Trust; Counter Claimant Antos, Kenneth; Counter Claimant Neumann-Antos, Sheila <i>[207] Order Appointing Receiver</i>
08/10/2021	 Order Granting Summary Judgment Filed By: Defendant CBC Partners LLC; Defendant 5148 Spanish Heights LLC; Defendant Dacia LLC <i>[208] Order Granting in Part Antos' and Sheila Neumann-Antos Motion for Summary Judgment</i>
08/11/2021	 Notice of Entry of Order <i>[209] Notice of Entry of Order</i>
08/11/2021	 Notice of Entry of Order <i>[210] Notice of Entry of Order</i>
08/12/2021	 Order Shortening Time Filed By: Counter Defendant Spanish Heights Acquisition Company LLC; Counter Defendant SJC Ventures Holdings Company LLC <i>[211] Motion to Stay Proceedings and Enforcement of Order Granting Defendants Motion for Appointment of Receiver on an Order Shortening Time</i>
08/12/2021	 Notice of Posting Bond <i>[212] Notice of Posting Bond</i>
08/13/2021	 Ex Parte Filed By: Receiver Bertsch, Larry L. <i>[213] Ex Parte Motion to Employ Carlyon Cica Chtd., as Counsel to the Receiver</i>
08/13/2021	 Opposition to Motion <i>[214] Opposition to Plaintiffs' Motion to Stay Proceedings and Enforcement of Order Granting Defendants' Motion for Appointment of Receiver on an Order Shortening Time</i>
08/13/2021	 Order Filed By: Receiver Bertsch, Larry L. <i>[215] ORDER GRANTING EX PARTE MOTION TO EMPLOY CARLYON CICA CHTD. AS COUNSEL TO THE RECEIVER</i>

CASE SUMMARY

CASE NO. A-20-813439-B

08/16/2021



Notice of Entry

Filed By: Receiver Bertsch, Larry L.

[216] Notice of Entry of Order Granting Ex Parte Motion to Employ Carlyon Cica Chtd. as Counsel to the Receiver

08/18/2021



Notice of Appeal

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

[217] Notice of Appeal

08/18/2021



Case Appeal Statement

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

[218] Case Appeal Statement

DISPOSITIONS

09/29/2020

Order of Dismissal (Judicial Officer: Gonzalez, Elizabeth)

Debtors: Spanish Heights Acquisition Company LLC (Plaintiff), SJC Ventures Holdings Company LLC (Plaintiff)

Creditors: CBC Partners I LLC (Defendant), 5148 Spanish Heights LLC (Defendant), Dacia LLC (Defendant)

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

Comment: Certain Causes

08/10/2021

Summary Judgment (Judicial Officer: Gonzalez, Elizabeth)

Debtors: 5148 Spanish Heights LLC (Defendant)

Creditors: Kenneth Antos (Counter Claimant), Sheila Neumann-Antos (Counter Claimant)

Judgment: 08/10/2021, Docketed: 08/11/2021

Comment: In Part/ Certain Claims

HEARINGS

04/28/2020



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

Motion for Preliminary Injunction

Granted; TRO extended without modification

Journal Entry Details:

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

05/13/2020



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

Minute Order re: Trial Subpoenas

Minute Order - No Hearing Held;

Journal Entry Details:

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

CASE SUMMARY

CASE NO. A-20-813439-B

05/14/2020



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

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

Granted;

Journal Entry Details:

COURT NOTED a motion for protective order and a motion regarding a subpoena were filed yesterday. Opening statements by Mr. Gutierrez and Mr. Mushkin. Exclusionary rule INVOKED by Mr. Gutierrez. Mr. Mushkin noted that they previously said they would do both declarations and witnesses; he has provided the declarations to counsel; the only one that is substantive is perhaps Mr. Hodgman's, the next door neighbor, because it addresses the fireworks issue. COURT ORDERED, exclusionary rule IMPOSED; however, that does not mean a witness cannot participate as an observer. Pursuant to the parties' stipulation, COURT ORDERED, Proposed Joint Exhibits A through W ADMITTED. (See worksheet.) Parties agreed that the remainder of the exhibits is stipulated as to authenticity and counsel will only argue relevance. Testimony and exhibits presented. (See worksheets.) LUNCH RECESS. Testimony and exhibits continued. (See worksheets.) Following arguments by counsel regarding Mr. Mushkin's motion for directed verdict on the basis that the Plaintiffs have not established irreparable harm, COURT stated findings, and ORDERED, motion DENIED. Testimony and exhibits continued. At the hour of 4:02 pm, both sides RESTED. Closing arguments. COURT ORDERED, the April 3, 2020 notice to vacate is violative of Governor's Directive 008, because there is not an establishment of a serious endangerment of the public or other residents, or serious criminal activity, or significant damage to the property, which is required under section 1 for the Court to ignore the Governor's Directive 008, section 1. For that reason, the injunction is GRANTED in a LIMITED way to prevent any further action related to the notice to vacate until after the expiration of the Governor's Directive 008. With regards to a bond, COURT noted, per Mr. Gutierrez, that the Plaintiff is going to continue to pay the first and second taxes, insurance, and HOA dues during the interim. Mr. Gutierrez concurred. Argument by Mr. Mushkin in support of payments for the third. COURT ORDERED, as part of the order granting the preliminary injunction through the expiration of Governor's Directive 008, the Plaintiff is REQUIRED to continue to pay the first, second insurance, taxes, and HOA fees; the Court will NOT REQUIRE payment of the third; that is something that will be an issue that may be discussed in the near future, given the new party that has appeared, whether through intervention or the filing of a counterclaim. Following further argument by Mr. Mushkin, noting no defense to the bond, and Court's clarification of its ruling, COURT NOTED its order is strictly based on Directive 008, that the Court did not say it found there was a foreclosure proceeding but found there was a notice to vacate; the Court cannot increase the bond from \$1,000 as requested by the Defendant, not with Directive 008 in place. Counsel for Plaintiffs to prepare today's order and run it by the Defense prior to submission. COURT ORDERED, given the appearance of the new party as a counterclaimant, the Court will NOT SET a Rule 16 Conference today; however, matter will be SET for status check in 3 weeks on the chambers calendar on scheduling the Rule 16 conference; the requirements under NRCP 16(b)(2) are SUSPENDED pursuant to Administrative Order 20-01. Mr. Gutierrez noted the Plaintiff will likely be filing an amended complaint. COURT ORDERED, the motions scheduled for June 19, 2020 ("Motion for Protective Order", "Motion to Quash Subpoena and for Protective Order") are VACATED as MOOT, NOTING that a minute order was issued yesterday that Mr. Mushkin believes addresses both issues, although he may renew the motion for protective order at a later date if it becomes a discovery issue. 6-5-20 CHAMBERS STATUS CHECK: SCHEDULING RULE 16 CONFERENCE;

06/05/2020



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

Status Check: Scheduling Rule 16 Conference

Hearing Set;

Journal Entry Details:

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

06/19/2020

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

Vacated - Moot

Motion for Protective Order

06/19/2020

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

CASE SUMMARY

CASE NO. A-20-813439-B

Vacated - Moot

Motion to Quash Subpoena and for Protective Order

06/22/2020



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

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

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

Hearing Set;

Journal Entry Details:

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

06/29/2020

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

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

Granted in Part;

06/29/2020

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

Trial Date Set;

06/29/2020



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

Matter Heard;


Journal Entry Details:

DEFENDANT'S MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC...MANDATORY RULE 16 CONFERENCE (9:00 AM SESSION)...EVIDENTIARY HEARING (9:30 AM SESSION) APPEARANCES CONTINUED: Alan Hallberg, Defendant's Client Representative, listened to the evidentiary hearing by telephone. Everyone else appeared in person. DEFENDANT'S MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC: Following arguments by counsel, COURT ORDERED, with respect to the first claim of relief in the motion to dismiss is DENIED. The declaratory relief claim as to the pursuit of the eviction and/or change in occupancy is a claim that can be claimed against Dacia. With respect to claims for relief 10, 11, and 12 are GRANTED to the extent that claims against the current owner for events that occurred prior to purchase cannot be pursued under NRS 116; however, to the extent that there are events that occurred during the ownership of Dacia, it is DENIED. EVIDENTIARY HEARING: Opening statements. Jay Bloom, SWORN and TESTIFIED. Exhibits presented. (See worksheet.) Closing arguments. COURT ORDERED, CAUSE HAS BEEN SHOWN; here, whether the FedEx dropbox used by the Plaintiffs for sending the two May 11 checks in fact occurred or occurred in a different manner is one where the Court still has significant questions, but it is undisputed that the checks that were written on May 11 were not timely sent and were late; it was surprising to the Court that they were not negotiated until after the order to show cause was filed. For that reason, the COURT ORDERS that a NEW PROCEDURE be followed related to the checks: the checks will be sent by next-day delivery by the United States Postal Service with electronic tracking information included along with the contents of the envelope provided to the Defendants at the time future payments to the 1st and 2nd are made. The HOA payments were \$830 per month were timely made for May and June on June 4th, so the Court is not making any additional ruling, but the Court would encourage counsel to send an email reminding Mr. Mushkin when those payments were made. The Court is not requiring the Plaintiffs to bring amounts current but only to pay amounts when they become due. With respect to the taxes, the Court understands what the contract says, but that is not what the Court ordered; As the Clark County Treasurer assesses taxes to be paid on a quarterly basis, they are TO BE PAID; they may either be paid by credit card or by check; if paid by credit card, an email must be sent to Mr. Mushkin saying they were paid by credit card; if they were paid by check, it needs to be sent via next-day delivery of USPS with the contents of the envelope copied and the contents of the envelope provided to Mr. Mushkin. COURT FURTHER ORDERED, fees NOT AWARDED at this time; counsel to file an application as to how much in fees were incurred, so if there is

CASE SUMMARY

CASE NO. A-20-813439-B

an objection the Court can make a determination as to the amount. Upon Mr. Gutierrez's inquiry, COURT CLARIFIED that the Defendant is entitled to fees related to the late payment of the 1st and 2nd which will only be a portion of what he sought to do. MANDATORY RULE 16 CONFERENCE: Court, addressing Mr. Mushkin, noted that objections to notices of default do not get calendared and counsel has not filed a motion. COURT ORDERED, initial disclosures pursuant to Rule 16.1 TO BE EXCHANGED in the next 10 days, and the answer to the counterclaim TO BE FILED in 1 week. Upon Court's inquiry, Mr. Mushkin confirmed they have answered the amended complaint. With regards to experts, Mr. Gutierrez advised they will have one on property valuation or real estate. Mr. Mushkin advised he will have a legal expert who will testify on merger and the one-action rule. Colloquy regarding discovery for a period of 90 days. COURT ORDERED as follows: Any further motions to amend pleadings or add parties TO BE FILED within 45 days; Initial expert disclosures where a party bears the burden of proof DUE by October 9, 2020; Rebuttal expert disclosures where a party does not bear the burden of proof DUE by November 13, 2020; Discovery cut-off SET for December 18, 2020; Dispositive motions and motions in limine TO BE FILED by January 22, 2021; Matter SET for trial on the stack beginning on March 15, 2021. Jury DEMANDED. Trial Setting Order will ISSUE. COURT FURTHER ORDERED, today is the parties joint case conference and the filing of the joint case conference report (JCCR) is WAIVED. Parties to file any discovery motions sooner rather than later. Both sides declined the Court's offer of a settlement conference. Court directed the parties to notify the Department if they change their mind. Both sides further advised that they do not need an ESI Protocol or Stipulated Protective Order and that they do not have any issues with the Rule on 10 depositions per side, not including custodians of records, the 7-hour limit per deposition, and no issues with the locations. Mr. Mushkin noted, however, that he may have an issue with the length of Mr. Bloom's deposition. Mr. Gutierrez objected to increasing the number of hours as the parties have already covered every contract in the preliminary injunction hearing. COURT ORDERED, the time for depositions will NOT BE INCREASED from 7 hours to 10 hours at this time; however, when it is time to take the deposition and counsel files a motion, counsel to PROVIDE more details than simply "the contracts were long" and "Mr. Bloom does not give short answers".;

- 06/29/2020 **Evidentiary Hearing** (9:30 AM) (Judicial Officer: Gonzalez, Elizabeth)
Matter Heard; cause has been shown
- 06/30/2020 **CANCELED Motion** (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth)
Vacated - Moot
Spanish Heights, LLC's, Emergency Motion for Approval to Issue Subpoenas Duces Tecum on Order Shortening Time
- 08/28/2020 **Motion for Order** (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)
Defendants/ Counterclaimant's Motion for Order Determining Jay Bloom to be a Vexatious Litigant
Denied;
- 08/28/2020 **Motion** (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)
5148 Spanish Heights, LLC and CBC Partners I, LLC Motion for Determination of Unlawful Detainer
Denied Without Prejudice;
- 08/28/2020 **Motion for Sanctions** (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)
Defendants/ Counterclaimant's Motion for Sanctions Pursuant to NRCP Rule 11
Denied;
- 08/28/2020 **Opposition and Countermotion** (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)
Plaintiffs' Opposition to Defendants CBC Partners I, LLC and 5148 Spanish Heights, LLC's Rogue Motion for Sanctions and Countermotion for Sanctions
Denied;
- 08/28/2020  **All Pending Motions** (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth)
Minute Order - No Hearing Held;
Journal Entry Details:
DEFENDANTS/ COUNTERCLAIMANTS' MOTION FOR ORDER DETERMINING JAY BLOOM TO BE A VEXATIOUS LITIGANT... ...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S MOTION FOR DETERMINATION OF UNLAWFUL DETAINER...

