

Case No. 83408

In the Supreme Court of Nevada

VINCENT T. SCHETTLER,
Appellant,
vs.
PACIFIC WESTERN BANK,
Respondent.

Electronically Filed
Aug 30 2021 05:08 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

**OPPOSITION TO MOTION UNDER NRAP 8 AND 27
FOR STAY PENDING APPEAL**

DAN R. WAITE (SNB 4078)
DANIEL F. POLSENBERG (SBN 2376)
JOEL D. HENRIOD (SBN 8492)
LEWIS ROCA ROTHGERBER CHRISTIE LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
Telephone (702) 474-2638
Facsimile (702) 216-6177
dwaite@lewisroca.com
dpolsenberg@lewisroca.com
jhenriod@lewisroca.com

Attorneys for Respondent

NRAP 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and entities as described in NRAP 26.1(a), and must be disclosed:

1. Pacific Western Bank is a California state-chartered bank wholly owned by PacWest Bancorp, a publicly traded bank holding company.
2. Dan R. Waite of Lewis Roca Rothgerber Christie LLP represented respondent in the district court and has appeared in this Court. Daniel F. Polsenberg and Joel D. Henriod of Lewis Roca Rothgerber Christie LLP have appeared before this Court.
3. These representations are made in order that the judges of this Court may evaluate possible disqualification or recusal.

Dated this 30th day of August, 2021.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ Dan R. Waite

Dan R. Waite (State Bar No.: 4078)
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169-5996
Attorneys for Respondent Pacific Western Bank

I. PROCEDURAL HISTORY AND NATURE OF APPEAL

The recitation of procedural history in Schettler’s Motion Under NRAP 8 and 27 For Stay Pending Appeal (“Motion”) is largely accurate, but not complete:

1. The district court’s June 21, 2021 Minute Order (Motion, Ex. 2) granted the Receiver Motion (**Exhibit 1**) and expressly directed PacWest’s counsel to “prepare a detailed Order, [including] Findings of Facts . . . based not only on the foregoing Minute Order, but also on the record on file herein.” (Motion, Ex. 2, at page 2, emphasis added). PacWest submitted its proposed order on July 13, 2021. (**Exhibit 2.**)¹

2. Schettler submitted a competing order the same day, which contained no detailed Findings. (**Exhibit 3**).

3. On July 21, 2021, the district court stated during a status hearing on the competing orders: “I just want to make sure that whatever order I sign . . . best represents my decision making process” (Motion, Ex. 3, at 10:15-20).

4. On August 11, 2021, the district court entered another Minute Order, **Exhibit 4**, appointing one of PacWest’s receiver nominees and directed PacWest’s

¹ Schettler argues that the Findings entered by the district court were (a) disputed, and (b) not expressly stated by the district court. (See Motion at 3-4). However, all Findings entered by the district court were argued and supported with evidence in the record. See *D.G. Porter, Inc. v. Fridley*, 373 N.W.2d 917, 920 (N.D. 1985) (“[w]hen the trial judge affixes his signature to the findings of fact they become the findings of the court”)

counsel to “re-submit its previous order appointing receiver . . . , now appointing Cordes & Company as receiver” (Emphasis added). The court entered PacWest’s further revised order on August 16, 2021 (“Receiver Order”).

II. RELEVANT FINDINGS IN THE RECEIVER ORDER

The district court’s Findings including the following (the numbers below correspond with the Findings in the Receiver Order (Motion at Ex. 5)):

“3. In November 2020, PacWest attempted to execute upon Schettler’s personal property located at his home but Schettler, upon advice of counsel, denied access to the Constable’s agents and thwarted any satisfaction of the judgment

“4. . . . Schettler is self-employed by Vincent T. Schettler, LLC and he goes to work every day for that company. However, Schettler decides when and how much he gets paid and he pays himself very infrequently.

“5. Even if Schettler pays himself only infrequently, he refuses to apply any of his property towards satisfaction of PacWest’s judgment. . . .

“7. Since 2014, Schettler has thumbed his nose at PacWest’s judgment and attempted to thwart and frustrate PacWest’s collection efforts at every opportunity....

“8. Schettler is a very recalcitrant judgment debtor.

“9. This Court has previously found that Schettler has not acted in good faith and, instead, has acted in bad faith; he’s unreasonably multiplied these

proceedings; has engaged in stonewalling; and has acted to delay and obfuscate as long as possible. . . . The Court confirms and incorporates those Findings here.

“10. . . . the Court finds that Schettler will falsify the truth while in the very act of acknowledging it is a federal crime to do so.

“11. The Court finds that Schettler cannot be trusted to tell the truth. He will say and do whatever is expedient to serve his purposes in the moment and to thwart PacWest’s lawful collection efforts. . . .”

This Court should deny Schettler’s request for a stay. If, however, this Court finds that a stay is warranted, the Court should condition such on Schettler posting a bond in the full amount of the judgment, including additional interest, as the district court stated it was inclined to do if it had granted a stay. (Motion, Ex. 3, at 54:1-3).

III. SCHETTLER IS NOT ENTITLED TO A STAY

Schettler has not carried his burden. *See* NRAP 8(a)(2)(A).

A. The Object of Schettler’s Anticipated Appeal Will Not Be Defeated if a Stay is Denied

The Receiver Order does not require the disclosure of a trade secret or privileged communication which, unless stayed, will defeat the purpose of an appeal seeking to avoid disclosure. It does not suppress evidence intended for use at trial, which, unless stayed, will defeat the object of an appeal “as the trial would proceed without the suppressed evidence.” *See State v. Robles-Nieves*, 129 Nev. 537, 542, 306 Nev. 399, 403 (2013).

Here, if the Receiver Order is reversed, the receivership will end and the object of the appeal will be achieved, not defeated. Schettler claims that, unless a stay is granted, “any property that is improperly taken by the receiver and applied to the judgment during the pendency of the appeal leaves Vincent (and potential nonparties to this case) with an undesirable and unliquidated cause of action against the Bank for restitution.” (Motion at 5). First, this claim is no different than exists in every appeal from a money judgment. *See Wheeler Springs Plaza, LLC v. Beemon*, 119 Nev. 260, 267, 71 P.3d 1258, 1262 (2003). Thus, the logical extension of Schettler’s argument is that a stay should exist in every appeal because the possibility of reversal exists in every appeal.

Second, Schettler is concerned that the Receiver might improperly execute on assets that (1) belong to a third party (but, Schettler has no standing to assert such), or (2) are exempt from execution. These same risks exist whether execution is performed by PacWest or the Receiver—i.e., the risks neither arise nor increase with the appointment of a receiver. In any event, Nevada statutes already provide procedural safeguards to (1) third parties who claim ownership of seized assets (*see e.g.*, NRS 21.120(2), 21.150, 21.330, 31.070, 31.940), and (2) judgment debtors who claim an exemption (*see* NRS 21.075, 21.112, 31.045(2)). The district court’s Receiver Order does not (and cannot) eliminate these statutory rights and procedural safeguards.

Next, Schettler argues that “[i]f a stay is not granted, the damage caused by a receiver . . . will have already been done before the appeal is decided.” (Motion at 5). This argument goes to the next factor (irreparable or serious injury). Even so, Schettler fails to identify what “damage” will occur or how it will result. Schettler’s claim of “damages” is speculative at best. *See Fritz Hansen A/S v. Eighth Judicial District Court*, 116 Nev. 650, 6 P.2d 982 (2000) (“with respect to harm, there should be a reasonable probability that real injury will occur if the [stay] does not issue”) (internal quotation marks omitted). Schettler can achieve the object of his appeal—termination of the receivership—without a stay.

B. Schettler Will Not Suffer Irreparable or Serious Injury

Although this factor focuses on future injury that will occur unless a stay is granted, Schettler argues that “Vincent’s business operations have already been seriously damaged as a result of the Bank’s request for a receiver.” (Motion at 6). Schettler tries to satisfy this factor regarding future harm with allegations of past harm. *See Westside Charter Serv., Inc. v. Gray Line Tours of S. Nevada*, 99 Nev. 456, 460, 664 P.2d 351, 353 (1983) (“[t]he purpose of a stay is to preserve the *status quo ante*.”).

Further, Schettler attributes the past harm to PacWest’s mere filing of the Receiver Motion (and a non-party’s lender’s subsequent discovery of that motion). (Motion at 6). But, a stay here will not expunge the district court’s record of the Receiver Motion. Next, the Motion incorrectly suggests that “the Receiver Order

would force nonparty LLCs to make distributions to the Receiver without a charging order—a direct violation of Nevada law.” (Motion at 7). The Receiver Order does not force any LLC to make a distribution to the receiver. Instead, if an LLC decides to make a distribution to Schettler, then delivery of that distribution must be made to Schettler through the receiver. (Motion, Ex. 5, at 8:27-9:16). To the extent a charging order is required, the Receiver Order contains a charging order. Although the Receiver Order is not labeled a “charging order,” this Court has always looked to what an order “substantively accomplishe[s],” and “not what it is called.” *See Lee v. GNLV Corp.*, 116 Nev. 424, 427, 996 P.2d 416, 418 (2000). NRS 86.401 defines a charging order in the LLC context: “On application to a court of competent jurisdiction . . . , the court may charge the [LLC] member’s interest with payment of the unsatisfied amount of the judgment with interest. . . .” Part of the Receiver Order does just that. (Motion, Ex. 5, at 8:27-9:16). This is a charging order in substance, even if not labeled such.

Next, the Motion argues that “[t]he Receiver Order also compels trustees of all trusts where Vincent is a beneficiary to make distributions to the receiver,” even those “which contain valid spendthrift provisions.” (Motion at 7). However, the Receiver Order expressly requires that “this Order be interpreted broadly to facilitate the lawful satisfaction of PacWest’s judgment against Schettler.” (*Id.*, Ex. 5, at 8:17-18, emphasis added). Thus, if Schettler ever believes that the Receiver is attempting to execute on assets subject to a valid spendthrift provision, he is free to bring that issue to the

district court for a determination. Second, the trust Schettler primarily relies upon is the Schettler Family Trust. While it contains a spendthrift provision, it is revocable and the Probate Court recently ruled that the trust's assets are subject to Schettler's debts and liabilities. (**Exhibit 5**). Schettler did not appeal this order. Thus, Schettler's argument regarding spendthrift provisions is meritless.

C. PacWest Will Suffer Serious Injury If A Stay Is Granted

While PacWest does not know what the future will bring, a possibility exists that Schettler, who makes his money in the real estate market, will continue to conceal his assets and evade his obligations; or worse, lose his ability to satisfy PacWest's judgment. PacWest acknowledges such scenarios are speculative, but so is the opposite—i.e., that Schettler's ability to pay the judgment will not change. PacWest respectfully suggests that in these competing scenarios, the tie goes to the creditor vested with the court's valid, final judgment—not the one trying to evade paying the judgment.

D. Schettler is Not Likely to Prevail on Appeal

The district court granted the receiver pursuant to NRS 32.010(4). It authorizes the appointment of a receiver in favor of a judgment creditor in either of two situations: (1) “when an execution has been returned unsatisfied,” or (2) “when the judgment debtor refuses to apply the judgment debtor's property in satisfaction of the

judgment.” The district court found both of these conditions warranted the appointment of a receiver here. (*See* Motion, Ex. 5, at Findings 3, 5-8).

As for the first, it is undisputed that execution was attempted late last year at Schettler’s home by the constable’s deputies and Schettler denied them entry into his home. The writ of execution was returned unsatisfied. (*Id.* at Finding 3). As for the second, it is also not disputed that Schettler has been gainfully employed for years, albeit for himself so he can control when and how much he gets paid. Yet, Schettler has paid nothing toward the judgment in more than six years—i.e., in the words of NRS 32.010(4), he refuses to apply any of his property in satisfaction of the judgment. (*Id.* at Findings 4-8). Thus, Schettler is not likely to prevail on appeal.

Instead of focusing on the express language of NRS 32.010(4), which is unchanged in 110 years, Schettler relies on (1) this Court’s pronouncements regarding receivers in a completely different context (*pendente lite*) and (2) a completely different California statute. Schettler’s “remedy of last resort” argument conflates Nevada’s heightened standard for appointing a prejudgment receiver with this post-judgment proceeding. *See Bowler v. Leonard*, 70 Nev. 370, 269 P.2d 833 (1954); *Hines v. Plante*, 99 Nev. 259, 661 P.2d 880 (1983). When a receiver is appointed in the prejudgment context, the court transfers control of a litigant’s property to that party’s adversary *before* the adversary’s right to the property is adjudicated. Thus, a prejudgment receivership is rightfully a “remedy of last resort,” *Bowler*, 70 Nev. at

383, and “should be used sparingly,” *Hines*, 99 Nev. at 261. However, such due process concerns are not implicated in post-judgment actions because the parties’ rights have already been adjudicated. *Dionne v. Bouley*, 757 F.2d 1344, 1351 (1st Cir. 1985) (“the process due a debtor *after* judgment was less than that due before judgment”). Post-judgment, there is no lingering question about who will prevail; a court has already determined that the judgment creditor is entitled to a specific amount of the judgment debtor’s nonexempt property.

Next, Schettler relies on California’s receivership statute. (Motion at 9). Nevada adopted NRS 32.010(4) in 1911 and based it on California’s statute. Since 1911, California has modified its statute (Cal.C.C.P. § 708.620) several times; NRS 32.010(4) has never been amended. The two statutes are now drastically different. Indeed, the California provision comparable to NRS 32.010(4) was removed 39 years ago, in 1982.

Schettler disregards the foregoing history and textual differences between the two statutes to suggest this Court is likely to follow *Medipro Medical Staffing v. Certified Nursing Registry*, 274 Cal. Rptr. 3d 797, 801 (Cal App. 2021). (Motion at 9-10). However, *Medipro* turned on a California provision that has never existed in Nevada. *See id.* at 798. Additionally, in *Medipro*, “no evidence” existed “that the judgment debtors had obfuscated or frustrated the creditor’s collection efforts.” *Id.*

Here, the district court found that Schettler has not acted “in good faith” and chooses “to delay and obfuscate as long as possible.” (Motion, Ex. 5, at Findings 3-11).

Schettler suggests that the district court denied his countermotion for the appointment of a special master “due to concerns about an improper delegation of judicial responsibility” and suggests “the same concerns should apply to delegating judicial responsibility to a receiver.” (Motion at 10). Schettler may have a point if his premise were correct. But, the Receiver Order does not delegate any judicial responsibility to the receiver. Schettler incorrectly says that “the Receiver Order delegates the responsibilities of determining what property is exempt, what property is Vincent’s share of community property, etc. to a receiver,” (Motion at 10), but cites nothing to support this incorrect statement. Nothing strips Schettler of his statutory exemptions or his right to assert those exemptions. Nothing delegates the power to adjudicate Schettler’s claims of exemption to the receiver. Existing law protects Schettler regarding his claimed exemptions. *See e.g.*, NRS 21.075, 21.112, 31.045(2).

Schettler’s motion for a stay pending appeal should be denied.

Dated this 30th day of August, 2021.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ Dan R. Waite

Dan R. Waite (State Bar No.: 4078)
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169-5996
Attorneys for Respondent Pacific Western Bank

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of Lewis Roca Rothgerber Christie LLP, and that on this day, I caused a true and correct copy of the “Opposition to Motion Under NRAP 8 And 27 for Stay Pending Appeal” to be E-Filed and Served through the Court’s electronic filing system on the following counsel of record.

Alexander G. LeVeque (SNB 11183)
SOLOMON DWIGGINS FREER & STEADMAN
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone 702-853-5483
Facsimile 702-853-5485
aleveque@sdvnlaw.com

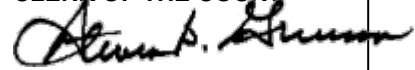
Robert L. Eisenberg (SNB 950)
LEMONS, GRUNDY & EISENBERG
6005 Plumas Street, Third Floor
Reno, Nevada 89519
Telephone 775-786-6868
Facsimile 775-786-9716
rle@lge.net

J. Rusty Graf, Esq.
BLACK & WADHAMS
10777 West Twain Avenue, Suite 300
Las Vegas, Nevada 89135

Dated this 30th day of August, 2021

/s/ Jessie Helm
An Employee of Lewis Roca Rothgerber Christie LLP

EXHIBIT 1



MARC
Dan R. Waite, State Bar No. 4078
DWAITE@lrrc.com
LEWIS ROCA ROTHGERBER CHRISTIE LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, NV 89169
Tel: 702.949.8200
Fax: 702.949.8398

Attorneys for Plaintiff
Pacific Western Bank, a California corporation

DISTRICT COURT
CLARK COUNTY, NEVADA

PACIFIC WESTERN BANK, a California
corporation,

Plaintiff/Judgment Creditor,

v.

JOHN A. RITTER, an individual; DARREN D.
BADGER, an individual; VINCENT T.
SCHETTLER, an individual; and DOES 1
through 50,

Defendants/Judgment Debtors.

Case No. A-14-710645-B

Dept. No. XVI

**PLAINTIFF'S MOTION FOR
APPOINTMENT OF RECEIVER OVER
JUDGMENT DEBTOR VINCENT T.
SCHETTLER'S ASSETS**

HEARING REQUESTED

Plaintiff/Judgment Creditor, Pacific Western Bank ("PACWEST"), hereby submits its
Motion for Appointment of Receiver Over Judgment Debtor Vincent T. Schettler's Assets. This
motion is made and based upon the following Memorandum of Points and Authorities.

Dated this 11th day of March, 2021.

LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ Dan R. Waite

Dan R. Waite (State Bar No.: 4078)
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169-5996

Attorneys for Plaintiff
Pacific Western Bank, a California corporation

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **BACKGROUND:**
4 **SCHETTLER HAS ACCESS TO SUBSTANTIAL WEALTH BUT PAYS NOTHING**

5 This case has been before this Court numerous times. The Court is aware of the extensive
6 wealth and assets judgment debtor Vincent Schettler enjoys. A brief summary (but only a
7 summary) is provided here:

8 Vincent T. Schettler lives an affluent lifestyle, even though he has not paid a single penny
9 toward the \$3,000,000 (approx.) judgment entered against him in 2014. Schettler's lifestyle is
10 evidenced by the following:

- 11 • Schettler purchased a \$2,000,000 home in a gated and guarded community during the
12 summer of 2019. (V. Schettler Depo, Vol. 1 (7/30/19) at 24:23-25:10, **Ex. 1**).
- 13 • Associated with the purchase of that home, Schettler qualified for a \$1,500,000 loan by
14 representing his income was \$77,231.00 per month, i.e., more than \$926,000 annually.
15 (Nevada "Commercially Reasonable Means or Mechanism" Worksheet, **Ex. 2**). When
16 asked during his judgment debtor examination if the representation was accurate, Schettler
17 coyly responded: "I don't know if it is or not" (Ex. 1 at 293:10-23).¹
- 18 • On just one credit card (a hard-to-obtain AMEX Centurion card (aka "Black Card"))—
19 which Mr. Schettler is individually obligated to pay—the Schettlers regularly charge and
20 pay more than \$40,000 per month (in December 2018, the charges exceeded \$100,000,
21 which were promptly paid in full the next month (**Ex. 5**)). As a further example, in late

22
23 ¹ In a recent filing, Schettler submitted a declaration from his self-described "friend" and mortgage
24 broker (Aaron Gordon) attempting to explain, through hearsay statements, that when Schettler swore "[m]y
25 monthly pre-tax income is \$77,231" (Ex. 2), such was not intended to be a representation that Schettler's
26 income was actually \$77,231 per month. If Schettler continues with this curious position, the Court should
27 know that Schettler contemporaneously (1) certified that "all of the information is true and complete," (2)
28 certified that he "made no misrepresentations in the loan application," and (3) acknowledged that "it is a
Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when
applying for this mortgage." (**Ex. 3**). Indeed, Schettler contemporaneously signed a form titled "Mortgage
Fraud is Investigated by the FBI" acknowledging that "Mortgage Fraud . . . is punishable by up to 30 years
in federal prison or \$1,000,000 fine, or both" and that "[i]t is illegal for a person to make any false
statement regarding income . . . in a loan and credit application." (**Ex. 4**). In short, the hearsay statements
from Schettler's "friend," which contradict Schettler's own clear and unambiguous representations, must be
disregarded. Schettler's own sworn statements speak for themselves.

2019 (over a period of just 50 days), Schettler used the AMEX card to pay \$206,983.72 to one of the many law firms he employs. (**Ex. 6**).

- Schettler uses a semi-private jet service when flying to Southern California to visit family. (V. Schettler Depo, Vol 1, at 88:5-89:11,² Ex. 1).
- Schettler treated his father and two sons to a Steelers football game, in Pittsburgh, purchasing \$1,800 worth of tickets (i.e., \$450 each), saying: “We try to go to a game every year.” (*Id.* at 125:1-126:3). He also follows Notre Dame football and travels to watch them play. (*Id.* at 114:2-11 (paid \$828.92 for a ticket to watch ND play in South Bend), 126:13-20 (paid \$446.12 to watch ND play at USC)).
- Although Schettler pays nothing toward the judgment, he spends money to appear benevolent by, for example, spending \$662.45 to buy Golden Knights gear as a Christmas gift for a youth with cancer, which, when combined with other purchases, amounted to more than \$1,400 in Christmas gifts for that youth and his family. (*Id.* at 130:14-131:7).
- Schettler has enough money to incur extravagant expenses, including a monthly service (Poo Snatchers) to scoop his dogs’ poop and take it away (amounting to more than \$1,000 per year). (*Id.* at 96:11-97:10).

Despite the foregoing evidence of wealth (and much more), Schettler has voluntarily paid NOTHING in six years to even partially satisfy PACWEST’s judgment against him. When asked during his judgment debtor examination why he has paid *nothing* toward the judgment, he made a technical distinction: “As I sit here *as Vince Schettler*, I don’t really have any assets to my name . . .” (*Id.* at 17:20-18:1, emphasis added). He testified that he survives from day to day with help from “my wife [who is not employed] and trusts.” (*Id.* at 18:13).

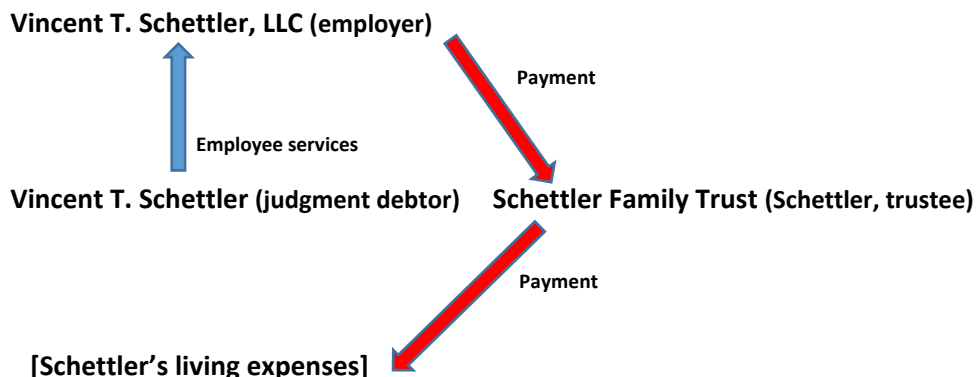
Schettler employs a complex network of companies and trusts in an attempt to make himself judgment proof. For example, although Schettler is “self-employed” by Vincent T. Schettler, LLC and goes “to work every day for Vincent T. Schettler, LLC,” he is nevertheless

² The website for JetSuiteX, now known as JSX, describes its service as follows: “Introducing JSX, where you can enjoy the convenience of private travel at not-so-private fares. Avoid the traffic and airport madness when you fly exclusively between our private terminals and go from parking to take off in minutes.” Available at <https://www.jsx.com/about/company> (last accessed on November 17, 2020).

1 paid only “very infrequently.” (*Id.* at 190:25-192:5). Schettler admits that he decides when and
2 how much he gets paid (*id.* at 194:18-24), but he chooses not to pay himself a wage (no doubt, in
3 an effort to keep himself judgment proof since his wages could be garnished). Instead, Schettler
4 causes his employer (Vincent T. Schettler LLC) to make distributions to the Schettler Family
5 Trust, which he also controls and which owns 95% of Vincent T. Schettler LLC. (*Id.* at 261:12-
6 14).

7 Schettler survives from day-to-day by causing the Schettler Family Trust to make
8 payments for his personal benefit. Indeed, Schettler testified that the Schettler Family Trust pays
9 his approx. \$10,000/month house payment (*id.* at 29:7-23, 280:7-12), his car payments, his
10 utilities, his credit card charges (*id.* at 50:2-51:18, 282:4-6), his personal attorney’s fees (*id.* at
11 283:22-284:16), and, more generally, all of his expenses. (*Id.* at 149:2-8, 164:4-13 (“the Schettler
12 Family Trust, on a monthly basis[,] pays our family expenses.”)). When Schettler says the
13 Schettler Family Trust pays his living expenses, it must be remembered that Schettler controls the
14 trust as its trustee and therefore he decides when and what the Trust pays.

15 In short, as diagrammed below, Schettler established a system where he goes to work for
16 his own company and provides daily services but, instead of paying himself a garnishable wage,
17 his company pays the Schettler Family Trust so that Schettler, in his capacity as trustee, can pay
18 his living expenses; thereby bypassing Schettler and attempting to keep himself judgment proof:



26 For six years, Schettler has thumbed his nose at PACWEST’s judgment and recalcitrantly
27 attempted to thwart PACWEST’s collection efforts at every turn. For six years he has been
28 successful and not paid a penny. A receiver will change that.

II.

**SCHETTLER ACTS IN BAD FAITH TO HINDER
AND DELAY PACWEST’S COLLECTION EFFORTS**

PACWEST has utilized numerous tools attempting to collect its judgment against Schettler, including conducting a judgment debtor examination (over two sessions), numerous post-judgment document requests directed to both Schettler and third-parties, writs of garnishment, writs of execution, related motion practice, etc. Schettler has hindered and delayed at every turn, forcing PACWEST to incur hundreds of thousands of dollars in post-judgment collection efforts, none of which prompted Schettler to pay a penny. He is a very recalcitrant judgment debtor.

Indeed, this Court expressly ruled that Schettler “did not act in good faith” in his response to some of PACWEST’s prior collection efforts, and that Schettler instead (1) “breached his agreement” to provide information to PACWEST, (2) entered into stipulations with PACWEST and “received the benefits of those stipulations . . . while disavowing [his] burdens under those same stipulations,” (3) acted in “bad faith,” (4) “unreasonably multiplied these proceedings,” and (5) engaged in “stonewalling.” (*See* Order (filed 9/10/20) at Findings 31-32, 38-39, 42). This Court further found that Schettler acted to “delay and obfuscate as long as possible.” (*Id.* at Finding 31).

In addition to the foregoing judicial findings, two more matters are worth discussing in detail to emphasize the need for a receiver and that Schettler cannot be trusted.

Schettler misrepresents the truth to thwart PACWEST’s attempt to take Mrs. Schettler’s deposition: PACWEST attempted to take the post-judgment deposition of Schettler’s wife, both in her capacity as the spouse of the judgment debtor (who presumably knows the location and extent of Schettler’s assets) and also in her capacity as co-trustee (with Schettler) of the Schettler Family Trust. PACWEST believes Mrs. Schettler may be more candid than Schettler has been and, therefore, wanted to depose her. Schettler apparently fears the same thing because he waged a fierce fight, based on a false claim, to prevent her deposition.

1 Beginning in mid-2019 (i.e., pre-COVID), PACWEST sought to depose Mrs. Schettler.
2 When Schettler and his counsel refused to coordinate a date for her deposition, PACWEST
3 noticed-up the deposition. Counsel was retained to represent Mrs. Schettler who sought to quash
4 the deposition subpoena based on an allegation (frequently repeated in these proceedings) that
5 Mrs. Schettler “is in extremely poor health.” (**Ex. 7**). Despite this serious allegation, it is
6 relevant to note that Mrs. Schettler has never provided a declaration (sworn or unsworn) attesting
7 to such. The undersigned was skeptical of the claim (after all, the undersigned had seen the
8 AMEX charges over an extended period of time and knows that Mrs. Schettler (1) frequently
9 traveled for pleasure (cruises, etc.), (2) ventured out numerous times for spa treatments, and (3)
10 often went out to restaurants and shops, etc.). Nevertheless, the undersigned offered to Mrs.
11 Schettler (still long before COVID) a package of accommodations that the undersigned never
12 previously offered to any other deponent in 30 years of practice—e.g., limiting her deposition to
13 2-3 hours spread out over two days, taking breaks every 15 minutes, and taking the deposition in
14 her own home, etc.—all of which were rejected. It was clear that Mrs. Schettler did not want
15 accommodations; rather, she wanted to never be deposed (while these sentiments are attributed to
16 Mrs. Schettler, it is not clear she personally knew about the efforts to take her deposition because
17 she never provided any affidavit or declaration).

18 Subsequent discovery revealed that Schettler’s claim regarding his wife’s “extremely poor
19 health” was a ruse (or substantially exaggerated), which Schettler fabricated to frustrate
20 PACWEST’s search for the truth regarding his assets. It must be remembered that during the
21 same general time period in 2019 when PACWEST attempted to take Mrs. Schettler’s deposition,
22 the Schettlers completed their purchase of the \$2,000,000 home they currently live in. As part of
23 the loan process, the lender asked for an explanation regarding some prior financial matters.
24 Schettler relevantly responded, in a signed statement, that his wife had medical issues, but then
25 noted that “my wife’s health is much better over the past two years.” (**Ex. 8**). Schettler’s
26 representation that Mrs. Schettler’s health was vastly improved and “much better,” signed in July
27 2019, is drastically different than what Schettler repeatedly and contemporaneously represented
28 in this action. Schettler cannot be trusted—an independent receiver is needed.

Schettler misrepresents the truth to his lender regarding PACWEST’s judgment: As part of that same loan process in 2019, Schettler was required to disclose whether any judgments existed against him. Even though Schettler has been stonewalling PACWEST regarding its judgment since 2014, he answered a question—“Are there any outstanding judgments against you?”—by checking the “No” box. (**Ex. 9** at Guild02605). On that same form, Schettler was also asked “Are you a party to a lawsuit?”—he again falsely responded “No.” *Id.* Schettler signed the form representing his answers were “true and correct” (*id.*) and acknowledged “it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts” (*Id.* at Guild02606). In short, Schettler will falsify the truth while in the very act of acknowledging it is a federal crime to do so.

The foregoing incidents demonstrate that Schettler cannot be trusted. He will say and do whatever is expedient to serve his purposes in the moment and to thwart PACWEST’s lawful collection efforts. A receiver is needed (1) because Schettler is “a judgment debtor with direct or indirect access to substantial wealth and assets, who [has] frustrated [PACWEST’s] considerable efforts to collect its judgment” and (2) to “investigate and determine what assets [Schettler] possesses, whether in the LLC’s or otherwise, and to determine whether the arrangements are a subterfuge for avoiding [Schettler’s] debt.” *Morgan Stanley Smith Barney LLC v. Johnson*, 952 F.3d 978, 983 (8th Cir. 2020) (internal quotation marks omitted); *accord, Otero v. Vito*, 2008 WL 4004979, at *4 (M.D. Ga. 2008) (a receiver was needed to “unravel[] the complicated web of entities and transactions woven by [judgment debtors]”).

III.

LEGAL ARGUMENTS

A. The Court Can and Should Appoint a Receiver Over Schettler’s Assets

NRS 1.210 provides: “Every court shall have power: . . . 3. To compel obedience to its lawful judgments” PACWEST has a lawful judgment against Schettler in the approximate amount of \$3,000,000. Schettler has not voluntarily paid anything in six years. PACWEST needs and seeks this Court’s assistance to compel Schettler’s obedience regarding payment of the judgment.

1 NRS 32.010 authorizes appointment of a receiver here: “A receiver may be appointed by
2 the court in which an action is pending, . . . 4. After judgment, . . . in proceedings in aid of
3 execution, when an execution has been returned unsatisfied, **or** when the judgment debtor refuses
4 to apply the judgment debtor’s property in satisfaction of the judgment.” (Emphases added).
5 PACWEST is entitled to the appointment of a receiver over Schettler’s assets for all three of the
6 foregoing reasons. More specifically, a receiver is warranted (1) to aid PACWEST’s execution
7 rights against Schettler, and also because (2) a recent writ of execution was unsatisfied,³ and also
8 because (3) Schettler refuses to apply any of his property toward even a partial satisfaction of the
9 judgment. *See Morgan Stanley Smith Barney LLC v. Johnson*, 952 F.3d 978, 981 (8th Cir. 2020)
10 (receivership appropriate “to protect a judgment creditor’s interest in a debtor’s property when the
11 debtor has shown an intention to frustrate attempts to collect the judgment.”).

12 Schettler may argue that a receiver cannot be appointed over an *individual* judgment
13 debtor. This, however, would be a meritless argument under Nevada’s plain statutory language.
14 NRS 32.175 defines “receiver” as one appointed by the court to take control over “receivership
15 property.” “Receivership property” includes the property of an “owner.” (NRS 32.185). An
16 “owner” is any “person” for whose property a receiver is appointed. (NRS 32.155). And, a
17 “person” includes “an individual.” (NRS 32.160).⁴

18 Given that Schettler has not voluntarily paid anything in more than six years since the
19 judgment was entered against him, but has somehow managed to live opulently, even buying a
20 \$2,000,000 home in the summer of 2019, the receiver should be given broad powers to locate and
21 apply assets in satisfaction of the judgment, including commissions Schettler may be entitled to
22 receive. *See* NRS 21.320 (“The judge . . . may order any property of the judgment debtor not

23 ³ The Court will recall that PACWEST recently attempted to collect its judgment by having the
24 Constable serve a writ of execution on Schettler at his home, which was returned unsatisfied because
25 Schettler turned the Constable away. Brazenly, although it was Schettler who deterred the Constable in
his lawful duties, Schettler sought to hold PACWEST in contempt. The Court denied Schettler’s contempt
motion. *See* Order (filed 3/2/21).

26 ⁴ Further, NRS 32.300(2) implies that a receiver over an individual’s assets is proper given its
27 application when a receiver is appointed over an “owner . . . other than an individual.” The phrase “other
28 than an individual” is meaningless in the NRS 32.200(2) context unless a receivership can exist over an
individual in other contexts. *See also, First Nat’l Bank of N.J. v. Kron*, 464 A.2d 1146, 1148 (N.J. Sup.
Ct. 1983) (rejecting judgment debtor’s argument that “appointment of a receiver was inappropriate in the
case of an individual.”).

1 exempt from execution, in the hands of such debtor or any other person, or due to the judgment
2 debtor, to be applied toward the satisfaction of the judgment.”).

3 And, given the complex network of trusts and business entities under Schettler’s control,
4 the receiver should be given broad powers to pursue alter ego and fraudulent transfer claims. *See*
5 *Morgan Stanley*, 952 F.3d at 983 (“appointing receivers may be necessary when a judgment
6 debtor is using LLCs or intercorporate transfers to shield assets and income from creditors”—i.e.,
7 a receiver can determine whether a judgment debtor’s corporate “arrangements are a subterfuge
8 for avoiding [his] debt.”); *Otero v. Vito*, 2008 WL 4004979, at *4 (M.D. Ga. 2008) (a receiver is
9 appropriate to “unravel[] the complicated web of entities and transactions woven by [judgment
10 debtor].”).

11 No doubt, Schettler will claim that his business is legitimate. However, it is the very
12 “possibility of legitimate business coexisting with fraudulent schemes” that necessitates a
13 receiver. *See U.S. v. Hoffman*, 560 F. Supp.2d 772, 777 (D. Minn. 2008). A receiver can sort out
14 the legitimate from the fraudulent and thereby ensure legitimate business is left alone and
15 fraudulent schemes are dismantled. Indeed, the receiver will be able to require the disclosure of
16 information from and the performance of actions by third parties that PACWEST could not
17 require (at least, not without much effort and expense).

18 Given how frequently and vigorously Schettler has requested this Court to conduct a
19 hearing regarding the nature of the substantial assets at his disposal (i.e., whether those assets are
20 subject to execution or are instead exempt), he should welcome the opportunity to have a
21 receiver—who is an officer of this Court—to conduct a deep-dive into his personal business and
22 make determinations (or, at least, recommendations to this Court) regarding his assets. If
23 Schettler has no assets subject to execution, as he claims, he has nothing to fear. Yet, PACWEST
24 suspects Schettler will oppose a receiver more forcefully than any prior collection effort.
25 Schettler knows that if an independent and skilled professional receiver is empowered to fully
26 investigate his assets, the receiver will be able to thwart Schettler’s shell game by, for example,
27 directing that commissions earned by Schettler be paid to Schettler, instead of directed to one of
28 his many related but non-judgment debtor entities. Indeed, Schettler will likely oppose this

1 motion with unhinged vigor because he knows that if a receiver is appointed, such may force him
2 (for the first time) to come forward and resolve the judgment with PACWEST. Schettler cannot
3 risk exposing, if not dismantling, his complex scheme to avoid paying creditors. PACWEST will
4 not even be surprised if Schettler again tries to deflect by asking that PACWEST be sanctioned
5 for some reason (any reason). Indeed, Schettler knows that if a receiver is appointed, his
6 stonewalling days are over. So, yes, he will zealously oppose this motion. The very intensity of
7 that anticipated opposition will be an indication of Schettler's fear that a receiver will
8 successfully uncover and apply executable assets in payment of PACWEST's judgment.

9 Accordingly, PACWEST requests the Court enter an Order Appointing Receiver in
10 substantially the form attached hereto as **Ex. 10**.

11 **B. A Receiver is an Officer and Agent of the Court, Not an Extension of PACWEST**

12 A receiver is an officer and agent of the Court. *See U.S. Bank Nat'l Ass'n v. Palmilla*
13 *Dev. Co.*, 131 Nev. 72, 77, 343 P.3d 603, 606 (2015) ("the receiver, for all intents and purposes,
14 acts as a court's proxy"); *Agnes v. Crown Partnership, Inc.*, 113 Nev. 195, 201, 932 P.2d 1067,
15 1071 (1997) ("A receiver appointed by the court acts as an officer of the court."); *State v. Wildes*,
16 34 Nev. 94, 116 P. 595, 597 (1911) ("The receiver is the officer or agent of the court from which
17 he derives his appointment . . ."). And, although someone has to petition the Court for the
18 appointment of a receiver—PACWEST in this instance—"[a] court-appointed receiver . . . is an
19 officer of the court, . . . and not an agent of the party who procured the appointment." *Miller v.*
20 *Noonan*, 930 N.Y.S.2d 394, 396 (N.Y. Sup. Ct. App. Term 2011) (emphasis added).

21 Thus, Schettler is protected because the receiver is an extension of and answers to the
22 Court. Correlatively, Schettler is protected because the receiver is not an agent of nor does the
23 receiver answer to PACWEST.

24 **C. PACWEST Proposes Two Professional Receiver Candidates: (1) Cordes &**
25 **Company, or (2) the Stapleton Group**

26 PACWEST suggests the Court consider and appoint one of two professional corporate
27 receivers over Schettler's Receivership Estate—i.e., Cordes & Co. or the Stapleton Group. Both
28 are very experienced in serving as a court-appointed receiver.

1 If Cordes & Company, it is anticipated that Ms. Bellann Raile will be the supervising
2 principal. A copy of Cordes & Company's CV is attached hereto as **Ex. 11**. As the CV confirms,
3 Cordes & Company is eminently qualified to serve as receiver here. Ms. Raile is a Managing
4 Director overseeing Las Vegas operations. She has been involved in several hundred
5 receiverships. Her hourly rate is \$325.

6 If the Stapleton Group, it is anticipated that Jake Diiorio will be the supervising principal.
7 A copy of the Stapleton Group's CV is attached hereto as **Ex. 12**. This CV confirms that the
8 Stapleton Group is also extremely qualified to serve as receiver here. Mr. Diiorio is a Managing
9 Director and has been involved in several hundred receiverships. His hourly rate is \$345.

10 Either Cordes & Company or the Stapleton Group would be an excellent choice to serve
11 as an extension of this Court providing receivership services. Appointing a receiver provides
12 Schettler with the objective and independent asset determinations that he seeks and, correlatively,
13 provides PACWEST with the honest and reliable information (and, hopefully, payments) that it
14 seeks.

15 IV.

16 CONCLUSION

17 PACWEST is entitled by NRS 32.010(4) to have a receiver appointed over Schettler's
18 assets (1) to aid execution and satisfaction of PACWEST's judgment, or (2) because a writ of
19 execution has been returned unsatisfied, or (3) because Schettler otherwise refuses to apply any of
20 his assets to satisfy (even partially satisfy) PACWEST's judgment. Any one of these reasons
21 justifies appointing the requested receiver.

22 Indeed, a judgment creditor is entitled to the appointment of a receiver in aid of execution
23 over a recalcitrant judgment debtor who refuses to pay a judgment. *E.g., Bjorgen v. Kinsey*, 491
24 N.W.2d 389, 393 (N.D. 1992) ("The evidence establishes a recalcitrant judgment debtor who has
25 secreted and diverted assets to avoid execution. . . . [I]t supports the appointment of a receiver in
26 aid of execution of the judgment."); *Tharp v. Peterson*, 202 F. Supp. 80 (S.D. Tex. 1960) ("The
27 plaintiff is entitled . . . to the appointment of a receiver in the event the defendants fail to pay the
28

1 judgment . . .”). Schettler has demonstrated himself a recalcitrant judgment debtor. (*See also*
2 Order (filed 9/10/20) at Conclusion 8).

3 Finally, the Court should appoint Cordes & Company or the Stapleton Group as the
4 receiver and enter the proposed Order attached hereto as **Ex. 10**.

5 Dated this 11th day of March, 2021.

6

7

LEWIS ROCA ROTHGERBER CHRISTIE LLP

8

By: /s/ Dan R. Waite

9

Dan R. Waite (State Bar No.: 4078)
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169-5996

10

11

Attorneys for Plaintiff
Pacific Western Bank, a California corporation

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I certify that I am an employee of Lewis Roca Rothgerber
3 Christie LLP, and that on this day, I caused a true and correct copy of “***PLAINTIFF’S***
4 ***MOTION FOR APPOINTMENT OF RECEIVER OVER JUDGMENT DEBTOR VINCENT***
5 ***T. SCHETTLER’S ASSETS***” to be E-Filed and Served through the Court’s electronic filing
6 system on the following counsel of record:

7
8 J. Rusty Graf, Esq.
9 BLACK & WADHAMS
10 10777 West Twain Avenue, Suite 300
11 Las Vegas, Nevada 89135
12 *Attorney for Vincent Schettler*

13 Dated this 11th day of March, 2021

14 /s/ Luz Horvath
15 An Employee of Lewis Roca Rothgerber Christie LLP
16
17
18
19
20
21
22
23
24
25
26
27
28

3993 Howard Hughes Parkway, Suite 600
Las Vegas, NV 89169

Lewis Roca
ROTHGERBER CHRISTIE

EXHIBIT 1

1 DISTRICT COURT
2 CLARK COUNTY, NEVADA
3
4 PACIFIC WESTERN BANK, a)
California corporation,)
5)
Plaintiff,)
6)
vs.) CASE NO. A-14-710645-F
7) DEPT. NO.: XVI
JOHN A. RITTER, an)
8 individual; DARREN D. BADGER,)
an individual; VINCENT T.)
9 SCHETTLER, an individual; and)
DOES 1 through 50,)
10)
Defendants.)
11 _____)
12
13
14
15
16
17 JUDGMENT DEBTOR EXAMINATION OF VINCENT T. SCHETTLER
18 Las Vegas, Nevada
19 Tuesday, July 30, 2019
20
21
22
23
24 REPORTED BY: PEGGY S. ELIAS, RPR
Nevada CCR No. 274 - California CSR No. 8671
25 JOB NO. 558703

1 Judgment debtor examination of VINCENT T.
2 SCHETTLER taken at Lewis Roca Rothgerber Christie, LLP,
3 3993 Howard Hughes Parkway, Suite 600, Las Vegas,
4 Nevada, on Tuesday, July 30, 2019, at 9:08 a.m., before
5 Peggy S. Elias, Certified Court Reporter in and for the
6 State of Nevada.

7

8

APPEARANCES OF COUNSEL

9

For Plaintiff:

10

DAN R. WAITE, ESQ.
Lewis Roca Rothgerber Christie, LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
702.949.8200
702.949.8398 Fax
DWaite@lrrc.com

14

15 For Defendant Vincent T. Schettler:

16

TIMOTHY S. CORY, ESQ.
Cory Reade Dows & Shafer
1333 North Buffalo Drive, Suite 210
Las Vegas, Nevada 89128
702.794.4411
702.794.4421 Fax
tcory@crdslaw.com

20

21

22

23

24

25

1 INDEX OF EXAMINATION

2 WITNESS: VINCENT T. SCHETTLER

3 EXAMINATION

PAGE

4 By Mr. Waite

4

5

6 INDEX TO EXHIBITS

7 EXHIBIT DESCRIPTION PAGE

8 Exhibit 1 Order for Examination of Judgment Debtor Vincent T. Schettler 35

9

10 Exhibit 2 Defendant Vincent T. Schettler's Responses to Plaintiff Pacific Western Bank's Document Requests 38

11

12 Exhibit 3 Chart - Vincent Schettler Amex Statements 54

13 Exhibit 4 Chart - Schettler Entities 207

14 Exhibit 5 Operating Agreement of Mosaic Land Fund, LLC 210

15

16 Exhibit 6 Operating Agreement of Mosaic Land Fund Two, LLC 225

17 Exhibit 7 Operating Agreement of Mosaic Land 1, LLC 232

18

19 Exhibit 8 Operating Agreement of Vision Commercial One, LLC 243

20 Exhibit 9 Operating Agreement of Vincent T. Schettler, LLC 255

21

22

23

24

25

1 those other two; so...

2 Q. And there has been -- as you're probably
3 aware, there's been a settlement with one, and,
4 actually, Mr. Cory informs me that there might be a
5 settlement or some bankruptcy payments coming with one
6 of the others.

7 So what do you understand -- what is your
8 understanding of the amount of the judgment that you
9 owe today, approximately?

10 A. Don't know.

11 Q. Okay.

12 A. I don't think we've actually gotten an answer
13 because I think we've asked the -- John Ritter's
14 bankruptcy what they've gotten and received. So we
15 don't even know what the real balance is, to be honest
16 with you.

17 Q. Do you understand that, in any event, to be
18 in excess of a million dollars?

19 A. I wouldn't know.

20 Q. Let me go back. You gave two reasons why you
21 haven't paid the judgment today. The first one was
22 economically.

23 Could you expound on what you meant by that.

24 A. As I sit here as Vince Schettler, I don't
25 really have any assets to my name, and I don't really

1 have anything that -- readily available to give to the
2 creditor.

3 Q. Now, you say as you sit here as Vince
4 Schettler, you have no assets.

5 Is that because your assets are all in
6 various trusts?

7 A. I wouldn't say my assets are in trusts, but
8 there are trusts that I'm a beneficiary of, yes.

9 Q. You're obviously surviving from day to day,
10 however.

11 A. Yes.

12 Q. How is it that you survive from day to day?

13 A. Help of family and my wife and trusts that
14 were set up years and years ago.

15 Q. What family assists you?

16 A. My wife.

17 Q. Any others? Anyone else?

18 A. No.

19 Q. You said your family and your wife. I assume
20 that's different. I mean, your wife is obviously part
21 of your family.

22 A. Yeah.

23 Q. But when you refer to your family assisting
24 you to help you --

25 A. Just in general, my family. My kids work for

1 on the judgment, about 1.6, plus interest?