CASE SUMMARY

CASE No. A-20-813439-B

...DEFENDANTS/ COUNTERCLAIMANTS' MOTION FOR SANCTIONS PURSUANT TO NRCP RULE 11... ...PLAINTIFFS' OPPOSITION TO DEFENDANTS CBC PARTNERS I, LLC AND 5148 SPANISH HEIGHTS, LLC'S ROGUE MOTION FOR SANCTIONS AND COUNTERMOTION FOR SANCTIONS DEFENDANTS/ COUNTERCLAIMANTS' MOTION FOR ORDER DETERMINING JAY BLOOM TO BE A VEXATIOUS LITIGANT...
 ...DEFENDANTS/ COUNTERCLAIMANTS' MOTION FOR SANCTIONS PURSUANT TO NRCP RULE 11... ...PLAINTIFFS' OPPOSITION TO DEFENDANTS CBC PARTNERS I, LLC AND 5148 SPANISH HEIGHTS, LLC'S ROGUE MOTION FOR SANCTIONS AND COUNTERMOTION FOR SANCTIONS: The Court, having reviewed the MOTION FOR ORDER DETERMINING JAY BLOOM TO BE A VEXATIOUS LITIGANT, MOTION FOR SANCTIONS PURSUANT TO NRCP RULE 11, COUNTERMOTION, and the related briefing and being fully informed, DENIES the motion and request for an evidentiary hearing. Mr. Bloom (regardless of what legal entity is actually involved) does not meet the requirements for being determined to be a vexatious litigant. Counsel for Plaintiff is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S MOTION FOR DETERMINATION OF UNLAWFUL DETAINER: The Court, having reviewed 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S MOTION FOR DETERMINATION OF UNLAWFUL DETAINER and the related briefing and being fully informed, DENIES the motion WITHOUT PREJUDICE. The Court notes that issues needing further briefing and/or discovery include the transfer of the Antos interest, the transfer of the note, the doctrine of merger and the one action rule. Counsel to agree upon a discovery schedule related to these issues and submit a stipulation to the Court. If no agreement is reached, the Court will set a schedule. Matter SET for status check on a discovery plan regarding the unlawful detainer in three weeks. The request for a bond pending this discovery may be renewed after the discovery plan on these limited factual issues is adopted. Counsel for Movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order or judgment. 8-31-20 9:00 AM DEFENDANT MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC'S MOTION FOR PARTIAL SUMMARY JUDGMENT 9-18-20 CHAMBERS STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER 9-21-20 9:00 AM PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS 12-21-20 9:00 AM STATUS CHECK 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 9-8-20;

08/31/2020

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

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

Defendant Motion for Appointment of Receiver

Matter Continued;

Matter Continued;

Denied;

Matter Continued;

Matter Continued;

Denied;

Matter Continued;

Matter Continued;

Denied;

08/31/2020

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

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

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

Matter Continued;




Matter Continued;

Denied;

Matter Continued;

CASE SUMMARY

CASE NO. A-20-813439-B

	<p>Matter Continued; Denied; Matter Continued; Matter Continued; Denied;</p>
08/31/2020	<p> All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Defendant Motion For Appointment of Receiver . . . 5148 Spanish Heights, LLC and CBC Partners I LLC, Motion for Partial Summary Judgment</i> Matter Continued; Journal Entry Details: <i>DEFENDANT MOTION FOR APPOINTMENT OF RECEIVER . . . 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT</i> Court noted at the request of the parties this matter would be rescheduled and ORDERED, matter CONTINUED. CONTINUED TO: 09/14/20 9:00 AM;</p>
09/14/2020	<p> All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Matter Heard; Journal Entry Details: <i>DEFENDANTS' MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT</i> All parties appeared by telephone. Upon Court's inquiry, Mr. Mushkin confirmed he represents the Antoses and that he can do depositions on two days' notice. Court noted it is concerned it cannot address some of the issues in the motion until the Antoses' depositions are taken; the Court would like the depositions taken expeditiously, but if Mr. Gutierrez and Ms. Barraza are not prepared to do so the Court will hear the motion. Mr. Gutierrez advised there is pending written discovery; perhaps they can set the depositions next Monday, but he can certainly do them expeditiously; he simply needs the written discovery done first. COURT ORDERED, hearing on the motions CONTINUED; an affidavit on what was said at the deposition or a rough transcript may be submitted. Mr. Gutierrez requested the hearing be continued in 3 weeks and advised he will submit an expedited draft of the transcript. With Mr. Mushkin's agreement, COURT ORDERED, hearing on the motions CONTINUED to October 5, 2020. At counsel's request, COURT FURTHER ORDERED, the motion for protective order and the opposition and countermotion thereto ADVANCED to September 18, 2020 in chambers. 9-18-20 CHAMBERS STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER... ...PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS... ..OPPOSITION AND COUNTERMOTION FOR PROTECTIVE ORDER 10-5-20 9:00 AM DEFENDANTS' MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT 12-21-20 9:00 AM STATUS CHECK 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL;</p>
09/18/2020	<p>Motion for Protective Order (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Plaintiffs Objection And Motion For Protective Order Regarding Defendant/Counterclaimants 5148 Spanish Heights, LLC And CBC Partners I, LLC S Notice Of Intent To Serve Subpoenas</i> Denied;</p>
09/18/2020	<p>Opposition and Countermotion (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Opposition and Countermotion For Protective Order</i> Denied;</p>
09/18/2020	<p>Status Check (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Status Check: Discovery Plan on Unlawful Detainer</i> Off Calendar;</p>
09/18/2020	<p> All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Minute Order - No Hearing Held; Journal Entry Details: <i>PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC</i></p>

CASE SUMMARY

CASE NO. A-20-813439-B

PARTNERS I, LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS... ..OPPOSITION AND COUNTERMOTION FOR PROTECTIVE ORDER... ..STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I, LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS... ..OPPOSITION AND COUNTERMOTION FOR PROTECTIVE ORDER: The Court, having reviewed the motions for protective order, countermotion, and the related briefing and being fully informed, DENIES both motions. With respect to the motion, the subpoena to Bank of America seeks relevant information related to the cash flow at issue in the payments made on the obligations. With respect to the countermotion, the discovery request related to ownership and membership interest are also relevant to the transfer of those obligations and ownership interest in the note; the request for in camera review is DENIED. Respective moving counsel is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER: COURT NOTES plan submitted. Status check OFF CALENDAR. 10-5-20 9:00 AM DEFENDANT'S MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT 12-21-20 9:00 AM STATUS CHECK 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 9-23-20;

10/19/2020



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

Matter Heard;

Journal Entry Details:

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

11/09/2020



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

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

Denied;

Journal Entry Details:

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

12/08/2020



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

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

Minute Order - No Hearing Held;

Journal Entry Details:

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

12/14/2020



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

CASE SUMMARY

CASE NO. A-20-813439-B

Minute Order Requesting Status Report

Minute Order - No Hearing Held;

Journal Entry Details:

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

12/18/2020



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

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

Granted in Part;

Journal Entry Details:

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

Request for sanctions DENIED. Counsel for movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. 12-21-20 9:00 AM STATUS CHECK 12-24-20 9:00 AM PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT'S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS...OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AND COUNTERMOTION FOR PROTECTIVE ORDER 1-11-21 9:00 AM PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME...RENEWED MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC OR IN THE ALTERNATIVE MOTION FOR SUMMARY

JUDGMENT...DEFENDANTS/COUNTERCLAIMANTS MOTION TO QUASH SUBPOENA TO FIRST SAVINGS BANK AND FOR PROTECTIVE ORDER 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-21-20;

12/21/2020



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

Minute Order - No Hearing Held;




Journal Entry Details:

Court reviewed status report filed December 18, 2020. As the December 24, 2020 hearing will be on the pleadings only, any additional requests for relief by Plaintiff must be made by Order Shortening Time. 12-24-20 9:00 AM PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT'S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS...OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AND COUNTERMOTION FOR PROTECTIVE ORDER 1-11-21 9:00 AM PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME... ..RENEWED MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC OR IN THE ALTERNATIVE MOTION FOR SUMMARY JUDGMENT...

...DEFENDANTS/COUNTERCLAIMANTS MOTION TO QUASH SUBPOENA TO FIRST SAVINGS BANK AND FOR PROTECTIVE ORDER 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR CALL 3-15-21 1:30 PM JURY TRIAL CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-21-20;

CASE SUMMARY

CASE NO. A-20-813439-B

12/24/2020	<p>Motion for Order (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) 12/24/2020, 01/04/2021 <i>Plaintiffs Motion for an Order to Show Cause as to Why Defendant Dacia, LLC Should Not Be Held In Contempt for Failing to Abide By This Court S 10/10/2020 Order Denying Motion For Protective Orders</i> Matter Continued; Granted in Part; Matter Continued; Granted in Part;</p>
12/24/2020	<p>Opposition and Countermotion (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Opposition to Motion for Order to Show Cause and Countermotion for Protective Order</i> Denied;</p>
12/24/2020	<p> All Pending Motions (9:00 AM) (Judicial Officer: Gonzalez, Elizabeth) MINUTES Minute Order - No Hearing Held; Journal Entry Details: PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS...OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AND COUNTERMOTION FOR PROTECTIVE ORDER The Court having reviewed the request for Order to Show Cause and the related briefing and being fully informed determines CAUSE has been SHOWN and DENIES the countermotion. The issue related to the beneficial owners of Dacia has already been addressed by the Court. Regardless of counsel's belief as to the relevance, the failure to respond appears to be a violation of the Court's prior order. Matter CONTINUED to January 4, 2021 for scheduling of contempt trial. Defendant may resolve the issue by properly responding to the discovery. Attorney's fees are warranted; movant to submit an affidavit in support of fees; an objection any be filed within 5 judicial days after service. Counsel for movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court s intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. COURT ORDERED, matter SET for status check on January 15, 2021 in chambers on attorney's fees. CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-24-20 ; SCHEDULED HEARINGS  Status Check (01/15/2021 at 3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) 01/15/2021, 01/29/2021, 02/17/2021, 03/15/2021, 03/18/2021, 03/25/2021, 04/02/2021, 04/09/2021 Status Check: Attorney's Fees Status Check (01/04/2021 at 10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Status Check: Scheduling of Contempt Trial</p>
01/04/2021	<p>Motion for Preliminary Injunction (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Plaintiffs Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time</i> Granted; limited basis</p>
01/04/2021	<p>Status Check (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Status Check: Scheduling of Contempt Trial Hearing Set;</p>
01/04/2021	<p> All Pending Motions (10:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Matter Heard; Journal Entry Details: Parties appeared by telephone. Following arguments by counsel, COURT ORDERED as follows: PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING</p>

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

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

01/11/2021

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

Defendants/Counterclaimants Motion to Quash Subpoena to First Savings Bank and for Protective Order

Granted;

Journal Entry Details:

Pursuant to Administrative Order 20-01, the Court decides this matter without the necessity of oral argument. The Court, having reviewed the motion to quash/protective order and the related briefing and being fully informed, GRANTS the motion. The nature of the account records sought is one which contains information relating to multiple clients and by the nature of such transactions is confidential. Plaintiff has not made a showing that other sources of information do not exist from which they could obtain this information. Counsel for Defendant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 1-21-21;

01/11/2021

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

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

Denied;

Journal Entry Details:

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

01/11/2021

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

Minute Order - No Hearing Held;

CASE NO. A-20-813439-B

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

COURT notes that per Mr. Mushkin, the matter is stayed, and once the stay is lifted he will file his reply and counter motion for fees awarded at the contempt hearing. COURT ORDERED, the status check on attorney's fees that was continued to February 19 is now CONTINUED to March 15, 2021. 2-18-21 9:15 AM PRE TRIAL CONFERENCE 3-9-21 9:30 AM CALENDAR

CASE SUMMARY

CASE No. A-20-813439-B

CALL 3-15-21 9:00 AM KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT 3-15-21 10:00 AM PRELIMINARY INJUNCTION HEARING AND TRIAL...STATUS CHECK: ATTORNEY'S FEES 3-15-21 1:30 PM JURY TRIAL
CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-17-21 ;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Under Advisement;

Journal Entry Details:

COURT ORDERED, status check CONTINUED to Friday, February 19, 2021 in chambers.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-16-21;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Under Advisement;

Journal Entry Details:

COURT ORDERED, matter CONTINUED for 2 weeks. ...1-29-21 - CHAMBERS CLERK'S

NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 1-21-21;

02/01/2021



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

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

Preliminary Injunction Hearing and Trial

Hearing Continued;

Hearing Continued;

Stayed;

Decision Pending;

Hearing Continued;

Hearing Continued;

Stayed;

Decision Pending;

Journal Entry Details:

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

Hearing Continued;

CASE SUMMARY

CASE NO. A-20-813439-B

Hearing Continued;

Stayed;

Decision Pending;