2 MR. WAITE: Well, the -- let's go off the
3 record for a minute.

4 MR. CORY: Okay.

5 (Discussion off the record.)

6 BY MR. WAITE:

7 Q. So, Mr. Schettler, back on the record, and I
8 apologize. I'm going to back up because I just, very
9 candidly, forget what your answer was to my last
10 question, and that is do you intend to pay the
11 judgment.

12 A. I would like to get the judgment behind me.
13 It depends what the actual judgment amount is. I can't
14 afford to pay much towards it, but it really depends on
15 what the ultimate number is.

16 If the contention by Pacific Western Bank is
17 that I have to pay whatever amount that you just
18 mentioned, the 1 point -- there's zero chance I could
19 pay that, but if it's a number that I can pay over a
20 period of time that's much smaller and where, you know,
21 my earnings don't go out the door to a creditor, then
22 I'd be more than happy to entertain payment.

23 Q. I want to ask you a few questions about the
24 home that you're in. You said you've lived there for a
25 couple months. This is the Tournament Canyon home.

1 A. Yes.

2 Q. All right. You purchased that home actually
3 about a month -- early part of June; is that correct?

4 A. Sounds about right.

5 Q. So not quite two months ago?

6 A. Uh-huh.

7 Q. What was the purchase price of that home?

8 A. A million nine fifty, I believe. A million
9 nine ninety-five. Somewhere in the million nine to
10 two million range.

11 Q. How much was put down on that home?

12 A. A hundred and -- a hundred and some thousand.

13 Q. Are you sure it was only that much?

14 A. Yes.

15 Q. Where did the hundred and some odd thousand
16 down come from?

17 A. The Schettler Family Trust is the owner of
18 that house, and it came up with the money.

19 Q. It came up with the money?

20 A. Yeah. The Schettler Family Trust is the
21 purchaser of the home.

22 Q. One of the things I noticed in the documents
23 that you provided -- and we'll get to some of those
24 here in a little bit, and thank you for providing
25 those -- the various trust documents that were

1 Q. And that's an LLC?

2 A. Yes.

3 Q. Is that an LLC that you manage? You're the
4 manager of?

5 A. Through other LLCs, yeah. Ultimately,
6 trusteeships, and I am a manager of it.

7 Q. What are the monthly payments on your current
8 home?

9 A. There's only been one of them made so far, I
10 believe, and it's --

11 Q. What are they going to be?

12 A. I honestly don't know, but I can get you the
13 information on that. I don't know, as we sit here.

14 Q. Does between eight and nine thousand
15 dollars --

16 A. Sounds about right. Maybe ten.

17 Q. You said one payment has been made so far?

18 A. Yes.

19 Q. Who made that payment?

20 A. The Schettler Family Trust.

21 Q. Is the Schettler Family Trust going to make
22 the payments going forward?

23 A. Yes.

24 Q. All right. So do you anticipate that
25 ND Holdings will continue to provide funds to the

1 reimbursements.

2 Everything gets dumped into -- I believe it's
3 a Schettler Family Trust account, and sometimes my wife
4 makes the payment, and then it all gets sent over to
5 Amex in one payment just to make it easier.

6 Q. The payment to Amex, an online payment -- and
7 I'll represent to you that every single month -- every
8 single month of these statements you sent --

9 A. Yes.

10 Q. -- there was a payment. Most months there
11 was one payment.

12 A. Correct.

13 Q. And every month there was an online payment.

14 A. Correct.

15 Q. So my question is: Online payment from whose
16 account, from whose money?

17 A. I believe I said either the Schettler Family
18 Trust in most cases; occasionally, my wife will make a
19 payment.

20 Q. Your wife will make a payment from?

21 A. From her account to pay the bill.

22 Q. What account does she have?

23 A. I don't know what her -- I don't know, as we
24 sit here, what her account is, but she has a bank
25 account.

1 Q. She has a bank account.

2 You don't have a bank account; is that
3 correct?

4 A. I do not, no.

5 Q. But she has a bank account that's in her
6 name?

7 A. Correct.

8 They usually get paid through the Schettler
9 Family Trust. The 5,000 is throwing me off. Sometimes
10 if a client owes money, they may transfer money
11 directly to an online payment from a company directly.
12 That may have been what happened there, but, typically,
13 we make one payment.

14 Q. As it relates to this Amex account, is it you
15 that would make the payments?

16 A. (Witness shakes head.)

17 Q. Your wife would make the payments?

18 A. The Schettler Family Trust makes the
19 payments, much of which --

20 Q. I'm sorry. Let me back up for a moment.
21 I've kind of shifted from where the money comes from to
22 who actually -- there is no check that's being cut but
23 who actually initiates the payment.

24 A. The payment will typically, if not every
25 time, will come from the Schettler Family Trust to make

1 Q. And that would be -- I think there was a
2 couple of different charges.

3 That would be the same --

4 A. Yeah. That would be four pairs of shoes.

5 Q. What is charges -- several charges show up,
6 JetSuiteX, Inc.

7 A. That's -- it's an airline that flies from
8 here to Burbank. It's cheaper than Southwest Air.

9 Q. It doesn't seem like it.

10 Is it a private jet service?

11 A. It just depends how many people there are.
12 How many -- what was the price?

13 Q. This is on April 22nd, which is VTS4925.
14 Right here, 420 -- \$468.

15 A. Yeah. If I would have flown Southwest, it
16 would have been \$524.

17 Q. Explain that to me because my experience with
18 Southwest is different.

19 A. Well, when you go last minute on Southwest --
20 I can pull it up, but from here to Burbank is 258 to
21 266 dollars a ticket, and JetSuiteX was 400 and some
22 dollars.

23 Q. So this is a private jet service?

24 A. No, it's not private. It's a carrier. It's
25 a brand-new carrier service. They're small planes, but

1 it's not private.

2 Q. So it's like Jet Blue or something like that
3 or --

4 A. They're like 30-seat planes.

5 Q. Where do they fly out of?

6 A. They fly out of the Atlantic terminal now.
7 They used to fly out of a little warehouse off of Reno,
8 and they fly into Burbank. They have their own little
9 hangars, but it's not private. JetSuiteX.com, if you
10 look it up online, you'll see that it's an actual
11 commercial carrier.

12 Q. Okay.

13 A. You should use it if you go down there.

14 Q. Who's James Phipps?

15 A. A personal trainer.

16 Q. For you?

17 A. My wife.

18 Q. For your wife?

19 A. Yeah. He did me for a bit, but he did my
20 wife, too.

21 Q. So any time there would be a James Phipps,
22 that would be a payment for personal training?

23 A. Yes, session.

24 Q. Is your testimony that every time there's a
25 JetSuiteX charge, that it was cheaper to use them than

1 specifically, May 27, 2018, there's several charges to
2 a Fairmont Hotel in Scottsdale, Arizona.

3 Did you all --

4 A. Yeah. We went down to -- one of my nieces
5 graduated high school.

6 Q. And was that you and your boys went down to
7 that?

8 A. Yeah, me and my wife and my boys.

9 Q. That would be a personal expense?

10 A. Yes.

11 Q. What is Poo Snatchers?

12 A. A dog scooper.

13 Q. Is that a monthly service for --

14 A. They come over and pick up your dog poop and
15 take it away.

16 Q. Let me finish, again.

17 A. I'm sorry.

18 Q. I'm sorry. You were going to say something?

19 So it looks to me -- well, let me show you
20 this because this is just kind of odd to me.

21 A. That's another hidden gem you'll thank me
22 later for if you have dogs.

23 Q. Going to 4950, I see here, for example, five
24 different payments, four of which are for \$95 and
25 another for \$131.

1 Can you explain to me what's going on there.

2 Explain what the service is but why five different
3 charges all for the same day.

4 A. Coinciding with my wife's absence. She
5 handles our payments. I think that's catching up five
6 months of nonpayment of dog poop picker upper.

7 Q. All right. So they aren't for five different
8 services at five different properties?

9 A. No. One property. It's -- you want to know
10 the detail?

11 Q. What kind of dog do you have?

12 A. Back then we had big golden retrievers, you
13 know.

14 Q. One?

15 A. We had two, and then we had one, and now we
16 have none.

17 Q. All right. Just so that I know, they're
18 dogs --

19 A. Yeah. We have two little dogs.

20 Q. Just so I know, there's -- understand.

21 You had a -- every time there was a Poo
22 Snatchers invoice, this was for pet waste removal?

23 A. Yeah. It's a monthly service.

24 Q. Monthly service.

25 A. They come out every week just like your pool

1 A. Yes.

2 Q. Did you buy \$828.92 worth of tickets for some
3 event --

4 A. Yes.

5 Q. -- on StubHub?

6 What took you to Notre Dame?

7 A. Football.

8 Q. So that would have been a football game?

9 A. Yes.

10 Q. All right. Was it just you that went?

11 A. I believe that was just me.

12 Q. September -- early September 2018, Priceline,
13 there's a Connecticut charge, address, \$1,191.92; but
14 in that same time period, there's also some Orbitz
15 charges, it looks like, both of them to you.

16 Do you know what those time frame --

17 A. Yeah. Probably the hotel in South Bend,
18 Indiana, and also the airline tickets.

19 Q. One of them -- one of the hotel charges --
20 one of the Orbitz charges looks for a Hyatt Regency
21 La Jolla.

22 Was that a different -- must have been a
23 different trip?

24 A. Wait. What month was that, then?

25 Q. September 7th, 2018.

1 Q. Did you make a trip to Pittsburgh, you and
2 your family, in October-ish of 2018?

3 A. I'm going to say yes.

4 Q. What was that for?

5 A. Probably a football game. Steelers fans.
6 We're Steelers fans. I took my dad to a Steelers game.
7 That's where he's from.

8 Q. In fact, on November 5th of 2018, as
9 reflected on VTS5010, there's a charge for \$1800 and
10 change to StubHub.

11 Was that for football -- Steelers tickets?

12 A. Yeah, tickets to the Steelers game.

13 (Reporter interrupted.)

14 THE WITNESS: Sorry about that.

15 Yes, tickets to the Steelers game.

16 BY MR. WAITE:

17 Q. For you and your father.

18 Anyone else?

19 A. My dad and my two boys.

20 Q. So those are in excess of 400-dollar-a-piece
21 tickets?

22 A. Yeah, 450 maybe and change.

23 Q. Probably 450 with some service charges?

24 A. Yeah. Including service charges, yeah.

25 Q. And I'm sorry. You said you were a fan.

1 But was there some special occasion that this
2 was acknowledging or celebrating?

3 A. We try to go to a game every year. At least
4 my one son and I do. And my dad hadn't been back to
5 Pittsburgh for many years, and he's getting up there in
6 age; so I wanted to take him and his grandkids to a
7 Steelers game.

8 Q. More DraftKing charges.

9 Those are all just related to the same
10 fantasy football --

11 A. Yes.

12 Q. -- expenditures?

13 The StubHub charge we were just looking at or
14 I was just asking you about was November 5th,
15 \$1,841.35. A little more than two weeks later, on
16 November 22nd, 2018, there's an additional \$446.12 to
17 StubHub.

18 Did you go --

19 A. Probably USC/Notre Dame game down in
20 California.

21 Q. Did you graduate -- no, you didn't graduate
22 from Notre Dame.

23 A. No, no. Just a fan.

24 Q. A rental car in Virginia Beach, Virginia, in
25 November.

1 A. Yes, frequently.

2 Q. Frequently you go back there?

3 A. (Witness nods head.)

4 Q. What is -- what was --

5 A. It's where my wife's parents, in-laws,
6 sister. Everybody lives there.

7 Q. Just as a further example of what we were
8 talking about a moment ago, 5021, it looks like on
9 December 11th, \$777.83 at Target.

10 Do you have any idea what that's for?

11 A. (Witness shakes head.)

12 Q. "No"?

13 A. No.

14 Q. Two entries later, on December 12th, there is
15 a \$662.45 charge to Black Knight, sports arena.

16 Do you know what that's for?

17 A. How much?

18 Q. \$662 and --

19 A. Yeah. That was for a kid with cancer. I
20 sponsored his family in a Christmas gift exchange for a
21 charity called Candlelighters. So I went to -- he was
22 a Knights fan; so I went and bought him a bunch of
23 Knight's gear and stuff for Christmas.

24 Q. And I believe I misspoke a moment ago when I
25 was asking you about the Target charge. I think I said

1 that it was on your wife's charge, but this was on your
2 card.

3 Knowing that, that you --

4 A. Knowing that, that specific Target charge is
5 for the same family, sponsoring them for Christmas.

6 Q. So you spent over \$1400 --

7 A. Yes, sir.

8 Q. -- sponsoring this youth?

9 A. Yeah. Maybe more. And his family.

10 Q. There's a 1281-dollar charge -- \$1,281.05
11 to -- in Las Vegas, Brasil Steakhouse, on
12 December 22nd.

13 Did you have some big --

14 A. Christmas party for my work, my office.

15 Q. You'll see that charge right here, but I'll
16 direct your attention to after that. There's a whole
17 slew of charges that -- Coach, Inc., Tory Burch women's
18 clothing, House of Samsonite, Lululemon, a whole bunch
19 of charges here that ends down with this TruFusion
20 Summerlin.

21 A. Uh-huh.

22 Q. Is that Christmas shopping?

23 A. Yes.

24 Q. And this is still on your card. There's a --
25 on the 24th of December, Target, for \$541.

1 A. Yes.

2 Q. Who paid for the preparation of the returns?

3 A. I -- for my personal return?

4 Q. Yes.

5 A. Probably myself through the Schettler Family

6 Trust. You know, they pay a lot of our bills; so...

7 We file jointly; so it's natural to pay our bills

8 through the Schettler Family Trust.

9 Q. That particular year you declared jointly W-2
10 wages of \$102,170. I didn't see a W-2 for that.

11 Do you have a W-2?

12 A. I'm sure there's probably -- if there's not
13 one on the schedule, I don't know that we attached the
14 W-2 to the tax return, but it's probably in the
15 schedule somewhere referenced.

16 Q. Would you locate that and provide it, the W-2
17 for 2016?

18 A. Sure.

19 Q. What is that W-2 going to show? Where did
20 you receive wages in the amount of \$102,170 that year?

21 A. I don't know.

22 Q. In 2016 you ended up paying no taxes,
23 correct?

24 A. I don't know the answer to that, either.

25 It's kind of a general question. We pay franchise tax

1 car. I got a hundred thousand dollars worth of income
2 and very little monthly payments on -- or debt. You
3 know, apparently, I qualify.

4 Q. The monthly payments on that vehicle, at
5 least when they were originally financed, were
6 projected to be \$1,556.92.

7 Is that still the monthly payment?

8 A. Yes.

9 Q. And how is it that you make that monthly
10 payment?

11 A. The same way we make our utility bills,
12 through the Schettler Family Trust, on a monthly basis
13 pays our family expenses.

14 Q. So this one seems to be a little different
15 than what we've seen before. For example, if I'm
16 remembering correctly -- and I believe that I am --

17 A. If I can maybe --

18 Q. Please.

19 A. -- retract that statement. Because I'm not
20 actually sure if it's that or the business that runs --
21 that would run if it's a -- used as a business expense.
22 I might actually make it through the real estate
23 company. Now that I think about it, more than likely,
24 it is not paid from the Schettler Family Trust. It's
25 probably paid from our real estate company.

1 Who pays the premiums on that policy?

2 A. I think my wife does.

3 Q. Through proceeds from her separate trusts
4 and --

5 A. I believe she pays for -- there may be some
6 payments that are made, from time to time, from the
7 Schettler Family Trust, but I think, you know, she's
8 the beneficiary of it; so I believe that she may pay
9 those.

10 Q. My question was probably poorly worded. Just
11 to make a distinction, I'm not asking, in the old days,
12 who writes the check, but where does the money come
13 from.

14 In other words, what is the source of the
15 payments for the premiums for that life insurance
16 policy on your life?

17 A. I think -- well, it's to her benefit; so to
18 keep it around, she pays it, and she's got her own
19 money; so... But if the Schettler Family Trust pays
20 for it, it pays from the same money that -- all the
21 other questions you asked me about.

22 Q. Now, a question that frequently gets asked in
23 the first five or ten minutes of an examination like
24 this.

25 Are you employed?

1 A. Self-employed.

2 Q. Who is your -- who do you consider to be your
3 employer?

4 A. Vincent T. Schettler, LLC, which is a member
5 of a new real estate company that was set up, Mosaic
6 Commercial Advisors.

7 Q. Do you get a W-2 from Vincent T. Schettler,
8 LLC?

9 A. Yes.

10 Q. How long have you been with that employer?

11 A. Since its inception.

12 Q. Which was how long ago or when?

13 A. Early 2000s.

14 Q. What is your title with Vincent T. Schettler,
15 LLC?

16 A. I believe I am personally the manager of it.

17 Q. Do you have some sort of employment title?

18 Are you CEO? Are you --

19 A. I'm not really big on titles but manager, I
20 think, is -- whatever the Secretary of State says.

21 Q. Do you consider that you go to work every day
22 for Vincent T. Schettler, LLC?

23 A. Yeah, it and its clients and my real estate.
24 I mean, I'm a real estate guy; so...

25 Q. So is there an office you go to to go to

1 work?

2 A. Yeah. The previous address, the 10091 Park
3 Run address.

4 Q. And how often are you paid?

5 A. Pretty infrequently. Very infrequently.

6 Q. Why?

7 A. I want to make sure that the employees are
8 paid, first and foremost, and that there's money in the
9 account to keep the operation open; so I put myself on
10 the back burner and just keep the operation going.

11 Q. So you are a member of Vincent T. Schettler,
12 LLC, I assume; is that correct?

13 A. I'm not. Not personally a member, no.

14 Q. You're not? You're not an owner of
15 Vincent T. Schettler, LLC?

16 A. I believe the Schettler Family Trust is an
17 owner of it. One of the owners.

18 Q. Okay.

19 A. So not the sole owner, but it's one of the
20 owners.

21 Q. All right. But you personally are not an
22 owner of that company?

23 A. No.

24 Q. Is that correct?

25 A. Yeah, no. Sorry.

1 When the downturn happened, you know, the
2 trusts and everything came in to kind of buoy me
3 through the downturn. I backed off salary, you know,
4 and it was in the best interest of the Schettler Family
5 Trust and the other members and me, and so I -- and
6 it's kind of continued on that way, and it's just not
7 above water yet; so I don't take salary as...

8 **Q. Does the Schettler Family Trust own a**
9 **95 percent interest in Vincent T. Schettler, LLC?**

10 A. I'm not sure if it -- it sounds right. It
11 may not be a 95 percent owner, but Vision Commercial
12 One may be an owner, as well, or I may have those
13 flip-flopped, and Vincent T. Schettler, LLC, may be an
14 owner in Vision Commercial One.

15 **Q. Does Ms. Montalto own a 5 percent interest**
16 **in --**

17 A. Yes.

18 **Q. So who determines when Vincent T. Schettler,**
19 **the individual, who's an employee and manager of**
20 **Vincent T. Schettler, LLC, gets a paycheck?**

21 A. You know, basically, me. You know, if money
22 is available. You know, I'm probably owed more than,
23 you know, I've put in, but, you know, it would be my
24 decision at that level to take a payment, you know.

25 **Q. And, in fact -- I think we looked previously**

1 personally, and I had to rely and lean on the Schettler
2 Family Trust to keep my payroll going and to keep Nicol
3 and the operations going.

4 So I restructured and basically gave up the
5 right that I had to the LLC and -- in lieu of bringing
6 capital from the Schettler Family Trust and made it the
7 member.

8 Q. Are the members today of the Vincent T.
9 Schettler, LLC, the Schettler Family Trust and Nicol
10 Montalto?

11 A. Yes.

12 Q. And that same 95 percent for the trust and
13 5 percent for Ms. Montalto?

14 A. Yes.

15 Q. Regarding these various Mosaic entities that
16 are on Exhibit 4, do any of them file tax returns?

17 A. They all have their own separate set of
18 books, file their own tax returns, managed separately.
19 They're all individual entities that are different from
20 one another.

21 Q. I will note and represent to you that Mosaic
22 Land Fund Two, LLC, was formed on November 21st, 2014,
23 which was less than two months after my client received
24 its judgment in California.

25 A. Can you repeat that.

1 or dues?

2 A. The Real Estate Division.

3 MR. CORY: For recreation?

4 MR. WAITE: Yes.

5 THE WITNESS: No.

6 BY MR. WAITE:

7 Q. The home that you live in that's titled in
8 the trust name, do you pay rent of any sort?

9 A. Yes.

10 Well, we pay the mortgage to the lender.

11 Q. You personally pay the mortgage?

12 A. The Schettler Family Trust -- oh, me, no.

13 Q. Let's back up. Let's reset that.

14 Do you pay any rent where you live?

15 A. No.

16 Q. Vincent Schettler.

17 A. No.

18 Q. Is there any kind of agreement between you
19 and the Schettler Family Trust that owns that property?

20 A. Huh-uh, no.

21 Q. I know it probably will be perceived as maybe
22 a silly question.

23 But is there a reason why Vincent T.
24 Schettler and Mrs. Schettler don't have some kind of
25 written agreement with the owner of the property?

1 A. No.

2 Q. Have you made any charitable donations in the
3 past six months?

4 A. If I did, they were on the credit card, and
5 they would have been paid through the Schettler Family
6 Trust. I have a foundation that I funded years ago.

7 Q. That was really my question.

8 What is the Schettler Family Foundation?

9 A. That is the foundation that I set up 15 years
10 ago or thereabouts to donate money to needy kids and
11 women that need help.

12 Q. And has the -- does the Schettler Family
13 Foundation currently have any assets or holdings?

14 A. It does.

15 Q. How much?

16 A. It's probably got somewhere between 150 to
17 200 hundred thousand dollars in it. It was funded 15
18 years ago; so -- I haven't contributed anything to it
19 since then.

20 Q. Where did the 150 to 200 hundred thousand
21 dollars come from? Did that come from you and your
22 wife?

23 A. It would have been probably payments from me
24 personally back in the day. There may have been some
25 from the Schettler Family Trust years ago, and I

1 donated -- or I should say there was a piece of land
2 donated into it. I can't remember the ownership that
3 contributed it, but -- it may have been me personally
4 into the land, and the land liquidated years ago, and
5 that's where the cash came from.

6 Q. What land was that?

7 A. It was a piece of land up on Sunrise Mountain
8 that it had title itself to it. It wasn't -- the
9 Schettler Family Trust was the actual owner of the
10 land. The transfer probably happened 13, 14 years ago,
11 somewhere thereabouts, and then it liquidated maybe
12 five or six years ago.

13 Q. What moneys have you personally received in,
14 say, the last 60 days?

15 A. Just some sprinkling of cash from my wife
16 or -- not any -- I mean, I usually go by credit cards.

17 Q. If you were to estimate the amount of cash
18 you've received from your wife in that 60-day period,
19 what would it be?

20 A. Maybe a thousand dollars total. 500 to a
21 thousand.

22 Q. What are your payment terms with Mr. Cory's
23 firm?

24 A. Oh, I pay as -- pay as you go.

25 Q. Who pays for the services that he renders on

1 your behalf in this case?

2 A. More than likely, the Schettler Family Trust.
3 With -- all the rest of the bills go through the
4 Schettler Family Trust typically, nonbusiness related.

5 Q. Well, is there anything other than this
6 action that Mr. Cory's firm -- you've retained him for,
7 his firm for?

8 A. (To Mr. Cory) Do you do anything else for me?
9 No, this is it.

10 Q. So as it relates to services that he and his
11 firm provide to you in this matter -- you know, I could
12 ask him. He probably wouldn't know. I don't know
13 myself.

14 But when his law firm gets paid, he gets a
15 check or a wire transfer from who?

16 A. More than likely, the Schettler Family Trust.

17 MR. WAITE: Let's take a short break. Let me
18 check my notes. We may be very close to being done.

19 THE WITNESS: Okay.

20 (Recess taken from 5:28 p.m. to 5:35 p.m.)

21 MR. WAITE: Let's go back on the record and
22 finish up here.

23 Tim, to finish our conversation, there may
24 be -- I may need to get back to you on some things.
25 I'll use this as an example. Some of these documents,

1 CERTIFICATE OF REPORTER

2 STATE OF NEVADA)
3) ss:
4 COUNTY OF CLARK)

5 I, Peggy S. Elias, a Certified Court Reporter
6 licensed by the State of Nevada, do hereby certify:
7 That I reported the judgment debtor examination of
8 VINCENT T. SCHETTLER on July 30, 2019, at 9:08 a.m.

9 That prior to being deposed, the witness was
10 duly sworn by me to testify to the truth. That I
11 thereafter transcribed my said stenographic notes via
12 computer-aided transcription into written form, and
13 that the typewritten transcript is a complete, true and
14 accurate transcription of my said stenographic notes;
15 that review of the transcript was requested.

16 I further certify that I am not a relative,
17 employee or independent contractor of counsel or of any
18 of the parties involved in the proceeding; nor a person
19 financially interested in the proceeding; nor do I have
20 any other relationship that may reasonably cause my
21 impartiality to be questioned.

22 IN WITNESS WHEREOF, I have set my hand in my
23 office in the County of Clark, State of Nevada, this
24 10th day of August, 2019.

25 

PEGGY S. ELIAS, RPR, CCR NO. 274

EXHIBIT 2

**NEVADA "COMMERCIALLY REASONABLE MEANS OR MECHANISM"
WORKSHEET**

Borrower: **VINCE SCHETTLER**
Kelly Schettler

Date: July 2, 2019

Loan Number: [REDACTED] 0901

Property Address: [REDACTED] TOURNAMENT CANYON DR
LAS VEGAS, NV 89144

Lender/Broker: Impac Mortgage Corp.

Loan Originator: Aaron Michael Gordon

NMLS #: 128231

License #: 61808
NMLS #: 567060

To the Borrower: Commencing October 1, 2007 Nevada Revised Statute 598D.100 requires the mortgage broker or mortgage banker named below to use any "commercially reasonable means or mechanism" to verify that you have the ability to repay the home loan for which you are applying. There is no requirement that you enter into any proposed loan transaction even though you may have submitted an application to the broker/banker. Be sure that all of the terms set forth below are accurate and that you agree to them.

To be completed by Borrower (complete as applicable):

The purpose of this loan is to _____ purchase a home or ☒ refinance a current home loan.

The loan is a _____ fixed rate or ☒ adjustable interest rate loan.

My monthly pre-tax income is \$ 77,231.00. I ☒ have or _____ have not submitted pay stubs or tax returns to the mortgage broker/banker as proof of this income.

The mortgage broker/mortgage banker has discussed with me:

☒ My overall economic situation

☒ My employment, including length of time on job and prospects for its continuation in the future

☒ My credit history and credit score

☒ My current sources and amounts of income and assets, and the likelihood of any of these items changing [up or down] in the reasonably foreseeable future

☒ The information required on my loan application

☒ That if I have applied for an adjustable rate loan, the interest rate may increase and my monthly payments may go up substantially on and after the first change date

☒ Other: List some stuff



LOAN #: 0901

I certify under penalty of perjury that I have the financial ability to repay the loan I have applied for. I have carefully reviewed any and all interest rate loan disclosures that have been provided to me, and agree that even if the interest rate on my adjustable rate loan increases and my monthly payments increase as a result, I can still afford to repay the loan.

Vince Schettler
VINCE SCETTLE

7/13/2019 | 13:06:31 PDT
DATE

Kelly Schettler
KELLY SCETTLE

7/17/2019 | 09:32:28 PDT
DATE

To be completed by mortgage broker/mortgage banker:

This is a:

- _____ Full document loan
_____ Low document loan
_____ No document loan
_____ Stated income loan

☒ Other (describe) bank statements

I have verified the Income amount provided by the Borrower by:

- _____ Salary.com
_____ U.S. Department of Labor
_____ Other: specify [i.e. VOE, pay stubs] _____

I have also discussed with the Borrower the items s/he has checked above, and have given him/her a completed copy of this worksheet.

I certify under penalty of perjury that the above is true and correct.

Name of Mortgage Broker/Banker: Impact Mortgage Corp.

License Number: _____

By: _____

Date



EXHIBIT 3

BORROWER'S CERTIFICATION & AUTHORIZATION**Certification**

The undersigned certify the following:

1. I/We have applied for a mortgage loan from **Impac Mortgage Corp.**

("Lender").

In applying for the loan, I/we completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information.

2. I/We understand and agree that Lender reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the Financial Institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a mortgage loan from Lender. As part of the application process, Lender and the mortgage guaranty insurer (if any) may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to Lender and to any investor to whom Lender may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
3. Lender or any investor that purchases the mortgage or the mortgage guaranty insurer (if any) may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to Lender, the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) is appreciated.
6. Mortgage guaranty insurer (if any):

VA and FHA Loans

This is notice to you as required by the Right to Financial Privacy Act of 1978 that:

N/A Department of Veterans Affairs (VA)

N/A Department of Housing and Urban Development

has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the agency indicated above without further notice or authorization, but will not be disclosed or released to another Government Agency or Department without your consent except as required or permitted by law. Prior to the time that your financial records are disclosed, you may revoke this authorization at any time; however, your refusal to provide the information may cause your application to be delayed or rejected. If you believe that your financial records have been disclosed improperly, you may have legal rights under the Right to Financial Privacy Act of 1978.

DocuSigned by:
Vince Schettler
VINCE SCHETTLER

7/13/2019 | 13:06:31 PDT

DATE

DocuSigned by:
Kelly Schettler
KELLY SCHETTLER

7/17/2019 | 09:32:28 PDT

DATE



BORROWER'S CERTIFICATION & AUTHORIZATION**Certification**

The undersigned certify the following:

1. I/We have applied for a mortgage loan from **Impac Mortgage Corp.**

("Lender").

In applying for the loan, I/we completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information.

2. I/We understand and agree that Lender reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the Financial Institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a mortgage loan from Lender. As part of the application process, Lender and the mortgage guaranty insurer (if any) may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to Lender and to any investor to whom Lender may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
3. Lender or any investor that purchases the mortgage or the mortgage guaranty insurer (if any) may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to Lender, the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) is appreciated.
6. Mortgage guaranty insurer (if any):

VA and FHA Loans

This is notice to you as required by the Right to Financial Privacy Act of 1978 that:

N/A Department of Veterans Affairs (VA)

N/A Department of Housing and Urban Development

has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the agency indicated above without further notice or authorization, but will not be disclosed or released to another Government Agency or Department without your consent except as required or permitted by law. Prior to the time that your financial records are disclosed, you may revoke this authorization at any time; however, your refusal to provide the information may cause your application to be delayed or rejected. If you believe that your financial records have been disclosed improperly, you may have legal rights under the Right to Financial Privacy Act of 1978.

DocuSigned by:
Vince Schettler
VINCE SCHETTLER

7/17/2019 | 14:09:14 PDT

DATE

DocuSigned by:
Kelly Schettler
KELLY SCHETTLER

7/17/2019 | 09:36:48 PDT

DATE



BORROWER'S CERTIFICATION & AUTHORIZATION**Certification**

The undersigned certify the following:

1. I/We have applied for a mortgage loan from **Impac Mortgage Corp.**

("Lender").

In applying for the loan, I/we completed a loan application containing various information on the purpose of the loan, the amount and source of the down payment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information.

2. I/We understand and agree that Lender reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the Financial Institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a mortgage loan from Lender. As part of the application process, Lender and the mortgage guaranty insurer (if any) may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to Lender and to any investor to whom Lender may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
3. Lender or any investor that purchases the mortgage or the mortgage guaranty insurer (if any) may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to Lender, the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) is appreciated.
6. Mortgage guaranty insurer (if any):

VA, FHA and USDA Loans

This is notice to you as required by the Right to Financial Privacy Act of 1978 that:

N/A Department of Veterans Affairs (VA)
N/A Department of Housing and Urban Development
N/A Department of Agriculture (USDA)

has a right of access to financial records held by a financial institution in connection with the consideration or administration of assistance to you. Financial records involving your transaction will be available to the agency indicated above without further notice or authorization, but will not be disclosed or released to another Government Agency or Department without your consent except as required or permitted by law. You are authorizing such disclosure for a period of time not in excess of three months. Prior to the time that your financial records are disclosed, you may revoke this authorization at any time; however, your refusal to provide the information may cause your application to be delayed or rejected. If you believe that your financial records have been disclosed improperly, you may have legal rights under the Right to Financial Privacy Act of 1978 (12 U.S.C. Sections 3401 et seq.).

VINCENT T SCHETTLER

DATE

KELLY E SCHETTLER

DATE



EXHIBIT 4

MORTGAGE FRAUD IS INVESTIGATED BY THE FBI



Mortgage Fraud is investigated by the Federal Bureau of Investigation and is punishable by up to 30 years in federal prison or \$1,000,000 fine, or both. It is illegal for a person to make any false statement regarding income, assets, debt, or matters of identification, or to willfully overvalue any land or property, in a loan and credit application for the purpose of influencing in any way the action of a financial institution.

Some of the applicable Federal criminal statutes which may be charged in connection with Mortgage Fraud include:

- 18 U.S.C. § 1001 - Statements or entries generally
- 18 U.S.C. § 1010 - HUD and Federal Housing Administration Transactions
- 18 U.S.C. § 1014 - Loan and credit applications generally
- 18 U.S.C. § 1028 - Fraud and related activity in connection with identification documents
- 18 U.S.C. § 1341 - Frauds and swindles by Mail
- 18 U.S.C. § 1342 - Fictitious name or address
- 18 U.S.C. § 1343 - Fraud by wire
- 18 U.S.C. § 1344 - Bank Fraud
- 42 U.S.C. § 408(a) - False Social Security Number

Unauthorized use of the FBI seal, name, and initials is subject to prosecution under Sections 701, 709, and 712 of Title 18 of the United States Code. This advisement may not be changed or altered without the specific written consent of the Federal Bureau of Investigation, and is not an endorsement of any product or service.

DocuSigned by:
Vince Schettler
VINCE SCHETTLER

7/13/2019 | 13:06:31 PDT

DATE

DocuSigned by:
Kelly Schettler
KELLY SCHETTLER

7/17/2019 | 09:32:28 PDT

DATE



EXHIBIT 5



Centurion® Card

VINCENT SCHETTLER
Closing Date 12/28/18

P. 1/13

Account Ending [REDACTED]

New Balance [REDACTED]

Payment Due Date

01/20/19*

*Late Payment Warning: If we do not receive your payment by the Payment Due Date of 01/20/19, you may have to pay a late fee of up to \$38.00.

Membership Rewards® Points
Available and Pending as of 11/30/18

387,830

For up to date point balance and full program details, visit membershiprewards.com

Account Summary

Previous Balance

Payments/Credits

New Charges

Fees

+ \$133,283.74

New Balance

Days In Billing Period: 31

Customer Care



Pay by Computer
americanexpress.com/pbc

Customer Care
1-877-877-0987

Pay by Phone
1-800-472-9297

See page 2 for additional information.

See page 2 for important information about your account.

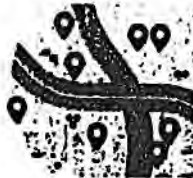
Your membership will be renewed next month. Please refer to the Renewal Notice on Page 12.

Learn how to take advantage of your Pay Over Time feature on page 12

You Spoke. We Listened.

Over 1.5 million more places in the U.S. started accepting American Express® Cards in 2017.

Visit ShopSmallNow.com



↓ Please fold on the perforation below, detach and return with your payment ↓



Payment Coupon
Do not staple or use paper clips



Pay by Computer
americanexpress.com/pbc



Pay by Phone
1-800-472-9297

Account Ending 8-86008

Enter 15 digit account # on all payments.
Make check payable to American Express.

VINCENT SCHETTLER

Payment Due Date

01/20/19

Amount Due

Check here if your address or phone number has changed. Note changes on reverse side.

AMERICAN EXPRESS
BOX 0001
LOS ANGELES CA 90096-8000

0000349991405009820 013321579013321579 22 H

VTS005017

**Centurion® Card****VINCENT SCHETTTLER**
Closing Date 01/26/18

p. 1/12

Account Ending [REDACTED]

New Balance**Payment Due Date****02/20/19***

*Late Payment Warning: If we do not receive your payment by the Payment Due Date of 02/20/19, you may have to pay a late fee of up to \$38.00.

Membership Rewards® Points

Available and Pending as of 12/31/18

524,293For up to date point balance and full program details, visit membershiprewards.com**Account Summary**

Previous Balance

Payments/Credits

New Charges

Fees

-\$133,450.63**New Balance**

Days in Billing Period: 30

Customer Care**Pay by Computer**
americanexpress.com/pbc

Customer Care

1-877-677-0987

Pay by Phone

1-800-472-9297



See page 2 for additional information.



See page 2 for important information about your account.



See important notices about Your Billing Rights, Electronic Fund Transfer Error Resolution, and for WA residents, starting on page 11

Important Information: To access the most up to date version of your Cardmember Agreement, please log in to your Account at www.americanexpress.com.

Your Centurion® Membership includes an annual subscription to Departures magazine (a value of \$10). If you do not wish to receive the magazine, please call us at the number on the back of your Card. No credits are offered to Members who elect not to receive the magazine.



Learn how to take advantage of your Pay Over Time feature on page 9

+ Please fold on the perforation below, detach and return with your payment +

**Payment Coupon**
Do not staple or use paper clips**Pay by Computer**
americanexpress.com/pbc**Pay by Phone**
1-800-472-9297

Account Ending 0-86000

Enter 15 digit account # on all payments.
Make check payable to American Express.**VINCENT SCHETTTLER****Payment Due Date****02/20/19****Amount Due**Check here if your address or phone number has changed.
Note changes on reverse side.AMERICAN EXPRESS
BOX 0001
LOS ANGELES CA 90096-8000

0000349991405009820 001366618001366618 22 1

VTS005030

EXHIBIT 6

**Centurion® Card**

p. 3/21

VINCENT SCHETTLER
Closing Date 11/25/19

Account Ending [REDACTED]

**Customer Care & Billing Inquiries**
International Collect
Large Print & Braille Statements
Cash Advance at ATMs Inquiries1-877-877-0987 Hearing Impaired
1-954-503-8905 TTY: 1-800-221-9950
1-877-877-0987 FAX: 1-623-707-4442
1-800-CASH-NOW In NY: 1-800-522-1897

Website: americanexpress.com

**Customer Care
& Billing Inquiries**
P.O. BOX 981535
EL PASO, TX
79998-1535**Payments**
PO BOX 0001
LOS ANGELES CA
90096-8000**Payments and Credits****Summary**

	Total
Payments	-\$23,288.32
Credits	
VINCENT SCHETTLER [REDACTED]	-\$70.00
[REDACTED]	
Total Payments and Credits	-\$23,498.00

Detail *Indicates posting date

	Amount
Payments	
11/18/19* VINCENT SCHETTLER ONLINE PAYMENT - THANK YOU	-\$23,288.32
Credits	
11/11/19 VINCENT SCHETTLER CEDARS-SINAI MEDICA LOS ANGELES CA 866-803-1777	-\$70.00

**New Charges****Summary**

	Total
VINCENT SCHETTLER 0-86000	\$126,346.22
[REDACTED]	
Total New Charges	\$136,667.11

Continued on reverse

VTS 000072

Detail



VINCENT SCHETTLER

Card Ending [REDACTED]

				Amount
10/25/19	LAS VEGAS COUNTRY CLUB I.L.00-080794797 MEMBERSHIP CLUB	LAS VEGAS	NV	\$24.25
10/25/19	NETFLIX.COM NETFLIX.COM	866-579-7172	CA	\$21.60
10/26/19	POSTMATES TIP 8778877815	SAN FRANCISCO	CA	\$4.98
10/26/19	POSTMATES 80F77 DOM DE 8778877815	SAN FRANCISCO	CA	\$90.06
10/27/19	ITUNES.COM/BILL RECORD STORE	INTERNET CHARGE	CA	\$14.99
10/27/19	ITUNES.COM/BILL RECORD STORE	INTERNET CHARGE	CA	\$11.97
10/27/19	SIMPLISAFE SECURITY	888-957-4675	MA	\$24.99
10/28/19	FANDANGO.COM 866-857-5191	866-857-5191	CA	\$100.20
10/28/19	FANDANGO.COM 866-857-5191	866-857-5191	CA	\$33.40
10/29/19	PAYPAL *INSTANTCHEC 8002228985	8002228985	CA	\$34.78
10/30/19	MAKERS & FINDERS 0000 702-466-5588	LAS VEGAS	NV	\$7.45
10/31/19	HOLLEY DRIGGS WALCH PUZEY 899000002444 LEGAL SERVICE	LAS VEGAS	NV	\$118,222.45
10/31/19	PEETS COFFEE FAST FOOD RESTAURANT	LAS VEGAS	NV	\$18.83
10/31/19	CVS/PHARMACY 8007467287	LAS VEGAS	NV	\$26.97
11/01/19	NEW BALANCE #02 0000 661-705-8060	LAS VEGAS	NV	\$162.26
11/01/19	POSTMATES TIP 8778877815	SAN FRANCISCO	CA	\$10.00
11/01/19	SP * GREATS BRAND 3237906431	BROOKLYN	NY	\$451.38
11/02/19	POSTMATES 80F77 ORIZAB 8778877815	SAN FRANCISCO	CA	\$45.28
11/02/19	ITUNES.COM/BILL RECORD STORE	INTERNET CHARGE	CA	\$0.99
11/04/19	OIGA MIRE VEA COLOMBIAN C 00-080324553 RESTAURANT	LAS VEGAS	NV	\$101.13
11/05/19	Southwest Airlines SOUTHWEST AIRLINES (MASTE From: LAS VEGAS MCCARRAN To: PHOENIX SKY HARBOR Ticket Number: 5262138489792 Passenger Name: SCHETTLER/KELLY Document Type: PASSENGER TICKET	DALLAS	TX	\$281.98
11/05/19	Southwest Airlines SOUTHWEST AIRLINES (MASTE From: LAS VEGAS MCCARRAN To: PHOENIX SKY HARBOR Ticket Number: 5262138489793 Passenger Name: SCHETTLER/VINCENT Document Type: PASSENGER TICKET	DALLAS	TX	\$281.98
11/05/19	LEONE CAFE 021770021352779 0000260037 89145	LAS VEGAS	NV	\$9.20

Continued on next page

VTS 000073

**Centurion® Card**

p. 3/15

VINCENT SCHETTLER
Closing Date 12/26/19

Account Ending [REDACTED]

**Customer Care & Billing Inquiries**
International Collect
Large Print & Braille Statements
Cash Advance at ATMs Inquiries1-877-877-0987
1-954-503-8905
1-877-877-0987
1-800-CASH-NOW
Hearing Impaired
TTY: 1-800-221-9950
FAX: 1-623-707-4442
In NY: 1-800-522-1897

Website: americanexpress.com

**Customer Care
& Billing Inquiries**
P.O. BOX 981535
EL PASO, TX
79998-1535**Payments**
PO BOX 0001
LOS ANGELES CA
90096-8000**Payments and Credits****Summary**

	Total
Payments	-\$136,457.43
Credits	-\$69.95
VINCENT SCHETTLER [REDACTED]	
Total Payments and Credits	-\$136,856.94

Detail

*Indicates posting date

		Amount
Payments		
12/17/19*	VINCENT SCHETTLER	ONLINE PAYMENT - THANK YOU
		-\$36,457.44
12/17/19*	VINCENT SCHETTLER	ONLINE PAYMENT - THANK YOU
		-\$99,999.99
Credits		Amount
12/20/19*	VINCENT SCHETTLER	AMEX Airline Fee Reimbursement
		TRANSACTION PROCESSED BY AMERICAN EXPRESS
		-\$69.95

**New Charges****Summary**

	Total
VINCENT SCHETTLER [REDACTED]	\$95,362.85
Total New Charges	\$109,409.32

**Centurion® Card**VINCENT SCHETTLER
Closing Date 12/26/19

p. 5/15

Account Ending XXXXXXXXXX**Detail Continued**

				Amount
12/18/19	CVS PHARMACY 8007467287 PHARMACIES	LOS ANGELES	CA	\$83.50
12/18/19	SIMPLISAFE SECURITY	888-957-4675	MA	\$24.99
12/18/19	CITYDOGI CLUB - WEST HOL 310-477-0364	WEST HOLLYWOOD	CA	\$134.31
12/19/19	APPLE.COM/BILL RECORD STORE	INTERNET CHARGE	CA	\$4.99
12/19/19	APPLE.COM/BILL RECORD STORE	INTERNET CHARGE	CA	\$4.99
12/19/19	VERVE COFFEE ROASTERS squareup.com/receipts	West Hollywood	CA	\$19.38
12/19/19	DJ*WALL-ST-JOURNAL SUBSCRIPTION	800-568-7625	MA	\$116.97
12/19/19	CITYDOGI CLUB - WEST HOL 310-477-0364	WEST HOLLYWOOD	CA	\$93.50
12/20/19	HOLLEY DRIGGS WALCH PUZEY 899000002444 DOLIN@NEVADAFIRM.COM	LAS VEGAS	NV	\$88,761.27
12/20/19	AMAZON.COM*F530F1UJ3 MERCHANDISE	AMZN.COM/BILL	WA	\$386.71
12/20/19	LE MONTROSE ALL SUITE Arrival Date 12/17/19 00000000 LODGING	Departure Date 12/20/19 WEST HOLLYWOOD	CA	\$1,493.43
12/20/19	LE MONTROSE ALL SUITE Arrival Date 12/17/19 00000000 LODGING	Departure Date 12/20/19 WEST HOLLYWOOD	CA	\$9.81
12/20/19	SIMPLISAFE SECURITY	888-957-4675	MA	\$24.99
12/20/19	MICHAELS STORES 5808 ARTIST SUPPLY & CRAFT	LAS VEGAS	NV	\$677.79
12/20/19	SIMPLISAFE SECURITY	888-957-4675	MA	\$24.99
12/21/19	FARM BASKET GOODS/SERVICES	Las Vegas	NV	\$29.29
12/21/19	PEETS COFFEE FAST FOOD RESTAURANT	LAS VEGAS	NV	\$14.66
12/21/19	ROMA COFFEE 702-331-7071	LAS VEGAS	NV	\$14.29
12/22/19	SOFT SURROUNDINGS 888-414-7638	888-414-7638	MO	\$275.63
12/22/19	SOFT SURROUNDINGS 888-414-7638	888-414-7638	MO	\$303.36
12/22/19	PEETS COFFEE FAST FOOD RESTAURANT	LAS VEGAS	NV	\$16.24
12/23/19	TARGET LAS VEGAS BOCA PARK 1207 GROCERY STORE	LAS VEGAS	NV	\$1,529.64
12/24/19	CVS PHARMACY 8007467287 PHARMACIES	LAS VEGAS	NV	\$57.83
12/25/19	NETFLIX.COM NETFLIX.COM	866-579-7172	CA	\$21.60

CVN 000095

EXHIBIT 7



PETER S. CHRISTIANSEN
PETER J. CHRISTIANSEN
R. TODD TERRY
KENDELEE LEASCHER WORKS
WHITNEY J. BARRETT
KEELY A. PERDUE

October 24, 2019

Via Email: dwaite@lrrc.com

Dan R. Waite, Esq.,
Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169

Re: *Kelly Schettler Deposition*

Dear Dan:

In response to your emails regarding Mrs. Schettler, please be advised that I do represent her. As far as dates and times for your requested deposition of Mrs. Schettler are concerned, please be advised that **Mrs. Schettler** is invoking the marital privilege, has no knowledge of the subject matter and **is in extremely poor health**. As such, she will not appear for any deposition. Should you elect to issue a subpoena for her appearance, I will accept service. I will move to quash any such subpoena and will seek fees and costs in doing so.