Journal Entry Details:

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

Hearing Continued;

Hearing Continued;

Stayed;

Decision Pending;

Journal Entry Details:

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

02/18/2021



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

Matter Heard;

Journal Entry Details:

Parties appeared by telephone. Court inquired as to what Bankruptcy Court has told the parties. Mr. Mushkin advised that the matter is in front of the Bankruptcy Court judge on March 8 and requested that they be bumped here. Court stated it will not bump the trial date but will talk to the parties about scheduling. 3-9-21 9:30 AM CALENDAR CALL 3-15-21 9:00 AM KENNETH ANTOS' AND SHEILA NEUMANN-ANTOS' MOTION FOR SUMMARY JUDGMENT 3-15-21 10:00 AM PRELIMINARY INJUNCTION HEARING AND TRIAL..STATUS CHECK: ATTORNEY'S FEES 3-15-21 1:30 PM JURY TRIAL;

03/09/2021



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

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

Minute Order - No Hearing Held;

Journal Entry Details:

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

03/09/2021



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

Matter Heard;

Journal Entry Details:

Parties appeared by telephone. Mr. Mushkin advised the matter is being heard at 9:30 am in bankruptcy court and they should have a ruling this morning; his expectation is that they can

CASE SUMMARY

CASE NO. A-20-813439-B

go forward on the 15th at the very least on the issues not related to bankruptcy. COURT ORDERED, the STAY on SJC Ventures Holdings Company LLC and Mr. Bloom is LIFTED. The Court will wait on Spanish Heights Acquisition Company LLC and complete the bench trial that it is in progress, beginning on March 15, 2021 at 10:30 am.;

03/15/2021



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

Matter Heard;

Journal Entry Details:

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

03/15/2021



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

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

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

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Granted in Part;

Journal Entry Details:

The Court having reviewed KENNETH ANTOS AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT and the related briefing and being fully informed, GRANTS the Motion IN PART. The Antos Trust as the contracting party has standing to pursue these claims despite the assignment. There has been a lack of performance by Plaintiffs under the agreement entered into with Antos. Plaintiffs/Counterdefendants and in favor of Kenneth Antos and Sheila Neumann-Antos, as Trustees of the Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos Trust on liability under the Breach of Contract claim (First Claim) in the counterclaim filed 9/3/20. The Court does not make any determination related to what damages are appropriate related to the granting of this relief. As no order lifting the stay has been entered by the Bankruptcy Court, nothing in this order creates any obligations or liabilities directly related to Spanish Heights; however, factual findings related to Spanish Heights are included in this decision. The term Plaintiffs as used in these Findings of fact and Conclusions of Law is not intended to imply any action by this Court against the debtor, Spanish Heights. Counsel for Movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. - vg/5/28/2021;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Granted in Part;

Matter Continued;

Matter Continued;

Matter Continued;

Matter Continued;

Granted in Part;

Matter Continued;

Matter Continued;



Matter Continued;

Matter Continued;

Granted in Part;

CASE SUMMARY

CASE NO. A-20-813439-B

	<p>Matter Continued; Matter Continued; Matter Continued; Matter Continued; Granted in Part; Journal Entry Details: <i>COURT ORDERED, matter CONTINUED to the chambers calendar for Friday, March 19, 2021. CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-15-21;</i></p>
03/15/2021	<p>CANCELED Jury Trial (1:30 PM) (Judicial Officer: Gonzalez, Elizabeth) <i>Vacated - per Judge</i></p>
03/18/2021	<p>Status Check (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) 03/18/2021, 03/25/2021, 04/02/2021, 04/09/2021 <i>Status Check: Court's Decision on Preliminary Injunction Hearing & Bench Trial</i> Matter Continued; Matter Continued; Matter Continued; Matter Heard; Matter Continued; Matter Continued; Matter Continued; Matter Continued; Matter Heard; Matter Continued; Matter Continued; Matter Continued; Matter Heard; Matter Continued; Matter Continued; Matter Continued; Matter Heard;</p>
03/18/2021	<p> All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Minute Order - No Hearing Held; Journal Entry Details: <i>STATUS CHECK: ATTORNEY'S FEES...KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT...STATUS CHECK: COURT'S DECISION ON PRELIMINARY INJUNCTION HEARING & BENCH TRIAL COURT ORDERED, matters CONTINUED for one week, 3-26-21 CHAMBERS STATUS CHECK: ATTORNEY'S FEES...KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT...STATUS CHECK: COURT'S DECISION ON PRELIMINARY INJUNCTION HEARING & BENCH TRIAL...STATUS CHECK: RESET JURY TRIAL CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-18-21 ;</i></p>
03/25/2021	<p>Status Check (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) 03/25/2021, 04/02/2021, 04/09/2021 <i>Status Check: Reset Jury Trial</i> Matter Continued; Matter Continued; Matter Heard; Matter Continued; Matter Continued; Matter Heard; Matter Continued; Matter Continued; Matter Heard;</p>
03/25/2021	<p> All Pending Motions (3:00 AM) (Judicial Officer: Gonzalez, Elizabeth) Minute Order - No Hearing Held; Journal Entry Details:</p>

CASE SUMMARY

CASE No. A-20-813439-B

STATUS CHECK: RESET JURY TRIAL... ..STATUS CHECK: COURT'S DECISION ON PRELIMINARY INJUNCTION HEARING & BENCH TRIAL... ..STATUS CHECK: ATTORNEY'S FEES... ..KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT: COURT ORDERED, matters CONTINUED for one week. ...4-2-21 - CHAMBERS CLERK'S NOTE: These matters were previously on the March 26, 2021 chambers calendar. A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-25-21 ;

04/02/2021



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

Minute Order - No Hearing Held;

Journal Entry Details:

STATUS CHECK: ATTORNEY'S FEES KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT STATUS CHECK: COURT'S DECISION ON PRELIMINARY INJUNCTION HEARING & BENCH TRIAL STATUS CHECK: RESET JURY TRIAL COURT ORDERED, matters CONTINUED for one week. 04/09/2021 CHAMBERS CLERK S NOTE: A copy of this minute order was distributed via e-mail to all parties. // cbm 04/02/2021;

04/09/2021

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

Decision Made;

06/03/2021



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

Matter Heard;

Journal Entry Details:

Mr. Mushkin advised the case would take 3 days to try. Mr. Gutierrez request a week to try the case to which the Court agreed. Colloquy regarding trial stack and scheduling/ Court was not opposed to moving trial due to pending bankruptcy matters.;

06/04/2021



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

Plaintiffs' Motion to Amend the Court's Findings of Fact, Conclusions of Law, and Order, or Alternatively for Reconsideration

Minute Order - No Hearing Held;

Journal Entry Details:

The Court having reviewed Motion to Amend FFCL or Alternatively Reconsider and the related briefing and being fully informed, states that the dilution event was not part of the scope described in footnote 1 and the issue will be decided following trial on the remaining claims or appropriate motion practice. Counsel for Movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court s intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. CLERK S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. - vg/6/7/21;

07/20/2021



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

Trial Date Set;

Journal Entry Details:

COURT ORDERED, trial SET 10/11/2021. JURY TRIAL 10/11/2021 1:30 PM CALENDAR CALL 10/05/2021 9:30 AM PRE-TRIAL CONF. 09/16/2021 9:15 AM;

07/30/2021



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

Motion for Appointment of Receiver of SJC Ventures Holding Company, LLC d/b/a SJC Ventures, LLC, a Delaware Limited Liability Company

Motion Granted;

Journal Entry Details:

Court reviewed 7/28/21 status report. The Court having reviewed the Motion for Appointment of Receiver and the related briefing and being fully informed, GRANTS the motion. It is appropriate at this time given the evidence presented during the trial of this matter, as well as Judge Denton s findings for the appointment of a receiver to collect the business records of SJC ; determine the efforts made to collect upon the Judgment and report the financial condition of SJC to the Court. While Plaintiff takes issue with the neutrality of the receiver

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-20-813439-B

	<i>proposed by moving counsel the Court s experience with Mr. Bertsch has not been similar to that outlined by Mr. Bloom. Mr. Mushkin is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court s intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. Par 9 of the order should be modified to reflect the filing of monthly reports with the Court. CLERK S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. - vg//8/4/21;</i>
08/16/2021	Motion to Stay (8:30 AM) (Judicial Officer: Gonzalez, Elizabeth) <i>Motion to Stay Proceedings and Enforcement of Order Granting Defendants Motion for Appointment of Receiver on an Order Shortening Time</i>
09/16/2021	Pre Trial Conference (9:15 AM) (Judicial Officer: Gonzalez, Elizabeth)
10/05/2021	Calendar Call (9:30 AM) (Judicial Officer: Gonzalez, Elizabeth)
10/11/2021	Jury Trial (1:30 PM) (Judicial Officer: Gonzalez, Elizabeth)
DATE	FINANCIAL INFORMATION

Third Party Plaintiff 5148 Spanish Heights LLC	
Total Charges	1,618.00
Total Payments and Credits	1,618.00
Balance Due as of 8/20/2021	0.00
Counter Defendant Bloom, Jay	
Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 8/20/2021	0.00
Counter Defendant SJC Ventures Holdings Company LLC	
Total Charges	30.00
Total Payments and Credits	30.00
Balance Due as of 8/20/2021	0.00
Counter Claimant CBC Partners I LLC	
Total Charges	1,683.00
Total Payments and Credits	1,683.00
Balance Due as of 8/20/2021	0.00
Defendant Kenneth & Sheila Antos Living Trust	
Total Charges	453.00
Total Payments and Credits	453.00
Balance Due as of 8/20/2021	0.00
Counter Defendant Spanish Heights Acquisition Company LLC	
Total Charges	318.00
Total Payments and Credits	318.00
Balance Due as of 8/20/2021	0.00
Counter Claimant CBC Partners I LLC	
Interplead Funds Balance as of 8/20/2021	500.00
Counter Defendant Spanish Heights Acquisition Company LLC	
Temporary Restraining Order Balance as of 8/20/2021	1,000.00
Counter Defendant Spanish Heights Acquisition Company LLC	
Appeal Bond Balance as of 8/20/2021	500.00

DISTRICT COURT CIVIL COVER SHEET

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

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

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

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

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

Civil Case Filing Types

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

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

April 9, 2020

Date

/s/ Danielle J. Barraza

Signature of initiating party or representative

See other side for family-related case filings.

BUSINESS COURT CIVIL COVER SHEET

Clark

County, Nevada

Case No. A-20-813439-C

(Assigned by Clerk's Office)

CASE NO: A-20-813439-C

Department 24

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

Plaintiff(s) (name/address/phone): <div style="text-align: center;">Spanish Heights Acquisition Company, LLC</div> <div style="text-align: center;">SJC Ventures, LLC</div>	Defendant(s) (name/address/phone): <div style="text-align: center;">CBC Partners I, LLC</div>
Attorney (name/address/phone): <div style="text-align: center;">Joesph A. Gutierrez</div> <div style="text-align: center;">8816 Spanish Ridge Avenue</div> <div style="text-align: center;">Las Vegas, NV 89148</div> <div style="text-align: center;">702-629-7900</div>	Attorney (name/address/phone): <div style="text-align: center;">Michael R. Mushkin</div> <div style="text-align: center;">6070 S. Eastern Avenue, Suite 270</div> <div style="text-align: center;">Las Vegas, NV 89119</div> <div style="text-align: center;">702-454-3333</div>

II. Nature of Controversy *(Please check the applicable boxes for both the civil case type and business court case type)*

☐ Arbitration Requested

Civil Case Filing Types		Business Court Filing Types
<div style="text-align: center;">Real Property</div> <div>Landlord/Tenant</div> <div><input type="checkbox"/> Unlawful Detainer</div> <div><input type="checkbox"/> Other Landlord/Tenant</div> <div>Title to Property</div> <div><input type="checkbox"/> Judicial Foreclosure</div> <div><input checked="" type="checkbox"/> Other Title to Property</div> <div>Other Real Property</div> <div><input type="checkbox"/> Condemnation/Eminent Domain</div> <div><input type="checkbox"/> Other Real Property</div>	<div style="text-align: center;">Torts</div> <div>Negligence</div> <div><input type="checkbox"/> Auto</div> <div><input type="checkbox"/> Premises Liability</div> <div><input type="checkbox"/> Other Negligence</div> <div>Malpractice</div> <div><input type="checkbox"/> Medical/Dental</div> <div><input type="checkbox"/> Legal</div> <div><input type="checkbox"/> Accounting</div> <div><input type="checkbox"/> Other Malpractice</div> <div>Other Torts</div> <div><input type="checkbox"/> Product Liability</div> <div><input type="checkbox"/> Intentional Misconduct</div> <div><input type="checkbox"/> Employment Tort</div> <div><input type="checkbox"/> Insurance Tort</div> <div><input type="checkbox"/> Other Tort</div>	<div style="text-align: center;">CLARK COUNTY BUSINESS COURT</div> <div><input checked="" type="checkbox"/> NRS Chapters 78-89</div> <div><input type="checkbox"/> Commodities (NRS 91)</div> <div><input type="checkbox"/> Securities (NRS 90)</div> <div><input type="checkbox"/> Mergers (NRS 92A)</div> <div><input type="checkbox"/> Uniform Commercial Code (NRS 104)</div> <div><input type="checkbox"/> Purchase/Sale of Stock, Assets, or Real Estate</div> <div><input type="checkbox"/> Trademark or Trade Name (NRS 600)</div> <div><input type="checkbox"/> Enhanced Case Management</div> <div><input type="checkbox"/> Other Business Court Matters</div>
<div style="text-align: center;">Construction Defect & Contract</div> <div>Construction Defect</div> <div><input type="checkbox"/> Chapter 40</div> <div><input type="checkbox"/> Other Construction Defect</div> <div>Contract Case</div> <div><input type="checkbox"/> Uniform Commercial Code</div> <div><input type="checkbox"/> Building and Construction</div> <div><input type="checkbox"/> Insurance Carrier</div> <div><input type="checkbox"/> Commercial Instrument</div> <div><input type="checkbox"/> Collection of Accounts</div> <div><input type="checkbox"/> Employment Contract</div> <div><input type="checkbox"/> Other Contract</div>	<div style="text-align: center;">Civil Writs</div> <div><input type="checkbox"/> Writ of Habeas Corpus</div> <div><input type="checkbox"/> Writ of Mandamus</div> <div><input type="checkbox"/> Writ of Quo Warrant</div> <div><input type="checkbox"/> Writ of Prohibition</div> <div><input type="checkbox"/> Other Civil Writ</div>	<div style="text-align: center;">WASHOE COUNTY BUSINESS COURT</div> <div><input type="checkbox"/> NRS Chapters 78-88</div> <div><input type="checkbox"/> Commodities (NRS 91)</div> <div><input type="checkbox"/> Securities (NRS 90)</div> <div><input type="checkbox"/> Investments (NRS 104 Art.8)</div> <div><input type="checkbox"/> Deceptive Trade Practices (NRS 598)</div> <div><input type="checkbox"/> Trademark/Trade Name (NRS 600)</div> <div><input type="checkbox"/> Trade Secrets (NRS 600A)</div> <div><input type="checkbox"/> Enhanced Case Management</div> <div><input type="checkbox"/> Other Business Court Matters</div>
<div style="text-align: center;">Judicial Review/Appeal/Other Civil Filing</div> <div>Judicial Review</div> <div><input type="checkbox"/> Foreclosure Mediation Case</div> <div>Appeal Other</div> <div><input type="checkbox"/> Appeal from Lower Court</div>		
<div>Other Civil Filing</div> <div><input type="checkbox"/> Foreign Judgment</div> <div><input type="checkbox"/> Other Civil Matters</div>		

April 14, 2020

Date

/s/Michael R. Mushkin

Signature of initiating party or representative

Michael R. Mushkin, Esq.
Nevada Bar No. 2421
L. Joe Coppedge, Esq.
Nevada Bar No. 4954
MUSHKIN & COPPEDGE
6070 South Eastern Ave Ste 270
Las Vegas, NV 89119
Telephone: 702-454-3333
Facsimile: 702-386-4979
Michael@mccnvlaw.com
jcoppedge@mccnvlaw.com

Attorneys for Defendant and Counterclaimants
5148 Spanish Heights, LLC and
CBC Partners I, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

AND RELATED MATTERS

Case No. A-20-813439-B

Dept. No.: 11

ORDER APPOINTING RECEIVER

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THE COURT FINDS that a receiver over SJC Ventures, LLC (“SJCv”) is appropriate at this time given the evidence presented during the trial of this matter, as well as Judge Denton’s findings in the *TGC/Farkas Funding, LLC v. First 100, LLC* matter before the Eighth Judicial District Court (Case No. A-20-822273-C).

THEREFORE, IT IS HEREBY ORDERED THAT:

5. A bond in the amount of \$ 500.00 shall be posted by Defendants as a requirement for this Order to be deemed effective; and
6. Absent further order from the Court, the Receiver shall have no other powers,

1 authorities, or responsibilities aside from those explicitly stated in this Order.

2 7. Counterdefendant Bloom is specifically ordered to cooperate with the Receiver in
3 providing the business records of SJCVC and any subsidiary and affiliated entities in which SJCVC
4 has an ownership interest, specifically First 100, LLC and Spanish Heights Acquisition Company,
5 LLC;

6 8. The Receiver shall be the agent of the Court and shall be accountable directly to
7 this Court. This Court hereby asserts exclusive jurisdiction The Receiver is authorized to perform
8 a review and accounting of all of SJCVC's assets, holdings, and interests. The Receiver is
9 empowered to use any and all lawful means to identify the assets, rights, holdings, and interests
10 of SJCVC and any subsidiary and affiliated entities in which SJCVC has an ownership interest,
11 specifically First 100, LLC and Spanish Heights Acquisition Company, LLC; The Receiver is
12 acting solely in its capacity as a court-appointed Receiver and the debts of the Receiver are solely
13 the debts of the Receivership Estate. In no event shall the Receiver or its personnel have any
14 personal liability or obligation for the proper debts of the Receiver and/or the Receivership Estate.

15 9. The Receiver and the interested parties to the Receivership Estate may petition this
16 Court for instructions in connection with this Order and any further orders which this Court may
17 make.

18 10. Unless expressly limited herein, the Receiver shall be further granted all powers
19 given to an equity receiver, provided by N.R.S. Chapter 32 and/or common law.

20 11. Larry Bertsch is acting solely in his capacity as Receiver and no risk, obligation
21 or expense incurred shall be the personal risk, obligation, or expense of Larry Bertsch.

22 12. No individual or entity may sue the Receiver without first obtaining the permission
23 of this Court.

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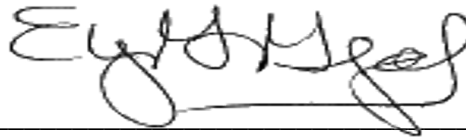
26 ///

1 13. Individuals or entities interested in the Receivership Estate may contact the
2 Receiver directly by and through the following individual:

3 Larry Bertsch
4 265 E. Warm Springs Road Suite 104
5 Las Vegas, Nevada 89119
6 (702) 471-7223

7
8 **IT IS SO ORDERED**

Dated this 10th day of August, 2021

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E9A D44 3F77 4620
Elizabeth Gonzalez
District Court Judge

14 Respectfully Submitted by:
15 MUSHKIN & COPPEDGE

Read and Approved:
MAIER GUTIERREZ & ASSOCIATES

16 /s/Michael R. Mushkin
17 MICHAEL R. MUSHKIN, ESQ.,
18 Nevada Bar No. 2421
19 L. JOE COPPEDGE, ESQ.,
20 Nevada Bar. No. 4954
21 6070 S. Eastern Ave., Suite 270
22 Las Vegas, Nevada 89119

Did Not Approve
JOSEPH A. GUTIERREZ, ESQ.
Nevada Bar No. 9046
DANIELLE J. BARRAZA, ESQ.
Nevada Bar No. 13822
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148

Attorneys for
Defendants/Counterclaimants

Attorneys for Plaintiffs/Counterdefendants

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Spanish Heights Acquisition
7 Company LLC, Plaintiff(s)

CASE NO: A-20-813439-B

8 vs.

DEPT. NO. Department 11

9 CBC Partners I LLC,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order Granting Motion 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: 8/10/2021

16 MGA Docketing

docket@mgalaw.com

17 Karen Foley

kfoley@mccnvlaw.com

18 Michael Mushkin

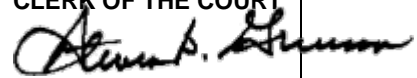
michael@mccnvlaw.com

19 Kimberly Yoder

kyoder@mccnvlaw.com

20 Jady Hayes

jhayes@mccnvlaw.com



Michael R. Mushkin, Esq.
Nevada Bar No. 2421
L. Joe Coppedge, Esq.
Nevada Bar No. 4954
MUSHKIN & COPPEDGE
6070 South Eastern Ave Ste 270
Las Vegas, NV 89119
Telephone: 702-454-3333
Facsimile: 702-386-4979
Michael@mccnvlaw.com
jcoppedge@mccnvlaw.com

*Attorneys for Defendant and Counterclaimants
5148 Spanish Heights, LLC and
CBC Partners I, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

Case No. A-20-813439-B

Dept. No.: 11

NOTICE OF ENTRY OF ORDER

CAPTION CONTINUES BELOW

1 5148 SPANISH HEIGHTS, LLC, a Nevada
2 limited liability company; and CBC PARTNERS
3 I, LLC, a Washington limited liability company,

4 Counterclaimants,

5 v.

6 SPANISH HEIGHTS ACQUISITION
7 COMPANY, LLC, a Nevada Limited Liability
8 Company; SJC VENTURES, LLC, a Delaware
9 limited liability company; SJC VENTURES
10 HOLDING COMPANY, LLC, a Delaware
11 limited liability company; JAY BLOOM,
12 individually and as Manager, DOE
13 DEFENDANTS 1-10; and ROE DEFENDANTS
14 11-20,

15 Counterdefendants.

16 **NOTICE OF ENTRY OF ORDER**

17 PLEASE TAKE NOTICE that an Order Appointing Receiver was entered in the above-
18 entitled action on August 10, 2021, a copy of which is attached hereto.

19 DATED this 11th day of August, 2021.

20 MUSHKIN & COPPEDGE

21 /s/Michael R. Mushkin
22 MICHAEL R. MUSHKIN, ESQ.
23 Nevada State Bar No. 2421
24 L. JOE COPPEDGE, ESQ.
25 Nevada Bar No. 4954
26 6070 South Eastern Ave Ste 270
27 Las Vegas, NV 89119
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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **Notice of Entry of Order** was submitted electronically for filing and/or service with the Eighth Judicial District Court on this 11th day of August, 2021. Electronic service of the foregoing document shall be upon all parties listed on the Odyssey eFileNV service contact list.

/s/Kimberly C. Yoder
An Employee of
MUSHKIN & COPPEDGE

Michael R. Mushkin, Esq.
Nevada Bar No. 2421
L. Joe Coppedge, Esq.
Nevada Bar No. 4954
MUSHKIN & COPPEDGE
6070 South Eastern Ave Ste 270
Las Vegas, NV 89119
Telephone: 702-454-3333
Facsimile: 702-386-4979
Michael@mccnvlaw.com
jcoppedge@mccnvlaw.com

*Attorneys for Defendant and Counterclaimants
5148 Spanish Heights, LLC and
CBC Partners I, LLC*

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

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

Defendants.

AND RELATED MATTERS

Case No. A-20-813439-B

Dept. No.: 11

ORDER APPOINTING RECEIVER

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THE COURT FINDS that a receiver over SJC Ventures, LLC (“SJCv”) is appropriate at this time given the evidence presented during the trial of this matter, as well as Judge Denton’s findings in the *TGC/Farkas Funding, LLC v. First 100, LLC* matter before the Eighth Judicial District Court (Case No. A-20-822273-C).

THEREFORE, IT IS HEREBY ORDERED THAT:

5. A bond in the amount of \$ 500.00 shall be posted by Defendants as a requirement for this Order to be deemed effective; and
6. Absent further order from the Court, the Receiver shall have no other powers,

1 authorities, or responsibilities aside from those explicitly stated in this Order.

2 7. Counterdefendant Bloom is specifically ordered to cooperate with the Receiver in
3 providing the business records of SJCVC and any subsidiary and affiliated entities in which SJCVC
4 has an ownership interest, specifically First 100, LLC and Spanish Heights Acquisition Company,
5 LLC;

6 8. The Receiver shall be the agent of the Court and shall be accountable directly to
7 this Court. This Court hereby asserts exclusive jurisdiction The Receiver is authorized to perform
8 a review and accounting of all of SJCVC's assets, holdings, and interests. The Receiver is
9 empowered to use any and all lawful means to identify the assets, rights, holdings, and interests
10 of SJCVC and any subsidiary and affiliated entities in which SJCVC has an ownership interest,
11 specifically First 100, LLC and Spanish Heights Acquisition Company, LLC; The Receiver is
12 acting solely in its capacity as a court-appointed Receiver and the debts of the Receiver are solely
13 the debts of the Receivership Estate. In no event shall the Receiver or its personnel have any
14 personal liability or obligation for the proper debts of the Receiver and/or the Receivership Estate.

15 9. The Receiver and the interested parties to the Receivership Estate may petition this
16 Court for instructions in connection with this Order and any further orders which this Court may
17 make.

18 10. Unless expressly limited herein, the Receiver shall be further granted all powers
19 given to an equity receiver, provided by N.R.S. Chapter 32 and/or common law.

20 11. Larry Bertsch is acting solely in his capacity as Receiver and no risk, obligation
21 or expense incurred shall be the personal risk, obligation, or expense of Larry Bertsch.

22 12. No individual or entity may sue the Receiver without first obtaining the permission
23 of this Court.