Should you wish to discuss this matter further, please feel free to contact me.

Sincerely,

CHRISTIANSEN LAW OFFICES


PETER S. CHRISTIANSEN, ESQ.

EXHIBIT 8

Explanation of Foreclosure of [REDACTED] Summit Canyon, Las Vegas, NV 89145

In 2005 my wife encountered medical conditions which required her to have residency near doctors in Southern California, we commuted and found it necessary to relocate there full time in 2008. We put

[REDACTED]
[REDACTED] the property sold at a Trustee Sale in 2014. Since this time, the market has rebounded and my wife's health is much better over the past two years. We have relocated back to Vegas where my company is located and I have eliminated nearly all of my debts.

U - [Signature]

7/9/2019

EXHIBIT 9

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower		Co-Borrower	
I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	Other (explain):
Amount	\$ 1,500,000.00	Interest Rate	5.875 %
No. of Months	360	Amortization Type:	<input type="checkbox"/> Fixed Rate <input type="checkbox"/> GPM <input checked="" type="checkbox"/> ARM (type): GEN5
Agency Case Number		Lender Case Number	
II. PROPERTY INFORMATION AND PURPOSE OF LOAN			
Subject Property Address (street, city, state, & ZIP)			No. of Units
Tournament Canyon Dr, Las Vegas, NV 89144 County: Clark			1
Legal Description of Subject Property (attach description if necessary)			Year Built
See preliminary title report			1999
Purpose of Loan		Property will be:	
<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Refinance		<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment	
Complete this line if construction or construction-permanent loan.			
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot
	\$	\$	\$
(b) Cost of Improvements		Total (a + b)	
\$		\$	
Complete this line if this is a refinance loan.			
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance
2019	\$ 1,995,000.00	\$ 1,838,492.47	Cash-Out Limited
Describe Improvements		Cost: \$	
<input checked="" type="checkbox"/> made <input type="checkbox"/> to be made			
Title will be held in what Name(s)		Manner in which Title will be held	
Vincent T Schettler, Kelly E Schettler		<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)	
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)			
Checking/Savings			
III. BORROWER INFORMATION			
Borrower's Name (Include Jr. or Sr. if applicable)		Co-Borrower's Name (Include Jr. or Sr. if applicable)	
Vincent T Schettler		Kelly E Schettler	
Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School

Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)
	Monthly Income		Monthly Income
	\$		\$
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)



LOAN #: [REDACTED]

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 19,777.00		\$ 19,777.00	Rent	\$	
Overtime				First Mortgage (P&I)		
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance		
Dividends/Interest				Real Estate Taxes		
Net Rental Income				Mortgage Insurance		
Other (before completing, see the notice in "describe other income," below)	49,498.00		49,498.00	Homeowner Assn. Dues		
				Other:		
Total	\$ 69,275.00	\$	\$ 69,275.00	Total	\$	

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

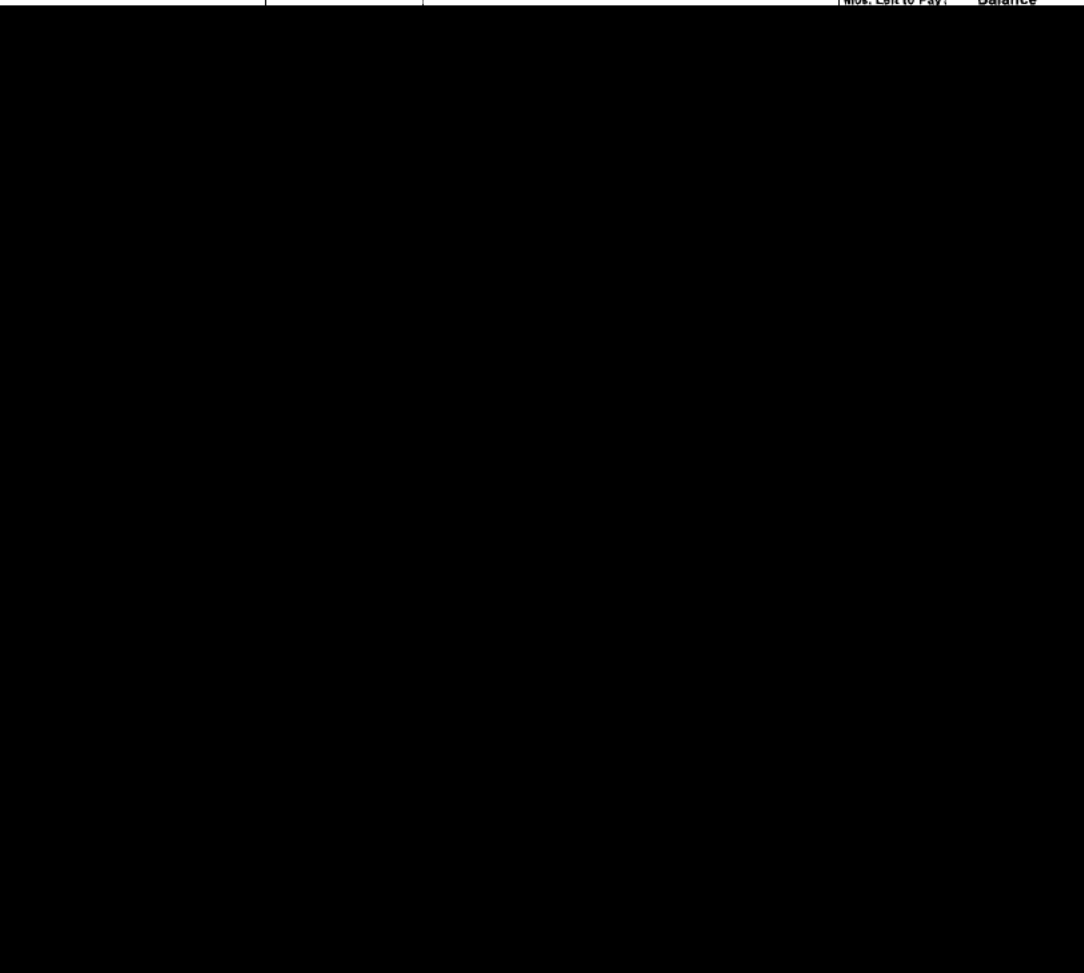
B/C	Describe Other Income	Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.	Monthly Amount
			\$

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed ☐ Jointly ☐ Not Jointly

ASSETS	Cash or Market Value	LIABILITIES	Monthly Pmt. & Mos. Left to Pay	Unpaid Balance
Description		Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use continuation sheet, if necessary. Indicate by (*) those liabilities which will be satisfied upon sale of real estate owned or upon refinancing of the subject property.		
Cash Deposit toward purchase held by:	\$			



VI. ASSETS AND LIABILITIES (cont.)

Schedule of Real Estate Owned (If additional properties are owned, use continuation sheet.)		Property Address (enter S if sold, PS if pending sale; or R if rental being held for income)		Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
					\$	\$	\$	\$	\$	\$
*See page 4 for the additional properties					Totals	\$ 1,900,000.00	\$ 1,838,492.47	\$ 9,194.00	\$ 1,949.69	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name

Creditor Name

Account Number

VII. DETAILS OF TRANSACTION

- Purchase price
- Alterations, improvements, repairs
- Land (if acquired separately)
- Refinance (incl. debts to be paid off)
- Estimated prepaid items
- Estimated closing costs
- PMI, MIP, Funding Fee
- Discount (if Borrower will pay)
- Total costs (add items a through h)
- Subordinate financing
- Borrower's closing costs paid by Seller
- Other Credits (explain)

- Loan amount (exclude PMI, MIP, Funding Fee financed)
- PMI, MIP, Funding Fee financed
- Loan amount (add m & n)
- Cash from/to Borrower (subtract j, k, l & o from i)

VIII. DECLARATIONS

- If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.
- Are there any outstanding judgments against you?
 - Have you been declared bankrupt within the past 7 years?
 - Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?
 - Are you a party to a lawsuit?
 - Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)
 - Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee? If "Yes," give details as described in the preceding question.
 - Are you obligated to pay alimony, child support, or separate maintenance?
 - Is any part of the down payment borrowed?
 - Are you a co-maker or endorser on a note?
 - Are you a U.S. citizen?
 - Are you a permanent resident alien?
 - Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.
 - Have you had an ownership interest in a property in the last three years?
 - What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)? PR _____ SH _____ IP _____
 - How did you hold title to the home - solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)? S _____ SP _____ O _____

IX. ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et. seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns, may in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Acknowledgement. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature: X Date: Co-Borrower's Signature: X Date:

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law requires that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish this information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to provide the information on the basis of visual observation or surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements under which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input type="checkbox"/> I do not wish to furnish this information.		CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information.	
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	To be Completed by Loan Originator: This information was provided: <input type="checkbox"/> In a face-to-face interview <input type="checkbox"/> By the applicant and submitted by fax or mail <input type="checkbox"/> In a telephone interview <input type="checkbox"/> By the applicant and submitted via e-mail or the Internet	

Loan Originator's Signature: X Loan Originator's Name (print or type): Aaron Michael Gordon Loan Origination Company's Name: Guild Mortgage Company	Loan Originator Identifier: 557050 / State License # - 51808 Loan Origination Company Identifier: 3274 / State License # - 1076	Date: [REDACTED] Loan Originator's Phone Number (including area code): [REDACTED] Loan Origination Company's Address: 701 N. GREEN VALLEY PKWY. HENDERSON, NV 89074-0000
---	--	--



LOAN #: [REDACTED]

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION

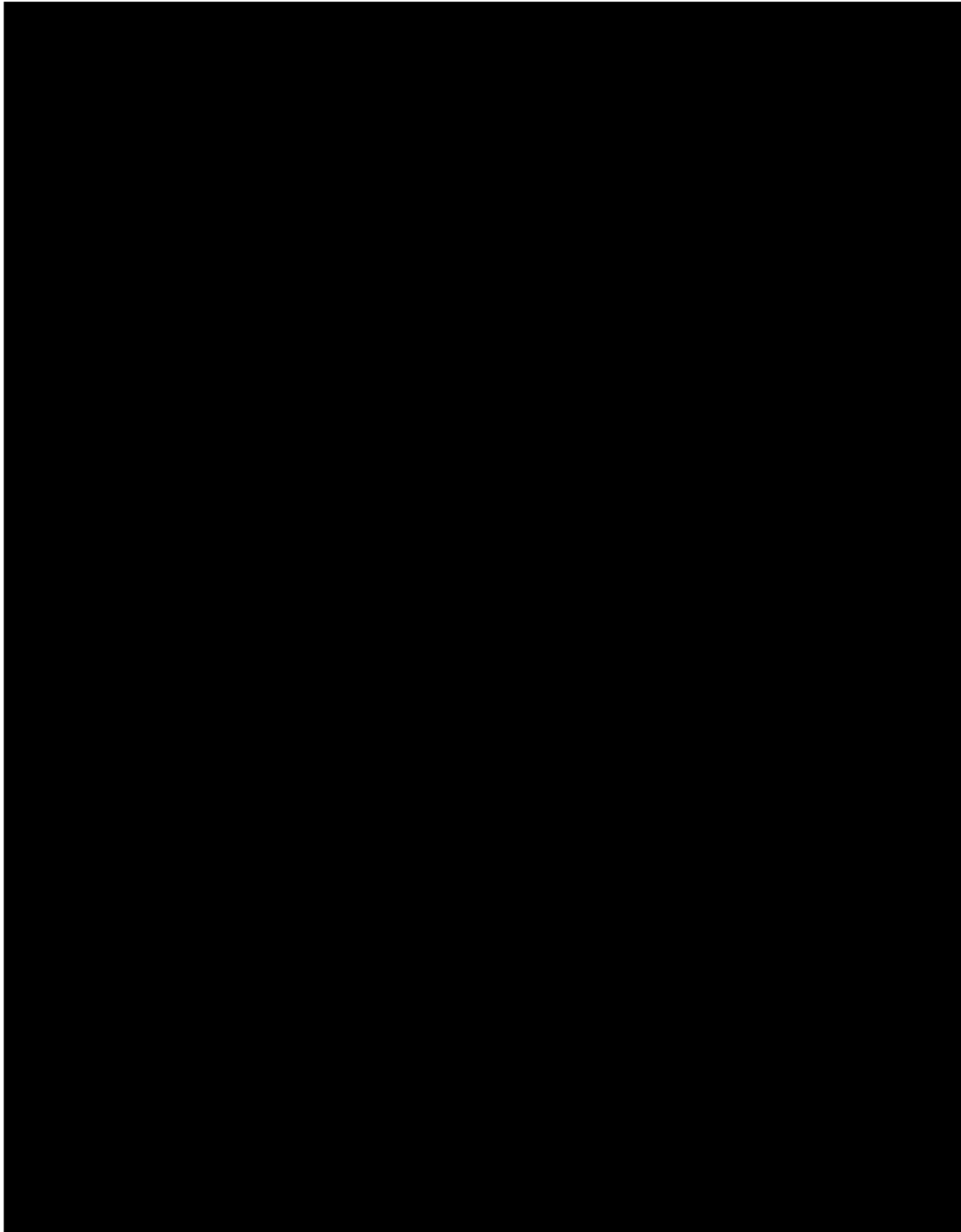
Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark **B** for Borrower or **C** for Co-Borrower

Borrower:
Vincent T Schettler

Agency Case Number:

Co-Borrower:
Kelly E Schettler

Lender Case Number:
[REDACTED]



I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et. seq.

Borrower's Signature: X	Date 8/16/19	Co-Borrower's Signature: X	Date 8/16/19
----------------------------	-----------------	-------------------------------	-----------------



EXHIBIT 10

1 **ORD**

2 Dan R. Waite, State Bar No. 4078

3 DWAITE@lrrc.com

4 **LEWIS ROCA ROTHGERBER CHRISTIE LLP**

5 3993 Howard Hughes Parkway, Suite 600

6 Las Vegas, NV 89169

7 Tel: 702.949.8200

8 Fax: 702.949.8398

9 Attorneys for Plaintiff

10 *Pacific Western Bank, a California corporation*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 PACIFIC WESTERN BANK, a California
14 corporation,

15 Plaintiff/Judgment Creditor,

16 v.

17 JOHN A. RITTER, an individual; DARREN D.
18 BADGER, an individual; VINCENT T.
19 SCHETTLER, an individual; and DOES 1
20 through 50,

21 Defendants/Judgment Debtors.

Case No. A-14-710645-F

Dept. No. XVI

**ORDER APPOINTING RECEIVER
OVER JUDGMENT DEBTOR VINCENT
T. SCHETTLER'S ASSETS**

22 On _____, 2021, at _____ a.m. in Department XVI of the above-captioned
23 Court, Plaintiff/Judgment Creditor PACIFIC WESTERN BANK's (hereinafter "PacWest")
24 Motion for Appointment of a Receiver Over Judgment Debtor Vincent T. Schettler's Assets
25 ("Motion") came on for hearing. Dan R. Waite of Lewis Roca Rothgerber Christie LLP appeared
26 on behalf of PacWest. J. Rusty Graf of Black & Wadhams appeared on behalf of
27 Defendant/Judgment Debtor VINCENT T. SCHETTLER.¹ Based on the papers and pleadings on
28 file, the arguments of counsel, and good cause appearing, the Court rules as follows:

IT IS ORDERED that PacWest's Motion is GRANTED. The Court finds that it is
appropriate to appoint a receiver under the circumstances presented here. More specifically,

¹ As used throughout this Order, the term "Schettler" shall mean the judgment debtor, Vincent T. Schettler, in his individual capacity.

1 PacWest obtained a judgment against Schettler in 2014, which judgment has a current
2 outstanding balance of approximately \$3,000,000. As part of Schettler's June 2019 purchase of a
3 \$1,995,000 home, he represented that his income was \$77,231 per month. Yet, Schettler has not
4 voluntarily paid any sum of money toward the judgment in six years. In November 2020,
5 PacWest attempted to execute upon Schettler's personal property assets located at his home but
6 Schettler denied access to the Constable and thwarted any satisfaction of the judgment pursuant to
7 the writ of execution.

8 Therefore, IT IS ORDERED that a receiver shall be appointed over the Receivership
9 Estate of Vincent T. Schettler. For purposes of this Order, the "Receivership Estate" shall consist
10 of all of Vincent T. Schettler's right, title, claims, demands and/or interest, including community
11 property interest, in property and other assets of any kind and nature, including, but not limited to
12 real, personal, intangible, and inchoate property and property held in trust, that Schettler currently
13 has or may hereafter acquire, and includes "receivership property" as defined in NRS 32.185.
14 The Court intends "Receivership Estate" and the terms of this Order to be interpreted broadly to
15 facilitate the lawful satisfaction of PacWest's judgment against Schettler.

16 IT IS FURTHER ORDERED that _____, by and through _____, is
17 hereby appointed receiver in this action (the "Receiver") over the Receivership Estate, subject to
18 the condition that before entering upon its duties as Receiver, its shall execute a Receiver's oath
19 and post a cash bond, or bond from an insurer, in the sum of \$5,000.00, to secure the faithful
20 performance of its duties as Receiver herein. The Receiver's oath and bond are to be filed with
21 the Clerk of Court no later than _____, 2021. Prior to the Receiver posting its
22 bond, Plaintiff PacWest shall advance \$6,000.00 to the Receiver to cover its cost to post a bond
23 and initial fees and expenses. This advance will be added to the judgment Schettler owes to
24 PacWest.

25 IT IS FURTHER ORDERED that any distributions, commissions, payments, or other
26 monetary consideration (collectively, "Disbursements") Schettler is or becomes entitled to
27 receive, directly or indirectly, during the term of this receivership shall be paid and tendered to
28 the Receiver, not Schettler, including, but not limited to, Disbursements from: (1) Vincent T.

Schettler, LLC, (2) VTS Nevada, LLC, (3) Vision Commercial One, LLC, (4) S&G Partners, LLC, (5) Mosaic Commercial Advisors, LLC (6) Mosaic Development, LLC, (7) Mosaic Land Fund, (8) Mosaic Land Fund Two, LLC, (9) Mosaic Land 1 LLC, (10) Mosaic Land 2 LLC, (11) Mosaic Three, LLC, (12) Mosaic Five, LLC, (13) Mosaic Six, LLC, (14) Mosaic Seven, LLC, (15) Mosaic Hollywood 247, LLC, (16) Mosaic Simmons LLC, (17) VTS Investments LLP, (18) Vision Home Sales II LLC, (19) Investor Equity Homes, LLC, (20) West Henderson 140 LLC, (21) Multi Acquisitions, LLC, (22) HCR Unit F3 Owners LLC, (23) ND Holdings, LLC (LV series), (24) ND Holdings, LLC (Hndrsn series), and (25) Mosaic CC Mgr, LLC. Schettler shall provide a copy of this Order to any person or entity he anticipates receiving a Disbursement from and instruct them in writing that all Disbursements are to be paid and tendered to the Receiver, and Schettler shall promptly send a copy of the written instruction to the Receiver.

Notwithstanding the foregoing, if Schettler receives a referenced Disbursement, he shall immediately (a) advise the Receiver of such, and (b) deliver the Disbursement in full to the Receiver.

IT IS FURTHER ORDERED that any Disbursement Schettler is or becomes entitled to receive, directly or indirectly, during the term of this receivership from any trust, including, but not limited to, the Schettler Family Trust, including, but not limited to, payments from trust assets for the benefit of Schettler, shall be paid and tendered to the Receiver, not Schettler. Schettler shall provide a copy of this Order to the trustee(s) of any trust he anticipates receiving a Disbursement from and instruct the trustee(s) in writing that all Disbursements, for his benefit, or on his behalf, are to be paid and tendered to the Receiver, and Schettler shall promptly send a copy of the written instruction to the Receiver. Notwithstanding the foregoing, if Schettler receives a referenced trust Disbursement, he shall immediately deliver such to the Receiver.

IT IS FURTHER ORDERED that the Receiver is directed by this Court to do the following specific acts pursuant to NRS 32.255, which provides the Court, when appointing a receiver, with "exclusive jurisdiction to direct the receiver and determine any controversy related to the receivership or receivership property:"

1 1. Immediately take possession, control, and management of the Receivership Estate,
2 and shall have all power and authority of a receiver provided by law, including, but not limited to,
3 the following powers and responsibilities:

- 4 a. The Receiver is authorized and empowered to liquidate non-exempt assets
5 of the Receivership Estate and/or apply the non-exempt portion of the
6 proceeds to satisfaction of the judgment that Schettler owes to PacWest.
- 7 b. The Receiver is authorized and empowered to seize, operate, manage,
8 control, conduct, care for, preserve, and maintain the Receivership Estate,
9 wherever located. In this regard, the Receiver is authorized to manage,
10 operate and make all decisions and exercise all discretion on behalf of the
11 Receivership Estate, including to the same extent Schettler could have
12 made or exercised regarding the Receivership Estate before appointment of
13 the Receiver.
- 14 c. The Receiver may change the locks, if any, providing access to the
15 Receivership Estate, so long as changing the locks does not interfere with
16 Schettler's access to his personal residence, and to do all other things
17 which the Receiver deems necessary to protect the Receivership Estate.
- 18 d. The Receiver is further authorized to take possession of and collect any
19 accounts, distributions, commissions, exempt wages and bonuses, chattel
20 paper, and general intangibles of every kind hereafter arising out of the
21 Receivership Estate and to have full access to and, if it desires, take
22 possession of all the books and records, ledgers, financial statements,
23 financial reports, documents and all other records (including, but not
24 limited to, information contained on computers and any and all software
25 relating thereto) relating to the foregoing, wherever located, as the
26 Receiver deems necessary for the proper administration of the Receivership
27 Estate.
28

- e. The Receiver is authorized and empowered to demand any and all records from any and all banks and other financial institutions holding accounts which constitute part of the Receivership Estate, including past or closed accounts in existence at any time on or after January 1, 2014.
- f. The Receiver shall preserve and protect the assets, tax records, books and records, wherever located, while it acts to operate the affairs of the Receivership Estate. Notwithstanding anything to the contrary herein, Schettler, not the Receiver, shall be responsible for preparing and filing Schettler's state and federal tax returns. However, (1) the Receiver shall timely cooperate with Schettler and his tax preparer as they may reasonably request so that they (i.e., Schettler and/or his tax preparer) can timely prepare and file Schettler's tax returns, and (2) Schettler shall provide (or cause his tax preparer to provide) a copy of each state and federal tax return to the Receiver promptly after the return is filed.
- g. The Receiver is authorized and empowered to execute and prepare all documents and to perform all acts, either in the name of Schettler or, as applicable, in the Receiver's own name, which are necessary or incidental to preserve, protect, manage and/or control the Receivership Estate. In particular, the Receiver shall have the authority, without limitation, to immediately cancel, extend, modify or enter into any existing or new contracts or leases necessary to operate the Receivership Estate.
- h. The Receiver is authorized and empowered to demand, collect, and receive all monies, funds, commissions, distributions, and payments arising from or in connection with any sale and/or lease of any assets of the Receivership Estate, including related to any services provided by Schettler.
- i. The Receiver may take possession of all Receivership Estate accounts and safe deposit boxes, wherever located, and receive possession of any money or other things on deposit in said accounts or safe deposit boxes. The

Receiver also has the authority to close any account(s) that the Receiver deems necessary for operation or management of the Receivership Estate. Institutions that have provided banking or other financial services to Schettler are instructed to assist the Receiver, including by providing records that the Receiver requests. These institutions may charge their ordinary rates for providing this service.