24 ///

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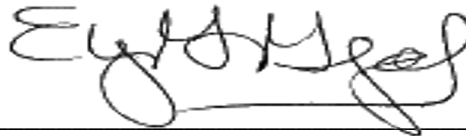
26 ///

1 13. Individuals or entities interested in the Receivership Estate may contact the
2 Receiver directly by and through the following individual:

3 Larry Bertsch
4 265 E. Warm Springs Road Suite 104
5 Las Vegas, Nevada 89119
6 (702) 471-7223

7
8 **IT IS SO ORDERED**

9 **Dated this 10th day of August, 2021**

10 
11 _____

12 **E9A D44 3F77 4620**
13 **Elizabeth Gonzalez**
14 **District Court Judge**

15 Respectfully Submitted by:
16 **MUSHKIN & COPPEDGE**

17 Read and Approved:
18 **MAIER GUTIERREZ & ASSOCIATES**

19 /s/Michael R. Mushkin
20 MICHAEL R. MUSHKIN, ESQ.,
21 Nevada Bar No. 2421
22 L. JOE COPPEDGE, ESQ.,
23 Nevada Bar. No. 4954
24 6070 S. Eastern Ave., Suite 270
25 Las Vegas, Nevada 89119

26 Did Not Approve
27 JOSEPH A. GUTIERREZ, ESQ.
28 Nevada Bar No. 9046
 DANIELLE J. BARRAZA, ESQ.
 Nevada Bar No. 13822
 8816 Spanish Ridge Avenue
 Las Vegas, Nevada 89148

Attorneys for
 Defendants/Counterclaimants

Attorneys for Plaintiffs/Counterdefendants

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Spanish Heights Acquisition
7 Company LLC, Plaintiff(s)

CASE NO: A-20-813439-B

8 vs.

DEPT. NO. Department 11

9 CBC Partners I LLC,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order Granting Motion 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: 8/10/2021

16 MGA Docketing

docket@mgalaw.com

17 Karen Foley

kfoley@mccnvlaw.com

18 Michael Mushkin

michael@mccnvlaw.com

19 Kimberly Yoder

kyoder@mccnvlaw.com

20 Jady Hayes

jhayes@mccnvlaw.com

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

April 28, 2020

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

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

HEARD BY: Gonzalez, Elizabeth**COURTROOM:** RJC Courtroom 03E**COURT CLERK:** Dulce Romea**RECORDER:** Jill Hawkins**REPORTER:****PARTIES**

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

JOURNAL ENTRIES

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

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

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

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

May 13, 2020

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

May 13, 2020 12:53 AM Minute Order

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

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

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

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

May 14, 2020

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

May 14, 2020

9:30 AM

Motion

HEARD BY: Gonzalez, Elizabeth

COURTROOM: RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES**PRESENT:**

Barraza, Danielle J.

Attorney

Bloom, Jay

Counter Defendant

Gutierrez, Joseph A.

Attorney

Mushkin, Michael R.

Attorney

JOURNAL ENTRIES

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

June 05, 2020

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

June 05, 2020 3:00 AM Status Check

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

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT ORDERED, matter SET for Rule 16 conference.

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

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

June 22, 2020

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

**June 22, 2020 9:00 AM Motion for Order to Show
Cause**

HEARD BY: Gonzalez, Elizabeth**COURTROOM:** RJC Courtroom 03E**COURT CLERK:** Dulce Romea**RECORDER:** Jill Hawkins**REPORTER:****PARTIES**

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

JOURNAL ENTRIES

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

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

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

6-29-20 9:30 AM EVIDENTIARY HEARING

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

June 29, 2020

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

June 29, 2020 9:00 AM All Pending Motions

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

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

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

JOURNAL ENTRIES

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

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

Everyone else appeared in person.

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

PRINT DATE: 08/20/2021

Page 8 of 60

Minutes Date: April 28, 2020

PA1094

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

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

COURT ORDERED as follows:

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

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

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

Discovery cut-off SET for December 18, 2020;

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

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

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

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

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

August 28, 2020

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

August 28, 2020 3:00 AM All Pending Motions

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

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

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

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

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

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

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

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

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

12-21-20 9:00 AM STATUS CHECK

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

3-9-21 9:30 AM CALENDAR CALL

A-20-813439-B

3-15-21 1:30 PM JURY TRIAL

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

August 31, 2020

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

August 31, 2020 9:00 AM All Pending Motions

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

COURT CLERK: Carolyn Jackson

RECORDER: Jill Hawkins

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- DEFENDANT MOTION FOR APPOINTMENT OF RECEIVER . . . 5148 SPANISH HEIGHTS, LLC
AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT

Court noted at the request of the parties this matter would be rescheduled and ORDERED, matter
CONTINUED.

CONTINUED TO: 09/14/20 9:00 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

September 14, 2020

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

September 14, 2020 9:00 AM All Pending Motions

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

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

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

JOURNAL ENTRIES

- DEFENDANTS' MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC
AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT

All parties appeared by telephone.

Upon Court's inquiry, Mr. Mushkin confirmed he represents the Antoses and that he can do depositions on two days' notice. Court noted it is concerned it cannot address some of the issues in the motion until the Antoses' depositions are taken; the Court would like the depositions taken expeditiously, but if Mr. Gutierrez and Ms. Barraza are not prepared to do so the Court will hear the motion. Mr. Gutierrez advised there is pending written discovery; perhaps they can set the depositions next Monday, but he can certainly do them expeditiously; he simply needs the written discovery done first. COURT ORDERED, hearing on the motions CONTINUED; an affidavit on what was said at the deposition or a rough transcript may be submitted. Mr. Gutierrez requested the hearing be continued in 3 weeks and advised he will submit an expedited draft of the transcript. With Mr. Mushkin's agreement, COURT ORDERED, hearing on the motions CONTINUED to October 5, 2020. At counsel's request, COURT FURTHER ORDERED, the motion for protective order and the

opposition and countermotion thereto ADVANCED to September 18, 2020 in chambers.

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

...PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING
DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I,
LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS...

...OPPOSITION AND COUNTERMOTION FOR PROTECTIVE ORDER

10-5-20 9:00 AM DEFENDANTS' MOTION FOR APPOINTMENT OF
RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL
SUMMARY JUDGMENT

12-21-20 9:00 AM STATUS CHECK

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

3-9-21 9:30 AM CALENDAR CALL

3-15-21 1:30 PM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

September 18, 2020

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

September 18, 2020 3:00 AM All Pending Motions

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

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING
DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I,
LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS...
...OPPOSITION AND COUNTERMOTION FOR PROTECTIVE ORDER...
...STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER

PLAINTIFFS' OBJECTION AND MOTION FOR PROTECTIVE ORDER REGARDING
DEFENDANT/COUNTERCLAIMANTS 5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I,
LLC'S NOTICE OF INTENT TO SERVE SUBPOENAS...OPPOSITION AND COUNTERMOTION
FOR PROTECTIVE ORDER: The Court, having reviewed the motions for protective order,
countermotion, and the related briefing and being fully informed, DENIES both motions. With
respect to the motion, the subpoena to Bank of America seeks relevant information related to the cash
flow at issue in the payments made on the obligations. With respect to the countermotion, the
discovery request related to ownership and membership interest are also relevant to the transfer of
those obligations and ownership interest in the note; the request for in camera review is DENIED.
Respective moving counsel is directed to submit a proposed order approved by opposing counsel
consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in
this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in

briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order.

STATUS CHECK: DISCOVERY PLAN ON UNLAWFUL DETAINER: COURT NOTES plan submitted. Status check OFF CALENDAR.

10-5-20 9:00 AM DEFENDANT'S MOTION FOR APPOINTMENT OF
RECEIVER...5148 SPANISH HEIGHTS, LLC AND CBC PARTNERS I LLC, MOTION FOR PARTIAL
SUMMARY JUDGMENT

12-21-20 9:00 AM STATUS CHECK

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

3-9-21 9:30 AM CALENDAR CALL

3-15-21 1:30 PM JURY TRIAL

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 9-23-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

October 19, 2020

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

October 19, 2020 9:00 AM All Pending Motions

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

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

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

JOURNAL ENTRIES

- DEFENDANT MOTION FOR APPOINTMENT OF RECEIVER...5148 SPANISH HEIGHTS, LLC
AND CBC PARTNERS I LLC, MOTION FOR PARTIAL SUMMARY JUDGMENT

Parties appeared by telephone.

Following arguments by counsel, COURT ORDERED, given the testimony of the Antoses, there appear to be genuine issues of material fact related to the parties and the execution of documents relied on by the Motion for Partial Summary Judgment; for that reason, the Court DENIES the motion for partial summary judgment and the motion for appointment of Receiver, because if there are issues with documents, there are issues with the appointment of a Receiver.

11-9-20 9:00 AM PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY
RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION

12-21-20 9:00 AM STATUS CHECK

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

PRINT DATE: 08/20/2021

Page 19 of 60

Minutes Date: April 28, 2020

PA1105

3-9-21	9:30 AM	CALENDAR CALL
3-15-21	1:30 PM	JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

November 09, 2020

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

**November 09, 2020 9:00 AM Motion for Preliminary
Injunction**

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

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT: Barraza, Danielle J. Attorney
 Mushkin, Michael R. Attorney

JOURNAL ENTRIES

- Parties appeared by telephone.

Following arguments by counsel, COURT ORDERED, motion DENIED as there is not an emergent issue that requires the Court's injunctive relief; there is not a notice of sale, and without a notice of sale there is no emergency that requires the Court's intervention. Court stated it will sign an OST if there is a notice of sale.

12-21-20 9:00 AM STATUS CHECK
2-18-21 9:15 AM PRE TRIAL CONFERENCE
3-9-21 9:30 AM CALENDAR CALL
3-15-21 1:30 PM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

December 08, 2020

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

December 08, 2020 12:29 AM Minute Order

HEARD BY: Gonzalez, Elizabeth

COURTROOM: Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- At request of the Court, Defendants/Counterclaimants' Motion to Quash Subpoena to First Savings Bank and for Protective Order is CONTINUED from January 4 to January 11, 2021 at 9:00 am.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-9-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

December 14, 2020

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

December 14, 2020 4:03 PM Minute Order

HEARD BY: Gonzalez, Elizabeth

COURTROOM: Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- At request of the Court, parties to FILE a status report prior to the status check on Monday, December 21, 2020.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-14-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

December 18, 2020

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

December 18, 2020 3:00 AM **Motion for Protective
Order**

HEARD BY: Gonzalez, Elizabeth

COURTROOM: Chambers

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- The Court, having reviewed the motion for protective order and the related briefing and being fully informed, GRANTS the motion IN LIMITED PART. As not all file materials would be protected from production under the subpoena and attorney work product protection appears limited for activities conducted pre-litigation, non-protected material is to be provided in response to the subpoena after service. Any documents for which claim of protection or privilege is made will be alphanumerically identified and placed on a privilege log. For each document or written communication, the party withholding a document on the basis of attorney client privilege or the work product doctrine, shall specifically identify the author (and their capacity) of the document; the date on which the document was created; a brief summary of the subject matter of the document; if the document is a communication -- the recipient, sender and all others (and their respective capacities) provided with a copy of the document; other individuals with access to the document (and their respective capacities); the type of document; the purpose for creation of the document; and a detailed, specific explanation as to why the document is privileged or otherwise immune from discovery. Request for sanctions DENIED. Counsel for movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and argument. This Decision sets forth the Court's intended disposition on the subject but

anticipates further order of the Court to make such disposition effective as an order.

12-21-20 9:00 AM STATUS CHECK

12-24-20 9:00 AM PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT'S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS...OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AND COUNTERMOTION FOR PROTECTIVE ORDER

1-11-21 9:00 AM PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME...RENEWED MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC OR IN THE ALTERNATIVE MOTION FOR SUMMARY JUDGMENT...DEFENDANTS/COUNTERCLAIMANTS MOTION TO QUASH SUBPOENA TO FIRST SAVINGS BANK AND FOR PROTECTIVE ORDER

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

3-9-21 9:30 AM CALENDAR CALL

3-15-21 1:30 PM JURY TRIAL

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-21-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

December 21, 2020

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

December 21, 2020 9:00 AM Status Check

HEARD BY: Gonzalez, Elizabeth

COURTROOM: RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Court reviewed status report filed December 18, 2020. As the December 24, 2020 hearing will be on the pleadings only, any additional requests for relief by Plaintiff must be made by Order Shortening Time.

12-24-20 9:00 AM PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS...OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AND COUNTERMOTION FOR PROTECTIVE ORDER

1-11-21 9:00 AM PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME...
...RENEWED MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC OR IN THE ALTERNATIVE MOTION FOR SUMMARY JUDGMENT...
...DEFENDANTS/COUNTERCLAIMANTS MOTION TO QUASH SUBPOENA TO FIRST SAVINGS BANK AND FOR PROTECTIVE ORDER

2-18-21	9:15 AM	PRE TRIAL CONFERENCE
3-9-21	9:30 AM	CALENDAR CALL
3-15-21	1:30 PM	JURY TRIAL

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-21-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

December 24, 2020

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

December 24, 2020 9:00 AM All Pending Motions

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

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA, LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS...OPPOSITION TO MOTION FOR ORDER TO SHOW CAUSE AND COUNTERMOTION FOR PROTECTIVE ORDER

The Court having reviewed the request for Order to Show Cause and the related briefing and being fully informed determines CAUSE has been SHOWN and DENIES the countermotion. The issue related to the beneficial owners of Dacia has already been addressed by the Court. Regardless of counsel's belief as to the relevance, the failure to respond appears to be a violation of the Court's prior order. Matter CONTINUED to January 4, 2021 for scheduling of contempt trial. Defendant may resolve the issue by properly responding to the discovery. Attorney's fees are warranted; movant to submit an affidavit in support of fees; an objection any be filed within 5 judicial days after service. Counsel for movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court s intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order.