- j. The Receiver is empowered to establish accounts at any bank or financial institution the Receiver deems appropriate in connection with the operation and management of the Receivership Estate. The Receiver is authorized to use the Defendant's tax identification number to establish such accounts. Any institutions that have accounts and/or funds that are part of the Receivership Estate shall turnover said accounts and/or funds to the custody and control of the Receiver and that institution shall not be held liable for turnover of funds.
- k. To the extent feasible, the Receiver shall, within thirty (30) days of its qualification hereunder, file in this action an inventory of all property the Receiver took possession of pursuant to this Order and file quarterly accountings thereafter.
- l. The Receiver is authorized to institute ancillary proceedings in this state or other states as necessary to obtain possession and control of assets of the Receivership Estate, including, without limitation, to pursue claims for alter ego and fraudulent transfers.
- m. The Receiver is empowered to serve subpoenas when necessary with court approval.
- n. Any entities in which Schettler holds an interest are ordered to turn over to the Receiver any funds, profits, cash flow or property that would otherwise be distributable to Schettler, which the Receiver may use in satisfaction of the judgment Schettler owes to PacWest.

- o. The Receiver is authorized to contact any of Schettler's debtors ("Accounts Receivable Debtors") in order to advise them not to send further accounts receivable payments to Schettler and to instruct the Accounts Receivable Debtors to send any and all payments directly to the Receiver.
- p. The Receiver is authorized to borrow funds from PacWest as may be necessary to satisfy the costs and expenses of the receivership and issue Receiver's Certificates, Certificates of Indebtedness, or similar instruments (individually, a "Certificate" and collectively, the "Certificates"), up to an initial aggregate total of \$25,000, evidencing the secured obligation of the Receivership Estate (and not the Receiver individually) to repay such sums; the principal sum of each such Certificate, together with reasonable interest thereon, shall be payable out of the next available funds from any other assets subject to the Receiver's authority and control. In the event that the Receiver determines, in its reasonable business judgment, that Certificates in excess of an aggregate of \$25,000 are necessary to fund the present receivership, it may issue such Certificates to PacWest upon PacWest's written consent and agreement, and without further order of this Court.

2. Exercise the powers and duties set forth in NRS 32.290, NRS 32.295, NRS 32.315, and NRS 32.320.

3. The Receiver is also authorized, but not obligated, to perform the following:

- a. Hire and pay (from Receivership Estate assets) the fees and costs of any professionals, including attorneys, accountants, and property managers to aid and counsel the Receiver in performing its duties.
- b. Hire contractors to evaluate and make repairs to assets of the Receivership Estate.

- 1 c. Pay (from Receivership Estate assets) such other and ordinary expenses
2 deemed appropriate by the Receiver to carry out the Receiver's duties as
3 specified herein.
- 4 d. Pay the Receiver's fees and costs from Receivership Estate assets.
- 5 4. Quarterly accounting of Receiver's efforts, income, expenses, and fees ("Receiver's
6 Report"):
- 7 a. Each quarter, the Receiver shall prepare and serve on the parties a report
8 identifying (1) the issues it is addressing, (2) an accounting of revenues
9 received, (3) an accounting of expenses incurred, in the administration of
10 the Receivership Estate, including an itemization of the Receiver's own
11 fees and costs incurred for the reported period, and (4) an accounting of
12 payments made to PacWest, if any, in full or partial satisfaction of the
13 judgment Schettler owes to PacWest.
- 14 b. The Receiver and its attorneys, accountants, agents and consultants shall be
15 compensated from the assets of the Receivership Estate for its normal
16 hourly charges and for all expenses incurred in fulfilling the terms of this
17 Order. The compensation for the Receiver's principal (_____) shall be at the rate of \$_____ per hour. Compensation for the Receiver's
18 other personnel, agents, and consultants shall be at their customary hourly
19 rates. The Receiver shall also be compensated for photocopying, long
20 distance telephone, postage, travel (except travel to and from Nevada
21 necessitated because the Receiver's office is located outside Nevada) and
22 other expenses at actual cost. The Receiver may periodically pay itself and
23 its attorneys, accountants, agents and consultants from the assets of the
24 Receivership Estate, provided that the Receiver shall apply to the Court for
25 approval of these charges quarterly.

27 IT IS FURTHER ORDERED that Schettler shall comply with each and every duty
28 imposed on an "owner" by NRS 32.300.

1 IT IS FURTHER ORDERED that PacWest's judgment against Schettler is excluded from
2 the stay imposed by NRS 32.305.

3 IT IS FURTHER ORDERED that the Receiver may be discharged and/or the receivership
4 terminated by Court order in accordance with NRS 32.345 and 32.350.

5 IT IS FURTHER ORDERED that PacWest, Schettler, and all other parties to this action,
6 including any of their respective agents, servants, directors, assignees, successors, representatives,
7 employees, and all persons or entities acting under, or in concert with them, or for them, are
8 required to cooperate with the Receiver and shall immediately (and in no event more than 48
9 hours after appointment of the Receiver) turn over to the Receiver possession, custody, and
10 control of all books and records pertaining to the Receivership Estate, wherever located, whether
11 electronic or hardcopy, as the Receiver deems necessary for the proper administration,
12 management and/or control of the Receivership Estate, necessary to carry out any of the
13 Receiver's duties as set forth in this Order, including but not limited to: all keys, codes, locks,
14 usernames, passwords, security questions to access any systems / online portals, etc. necessary to
15 operate the business, records, books of account, ledgers, and all documents and papers pertaining
16 to the Receivership Estate.

17 IT IS FURTHER ORDERED that Schettler and his agents shall not interfere in any
18 manner with the discharge of the Receiver's rights vested or duties imposed by this Order.

19 IT IS FURTHER ORDERED that Schettler shall not collect any debts or demands due to
20 him, except as may be requested by or approved in advance by the Receiver in writing.

21 IT IS FURTHER ORDERED that Schettler shall not commit or permit any waste of the
22 Receivership Estate or take any action to avoid, hinder, delay, or evade the effect of this Order.

23 IT IS FURTHER ORDERED that Schettler shall not pay out, assign, sell, convey,
24 transfer, encumber, or deliver any of his assets to any person or entity other than the Receiver,
25 except as may be requested by or approved in advance by the Receiver in writing.

26 IT IS FURTHER ORDERED that Schettler shall not act or fail to act in a manner that,
27 directly or indirectly, hinders, delays, or obstructs the Receiver in the conduct of its duties or
28

1 otherwise interferes in any manner with the Receiver and the performance of its rights or duties
2 pursuant to this Order.

3 IT IS FURTHER ORDERED that receipt of this Order constitutes notice as contemplated
4 in NRS 32.290.

5 IT IS FURTHER ORDERED that the Receiver, or any party to this action, may apply to
6 this Court for further orders instructing the Receiver. This Order shall remain in full force and
7 effect until further order of this Court.

8 **IT IS SO ORDERED.**

9 Dated this _____ day of _____, _____.

11 _____
DISTRICT COURT JUDGE

12 Submitted by:
13 LEWIS ROCA ROTHGERBER CHRISTIE LLP

14 By: _____
15 Dan R. Waite, Esq.
16 Nevada State Bar No. 4078
17 3993 Howard Hughes Parkway, Suite 600
18 Las Vegas, Nevada 89169
19 *Attorneys for Plaintiff/Judgment Creditor*
20 *Pacific Western Bank*
21
22
23
24
25
26
27
28

EXHIBIT 11

Cordes & Company is a financial advisory services firm with experienced financial and management professionals that provide prompt and expert support for businesses or assets in distress, transition, or litigation. We specialize in assessing, preserving, and improving the value of assets and businesses. We serve a national market from offices in California, Colorado, and Minnesota. Our professionals have deep backgrounds in a wide variety of industries and we build our engagement teams around the industry we are serving, tapping the professionals who have backgrounds in the business.

Since the inception of the firm in 1983, Cordes & Company has been named as court-appointed receiver in more than 500 separate matters in multiple states and jurisdictions. The firm or its professionals have been appointed as independent trustee or examiner in several bankruptcy court matters. The firm has also been engaged by lenders and investors to assess, operate and liquidate their collateral or assets/businesses.

Our main practice areas are:

- Business Valuation and Litigation Support
- Forensic Analysis and Fraud Investigation
- Receivership, Trusteeship and Asset Management
- Transaction Advisory Services
- Turnaround, Restructuring and Creditor Support

Cordes & Company professionals have specific and deep experience in the real estate development sector. The firm has been engaged in a variety of real estate development related projects since 1983 and provides services in the following areas:

- Receiverships
- Bankruptcy
- Financial analysis
- Forbearance agreements
- Liquidation
- Restructuring
- Value optimization
- Operations management

REPRESENTATIVE ENGAGEMENTS

- **Laing-CP Lake Elsinore** (Lake Elsinore, CA) – a development project that consisted of 1,261 raw lots, a raw commercial site, a raw school site and an operating golf course. *(Receiver)*
- **Hop-Over** (Las Vegas, NV) – 228-unit hotel/apartment complex *(Receiver)*
- **Victory Plaza**, (Los Angeles, CA) - 133,000 sf retail shopping center entitled for redevelopment into a City Center type development with environmental issues. *(Receiver)*
- **Rutter/Pacifica** (Newport Beach, CA) – 32-unit residential town house condominium units adjacent to a 5-story parking facility plus 206 acres of vacant land approved for future development. *(Receiver)*
- **Village Court** (Palm Desert, CA) – Partially complete 42,000 square foot medical/office condominium. *(Receiver)*
- **LMGC Apartments** (Las Vegas, NV) – 28-unit apartment building *(Receiver)*
- **KB Worldwide Holdings (Las Vegas, NV)** – 4,057 sf commercial medical office building *(Receiver)*
- **Irvine Partners, LLC** (Irvine, CA) - a 314,000 sf Class A office building. *(Receiver)*

- **Angeleno Properties, LLC** (Glendale, CA) – Completed construction and liquidated 5-unit two story condominium building. *(Receiver)*
- **New Town** (St. Charles, MO) – a \$100 million planned community development project in severe financial distress where Cordes was advisor to the secured lender. *(Advisor)*
- **Kings Road** (Los Angeles, CA) - a vacant, primarily constructed three story, twelve (12) unit condominium/townhome project with one level of subterranean parking with a total building area of 18,399 square feet. *(Receiver)*
- **Opus Northwest** (Minneapolis, Denver, Seattle) – a development company with a \$400 million distressed portfolio. Cordes was advisor to the company board of directors and built restructure plan. *(Advisor)*

KEY PERSONNEL

BELLANN RAILE – Managing Director

Bellann is a senior level executive with more than 30 years of operations management. Over 25 years at Cordes & Company, she has been involved in hundreds of receiverships involving a wide range of agricultural businesses, operating businesses as well as commercial and residential properties. She was appointed to many of these personally. Bellann primarily manages matters in the western United States. Prior to joining Cordes & Company, Bellann worked for Automatic Gas Distributors, where she supervised gasoline operations for 98 convenience stores in 12 states. Bellann is a member of the Turnaround Management Association, the California Receivers Forum, and the International Women's Insolvency & Restructuring Confederation.

THOMAS PLUMB – Managing Director

Tom focuses his practice on helping a wide range of businesses successfully navigate change and transition, in any economy. The firm's skill set, developed and finely honed over 30 years, has long focused on distressed assets in troubled economies. Tom has adapted this skill set to work with companies in transition due to acquisition, merger, or business divestitures and companies in need of restructuring or strategic alternatives. Tom has managed receiverships in a wide variety of industries and has served as the financial advisor to creditors in several bankruptcy matters. After working at US Bank for 21 years in a number of executive positions, Tom joined the firm in 2006, opening an office in Minnesota, where he resides. Tom is a Certified Insolvency and Restructuring Advisor (CIRA) and is a member of the Association of Insolvency and Restructuring Advisors, the American Bankruptcy Institute and the Turnaround Management Association.

CHRIS SCHREIER – Director

Chris focuses his practice on providing a quick and accurate financial analysis of existing companies - those in distress as well as those in transition. Chris has worked on several the agricultural engagements providing financial analysis and forensic services. Chris is especially adept at analyzing financial statements and records of business operations, assessing the integrity and quality of the reporting and identifying potential problems and issues within the business. Chris contributes more than 25 years' experience as a senior executive and financial officer for companies of all sizes in the financial services industry - from a small private equity firm to global giant ING Group. He was also a senior audit manager at KPMG. Chris holds an undergraduate degree in business, with an accounting major, from the University of Minnesota. Chris is a Certified Public Accounts – Inactive.

EXHIBIT 12



JACOB J. DIORIO

jdiorio@stapletoninc.com
+1.213.235.0609

515 S. Flower Street, 18th Floor
Los Angeles, CA 90071

BUSINESS

Stapleton Group
Managing Director

Los Angeles, San Diego, Seattle, Las Vegas & Phoenix
2010 – Present

Provide fiduciary and consulting services including: receivership, bankruptcy, Assignment for the Benefit of Creditors (ABC), forensic accounting, business and real estate management, financial advisory and dispute resolution. Project management and case administration.

- Serve as lead engagement manager on receivership, bankruptcy, interim CEO / CRO and ABC matters providing services to companies across a variety of industries including consumer goods, technology, agriculture, healthcare, manufacturing, hospitality, retail and e-commerce businesses – as well as real estate assets. Provide detailed court reporting, financial management, accounting, and compliance services for fiduciary matters. Appear as Agent of Receiver in State and Federal Courts.
- Serve as lead engagement manager for real-estate receiverships to manage, repair, reposition and sell a variety of real estate assets including: single family, multifamily, mixed-use, storage, retail, office, condo, land, hotel and industrial properties.
- Serve as lead engagement manager for several post-judgment receivership matters to aid in the execution of judgments. Take possession of debtor assets and accounting records and lead efforts to recover from assets to satisfy the judgment.
- Served as lead receivership administrator and project manager on federal equity receivership matters in cases brought by the Security and Exchange Commission. Manage asset preservation, repositioning, recovery and disposition strategies; reporting; accounting; claims management; and creditor communication.
- Serve as lead engagement manager for ABCs of manufacturing companies, dissolved law firm, medical clinics and others. Manage process to maximize recoveries, lead and manage claim processes, collect judgments and provide remedies for all parties involved.
- Assist with financial advisory engagements to prepare and implement: turnaround plans, creditor communication / negotiation, cash flow management and conduct forensic accounting of complex partnerships, investment funds, operating businesses and Ponzi schemes. Report on collateral position and recovery solutions for lenders and borrowers.
- Served as lead engagement manager for receivership and interim CRO / CEO role for multi-million-dollar family business with three divisions. Managed cash flow during critical period while under significant financial distress; negotiated with vendors / suppliers to continue operations; managed reporting, employees; operated business as a going concern. Successfully sold underperforming business unit through global investment banking process and refinanced two other divisions. Payoff secured creditor and restore possession to owners.
- Served on interim CEO / CRO assignment for a national distributor of bedding plants, shrubs, and ornamental plants to lead the company post-acquisition through 363 BK auction. Assisted with key functions of transition and wind-down, including Finance, Operations, Production Distribution, HR and employee matters (for over 1,000 employees). Company sold products to big-box companies including Home Depot, Lowes and Walmart with \$100 million in annual sales.
- Managed receivership for a wholesale business with ten locations. Manage the consolidation, sale



STAPLETON
GROUP

of the business as a going concern, liquidation of inventory, going out of business sale and collection of accounts receivable.

- Serve as lead engagement manager for network of 5 Urgent Care clinics and oversee all operations, financial reporting, billing, collections, staffing, and comply with all HIPAA guidelines. Control all collateral and manage cash flow and vendor relationships during critical period of transition to either sell or dissolve entities. Oversee collateral reporting during pending bankruptcy.
- Manage complexities of partnership disputes, dissolutions, wind-downs and disposition of businesses and assets across a variety of industries.

Ernst & Young LLP

Senior Auditor – Financial Services Office, Asset Management

New York, NY

2006 – 2010

- Developed audit strategies and completed audit testing for Hedge Fund and Fund of Fund clients, including Fortress Investment Group LLC (NYSE:FIG) and Arden Asset Management LLC. Prepared quarterly and year-end financial statements and all footnotes and other disclosures.
- Completed rotation in firm's advisory practice; services included review of department processes and flowcharting of investment strategies and processes at Goldman Sachs Group, Inc. (NYSE: GS).
- Performed extensive review of financial statements, including disclosure requirements for recent accounting pronouncements, assessment of balance sheet and income statement analytics, and wrote narratives and memos relating to key processes. Led teams and engagement deliverables.

New York, NY

Intern – Audit, Financial Services Office, Banking and Capital Markets

2005

- Performed internal control work for Hewlett Packard Financial Services, a leasing company, relating to the implementation of Sarbanes-Oxley compliance.
- Identified and documented any weaknesses as a part of the requirements under Section 404 of the Sarbanes-Oxley Act of 2002, including loopholes relating to segregation of duties and due diligence.
- Updated process narratives and fine-tuned controls in the firm's audit tool for the audit of International Securities Exchange, LLC, an electronic equity options exchange.

JP Morgan Chase & Co. (NYSE: JPM)

Intern – Treasury & Security Services, Global Debt

London, UK

2005

- Analyzed and enhanced internal functions of the Global Debt Department; completed due diligence and compiled research on current trends in the European bond market and the economic health of EU countries to aid in decision-making for placement of new services.
- Evaluated competitor's marketing materials and developed a comparative matrix to identify best practices and summarize J.P. Morgan's strengths and weaknesses compared to its peers.

ACADEMIC

- Syracuse University, B.S. Accounting

OTHER

- Organizations: California Receivers Forum (Board Member); California Bankruptcy Forum; NAFER; Risk Management Association



Effective January 1, 2021:

SCHEDULE OF HOURLY RATES BY POSITION*

Principal / Senior Managing Director	\$395
Managing Director	\$345
Director, Financial Advisory	\$325
Director, Operations	\$275
Senior Associate	\$250
Controller	\$225
Senior Accountant	\$175
Paralegal	\$135
Clerical	\$ 95

REIMBURSABLE COSTS**

Postage	At cost
Photocopies	\$.12 per copy
Messenger/Delivery	At cost
Court Filing Service	At cost
Telephone	At cost
Bond	At cost
Travel, Meals & Expenses	At cost

* Rates for specific personnel may vary slightly from the above based on experience levels but will not exceed these values for the given category of work performed.

EXHIBIT 2

From: Horvath, Luz
Sent: Tuesday, July 13, 2021 3:45 PM
To: 'DC16Inbox@ClarkCountyCourts.us'
Cc: Waite, Dan R.; 'aleveque@sdfnvlaw.com'; 'rgraf@blackwadhams.law'
Subject: Pacific Western Bank v. Vincent T. Schettler, et al. A-14-710645-B Order(1) Appointing Receiver Over Judgment Debtor Vincent T. Schettler's Assets and (2) Denying Counter-motion for Special Master
Attachments: Order Appointing Receiver Over Vincent T. Schettler's Assets (7-13-21) (114983194.1).docx; Order Appointing Receiver Over Vincent T. Schettler's Assets (7-13-21)(114983194.1).pdf

Good afternoon, for Judge's consideration and approval, attached please find in PDF and word form, Pacific Western Bank's proposed Order(1) Appointing Receiver Over Judgment Debtor Vincent T. Schettler's Assets and (2) Denying Counter-motion for Special Master.

Thank you.

Luz Horvath
Legal Administrative Assistant

lhovath@lewisroca.com

D. 702.474.2649

LEWIS  ROCA

3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169-5996
lewisroca.com

LEWIS ROCA ROTHGERBER CHRISTIE LLP

Learn more about the new Lewis Roca brand at lewisroca.com. Please note my new email address lhovath@lewisroca.com.

ORD

Dan R. Waite, State Bar No. 4078

DWAITE@lrrc.com

LEWIS ROCA ROTHGERBER CHRISTIE LLP

3993 Howard Hughes Parkway, Suite 600

Las Vegas, NV 89169

Tel: 702.949.8200

Fax: 702.949.8398

Attorneys for Plaintiff

Pacific Western Bank, a California corporation

DISTRICT COURT

CLARK COUNTY, NEVADA

PACIFIC WESTERN BANK, a California corporation,

Plaintiff/Judgment Creditor,

v.

JOHN A. RITTER, an individual; DARREN D. BADGER, an individual; VINCENT T. SCHETTLER, an individual; and DOES 1 through 50,

Defendants/Judgment Debtors.

Case No. A-14-710645-F

Dept. No. XVI

ORDER (1) APPOINTING RECEIVER OVER JUDGMENT DEBTOR VINCENT T. SCHETTLER'S ASSETS and (2) DENYING COUNTERMOTION FOR SPECIAL MASTER

Date of Hearing: April 28, 2021

Time of Hearing: 9:00 a.m.

On April 28, 2021, at 9:00 a.m. in Department XVI of the above-captioned Court, (1) Plaintiff/Judgment Creditor PACIFIC WESTERN BANK's (hereinafter "PacWest") Motion for Appointment of a Receiver Over Judgment Debtor Vincent T. Schettler's Assets ("Motion"), and (2) Defendant/Judgment Debtor VINCENT T. SCHETTLER's (hereinafter "Schettler") Countermotion for Appointment of Special Master ("Countermotion"), came on for hearing. Dan R. Waite of Lewis Roca Rothgerber Christie LLP appeared on behalf of PacWest. J. Rusty Graf of Black & Wadhams and Alexander G. LeVeque of Solomon Dwiggin Freer & Steadman, Ltd., appeared on behalf of Defendant/Judgment Debtor VINCENT T. SCHETTLER.¹ Based on the

¹ As used throughout this Order, the term "Schettler" shall mean the judgment debtor, Vincent T. Schettler, in his individual capacity.

1 papers and pleadings on file, the arguments of counsel, and good cause appearing, the Court rules
2 as follows:

3 IT IS ORDERED that PacWest's Motion is GRANTED and Schettler's Countermotion is
4 DENIED.

5 The Court has reviewed the conditions upon which a receiver can be appointed post-
6 judgment under (a) California law pursuant to California Civil Procedure Code § 708.620 (2019),
7 versus (b) Nevada law as set forth pursuant to NRS 32.010(4). This appears to be a question of
8 first impression in Nevada. Unlike California, under the Nevada statutory scheme the
9 appointment of a receiver is not a remedy of last resort because Nevada law does not require the
10 Court to consider the interests of both the judgment creditor and the judgment debtor, and
11 whether the appointment of a receiver is a reasonable method to obtain the fair and orderly
12 satisfaction of the judgment. Under the Nevada statute, "[a]fter judgment, to dispose of the
13 property according to the judgment, . . . in proceedings in aid of execution, when an execution has
14 been returned unsatisfied, or when the judgment debtor refuses to apply the judgment debtor's
15 property in satisfaction of the judgment," a receiver may be appointed by the Court. *See* NRS
16 32.010(4). In the instant action, PacWest has utilized the standard debt collection procedures as
17 set forth in its motion, i.e., judgment debtor examination, requests for production of documents
18 from the judgment debtor, subpoena for documents from numerous third parties, writs of
19 garnishment, writs of execution, etc.

20 In light of the foregoing, the Court finds that it is appropriate to appoint a receiver under
21 the circumstances presented here and makes the following Findings of Fact and Conclusions of
22 Law:

23 **FINDINGS OF FACT**

24 1. PacWest obtained a lawful judgment against Schettler in 2014, which judgment
25 has a current outstanding balance of approximately \$3,000,000.

26 2. Schettler lives an affluent lifestyle but has not voluntarily paid anything on the
27 judgment in more than six years. For example:
28

1 a. Schettler purchased a \$2,000,000 home in a gated and guarded community
2 during the summer of 2019. Title to the home was taken in the name of the Schettler Family
3 Trust.

4 b. Associated with the purchase of that home, Schettler qualified for a
5 \$1,500,000 loan by representing his income was \$77,231 per month, i.e., more than \$926,000
6 annually.

7 c. On one AMEX Centurion card (aka “Black Card”), which Schettler is
8 individually obligated to pay, the Schettlers have a history of charging and paying more than
9 \$40,000 per month. In December 2018, the charges exceeded \$100,000, which were paid in full
10 the next month. In late 2019 (over a period of 50 days), Schettler used the AMEX card to pay
11 \$206,983.72 to one of the many law firms he retains.

12 3. In November 2020, PacWest attempted to execute upon Schettler’s personal
13 property located at his home but Schettler, upon the advice of counsel, denied access to the
14 Constable’s agents and thwarted any satisfaction of the judgment pursuant to the writ of
15 execution.

16 4. Schettler controls a complex network of companies and trusts in an attempt to
17 make himself judgment proof. For example, Schettler is self-employed by Vincent T. Schettler,
18 LLC and he goes to work every day for that company. However, Schettler decides when and how
19 much he gets paid and he pays himself very infrequently.

20 5. Even if Schettler pays himself only infrequently, he refuses to apply any of his
21 property towards satisfaction of PacWest’s judgment. Indeed, on two separate occasions,
22 Schettler has represented in open court that he offered to pay PacWest \$1,000,000 in settlement of
23 the judgment he owes PacWest. (*See* Hrg. Trans. (7/29/20) at 13:12-13, and Hrg. Trans.
24 (10/14/20) at 13:19-20). Thus, while Schettler admits he has access to at least \$1,000,000 to pay
25 toward the judgment, he refuses to pay anything voluntarily, i.e., in the language of NRS
26 32.010(4), he “refuses to apply [his] property in satisfaction of the judgment.”

27 6. Schettler’s employer, Vincent T. Schettler, LLC, is an operational entity for the
28 commission income Schettler earns as a licensed real estate broker. In other words, Schettler

1 provides valuable services as a real estate broker and he, the judgment debtor, earns the
2 commissions. Yet, the compensation and commissions earned by Schettler are not paid to
3 Schettler. Instead, Schettler, through his control of Vincent T. Schettler, LLC, pays his own
4 commissions and other compensation directly to the Schettler Family Trust, which then pays
5 Schettler's living expenses.

6 7. Since 2014, Schettler has thumbed his nose at PacWest's judgment and attempted
7 to thwart and frustrate PacWest's collection efforts at every opportunity, forcing PacWest to incur
8 hundreds of thousands of dollars in post-judgment collection efforts, none of which prompted
9 Schettler to pay anything.

10 8. Schettler is a very recalcitrant judgment debtor.

11 9. This Court has previously found that Schettler has not acted in good faith and,
12 instead, has acted in bad faith; he's unreasonably multiplied these proceedings; has engaged in
13 stonewalling; and has acted to delay and obfuscate as long as possible. (*See* Order (filed 9/10/20)
14 at Findings 31-32, 38-39, 42). The Court confirms and incorporates those Findings here.

15 10. As demonstrated by Schettler's misrepresentations to his lender (where, in 2019,
16 he misrepresented that he had no judgments against him and that he was not a party to any
17 lawsuits), the Court finds that Schettler will falsify the truth while in the very act of
18 acknowledging it is a federal crime to do so.

19 11. The Court finds that Schettler cannot be trusted to tell the truth. He will say and
20 do whatever is expedient to serve his purposes in the moment and to thwart PacWest's lawful
21 collection efforts. A receiver is needed to obtain trustworthy information.

22 12. A receiver is also needed (1) because Schettler is "a judgment debtor with direct or
23 indirect access to substantial wealth and assets, who [has] frustrated [PacWest's] considerable
24 efforts to collect its judgment," and (2) to "investigate and determine what assets [Schettler]
25 possesses, whether in the LLC's or otherwise, and to determine whether the arrangements are a
26 subterfuge for avoiding [Schettler's personal] debt." *Morgan Stanley Smith Barney LLC v.*
27 *Johnson*, 952 F.3d 978, 983 (8th Cir. 2020) (internal quotation marks omitted); *accord*, *Otero v.*
28

1 Vito, 2008 WL 4004979, at *4 (M.D. Ga. 2008) (a receiver was needed to “unravel[] the
2 complicated web of entities and transactions woven by [the judgment debtors]”).

3 13. Any findings of fact that are partially or completely conclusions of law shall be
4 deemed conclusions of law.

5 **CONCLUSIONS OF LAW**

6 1. NRS 1.210 provides: “Every court shall have power: . . . 3. To compel obedience
7 to its lawful judgments”

8 2. NRS 32.010 provides: “A receiver may be appointed by the court in which an
9 action is pending, . . . 4. After judgment, . . . in proceedings in aid of execution, when an
10 execution has been returned unsatisfied, or when the judgment debtor refuses to apply the
11 judgment debtor’s property in satisfaction of the judgment.”

12 3. A receiver is an officer and agent of the Court. *See U.S. Bank Nat’l Ass’n v.*
13 *Palmilla Dev. Co.*, 131 Nev. 72, 77, 343 P.3d 603, 606 (2015) (“the receiver, for all intents and
14 purposes, acts as a court’s proxy”).

15 4. A receiver is warranted here under NRS 32.010(4) for the following three reasons:
16 (1) to aid PacWest’s execution rights against Schettler, (2) a writ of execution was returned
17 unsatisfied, and (3) Schettler refuses to apply any of his property toward satisfaction of the
18 judgment. *See Morgan Stanley Smith Barney LLC v. Johnson*, 952 F.3d 978, 981 (8th Cir. 2020)
19 (receivership appropriate “to protect a judgment creditor’s interest in a debtor’s property when[,
20 as here,] the debtor has shown an intention to frustrate attempts to collect the judgment.”).

21 5. NRS 32.010(4) does not require evidence of fraudulent transfers, alter ego, or post-
22 judgment planning by the judgment debtor before the court may appoint a receiver.

23 6. Nevada’s statutory scheme does not preclude the appointment of a receiver over an
24 individual judgment debtor, like Schettler. *See* NRS 32.175, 32.185, 32.155, 32.160, and
25 32.300(2).

26 7. Given that Schettler has not voluntarily paid anything in more than six years since
27 the judgment was entered against him but has somehow managed to live opulently, the receiver
28

1 should be given broad powers to locate and apply property of Schettler in satisfaction of the
2 judgment, including commissions Schettler may be entitled to receive.

3 8. Given the complex network of trusts and business entities under Schettler's
4 control, the receiver should be given broad powers to pursue alter ego and fraudulent transfer
5 claims if the receiver determines such are warranted.

6 9. Although Schettler claims his network of business entities and trusts is legitimate
7 business and asset protection planning, the "possibility of legitimate business coexisting with
8 fraudulent schemes" warrants a receiver. *See U.S. v. Hoffman*, 560 F. Supp.2d 772, 777 (D.
9 Minn. 2008). A receiver can sort out the legitimate from the fraudulent and thereby ensure
10 legitimate business is left alone and fraudulent schemes are dismantled.

11 10. NRCP 53(a)(2) relevantly provides:

12 "(2) **Scope.** Unless a statute provides otherwise, a court may appoint a master
13 only to:

14 "(A) perform duties consented to by the parties;

15 "(B) address pretrial or posttrial matters that cannot be effectively and
16 timely addressed by an available judge; or

17 "(C) in actions or on issues to be decided without a jury, hold trial
18 proceedings and recommend findings of fact, conclusions of law,
19 and a judgment, if appointment is warranted by:

20 "(i) some exceptional condition; or

21 "(ii) the need to perform an accounting or resolve a difficult
22 computation of damages."

23 11. With respect to NRCP 53(a)(2)(A), PacWest did not consent to a master
24 performing any of the duties described in the Countermotion so a master cannot be appointed
25 under NRCP 53(a)(2)(A).

26 12. With respect to NRCP 53(a)(2)(B), there has been no evidence or allegation that
27 the Court cannot "effectively and timely" address the issues in this case, and the Court can
28

1 continue to “effectively and timely” address the issues here; so a master is not warranted under
2 NRCP 53(a)(2)(B).

3 13. With respect to NRCP 53(a)(2)(C), this action has not presented any “exceptional
4 condition” that requires assistance from a master. Nor does this case present a “need to perform
5 an accounting or resolve a difficult computation of damages.” A master is not warranted under
6 NRCP 53(a)(2)(C).

7 14. A master is not warranted in this case.

8 15. Any conclusions of law that are partially or completely findings of fact shall be
9 deemed findings of fact.

10 **ORDER**

11 Therefore, IT IS ORDERED that a receiver shall be appointed over the Receivership
12 Estate of Vincent T. Schettler. For purposes of this Order, the “Receivership Estate” shall consist
13 of all of Vincent T. Schettler’s right, title, claims, demands and/or interest, including community
14 property interest, in property and other assets of any kind and nature, including, but not limited to
15 real, personal, intangible, and inchoate property and property held in trust, that Schettler currently
16 has or may hereafter acquire, and includes “receivership property” as defined in NRS 32.185.
17 The Court intends “Receivership Estate” and the terms of this Order to be interpreted broadly to
18 facilitate the lawful satisfaction of PacWest’s judgment against Schettler.

19 IT IS FURTHER ORDERED that Cordes & Company, LLC, by and through Bellann
20 Raile, is hereby appointed receiver in this action (the “Receiver”) over the Receivership Estate,
21 subject to the condition that before entering upon its duties as Receiver, its shall execute a
22 Receiver's oath and post a cash bond, or bond from an insurer, in the sum of \$5,000.00, to secure
23 the faithful performance of its duties as Receiver herein. The Receiver’s oath and bond are to be
24 filed with the Clerk of Court no later than August 1, 2021. Prior to the Receiver posting its bond,
25 Plaintiff PacWest shall advance \$6,000.00 to the Receiver to cover its cost to post a bond and
26 initial fees and expenses. This advance will be added to the judgment Schettler owes to PacWest.

27 IT IS FURTHER ORDERED that any distributions, commissions, payments, or other
28 monetary consideration (collectively, “Disbursements”) Schettler is or becomes entitled to

1 receive, directly or indirectly, during the term of this receivership shall be paid and tendered to
2 the Receiver, not Schettler, including, but not limited to, Disbursements from: (1) Vincent T.
3 Schettler, LLC, (2) VTS Nevada, LLC, (3) Vision Commercial One, LLC, (4) S&G Partners,
4 LLC, (5) Mosaic Commercial Advisors, LLC (6) Mosaic Development, LLC, (7) Mosaic Land
5 Fund, (8) Mosaic Land Fund Two, LLC, (9) Mosaic Land 1 LLC, (10) Mosaic Land 2 LLC, (11)
6 Mosaic Three, LLC, (12) Mosaic Five, LLC, (13) Mosaic Six, LLC, (14) Mosaic Seven, LLC,
7 (15) Mosaic Hollywood 247, LLC, (16) Mosaic Simmons LLC, (17) VTS Investments LLP, (18)
8 Vision Home Sales II LLC, (19) Investor Equity Homes, LLC, (20) West Henderson 140 LLC,
9 (21) Multi Acquisitions, LLC, (22) HCR Unit F3 Owners LLC, (23) ND Holdings, LLC (LV
10 series), (24) ND Holdings, LLC (Hndrsn series), and (25) Mosaic CC Mgr, LLC. Schettler shall
11 provide a copy of this Order to any person or entity he anticipates receiving a Disbursement from
12 and instruct them in writing that all Disbursements are to be paid and tendered to the Receiver,
13 and Schettler shall promptly send a copy of the written instruction to the Receiver.

14 Notwithstanding the foregoing, if Schettler receives a referenced Disbursement, he shall
15 immediately (a) advise the Receiver of such, and (b) deliver the Disbursement in full to the
16 Receiver.

17 IT IS FURTHER ORDERED that any Disbursement Schettler is or becomes entitled to
18 receive, directly or indirectly, during the term of this receivership from any trust, including, but
19 not limited to, the Schettler Family Trust, including, but not limited to, payments from trust assets
20 for the benefit of Schettler, shall be paid and tendered to the Receiver, not Schettler. Schettler
21 shall provide a copy of this Order to the trustee(s) of any trust he anticipates receiving a
22 Disbursement from and instruct the trustee(s) in writing that all Disbursements, for his benefit, or
23 on his behalf, are to be paid and tendered to the Receiver, and Schettler shall promptly send a
24 copy of the written instruction to the Receiver. Notwithstanding the foregoing, if Schettler
25 receives a referenced trust Disbursement, he shall immediately deliver such to the Receiver.

26 IT IS FURTHER ORDERED that the Receiver is directed by this Court to do the
27 following specific acts:
28

1 1. Immediately take possession, control, and management of the Receivership Estate,
2 and shall have all power and authority of a receiver provided by law, including, but not limited to,
3 the following powers and responsibilities:

- 4 a. The Receiver is authorized and empowered to liquidate non-exempt assets
5 of the Receivership Estate and/or apply the non-exempt portion of the
6 proceeds to satisfaction of the judgment that Schettler owes to PacWest.
- 7 b. The Receiver is authorized and empowered to seize, operate, manage,
8 control, conduct, care for, preserve, and maintain the Receivership Estate,
9 wherever located. In this regard, the Receiver is authorized to the fullest
10 extent allowed by law to manage, operate and make all decisions and
11 exercise all discretion on behalf of the Receivership Estate, including to the
12 same extent Schettler could have made or exercised regarding the
13 Receivership Estate before appointment of the Receiver.
- 14 c. The Receiver may change the locks, if any, providing access to the
15 Receivership Estate, so long as changing the locks does not interfere with
16 Schettler's access to his personal residence, and to do all other things
17 which the Receiver deems necessary to protect the Receivership Estate.
- 18 d. The Receiver is further authorized to take possession of and collect any
19 accounts, distributions, commissions, exempt wages and bonuses, chattel
20 paper, and general intangibles of every kind hereafter arising out of the
21 Receivership Estate and to have full access to and, if it desires, take
22 possession of all the books and records, ledgers, financial statements,
23 financial reports, documents and all other records (including, but not
24 limited to, information contained on computers and any and all software
25 relating thereto) relating to the foregoing, wherever located, as the
26 Receiver deems necessary for the proper administration of the Receivership
27 Estate.
28

- e. The Receiver is authorized and empowered to demand any and all records from any and all banks and other financial institutions holding accounts which constitute part of the Receivership Estate, including past or closed accounts in existence at any time on or after January 1, 2014.
- f. The Receiver shall preserve and protect the assets, tax records, books and records, wherever located, while it acts to operate the affairs of the Receivership Estate. Notwithstanding anything to the contrary herein, Schettler, not the Receiver, shall be responsible for preparing and filing Schettler's state and federal tax returns. However, (1) the Receiver shall timely cooperate with Schettler and his tax preparer as they may reasonably request so that they (i.e., Schettler and/or his tax preparer) can timely prepare and file Schettler's tax returns, and (2) Schettler shall provide (or cause his tax preparer to provide) a copy of each state and federal tax return to the Receiver promptly after the return is filed.
- g. The Receiver is authorized and empowered to execute and prepare all documents and to perform all acts, either in the name of Schettler or, as applicable, in the Receiver's own name, which are necessary or incidental to preserve, protect, manage and/or control the Receivership Estate. In particular, the Receiver shall have the authority, without limitation, to immediately cancel, extend, modify or enter into any existing or new contracts or leases necessary to operate the Receivership Estate.
- h. The Receiver is authorized and empowered to demand, collect, and receive all monies, funds, commissions, distributions, and payments arising from or in connection with any sale and/or lease of any assets of the Receivership Estate, including related to any services provided by Schettler.
- i. The Receiver may take possession of all Receivership Estate accounts and safe deposit boxes, wherever located, and receive possession of any money or other things on deposit in said accounts or safe deposit boxes. The

Receiver also has the authority to close any account(s) that the Receiver deems necessary for operation or management of the Receivership Estate. Institutions that have provided banking or other financial services to Schettler are instructed to assist the Receiver, including by providing records that the Receiver requests. These institutions may charge their ordinary rates for providing this service.

- j. The Receiver is empowered to establish accounts at any bank or financial institution the Receiver deems appropriate in connection with the operation and management of the Receivership Estate. The Receiver is authorized to use the Defendant's tax identification number to establish such accounts. Any institutions that have accounts and/or funds that are part of the Receivership Estate shall turnover said accounts and/or funds to the custody and control of the Receiver and that institution shall not be held liable for turnover of funds.
- k. To the extent feasible, the Receiver shall, within thirty (30) days of its qualification hereunder, file in this action an inventory of all property the Receiver took possession of pursuant to this Order and file quarterly accountings thereafter.
- l. The Receiver is authorized to institute ancillary proceedings in this state or other states as necessary to obtain possession and control of assets of the Receivership Estate, including, without limitation, to pursue claims for alter ego and fraudulent transfers.
- m. The Receiver is empowered to serve subpoenas when necessary with court approval.
- n. Any entities in which Schettler holds an interest are ordered to turn over to the Receiver any funds, profits, cash flow or property that would otherwise be distributable to Schettler, which the Receiver may use in satisfaction of the judgment Schettler owes to PacWest.

- o. The Receiver is authorized to contact any of Schettler's debtors ("Accounts Receivable Debtors") in order to advise them not to send further accounts receivable payments to Schettler and to instruct the Accounts Receivable Debtors to send any and all payments directly to the Receiver.
- p. The Receiver is authorized to borrow funds from PacWest as may be necessary to satisfy the costs and expenses of the receivership and issue Receiver's Certificates, Certificates of Indebtedness, or similar instruments (individually, a "Certificate" and collectively, the "Certificates"), up to an initial aggregate total of \$25,000, evidencing the secured obligation of the Receivership Estate (and not the Receiver individually) to repay such sums; the principal sum of each such Certificate, together with reasonable interest thereon, shall be payable out of the next available funds from any other assets subject to the Receiver's authority and control. In the event that the Receiver determines, in its reasonable business judgment, that Certificates in excess of an aggregate of \$25,000 are necessary to fund the present receivership, it may issue such Certificates to PacWest upon PacWest's written consent and agreement, and without further order of this Court.

2. Even though the Uniform Commercial Real Estate Act does not apply here, the Receiver shall exercise the powers and duties set forth in NRS 32.290, NRS 32.295, NRS 32.315, and NRS 32.320 to the extent reasonably deemed necessary to effectuate the purposes of this Order, which is the satisfaction of the judgments in favor of PacWest.

3. The Receiver is also authorized, but not obligated, to perform the following:

- a. Hire and pay (from Receivership Estate assets) the fees and costs of any professionals, including attorneys, accountants, and property managers to aid and counsel the Receiver in performing its duties.
- b. Hire contractors to evaluate and make repairs to assets of the Receivership Estate.

- 1 c. Pay (from Receivership Estate assets) such other and ordinary expenses
2 deemed appropriate by the Receiver to carry out the Receiver's duties as
3 specified herein.
- 4 d. Pay the Receiver's fees and costs from Receivership Estate assets.
- 5 4. Quarterly accounting of Receiver's efforts, income, expenses, and fees ("Receiver's
6 Report"):
- 7 a. Each quarter, the Receiver shall prepare and serve on the parties a report
8 identifying (1) the issues it is addressing, (2) an accounting of revenues
9 received, (3) an accounting of expenses incurred, in the administration of
10 the Receivership Estate, including an itemization of the Receiver's own
11 fees and costs incurred for the reported period, and (4) an accounting of
12 payments made to PacWest, if any, in full or partial satisfaction of the
13 judgment Schettler owes to PacWest.
- 14 b. The Receiver and its attorneys, accountants, agents and consultants shall be
15 compensated from the assets of the Receivership Estate for its normal
16 hourly charges and for all expenses incurred in fulfilling the terms of this
17 Order. The compensation for the Receiver's principal (Bellann Raile) shall
18 be at the rate of \$325 per hour. Compensation for the Receiver's other
19 personnel, agents, and consultants shall be at their customary hourly rates.
20 The Receiver shall also be compensated for photocopying, long distance
21 telephone, postage, travel (except travel to and from Nevada necessitated
22 because the Receiver's office is located outside Nevada) and other
23 expenses at actual cost. The Receiver may periodically pay itself and its
24 attorneys, accountants, agents and consultants from the assets of the
25 Receivership Estate, provided that the Receiver shall apply to the Court for
26 approval of these charges quarterly.

27 IT IS FURTHER ORDERED that PacWest, Schettler, and all other parties to this action,
28 including any of their respective agents, servants, directors, assignees, successors, representatives,

employees, and all persons or entities acting under, or in concert with them, or for them, are required to cooperate with the Receiver and shall immediately turn over to the Receiver possession, custody, and control of all books and records pertaining to the Receivership Estate, wherever located, whether electronic or hardcopy, as the Receiver deems necessary for the proper administration, management and/or control of the Receivership Estate, necessary to carry out any of the Receiver's duties as set forth in this Order, including but not limited to: all keys, codes, locks, usernames, passwords, security questions to access any systems / online portals, etc. necessary to operate the business, records, books of account, ledgers, and all documents and papers pertaining to the Receivership Estate.

IT IS FURTHER ORDERED that Schettler and his agents shall not interfere in any manner with the discharge of the Receiver's rights vested or duties imposed by this Order.

IT IS FURTHER ORDERED that Schettler shall not collect any debts or demands due to him, except as may be requested by or approved in advance by the Receiver in writing.

IT IS FURTHER ORDERED that Schettler shall not commit or permit any waste of the Receivership Estate or take any action to avoid, hinder, delay, or evade the effect of this Order.

IT IS FURTHER ORDERED that Schettler shall not pay out, assign, sell, convey, transfer, encumber, or deliver any of his assets to any person or entity other than the Receiver, except as may be requested by or approved in advance by the Receiver in writing.

IT IS FURTHER ORDERED that Schettler shall not act or fail to act in a manner that, directly or indirectly, hinders, delays, or obstructs the Receiver in the conduct of its duties or otherwise interferes in any manner with the Receiver and the performance of its rights or duties pursuant to this Order.

////

////

////

////

////

////

1 IT IS FURTHER ORDERED that the Receiver, or any party to this action, may apply to
2 this Court for further orders instructing the Receiver. This Order shall remain in full force and
3 effect until further order of this Court.

4 **IT IS SO ORDERED.**

5
6 _____
7
8 Submitted by:
9 LEWIS ROCA ROTHGERBER CHRISTIE LLP

10
11 By: /s/ Dan R. Waite
12 Dan R. Waite, Esq.
13 Nevada State Bar No. 4078
14 3993 Howard Hughes Parkway, Suite 600
15 Las Vegas, Nevada 89169
16 *Attorneys for Plaintiff/Judgment Creditor*
17 *Pacific Western Bank*

18
19 Agreement was not reached on the form or content
20 of this order. PacWest's counsel understands that
21 Mr. Schettler will submit a competing order.
22
23
24
25
26
27
28

EXHIBIT 3

From: Alexander LeVeque <aleveque@sdfnlaw.com>
Sent: Tuesday, July 13, 2021 4:51 PM
To: 'DC16Inbox@ClarkCountyCourts.us'
Cc: Waite, Dan R.; 'rgraf@blackwadhamslaw'; Horvath, Luz; Allie Carnival
Subject: Pacific Western Bank v. Vincent T. Schettler, et al. A-14-710645-B Order(1) Appointing Receiver Over Judgment Debtor Vincent T. Schettler's Assets and (2) Denying Counter-motion for Special Master
Attachments: Schettler Proposed Receiver Order.docx; Schettler Proposed Receiver Order.pdf

[EXTERNAL]

To Whom It May Concern:

Attached in PDF and Word format is Defendant Vincent T. Schettler's proposed Order(1) Appointing Receiver Over Judgment Debtor Vincent T. Schettler's Assets and (2) Denying Counter-motion for Special Master for the Court's consideration. A separate objection to Plaintiff's proposed Order will be filed with the Court.