COURT ORDERED, matter SET for status check on January 15, 2021 in chambers on attorney's fees.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 12-24-20

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

January 04, 2021

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

January 04, 2021 10:00 AM All Pending Motions

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

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT: Barraza, Danielle J. Attorney
Mushkin, Michael R. Attorney

JOURNAL ENTRIES

- Parties appeared by telephone.

Following arguments by counsel, COURT ORDERED as follows:

PLAINTIFFS' RENEWED APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME: Motion GRANTED on a limited basis that the July notice did not properly identify the current holder of the interest. Trial on the merits ADVANCED to the date of the date of Preliminary Injunction Hearing so all the factual issues raised can be put to bed. BOND LEFT at amounts currently paid by Mr. Bloom's company. Proposed findings of fact and conclusions of law due January 29, 2021 at noon. Parties estimated 3 to 4 days.

Mr. Mushkin advised discovery is closed and they have responded to everything except as to the issue of Dacia. Ms. Barraza advised they are expecting responses from subpoenas and will supplement disclosures.

PLAINTIFFS' MOTION FOR AN ORDER TO SHOW CAUSE AS TO WHY DEFENDANT DACIA,

PRINT DATE: 08/20/2021

Page 30 of 60

Minutes Date: April 28, 2020

PA1116

LLC SHOULD NOT BE HELD IN CONTEMPT FOR FAILING TO ABIDE BY THIS COURT S 10/10/2020 ORDER DENYING MOTION FOR PROTECTIVE ORDERS: Motion GRANTED IN PART; information will be provided on an attorney's eyes only basis and can only be reviewed by Ms. Barraza and Mr. Mushkin -- no consultants, no staff members, no Mr. Bloom -- within 5 days of execution of a limited attorney's eyes only provision.

Mr. Mushkin advised that regarding the sale he will issue a new notice today.

Court suggested parties enter into a stipulation on those issue covered in the pleadings that will be tried on February 1st; if unable to, the Court will need competing versions within one week, or January 8th.

STATUS CHECK: SCHEDULING OF CONTEMPT TRIAL: COURT ORDERED, preliminary injunction hearing and trial SET for Monday, February 1st at 1 pm.

1-11-21 9:00 AM RENEWED MOTION TO DISMISS FIRST AMENDED COMPLAINT AS TO DACIA, LLC OR IN THE ALTERNATIVE MOTION FOR SUMMARY JUDGMENT...DEFENDANTS/COUNTERCLAIMANTS MOTION TO QUASH SUBPOENA TO FIRST SAVINGS BANK AND FOR PROTECTIVE ORDER

1-15-21 CHAMBERS STATUS CHECK: ATTORNEY'S FEES

2-1-21 1:00 PM PRELIMINARY INJUNCTION HEARING AND TRIAL

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

3-9-21 9:30 AM CALENDAR CALL

3-15-21 1:30 PM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

January 11, 2021

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

January 11, 2021 9:00 AM Motion to Quash

HEARD BY: Gonzalez, Elizabeth

COURTROOM: RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Pursuant to Administrative Order 20-01, the Court decides this matter without the necessity of oral argument.

The Court, having reviewed the motion to quash/protective order and the related briefing and being fully informed, GRANTS the motion. The nature of the account records sought is one which contains information relating to multiple clients and by the nature of such transactions is confidential. Plaintiff has not made a showing that other sources of information do not exist from which they could obtain this information. Counsel for Defendant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 1-21-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

January 11, 2021

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

January 11, 2021	9:00 AM	Motion to Dismiss
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HEARD BY: Gonzalez, Elizabeth	COURTROOM: RJC Courtroom 03E
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COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Pursuant to Administrative Order 21-01 the Court decides this matter without the necessity of oral argument.

The Court, having reviewed the motion to dismiss and the related briefing and being fully informed, DENIES the motion. The Court declines to address the motion as a Motion for Summary Judgment. The Motion to Dismiss is DENIED as the claims are adequately plead. Counsel for Plaintiff is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-1-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

January 11, 2021

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

January 11, 2021 9:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth

COURTROOM: RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

January 15, 2021

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

January 15, 2021 3:00 AM Status Check

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

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT ORDERED, matter CONTINUED for 2 weeks.

...1-29-21 - CHAMBERS

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 1-21-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

January 29, 2021

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

January 29, 2021 3:00 AM Status Check

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

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT ORDERED, status check CONTINUED to Friday, February 19, 2021 in chambers.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-16-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

February 01, 2021

A-20-813439-B	Spanish Heights Acquisition Company LLC, Plaintiff(s) vs. CBC Partners I LLC, Defendant(s)
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February 01, 2021 1:00 PM Hearing

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

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

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

JOURNAL ENTRIES

- DAY 1

COURT NOTED that the parties have STIPULATED to a trial on the following legal issues surrounding the claims and counterclaims:

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

PRINT DATE: 08/20/2021

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Minutes Date: April 28, 2020

PA1123

There being no objection, COURT ORDERED, Proposed Joint Exhibits 1 through 129, except 114, are ADMITTED; 132 through 145 are also ADMITTED.

Opening statements by Mr. Gutierrez and Mr. Mushkin.

Testimony and exhibits presented. (See worksheet.)

COURT ORDERED, hearing / trial CONTINUED.

2-2-21 10:00 AM PRELIMINARY INJUNCTION HEARING AND TRIAL

2-8-2 9:00 AM KENNETH ANTOS' AND SHEILA NEUMANN-ANTOS' MOTION FOR SUMMARY JUDGMENT

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

3-9-21 9:30 AM CALENDAR CALL

3-15-21 1:30 PM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

February 02, 2021

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

February 02, 2021 10:00 AM Hearing

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

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

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

JOURNAL ENTRIES

- DAY 2

Testimony and exhibits presented. (See worksheet.) Following arguments by Mr. Mushkin and Mr. Gutierrez regarding Mr. Mushkin's motion under 50(a), COURT ORDERED, while there is significant evidence to support the argument of Mr. Mushkin, it would force the Court to weigh the credibility and evidence at this time; the Court cannot do it under 50(a); the Court is DENYING the motion for counsel to finish the case first. LUNCH RECESS.

Testimony and exhibits continued.

COURT ORDERED, hearing / trial CONTINUED.

2-3-21 9:30 AM PRELIMINARY INJUNCTION HEARING AND TRIAL

2-8-2 9:00 AM KENNETH ANTOS' AND SHEILA NEUMANN-ANTOS' MOTION FOR

PRINT DATE: 08/20/2021

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Minutes Date: April 28, 2020

SUMMARY JUDGMENT

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

3-9-21 9:30 AM CALENDAR CALL

3-15-21 1:30 PM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

February 03, 2021

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

February 03, 2021 9:30 AM Hearing

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

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

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

JOURNAL ENTRIES

- DAY 3

Mr. Gutierrez advised SHAC LLC filed for bankruptcy today under case no. 21-10501, and the attorney is James Greene from Greene Infuso. Upon review, COURT NOTED that with respect to Spanish Heights Acquisition Company the bankruptcy stay will apply. Mr. Gutierrez requested to stay today's proceeding because SJC is intertwined with SHAC. Mr. Mushkin noted that the Court is correct and the matter is stayed only as to SHAC; the stay of foreclosure he agrees relates to SHAC; there are legal issues related to SJC and the Court can make findings without affecting the bankruptcy. COURT ORDERED, because SHAC is a party to the forbearance agreement but apparently not a signatory as previously discussed it would appear it is appropriate to STAY the action at this time; the Court is STAYING the action because the limited stipulated issues that the Court is being asked to decide ask the Court to decide documents to which the entity who had filed bankruptcy is a party as well as the other parties; while the Court does not believe the entire case is stayed, and there may be other issues everyone can proceed on, the limited issues on the one action rule, the merger, the validity of the promissory notes which preexists SHAC's involvement in the

deed of trust which preexists SHAC's involvement and the 2017 forbearance agreement and amendments the Court believes, reluctantly, it is appropriate to stay the matter at this time; however, the Court does believe the bankruptcy sometimes trumps it. The matter is STAYED for 30 days while the parties try to figure out what claims are appropriate to remain and proceed. Mr. Mushkin advised he will immediately seek relief from bankruptcy court and get back with the Court; with Mr. Bloom he estimates 2 hours or a day's worth left of questioning. COURT NOTED the matter is STAYED ONLY for 30 days; new hearing date SET for March 15, 2021 at 9:00 am.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

February 17, 2021

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

February 17, 2021 3:00 AM Status Check

HEARD BY: Gonzalez, Elizabeth**COURTROOM:** Chambers**COURT CLERK:** Dulce Romea**RECORDER:****REPORTER:**

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT notes that per Mr. Mushkin, the matter is stayed, and once the stay is lifted he will file his reply and counter motion for fees awarded at the contempt hearing. COURT ORDERED, the status check on attorney's fees that was continued to February 19 is now CONTINUED to March 15, 2021.

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

3-9-21 9:30 AM CALENDAR CALL

3-15-21 9:00 AM KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR
SUMMARY JUDGMENT

3-15-21 10:00 AM PRELIMINARY INJUNCTION HEARING AND TRIAL...STATUS
CHECK: ATTORNEY'S FEES

3-15-21 1:30 PM JURY TRIAL

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 2-17-21

PRINT DATE: 08/20/2021

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Minutes Date: April 28, 2020

PA1129

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

February 18, 2021

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

February 18, 2021 9:15 AM Pre Trial Conference

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

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

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

JOURNAL ENTRIES

- Parties appeared by telephone.

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

3-9-21 9:30 AM CALENDAR CALL

3-15-21 9:00 AM KENNETH ANTOS' AND SHEILA NEUMANN-ANTOS' MOTION FOR SUMMARY JUDGMENT

3-15-21 10:00 AM PRELIMINARY INJUNCTION HEARING AND TRIAL..STATUS CHECK: ATTORNEY'S FEES

3-15-21 1:30 PM JURY TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

March 09, 2021

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

March 09, 2021 3:00 AM Minute Order

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

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT ORDERED, March 15, 2021 Jury Trial setting VACATED and status check SET on March 26, 2021 in chambers regarding resetting that trial.

3-15-21 9:00 AM KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT

3-15-21 10:30 AM PRELIMINARY INJUNCTION HEARING AND TRIAL...STATUS CHECK: ATTORNEY'S FEES

3-26-21 CHAMBERS STATUS CHECK: RESET JURY TRIAL

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-9-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

March 09, 2021

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

March 09, 2021 9:30 AM Calendar Call

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

COURT CLERK: Dulce Romea

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT: Barraza, Danielle J. Attorney
Mushkin, Michael R. Attorney

JOURNAL ENTRIES

- Parties appeared by telephone.

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

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

March 15, 2021

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

March 15, 2021 3:00 AM All Pending Motions

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

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

PARTIES

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

JOURNAL ENTRIES

- DAY 4 OF PRELIMINARY INJUNCTION HEARING AND TRIAL:

Testimony and exhibits presented. (See worksheet.) At the hour of 2:07 pm, BOTH SIDES RESTED.
RECESS.

Closing arguments. COURT ORDERED, matter will STAND SUBMITTED. Status Check on Decision SET for March 19, 2021 in chambers. Parties to notify the Judicial Executive Assistant if they get something from Bankruptcy Court.

STATUS CHECK: ATTORNEY'S FEES: COURT ORDERED, matter CONTINUED also to March 19 in chambers.

3-19-21 CHAMBERS STATUS CHECK: COURT'S DECISION ON PRELIMINARY
INJUNCTION HEARING & BENCH TRIAL...STATUS CHECK: ATTORNEY'S FEES

3-26-21 CHAMBERS STATUS CHECK: RESET JURY TRIAL

PRINT DATE: 08/20/2021

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Minutes Date: April 28, 2020

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

March 15, 2021

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

**March 15, 2021 9:00 AM Motion for Summary
Judgment**

HEARD BY: Gonzalez, Elizabeth

COURTROOM: RJC Courtroom 03E

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT ORDERED, matter CONTINUED to the chambers calendar for Friday, March 19, 2021.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-15-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

March 18, 2021

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

March 18, 2021 3:00 AM All Pending Motions

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

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- STATUS CHECK: ATTORNEY'S FEES...KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS
MOTION FOR SUMMARY JUDGMENT...STATUS CHECK: COURT'S DECISION ON
PRELIMINARY INJUNCTION HEARING & BENCH TRIAL

COURT ORDERED, matters CONTINUED for one week,

3-26-21 CHAMBERS STATUS CHECK: ATTORNEY'S FEES...KENNETH ANTO'S
AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT...STATUS CHECK:
COURT'S DECISION ON PRELIMINARY INJUNCTION HEARING & BENCH TRIAL...STATUS
CHECK: RESET JURY TRIAL

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-18-
21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

March 25, 2021

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

March 25, 2021 3:00 AM All Pending Motions

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

COURT CLERK: Dulce Romea

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- STATUS CHECK: RESET JURY TRIAL...
...STATUS CHECK: COURT'S DECISION ON PRELIMINARY INJUNCTION HEARING & BENCH TRIAL...
...STATUS CHECK: ATTORNEY'S FEES...
...KENNETH ANTO'S AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT:

COURT ORDERED, matters CONTINUED for one week.