Sincerely,

Alexander G. LeVeque
SOLOMON DWIGGINS FREER & STEADMAN, LTD.
Cheyenne West Professional Center | 9060 W. Cheyenne Avenue | Las Vegas, NV 89129
Direct: 702.589.3508 | Office: 702.853.5483 | Facsimile: 702.853.5485
Email: aleveque@sdfnlaw.com | Website: www.sdfnlaw.com
www.facebook.com/sdfnlaw
www.linkedin.com/company/solomon-dwiggins-&-freer-ltd-



**SOLOMON | DWIGGINS
FREER | STEADMAN** LTD
TRUST AND ESTATE ATTORNEYS



 ***Please consider the environment before printing this email.***

This message contains confidential information and may also contain information subject to the attorney client privilege or the attorney work product rules. If you are not the intended recipient, please delete the message and contact Solomon Dwiggins Freer & Steadman, Ltd. at 702-853-5483. Any disclosure, copying, distribution, reliance on or use of the contents of this message by anyone other than the intended recipient is prohibited.

From: Horvath, Luz
Sent: Tuesday, July 13, 2021 3:45 PM
To: 'DC16Inbox@ClarkCountyCourts.us'
Cc: Waite, Dan R. ; Alexander LeVeque ; 'rgraf@blackwadhamslaw'
Subject: Pacific Western Bank v. Vincent T. Schettler, et al. A-14-710645-B Order(1) Appointing Receiver Over Judgment Debtor Vincent T. Schettler's Assets and (2) Denying Counter-motion for Special Master

Good afternoon, for Judge's consideration and approval, attached please find in PDF and word form, Pacific Western Bank's proposed Order(1) Appointing Receiver Over Judgment Debtor Vincent T. Schettler's Assets and (2) Denying Countermotion for Special Master.

Thank you.

Luz Horvath

Legal Administrative Assistant

lhovath@lewisroca.com

D. 702.474.2649



3993 Howard Hughes Parkway, Suite 600

Las Vegas, Nevada 89169-5996

lewisroca.com

LEWIS ROCA ROTHGERBER CHRISTIE LLP

*Learn more about the new Lewis Roca brand at
lewisroca.com. Please note my new email address
lhovath@lewisroca.com.*

This message and any attachments are intended only for the use of the individual or entity to which they are addressed. If the reader of this message or an attachment is not the intended recipient or the employee or agent responsible for delivering the message or attachment to the intended recipient you are hereby notified that any dissemination, distribution or copying of this message or any attachment is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender. The information transmitted in this message and any attachments may be privileged, is intended only for the personal and confidential use of the intended recipients, and is covered by the Electronic Communications Privacy Act, 18 U.S.C. §2510-2521.

DISTRICT COURT
CLARK COUNTY, NEVADA

PACIFIC WESTERN BANK, a California corporation,

Plaintiff/Judgment Creditor,

v.

JOHN A. RITTER, an individual; DARREN D. BADGER, an individual; VINCENT T. SCHETTLER, an individual; and DOES 1 through 50,

Defendants/Judgment Debtors.

Case No. A-14-710645-F

Dept. No. XVI

**ORDER (1) APPOINTING RECEIVER
OVER JUDGMENT DEBTOR VINCENT
T. SCHETTLER'S ASSETS and
(2) DENYING COUNTERMOTION FOR
SPECIAL MASTER**

On April 28, 2021, at 9:00 a.m. in Department XVI of the above-captioned Court, (1) Plaintiff/Judgment Creditor PACIFIC WESTERN BANK's (hereinafter "PacWest") Motion for Appointment of a Receiver Over Judgment Debtor Vincent T. Schettler's Assets ("Motion"), and (2) Defendant/Judgment Debtor VINCENT T. SCHETTLER's (hereinafter "Schettler") Countermotion for Appointment of Special Master ("Countermotion"), came on for hearing. Dan R. Waite of Lewis Roca Rothgerber Christie LLP appeared on behalf of PacWest. Alexander G. LeVeque of Solomon Dwiggin Freer & Steadman, Ltd., appeared on behalf of Defendant/Judgment Debtor VINCENT T. SCHETTLER.¹ Based on the papers and pleadings on file, the arguments of counsel, and good cause appearing, the Court rules as follows:

IT IS ORDERED that PacWest's Motion is GRANTED and Schettler's Countermotion is DENIED.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Court has reviewed the conditions upon which a receiver can be appointed post-judgment under (a) California law pursuant to California Civil Procedure Code § 708.620 (2019), versus (b) Nevada law as set forth pursuant to NRS 32.010(4). This appears to be a question of

¹ As used throughout this Order, the term "Schettler" shall mean the judgment debtor, Vincent T. Schettler, in his individual capacity.

1 first impression in Nevada. Unlike California, under the Nevada statutory scheme the appointment
2 of a receiver is not a remedy of last resort because Nevada law does not require the Court to consider
3 the interests of both the judgment creditor and the judgment debtor, and whether the appointment
4 of a receiver is a reasonable method to obtain the fair and orderly satisfaction of the judgment.
5 Under the Nevada statute, “[a]fter judgment, to dispose of the property according to the judgment,
6 . . . in proceedings in aid of execution, when an execution has been returned unsatisfied, or when
7 the judgment debtor refuses to apply the judgment debtor’s property in satisfaction of the
8 judgment,” a receiver may be appointed by the Court. *See* NRS 32.010(4). In the instant action,
9 PacWest has utilized the standard debt collection procedures as set forth in its motion, i.e., judgment
10 debtor examination, requests for production of documents from the judgment debtor, subpoena for
11 documents from numerous third parties, writs of garnishment, writs of execution, etc. In light of
12 the foregoing, the Court finds that it is appropriate to appoint a receiver under the circumstances
13 presented here.

14 **ORDER**

15 Therefore, IT IS ORDERED that a receiver shall be appointed over the Receivership Estate
16 of Vincent T. Schettler. For purposes of this Order, the “Receivership Estate” shall consist of all
17 of Vincent T. Schettler’s right, title, claims, demands and/or interest in property and other assets of
18 any kind and nature, including, but not limited to real, personal, intangible, and inchoate property,
19 that Schettler currently has or may hereafter acquire, and includes “receivership property” as
20 defined in NRS 32.185. The Court intends “Receivership Estate” and the terms of this Order to be
21 interpreted broadly to facilitate the lawful satisfaction of PacWest’s judgment against Schettler.

22 IT IS FURTHER ORDERED that, to the extent permissible under Nevada law, any
23 distributions, payments, or other monetary consideration (collectively, “Disbursements”) Schettler
24 is or becomes entitled to receive during the term of this receivership shall be paid and tendered to
25 the Receiver, not Schettler. Notwithstanding the foregoing, if Schettler receives a referenced
26 Disbursement, he shall immediately (a) advise the Receiver of such, and (b) deliver the
27 Disbursement in full to the Receiver.

1 IT IS FURTHER ORDERED that any Disbursement Schettler is or becomes entitled to
2 receive during the term of this receivership from any trust, including, but not limited to, the Schettler
3 Family Trust, shall be paid and tendered to the Receiver, not Schettler. Notwithstanding the
4 foregoing, if Schettler receives a referenced trust Disbursement, he shall immediately deliver such
5 to the Receiver.

6 IT IS FURTHER ORDERED that the Receiver is directed by this Court to do the following
7 specific acts:

8 1. Immediately take possession, control, and management of the Receivership Estate,
9 and shall have all power and authority of a receiver provided by law, including, but not limited to,
10 the following powers and responsibilities:

11 a. The Receiver is authorized and empowered, but not required, to seize,
12 operate, manage, control, conduct, care for, preserve, and maintain the
13 Receivership Estate, wherever located.

14 b. The Receiver is further authorized, but not required, to take possession of
15 and collect any accounts, distributions, commissions, non-exempt wages and
16 bonuses, chattel paper, and general intangibles of every kind hereafter arising
17 out of the Receivership Estate and to have full access to and, if it desires,
18 take possession of all the books and records, ledgers, financial statements,
19 financial reports, documents and all other records (including, but not limited
20 to, information contained on computers and any and all software relating
21 thereto) relating to the foregoing, wherever located, as the Receiver deems
22 necessary for the proper administration of the Receivership Estate.

23 c. The Receiver is authorized and empowered, but not required, to demand any
24 and all records from any and all banks and other financial institutions holding
25 accounts which constitute part of the Receivership Estate, including past or
26 closed accounts in existence at any time on or after January 1, 2014.

27 d. The Receiver shall preserve and protect the assets, tax records, books and
28 records, wherever located, while it acts to operate the affairs of the

1 Receivership Estate. Notwithstanding anything to the contrary herein,
2 Schettler, not the Receiver, shall be responsible for preparing and filing
3 Schettler's state and federal tax returns. However, (1) the Receiver shall
4 timely cooperate with Schettler and his tax preparer as they may reasonably
5 request so that they (i.e., Schettler and/or his tax preparer) can timely prepare
6 and file Schettler's tax returns, and (2) Schettler shall provide (or cause his
7 tax preparer to provide) a copy of each state and federal tax return to the
8 Receiver promptly after the return is filed.

9 e. The Receiver is authorized and empowered, but not required, to execute and
10 prepare all documents and to perform all acts in the Receiver's own name,
11 which are necessary or incidental to preserve, protect, manage and/or control
12 the Receivership Estate.

13 f. The Receiver is authorized and empowered, but not required, to demand,
14 collect, and receive all monies, funds, commissions, distributions, and
15 payments arising from or in connection with any sale and/or lease of any
16 assets of the Receivership Estate, including related to any services provided
17 by Schettler.

18 g. The Receiver may take possession of all Receivership Estate accounts and
19 safe deposit boxes, wherever located, and receive possession of any money
20 or other things on deposit in said accounts or safe deposit boxes. The
21 Receiver also has the authority to close any account(s) that the Receiver
22 deems necessary for operation or management of the Receivership Estate.
23 Institutions that have provided banking or other financial services to
24 Schettler are instructed to assist the Receiver, including by providing records
25 that the Receiver requests. These institutions may charge their ordinary rates
26 for providing this service.

27 h. The Receiver is empowered, but not required, to establish accounts at any
28 bank or financial institution the Receiver deems appropriate in connection

1 with the operation and management of the Receivership Estate. The Receiver
2 is authorized to use the Defendant's tax identification number to establish
3 such accounts. Any institutions that have accounts and/or funds that are part
4 of the Receivership Estate shall turnover said accounts and/or funds to the
5 custody and control of the Receiver and that institution shall not be held
6 liable for turnover of funds.

7 i. To the extent feasible, the Receiver shall, within thirty (30) days of its
8 qualification hereunder, file in this action an inventory of all property the
9 Receiver took possession of pursuant to this Order and file quarterly
10 accountings thereafter.

11 j. The Receiver is authorized, but not required, to institute ancillary
12 proceedings in this state or other states as necessary to obtain possession and
13 control of assets of the Receivership Estate, including, without limitation, to
14 pursue claims for alter ego and fraudulent transfers.

15 k. The Receiver is empowered to serve subpoenas, when necessary, with court
16 approval.

17 l. Any entities in which Schettler directly holds an interest are ordered to turn
18 over to the Receiver any funds, profits, cash flow or property that would
19 otherwise be distributable to Schettler, which the Receiver may use in
20 satisfaction of the judgment Schettler owes to PacWest.

21 m. The Receiver is authorized, but not required, to contact any of Schettler's
22 debtors ("Accounts Receivable Debtors") in order to advise them not to send
23 further accounts receivable payments to Schettler and to instruct the
24 Accounts Receivable Debtors to send any and all payments directly to the
25 Receiver.

26 2. The Receiver is also authorized, but not obligated, to perform the following:
27
28

- 1 a. Hire and pay (from Receivership Estate assets) the fees and costs of any
2 professionals, including attorneys, accountants, and property managers to aid
3 and counsel the Receiver in performing its duties.
- 4 b. Hire contractors to evaluate and make repairs to assets of the Receivership
5 Estate.
- 6 c. Pay (from Receivership Estate assets) such other and ordinary expenses
7 deemed appropriate by the Receiver to carry out the Receiver's duties as
8 specified herein.
- 9 d. Pay the Receiver's fees and costs from Receivership Estate assets.
- 10 3. Quarterly accounting of Receiver's efforts, income, expenses, and fees ("Receiver's
11 Report"):
- 12 a. Each quarter, the Receiver shall prepare and serve on the parties a report
13 identifying (1) the issues it is addressing, (2) an accounting of revenues
14 received, (3) an accounting of expenses incurred, in the administration of the
15 Receivership Estate, including an itemization of the Receiver's own fees and
16 costs incurred for the reported period, and (4) an accounting of payments
17 made to PacWest, if any, in full or partial satisfaction of the judgment
18 Schettler owes to PacWest.
- 19 b. The Receiver and its attorneys, accountants, agents and consultants shall be
20 compensated from the assets of the Receivership Estate for its normal hourly
21 charges and for all expenses incurred in fulfilling the terms of this Order.
22 Compensation for the Receiver's other personnel, agents, and consultants
23 shall be at their customary hourly rates. The Receiver shall also be
24 compensated for photocopying, long distance telephone, postage, travel
25 (except travel to and from Nevada necessitated because the Receiver's office
26 is located outside Nevada) and other expenses at actual cost. The Receiver
27 may periodically pay itself and its attorneys, accountants, agents and
28

1 consultants from the assets of the Receivership Estate, provided that the
2 Receiver shall apply to the Court for approval of these charges quarterly.

3 IT IS FURTHER ORDERED that PacWest, Schettler, and all other parties to this action,
4 are required to cooperate with the Receiver and upon reasonable request by the Receiver, after a
5 determination of necessity, shall immediately turn over to the Receiver possession, custody, and
6 control of all books and records pertaining to the Receivership Estate, wherever located, whether
7 electronic or hardcopy, as the Receiver deems necessary for the proper administration, management
8 and/or control of the Receivership Estate, necessary to carry out any of the Receiver's duties as set
9 forth in this Order, including but not limited to: all keys, codes, locks, usernames, passwords,
10 security questions to access any systems / online portals, etc. necessary to operate the business,
11 records, books of account, ledgers, and all documents and papers pertaining to the Receivership
12 Estate.

13 IT IS FURTHER ORDERED that Schettler shall not interfere in any manner with the
14 discharge of the Receiver's rights vested or duties imposed by this Order.

15 IT IS FURTHER ORDERED that Schettler shall not collect any debts or demands due to
16 him, except as may be requested by or approved in advance by the Receiver in writing.

17 IT IS FURTHER ORDERED that Schettler shall not commit or permit any waste of the
18 Receivership Estate or take any action to avoid, hinder, delay, or evade the effect of this Order.

19 IT IS FURTHER ORDERED that Schettler shall not pay out, assign, sell, convey, transfer,
20 encumber, or deliver any of his assets to any person or entity other than the Receiver, except as may
21 be requested by or approved in advance by the Receiver in writing.

22 IT IS FURTHER ORDERED that Schettler shall not act or fail to act in a manner that,
23 directly or indirectly, hinders, delays, or obstructs the Receiver in the conduct of its duties or
24 otherwise interferes in any manner with the Receiver and the performance of its rights or duties
25 pursuant to this Order.

26 IT IS FURTHER ORDERED that the Receiver, or any party to this action, may apply to
27 this Court for further orders instructing the Receiver. This Order shall remain in full force and
28 effect until further order of this Court.

1 IT IS FURTHER ORDERED that within five (5) business days of the entry of this Order,
2 PacWest and Schettler shall each submit two proposed persons to be appointed as the Receiver. For
3 each person, the parties shall include a CV and fee schedule for the Court's consideration. The
4 Court will enter a separate order appointing the Receiver of its choosing based on the four
5 candidates presented. The appointed Receiver will be required to execute a Receiver's oath and post
6 a cash bond, or bond from an insurer, in the sum of \$ _____, to secure the faithful
7 performance of its duties as Receiver herein. The Receiver's oath and bond are to be filed with the
8 Clerk of Court.

9 **IT IS SO ORDERED.**

10
11 _____
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 4

A-14-710645-B

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

August 11, 2021

A-14-710645-B Pacific Western Bank, Plaintiff(s)
vs.
John Ritter, Defendant(s)

August 11, 2021 3:00 AM Decision

HEARD BY: Williams, Timothy C. **COURTROOM:** Chambers

COURT CLERK: Christopher Darling

JOURNAL ENTRIES

After review of the supplemental briefing by the parties, it is clear that the receiver candidates proposed by Defendant Ritter have zero receiver experience. In contrast, the receiver candidates suggested by Plaintiff Pacific Western Bank have been court appointed as professional receivers more than 500 times in separate court actions in multiple states and jurisdictions. Also, the receiver candidates suggested by Plaintiff Pacific Western Bank charge a significantly lower hourly rate. Thus, after a review of the CV's provided by Plaintiff Pacific Western Bank, the Court selects Cordes & Company.

Counsel on behalf of Plaintiff Pacific Western Bank shall re-submit its previous order appointing receiver over Judgment Debtor Vincent T. Schettler's Assets and Denying Countermotion for Special Master, now appointing Cordes & Company as receiver in the instant action along with findings of fact and conclusions of law appointing a receiver.

CLERK'S NOTE: A copy of this Minute Order has been electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

PRINT DATE: 08/11/2021

Page 1 of 1

Minutes Date: August 11, 2021

EXHIBIT 5

Heather S. Smith

CLERK OF THE COURT

ORDR

DANIEL P. KIEFER (State Bar No. 12419)

KENNEDY E. LEE (State Bar No. 12429)

LEE KIEFER & PARK, LLP

1707 Village Center Circle, Suite 150

Las Vegas, NV 89134

Telephone: (702) 333-1711

Email: probate@lkipfirm.com

Attorneys for Pacific Western Bank

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the

Case No. P-19-101398-T

Department: 26

SCHETTLER FAMILY TRUST dated
February 25, 2004,

A Non-Testamentary Trust.

**ORDER ADOPTING IN PART AND MODIFYING IN
PART THE PROBATE COMMISSIONER'S REPORT
AND RECOMMENDATION REGARDING PETITION TO
TAKE JURISDICTION OF THE TRUST, CONFIRM
TRUSTEES, AND DECLARE ASSETS OF TRUST
SUBJECT TO CLAIMS AGAINST SETTLOR PURSUANT
TO NRS 164.033(1)(C) FILED MARCH 9, 2020.**

This matter, having come before the Court for hearing on April 23, 2020, regarding Respondents' Objection to R&R and Motion for Evidentiary Hearing ("Objection") filed by Vincent T. Schettler and Kelly Schettler in their representative capacities as trustees of the Schettler Family Trust, dated February 25, 2004 ("Trust"). The Court, having reviewed the Probate Commissioner's Report and Recommendation Regarding Petition to Take Jurisdiction of the Trust, Confirm Trustees and Declare Assets of Trust Subject to Claims Against Settlor Pursuant to NRS 164.033(1)(c) filed March 9, 2020 ("Report and Recommendation"), the Objection, the Opposition filed by Pacific Western Bank, the Reply thereto and the arguments of counsel, Alan D. Freer, Esq. of Solomon Dwiggin & Freer, Ltd. and J. Rusty Graff, Esq. of Black & LoBello on behalf of the Schettlers and Daniel P. Kiefer, Esq. of Lee Kiefer Park, Ltd. on behalf of Pacific Western Bank hereby finds as follows:

///

///

FINDINGS

1. On February 25, 2004, the Schettlers established Trust in Clark County, Nevada.

2. On November 7, 2007, the Schettlers executed the Total Amendment and Restatement of the Schettler Family Trust (the “Restated Trust Agreement”). A true and accurate copy of the Restated Trust Agreement was filed as an attachment to the Petition.

3. Article 14.1 of the Restated Trust Agreement explains the Trust has been “executed under the laws of the State of Nevada and shall in all respects be administered by the laws of the State of Nevada.”

4. The Schettlers funded the Trust with community and separate property.

5. Article 1.2 of the Restated Trust Agreement identifies the Schettlers as the beneficiaries of the Trust during their lives.

6. Article 2.1 of the Restated Trust Agreement further explains: “During the joint lifetimes of [the Settlor], they shall be entitled to all income and principal of their community property without limitation. With regard to separate property of either [Settlor], either [Settlor] shall be entitled to all income and principal of his or her own separate property estate without limitation.”

7. The Restated Trust Agreement also identifies the Schettlers as co-trustees of the Trust during their lives.

8. Articles 9.1 and 9.2 of the Restated Trust Agreement endow the Schettlers with the unfettered ability to amend and revoke the entire Trust during their joint lifetimes.

9. While the Restated Trust Agreement contains a spendthrift provision, such clause expressly excludes the beneficial interest of the Schettlers: “This provision shall not apply to a Trustor’s interest in the Trust estate.”

10. On June 23, 2008, the Schettlers executed the First Amendment to the Total Amendment and Restatement of the Schettler Family Trust (the “First Amendment”). A true and accurate copy of the First Amendment was filed in this matter as an attachment to the Petition.

///

11. The First Amendment altered the designated successor trustees but republished and affirmed the remainder of the Trust in all other respects.

CONCLUSIONS OF LAW

Based on the above Findings the Court makes the following Conclusions of Law:

1. PWB has standing as an “interested person” and is entitled to bring its Petition in accordance with NRS 164.033.

2. The Court declines to take jurisdiction over the Schettler Family Trust, dated February 25, 2004 (as amended by the Total Amendment and Restatement of the Schettler Family Trust executed on November 7, 2007, and the First Amendment to the Total Amendment and Restatement of the Schettler Family Trust executed on June 23, 2008) pursuant to NRS 164.033(2) as this Court determines the matter is better resolved as a civil action and declines the Respondents’ request for an evidentiary hearing on such basis.

3. The Court hereby renders the following declaratory relief:

- a. A revocable trust is subject to the debts of its trustor/settlor.
- b. The Schettler Family Trust, dated February 25, 2004 (as amended by the Total Amendment and Restatement of the Schettler Family Trust executed on November 7, 2007 and the First Amendment to the Total Amendment and Restatement of the Schettler Family Trust executed on June 23, 2008) is a revocable trust that is subject to the debts of the settlor subject to the applicable community property law and debtor protection laws afforded under Nevada law,

4. To the extent the Probate Commissioner made conclusions or recommendations which are *not* contradicted by the Findings and Conclusions set forth in this Order, such conclusions or recommendations are adopted as the Order of this Court.

///

///

///

ORDER OF THE COURT

Based on the above Findings of Fact and Conclusions of Law:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT the assets of the Schettler Family Trust, dated February 25, 2004 (as amended by the Total Amendment and Restatement of the Schettler Family Trust executed on November 7, 2007 and the First Amendment to the Total Amendment and Restatement of the Schettler Family Trust executed on June 23, 2008), are subject to the debts and liabilities of Vincent T. Schettler, subject to the community property law and debtor protection laws afforded under Nevada law.

IT IS SO ORDERED.

Dated this 19th day of July, 2021



**DF8 3D2 E604 553F
Gloria Sturman
District Court Judge**

Submitted by:

LEE KIEFER & PARK, LLP

By: /s/ Daniel P. Kiefer

DANIEL P. KIEFER (State Bar No. 12419)
KENNEDY E. LEE (State Bar No. 12429)
1707 Village Center Circle, Suite 150
Las Vegas, NV 89134
Telephone: (702) 333-1711
Email: probate@lkipfirm.com
Attorneys for Pacific Western Bank

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 In the Matter of the Trust of:

CASE NO: P-19-101398-T

7 Schettler Family Trust

DEPT. NO. Department 26

8
9 **AUTOMATED CERTIFICATE OF SERVICE**

10 This automated certificate of service was generated by the Eighth Judicial District
11 Court. The foregoing Order was served via the court's electronic eFile system to all
12 recipients registered for e-Service on the above entitled case as listed below:

13 Service Date: 7/19/2021

14 Kennedy Lee

kenny@lcpfirm.com

15 Daniel Kiefer

kiefer@lcpfirm.com

16 Delwyn Webber

dwebber@blacklobello.law

17 Chris Layton

chris@lcpfirm.com

18 J. Graf

Rgraf@blacklobello.law

19 Alan Freer

afreer@sdfnlaw.com

20 Rusty Graf

rgraf@blackwadham.s.law

21 Diane Meeter

dmeeter@blackwadham.s.law

22
23
24
25
26
27
28