...4-2-21 - CHAMBERS

CLERK'S NOTE: These matters were previously on the March 26, 2021 chambers calendar. A copy of this minute order was distributed via Odyssey File and Serve. / dr 3-25-21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

April 02, 2021

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

April 02, 2021 3:00 AM All Pending Motions

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

COURT CLERK: Carina Bracamontez-Munguia

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- STATUS CHECK: ATTORNEY'S FEES KENNETH ANTO'S AND SHEILA NEUMANN-ANTO'S
MOTION FOR SUMMARY JUDGMENT STATUS CHECK: COURT'S DECISION ON
PRELIMINARY INJUNCTION HEARING & BENCH TRIAL STATUS CHECK: RESET JURY TRIAL

COURT ORDERED, matters CONTINUED for one week.

04/09/2021 CHAMBERS

CLERK S NOTE: A copy of this minute order was distributed via e-mail to all parties. // cbm
04/02/2021

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

April 09, 2021

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

April 09, 2021	3:00 AM	Motion for Summary Judgment
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HEARD BY: Gonzalez, Elizabeth**COURTROOM:** Chambers**COURT CLERK:** Dulce Romea**RECORDER:****REPORTER:****PARTIES****PRESENT:**

JOURNAL ENTRIES

- The Court having reviewed KENNETH ANTOS AND SHEILA NEUMANN-ANTOS MOTION FOR SUMMARY JUDGMENT and the related briefing and being fully informed, GRANTS the Motion IN PART. The Antos Trust as the contracting party has standing to pursue these claims despite the assignment. There has been a lack of performance by Plaintiffs under the agreement entered into with Antos. Plaintiffs/Counterdefendants and in favor of Kenneth Antos and Sheila Neumann-Antos, as Trustees of the Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos Trust on liability under the Breach of Contract claim (First Claim) in the counterclaim filed 9/3/20. The Court does not make any determination related to what damages are appropriate related to the granting of this relief. As no order lifting the stay has been entered by the Bankruptcy Court, nothing in this order creates any obligations or liabilities directly related to Spanish Heights; however, factual findings related to Spanish Heights are included in this decision. The term Plaintiffs as used in these Findings of fact and Conclusions of Law is not intended to imply any action by this Court against the debtor, Spanish Heights. Counsel for Movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such

disposition effective as an order.

CLERK S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. -
vg//5/28/2021

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

June 03, 2021

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

June 03, 2021 9:15 AM Pre Trial Conference

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

COURT CLERK: Valeria Guerra

RECORDER: Jill Hawkins

REPORTER:

PARTIES

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

JOURNAL ENTRIES

- Mr. Mushkin advised the case would take 3 days to try. Mr. Gutierrez request a week to try the case to which the Court agreed. Colloquy regarding trial stack and scheduling/ Court was not opposed to moving trial due to pending bankruptcy matters.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

June 04, 2021

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

June 04, 2021

3:00 AM

Motion to Reconsider

HEARD BY: Gonzalez, Elizabeth

COURTROOM: Chambers

COURT CLERK: Valeria Guerra

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- The Court having reviewed Motion to Amend FFCL or Alternatively Reconsider and the related briefing and being fully informed, states that the dilution event was not part of the scope described in footnote 1 and the issue will be decided following trial on the remaining claims or appropriate motion practice. Counsel for Movant is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. -
vg//6/7/21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

July 20, 2021

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

July 20, 2021 9:30 AM Calendar Call

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

COURT CLERK: Valeria Guerra

RECORDER: Jill Hawkins

REPORTER:

PARTIES

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

JOURNAL ENTRIES

- COURT ORDERED, trial SET 10/11/2021.

JURY TRIAL 10/11/2021 1:30 PM

CALENDAR CALL 10/05/2021 9:30 AM

PRE-TRIAL CONF. 09/16/2021 9:15 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

July 30, 2021

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

July 30, 2021 3:00 AM Motion

HEARD BY: Gonzalez, Elizabeth

COURTROOM: Chambers

COURT CLERK: Valeria Guerra

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Court reviewed 7/28/21 status report. The Court having reviewed the Motion for Appointment of Receiver and the related briefing and being fully informed, GRANTS the motion. It is appropriate at this time given the evidence presented during the trial of this matter, as well as Judge Denton's findings for the appointment of a receiver to collect the business records of SJCVC ; determine the efforts made to collect upon the Judgment and report the financial condition of SJCVC to the Court. While Plaintiff takes issue with the neutrality of the receiver proposed by moving counsel the Court's experience with Mr. Bertsch has not been similar to that outlined by Mr. Bloom. Mr. Mushkin is directed to submit a proposed order approved by opposing counsel consistent with the foregoing within ten (10) days and distribute a filed copy to all parties involved in this matter. Such order should set forth a synopsis of the supporting reasons proffered to the Court in briefing. This Decision sets forth the Court's intended disposition on the subject but anticipates further order of the Court to make such disposition effective as an order. Par 9 of the order should be modified to reflect the filing of monthly reports with the Court.

CLERK'S NOTE: A copy of this minute order was distributed via Odyssey File and Serve. -
vg//8/4/21

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NRS Chapters 78-89

COURT MINUTES

August 16, 2021

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

August 16, 2021 8:30 AM Motion to Stay

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

COURT CLERK: Valeria Guerra

RECORDER:

REPORTER:

PARTIES

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

JOURNAL ENTRIES

- Parties appeared via telephonic conference.

Mr. Gutierrez argued Defendants could cause irreparable harm should the stay not be granted adding that a \$500.00 was inadequate in the present matter. Mr. Mushkin made note the Court had previously found alter ego and argued Mr. Bloom had to disclose his finances. Mr. Gutierrez added previous sanctions had been fulfilled and there was no evidence the company would not pay. Court DENIED the motion to stay.

EXHIBIT(S) LIST

Case No.: **A-20-813439-B**

Hearing Date: **MAY 14, 2020**

Dept. No.: **XI**

Judge: **HON. ELIZABETH GONZALEZ**

Court Clerk: DULCE ROMEA

Plaintiff: **SPANISH HEIGHTS ACQUISITION
COMPANY LLC**

Recorder: JILL HAWKINS

Counsel for Plaintiff: DANIELLE BARRAZA, ESQ.
JOSEPH GUTIERREZ, ESQ.

Defendant: **CBC PARTNERS I LLC**

Counsel for Defendant: MICHAEL MUSHKIN, ESQ.

EVIDENTIARY HEARING

DEMONSTRATIVE EXHIBITS

[illegible]

EXHIBIT(S) LIST

Case No.: **A-20-813439-B**

Hearing Date: **June 29, 2020**

Dept. No.: **11**

Judge: **Honorable Elizabeth Gonzalez**

Court Clerk: **DULCE ROMER**

Plaintiff: **Spanish Heights Acquisition Company, LLC, et al.**

Recorder: **JILL HAWKINS**

Counsel for Plaintiff: **Joseph A. Gutierrez, Esq.,
Danielle J. Barraza, Esq.**

vs.

Defendant: **CBC Partners I, LLC, et al.**

Counsel for Defendant: **Michael Mushkin, Esq.**

PLAINTIFFS' PROPOSED EXHIBITS FOR EVIDENTIARY HEARING

EXHIBITS

Exhibit Number	Bates No.(s)	Exhibit Description	Date Offered	Objection	Date Admitted
1	1-001 – 1-006	Checks to City National Bank and Fed-Ex Info	6-29-20	NO	6-29-20 <i>AB</i>
2	2-001 – 2-008	Checks to Northern Trust and Fed-Ex Info			<i>AB</i>
3	3-001 – 3-002	Correspondence from Northern Trust Bank on June 18, 2020 Acknowledging Receipt of Checks			<i>AB</i>
4	4-001	SHAC Bank account records showing the deposit of May and June 2020 Checks to City National and Northern Trust			<i>AB</i>
5	5-001 – 5-002	Proof of Payment to HOA, ledger and payment screenshot			<i>AB</i>
6	6-001	Real Property Taxes Document from Office of the Clark County Treasurer			<i>AB</i>
7	7-001	SHAC Banking Info Regarding the "Returned Check"			<i>AB</i>
8	8-001 – 8-008	Letter from Defendants' Counsel Dated June 11, 2020	6-29-20	NO	6-29-20 <i>AB</i>
9	9-001 – 9-003	Correspondence from Spanish Heights Acquisition Company to City National Bank	6-29-20	OBJ	6-29-20 <i>AB</i>
10	10-001 – 10-024	Additional Banking Transaction Details Regarding Payments on the First and Second Mortgage	6-29-20	OBJ	6-29-20 <i>AB</i>

EXHIBIT(S) LIST

Case No.: **A-20-813439-B**

Hearing Date: **June 29, 2020**

Dept. No.: **11**

Judge: **Honorable Elizabeth Gonzalez**

Plaintiff: **Spanish Heights Acquisition Company, LLC, et al.**

Court Clerk: **DULCE ROMERA**

Recorder: **JILL HAWKINS**

Counsel for Plaintiff: **Joseph A. Gutierrez, Esq.,
Danielle J. Barraza, Esq.**

vs.

Defendant: **CBC Partners I, LLC, et al.**

Counsel for Defendant: **Michael Mushkin, Esq.**

DEFENDANT/COUNTERCLAIMANTS' PROPOSED EXHIBITS FOR EVIDENTIARY HEARING

Exhibit	Exhibit Description	Date Offered	Obj.	Date Admitted	
A	City Nation Bank Loan Statement of June 15, 2020	6-29-20	NO	6-29-20	KB
B	Northern Trust Loan Statement as of May 15, 2020				KB
C	Fed Ex Tracking No 770437640975 Information of June 22, 2020				KB
D	Fed Ex Tracking No 770684974402 Information of June 22, 2020				KB
E	Fed Ex Tracking Nos 77043103690, 770684974402, and 770437640975 - Information of June 26, 2020				KB
F	Printout from Clark County Treasures office as of June 26, 2020				KB
G	Fed Ex Shipping Label 770719428761, Check to City National and Tracking showing delivery June 17, 2020				KB
H	Fed Ex Shipping Label 7707195185351, Check to City National and Tracking showing delivery June 17, 2020	6-29-20	NO	6-29-20	KB

EXHIBIT(S) LIST

Case No.: **A-20-813439-B**

Hearing Date: **February 1, 2021**

Dept. No.: **11**

Judge: **Honorable Elizabeth Gonzalez**

Court Clerk: **DULCE ROMERA**

Plaintiff: **Spanish Heights Acquisition Company, LLC, et al.**

Recorder: **JILL HAWKINS**

Counsel for Plaintiff: **Joseph A. Gutierrez, Esq.,
Danielle J. Barraza, Esq.**

vs.

Defendant: **CBC Partners I, LLC**

Counsel for Defendant: **Michael Mushkin, Esq.**

JOE COPPEDGE, ESQ.

TRIAL/HEARING BEFORE THE COURT

*NOTE: EXHIBITS NOT OFFERED OR ADMITTED
WERE NOT PRINTED FROM COUNSEL'S
ELECTRONIC SUBMISSION. JMK*

EXHIBITS

Exhibit Number	Bates No.(s)	Exhibit Description	Stipulated	Date Offered	Objection	Date Admitted
1.	5148SH 000001-25	Forbearance Agreement	Yes	2-1-21	NO	2-1-21
2.	5148SH 000026	Statement and Resignation of a Listed Member – CBC Partners	Yes			
3.	5148SH 000027	Statement and Resignation of a Listed Member – SJC Ventures Holdings	Yes			
4.	5148SH 000028-33	Articles of Organization for SHAC	Yes			
5.	5148SH 000526-561	Limited Liability Company Agreement of SHAC, LLC (executed)	Yes			
6.	5148SH 000077-78	Deed of Sale	Yes			
7.	5148SH 000079-88	Ex. B to Forbearance Agreement	Yes			
8.	5148SH 000089-97	Ex. B4 to Forbearance Agreement – Membership Pledge Agreement	Yes			
9.	5148SH 000098-100	Ex. B6 to Forbearance Agreement – Assignment of Rents	Yes			
10.	5148SH 000101-107	Ex. B8 to Forbearance Agreement – Security Agreement	Yes			
11.	5148SH 000108-112	Ex. B8a to Forbearance Agreement – Payment Direction Letter	Yes			
12.	5148SH 000113-115	Ex. B9 to Forbearance Agreement – Guaranty Agreement – Kenneth Antos	Yes			
13.	5148SH 000116-118	Ex. B10 to Forbearance Agreement – Guaranty Agreement Sheila Antos	Yes	2-1-21	NO	2-1-21

EXHIBIT(S) LIST

14.	5148SH 000119-121	Ex. B11 to Forbearance Agreement – Guaranty Agreement Antos Trusts	Yes	2-1-21	NO	21-21	kg
15.	5148SH 000122-153	Lease Agreement with Exhibits	Yes				kg
16.	5148SH 000154-163	Amendment to Forbearance Agreement and Related Agreements	Yes				kg
17.	5148SH 000164-167	Recorded Grant, Bargain, Sale Deed 4/16/2007	Yes				kg
18.	5148SH 000223-240	Secured Promissory Note Dated 6/22/2012	Yes				kg
19.	5148SH 000241-251	Guaranty 6/22/2012	Yes				kg
20.	5148SH 000252-258	Security Agreement 6/22/2012	Yes				kg
21.	5148SH 000259-262	First Modification to Secured Promissory Note	Yes				kg
22.	5148SH 000263-277	Joint Resolutions of Manager and all Members of KCI Investments	Yes				kg
23.	5148SH 000278-281	Second Modification to Secured Promissory Note	Yes				kg
24.	5148SH 000282-284	Third Modification to Secured Promissory Note	Yes				kg
25.	5148SH 000285-290	Security Agreement with Respect to Economic Interest in Settlement Agreement 11/19/2013	Yes				kg
26.	5148SH 000291-298	Fourth Modification to Secured Promissory Note 11/19/2013	Yes				kg
27.	5148SH 000299-303	Fifth Modification To Secured Promissory Note 1/19/2014	Yes				kg
28.	5148SH 000304-308	KCI Investments Member Resolution 3/12/2014	Yes				kg
29.	5148SH 000309-314	Sixth Modification to Secured Promissory Note	Yes				kg
30.	5148SH 000315-316	KCI Manager Resolution 5/27/2014	Yes				kg
31.	5148SH 000317-319	Consent of Resolutions of Co- Managers of KCI Investments 5/29/2017	Yes				kg
32.	5148SH 000320	Certificate of Incumbency 10/31/2014	Yes				kg
33.	5148SH 000321-332	Seventh Modification to Secured Promissory Note	Yes				kg
34.	5148SH 000334-336	Antos Certificate of Trust Existence and Authority	Yes				kg
35.	5148SH 000337	Name Affidavit 12/17/2014	Yes				kg
36.	5148SH 000338-351	Security Agreement 12/17/2014	Yes				kg
37.	5148SH 000352	Board of Directors Meeting Minutes Dixie Foods International 12/18/2014	Yes	2-1-21	NO	21-21	kg

EXHIBIT(S) LIST

38.	5148SH 000353-358	Resolution of the Board of Directors PRB fka DFI 12/18/2014	Yes	2-1-21	NO	2-1-21	AS
39.	5148SH 000359-381	Recorded Deed of Trust 12/29/2014	Yes				AS
40.	5148SH 000382-392	Title Insurance Policy	Yes				AS
41.	5148SH 000393-398	Eighth Modification to Secured Promissory Note	Yes				AS
42.	5148SH 000399-412	Security Agreement 1/23/2015	Yes				AS
43.	5148SH 000413-423	Pledge Agreement 1/23/2015	Yes				AS
44.	5148SH 000425-433	Ninth Modification to Secured Promissory Note	Yes				AS
45.	5148SH 000434-440	Recorded Correction to Deed of Trust 7/22/2015	Yes				AS
46.	5148SH 000441-449	Recorded Judgments (x3)	Yes				AS
47.	5148SH 000460-485	Debt Purchase Agreement (CBC & Southridge Partners) 12/2/2016	Yes				AS
48.	5148SH 000450-458	Assigned Debt Replacement Note 12/2/2016	Yes				AS
49.	5148SH 000459	Assignment of Debt Replacement Note 12/2/2016	Yes				AS
50.	5148SH 000486-509	Forbearance Agreement 12/2/2016	Yes				AS
51.	5148SH 000510-517	Tenth Modification to Secured Promissory Note	Yes				AS
52.	5148SH 000518-523	Recorded First Modification to Deed of Trust	Yes				AS
53.	5148SH 000565-566	Notice of Delinquent Assessment Lien 11/7/2018	Yes				AS
54.	5148SH 000567	Recorded Notice of Claim of Lien for Solid Waste Service 11/29/2018	Yes				AS
55.	5148SH 000568-571	Recorded Notice of Default and Election to Sell	Yes				AS
56.	5148SH 000572-576	Recorded Affidavit of Mailing Notice of Default	Yes				AS
57.	5148SH 000577-578	Treasurer's Deed of Reconveyance 2/14/2019	Yes				AS
58.	5148SH 000579	Recorded Notice of Claim of Lien for Solid Waste Service 5/28/2019	Yes				AS
59.	5148SH 000580-581	Recorded Notice of Rescission of Notice of Default 6/5/2019	Yes				AS
60.	5148SH 000582	Recorded Relinquishment and Satisfaction of Notice of Delinquent Assessments	Yes				AS
61.	5148SH 000583	Recorded Notice of Lien for Solid Waste Service 11/26/2019	Yes				AS
62.	5148SH 000584-617	Alternative Dispute Resolution Claim Form SHAC	Yes				AS
63.	5148SH 000628	Letter to Spanish Hills Regarding ADR	Yes	2-1-21	NO	2-1-21	AS

EXHIBIT(S) LIST

64.	5148SH 000631-710	Homeowners Insurance Policy Documents	Yes	2-1-21	NO	2-1-21	15
65.	5148SH 000711-712	Recorded Notice of Delinquent Fines and Special Assessment Lien	Yes				15
66.	5148SH 000713-714	Notice of Default Dated 3/16/2020	Yes				15
67.	5148SH 000715	State of Nevada Real Estate Division Moratorium Request Dated 3/18/2020	Yes				15
68.	5148SH 000716-720	Email Correspondence regarding response to Notice of Default	Yes				15
69.	5148SH 000721-733	Letter Regarding No Default dated 3/23/2020	Yes				15
70.	5148SH 000734-872	Property Inspection Report Obtained by CBC Partners I, LLC	Yes				15
71.	5148SH 000875-877	Notice of Default and Demand for Payment Dated 4/1/2020	Yes				15
72.	5148SH 000878-000880	Amended Notice of Default and Demand for Payment	Yes				15
73.	5148SH 000881-886	Email Correspondence Regarding Notice of Default	Yes				15
74.	5148SH 000887-889	Notice to Exercise Rights Under Pledge Agreement	Yes				15
75.	5148SH 000890	Payment to Northern Trust from MRM IOLTA 4/1/2020	Yes				15
76.	5148SH 000891-892	SJC Ventures Rent to SHAC for 4/1/2020-12/31/2020	Yes				15
77.	5148SH 000893-901	Note Purchase and Sale Agreement	Yes				15
78.	5148SH 000902	Notice to Vacate dated 4/3/2020	Yes				15
79.	5148SH 000903-905	Letter from Plaintiffs' Counsel Dated 4/6/2020	Yes				15
80.	5148SH 000906-907	Letter from CBC Partners I, LLC's Counsel Dated 4/6/2020	Yes				15
81.	5148SH 000908	Assignment of Company and Membership Interest of SHAC by Antos Trust	Yes				15
82.	5148SH 000909-913	Correspondence from City National Bank regarding Notice of Default 4/6/2020	Yes				15
83.	5148SH 000914-915	Letter from Plaintiffs' Counsel regarding Notice of Default and Pledge Agreement Dated 4/6/2020	Yes				15
84.	5148SH 000916	Wire Transfer from MRM IOLTA to CBC Partners I	Yes				15
85.	5148SH 000917	Letter to SHAC Requesting Corporate Documents 4/7/2020	Yes				15
86.	5148SH 000918	Letter from CBC Partners I, LLC's Counsel Dated Regarding Notice of Default 4/7/2020	Yes	2-1-21	NO	2-1-21	15

EXHIBIT(S) LIST

87.	5148SH 000919-929	Letter from CBC Partners I, LLC's Counsel to Governor Sisolak Dated 4/7/2020	Yes	2-1-21	NO	2-1-21	12
88.	5148SH 000930-938	Letter from Office of Attorney General Dated 4/8/2020	Yes				13
89.	5148SH 000939-941	Letter to Deputy Attorney General Dated 4/8/2020	Yes				14
90.	5148SH 000942	Letter to SJC Ventures Holdings regarding Request for Special Meeting of SHAC 4/9/2020	Yes				15
91.	5148SH 000943	Payment to City National Bank from MRM IOLTA	Yes				16
92.	5148SH 000944-955	Letters Regarding Scheduling Special Meeting and Recission of Notice of Default	Yes				17
93.	5148SH 000956-983	Transcript of the Special Meeting of the Members of SHAC	Yes				18
94.	5148SH 000991-1035	Correspondence from NV Attorney General's Office Closing Matter Dated 4/20/2020	Yes				19
95.	5148SH 001036-1039	Northern Trust Email Re: Jan, Feb, March, and April 2020 Past Due Bills	Yes				20
96.	5148SH 001040-1043	SHAC Payments to Northern Trust	Yes				21
97.	5148SH 001044-1047	SHAC Payments to City National Bank	Yes				22
98.	5148SH 1048-1052	Infinity Air Invoices	Yes				23
99.	5148SH 001053	HOA Payment 3/17/2020	Yes				24
100.	5148SH 001054-1055	Assignment of Interest in Deed of Trust	Yes				25
101.	5148SH 001056-1057	Recorded Notice of Breach and Election to Sell Under Deed of Trust	Yes				26
102.	5148SH 001058-1120	Bank Records for SHAC	Yes				27
103.	5148SH 001121-1218	Bank Records for SJC Ventures Holding Company	Yes				28
104.	5148SH 001220-3724	Hallberg emails with Bloom and attachments	Yes				29
105.	5148SH 003725-3767	Hallberg emails with City National Bank and attachments	Yes				30
106.	5148SH 003768-3982	Hallberg emails with Northern Trust and attachments	Yes				31
107.	5148SH 003983	Recorded Notice of Claim of Lien for Solid Waste Service 9/10/2020	Yes				32
108.	5148SH 003984-3987	Affidavit of Mailing Letters of Notice of Foreclosure Notice of Breach and Election to Sell	Yes				33
109.	5148SH 003988-3989	Affidavit of Posting Notice of Default	Yes	2-1-21	NO	2-1-21	34

EXHIBIT(S) LIST

		Interrogatories			
135.		SHAC's Responses to Counterclaimants' First Set of Request for Production			
136.		SJCV's Responses to Counterclaimants' First Set of Interrogatories			
137.		SJCV's Responses to Counterclaimants' First Set of Request for Production			
138.	PLTFS00984-985	Front and back of check to Northern Trust dated 1/6/21			
139.	PLTFS00986-987	Front and back of check to City National Bank dated 1/3/21			
140.		Transcript of Proceedings for May 14, 2020			
141.	PLTFS00951-778	Recorded Documents for APN No. 163-615-007 from 4/16/07 - 5/28/20			
142.	PLTFS00930-944	Security Agreement dated 6/22/2012 by KCI in favor of CBCI			
143.	5148SH 001036-1039	Email from Northern Trust dated 4/20/2020			
144.		Notice of Default and Demand for Payment dated July 2, 2020			
145.		Notice of Default and Demand for Payment dated 1/4/2021			
146.	PLTFS00988-PLTFS00991	Letter from SJC Ventures LLC and Spanish Heights Acquisition Company, LLC to defendants dated 3/1/21	OFFERED 3-15-21	OBJ OBJ	ADMITTED 3-15-21
147.	PLTFS00992	Letter from Michael Mushkin, Esq. to Spanish Heights Acquisition Company, LLC dated 3/10/21	(((
148.	PLTFS00993-PLTFS00994	Letter from SJC Ventures LLC and Spanish Heights Acquisition Company, LLC to defendants dated 3/11/21	3-15-21	OBJ	3-15-21
149.	PLTFS00995-PLTFS00999	Invoices #1766 and #1767 from Home Innovations dated 10/5/19	3-15-21	OBJ	



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

JOSEPH A. GUTIERREZ, ESQ.
8816 SPANISH RIDGE AVE.
LAS VEGAS, NV 89148

DATE: August 20, 2021
CASE: A-20-813439-B

RE CASE: SPANISH HEIGHTS ACQUISITION COMPANY, LLC; SJC VENTURES HOLDINGS COMPANY, LLC dba SJC VENTURES, LLC vs. CBC PARTNERS I, LLC; CBC PARTNERS, LLC; 5148 SPANISH HEIGHTS, LLC; KENNETH ANTOS AND SHEILA NEUMANN-ANTOS as Trustees of the KENNETH & SHEILA ANTOS LIVING TRUST and the KENNETH M. ANTOS & SHEILA M. NEUMANN-ANTOS TRUST; DACIA, LLC

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; BUSINESS COURT CIVIL COVER SHEET; ORDER APPOINTING RECEIVED; NOTICE OF ENTRY OF ORDER; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC; SJC VENTURES
HOLDINGS COMPANY, LLC dba SJC
VENTURES, LLC,

Plaintiff(s),

vs.

CBC PARTNERS I, LLC; CBC PARTNERS,
LLC; 5148 SPANISH HEIGHTS, LLC;
KENNETH ANTOS AND SHEILA
NEUMANN-ANTOS as Trustees of the
KENNETH & SHEILA ANTOS LIVING
TRUST and the KENNETH M. ANTOS &
SHEILA M. NEUMANN-ANTOS TRUST;
DACIA, LLC,

Defendant(s),

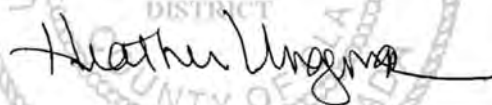
Case No: A-20-813439-B

Dept No: XI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 20 day of August 2021.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk