

**IN THE SUPREME COURT OF THE STATE OF
NEVADA**

INDICATE FULL CAPTION:

VINCENT T. SCHETTLER,
Appellant,

vs.

PACIFIC WESTERN BANK,
Respondent.

No. 83408 Electronically Filed
Sep 14 2021 11:45 a.m.
Elizabeth A. Brown
Clerk of Supreme Court
**DOCKETING STATEMENT
CIVIL APPEALS**

GENERAL INFORMATION

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

WARNING

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

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

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

Revised December 2015

1. Judicial District Eighth Department XVI
County Clark Judge Timothy Williams
District Ct. Case No. A-14-710645-B

2. Attorney filing this docketing statement:

Attorney Alexander G. LeVeque Telephone 702-853-5483
Firm Solomon Dwiggin Freer & Steadman, Ltd.
Address
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Client(s) Vincent T. Schettler

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

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

Attorney Dan Waite Telephone 702-474-2638
Firm Lewis Roca Rothgerber Christie LLP
Address
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169

Client(s) Pacific Western Bank

Attorney Daniel Polsenberg & Joel Henriod Telephone 702-474-2638
Firm Lewis Roca Rothgerber Christie LLP
Address
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169

Client(s) Pacific Western Bank

(List additional counsel on separate sheet if necessary)

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

- | | |
|---|--|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input checked="" type="checkbox"/> Other disposition (specify): <u>Receivership</u> |

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

- ☐ Child Custody
☐ Venue
☐ Termination of parental rights

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

Pacific Western Bank v. The Eighth Judicial District Court, et al. - Case No. 69048

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

None, other than district court proceeding, A-14-710645-B, from which this appeal arises.

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

On September 26, 2014, the Superior Court of the State of California entered judgment against John Ritter (“Ritter”), Darren Badger (“Badger”), and Vincent T. Schettler (“Vincent”), jointly and severally, in the amount of \$2,717,490.79, in favor of Pacific Western Bank (the “Bank”). On December 3, 2014, the Bank filed an Application for Foreign Judgment Against Ritter, Badger and Vincent in the amount of \$2,717,490.79, in the District Court. The domesticated judgment has since been partially satisfied.

In 2015, the Bank made several attempts to execute against Vincent’s property to apply to the judgment. However, all such attempts were either quashed by the District Court or declared to be stale. Moreover, certain assets of Vincent’s were deemed to be exempt.

From the end of 2015 through March of 2019, the Bank did not pursue any additional judgment collection against Vincent. Indeed, the District Court administratively closed the case in April of 2018 due to the Bank’s failure to appear at a status check. However, in April of 2019, the Bank resumed its collection efforts.

On March 11, 2021, the Bank filed its Motion for Appointment of Receiver over Judgment Debtor Vincent T. Schettler’s Assets (the “Motion”). Vincent filed his opposition and countermotion for appointment of a special master on March 31, 2021. On April 28, 2021, the Honorable Judge Williams heard the Bank’s Motion and Vincent’s countermotion.

On June 21, 2021, the Honorable Judge Williams entered its Minute Order granting the Bank’s Motion and denying Vincent’s countermotion (the “Minute Order”). As a question of first impression in Nevada, the Honorable Judge Williams ruled that appointing a post-judgment receiver under NRS 32.010(4) requires a different analysis than receivers appointed *pendente lite* (i.e. during the litigation) and is not considered a harsh and extreme remedy and/or a remedy of last resort. Rather, the Honorable Judge Williams determined that the District Court need only determine that (a) an execution has been returned unsatisfied, or (b) a judgment debtor has refused to apply the judgment debtor’s property in satisfaction of the judgment. Moreover, it was ruled that no evidentiary hearing was necessary to establish cause for a receiver under NRS 32.010(4), or to determine what assets are exempt, what entities are proper parties, and what judgment amount is to be collected by the receiver.

On August 13, 2021, both the Bank and Vincent submitted competing receivership orders with the District Court. On August 16, 2021, the Honorable Judge Williams entered, in its entirety, the Bank’s Order (1) Appointing Receiver Over Judgment Debtor Vincent T. Schettler’s Assets and (2) Denying Countermotion for Special Master (the “Order”). Despite the Honorable Judge Williams ruling that the granting of the Motion was based solely on NRS 32.010(4), the Order includes numerous findings of fact that the Court never made nor relied upon in its ruling that would otherwise require a balancing of the equities, which was explicitly deemed unnecessary by the District Court.

The District Court also refused to grant Vincent's motion for a stay pending appeal despite NRC 62(d)(1)'s clear mandate that "a party is entitled to a stay by providing a bond or other security." Instead of determining the appropriate amount of a bond, the district court denied a stay entirely (other than a temporary 30-day stay to seek relief in this Court) because "no monies have been paid and the judgment is unsatisfied." In other words, the District Court inferred that under no circumstances is a judgment debtor entitled to a stay of the appointment of a post-judgment receiver pending appeal if judgment debtor has not voluntarily paid the underlying judgment.

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

- Whether the district court erred when it appointed a post-judgment receiver over all of the Appellant's property.
- Whether the appropriate standard was applied to the appointment of a post-judgment receiver under NRS 32.010(4), without consideration of certain factors like those in *Aviation Supply Corp. v. R.S.B.I. Aerospace, Inc.*, 999 F.2d 314, 316 (8th Cir. 1993) or *Medipro Medical Staffing v. Certified Nursing Registry*, 274 Cal. Rptr. 3d 797, 801 (Cal.App.2021).
- Whether the district court should have convened an evidentiary hearing to resolve genuine issues of material fact concerning the basis for a post-judgment receiver under NRS 32.010(4), *Aviation Supply*, and *Medipro*.
- Whether the order appointing receiver may be construed as a charging order over certain limited liability companies without a separate filing of an application for a charging order for each applicable limited liability company pursuant to NRS 86.401(1).
- Whether a district court has the power to compel a trustee to direct distributions from a spendthrift trust to a receiver under NRS 166.120(2) and *Klabacka v. Nelson*, 133 Nev. 164, 176, 394 P.3d 940, 950 (2017).

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

None known at this time.

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

☒ N/A

☐ Yes

☐ No

If not, explain:

12. **Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

NRS 32.010 is the governing Nevada statute for most receiverships, including *pendente lite* and post-judgment. Absent from NRS 32.010 are any express factors that a district court must weigh before appointment a receiver. This Court, however, has previously held that receiverships are generally regarded as a remedy of last resort and that if the desired outcome may be achieved by some less onerous method other than appointing a receiver, then that course should be followed. Nonetheless, the district court ruled that a different standard applies to receivers appointed under subsection 4 of NRS 32.010 where it only needs to determine that (a) an execution has been returned unsatisfied, or (b) a judgment debtor has not applied property in satisfaction of the judgment. And despite the destructive and extreme nature of an appointment of a receiver, the district court also ruled that no evidentiary hearing is necessary to establish cause for a receiver, or to determine what assets are exempt, what entities are proper parties, and what amount is to be collected.

In addition, the district court's order as entered vests the receiver with powers contrary to Nevada law, including, powers to compel distributions from spendthrift trusts and limited liability companies in violation of Nevada trust law and charging order law, respectively. Such a broad delegation of unfettered authority to apply whatever property the receiver determines is non-exempt property to the judgment not only violates Nevada law, but also public policy.

13. Assignment to the Court of Appeals or retention in the Supreme Court.

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

This case is one originating in business court; thus, pursuant to NRAP 17(1)(9), this case shall be retained by the Supreme Court.

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

Was it a bench or jury trial? _____

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

No.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from August 16, 2021

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

17. Date written notice of entry of judgment or order was served August 16, 2021

Was service by:

☐ Delivery

☒ Mail/electronic/fax

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

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

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

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

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

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed August 19, 2021

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

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

NRAP 4(a)

SUBSTANTIVE APPEALABILITY

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

(a)

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input checked="" type="checkbox"/> Other (specify) | |

NRAP 3A(b)(4)

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

The Order is one appointing a receiver of over judgment debtor Vincent T. Schettler's assets. As such, the Order is appealable under Nevada Rule of Appellate Procedure 3A(b)(4) as it constitutes "an order appointing or refusing to appoint a receiver or vacating or refusing to vacate an order appointing a receiver."

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

(a) Parties:

- (i) Vincent T. Schettler, Defendant, Judgment Debtor
- (ii) Pacific Western Bank, Plaintiff, Judgment Creditor

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

Darren Badger is not a party to this appeal because a settlement was entered whereby a satisfaction of Judgment was filed on February 27, 2017, releasing Badger from the Judgment liens. While Pacific Western Bank has also received payments associated with John Ritter's bankruptcy plan in partial satisfaction of the Judgment, Ritter is also not a party to this appeal because Vincent Schettler was the sole judgment debtor for which a receiver was appointed.

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

Plaintiff Pacific Western Bank – Request for Post-Judgment Receiver

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

☒ Yes

☐ No

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

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

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

☐ Yes

☐ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☐ No

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

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

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims (*see* **Exhibit 1**)
- Any tolling motion(s) and order(s) resolving tolling motion(s) (*see* **Exhibit 3** and **Exhibit 4**)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order (*see* **Exhibit 2**)

VERIFICATION

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

Vincent T. Schettler

Name of appellant

Alexander G. LeVeque

Name of counsel of record

September 14, 2021

Date

/s/ Alexander G. LeVeque

Signature of counsel of record

Nevada, Clark County

State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 14th day of September, 2021. I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

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

Dan Waite
Daniel Polsenberg
Joel Henroid
Lewis Roca Rothgerber Christie LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169

Attorneys for Appellants

Dated this 14th day of September, 2021.

/s/ Alexandra T. Carnival

Signature

EXHIBIT 1

EXHIBIT 1

Heather S. Steadman
CLERK OF THE COURT

1 Alan D. Freer (#7706)
2 afreer@sdfnvlaw.com
3 Alexander G. LeVeque (#11183)
4 aleveque@sdfnvlaw.com
5 SOLOMON DWIGGINS FREER & STEADMAN, LTD.
6 9060 West Cheyenne Avenue
7 Las Vegas, Nevada 89129
8 Telephone: 702.853.5483
9 Facsimile: 702.853.5485
10
11 *Attorneys for Vincent T. Schettler*

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

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. SCHETTTLER, an individual; and DOES 1 through 50,

Defendants/Judgment Debtors.

Case No.: A-14-710645-B
Dept.: 16

VINCENT T. SCHETTTLER'S
MOTION TO STAY APPOINTMENT OF RECEIVER PENDING APPEAL

-AND-

EX PARTE APPLICATION FOR AN ORDER SHORTENING TIME

Defendant, Vincent T. Schettler ("Vincent"), by and through his attorneys, Alan D. Freer and Alexander G. LeVeque of the law firm Solomon Dwiggins Freer & Steadman, Ltd., hereby moves for an order staying the Court's order appointing a post-judgment receiver pursuant to NRCPC 62(d)(2) pending appeal (the "Motion for Stay"). Vincent also applies for an order shortening the time for the hearing of the Motion pursuant to EDCR 2.26 ("OST Application").

Dated this 1st day of July, 2021.

SOLOMON DWIGGINS FREER & STEADMAN, LTD.

/s/ Alexander G. LeVeque

Alexander G. LeVeque (#11183)
aleveque@sdfnvlaw.com
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485

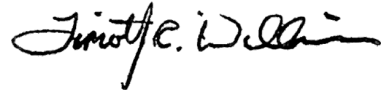
Attorneys for Vincent T. Schettler

1 **ORDER SHORTENING TIME**

2 TO: ALL PARTIES, and their Counsel of Record.

3 After due consideration of the Petitioners' OST Application and the Declaration of
4 Alexander G. LeVeque submitted in support thereof, and for good cause appearing pursuant to
5 E.D.C.R. 2.26, the Court **GRANTS** the OST Application and will hear Vincent T. Schettler's
6 *Motion to Stay Appointment of Receiver Pending Appeal* in Department 16 of the Eighth Judicial
7 District Court, Regional Justice Center, 200 Lewis Ave, Las Vegas NV, 89155, on the 21 day
8 of July, 2021, at 9 a.m., of said day, or as soon thereafter as counsel can be heard.
9 Dated this 2nd day of July, 2021

9 DATED this ___ day of _____, 2021.



11 F3A 1C2 BB62 A373
12 Timothy C. Williams
13 District Court Judge

NS

12 **DECLARATION OF ALEXANDER G. LEVEQUE IN SUPPORT OF EX PARTE**
13 **APPLICATION FOR ORDER SHORTENING TIME**

14 I, Alexander G. LeVeque, Esq., hereby declare under penalty of perjury in the State of
15 Nevada, that the foregoing is true and based upon my personal knowledge except as to those
16 matters stated upon information and belief, and as to such matters, I believe them to be true:

17 1. I am an attorney, licensed to practice law in the State of Nevada, and am counsel
18 for Defendant Vincent T. Schettler ("Vincent").

19 2. I make the foregoing Declaration in support of Vincent's *Ex Parte* Application for
20 an Order Shortening Time.

21 3. On June 21, 2021, the Court entered a minute order which granted Plaintiff's
22 Motion for the Appointment of Receiver Over Judgment Debtor Vincent T. Schettler's Assets (the
23 "Minute Order").¹

24 4. The Minute Order provides that counsel for the Plaintiff is to prepare a detailed
25 order, which is to be submitted to the undersigned for review and approval and/or submission of a
26

27
28 ¹ See Minute Order, a true and correct copy being attached hereto as **Exhibit 1**.

Ent'd/LB

1 competing order or objections.²

2 5. On June 25, 2021, counsel for Plaintiff emailed the proposed order for the
3 undersigned's review and comment.³ Vincent's counsel is currently in the process of reviewing,
4 redlining, and commenting on the 15-page order.

5 6. Although the final order may not be entered by the Court for some time given the
6 likelihood of competing orders, a final order could nevertheless be entered before Vincent's
7 Motion for Stay is heard in the ordinary course.

8 7. Given the inherently damaging and costly nature of a receivership, good cause
9 exists for the Court to consider and rule on Vincent's Motion to Stay before the receiver is actually
10 appointed and authorized to act.

11 8. Accordingly, the undersigned submits that good cause also exists to shorten the
12 time for hearing of the Motion pursuant to EDCR 2.26 to a date before the entry of the final order
13 appointing receiver.

14 EXECUTED this 1st day of July, 2021.

/s/ Alexander G. LeVeque

15
16 ALEXANDER G. LEVEQUE

17 **MEMORANDUM OF POINTS AND AUTHORITIES**

18 E.D.C.R. 2.26 states:

19 **Shortening time.** Ex parte motions to shorten time may not be granted except upon
20 an unsworn declaration under penalty of perjury or affidavit of counsel or a self-
21 represented litigant describing the circumstances claimed to constitute good cause
22 and justify shortening of time. If a motion to shorten time is granted, it must be
23 served upon all parties promptly. An order that shortens the notice of a hearing to
24 less than 14 days may not be served by mail. In no event may the notice of the
25 hearing of a motion be shortened to less than 1 day.

23 ///

24 ///

26
27 ² See **Ex. 1**, at p. 2.

28 ³ See Bank's Proposed Receivership Order, a true and correct copy being attached hereto as **Exhibit 2**.

Based upon the above Declaration of Alexander G. LeVeque, and the exhibits attached hereto, good cause exists to shorten the time for hearing on Vincent's Motion to Stay.

DATED this 1st day of July, 2021.

SOLOMON DWIGGINS FREER & STEADMAN, LTD.

/s/ Alexander G. LeVeque

Alexander G. LeVeque (#11183)
aleveque@sdfnlaw.com

Attorneys for Vincent T. Schettler

MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

Under NRCP 62(d)(2), Vincent as a matter of right is "entitled" to a stay of this Court's order granting Plaintiff's *Motion for the Appointment of Receiver Over Judgment Debtor Vincent T. Schettler's Assets* by providing a bond or other security pending appeal. The purpose of a stay and the posting of an appropriate bond or other security is to maintain the status quo. In this case, a minimal bond is appropriate given that Vincent's business organization and estate planning has not changed in years, there is no evidence of fraudulent transfers or other unlawful avoidance measures, execution of the underlying judgment has not been stayed, and the Bank is free to continue utilizing all other judgment collection devices afforded under Nevada law. Accordingly, Vincent submits that a \$10,000.00 bond is more than sufficient to maintain the status quo.

While the only required inquiry at the trial court level is the amount and appropriateness of a bond or other security for the issuance of a stay pending appeal, the NRAP 8 factors also weigh heavily in favor of a stay. For the reasons set forth herein, Vincent has demonstrated a substantial case on the merits, a serious legal question is involved (review and interpretation of NRS 32.010(4)), and the balance of equities weighs in favor of granting a stay.

Accordingly, the Motion should be granted.

II.

STATEMENT OF RELEVANT FACTS

On September 26, 2014, the Superior Court of the State of California entered judgement against John Ritter (“Ritter”), Darren Badger (“Badger”), and Vincent, jointly and severally, in the amount of \$2,717,490.79, in favor of the Bank.⁴

On December 3, 2014, the Bank filed an Application for Foreign Judgment Against Ritter, Badger and Vincent in the amount of \$2,717,490.79, in this Court. The domesticated judgment has since been partially satisfied. However, the Bank has provided conflicting testimony and evidence as to what portion remains unsatisfied.

In 2015, the Bank made several attempts to execute against property to apply to the judgment. However, all such attempts were either quashed by this Court or declared to be stale.⁵ Moreover, upon successful motion practice by Vincent, certain assets were deemed to be exempt, including a qualified ERISA plan and 529 plans – assets that the Bank knew or should have known were exempt.⁶

From the end of 2015 through March of 2019, the Bank did not pursue any additional judgment collection against Vincent. Indeed, this Court administratively closed the case in April of 2018 due to the Bank’s failure to appear at a status check.⁷ In April of 2019, the Bank resumed its collection efforts.⁸

On March 11, 2021, the Bank filed its motion for receivership. Vincent filed his opposition on March 31, 2021.

On April 28, 2021, the Court heard the Bank’s motion for receivership.

⁴ See California Judgment, attached hereto as **Exhibit 3**. Note that the California Judgment is comprised of the principal sum of \$2,497,468.73, plus accrued interest through December 5, 2012, in the amount of \$10,406.54, and *per diem* interest, at the daily rate of \$346.88 from December 5, 2012, through August 1, 2014, in the amount of \$209,515.52.

⁵ See Timeline of Events, with supporting exhibits, attached hereto as **Exhibit 4**, at ¶ 1-2, 14-16.

⁶ *Id.*, at ¶ 3-4.

⁷ *Id.*, at ¶ 5-6.

⁸ *Id.*, at ¶ 7-16.

1 On June 21, 2021, the Court entered its Minute Order granting the Bank's motion.⁹

2 On June 25, 2021, counsel for Plaintiff emailed the proposed order for the undersigned's
3 review and comment.¹⁰ No order has yet to be approved as to form and content and thus, no order
4 has been entered following the Minute Order.

5 **III.**

6 **LEGAL ARGUMENT**

7 **A. VINCENT IS ENTITLED TO A STAY UPON THE POSTING OF AN APPROPRIATE BOND OR**
8 **OTHER SECURITY.**

9 NRCP 62(d) states in relevant part:

10 **(d) Stay Pending an Appeal.**

11 ...

(2) **By Other Bond or Security.** If an appeal is taken, a party is **entitled** to a
12 stay by providing a bond or other security. Unless the court orders otherwise,
13 the stay takes effect when the court approves the bond or other security and
remains in effect for the time specified in the bond or other security.
(emphasis added).

14 NRCP 62(d)(2) is patterned after the 2018 amendments to FRCP 62(b) and provides that, as an
15 alternative to a supersedeas bond, a stay pending appeal may be obtained through a court-approved
16 bond or other security, or a combination of both.¹¹ A stay under NRCP 62(d)(2) takes effect when
17 the court approves the security.¹² Indeed, a supersedeas bond is not an available remedy for staying
18 the appointment of a receiver under NRCP 62(d)(1).

19 While the Court has fairly broad discretion when determining the appropriate bond and/or
20 security under NRCP 62(d)(2), the polestar of such an analysis is to order a bond that is no greater
21 than necessary to maintain the status quo and protect the respondent in the event the appeal is
22 unsuccessful.

23
24
25 ⁹ See **Ex. 1.**

26 ¹⁰ See **Ex. 2.**

27 ¹¹ See NRCP 62 Advisory Committee Notes, 2019 Amendment, a true and correct copy being
attached hereto as **Exhibit 5.**

28 ¹² *Id.*

1 In this case, and unlike an appeal of a prohibitive injunction or the appointment of a receiver
2 *pendente lite*, the Court ordered the appointment of a receiver to aid a judgment creditor in post-
3 judgment collection efforts. A stay of such an order does not cut off the judgment creditor's rights
4 to pursue all other avenues of judgment collection. On appeal the Supreme Court will review this
5 Court's granting of a post-judgment receiver under NRS 31.010(4), an exercise that it has not yet
6 undertaken. Other than the natural delays associated with the appeal process, staying the
7 appointment of a receiver will not cause the Bank any harm, let alone irreparable harm. For these
8 reasons, Vincent submits that a minimal bond in the amount of \$10,000.00 is sufficient security for
9 staying the order pending its appeal.

10 **B. THE NRAP 8 FACTORS WEIGH HEAVILY IN FAVOR OF A STAY**

11 Although this Court's analysis should be limited to determining the appropriate amount of
12 bond and/or security for the issuance of a stay, the NRAP 8 factors that the Nevada Supreme Court
13 considers also weigh in favor of granting a stay under the facts and circumstances of this case.
14 Indeed, the factors also support a minimal bond. In determining whether a stay is appropriate, the
15 Nevada Supreme Court considers: (1) whether the object of the appeal will be defeated if the stay
16 is denied; (2) whether appellant will suffer irreparable or serious injury if the stay is denied; (3)
17 whether respondent will suffer irreparable or serious injury if the stay is granted; and (4) whether
18 appellant is likely to prevail on the merits in the appeal.¹³ A movant does not always have to show
19 a probability of success on the merits and can instead show "a substantial case on the merits when
20 a serious legal question is involved and [] that the balances of equities weighs heavily in favor of
21 granting the stay."¹⁴ Moreover, "if one or two factors are especially strong, they may counterbalance
22 other weak factors."¹⁵ Here, all four factors are especially strong and favor the granting of a stay.

23 ///

24 ///

25 _____
26 ¹³ *Hansen v. Eighth Jud. Dist. Ct. ex rel. Cty. Of Clark*, 116 Nev. 650, 657, 6 P.3d 982, 986 (2000).
See also NRAP 8(c) (same factors).

27 ¹⁴ *Id.*, at 116 Nev. 659, 6 P.3d 987.

28 ¹⁵ *Mikohn Gaming Corp. v. McCrea*, 120 Nev. 248, 251, 89 P.3d 36, 38 (2004).

1 ***(1) The object of the appeal will be defeated if the stay is denied.***

2 Based on the undersigned's recent experience, it is taking well over a year for both the Court
3 of Appeals and the Supreme Court to adjudicate appeals – and that is when parties are diligently
4 filing briefs. If a stay is not granted, the damage caused by a receiver to Vincent, the Schettler
5 Family Trust, and Vincent's third-party clients will have already been done before the appeal is
6 decided. A reversal at that point would be virtually meaningless. Moreover, any property that is
7 improperly taken by the receiver (*i.e.* property that is not Vincent's and/or is not subject to judgment
8 execution) and applied to the judgment during the pendency of the appeal leaves Vincent (and
9 potential nonparties to this case) with an undesirable and unliquidated cause of action against the
10 Bank for restitution.¹⁶ Accordingly, this factor weighs heavily in favor of a stay.

11 ***(2) Vincent and his business operations will suffer irreparable and serious injury if a stay***
12 ***is denied.***

13 More accurately stated: Vincent's business operations **have already been damaged** as a
14 result of the Bank's request for a receiver. As pointed out in his opposition to the Bank's motion,
15 filed on March 31, 2021, the Bank's mention of certain non-party LLCs in its proposed receivership
16 order has already caused harm. The Bank has been provided on numerous occasions thousands of
17 documents related to the various LLCs in which Vincent T. Schettler, LLC or Vision Commercial
18 One, LLC manage. Thus, the bank is fully aware that many of the LLCs that it mentions in its
19 proposed order are owned by third-party investors that are non-parties to this action. Despite this
20 knowledge, Mosaic Five, LLC ("Mosaic Five"), one of the numerous LLCs liberally mentioned by
21 the Bank in its proposed order, was in the midst of a real estate development project. It's lender on
22 the project, Sound Capital Loans, discovered the filing of the Bank's Receivership Motion. Based
23 on the direct actions of the Bank liberally choosing to include non-party entities, including Mosaic
24 Five, the lender put a hold on the loan.¹⁷

25
26
27 ¹⁶ See *Wheeler Springs Plaza, LLC v. Beemon*, 119 Nev. 260, 71 P.3d 1258 (2003).

28 ¹⁷ See Sound Capital Letter, a true and correct copy being attached hereto as **Exhibit 6**.

1 Permitting the Receiver to act during the pendency of the appeal will undoubtedly cause
2 additional harm, not only to Vincent's business operations, but also to third parties like Mosaic Five
3 that are owned by investors unrelated to Vincent. Moreover, the Bank's proposed receivership order
4 would force nonparty LLCs to make distributions to the Receiver without a charging order. That is
5 a direct violation of well-settled law. The Supreme Court made it abundantly clear in *Weddell* that
6 a judgment creditor's sole remedy against a debtor's membership interest in a limited-liability
7 company is a charging order.¹⁸ There are no charging orders in this case; the Bank has not applied
8 for any charging orders in this case. The Bank's proposed receivership order also contemplates the
9 receiver stepping into managerial positions within those LLCs where Vincent is a manager. This is
10 also contrary to the holding in *Weddell*.¹⁹ Accordingly, this factor weighs heavily in favor of a stay.

11 ***(3) The Bank will not suffer any material injury if a stay is granted.***

12 What is particularly troubling about the Bank's proposed receivership, and will be a primary
13 issue on appeal, is that the receiver would be charged with what the Bank already has the right to
14 do through proper exercise of its judgment collection remedies. The Bank can send discovery
15 requests to third parties. The Bank can apply to this Court for charging orders. The Bank can obtain
16 writs of garnishment and/or execution on the property of Vincent to the extent there is any subject
17 to execution. The Bank can elect to prosecute its collection case against the Schettler Family Trust.
18 None of said remedies would be affected by a stay of the receivership order.

19 Apparently, the Bank doesn't want to avail itself of these remedies and instead wants
20 someone else to do its job. As previously argued in Vincent's opposition to the receivership motion,
21 the Bank's alleged need for a post-judgment receiver is pretextual. The Bank has conducted its due
22 diligence and discovery and simply does not like what it found: no assets of great value subject to
23 execution. The Bank's goal is to improperly use a receivership as a sword of Damocles to try forcing
24 Vincent to apply property towards the judgment that would otherwise be exempt. The sweeping
25

26 ¹⁸ See *Weddell v. H20, Inc.*, 128 Nev. 94, 271 P.3d 743 (2012).

27 ¹⁹ *Id.*, at 128 Nev. 105, 271 P.3d 750 ("Prohibiting the creditor from exercising [the judgment
28 debtor's] management rights reflect the principle that LLC members should be able to choose those
members with whom they associate.").

1 breadth of its proposed order is confirming. This is not a situation where the Bank is seeking
2 receivership over an ascertainable asset. To the contrary, the Bank wants a receivership estate of all
3 of Vincent's property – whatever that means.

4 The Bank loses virtually nothing with a stay of the receivership other than the passage of
5 time associated with appellate proceedings which is already accounted for through the imposition
6 of post-judgment interest. Accordingly, this factor weighs heavily in favor of a stay.

7 **(4) Vincent has shown at least a substantial case on the merits.**

8 NRS 32.010 is the governing Nevada statute for all receiverships, including *pendente lite*
9 and post-judgment. The statute has been on the books in some form since 1911. Noticeably absent
10 from NRS 32.010 are any express guidelines or factors that a trial court must weigh before
11 appointment a receiver. The Supreme Court of Nevada, however, has held that receiverships are
12 generally regarded as a remedy of last resort and that if the desired outcome may be achieved by
13 some method other than appointing a receiver, then that course should be followed.²⁰ Indeed, the
14 Supreme Court of Nevada has stated on several occasions that the appointment of a receiver is “a
15 harsh and extreme remedy which should be used sparingly and only when the securing of ultimate
16 justice requires it.”²¹

17 In the case at bar, this Court ruled that a different standard applies to receivers appointed
18 under subsection 4 of NRS 32.010. Rather, the Court only needs to determine that (a) an execution
19 has been returned unsatisfied, or (b) a judgment debtor has refused to apply the judgment debtor's
20 property in satisfaction of the judgment.²² This Court also ruled that no evidentiary hearing was
21 necessary to establish cause for a receiver under NRS 32.010, or to determine what assets are
22 exempt, what entities are proper parties, and what judgment amount is to be collected. Vincent and
23 the trustees of the Schettler Family Trust stand ready, willing, and able to participate in such a
24

25 ²⁰ See *Bowler v. Leonard*, 70 Nev. 370, 384, 269 P.2d 833, 840 (1954); and *Hines v. Plante*, 99
26 Nev. 259, 261, 661 P.2d 880, 881-82 (1983).

27 ²¹ See e.g. *Bedore v. Familian*, 122 Nev. 5, 11, 125 P.3d 1168, 1172 (2006); *Hines*, at 99 Nev. 261,
661 P.2d 882.

28 ²² See Minute Order, **Ex. 1**.

1 hearing. Indeed, Vincent and/or the Schettler Family Trust has requested an evidentiary hearing and
2 adjudication of what property is subject to execution and what property is not on numerous
3 occasions.²³ This Court also ruled by inference that a receiver may take possession of assets of the
4 Schettler Family Trust before the probate court has even entered an order regarding the same.

5 The genesis of NRS 32.010 was California's receivership statute. California's statute used
6 to require, like Nevada's statute, a showing that a writ of execution has been returned unsatisfied
7 or that the judgment debtor refuses to apply property in satisfaction of the judgment. However,
8 California amended its statute in 1982 and removed such prerequisites. Now, California's statute
9 only requires a finding that the appointment of a receiver is a "reasonable method to obtain the fair
10 and orderly satisfaction of the judgment."²⁴ What is important about this is that California case law
11 interpreting its receivership statute requires a showing of "exceptional" circumstances
12 notwithstanding California's broadening amendments in 1982. Given that the Supreme Court of
13 Nevada frequently looks to California law on issues of first impression (especially when similar
14 statutes or laws are at play), Vincent stands a substantial chance on appeal of the Supreme Court
15 adopting the same or a similar standard.

16 Moreover, during the hearing on the Bank's motion, this Court noted its hesitation to appoint
17 a special master due to concerns about an improper delegation of judicial responsibility. Vincent
18 submits that the same concerns should apply to delegating judicial responsibility to a receiver. Here,
19

20 ²³ See, e.g., (1) Defendant Vincent T. Schettler's Objection to Plaintiff's Subpoena Duces Tecum,
21 and Motion for Protective Order, filed 2/20/2020, at pg. 7 (discusses the need to have an
22 adjudication of Kelly Schettler's ownership interests in Trust assets); (2) Defendant Vincent T.
23 Schettler's Reply to Plaintiff's Opposition to Defendant's Objection to Plaintiff's Subpoena Duces
24 Tecum and Motion for Protective Order, at pg. 7 & pg. 9 (discusses need for evidentiary hearing);
25 (3) Respondents' Objection to R&R and Motion for Evidentiary Hearing, filed with the Probate
26 Court on 03/18/2020; (4) Defendant Vincent T. Schettler's Objection and Motion for Protective
27 Order Quashing Plaintiff's Writs of Execution and Motion for Order to PWB to Show Cause as to
28 why it Should Not be Held in Contempt and Sanctioned Pursuant to NRS 22.030, filed on 11/20/20,
at pg. 15-16; 24 & 28 (discusses need for evidentiary hearing); (5) Defendant Vincent T. Schettler's
Reply to Plaintiff's Opposition to his Objection and Motion for Protective Order Quashing
Plaintiff's Writs of Execution and Motion for Order to PWB to Show Cause as to Why it Should
Not be Held in Contempt and Sanctioned pursuant to NRS 22.030 on Order Shortening Time; and
Opposition to Plaintiff's Countermotion for Relief from or to Clarify 08/19/15 Order, filed on
01/22/21, at pg. 17, 19-20 (discusses need for evidentiary hearing).

²⁴ See Cal.C.C.P. § 708.620 and Legislative Committee Comments, attached hereto as **Exhibit 7**.

1 the Bank's proposed receivership order essentially delegates the responsibilities of determining
2 what property is exempt, what property is Vincent's share of community property, etc. to a receiver.
3 The proposed receivership order goes even a step further and vests the receiver with the authority
4 to apply whatever property he or she determines is non-exempt property to the judgment. A receiver
5 is an agent of the Court, not the Bank.²⁵ The Bank's proposed receivership order, however, appoints
6 a court-sanctioned collection agent for the Bank. Vincent submits that the Supreme Court of Nevada
7 will likely rule that such a delegation violates Nevada law.

8 Accordingly, this factor also weighs heavily in favor of a stay.

9 **IV.**

10 **CONCLUSION**

11 Based on the above, Vincent respectfully requests that the Court issue a stay of its order
12 granting the Bank's Motion for the Appointment of Receiver Over Judgment Debtor Vincent T.
13 Schettler's Assets pursuant to NRCP 62(d)(2) and set the bond in an amount not to exceed
14 \$10,000.00.

15 Dated this 1st day of July, 2021.

16 SOLOMON DWIGGINS FREER & STEADMAN, LTD.

17 */s/ Alexander G. LeVeque*

18 _____
19 Alan D. Freer (#7706)
20 afreer@sdfnvlaw.com
21 Alexander G. LeVeque (#11183)
22 aleveque@sdfnvlaw.com
23 9060 West Cheyenne Avenue
24 Las Vegas, Nevada 89129
25 Telephone: 702.853.5483
26 Facsimile: 702.853.5485
27 *Attorneys for Vincent T. Schettler*

28 ²⁵ See *Bowler*, at 70 Nev. 383, 269 P.2d 839 (1954) (“[A receiver] is not the agent or representative of either party to the action, but is uniformly regarded as an officer of the court, exercising his functions in the interest of neither plaintiff nor defendant, but for the common benefit of all parties in interest. He should be a person wholly impartial and indifferent to all parties in interest. Being an officer of the court, the fund or property intrusted to his care is regarded as being *in custodia legis* for the benefit of whoever may finally establish title thereto, the court itself having the care of the property by its receiver, who is merely its creature or officer, having no powers other than those conferred upon him by the order of his appointment, or such as are derived from the established practice of courts of equity.”)

CERTIFICATE OF SERVICE

PURSUANT to NRCP 5(b), I HEREBY CERTIFY that on July 1, 2021, I served a true and correct copy of VINCENT T. SCHETTLER'S MOTION TO STAY APPOINTMENT OF RECEIVER PENDING APPEAL -AND- EX PARTE APPLICATION FOR AN ORDER SHORTENING TIME to the following in the manner set forth below:

Via:

- ☐ Hand Delivery
- ☐ U.S. Mail, Postage Prepaid, to the parties identified below
- ☐ Certified Mail, Receipt No.: _____
- ☐ Return Receipt Request
- ☒ E-Service through the Odyssey eFileNV/Nevada E-File and Serve System, as follows:

Dan R. Waite, Esq.
LEWIS ROCA ROTHGERBER CHRISTIE LLP
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
dwaite@lrrc.com

Attorney for Plaintiff

/s/ Alexandra T. Carnival

An employee of SOLOMON DWIGGINS FREER & STEADMAN, LTD.

EXHIBIT 1

EXHIBIT 1

A-14-710645-B

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

June 21, 2021

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

June 21, 2021 8:00 AM Minute Order

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

COURT CLERK: Christopher Darling

JOURNAL ENTRIES

After review and consideration of the points and authorities on file herein, and the argument of counsel, the Court determines as follows:

After a review of the briefs, and a review of the cited case authority, the Court has reviewed the conditions upon which a receiver can be appointed post-judgment under California Law pursuant to CA Civ Pro Code § 708.620 (2019) versus the criteria for post-judgment collections under Nevada Law as set forth pursuant to NRS 32.010.4. This appears to be a question of first impression in Nevada. Unlike California, under the Nevada statutory scheme the appointment of a receiver is not a remedy of last resort because Nevada law does not require the Court to consider the

PRINT DATE: 06/21/2021

Page 1 of 3

Minutes Date: June 21, 2021

interests of both the judgment creditor and the judgment debtor, and whether the appointment of a receiver is a reasonable method to obtain the fair and orderly satisfaction of the judgment. Under the Nevada statute, “[a]fter judgement, to dispose of the property according to the judgment, ... in proceedings in aid of execution, when an execution has returned unsatisfied, or when the judgment debtor refuses to apply the judgment debtor’s property in satisfaction of the judgment,” a receiver may be appointed by the Court. See, NRS 32.010.4. In the instant action Pacific West has utilized the standard debt collection procedures as set forth in its motion.

In light of the foregoing, Plaintiff Pacific Western Bank’s Motion for the Appointment of Receiver Over Judgment Debtor Vincent T. Schettler’s Assets shall be GRANTED.

Counsel for Plaintiff, Pacific Western Bank, shall prepare a detailed Order, Findings of Facts, and Conclusions of Law, based not only on the foregoing Minute Order, but also on the record on file herein. This is to be submitted to adverse counsel for review and approval and/or submission of a competing Order or objections, prior to submitting to the Court for review and signature.

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.

EXHIBIT 2

EXHIBIT 2

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

22 On April 28, 2021, at 9:00 a.m. in Department XVI of the above-captioned Court,
23 (1) Plaintiff/Judgment Creditor PACIFIC WESTERN BANK's (hereinafter "PacWest") Motion
24 for Appointment of a Receiver Over Judgment Debtor Vincent T. Schettler's Assets ("Motion"),
25 and (2) Defendant/Judgment Debtor VINCENT T. SCHETTLER's (hereinafter "Schettler")
26 Countermotion for Appointment of Special Master ("Countermotion"), came on for hearing. Dan
27 R. Waite of Lewis Roca Rothgerber Christie LLP appeared on behalf of PacWest. J. Rusty Graf
28 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.

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

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

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

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

18 5. Even if Schettler pays himself only infrequently, he clearly refuses to apply any of
19 his property in even partial satisfaction of PacWest’s judgment. Indeed, on two separate
20 occasions, Schettler has represented in open court that he offered to pay PacWest \$1,000,000 in
21 settlement of the approximately \$3,000,000 judgment he owes PacWest. (See Hrg. Trans.
22 (7/29/20) at 13:12-13, and Hrg. Trans. (10/14/20) at 13:19-20). Thus, while Schettler admits he
23 has access to at least \$1,000,000 to pay toward the judgment, he refuses to pay anything
24 voluntarily, i.e., in the language of NRS 32.010(4), he “refuses to apply [his] property in
25 satisfaction of the judgment.”

26 6. Schettler’s employer, Vincent T. Schettler, LLC, is an operational entity for the
27 commission income Schettler earns as a licensed real estate broker. In other words, Schettler
28 provides valuable services as a real estate broker and he, the judgment debtor, earns the

114800360.3

1 commissions. Yet, the compensation and commissions earned by Schettler are not paid to
2 Schettler. Instead, Schettler, through his control of Vincent T. Schettler, LLC, diverts his own
3 commissions and other compensation directly to the Schettler Family Trust, which then pays
4 Schettler's opulent living expenses.

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

9 8. Schettler is a very recalcitrant judgment debtor.

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

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

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

21 12. A receiver is also needed (1) because Schettler is "a judgment debtor with direct or
22 indirect access to substantial wealth and assets, who [has] frustrated [PacWest's] considerable
23 efforts to collect its judgment," and (2) to "investigate and determine what assets [Schettler]
24 possesses, whether in the LLC's or otherwise, and to determine whether the arrangements are a
25 subterfuge for avoiding [Schettler's personal] debt." *Morgan Stanley Smith Barney LLC v.*
26 *Johnson*, 952 F.3d 978, 983 (8th Cir. 2020) (internal quotation marks omitted); *accord, Otero v.*
27 *Vito*, 2008 WL 4004979, at *4 (M.D. Ga. 2008) (a receiver was needed to "unravel[] the
28 complicated web of entities and transactions woven by [the judgment debtors]").

114800360.3

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

CONCLUSIONS OF LAW

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

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

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

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

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

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

7. Given that Schettler has not voluntarily paid anything in more than six years since the judgment was entered against him but has somehow managed to live opulently, even buying a \$2,000,000 home in the summer of 2019 (albeit he titled the home in the name of the Schettler

1 Family Trust), the receiver should be given broad powers to locate and apply assets in satisfaction
2 of the 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 July 10, 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

114800360.3

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 pursuant to NRS 32.255, which provides the Court, when appointing a
28

1 receiver, with "exclusive jurisdiction to direct the receiver and determine any controversy related
2 to the receivership or receivership property:"

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

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

Receiver deems necessary for the proper administration of the Receivership Estate.

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

1 IT IS FURTHER ORDERED that Schettler shall comply with each and every duty
2 imposed on an “owner” by NRS 32.300.

3 IT IS FURTHER ORDERED that PacWest’s judgment against Schettler is excluded from
4 the stay imposed by NRS 32.305.

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

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

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

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

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

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

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

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

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

10 **IT IS SO ORDERED.**

11
12
13
14 Submitted by:
15 LEWIS ROCA ROTHGERBER CHRISTIE LLP

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

EXHIBIT 3

EXHIBIT 3

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE**JUSTICE CENTER:**

- ☒ Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045
☐ Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512
☐ Harbor-Laguna Hills Facility - 23141 Moulton Pkwy., Laguna Hills, CA 92653-1251
☐ Harbor-Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595
☐ Lamoreaux - 341 The City Drive, Orange, CA 92868-3205
☐ North - 1275 N. Berkeley Ave., P. O. Box 5000, Fullerton, CA 92838-0500
☐ West - 8141 13th Street, Westminster, CA 92683-4593

PLAINTIFF/PETITIONER: PACIFIC WESTERN BANK, a California banking corporation**DEFENDANT/RESPONDENT:** JOHN A. RITTER, an individual; DARREN D. BADGER, an individual; VINCENT T. SCHETTLER, an individual; and, DOES 1 through 50,**EXEMPLIFICATION OF COURT RECORD****CASE NUMBER:**

30-2012-00619626-CU-CO-CJC

I, Alan Carlson, Executive Officer and Clerk of the Superior Court of California, County of Orange, which is a court having a seal, do certify and attest that the attached document consisting of 4 page(s) is a true and correct copy of the original record in this Court.

Date Filed:	Document:
SEPT 26 2014//////////	JUDGMENT AFTER GRANTING OF MOTIONS FOR SUMMARY JUDGMENT AS TO PLAINTIFF'S COMPLAINT AND AS TO THE FIRST AMENDED CROSS-COMPLAINT FILED BY RITTER AND BADGER(END)//////////
//////////	//////////
//////////	//////////



Date: October 8, 2014

Clerk of the Superior Court

Prepared by

I, the undersigned, a judge of the above-named court, certify that Alan Carlson, who is named above, is the Clerk of the above-named court, having a seal, which is affixed above; that this person is the proper officer of the court authorized by law to execute the same; that the Clerk's signature is genuine; and that the attestation is in due form according to the laws of the State of California.



Date: October 8, 2014

GLENDA SANDERS, JUDICIAL OFFICER

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
SEP 26 2014
JAN CARLSON, Clerk of the Court
BY C. BOLSON

PRENOVOST, NORMANDIN, BERGH & DAWE
A Professional Corporation
TOM R. NORMANDIN, SBN 102265
tnormandin@pnbd.com
ADAM S. HAMBURG, SBN 247127
ahamburg@pnbd.com
2122 North Broadway, Suite 200
Santa Ana, California 92706-2614
Phone No.: (714) 547-2444
Fax No.: (714) 835-2889

Attorneys for Pacific Western Bank

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

PACIFIC WESTERN BANK, a California
banking corporation,

Plaintiff,

v.

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

Defendant.

AND RELATED CROSS-ACTIONS.

Case No. 30-2012-00619626-CU-CO-CJC

~~PROPOSED~~ JUDGMENT AFTER
GRANTING OF MOTIONS FOR
SUMMARY JUDGMENT AS TO
PLAINTIFF'S COMPLAINT AND AS TO
THE FIRST AMENDED CROSS-
COMPLAINT FILED BY RITTER AND
BADGER

Assigned for All Purposes to:
Hon. David Chaffee, Dept. C20

Action Filed: December 19, 2012
Trial Date: November 10, 2014

Plaintiff Pacific Western Bank's ("Pacific Western Bank" or "Bank") Motion for Summary
Judgment or, in the Alternative, Summary Adjudication as to Plaintiff's Complaint came on for
hearing on February 21, 2014 at 9:30 a.m. before the Honorable David Chaffee, Judge Presiding.

After full consideration of the matter, on June 25, 2014, the Court granted the Bank's
Motion for Summary Judgment on its Complaint and ordered that judgment be entered in favor of
the Bank and against Defendant Vincent T. Schettler ("Schettler") in the amount of \$2,682,455.81
(principal sum of \$2,497,568.73, plus accrued interest through December 5, 2012 in the amount of

1 \$10,406.54, and *per diem* interest, at the daily rate of \$346.88, from December 5, 2012 through
2 April 22, 2014 in the amount of \$174,480.64).

3 The Bank's Motion for Summary Judgment or, in the Alternative, Summary Adjudication
4 as to the First Amended Cross-Complaint ("FACC") of Defendants and Cross-Complainants John
5 A. Ritter and Darren D. Badger came on for hearing on July 11, 2014 at 9:30 a.m. before the
6 Honorable David Chaffee, Judge Presiding.

7 After full consideration of the matter, on July 22, 2014, this Court granted the Bank's
8 Motion for Summary Judgment on John A. Ritter and Darren D. Badger's FACC in its entirety on
9 the grounds that the first through fifth causes of action alleged in the FACC were all barred by the
10 applicable statute of limitations.

11 The Court denied John A. Ritter and Darren D. Badger's Motion for Leave to File a
12 Second Amended Cross-Complaint as moot.

13 IT IS THEREFORE ORDERED AND ADJUDGED that judgment be entered in favor of
14 Pacific Western Bank on its Complaint and against John A. Ritter and Darren D. Badger, jointly
15 and severally with Vincent T. Schettler and each other, in the amount in the amount of
16 \$2,717,490.79 (comprising the principal sum of \$2,497,568.73, plus accrued interest through
17 December 5, 2012 in the amount of \$10,406.54, and *per diem* interest, at the daily rate of \$346.88,
18 from December 5, 2012 through August 1, 2014 in the amount of \$209,515.52).

19 IT IS FURTHER ORDERED AND ADJUDGED that the FACC be dismissed with
20 prejudice.

21 IT IS FURTHER ORDERED that Pacific Western Bank is entitled to recover the costs
22 associated with the prosecution and defense of these actions, including reasonable attorney's fees,
23 subject to the filing of an appropriate Memorandum of Costs and Motion for Attorney's Fees.

24 IT IS SO ORDERED.

25 DATED: SEP 26 2014

26
27 
28 Hon. David Chaffee, Judge

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF ORANGE

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Orange, State of California. My business address is 2122 North Broadway, Suite 200, Santa Ana, CA 92706-2614.

On August 19, 2014, I served true copies of the following document(s) described as **[PROPOSED] JUDGMENT AFTER GRANTING OF MOTIONS FOR SUMMARY JUDGMENT AS TO PLAINTIFF'S COMPLAINT AND AS TO THE FIRST AMENDED CROSS-COMPLAINT FILED BY RITTER AND BADGER** on the interested parties in this action as follows:

SEE ATTACHED SERVICE LIST

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with Prenovost, Normandin, Bergh & Dawe's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Santa Ana, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 19, 2014, at Santa Ana, California.

/s/ Jan M. Wade
Jan M. Wade

PRENOVOST, NORMANDIN, BERGH & DAWE
A Professional Corporation
2122 NORTH BROADWAY, SUITE 200
SANTA ANA, CALIFORNIA 92706-2614
TEL (714) 547-2444 • Fax (714) 545-2489

SERVICE LIST

Pacific Western Bank v. John A. Ritter, et al.
30-2012-00619626-CU-CO-CJC

Daniel Y. Zohar
ZOHAR LAW FIRM, P.C.
601 S. Figueroa Street, Suite 2675
Los Angeles, CA 90017
(213) 689-1300
fax (213) 689-1305

Attorneys for Defendants and Cross-
Defendants, John A. Ritter and Darrin D.
Badger

Adam S. Paris
Rory P. Culver
SULLIVAN & CROMWELL LLP
1888 Century Park East, Suite 2100
Los Angeles, CA 90067
310-712-6600
fax 310-712-8800
parisa@sullcrom.com
culverr@sullcrom.com
Co-counsel for Pacific Western Bank

THE YOCCA LAW FIRM LLP

Mark W. Yocca
Paul Kim
19900 MacArthur Blvd., Suite 650
Irvine, CA 92612
(949) 253-0800
fax (949) 253-0870
Attorneys for Defendant, Vincent T. Schettler

EXHIBIT 4

EXHIBIT 4

TIMELINE OF EVENTS

1. In April and May 2015, the Bank caused the issuance of several writs of garnishment and execution to various entities and financial institutions, including, the Schettler children's 529 education accounts at Wells Fargo, the Schettler Family Trust account at Bank of Nevada, and TD Ameritrade account owned by the Vincent T. Schettler, LLC Profit Sharing Plan.¹

2. On July 15, 2015, the Court issued a protective order which quashed the Bank's writs of garnishment and execution.²

3. On September 1, 2015, the Court (Judge Gonzalez) heard several pending matters, including, the disputes over claimed exemptions made by all of the defendants, including Vincent's remaining claims for the Schettler Family Trust. Notably, the Court stated that a judgment debtor examination and then, an evidentiary hearing, would be needed before a determination could be made regarding the claimed exemption over the Schettler Family Trust.³ Notably, no such evidentiary hearing has taken place, despite Vincent's repeated requests for one.

4. On August 19, 2015, the Court granted Vincent's motion requesting that the Schettler 529 educational account be exempted from judgment execution.⁴ On November 2, 2015, the Court granted Vincent's claim of exemption for the ERISA retirement plan. The writs of garnishment and execution served on TD Ameritrade were therefore quashed and the funds held at TD Ameritrade and declared to be exempt from execution.⁵

5. On September 29, 2017, after over two years of inaction, the Court (Judge Hardy) issued an order to show cause why the case should not be dismissed. On October 6, 2017, the Bank filed a response to the order to show cause stating the case needs to remain open to continue to

¹ See Writs of Execution and Writs of Garnishment, attached hereto as **Exhibit 4-A**.

² See Order re Emergency Motion, attached hereto as **Exhibit 4-B**.

³ See 9/1/15 Court Minutes, attached hereto as **Exhibit 4-C**.

⁴ See Order re 529 Accounts, attached hereto as **Exhibit 4-D**.

⁵ See Order re TD Ameritrade, attached hereto as **Exhibit 4-E**.

enforce the judgment against Vincent.⁶ The Court set status checks every six months to see if the case should remain open.⁷

6. On April 18, 2018, the Court (Judge Hardy) convened its first six-month status check. The Bank's counsel failed to appear. The Court ordered that the case be administratively closed because it only kept the same open due to representations by the Bank's counsel that it was still pursuing judgment collection against Vincent. On April 26, 2018, the Court (Judge Hardy) administratively closed this case as a result of the Bank's failure to prosecute.⁸

7. On April 19, 2019, the Bank filed an Ex Parte Application for Examination of Judgment Debtor, which was granted that same day. On July 30, 2019, Vincent submitted to the Bank's Judgment Debtor Examination.⁹

8. On November 25, 2019, the Bank filed a petition in probate court to take jurisdiction of the Schettler Family Trust, to confirm trustees, and to declare assets of trust subject to claims against the settlor pursuant to NRS 164.033(1)(c) (the "Trust Petition"). Vincent and Mrs. Schettler, the trustees of the Schettler Family Trust, filed their objection to the Trust Petition on January 9, 2020.

9. On January 17, 2020, the Probate Commissioner heard the Trust Petition and issued a Report and Recommendation on March 9, 2020, wherein he recommended, inter alia, that the Court declare that the Schettler Family Trust is subject to Vincent's debts to the extent the Schettler Family Trust holds assets owned by Vincent, and that the trust is funded with both community and separate property.¹⁰

10. On March 18, 2020, Vincent and Mrs. Schettler filed their objection to the Probate Commissioner's Report and Recommendation.

⁶ See Response to Order to Show Cause, attached hereto as **Exhibit 4-F**.

⁷ See 10/18/17 Minute Order, attached hereto as **Exhibit 4-G**.

⁸ See Order, entered on April 26, 2018, attached hereto as **Exhibit 4-H**.

⁹ The Judgment Debtor Examination of Vincent T. Schettler was initially conducted on July 20, 2019. Vincent also submitted to a second day of examination on September 13, 2019.

¹⁰ See Probate Commissioner's Report and Recommendation, attached hereto as **Exhibit 4-I**.

11. On April 23, 2020, Judge Sturman heard the Trustees' Objection to the Report and Recommendation and adopted, in part, and modified, in part the Report and Recommendation. Notably, Judge Sturman clarified that all rights that Vincent and Mrs. Schettler have concerning exemptions relating to community and separate property are reserved. Due to competing orders being submitted, however, Judge Sturman has not yet entered an order regarding the same.¹¹

12. On October 2, 2020, the Bank obtained from the Clerk of the Court a Writ of Execution (the "House Writ"), which directed the constable or sheriff to take:

All non-exempt personal property belonging to Vincent T. Schettler, a total value not to exceed NET BALANCE reflected above, that can be found located on, at, or within the property or residence at 9521 Tournament Canyon Drive, Las Vegas, Nevada 89144, including money, art, sports memorabilia, tools, jewelry, collections, books, entertainment systems, televisions, etc.¹²

Problematic with the House Writ is the fact that there is obviously personal property within Vincent's residence that is not his property and, therefore, should not be levied. The constable or sheriff would have no way of knowing what personal property Vincent's was and therefore would put the constable or sheriff in the unenviable position of either taking all personal property within the residence (which could give rise to a tort claim against the Bank and/or the constable or sheriff¹³) or making speculative guesses as to what property was Vincent's and what wasn't. And while NRS 31.070 provides Vincent's family a remedy for wrongful execution, patently overbroad writs of execution can constitute an abuse of process.

13. On November 14, 2020, Deputies from the Las Vegas Township Constable's Office, along with two thirty-foot moving trucks, showed up at Vincent's residence who requested

¹¹ See Alan Freer's Letter to Judge Sturman, dated March 12, 2021, attached hereto as **Exhibit 4-J**.

¹² See October 1, 2020, Writ of Execution, attached hereto as **Exhibit 4-K**.

¹³ See *Elliott v. Denton & Denton*, 109 Nev. 979, 860 P.2d 725, at n. 1; and *In re Charleston Associates, LLC*, 590 B.R. 510, 516 (Bkrtcy.D.Nev. 2018) (citing *Elliott*).

entry into the home “to seize property to comply with the [House Writ.]”¹⁴ Based on the advice of counsel, Vincent denied the deputies entry into his residence.¹⁵

14. On November 20, 2020, Vincent filed a Motion for Protective Order Seeking to Quash the Writ of Execution and for an Order to Show Cause why the Bank Should Not Be Held in Contempt and for Sanctions (the “House Writ Motion”).¹⁶

15. On December 1, 2020, the House Writ expired pursuant to NRS 21.040. On December 11, 2020, the Bank filed an opposition to the House Writ Motion wherein it admitted that the House Writ expired and would be required to obtain a new writ for any additional execution efforts.

16. On March 2, 2021, the Court denied the House Writ Motion because the same was moot “since the subject [House Writ] expired on December 1, 2020.”

¹⁴ See Declaration of Craig Dahlheimer, attached hereto as **Exhibit 4-L**.

¹⁵ *Id.*

¹⁶ See Defendant Vincent T. Schettler’s Objection and Motion for Protective Order Quashing Plaintiff’s Writs of Execution and Motion for Order to PWB to Show Cause as to Why It Should Not Be Held in Contempt and Sanctioned Pursuant to NRS 22.030, on file with the Court.

EXHIBIT 4-A

EXHIBIT 4-A

WRTG
Bob L. Olson, Esq.
Nevada Bar No. 6019
Snell & Wilmer LLP
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone (702) 784-5200
Facsimile (702) 784-5252
Email: bolson@swlaw.com
*Attorneys for Plaintiff Pacific Western Bank, a
California banking corporation*

DISTRICT COURT
CLARK COUNTY, NEVADA

PACIFIC WESTERN BANK, a California
banking corporation,

Plaintiff,

v.

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

Defendants.

Case No. A-14-710645-F

Dept. No. XDX

WRIT OF GARNISHMENT

This WRIT must be answered,
signed and returned
to: Constable Las Vegas Township
302 E. Carson Ave., 5th Floor
Las Vegas, NV 89155

WRIT OF GARNISHMENT
THE STATE OF NEVADA TO: Bank of Nevada, Garnishee

You are hereby notified that you are attached as garnishee in the above-entitled action and you are commanded not to pay any debt from yourself to: (1) John Albert Ritter; (2) Darrin Badger and (3) Vincent T. Schettler, and that you must retain possession and control of all personal property including the contents of any safety deposit boxes, monies in all checking, money market, or savings accounts, mutual funds, certificates of deposit, the proceeds of any uncashed cashier's checks purchased by or payable to the order of John Albert Ritter or Darrin Badger or Vincent T. Schettler, credits, debts, effects, choses in action, and any other accounts held in the name of or for the benefit of said Respondents in order that the same may be dealt with according to law; where such property consists of wages, salaries, commissions or bonuses the amount you shall retain shall be in accordance with 15 U.S.C. 1673 and NRS 31.295;

Petitioner believes that you have property, money, credits, debts, effects, and choses in action in your hands and under your custody and control belonging to said Respondent described as:

All personal property including the contents of any safety deposit boxes, monies in all checking, money market, or savings accounts, mutual funds, certificates of deposit, the proceeds of any uncashed cashier's checks purchased by or payable to the order of John Albert Ritter or Darren Badger or Vincent T. Schettler, credits, debts, effects, choses in action, and any other accounts held in the name of or for the benefit of said Respondents including, but not limited to, the following accounts:

Bank of Nevada
2700 West Sahara Avenue
Las Vegas, NV 89102
Account Numbers: Unknown

Defendant	SSN/Tax ID	Last Known Address
John A. Ritter	[REDACTED] 1352	8575 W. Washburn Road Las Vegas, Nevada 89149
Darren D. Badger	[REDACTED] 0654	6262 Whispering Brook Court Las Vegas, Nevada 89149
Vincent T. Schettler	[REDACTED] 2027	222 Karen Ave., Unit 3101 Las Vegas, Nevada 89144

YOU ARE REQUIRED within 20 days from the date of service of this Writ of Garnishment to answer the interrogatories set forth herein and to return your answers to the office of the Constable which has issued this Writ of Garnishment. In case of your failure to answer the interrogatories within 20 days, a judgment by default in the amount due the Petitioner may be entered against you.

YOU ARE FURTHER REQUIRED to serve a copy of your answers to the Writ of Garnishment on Petitioner's attorney whose address appears below.

Issued at direction of:

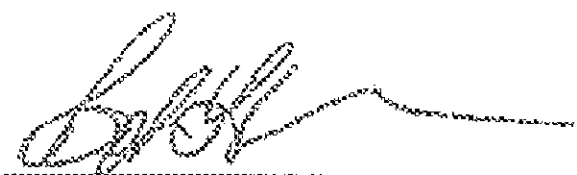
Snell & Wilmer

LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 386-6500

SNELL & WILMER, L.L.P.

CONSTABLE LAS VEGAS
TOWNSHIP

By:


Bob L. Olson (Nevada Bar No. 3783)
3883 Howard Hughes Parkway, Ste. 1100
Las Vegas, Nevada 89169
*Attorneys for Plaintiff Pacific Western
Bank, a California banking corporation*

By:

Deputy
302 E. Carson Ave.
5th Floor
Las Vegas, NV 89155

STATE OF NEVADA)

CLARK COUNTY)

The undersigned, being duly sworn, states that I received the within Writ of Garnishment on the _____ day of _____, 2015 and personally served the same on the _____ day of _____, 2015 by showing the original Writ of Garnishment, informing of the contents and delivery and leaving a copy, along with the statutory fee of \$5.00, with _____ at Las Vegas, County of Clark, State of Nevada.

R. WYANT P#9573
Deputy Constable

INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE UNDER OATH:

1. Are you in any manner indebted to the Respondent, jointly or severally, either in property or money, and is the debt now due? If not due, when is the debt to become due? State fully all particulars.

Answer _____

2. Are you an employer of the Respondent, jointly or severally? If so, state the length of your pay period and the amount the Respondent presently earns during a pay period.

Answer _____

3. Did you have in your possession, in your charge or under your control, on the date the writ of garnishment was served upon you, any money, property, effects, goods, chattels, rights, credits or choses in action of the Respondent, jointly or severally, or in which Respondent, jointly or severally, are interested? If so, state its value, and state fully all particulars.

Answer _____

4. Do you know of any debts owing to the Respondent, whether due or not due, or any money, property, effects, goods, chattels, rights, credits or choses in action, belonging to Respondent, jointly or severally, or in which Respondent, jointly or severally, are interested, and now in the possession or under the control of others? If so, state particulars.

Answer _____

5. State your correct name and address, or the name and address of your attorney upon whom written notice of further proceedings in this action may be served.

Answer _____

Garnishee, Bank of Nevada

Snell & Wilmer

LAW OFFICES
3801 HOWARD HUGHES BLVD., SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 734-7700

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I _____, do solemnly swear (or affirm) that the answers to the foregoing interrogatories by me subscribed are true.

(Signature of Garnishee)

SUBSCRIBED AND SWORN to before me
This _____ day of _____, 2015.

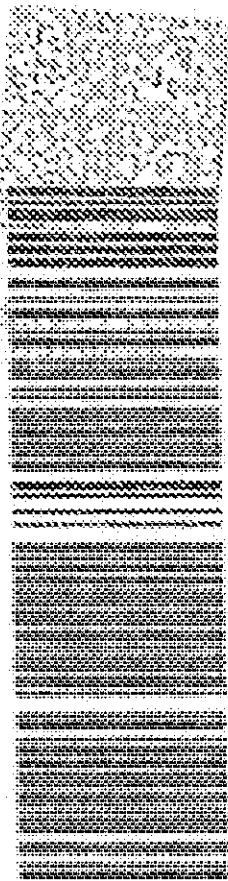
Notary Public of and for said County and State



Alliance Bank
3000 13th Ave.
Minneapolis, MN 55404
612.338.2200

[illegible]

SECRET



8055 2806 4E02 1666 6612 76

[illegible]

Scheider Family Trust
Vincent T Scheidler Trustee
Kelly Scheidler Trustee
3960 Howard Hughes Pkwy #150
Las Vegas NV 89169

00
 01
 02
 03
 04
 05
 06
 07
 08
 09
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99

WTEX
Bob L. Olson, Esq.
Nevada Bar No. 6019
Snell & Wilmer LLP
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone (702) 784-5200
Facsimile (702) 784-5252
Email: bolson@swlaw.com
Attorneys for Plaintiff Pacific Western Bank, a
California banking corporation

DATE & TIME 5/5/15 11:35
REC'D VIA Walking
BRANCH # 2530
NAME JULIANA BEDRIO
INITIAL JB

DISTRICT COURT

CLARK COUNTY, NEVADA

PACIFIC WESTERN BANK, a California
banking corporation,

Case No. A-14-710645-F

Dept. No. XIX

Plaintiff,

v.

WRIT OF EXECUTION

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

Defendants.

DATE & TIME 5/5/15 12:17pm

REC'D VIA E-mail

BRANCH # 01-2530

NAME Jim Alkon

INITIAL JA

WRIT OF EXECUTION

☐ Earnings ☒ Other Property
☐ Earnings, Order of Support

THE STATE OF NEVADA TO THE CONSTABLE OF LAS VEGAS TOWNSHIP,
GREETINGS:

On September 26, 2014, a judgment, upon which there is due in United States Currency
the following amounts, was entered in this action in favor of Plaintiff, Pacific Western Bank, a
California banking corporation ("Plaintiff") as judgment creditor and against all Defendants John
A. Ritter, Darren D. Badger and Vincent T. Schettler, jointly and severally, as judgment debtors,
interest and costs have accrued in the amounts shown. Any satisfaction has been credited first
against total accrued interest and costs leaving the following net balance which sum bears interest
at 4.72% per annum from December 5, 2012, to date of levy, and to which sum must be added all

Snell & Wilmer

LAW OFFICES
3650 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 735-3300

commissions and costs of executing this Writ.

JUDGMENT BALANCE

AMOUNTS TO BE COLLECTED BY LEVY

Principal	\$2,497,568.73	NET BALANCE	\$2,798,660.71
Pre-judgment Interest *(December 5, 2012 thru April 22, 2014)	\$184,887.18	Fee this Writ	\$18.00
Attorney's Fees	\$0.00	Garnishment Fee	\$5.00
Costs	\$0.00	Mileage	\$6.00
JUDGMENT TOTAL	\$2,682,455.91	Levy Fee	10-
Accrued Costs	\$0.00	Advertising	\$0.00
Post Judgment Interest (as of April 23, 2014/*335 days)	\$116,204.80	Storage	\$0.00
Less Satisfaction	\$0.00	Interest from Date of Issuance	\$0.00
NET BALANCE	\$2,798,660.71	SUB-TOTAL	2798689.71
		Commission	\$14046.95
		TOTAL LEVY	\$ 2,812,736.66

NOW, THEREFORE, you are commanded to satisfy the Judgment for the total amount due out of the following described personal property and if sufficient personal property cannot be found, then out of the following described real property:

///

///

Make Check Payable To:
Clerk/Clerk
302 N. Carson Ave. - 3rd Floor
Las Vegas, NV 89101
702-435-4000
Put Case # & Name on Check

Bank of Nevada
2700 West Sahara Avenue
Las Vegas, NV 89102

Account Numbers: Unknown

All personal property including the contents of any safety deposit boxes, monies in all checking, money market, or savings accounts, mutual funds, certificates of deposit, the proceeds of any uncashed cashier's checks purchased by or payable to the order of John Albert Ritter or Darren Badger or Vincent T. Schettler (collectively "Respondents"), credits, debts, effects, choses in action, and any other accounts held in the name of or for the benefit of said Respondents

Defendant	SSN/Tax ID	Last Known Address
John A. Ritter	██████-1352	8575 W. Washburn Road Las Vegas, Nevada 89149
Darren D. Badger	██████-0654	6262 Whispering Brook Court Las Vegas, Nevada 89149
Vincent T. Schettler	██████-2027	222 Karen Ave., Unit 3101 Las Vegas, Nevada 89144

EXEMPTIONS WHICH APPLY TO THIS LEVY
(Check appropriate paragraph and complete as necessary)

☒ Property Other Than Wages. The exemption set forth in Nev. Rev. Stat. § 21.090 or in applicable Federal statutes may apply. Consult an attorney.

☐ Earnings. The amount subject to garnishment and this writ shall not exceed for any one pay period the lesser of:

A. 25% of the disposable earnings due to the judgment debtor for the pay period, or

B. The difference between the disposable earnings for the period and \$100.50 per week for each week of the pay period.

☐ Earnings (Judgment or Order for Support).

A judgment was entered for amounts due under a decree or order entered on _____, 200__, by the _____ for support of _____, for the period from _____, 200__, through _____, 200__, in _____ installments of \$_____.

The amount of disposable earnings subject to garnishment and this writ shall not exceed for any one pay period:

☐ A maximum of 50 percent of the disposable earnings of such judgment debtor who is supporting a spouse or dependent child other than the dependent named above;

☐ A maximum of 60 percent of the disposable earnings of such judgment debtor who is not supporting a spouse or dependent child other than the dependent named above;

☐ Plus an additional 5% of the disposable earnings of such judgment debtor if and to extent that the judgment is for support due for a period of time more than 12 weeks prior to the

Snell & Wilmer

LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 394-0000

beginning of the work period of the judgment debtor during which the levy is made upon the disposable earnings.

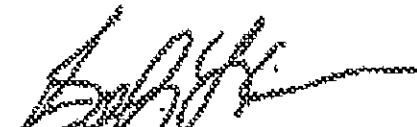
NOTE: Disposable earnings are defined as gross earning less deductions for Federal Income Tax Withholding, Federal Security Tax and Withholding for any State, County or City Tax.

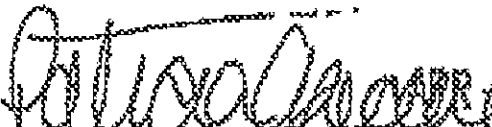
You are required to return this Writ from date of issuance not less than ten (10) days or more than sixty (60) days with the results of the levy endorsed thereon.

Issued at the direction of:

SNELL & WILMER L.L.P.

CLARK COUNTY CLERK OF COURT

By: 
Bob L. Olson (Nevada Bar No. 3783)
3883 Howard Hughes Parkway,
Suite 1100
Las Vegas, Nevada 89169
Attorneys for Plaintiff Pacific Western Bank, a
California banking corporation

By:  APR 21 2015
PATRICIA AZUCENA APR 21 2015

RETURN

<input type="checkbox"/> Not satisfied	\$
<input type="checkbox"/> Satisfied in Sum of	\$
<input type="checkbox"/> Costs Retained	\$
<input type="checkbox"/> Commission Retained	\$
<input type="checkbox"/> Costs Incurred	\$
<input type="checkbox"/> Costs Received	\$

REMITTED TO
JUDGMENT CREDITOR \$

DEPUTY CONSTABLE/SHERIFF

By: _____
Deputy Date

1 WRTG
2 Bob L. Olson, Esq.
3 Nevada Bar No. 6019
4 Snell & Wilmer LLP.
5 3883 Howard Hughes Parkway, Suite 1100,
6 Las Vegas, NV 89169
7 Telephone (702) 784-5200
8 Facsimile (702) 784-5252
9 Email: bolson@swlaw.com
10 Attorneys for Plaintiff Pacific Western Bank, a
11 California banking corporation

This WRIT must be answered,
signed and returned
to: Constable Las Vegas Township
302 E. Carson Ave., 5th Floor
Las Vegas, NV 89155

DISTRICT COURT
CLARK COUNTY, NEVADA

12 PACIFIC WESTERN BANK, a California
13 banking corporation,

Case No. A-14-710645-F

Dept. No. XIX

14 Plaintiff,

15 v.

WRIT OF GARNISHMENT

16 JOHN A. RITTER, an individual;
17 DARREN D. BADGER, an individual;
18 VINCENT T. SCHETTLE, an individual;
19 and DOES 1 THROUGH 50,

20 Defendants.

WRIT OF GARNISHMENT

THE STATE OF NEVADA TO: Wells Fargo Advisors, Garnishee

21 You are hereby notified that you are attached as garnishee in the above-entitled action and
22 you are commanded not to pay any debt from yourself to: (1) John Albert Ritter; (2) Darin
23 Badger and (3) Vincent T. Schettler, and that you must retain possession and control of all
24 personal property including the contents of any safety deposit boxes, monies in all checking,
25 money market, or savings accounts, mutual funds, certificates of deposit, the proceeds of any
26 uncashed cashier's checks purchased by or payable to the order of John Albert Ritter or Darin
27 Badger or Vincent T. Schettler, credits, debts, effects, choses in action, and any other accounts
28 held in the name of or for the benefit of said Respondents in order that the same may be dealt
with according to law; where such property consists of wages, salaries, commissions or bonuses
the amount you shall retain shall be in accordance with 15 U.S.C. 1673 and NRS 31.295;

31276779

Snell & Wilmer

LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 784-5200
(702) 784-5252
FACSIMILE

Petitioner believes that you have property, money, credits, debts, effects, and choses in action in your hands and under your custody and control belonging to said Respondent described as:

All personal property including the contents of any safety deposit boxes, monies in all checking, money market, or savings accounts, mutual funds, certificates of deposit, the proceeds of any uncashed cashier's checks purchased by or payable to the order of John Albert Ritter or Darrin Badger or Vincent T. Schettler, credits, debts, effects, choses in action, and any other accounts held in the name of or for the benefit of said Respondents including, but not limited to, the following accounts:

Wells Fargo Advisors
3763 Howard Hughes Pkwy, #330
Las Vegas, NV 89169
Account Numbers: Unknown

Defendant	SSN/Tax ID	Last Known Address
John A. Ritter	526-25-1352	8575 W. Washburn Road Las Vegas, Nevada 89149
Darren D. Badger	530-96-0654	6262 Whispering Brook Court Las Vegas, Nevada 89149
Vincent T. Schettler	530-11-2027	222 Karen Ave., Unit 3101 Las Vegas, Nevada 89144

YOU ARE REQUIRED within 20 days from the date of service of this Writ of Garnishment to answer the interrogatories set forth herein and to return your answers to the office of the Constable which has issued this Writ of Garnishment. In case of your failure to answer the interrogatories within 20 days, a judgment by default in the amount due the Petitioner may be entered against you.

YOU ARE FURTHER REQUIRED to serve a copy of your answers to the Writ of Garnishment on Petitioner's attorney whose address appears below.

Issued at direction of:


Snell & Wilmer

LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 734-3300

SNELL & WILMER, LLP.

CONSTABLE LAS VEGAS
TOWNSHIP

By:


Bob L. Olson (Nevada Bar No. 3783)
3383 Howard Hughes Parkway, Ste. 1100
Las Vegas, Nevada 89169
*Attorneys for Plaintiff Pacific Western
Bank, a California banking corporation*

By:

J. HAMMACK PH9572

Deputy
302 E. Carson Ave.
5th Floor
Las Vegas, NV 89155

///

STATE OF NEVADA)

CLARK COUNTY)

The undersigned, being duly sworn, states that I received the within Writ of Garnishment
on the _____ day of _____, 2015 and personally served the same on the _____ day
of _____, 2015 by showing the original Writ of Garnishment, informing of the contents and
delivery and leaving a copy, along with the statutory fee of \$5.00, with _____
at Las Vegas, County of Clark, State of Nevada.

Deputy Constable

Snell & Wilmer

LAW OFFICES
3383 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 784-9280

Snell & Wilmer

LAW OFFICES
1383 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 784-5200

WTEX
Bob L. Olson, Esq.
Nevada Bar No. 6019
Snell & Wilmer LLP.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone (702) 784-5200
Facsimile (702) 784-5252
Email: bolson@swlaw.com
Attorneys for Plaintiff Pacific Western Bank, a
California banking corporation

DISTRICT COURT

CLARK COUNTY, NEVADA

PACIFIC WESTERN BANK, a California
banking corporation,

Case No. A-14-710645-F

Dept. No. XIX

Plaintiff,

v.

WRIT OF EXECUTION

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

Defendants.

WRIT OF EXECUTION

☐ Earnings ☒ Other Property
☐ Earnings, Order of Support

THE STATE OF NEVADA TO THE CONSTABLE OF LAS VEGAS TOWNSHIP,
GREETINGS:

On September 26, 2014, a judgment, upon which there is due in United States Currency
the following amounts, was entered in this action in favor of Plaintiff, Pacific Western Bank, a
California banking corporation ("Plaintiff") as judgment creditor and against all Defendants John
A. Ritter, Darren D. Badger and Vincent T. Schettler, jointly and severally, as judgment debtors,
interest and costs have accrued in the amounts shown. Any satisfaction has been credited first
against total accrued interest and costs leaving the following net balance which sum bears interest
at 4.72% per annum from December 5, 2012, to date of levy, and to which sum must be added all

21276793

1 commissions and costs of executing this Writ.

2 JUDGMENT BALANCE

3 AMOUNTS TO BE COLLECTED BY LEVY

4	Principal	\$2,497,568.73	NET BALANCE	\$2,798,660.71
5	Pre-judgment Interest *(December 5, 2012 thru April 22, 2014)	\$184,887.18	Fee this Writ	\$18.00 10
6	Attorney's Fees	\$0.00	Garnishment Fee	\$5.00
7	Costs	\$0.00	Mileage	\$8.00
8	JUDGMENT TOTAL	\$2,682,455.91	Levy Fee	\$0.00 18
9	Accrued Costs	\$0.00	Advertising	\$0.00
10	Post Judgment Interest (as of April 23, 2014/*335 days)	\$116,204.80	Storage	\$0.00
11	Less Satisfaction	\$0.00	Interest from Date of Issuance	\$0.00
12	NET BALANCE	\$2,798,660.71	SUB-TOTAL	2,798,701.71
13			Commission	\$14,046.01
14			TOTAL LEVY	\$2,812,747.72

15 NOW, THEREFORE, you are commanded to satisfy the Judgment for the total amount
16 due out of the following described personal property and if sufficient personal property cannot be
17 found, then out of the following described real property:

18 ///

19 ///

20 Make Check Payable To:
21 Constable
22 302 E. Carson Ave. - 5th floor
23 Las Vegas, NV. 89155
24 702-455-4099
25 Put Case # & Name on Check

Wells Fargo Advisors
3763 Howard Hughes Pkwy, #330
Las Vegas, NV 89169

Account Numbers: Unknown

All personal property including the contents of any safety deposit boxes, monies in all checking, money market, or savings accounts, mutual funds, certificates of deposit, the proceeds of any uncashed cashier's checks purchased by or payable to the order of John Albert Ritter or Darrin Badger or Vincent T. Schettler (collectively "Respondents"), credits, debts, effects, choses in action, and any other accounts held in the name of or for the benefit of said Respondents

Defendant	SSN/Tax ID	Last Known Address
John A. Ritter	526-25-1952	8575 W. Washburn Road Las Vegas, Nevada 89149
Darren D. Badger	530-96-0654	6262 Whispering Brook Court Las Vegas, Nevada 89149
Vincent T. Schettler	530-11-2027	222 Karen Ave., Unit 3101 Las Vegas, Nevada 89144

EXEMPTIONS WHICH APPLY TO THIS LEVY
(Check appropriate paragraph and complete as necessary)

☒ Property Other Than Wages. The exemption set forth in Nev. Rev. Stat. § 21.090 or in applicable Federal statutes may apply. Consult an attorney.

☐ Earnings. The amount subject to garnishment and this writ shall not exceed for any one pay period the lesser of:

A. 25% of the disposable earnings due to the judgment debtor for the pay period, or

B. The difference between the disposable earnings for the period and \$100.50 per week for each week of the pay period.

☐ Earnings (Judgment or Order for Support).

A judgment was entered for amounts due under a decree or order entered on _____, 200_ by the _____ for support of _____ for the period from _____ 200_ through _____, 200_ in _____ installments of \$ _____.

The amount of disposable earnings subject to garnishment and this writ shall not exceed for any one pay period:

☐ A maximum of 50 percent of the disposable earnings of such judgment debtor who is supporting a spouse or dependent child other than the dependent named above;

☐ A maximum of 60 percent of the disposable earnings of such judgment debtor who is not supporting a spouse or dependent child other than the dependent named above;

☐ Plus an additional 5% of the disposable earnings of such judgment debtor if and to extent that the judgment is for support due for a period of time more than 12 weeks prior to the

Snell & Wilmer

LAW OFFICES
3881 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 734-2100

beginning of the work period of the judgment debtor during which the levy is made upon the disposable earnings.

NOTE: Disposable earnings are defined as gross earning less deductions for Federal Income Tax Withholding, Federal Security Tax and Withholding for any State, County or City Tax.

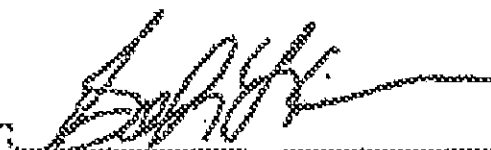
You are required to return this Writ from date of issuance not less than ten (10) days or more than sixty (60) days with the results of the levy endorsed thereon.

Issued at the direction of:

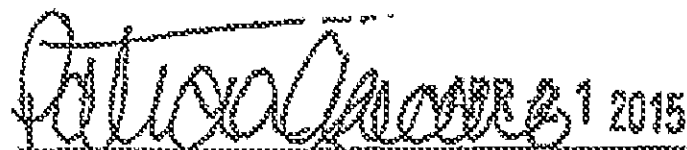
SNELL & WILMER L.L.P.

CLARK COUNTY CLERK OF COURT

By:



By:

 APR 21 2015

Bob L. Olson (Nevada Bar No. 3783)
3883 Howard Hughes Parkway,
Suite 1100
Las Vegas, Nevada 89169
*Attorneys for Plaintiff Pacific Western Bank, a
California banking corporation*

PATRICIA AZUCENA APR 21 2015

RETURN

<input type="checkbox"/> Not satisfied	\$
<input type="checkbox"/> Satisfied in Sum of	\$
<input type="checkbox"/> Costs Retained	\$
<input type="checkbox"/> Commission Retained	\$
<input type="checkbox"/> Costs Incurred	\$
<input type="checkbox"/> Costs Received	\$

REMITTED TO
JUDGMENT CREDITOR \$

DEPUTY CONSTABLE/SHERIFF

By:

Deputy

Date

Snell & Wilmer

LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 734-2500

1 **WTIX**
 2 Bob L. Olson, Esq.
 3 Nevada Bar No. 6019
 4 Snell & Wilmer LLP
 5 3883 Howard Hughes Parkway, Suite 1100
 6 Las Vegas, NV 89169
 7 Telephone (702) 784-5200
 8 Facsimile (702) 784-5252
 9 Email: bolson@swlaw.com
 10 *Attorneys for Plaintiff Pacific Western Bank, a*
 11 *California banking corporation*

DISTRICT COURT

CLARK COUNTY, NEVADA

12 PACIFIC WESTERN BANK, a California
 13 banking corporation,

14 Plaintiff,

15 v.

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

20 Defendants.

Case No. A-14-710645-F

Dept. No. XIX

WRIT OF EXECUTION

WRIT OF EXECUTION

☐ Earnings ☒ Other Property
☐ Earnings, Order of Support

21 THE STATE OF NEVADA TO THE CONSTABLE OF LAS VEGAS TOWNSHIP,
 22 GREETINGS:

23 On September 26, 2014, a judgment, upon which there is due in United States Currency
 24 the following amounts, was entered in this action in favor of Plaintiff, Pacific Western Bank, a
 25 California banking corporation ("Plaintiff") as judgment creditor and against all Defendants John
 26 A. Ritter, Darren D. Badger and Vincent T. Schettler, jointly and severally, as judgment debtors,
 27 interest and costs have accrued in the amounts shown. Any satisfaction has been credited first
 28 against total accrued interest and costs leaving the following net balance which sum bears interest
 at 4.72% per annum from December 5, 2012, to date of levy, and to which sum must be added all

commissions and costs of executing this Writ.

JUDGMENT BALANCE

AMOUNTS TO BE COLLECTED BY LEVY

Principal	\$2,497,568.73	NET BALANCE	\$2,798,660.71
Pre-judgment Interest *(December 5, 2012 thru April 22, 2014)	\$184,887.18	Fee this Writ	\$18.00
Attorney's Fees	\$0.00	Garnishment Fee	\$5.00
Costs	\$0.00	Mileage	\$22.00
JUDGMENT TOTAL	\$2,682,455.91	Levy Fee	\$0.00
Accrued Costs	\$0.00	Advertising	\$0.00
Post Judgment Interest (as of April 23, 2014/*335 days)	\$116,204.80	Storage	\$0.00
Less Satisfaction	\$0.00	Interest from Date of Issuance	\$0.00
NET BALANCE	\$2,798,660.71	SUB-TOTAL	
		Commission	\$
		TOTAL LEVY	\$

NOW, THEREFORE, you are commanded to satisfy the Judgment for the total amount due out of the following described personal property and if sufficient personal property cannot be found, then out of the following described real property:

///

///

TD Ameritrade
10801 W. Charleston Blvd., Suite 120
Las Vegas, NV 89135

Account Numbers: Unknown

All personal property including the contents of any safety deposit boxes, monies in all checking, money market, or savings accounts, mutual funds, certificates of deposit, the proceeds of any uncashed cashier's checks purchased by or payable to the order of John Albert Ritter or Darrin Badger or Vincent T. Schettler (collectively "Respondents"), credits, debts, effects, choses in action, and any other accounts held in the name of or for the benefit of said Respondents

Defendant	SSN/Tax ID	Last Known Address
John A. Ritter		8575 W. Washburn Road Las Vegas, Nevada 89149
Darren D. Badger		6262 Whispering Brook Court Las Vegas, Nevada 89149
Vincent T. Schettler		222 Karen Ave., Unit 3101 Las Vegas, Nevada 89144

EXEMPTIONS WHICH APPLY TO THIS LEVY
 (Check appropriate paragraph and complete as necessary)

☒ Property Other Than Wages. The exemption set forth in Nev. Rev. Stat. § 21.090 or in applicable Federal statutes may apply. Consult an attorney.

☐ Earnings. The amount subject to garnishment and this writ shall not exceed for any one pay period the lesser of:

A. 25% of the disposable earnings due to the judgment debtor for the pay period, or

B. The difference between the disposable earnings for the period and \$100.50 per week for each week of the pay period.

☐ Earnings (Judgment or Order for Support).

A judgment was entered for amounts due under a decree or order entered on _____, 200__, by the _____ for support of _____, for the period from _____, 200__, through _____, 200__, in _____ installments of \$_____.

The amount of disposable earnings subject to garnishment and this writ shall not exceed for any one pay period:

☐ A maximum of 50 percent of the disposable earnings of such judgment debtor who is supporting a spouse or dependent child other than the dependent named above;

☐ A maximum of 60 percent of the disposable earnings of such judgment debtor who is not supporting a spouse or dependent child other than the dependent named above;

☐ Plus an additional 5% of the disposable earnings of such judgment debtor if and to extent that the judgment is for support due for a period of time more than 12 weeks prior to the

Snell & Wilmer

LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 764-5100

beginning of the work period of the judgment debtor during which the levy is made upon the disposable earnings.

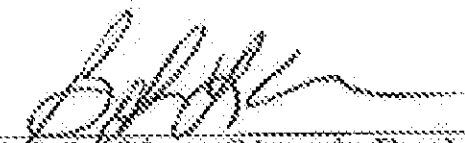
NOTE: Disposable earnings are defined as gross earning less deductions for Federal Income Tax Withholding, Federal Security Tax and Withholding for any State, County or City Tax.

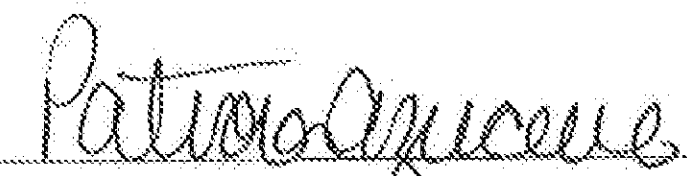
You are required to return this Writ from date of issuance not less than ten (10) days or more than sixty (60) days with the results of the levy endorsed thereon.

Issued at the direction of:

SNELL & WILMER L.L.P.

CLARK COUNTY CLERK OF COURT

By: 
Bob L. Olson (Nevada Bar No. 3783)
3883 Howard Hughes Parkway,
Suite 1100
Las Vegas, Nevada 89169
Attorneys for Plaintiff Pacific Western Bank, a
California banking corporation

By: 
PATRICIA AZUCENA APR 21 2015

RETURN

<input type="checkbox"/> Not satisfied	\$
<input type="checkbox"/> Satisfied in Sum of	\$
<input type="checkbox"/> Costs Retained	\$
<input type="checkbox"/> Commission Retained	\$
<input type="checkbox"/> Costs Incurred	\$
<input type="checkbox"/> Costs Received	\$

REMITTED TO
JUDGMENT CREDITOR \$

DEPUTY CONSTABLE/SHERIFF

By: _____
Deputy Date

1 **WRTG**
 2 Bob L. Olson, Esq.
 3 Nevada Bar No. 6019
 4 Snell & Wilmer LLP
 5 3883 Howard Hughes Parkway, Suite 1100
 6 Las Vegas, NV 89169
 7 Telephone (702) 784-5200
 8 Facsimile (702) 784-5252
 9 Email: bolson@swlaw.com
 10 *Attorneys for Plaintiff Pacific Western Bank, a*
 11 *California banking corporation*

7
 8 **DISTRICT COURT**
 9 **CLARK COUNTY, NEVADA**

10 **PACIFIC WESTERN BANK, a California**
 11 **banking corporation,**
 12 **Plaintiff,**

Case No. A-14-710645-F
 Dept. No. XIX

13 v.

WRIT OF GARNISHMENT

14 **JOHN A. RITTER, an individual;**
 15 **DARREN D. BADGER, an individual;**
 16 **VINCENT T. SCHETTLER, an individual;**
 17 **and DOES 1 THROUGH 50,**

Defendants.

18 **WRIT OF GARNISHMENT**
 19 **THE STATE OF NEVADA TO: TD Ameritrade, Garnishee**

20 You are hereby notified that you are attached as garnishee in the above-entitled action and
 21 you are commanded not to pay any debt from yourself to: (1) John Albert Ritter; (2) Darrin
 22 Badger and (3) Vincent T. Schettler, and that you must retain possession and control of all
 23 personal property including the contents of any safety deposit boxes, monies in all checking,
 24 money market, or savings accounts, mutual funds, certificates of deposit, the proceeds of any
 25 uncashed cashier's checks purchased by or payable to the order of John Albert Ritter or Darrin
 26 Badger or Vincent T. Schettler, credits, debts, effects, choses in action, and any other accounts
 27 held in the name of or for the benefit of said Respondents in order that the same may be dealt
 28 with according to law; where such property consists of wages, salaries, commissions or bonuses
 the amount you shall retain shall be in accordance with 15 U.S.C. 1673 and NRS 31.295;

Petitioner believes that you have property, money, credits, debts, effects, and choses in action in your hands and under your custody and control belonging to said Respondent described as:

All personal property including the contents of any safety deposit boxes, monies in all checking, money market, or savings accounts, mutual funds, certificates of deposit, the proceeds of any uncashed cashier's checks purchased by or payable to the order of John Albert Ritter or Darrin Badger or Vincent T. Schettler, credits, debts, effects, choses in action, and any other accounts held in the name of or for the benefit of said Respondents including, but not limited to, the following accounts:

TD Ameritrade
10801 W. Charleston Blvd., Suite 120
Las Vegas, NV 89135
Account Numbers: Unknown

Defendant	SSN/Tax ID	Last Known Address
John A. Ritter		8575 W. Washburn Road Las Vegas, Nevada 89149
Darren D. Badger		6262 Whispering Brook Court Las Vegas, Nevada 89149
Vincent T. Schettler		222 Karen Ave., Unit 3101 Las Vegas, Nevada 89144

YOU ARE REQUIRED within 20 days from the date of service of this Writ of Garnishment to answer the interrogatories set forth herein and to return your answers to the office of the Constable which has issued this Writ of Garnishment. In case of your failure to answer the interrogatories within 20 days, a judgment by default in the amount due the Petitioner may be entered against you.

YOU ARE FURTHER REQUIRED to serve a copy of your answers to the Writ of Garnishment on Petitioner's attorney whose address appears below.

Issued at direction of:

Snell & Wilmer

LAW OFFICES
3883 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 764-5200

1 SNELL & WILMER, L.L.P.

CONSTABLE LAS VEGAS

2
3
4 By:

Bob L. Olson (Nevada Bar No. 3783)
3883 Howard Hughes Parkway, Ste. 1100
Las Vegas, Nevada 89169
*Attorneys for Plaintiff Pacific Western
Bank, a California banking corporation*

By:

Deputy
302 E. Carson Ave.
5th Floor
Las Vegas, NV 89155

8
9 STATE OF NEVADA)

10 CLARK COUNTY)

11 The undersigned, being duly sworn, states that I received the within Writ of Garnishment
12 on the _____ day of _____, 2015 and personally served the same on the _____ day
13 of _____, 2015 by showing the original Writ of Garnishment, informing of the contents and
14 delivery and leaving a copy, along with the statutory fee of \$5.00, with _____
15 at Las Vegas, County of Clark, State of Nevada.

16
17 Deputy Constable

INTERROGATORIES TO BE ANSWERED BY THE GARNISHEE UNDER OATH:

1. Are you in any manner indebted to the Respondent, jointly or severally, either in property or money, and is the debt now due? If not due, when is the debt to become due? State fully all particulars.

Answer _____

2. Are you an employer of the Respondent, jointly or severally? If so, state the length of your pay period and the amount the Respondent presently earns during a pay period.

Answer _____

3. Did you have in your possession, in your charge or under your control, on the date the writ of garnishment was served upon you, any money, property, effects, goods, chattels, rights, credits or choses in action of the Respondent, jointly or severally, or in which Respondent, jointly or severally, are interested? If so, state its value, and state fully all particulars.

Answer _____

4. Do you know of any debts owing to the Respondent, whether due or not due, or any money, property, effects, goods, chattels, rights, credits or choses in action, belonging to Respondent, jointly or severally, or in which Respondent, jointly or severally, are interested, and now in the possession or under the control of others? If so, state particulars.

Answer _____

5. State your correct name and address, or the name and address of your attorney upon whom written notice of further proceedings in this action may be served.

Answer _____

Garnishee, TD Ameritrade

Snell & Wilmer

LAW OFFICES
3661 HOWARD HUGHES PARKWAY, SUITE 1100
LAS VEGAS, NEVADA 89169
(702) 734-5300

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I _____, do solemnly swear (or affirm) that the answers to the foregoing interrogatories by me subscribed are true.

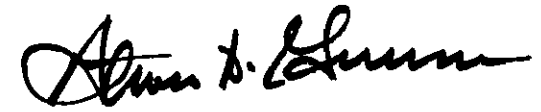
(Signature of Garnishee)

SUBSCRIBED AND SWORN to before me
This _____ day of _____, 2015.

Notary Public of and for said County and State

EXHIBIT 4-B

EXHIBIT 4-B



CLERK OF THE COURT

1 **ORDR**
2 TIMOTHY S. CORY, ESQ.
3 Nevada Bar No. 1972
4 **TIMOTHY S. CORY & ASSOCIATES**
5 8831 West Sahara Avenue
6 Las Vegas, NV 89117
7 Telephone No. (702) 388-1996
8 tim.cory@corylaw.us
9 *Attorneys for Defendant,*
10 *Vincent T. Schettler*

6 **DISTRICT COURT**
7
8 **CLARK COUNTY, NEVADA**

8 PACIFIC WESTERN BANK, a California banking
9 corporation,

10 Plaintiff,

11 vs.

11 JOHN A. RITTER, an individual; DARREN D.
12 BADGER, an individual; VINCENT T. SCHETTLER,
13 an individual; and DOES 1 THROUGH 50,

14 Defendants.

Case No. A-14-710645-B

Dept. No. XXIX

ORDER GRANTING MOTION
FOR PROTECTIVE ORDER

15 Defendant Vincent T. Schettler's Emergency Motion for Protective Order on an Order
16 Shortening Time (the "Motion"), having been heard by the Court on July 9, 2015, the Court having
17 reviewed and considered the Motion and related pleadings, and due notice of the Motion and the
18 hearing of the Motion having been given to all parties entitled thereto, and having heard the argument
19 of counsel at the hearing on the Motion, and for the reasons stated orally and recorded in open court,
20 and good cause appearing, it is hereby

21 ORDERED that the Motion for Protective Order filed on behalf of Defendant Vincent T.
22 Schettler is hereby GRANTED as provided below; it is further

23 ORDERED that all Writs of Execution and Writs of Garnishment issued in this case are
24 hereby quashed including without limitation those served on TD Ameritrade, Bank of Nevada, and
25 Wells Fargo Bank; it is still further

26 ORDERED that nothing in this order prevents Plaintiff from conducting discovery pursuant to
27 the applicable rules, nor is Plaintiff prohibited from obtaining issuance of appropriate Writs in
28

furtherance of its efforts to collect on the judgment herein, provided, however, that should Plaintiff obtain the issuance of any new Writs of Execution or Garnishment, that in addition to the notice requirements of NRS 21.075 and NRS 21.076, Plaintiff shall concurrently give notice to the parties and their counsel upon service of any Writs of Execution or Garnishment by the sheriff or constable; it is still further

ORDERED that based upon this Court's quashing of all previously issued Writs of Garnishment and Execution, Plaintiff's objections to Claims of Exemption filed on behalf of the parties, together with Defendant Vincent T. Schettler's Motion for Order Determining Exemption of Certain Assets, are moot and shall be taken off calendar.

IT IS SO ORDERED this 14th day of July, 2015.

DISTRICT COURT JUDGE

Respectfully Submitted by:

TIMOTHY S. CORY, ESQ.
Nevada Bar No. 1972
8831 West Sahara Avenue
Las Vegas, NV 89117
Attorneys for Defendant Vincent T. Schettler

Approved as to form and content by:

BOB L. OLSON, ESQ.
Nevada Bar No. 3783
3883 Howard Hughes Pkwy, #1100
Las Vegas, NV 89169
Attorneys for Plaintiff

MARK J. CONNOT, ESQ.
Nevada Bar No. 10010
3800 Howard Hughes Pkwy, #500
Las Vegas, NV 89169
*Attorneys for Defendants John A. Ritter and
Darrin D. Badger*

CHARLES M. VLASIC III, ESQ.
Nevada Bar No. 11308
3883 Howard Hughes Pkwy, #1100
Las Vegas, NV 89169
*Attorneys for Defendants John A. Ritter
and Darrin D. Badger*

1 furtherance of its efforts to collect on the judgment herein, provided, however, that should Plaintiff
2 obtain the issuance of any new Writs of Execution or Garnishment, that in addition to the notice
3 requirements of NRS 21.075 and NRS 21.076, Plaintiff shall concurrently give notice to the parties
4 and their counsel upon service of any Writs of Execution or Garnishment by the sheriff or constable;
5 it is still further

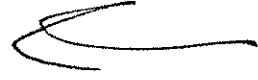
6 ORDERED that based upon this Court's quashing of all previously issued Writs of
7 Garnishment and Execution, Plaintiff's objections to Claims of Exemption filed on behalf of the
8 parties, together with Defendant Vincent T. Schettler's Motion for Order Determining Exemption of
9 Certain Assets, are moot and shall be taken off calendar.

10 IT IS SO ORDERED this _____ day of _____, 2015.

11
12 


DISTRICT COURT JUDGE

13 Respectfully Submitted by:

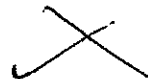
14 

15 TIMOTHY S. CORY, ESQ.
16 Nevada Bar No. 1972
8831 West Sahara Avenue
17 Las Vegas, NV 89117
Attorneys for Defendant Vincent T. Schettler


18 Approved as to form and content by:

19 

20 BOB L. OLSON, ESQ.
21 Nevada Bar No. 3783
3883 Howard Hughes Pkwy, #1100
22 Las Vegas, NV 89169
Attorneys for Plaintiff

23 

MARK J. CONNOT, ESQ.
24 Nevada Bar No. 10010
3800 Howard Hughes Pkwy, #500
25 Las Vegas, NV 89169
Attorneys for Defendants John A. Ritter and
Darrin D. Badger

26 

27 CHARLES M. VLASIC III, ESQ.
28 Nevada Bar No. 11308
3883 Howard Hughes Pkwy, #1100
Las Vegas, NV 89169
Attorneys for Defendants John A. Ritter
and Darrin D. Badger

EXHIBIT 4-C

EXHIBIT 4-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

September 01, 2015

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

September 01, 2015 9:00 AM All Pending Motions

HEARD BY: Gonzalez, Elizabeth **COURTROOM:** RJC Courtroom 14C

COURT CLERK: Billie Jo Craig

RECORDER: Jill Hawkins

REPORTER:

PARTIES

PRESENT: Connot, Mark J Attorney
Cory, Timothy Stephen Attorney
Olson, Bob L. Attorney
Riley, Karl Attorney
Vlastic, Charles Attorney

JOURNAL ENTRIES

- BUSINESS COURT STATUS CHECK: DEPOSITIONS/RESET HEARING FOR DETERMINING EXEMPTIONS...

PLAINTIFF'S OBJECTION TO JOHN A. RITTER'S CLAIM OF EXEMPTION FROM EXECUTION...

PLAINTIFF'S OBJECTION TO CLAIMS OF EXEMPTION FILED BY DARREN WHITNEY, TATUM, AND BROOKE BADGER...

PLAINTIFF'S OBJECTION TO VINCENT T. SCHETTLER'S CLAIM OF EXEMPTION RE 529 ACCOUNTS

AS TO SAFE DEPOSIT BOXES: Mr. Olson advised he provided a red line version to Mr. Vlastic last night. Plaintiff will not copy anything regarding attorney-client privilege. Mr. Olson thinks there is a lien against it. He would like a copy of the off shore trust and objected to the 6 to 8 week delay.

Arguments by counsel. Court noted they cannot limit to just privileges. Each counsel provided the

PRINT DATE: 10/13/2015

Page 1 of 3

Minutes Date: September 01, 2015

Court with a copy of their Order, which the Court noted were the same. Court read documents, inserted wording, signed and returned the document for filing and counsel can look at the safe deposit box today.

AS TO EXAMINATION OF JOHN RITTER: Arguments by counsel regarding whether the New Mexico accounts were exempt. Court stated its findings, and ORDERED, it would make no determination as the 529 accounts are managed and controlled by a New Mexico entity.

AS TO RITTER AND BADGER CLAIM: Arguments by counsel regarding the Judgment debtor not required to state all assets. Court stated its findings, and ORDERED, everybody to do so because of the history of the Judgment Debtor Examinations. Arguments by counsel. Court stated Ritter's claim of exemption to Roth IRA Account with balance of approximately \$486,000 is SUSTAINED because it falls within the statutory exemption but Mr. Olson keeping track. When he finds the next one they will only have \$14,000.00 left unless there are other statutory exemptions under federal law.

AS TO ANNUITIES OF RITTER: Arguments by counsel regarding annuities purchased out of state that may be fraudulent purchased. Court noted that was a different issue and we are not there yet. Court noted it had not made a determination as to the Ritter exemption. COURT ORDERED, the annuity is an exempt asset but the Objection is SUSTAINED WITHOUT PREJUDICE as to the exemption. If it is determined there is a fraudulent conveyance to avoid creditors there will be a different issue to talk about.

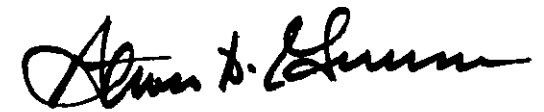
AS TO STATUS CHECK ON PLAINTIFF'S CLAIM OF EXEMPTION RE 529 ACCOUNTS: Mr. Cory advised more than 4,000 pages of documents have been produced but no Judgment Debtor Examinations have taken place. Once the Examinations have been set, then there could be a Hearing on his Motion. Counsel advised there were three Writs. The Court advised it had not ruled on the family trust as it needs the Judgment Debtor Examination before ruling, then an Evidentiary Hearing. COURT ORDERED, matter SET for Status Check on the Chambers Calendar to determine whether there is Notice of Judgment Debtor Examination. Counsel to file a Status Report the day before. Court directed the Judgment Debtor Examination take place to produce documents. Counsel advised they were working on a privilege log. Mr. Cory to prepare the Order. Court directed the Judgment Debtor Examination take place to produce documents. The Court reconsidered the 529 New Mexico entity and directed counsel to go to New Mexico to determine status of the Writ. COURT ORDERED, the Writ is QUASHED. Mr. Olson requested a Stay on Quashing the Writ. COURT ORDERED, there was a 5-day Stay and counsel can ask for a longer Stay. If counsel wants a Stay longer than 5 days, counsel to file a Motion for Stay requiring posting a Supersedeas Bond. No transfers to occur during that time period.

AS TO THE ERISA ACCOUNT: Mr. Cory to prepare the Order. Court noted the Writ is Quashed once the Order is signed. The Writ is Quashed as a result of being MOOT.

10/16/15 AT REQUEST OF THE COURT: STATUS CHECK - CHAMBERS

EXHIBIT 4-D

EXHIBIT 4-D



CLERK OF THE COURT

ORDR
TIMOTHY S. CORY, ESQ.
Nevada Bar No. 1972
TIMOTHY S. CORY & ASSOCIATES
8831 West Sahara Avenue
Las Vegas, NV 89117
Telephone No. (702) 388-1996
tim.cory@corylaw.us
Attorneys for Defendant,
Vincent T. Schettler

DISTRICT COURT
CLARK COUNTY, NEVADA

PACIFIC WESTERN BANK, a California
banking corporation,

Plaintiff,

vs.

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

Defendants.

Case No. A-14-710645-B

Dept. No. 29

**ORDER DETERMINING
EXEMPTION OF 529
EDUCATIONAL ACCOUNTS**

Date of Hearing:

Time of Hearing:

This matter having come before the Court on the Renewed Motion for Order Determining the Exemption of Certain Assets, the Court having conducting a hearing on August 11, 2015 at 9:00 a.m., and having considered the Renewed Motion, the Opposition thereto, the arguments of counsel, and the entire file and pleadings herein, and For Good Cause Appearing,

IT IS HEREBY ORDERED that the 529 educational accounts at Wells Fargo Advisors for the benefit of Anthony and Taylor Schettler are hereby determined to be exempt;

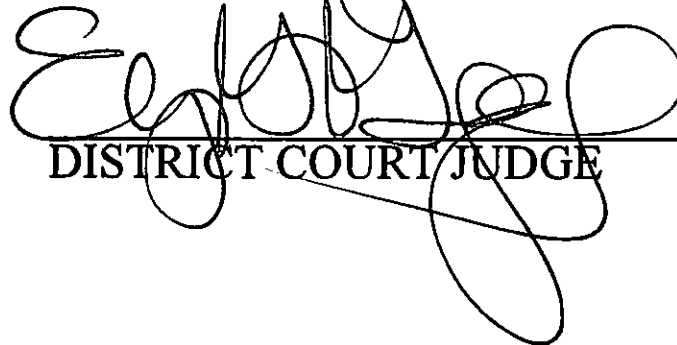
IT IS FURTHER ORDERD that any funds from the 529 educational accounts at Wells Fargo Advisors which have been turned over to the Constable's office pursuant to the renewed Writ of Execution and Writ of Garnishment dated July 15, 2015 are directed to be immediately returned to the respective accounts;

///

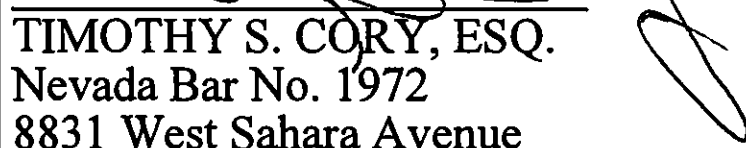
///

1 IT IS STILL FURTHER ORDERED that the remainder of the Renewed Motion for Order
2 Determining the Exemption of Certain Assets is placed on this Court's in chambers calendar for
3 August 26, 2015 at 9:00 a.m. for status.

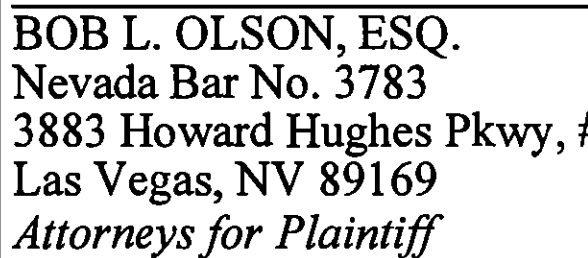
4 IT IS SO ORDERED this 18 day of Aug, 2015.

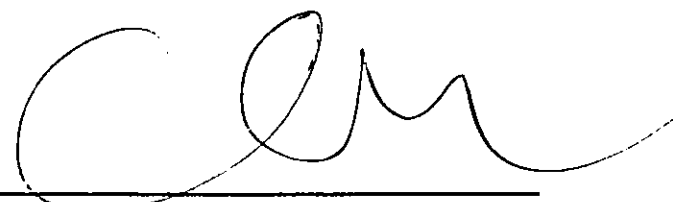
5
6 
DISTRICT COURT JUDGE

7 Respectfully Submitted by:

8 
9 TIMOTHY S. CORY, ESQ.
10 Nevada Bar No. 1972
11 8831 West Sahara Avenue
Las Vegas, NV 89117
Attorneys for Defendant Vincent T. Schettler

12 Approved as to form and content by:

13
14 
15 BOB L. OLSON, ESQ.
16 Nevada Bar No. 3783
3883 Howard Hughes Pkwy, #1100
Las Vegas, NV 89169
Attorneys for Plaintiff


17 CHARLES M. VLASIC III, ESQ.
18 Nevada Bar No. 11308
3883 Howard Hughes Pkwy, #1100
Las Vegas, NV 89169
*Attorneys for Defendants John A. Ritter
and Darrin D. Badger*


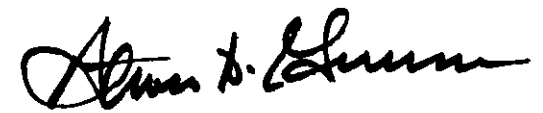
19 
20 MARK J. CONNOT, ESQ.
21 Nevada Bar No. 10010
3800 Howard Hughes Pkwy, #500
Las Vegas, NV 89169
*Attorneys for Defendants John A. Ritter and
Darrin D. Badger*

EXHIBIT 4-E

EXHIBIT 4-E



CLERK OF THE COURT

ORDR
TIMOTHY S. CORY, ESQ.
Nevada Bar No. 1972
TIMOTHY S. CORY & ASSOCIATES
8831 West Sahara Avenue
Las Vegas, NV 89117
Telephone No. (702) 388-1996
tim.cory@corylaw.us
Attorneys for Defendant Vincent T. Schettler

DISTRICT COURT
CLARK COUNTY, NEVADA

PACIFIC WESTERN BANK, a California banking
corporation,

Plaintiff,

vs.

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

Defendants.


Case No. A-14-710645-B
Dept. No. XXIX

**ORDER RE: CLAIM OF
EXEMPTION FROM EXECUTION
[TD AMERITRADE FUNDS HELD
BY VINCENT T. SCHETTLER, LLC
PROFIT SHARING PLAN AND
TRUST]**

Hearing Date: August 18, 2015
Hearing Time: 9:00 a.m.

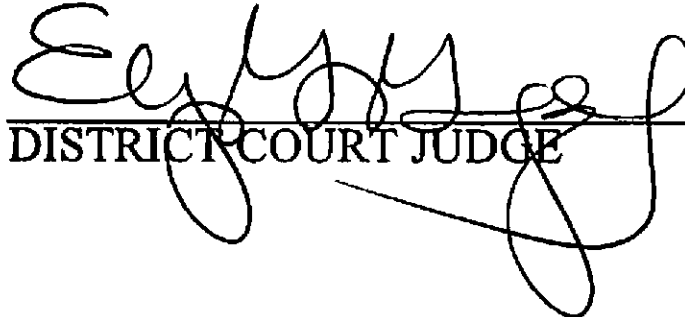
This matter having come before the Court on the Objection to Claim of Exemption from Execution [TD Ameritrade Funds Held by Vincent T. Schettler, LLC Profit Sharing Plan and Trust] (the "Objection to Exemption") filed on behalf of Pacific Western Bank, Timothy S. Cory appearing on behalf of Vincent T. Schettler and the Vincent T. Schettler, LLC Profit Sharing Plan and Trust, Bob Olson appearing on behalf of Pacific Western Bank, and counsel for Pacific Western Bank having withdrawn its Objection to Exemption in open court, and for good cause appearing, wherefore

IT IS HEREBY ORDERED that the Writ of Garnishment and Writ of Execution served on TD Ameritrade on or about July 15, 2015 are hereby quashed; it is further

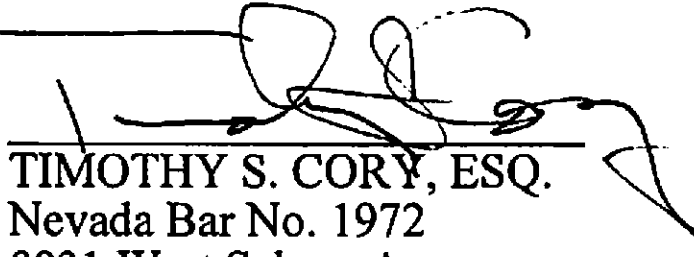
ORDERED that the Claim of Exemption from Execution [TD Ameritrade Funds Held by Vincent T. Schettler, LLC Profit Sharing Plan and Trust] filed on July 31, 2015 on behalf of Vincent T. Schettler is allowed; ~~it is still further~~ 

1 ORDERED that any future Writs of Execution or Writs of Garnishment directed at assets of
2 the Vincent T. Schettler, LLC Profit Sharing Plan and Trust shall apply only to assets of Vincent T.
3 Schettler, individually, and not to Nicol Montalto or any other party.

4
5 IT IS SO ORDERED this 29 day of October, 2015.

6
7
8 
DISTRICT COURT JUDGE JW

9 Respectfully Submitted by:

10
11 
TIMOTHY S. CORY, ESQ.
12 Nevada Bar No. 1972
8831 West Sahara Avenue
13 Las Vegas, NV 89117
Attorneys for Defendant Vincent T. Schettler

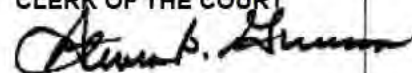
14 Approved as to form and content by:

15
16
17 (FAILED TO RESPOND)
BOB L. OLSON, ESQ.
18 Nevada Bar No. 3783
3883 Howard Hughes Pkwy, #1100
19 Las Vegas, NV 89169
Attorneys for Plaintiff

20
21 (APPROVED)
22 CHARLES M. VLASIC III, ESQ.
Nevada Bar No. 11308
23 3883 Howard Hughes Pkwy, #1100
Las Vegas, NV 89169
24 MARK J. CONNOT, ESQ.
Nevada Bar No. 10010
25 3800 Howard Hughes Pkwy, #500
Las Vegas, NV 89169
26 *Attorneys for Defendants John A. Ritter*
27 *and Darrin D. Badger*
28

EXHIBIT 4-F

EXHIBIT 4-F



Bob L. Olson, Esq.
Nevada Bar No. 6019
Karl O. Riley, Esq.
Nevada Bar No. 12077
SNELL & WILMER L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Telephone (702) 784-5200
Facsimile (702) 784-5252
Email: bolson@swlaw.com
kriley@swlaw.com

Attorneys for Plaintiff Pacific Western Bank

DISTRICT COURT
CLARK COUNTY, NEVADA

PACIFIC WESTERN BANK, a California
banking corporation,

Plaintiff,

v.

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

Defendants.

Case No. A-14-710645-B

Dept. No. XV

**RESPONSE TO ORDER TO SHOW
CAUSE**

Date of Hearing: October 18, 2017

Time of Hearing: 9:00 a.m.

Plaintiff Pacific Western Bank ("Plaintiff"), by and through its attorneys, Snell & Wilmer L.L.P., submits this response to the Court's Order to Show Cause dated September 29, 2017 ("Response").

Plaintiff domesticated a California Judgment (the "Judgment") in this action on December 3, 2014 to collect the unpaid balance of the Judgment from the named Defendants. Since domesticating the Judgment, Plaintiff and other creditors of Ritter filed an involuntary bankruptcy petition against Defendant Ritter, thereby staying this action against him.¹ Plaintiff and

¹ Ritter's chapter 11 plan of reorganization was confirmed by order entered on September 22, 2016. Ritter will be receiving a discharge in the near future, at which time the automatic stay will terminate by operation of law and be replaced by the discharge injunction of 11 U.S.C. 524 which will bar further actions against Ritter in this proceeding.

1 Defendant Badger have settled their dispute in connection with the Judgment and a partial
2 satisfaction of the Judgment was filed with this Court on February 27, 2017. Plaintiff, however,
3 has not resolved the Judgment against Defendant Schettler and requests that the case be left open
4 in order to provide Plaintiff with a mechanism to enforce the Judgment against Defendant
5 Schettler.

6 Plaintiff submits that dismissal of this action is inappropriate because this is not an
7 unresolved pending suit seeking judgment against the Defendants. Rather, it involves the
8 domestication and subsequent enforcement of the Judgment.

9 Should this Response address the concerns of the Court, it is respectfully submitted that
10 the Court vacate the October 18, 2017 hearing on the Order to Show Cause in order to prevent the
11 parties to the action from unnecessarily incurring additional legal fees.

12 DATED October 6, 2017.

SNELL & WILMER L.L.P.

13
14 By: 

Bob L. Olson, Esq.

Karl O. Riley, Esq.

3883 Howard Hughes Parkway, Suite 1100

Las Vegas, NV 89169

Telephone: (702) 784-5200

Facsimile: (702) 784-5252

Attorneys for Plaintiff Pacific Western Bank

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing **RESPONSE TO ORDER TO SHOW CAUSE** by the method indicated:

 X **BY ELECTRONIC FILING & ELECTRONIC SERVICE:** Pursuant to NRCP 5(b) and Administrative Order 14-2, by submitting to the above-entitled Court for electronic filing and service upon the Court's e-service list for the above-referenced case.

DATED: October 6, 2017.

Mary Full
An Employee of Snell & Wilmer L.L.P.

EXHIBIT 4-G

EXHIBIT 4-G

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Business Court Matters

COURT MINUTES

October 18, 2017

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

October 18, 2017 9:00 AM Show Cause Hearing

HEARD BY: Hardy, Joe **COURTROOM:** RJC Courtroom 03H

COURT CLERK: Kristin Duncan

RECORDER: Trisha Garcia

PARTIES

PRESENT: Benson, Joshua Attorney for Defendant Vincent T. Schettler
Olson, Bob L. Attorney for Plaintiff
Vlastic, Charles Attorney for Defendants Darren D. Badger and John A. Ritter

JOURNAL ENTRIES

- Upon Court's inquiry, Mr. Olson affirmed that Vincent T. Schettler was the only remaining Defendant. Regarding the status of the case, Mr. Olson stated that Plaintiff had no intention of abandoning the judgment, and would be pursuing collection. The Court noted that, in March of 2017, Plaintiff's counsel notified the Court that Plaintiff would be filing a number of Motions as to Defendant Schettler, and there would be no need for any further status checks. Mr. Olson stated that Plaintiff had decided not to file any Motions, but they may do so in the future. COURT ORDERED a status check was hereby SET, and status checks would be set every six months, if necessary. The Court noted that the parties could file a status report prior to the status check, if the parties wished for the hearing to be vacated.

4/18/18 9:00 AM STATUS CHECK: STATUS OF CASE

EXHIBIT 4-H

EXHIBIT 4-H

Steven D. Grierson

OSCC

DISTRICT COURT
CLARK COUNTY, NEVADA

PACIFIC WESTERN BANK,
PLAINTIFF(S)
VS.
JOHN RITTER, DEFENDANT(S)

CASE NO.: A-14-710645-B
DEPARTMENT XV

CIVIL ORDER TO STATISTICALLY CLOSE CASE

Upon review of this matter and good cause appearing,
IT IS HEREBY ORDERED that the Clerk of the Court is hereby directed to
statistically close this case for the following reason:

DISPOSITIONS:

- ☒ Default Judgment
- ☐ Judgment on Arbitration
- ☐ Stipulated Judgment
- ☐ Summary Judgment
- ☐ Involuntary Dismissal
- ☐ Motion to Dismiss by Defendant(s)
- ☐ Stipulated Dismissal
- ☐ Voluntary Dismissal
- ☐ Transferred (before trial)
- ☐ Non-Jury – Disposed After Trial Starts
- ☐ Non-Jury – Judgment Reached
- ☐ Jury – Disposed After Trial Starts
- ☐ Jury – Verdict Reached
- ☐ Other Manner of Disposition

DATED this 26th day of April, 2018.

Joe Hardy

JOE HARDY
DISTRICT COURT JUDGE

CERTIFICATE OF SERVICE

I hereby certify that on or about the date signed, a copy of this Order was electronically served and/or placed in the attorney's folders maintained by the Clerk of the Court and/or transmitted via facsimile and/or mailed, postage prepaid, by United States mail to the proper parties as follows:

Bob L. Olson
bolson@swlaw.com

Corey M. Eschweiler
ceschweiler@glenlerner.com

Eric D. Hone
Ehone@dickinsonwright.com

Mark J Connot
mconnot@foxrothschild.com

Matthew L Johnson
mjohnson@mjohnsonlaw.com



Amanda Rivera
Judicial Executive Assistant

EXHIBIT 4-I

EXHIBIT 4-I

Steven D. Grierson

REC'D 2/21
1 RAR

2 DANIEL P. KIEFER (State Bar No. 12419)
3 KENNEDY E. LEE (State Bar No. 12429)
4 RUSHFORTH LEE & KIEFER, LLP
5 1707 Village Center Circle, Suite 150
6 Las Vegas, NV 89134
7 Telephone: (702) 255-4552
8 Email: probate@rlklegal.com
9 Attorneys for Pacific Western Bank

DISTRICT COURT
CLARK COUNTY, NEVADA

10 In the Matter of the

Case No. P-19-101398-T
Department: PC1 (26)

11 SCHETTLER FAMILY TRUST dated
12 February 25, 2004,

13 A Non-Testamentary Trust.

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)

Hearing Date: January 17, 2020
Hearing Time: 9:30 am

14
15
16 On November 25, 2019, Pacific Western Bank ("PWB") filed its Petition to Take Jurisdiction of
17 the Trust, Confirm Trustees, and Declare Assets of Trust Subject to Claims Against Settlor Pursuant to
18 NRS 164.033(1)(c) (the "Petition"). On January 9, 2020, Vincent T. Schettler ("Mr. Schettler"), trustee
19 of the Schettler Family Trust, dated February 25, 2004 (the "Trust") filed his Objection to the Petition (the
20 "Objection"). Shortly after filing the Objection, Mr. Schettler, filed a Corrected Objection (the "Corrected
21 Objection") together with his wife, Kelly Schettler ("Mrs. Schettler," and together with Mr. Schettler, the
22 "Schettlers"), who is also a trustee of the Trust. On January 15, 2020, PWB filed its Reply to the Corrected
23 Objection (the "Reply").

24 On January 17, 2020, the Honorable Probate Commissioner Wesley Yamashita held a hearing on
25 the Petition. Daniel P. Kiefer and Kennedy E. Lee of RUSHFORTH LEE & KIEFER, LLP attended the hearing
26 on behalf of PWB. Delwyn E. Webber, Esq. of BLACK & LOBELLO attended the hearing on behalf of the
27 Schettlers. Mr. Schettler also attended the hearing. Having considered the Petition, Corrected Objection,

1 and Reply, as well as the arguments of counsel at the January 17th hearing, and good cause appearing,
2 Commissioner Yamashita hereby REPORTS AND RECOMMENDS as follows:

3 **FINDINGS OF THE COURT**

4 It is recommended that the Court make the following Findings of Fact:

- 5 1. On February 25, 2004, the Schettlers established the Trust in Clark County, Nevada.
- 6 2. On November 7, 2007, the Schettlers executed the Total Amendment and Restatement of
7 the Schettler Family Trust (the "Restated Trust Agreement"). A true and accurate copy of the Restated
8 Trust Agreement was filed as an attachment to the Petition.
- 9 3. Article 14.1 of the Restated Trust Agreement explains the Trust has been "executed under
10 the laws of the State of Nevada and shall in all respects be administered by the laws of the State of
11 Nevada."
- 12 4. The Schettlers funded the Trust with community and separate property.
- 13 5. Article 1.2 of the Restated Trust Agreement identifies the Schettlers as the beneficiaries of
14 the Trust during their lives.
- 15 6. Article 2.1 of the Restated Trust Agreement further explains:
16 During the joint lifetimes of [the Settlor], they shall be entitled to all income
17 and principal of their community property without limitation. With regard to
18 separate property of either [Settlor], either [Settlor] shall be entitled to all
19 income and principal of his or her own separate property estate without
20 limitation.
- 21 7. The Restated Trust Agreement also identifies the Schettlers as co-trustees of the Trust
22 during their lives.
- 23 8. Articles 9.1 and 9.2 of the Restated Trust Agreement endow the Schettlers with the
24 unfettered ability to amend and revoke the entire Trust during their joint lifetimes.
- 25 9. While the Restated Trust Agreement contains a spendthrift provision, such clause expressly
26 excludes the beneficial interest of the Schettlers: "This provision shall not apply to a Trustor's interest in
27 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.

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

3 CONCLUSIONS OF LAW

4 Based on the above Findings of Fact, it is recommended that the Court enter the following
5 Conclusions of Law:

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

8 2. The Court is not required to take jurisdiction over the Schettler Family Trust, dated
9 February 25, 2004 (as amended by the Total Amendment and Restatement of the Schettler Family Trust
10 executed on November 7, 2007 and the First Amendment to the Total Amendment and Restatement of the
11 Schettler Family Trust executed on June 23, 2008) in order to issue a declaration pursuant to NRS 164.033.

12 3. A revocable trust is subject to the debts of its trustor/settlor.

13 4. The Schettler Family Trust, dated February 25, 2004 (as amended by the Total Amendment
14 and Restatement of the Schettler Family Trust executed on November 7, 2007 and the First Amendment
15 to the Total Amendment and Restatement of the Schettler Family Trust executed on June 23, 2008) is a
16 revocable trust with no asset protection qualities and is, therefore, subject to Mr. Schettler's debts.

17
18
19
20
21
22
23 [Recommended Order Follows on the Next Page]
24
25
26
27

ORDER OF THE COURT

Based on the above Findings of Fact and Conclusions of Law, it is recommended that the Court issue the following Order and Decree:

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.

IT IS SO RECOMMENDED.


Dated this 3 day of ~~February~~ ^{March} 2020.



PROBATE COMMISSIONER

Submitted by:

RUSHFORTH LEE & KIEFER, LLP

BY: 

DANIEL P. KIEFER (State Bar No. 12419)
KENNEDY E. LEE (State Bar No. 12429)
1707 Village Center Circle, Suite 150
Las Vegas, NV 89134
Attorneys for Attorneys for Pacific Western Bank

Approved by:

BLACK & LOBELLO

By: refused to sign

J. RUSTY GRAF, ESQ. (State Bar No. 6322)
DELWYN E. WEBBER (State Bar No. 11010)
10777 W. Twain Ave., Suite 300
Las Vegas, Nevada 89135
Attorneys for Vincent and Kelly Schettler

ATTACHMENT 2

The Schettlers' Proposed RAR

RAR

DANIEL P. KIEFER (State Bar No. 12419)
KENNEDY E. LEE (State Bar No. 12429)
RUSHFORTH LEE & KIEFER, LLP
1707 Village Center Circle, Suite 150
Las Vegas, NV 89134
Telephone: (702) 255-4552
Email: probate@rlklegal.com
Attorneys for Pacific Western Bank

**DISTRICT COURT
CLARK COUNTY, NEVADA**

In the Matter of the

Case No. P-19-101398-T
Department: PC1 (26)

SCHETTLER FAMILY TRUST dated
February 25, 2004,

A Non-Testamentary Trust.

**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)**

Hearing Date: January 17, 2020
Hearing Time: 9:30 am

On November 25, 2019, Pacific Western Bank ("PWB") filed its 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) (the "Petition"). On January 9, 2020, Vincent T. Schettler ("Mr. Schettler"), trustee of the Schettler Family Trust, dated February 25, 2004 (the "Trust"), in his capacity as trustee of the Schettler Family Trust filed their Objection(s) to the Petition (the "Objection"). Shortly after filing the Objection, Mr. Schettler, filed a Corrected Objection (the "Corrected Objection") together with his wife, Kelly Schettler ("Mrs. Schettler," and together with Mr. Schettler, the "Schettlers"), who is also a trustee of the Trust. On January 15, 2020, PWB filed its Reply to the Corrected Objection (the "Reply").

On January 17, 2020, the Honorable Probate Commissioner Wesley Yamashita held a hearing on the Petition. Daniel P. Kiefer and Kennedy E. Lee of RUSHFORTH LEE & KIEFER, LLP attended the hearing on behalf of PWB. Delwyn E. Webber, Esq. of BLACK & LOBELLO and Vince Schettler attended the hearing. Having considered the Petition, Corrected Objection, and Reply, as well as the arguments of

counsel at the January 17th hearing, and good cause appearing, Commissioner Yamashita hereby
REPORTS AND RECOMMENDS as follows:

FINDINGS OF THE COURT

It is recommended that the Court make the following Findings of Fact:

1. On February 25, 2004, the Schettlers established the 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. On June 23, 2008, the Schettlers executed the Amended Certificate of Revocable Family Trust ("Amended Certificate"), which further defines and governs the actions that can and shall be taken by the Trustees.
4. 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."
5. The Schettlers funded the Trust with community and separate property.
6. Article 1.2 of the Restated Trust Agreement identifies the Schettlers as the beneficiaries of the Trust during their lives.
7. 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.
8. The Restated Trust Agreement also identifies the Schettlers as co-trustees of the Trust during their lives.
9. 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.
10. While the Restated Trust Agreement contains a spendthrift provision, such clause expressly states as follows: "14.2 **Spendthrift Provision.** No interest in the principal or income of any trust created under this Trust Instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or

1 legal process before actual receipt by a beneficiary. This provision shall not apply to a Trustor's interest
2 in the Trust estate. The income and principal of this Trust shall be paid over to the beneficiary at the time
3 and in the manner provided by the terms of the Trust, and not upon any written or oral order, nor upon
4 any assignment or transfer by the beneficiary, not by operation of law.”

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

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

10 CONCLUSIONS OF LAW

11 Based on the above Findings of Fact, it is recommended that the Court enter the following
12 Conclusions of Law:

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

15 2. The Court is not required to take jurisdiction over the Schettler Family Trust, dated
16 February 25, 2004 (as amended by the Total Amendment and Restatement of the Schettler Family Trust
17 executed on November 7, 2007 and the First Amendment to the Total Amendment and Restatement of the
18 Schettler Family Trust executed on June 23, 2008) in order to issue a declaration pursuant to NRS 164.033.

19 3. A revocable trust is subject to the debts of its trustor/settlor.

20 4. The Schettler Family Trust, dated February 25, 2004 (as amended by the Total Amendment
21 and Restatement of the Schettler Family Trust executed on November 7, 2007 and the First Amendment
22 to the Total Amendment and Restatement of the Schettler Family Trust executed on June 23, 2008) is a
23 revocable trust that is subject to the debts of the settlor as to the assets contributed by such settlor, subject
24 to the debtor protection laws afforded under Nevada law, such as NRS 21.090 et seq.

25
26
27 [Recommended Order Follows on the Next Page]

ORDER OF THE COURT

Based on the above Findings of Fact and Conclusions of Law, it is recommended that the Court issue the following Order and Decree:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT the the separate and one-half community property contributed by Vincent T. Schettler to 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 after a determination of the exemptions provided by NRS 21.090 and the other claims by the other Settlers/Trustors of the Trust, including and not limited to Kelly Schettler.

IT IS SO RECOMMENDED.

Dated this ____ day of February 2020.

PROBATE COMMISSIONER

Submitted by:

RUSHFORTH LEE & KIEFER, LLP

BY: REFUSED TO SIGN
DANIEL P. KIEFER (State Bar No. 12419)
KENNEDY E. LEE (State Bar No. 12429)
1707 Village Center Circle, Suite 150
Las Vegas, NV 89134
Attorneys for Attorneys for Pacific Western Bank

Approved by:

BLACK & LOBELLO

By: _____
J. RUSTY GRAF, ESQ. (State Bar No. 6322)
DELWYN E. WEBBER (State Bar No. 11010)
10777 W. Twain Ave., Suite 300
Las Vegas, Nevada 89135
Attorneys for Vincent and Kelly Schettler

ATTACHMENT 3

RAR Redline

RAR

DANIEL P. KIEFER (State Bar No. 12419)
KENNEDY E. LEE (State Bar No. 12429)
RUSHFORTH LEE & KIEFER, LLP
1707 Village Center Circle, Suite 150
Las Vegas, NV 89134
Telephone: (702) 255-4552
Email: probate@rlklegal.com
Attorneys for Pacific Western Bank

DISTRICT COURT
CLARK COUNTY, NEVADA

In the Matter of the

SCHETTLER FAMILY TRUST dated
February 25, 2004,

A Non-Testamentary Trust.

Case No. P-19-101398-T
Department: PC1 (26)

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)

Hearing Date: January 17, 2020
Hearing Time: 9:30 am

On November 25, 2019, Pacific Western Bank ("PWB") filed its 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) (the "Petition"). On January 9, 2020, Vincent T. Schettler ("Mr. Schettler"), trustee of the Schettler Family Trust, dated February 25, 2004 (the "Trust") filed in his capacity as trustee of the Schettler Family Trust filed their Objection(s) to the Petition (the "Objection"). Shortly after filing the Objection, Mr. Schettler, filed a Corrected Objection (the "Corrected Objection") together with his wife, Kelly Schettler ("Mrs. Schettler," and together with Mr. Schettler, the "Schettlers"), who is also a trustee of the Trust. On January 15, 2020, PWB filed it Reply to the Corrected Objection (the "Reply").

On January 17, 2020, the Honorable Probate Commissioner Wesley Yamashita held a hearing on the Petition. Daniel P. Kiefer and Kennedy E. Lee of RUSHFORTH LEE & KIEFER, LLP attended the hearing on behalf of PWB. Delwyn E. Webber, Esq. of BLACK & LOBELLO attended the hearing on behalf of the Schettlers. Mr. and Vince Schettler also attended the hearing. Having considered the Petition, Corrected

Formatted: Small caps

1 Objection, and Reply, as well as the arguments of counsel at the January 17th hearing, and good cause
2 appearing, Commissioner Yamashita hereby REPORTS AND RECOMMENDS as follows:

3 **FINDINGS OF THE COURT**

4 It is recommended that the Court make the following Findings of Fact:

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

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

9 3. On June 23, 2008, the Schettlers executed the Amended Certificate of Revocable Family
10 Trust ("Amended Certificate"), which further defines and governs the actions that can and shall be taken
11 by the Trustees.

12 3.4. Article 14.1 of the Restated Trust Agreement explains the Trust has been "executed under
13 the laws of the State of Nevada and shall in all respects be administered by the laws of the State of
14 Nevada."

15 4.5. The Schettlers funded the Trust with community and separate property.

16 5.6. Article 1.2 of the Restated Trust Agreement identifies the Schettlers as the beneficiaries of
17 the Trust during their lives.

18 6.7. Article 2.1 of the Restated Trust Agreement further explains:

19 During the joint lifetimes of [the Settlor], they shall be entitled to all income
20 and principal of their community property without limitation. With regard to
21 separate property of either [Settlor], either [Settlor] shall be entitled to all
22 income and principal of his or her own separate property estate without
23 limitation.

24 7.8. The Restated Trust Agreement also identifies the Schettlers as co-trustees of the Trust
25 during their lives.

26 8.9. Articles 9.1 and 9.2 of the Restated Trust Agreement endow the Schettlers with the
27 unfettered ability to amend and revoke the entire Trust during their joint lifetimes.

28 9.10. While the Restated Trust Agreement contains a spendthrift provision, such clause expressly
29 excludes the beneficial interest of the Schettlers: "This provision shall not apply to a Trustor's interest in
30 the Trust estate." states as follows: "14.2 Spendthrift Provision. No interest in the principal or income

1 of any trust created under this Trust Instrument shall be anticipated, assigned, encumbered or subjected to
2 creditors' claims or legal process before actual receipt by a beneficiary. This provision shall not apply to
3 a Trustor's interest in the Trust estate. The income and principal of this Trust shall be paid over to the
4 beneficiary at the time and in the manner provided by the terms of the Trust, and not upon any written or
5 oral order, nor upon any assignment or transfer by the beneficiary, not by operation of law."

6 ~~10.11.~~ On June 23, 2008, the Schettlers executed the First Amendment to the Total Amendment
7 and Restatement of the Schettler Family Trust (the "First Amendment"). A true and accurate copy of the
8 First Amendment was filed in this matter as an attachment to the Petition.

9 ~~11.12.~~ The First Amendment altered the designated successor trustees but republished and
10 affirmed the remainder of the Trust in all other respects.

11 **CONCLUSIONS OF LAW**

12 Based on the above Findings of Fact, it is recommended that the Court enter the following
13 Conclusions of Law:

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

16 2. The Court is not required to take jurisdiction over the Schettler Family Trust, dated
17 February 25, 2004 (as amended by the Total Amendment and Restatement of the Schettler Family Trust
18 executed on November 7, 2007 and the First Amendment to the Total Amendment and Restatement of the
19 Schettler Family Trust executed on June 23, 2008) in order to issue a declaration pursuant to NRS 164.033.

20 3. A revocable trust is subject to the debts of its trustor/settlor.

21 4. The Schettler Family Trust, dated February 25, 2004 (as amended by the Total Amendment
22 and Restatement of the Schettler Family Trust executed on November 7, 2007 and the First Amendment
23 to the Total Amendment and Restatement of the Schettler Family Trust executed on June 23, 2008) is a
24 revocable trust ~~with no asset protection qualities and is, therefore, subject to Mr. Schettler's debts that is~~
25 subject to the debts of the settlor as to the assets contributed by such settlor, subject to the debtor protection
26 laws afforded under Nevada law, such as NRS 21.090 et seq.
27

[Recommended Order Follows on the Next Page]

Formatted: Font: Bold, Underline, Small caps

Formatted: Centered, Indent: Left: 0"

ORDER OF THE COURT

Based on the above Findings of Fact and Conclusions of Law, it is recommended that the Court issue the following Order and Decree:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT the ~~assets of the separate and~~ one-half community property contributed by Vincent T. Schettler to 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.~~ Schettler after a determination of the exemptions provided by NRS 21.090 and the other claims by the other Settlers/Trustors of the Trust, including and not limited to Kelly Schettler.

IT IS SO RECOMMENDED.

Dated this ____ day of February 2020.

PROBATE COMMISSIONER

Submitted by:

RUSHFORTH LEE & KIEFER, LLP

1 BY: ~~REFUSED TO SIGN~~
2 DANIEL P. KIEFER (State Bar No. 12419)
3 KENNEDY E. LEE (State Bar No. 12429)
4 1707 Village Center Circle, Suite 150
5 Las Vegas, NV 89134
6 *Attorneys for Attorneys for Pacific Western Bank*

7
8 Approved by:
9 **BLACK & LOBELLO**

10 By: ~~refused to sign~~
11 J. RUSTY GRAF, ESQ. (State Bar No. 6322)
12 DELWYN E. WEBBER (State Bar No. 11010)
13 10777 W. Twain Ave., Suite 300
14 Las Vegas, Nevada 89135
15 *Attorneys for Vincent and Kelly Schettler*

Layne T. Rushforth
Partner

Kennedy E. Lee
Partner

Daniel P. Kiefer
Partner



Matthew W. Park
Partner

Joseph J. Powell
Of Counsel

Suzanne R. Fitts
Of Counsel

Brendan Bybee
Senior Associate

February 19, 2020

Via Hand Delivery and Email

Honorable Probate Commissioner Wesley Yamashita
Phoenix Building, 330 South, 3rd Street
Las Vegas, Nevada
Email: CruzS@clarkcountycourts.us

Re: Report and Recommendation (the "RAR") from January 17th 2020 hearing in Case No. P-19-101398-T

Honorable Commissioner Yamashita:

The parties in the above matter have been unable to agree on the RAR to be submitted in relation to January 17th hearing. Accordingly, the parties have elected to submit competing RARs for the Court's review. Petitioner, Pacific Western Bank ("PWB") hereby submits the RAR found at **Attachment 1** of this letter. Respondents, Mr. and Mrs. Schettler (the "Schettlers") have proposed the RAR found at **Attachment 2** of this letter. A redline which shows the difference between the proposed RARs is enclosed herewith as **Attachment 3**. The Schettlers' counsel has been copied on this correspondence. I anticipate the Schettlers will provide a signed copy of their proposed RAR through a separate correspondence.

Should the Court require anything else from my office, please do not hesitate to ask.

Sincerely,

Daniel P. Kiefer

Cc: Rusty Graf, Esq. (via email at rgraf@blacklobello.law)
Delwyn Webber Esq. (via email at dwebber@blacklobello.law)
Kennedy E. Lee (via email at Kenny@rlklegal.com)

Enclosures: as stated above

ATTACHMENT 1

Pacific Western Bank's Proposed RAR

EXHIBIT 4-J

EXHIBIT 4-J



SOLOMON | DWIGGINS | FREER
TRUST AND ESTATE ATTORNEYS

Mark A. Solomon
Dana A. Dwiggin
Alan D. Freer
Brian K. Steadman
Steven E. Hollingworth
Brian P. Eagan
Jeffrey P. Luszeck
Alexander G. LeVeque

Cheyenne West Professional Centre
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Telephone: 702.853.5483
Facsimile: 702.853.5485

Ross E. Evans
Jordanna L. Evans
Joshua M. Hood
Craig D. Friedel
Ronnie T. Goodwin, Jr.
Jacob D. Crawley
Roberto M. Campos
Marc R. Kustner

Of Counsel:
Steven E. Hollingworth

Direct Dial (702) 589-3555
afreer@sdfnlaw.com

March 12, 2021

Judge Gloria J. Sturman
EIGHTH JUDICIAL DISTRICT COURT
Department XXVI
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155
Email - denmanl@clarkcountycourts.us

Re: In the Matter of the **SCHETTLER FAMILY TRUST** dated February 25, 2004
Eighth Judicial District Court Case No. Case No. P-19-101398-T

Dear Judge Sturman:

On June 19, 2020, counsel for the parties in the above matter submitted competing orders arising from this Court's hearing dated April 23, 2020.

As the initial submissions occurred around the time that the departments were setting up drop-box procedures, the competing orders may have not been delivered or otherwise misplaced.

Attached are both of the competing orders and accompanying cover letters from both parties for review and consideration.

Best Regards,



Alan D. Freer

Attachments
cc: Daniel Kiefer

From: Thelma Pickett on behalf of Alan Freer
To: denmanl@clarkcountycourts.us
Cc: Daniel Kiefer; Rusty Graf
Subject: In the Matter of the SCHETTLER FAMILY TRUST dated February 25, 2004; Eighth Judicial District Court Case No. Case No. P-19-101398-T
Date: Friday, June 19, 2020 11:03:52 AM
Attachments: 20 06-19 Ltr to Judge Sturman re Report and Recommendations.pdf
20 06-19 Proposed Order to Judge Sturman's Ltr.pdf
ORDER TO STURMAN.docx.doc

Judge Sturman,

Attached please find correspondence in reference to the Subject Matter for your review and consideration.

Best regards,

Alan D. Freer, Esq.



SOLOMON | DWIGGINS | FREER LTD
TRUST AND ESTATE ATTORNEYS

Mark A. Solomon
Dana A. Dwiggins
Alan D. Freer
Brian K. Steadman
Steven E. Hollingworth
Brian P. Eagan
Jeffrey P. Luszeck
Alexander G. LeVeque

Cheyenne West Professional Centre
9060 West Cheyenne Avenue
Las Vegas, Nevada 89129

Telephone: 702.853.5483
Facsimile: 702.853.5485

Ross E. Evans
Jordanna L. Evans
Joshua M. Hood
Craig D. Friedel
Ronald T. Goodwin, Jr.
Jacob D. Crawley
Roberto M. Campos

Direct Dial (702) 589-3555
afreer@sdfnlaw.com

June 19, 2020

Judge Gloria J. Sturman
Department XXVI
EIGHTH JUDICIAL DISTRICT COURT
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155
Email - denmanl@clarkcountycourts.us

Re: In the Matter of the **SCHETTLER FAMILY TRUST** dated February 25, 2004
Eighth Judicial District Court Case No. Case No. P-19-101398-T

Dear Judge Sturman:

Enclosed please find the proposed Order Adopting in Part and Modifying in Part the Probate Commissioner's Report and Recommendation from the hearing occurring on April 23, 2020.

Unfortunately, counsel were unable to arrive at a mutually agreeable order. It is my understanding that Mr. Kiefer will be sending a competing order on behalf of Western Bank.

The Schettlers believe the enclosed Order best encapsulates the findings, conclusions and order presented by the Court. For convenience, accompanying the email transmitting this correspondence is an electronic version of the order in Microsoft Word format.

Best Regards,

Alan D. Freer

Attachments

**ORDR
SOLOMON DWIGGINS & FREER, LTD.**

Alan D. Freer, Esq.
Nevada Bar No. 7706
9060 W. Cheyenne Ave.
Las Vegas, Nevada, 89129
Telephone: (702) 853-5483
Facsimile: (702) 853-5485
Email: afreer@sdfnlaw.com
--and--

BLACK & LOBELLO

J. Rusty Graf, Esq.
Nevada Bar No. 6322
10777 West Twain Avenue, 3rd Floor
Las Vegas, Nevada 89135
Telephone: (702) 869-8801
Facsimile: (702) 869-2669
Email: rgraf@blacklobello.law

*Attorneys for Vincent T. Schettler,
Kelly Schettler and the Schettler Family Trust*

DISTRICT COURT

CLARK COUNTY, NEVADA

In the Matter of the

Schettler Family Trust dated February 25,
2004,

A Non-Testamentary Trust.

Case No.: Case No. P-19-101398-T
Dept. No. XXVI

Date of Hearing: April 23, 2020

**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

1 Objection, the Opposition filed by Pacific Western Bank, the Reply thereto and the arguments of
2 counsel, Alan D. Freer, Esq. of Solomon Dwiggins & Freer, Ltd. and J. Rusty Graff, Esq. of
3 Black & LoBello on behalf of the Schettlers and Daniel P. Kiefer, Esq. of Lee Kiefer Park, Ltd.
4 on behalf of Pacific Western Bank hereby finds as follows:

5 **FINDINGS**

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

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

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

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

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

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

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

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

25 9. While the Restated Trust Agreement contains a spendthrift provision, such clause
26 expressly excludes the beneficial interest of the Schettlers: "This provision shall not apply to a
27 Trustor's interest in the Trust estate."

28 10. On June 23, 2008, the Schettlers executed the First Amendment to the Total

1 Amendment and Restatement of the Schettler Family Trust (the "First Amendment"). A true and
2 accurate copy of the First Amendment was filed in this matter as an attachment to the Petition.

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

5 **CONCLUSIONS OF LAW**

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

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

9 2. The Court declines to take jurisdiction over the Schettler Family Trust, dated
10 February 25, 2004 (as amended by the Total Amendment and Restatement of the Schettler Family
11 Trust executed on November 7, 2007, and the First Amendment to the Total Amendment and
12 Restatement of the Schettler Family Trust executed on June 23, 2008) pursuant to NRS
13 164.033(2) as this Court determines the matter is better resolved as a civil action and declines the
14 Respondents' request for an evidentiary hearing on such basis.

15 3. The Court hereby renders the following declaratory relief:

- 16 a. A revocable trust is subject to the debts of its trustor/settlor.
17 b. The Schettler Family Trust, dated February 25, 2004 (as amended by the
18 Total Amendment and Restatement of the Schettler Family Trust executed
19 on November 7, 2007 and the First Amendment to the Total Amendment
20 and Restatement of the Schettler Family Trust executed on June 23, 2008)
21 is a revocable trust that is subject to the debts of the settlor as to the assets
22 contributed by such settlor, subject to the applicable community property
23 law and debtor protection laws afforded under Nevada law, such as NRS
24 123.050 and 21.090 *et seq.*

25 4. To the extent the Probate Commissioner made conclusions or recommendations
26 inconsistent to the Findings and Conclusions set forth in this Order, such conclusions or
27 recommendations are erroneous in contravention to Nevada law.

28

9060 WEST CHEYENNE AVENUE
LAS VEGAS, NEVADA 89129
TELEPHONE (702) 853-5483
FACSIMILE (702) 853-5485
WWW.SDFNLAW.COM



ORDER OF THE COURT

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

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT the separate and one-half community property contributed by Vincent T. Schettler to 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, such as NRS 123.010 and 21.090 *et seq.*

IT IS SO ORDERED.

Dated this ____ day of June, 2020.

DISTRICT JUDGE

Submitted by:

SOLOMON DWIGGINS & FREER, LTD.

By: 

ALAN D. FREER, ESQ. (State Bar No. 706)

--and--

BLACK & LOBELLO

RUSTY GRAF, ESQ. (State Bar No. 6322)

*Attorneys for Vincent and Kelly Schettler and
the Schettler Family Trust*

From: Daniel Kiefer
To: Alan Freer; denmanl@clarkcountycourts.us
Cc: Rusty Graf
Subject: RE: In the Matter of the SCHETTLER FAMILY TRUST dated February 25, 2004; Eighth Judicial District Court Case No. Case No. P-19-101398-T
Date: Friday, June 19, 2020 5:52:02 PM
Attachments: [image001.png](#)
[Proposed Order.pdf](#)
[Proposed Order.docx](#)
[Proposed Order.pdf](#)

Judge Sturman,

Attached please find a letter regarding the above reference matter (as well as other attachments identified in the letter).

Regards,

Kiefer



<https://www.lkpfirm.com/>

(702) 333-1711

1707 Village Center Circle, Suite 150

Las Vegas, NV 89134

From: Thelma Pickett <tpickett@sdfnlaw.com> **On Behalf Of** Alan Freer
Sent: Friday, June 19, 2020 11:04 AM
To: denmanl@clarkcountycourts.us
Cc: Daniel Kiefer <[kiever@lkpfirm.com](mailto:kiefer@lkpfirm.com)>; Rusty Graf <rgraf@blacklobello.law>
Subject: In the Matter of the SCHETTLER FAMILY TRUST dated February 25, 2004; Eighth Judicial District Court Case No. Case No. P-19-101398-T

Judge Sturman,

Attached please find correspondence in reference to the Subject Matter for your review and consideration.

Best regards,

Alan D. Freer, Esq.

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 Dwiggins & 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.

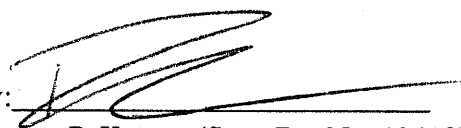
IT IS SO ORDERED.

Dated this ____ day of June 2020.

DISTRICT COURT JUDGE

Submitted by:

LEE KIEFER & PARK, LLP

By: 
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

Word

1 **ORDR**

2 DANIEL P. KIEFER (State Bar No. 12419)

3 KENNEDY E. LEE (State Bar No. 12429)

4 LEE KIEFER & PARK, LLP

5 1707 Village Center Circle, Suite 150

6 Las Vegas, NV 89134

7 Telephone: (702) 333-1711

8 Email: probate@lkipfirm.com

9 Attorneys for Pacific Western Bank

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

12 In the Matter of the

Case No. P-19-101398-T

Department: 26

13 SCHETTLER FAMILY TRUST dated
14 February 25, 2004,

15 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.**

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

27 ///

28 ///

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 Settlers], 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 ____ day of June 2020.

DISTRICT COURT JUDGE

Submitted by:

LEE KIEFER & PARK, LLP

By: _____
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

ORDER

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 Settlers], 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 ____ day of June 2020.

DISTRICT COURT JUDGE

Submitted by:

LEE KIEFER & PARK, LLP

By: 

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

From: Daniel Kiefer
To: Alan Freer; denmanl@clarkcountycourts.us
Cc: Rusty Graf
Subject: RE: In the Matter of the SCHETTLER FAMILY TRUST dated February 25, 2004; Eighth Judicial District Court Case No. Case No. P-19-101398-T
Date: Monday, June 22, 2020 12:04:31 PM
Attachments: [image001.png](#)
[Letter to Judge Sturman \(PWB v. Schettler\) 6-19-20.pdf](#)

My apologies. The letter was not attached to my email last Friday. Here it is.

Kiefer
Lee Kiefer & Park LLP
(702) 333-1711

From: Daniel Kiefer
Sent: Friday, June 19, 2020 5:52 PM
To: Alan Freer <afreer@sdfnlaw.com>; denmanl@clarkcountycourts.us
Cc: Rusty Graf <rgraf@blacklobello.law>
Subject: RE: In the Matter of the SCHETTLER FAMILY TRUST dated February 25, 2004; Eighth Judicial District Court Case No. Case No. P-19-101398-T

Judge Sturman,

Attached please find a letter regarding the above reference matter (as well as other attachments identified in the letter).

Regards,

Kiefer



<https://www.lkpfirm.com/>
(702) 333-1711
1707 Village Center Circle, Suite 150
Las Vegas, NV 89134

From: Thelma Pickett <tpickett@sdfnlaw.com> **On Behalf Of** Alan Freer
Sent: Friday, June 19, 2020 11:04 AM
To: denmanl@clarkcountycourts.us
Cc: Daniel Kiefer <[kiever@lkpfirm.com](mailto:kiefer@lkpfirm.com)>; Rusty Graf <rgraf@blacklobello.law>
Subject: In the Matter of the SCHETTLER FAMILY TRUST dated February 25, 2004; Eighth Judicial District Court Case No. Case No. P-19-101398-T

Judge Sturman,

Attached please find correspondence in reference to the Subject Matter for your review and consideration.

Best regards,

Alan D. Freer, Esq.



June 19, 2020

Via Email

Judge Gloria Sturman
Department 26
EIGHTH JUDICIAL DISTRICT COURT
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155
Email: denman@clarkcountycourts.us

RE: Case No. p-19-101398-T

Dear Judge Sturman:

Alan Freer, Esq. submitted a draft order in the above matter to my office on May 18, 2020. On May 20, 2020, I responded to Mr. Freer with a revised proposed order which included redlines and comments related to my suggested changes and edits. A true and accurate copy of the redline proposed order I sent to Mr. Freer on May 20th is enclosed herewith. Mr. Freer did not provide any commentary to the suggested changes/edits in my May 20th revised order. Instead, on June 18, 2020, Mr. Freer suggested that the parties submit competing orders to the Court on June 19th. Mr. Freer provided his correspondence and competing order to the Court earlier today. To be clear, I do not know Mr. Freer's specific objections to my suggested edits, only that his clients object to all of the changes made in my May 20th revised order.

With the above in mind, I hereby submit my client's proposed order which I believe fully encapsulates the Court's rulings at the April 23, 2020 hearing (a signed copy of my proposed order will be attached to the email that accompanies this letter. A Word version of the same proposed order will also be attached to the email). Should you need anything additional from my office, please do not hesitate to ask. Thank you in advance for your attention to this matter.

Respectfully,

Daniel P. Kiefer
Kiefer@LKPfirm.com
LEE KIEFER & PARK, LLP

Cc: Alan Freer, Esq. (via email)
Enclosures: As stated

1 **SOLOMON DWIGGINS & FREER, LTD.**

2 Alan D. Freer, Esq. (SBN 7706)

3 9060 W. Cheyenne Ave.

4 Las Vegas, Nevada, 89129

5 Telephone: (702) 853-5483

6 Facsimile: (702) 853-5485

7 --and--

8 **BLACK & LOBELLO**

9 J. Rusty Graf, Esq.

10 Nevada Bar No. 6322

11 10777 West Twain Avenue, 3rd Floor

12 Las Vegas, Nevada 89135

13 Telephone: (702) 869-8801

14 Facsimile: (702) 869-2669

15 *Attorneys for Vincent T. Schettler,*

16 *Kelly Schettler and the Schettler Family Trust*

17 **DISTRICT COURT**

18 **CLARK COUNTY, NEVADA**

19 In the Matter of the

) Case No. A-18-710645-F

) Dept. No. XVI

)

20 **SCHETTLER FAMILY TRUST** dated

21 February 25, 2004,

) **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.**

22 A Non-Testamentary Trust.

23 This matter, having come before the Court for hearing on April 23, 2020, regarding

24 Respondents' Objection to R&R and Motion for Evidentiary Hearing ("Objection") filed by

25 Vincent T. Schettler and Kelly Schettler in their representative capacities as trustees of the

26 Schettler Family Trust, dated February 25, 2004 ("Trust"). The Court, having reviewed the

27 Probate Commissioner's Report and Recommendation Regarding Petition to Take Jurisdiction of

28 the Trust, Confirm Trustees and Declare Assets of Trust Subject to Claims Against Settlor

1 Pursuant to NRS 164.033(1)(c) filed March 9, 2020 ("Report and Recommendation"), the
2 Objection, the Opposition filed by Pacific Western Bank, the Reply thereto and the arguments of
3 counsel, Alan D. Freer, Esq. of Solomon Duggins & Freer, Ltd. and J. Rusty Graff, Esq. of Black
4 & LoBello on behalf of the Schettlers and Daniel P. Keigifer, Esq. of Lee Keigifer Park, Ltd. on
5 behalf of Pacific Western Bank hereby finds as follows:

6 **FINDINGS**

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

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

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

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

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

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

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

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

1 9. While the Restated Trust Agreement contains a spendthrift provision, such clause
2 expressly excludes the beneficial interest of the Schettlers: "This provision shall not apply to a
3 Trustor's interest in the Trust estate."

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

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

9 CONCLUSIONS OF LAW

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

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

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

19 3. The Court hereby renders the following declaratory relief:

- 20 a. A revocable trust is subject to the debts of its trustor/settlor.
21 b. The Schettler Family Trust, dated February 25, 2004 (as amended by the
22 Total Amendment and Restatement of the Schettler Family Trust executed
23 on November 7, 2007 and the First Amendment to the Total Amendment
24 and Restatement of the Schettler Family Trust executed on June 23, 2008)
25 is a revocable trust that is subject to the debts of the settlor as to the assets
26 contributed by such settlor, subject to the applicable community property
27
28

Commented [D1]: This conclusion is incorrect. It is subject to
whatever is not exempt or protected by Nevada community property
law. It cannot be limited on both sides.

law and debtor protection laws afforded under Nevada law, such as NRS
123.050 and 21.090 *et seq.*

Commented [DK2]: This is not the statement Judge Sturman made. She never mentioned any statutes specifically.

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

Commented [DK3]: This has been reversed. The vast majority of the RAR was adopted save a few small changes.

ORDER OF THE COURT

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

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT the separate and one-
half community property contributed by Vincent T. Schettler to 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, such as NRS 123.010 and 21.090 *et seq.*

Commented [DK4]: The assets within the trust which are executible for the judgment will be determined in accordance with the Nevada law as stated below.

IT IS SO RECOMMENDED ORDERED.

Dated this ____ day of May, 2020.

DISTRICT JUDGE

Commented [DK5]: See change and comment above.

Submitted by:
SOLOMON DWIGGINS & FREER, LTD.

Approved by:
RUSHFORTH LEE & KIEFER, LLP

By: _____
ALAN D. FREER, ESQ. (State Bar No. 7706)
--and--
BLACK & LOBELLO
RUSTY GRAF, ESQ. (State Bar No. 6322)
Attorneys for Vincent and Kelly Schettler and

By: _____
DANIEL P. KIEFER (State Bar No. 12419)
KENNEDY E. LEE (State Bar No. 12429)
Attorneys for Attorneys for Pacific Western Bank

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

the Schettler Family Trust

EXHIBIT 4-K

EXHIBIT 4-K

1 **WTEX**

2 Dan R. Waite, State Bar No. 4078

3 DWAITE@lrre.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/
22 Judgment Debtors.

Case No. A-14-710645-F

Dept. No. XVI

WRIT OF EXECUTION

☐ Bank Account ☒ Other Property
☐ Earnings, Order of Support

23 THE STATE OF NEVADA TO ANY NEVADA CONSTABLE, GREETINGS:

24 On December 3, 2014, a California judgment was domesticated in Nevada, and entered in
25 the above-captioned action (the "Judgment"),¹ in favor of Plaintiff PACIFIC WESTERN BANK,
26 as judgment creditor and against Defendant VINCENT T. SCHETTLER, as judgment debtor. As
27 of September 5, 2020, there is due in United States Currency the amount of the outstanding
28 balance of no less than **\$2,497,568.73**. Interest and costs continue to accrue in the amounts
shown. Any satisfaction has been credited first against total accrued interest and costs, leaving
the following net balance, which sum currently bears interest at 5.25% per annum, \$339.55 per

¹ The Judgment was subsequently amended in California and, on August 4, 2015, a Notice of Amendment of Judgment Domesticated on December 3, 2014, was filed in the above-captioned Nevada action.

day from September 5, 2020, to date of levy and to which sum must be added all commissions and costs of executing this Writ.

<u>JUDGMENT BALANCE</u>		<u>AMOUNTS TO BE COLLECTED BY LEVY</u>	
Principal	\$2,497,568.73	NET BALANCE	\$2,740,503.27
Pre-judgment Interest (through 1/16/15)	\$321,988.84	Fee this Writ	
Attorney's Fees and Costs (through 1/16/15)	\$	Garnishment Fee	
Judgment Total	\$2,899,557.57	Mileage	
Accrued Costs	-0-	Levy Fee	
Accrued Interest ²	\$799,718.01	Advertising	
Less Satisfaction	<\$958,772.31>	Storage	
		Interest from Date of Issuance	
NET BALANCE	\$2,740,503.27	SUB-TOTAL	
		Commission	
		TOTAL LEVY	

NOW, THEREFORE, CONSTABLE/SHERIFF, you are hereby commanded to satisfy this Judgment with interest and costs as provided by law, out of the personal property of the judgment debtor, except that for any workweek, 82 percent of the disposable earnings of the debtor during that week if the gross weekly salary or wage of the debtor on the date the most recent writ of garnishment was issued was \$770 or less, 75 percent of the disposable earnings of the debtor during that week if the gross weekly salary or wage of the debtor on the date the most recent writ of garnishment was issued exceeded \$770, or 50 times the minimum hourly wage prescribed by section 206(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 *et. seq.*, and in effect at the time the earnings are payable, whichever is greater, is exempt from any levy of execution pursuant to this writ, and if sufficient personal property cannot be found, then out of the real property belonging to the debtor in the aforesaid county, and make return to this writ within not less than 10 days or more than 60 days endorsed thereon with what you have done.

All non-exempt personal property belonging to Vincent T. Schettler, total value not to exceed NET BALANCE reflected above, that can be found located on, at, or within the property or residence at 9521 Tournament Canyon Drive, Las Vegas, Nevada 89144, including money, art, sports memorabilia, tools, jewelry, collections, books, entertainment systems, televisions, etc.

² Through September 5, 2020.

(Check appropriate paragraph and complete as necessary)

(Check appropriate paragraph and complete as necessary)

- 3 -

NOTE: Disposable earnings are defined as gross earnings less deductions for Federal Income Withholding, Federal Social Security Tax and Withholding for any State, County or City Taxes.

You are required to return this Writ from date of issuance not less than 10 days or more than 60 days with the results of your levy endorsed thereon.

STEVEN D. GRIERSON
CLERK OF COURT

By:

Deputy Clerk

Micheile McCarthy

10/1/2020

Date

Issued at the direction of:

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*

SHERIFF OR CONSTABLE INFORMATION

AMOUNTS TO BE COLLECTED BY LEVY: RETURN:

NET BALANCE: \$2,740,503.27 Not satisfied \$

Satisfied in sum of \$

Garnishment Fee: Costs retained \$

Mileage: Commission retained \$

Levy Fee: : Costs incurred \$

Sub-Total:: Commission incurred \$

Commission: Costs received \$

TOTAL LEVY:

REMITTED TO JUDGMENT CREDITOR:

\$

I hereby certify that I have this date returned the foregoing Writ of Execution with the results of the levy endorsed thereon.

SHERIFF OF CLARK COUNTY or
CONSTABLE FOR THE TOWNSHIP OF

By: _____
Title Date

EXHIBIT 4-L

EXHIBIT 4-L

Laughlin Township Constable's Office

Jordan Ross, Constable

AFFIDAVIT OF EXECUTION

STATE OF NEVADA)
§
COUNTY OF CLARK)

THIS FORM IS FOR USE ONLY IN THE EXECUTION OF COMPLEX COURT ORDERS
DO NOT USE THIS FORM FOR EVICTIONS OR GARNISHMENTS

Case Information			
Plaintiff(s)	PACIFIC WESTERN BANK, a California corporation		
Defendant(s)	JOHN A. RITTER, an individual; DARREN D. BADGER, an individual; VINCENT T. SCHETTLER, an individual; and DOES 1 through 50		
Court Case #	A-14-710645-F	Department #	XVI
Constable's Case #			
Declaration of Execution			
The affiant named below, being a duly sworn Constable, Deputy Constable or Constable's Inspector in the State of Nevada, states: that at all times herein affiant was and is a citizen of the United States, over 18 years of age, is not a party to or interested in the proceeding in which this affidavit is made. That affiant received a copy of the following order(s):			
Order(s)	WRIT OF EXECUTION		
receiving said order(s) on the date and time below:			
Date Received	31 October 2020	Time	1121 X AM <input type="checkbox"/> PM
and executed true and correct copy or copies of said order(s) at the date and time below:			
Date of Execution	14 November 2020	Time	1000 X AM <input type="checkbox"/> PM
and that said orders(s) were executed in the following manner:			

X Affiant was unable to execute the order(s) of the court.

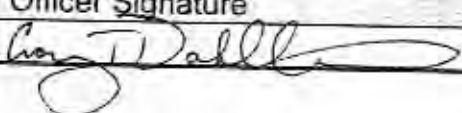
Statement of Events by Affiant	
On the date and time of the execution noted above, accompanied by Deputy Constables Mark Strickland, Personnel ID # 1643 and Leo Bleznitsky, Personnel ID # 1623, and further accompanied by moving vans and crew from a licensed moving and storage company, I arrived at the residence of Defendant Schettler. Defendant was at that time in his personal vehicle and was apparently in the process of leaving his residence. We met the vehicle at the end of the residence driveway. I introduced myself and informed defendant that I had in my possession the above referenced order of the court to execute and served defendant with a copy of said order. I asked defendant if he was Vincent Schettler which defendant confirmed. Deputy Strickland asked defendant for identification which he duly produced. I then informed the defendant we needed to enter his residence to seize property to comply with the order. Defendant discussed some details of the background of the case and wanted to contact his legal counsel and we waited while he spoke via telephone. Defendant after consultation with counsel informed us that he had been advised that the order was not properly noticed, and that he was denying us entry to his residence. Cleared location at 1028.	
Declaration of Affiant	
I declare, on this date of execution, under penalty of perjury under NRS 53.045 of the law of the State of Nevada that the foregoing is true and correct.	
Officer Signature	
	CRAIG DAHLHEIMER, CORPORAL LAUGHLIN CONSTABLE'S OFFICE PERSONNEL # 1628

EXHIBIT 5

EXHIBIT 5

West's Nevada Revised Statutes Annotated
Nevada Rules of Court
Rules of Civil Procedure (Refs & Annos)
VII. Judgment

Rules of Civil Procedure, Rule 62

Rule 62. Stay of Proceedings to Enforce a Judgment

Currentness

(a) Automatic Stay; Exceptions for Injunctions and Receiverships.

(1) *In General.* Except as stated in this rule, no execution may issue on a judgment, nor may proceedings be taken to enforce it, until 30 days have passed after service of written notice of its entry, unless the court orders otherwise.

(2) *Exceptions for Injunctions and Receiverships.* An interlocutory or final judgment in an action for an injunction or a receivership is not automatically stayed, unless the court orders otherwise.

(b) Stay Pending the Disposition of Certain Postjudgment Motions. On appropriate terms for the opposing party's security, the court may stay execution on a judgment--or any proceedings to enforce it--pending disposition of any of the following motions:

- (1) under Rule 50, for judgment as a matter of law;
- (2) under Rule 52(b), to amend the findings or for additional findings;
- (3) under Rule 59, for a new trial or to alter or amend a judgment; or
- (4) under Rule 60, for relief from a judgment or order.

(c) Injunction Pending an Appeal. While an appeal is pending from an interlocutory order or final judgment that grants or refuses to grant, or dissolves or refuses to dissolve, an injunction, the court may stay, suspend, modify, restore, or grant an injunction on terms for bond or other terms that secure the opposing party's rights.

(d) Stay Pending an Appeal.

(1) *By Supersedeas Bond.* If an appeal is taken, the appellant may obtain a stay by supersedeas bond, except in an action described in Rule 62(a)(2). The bond may be given upon or after filing the notice of appeal or after obtaining the order allowing the appeal. The stay is effective when the supersedeas bond is filed.

(2) *By Other Bond or Security.* If an appeal is taken, a party is entitled to a stay by providing a bond or other security. Unless the court orders otherwise, the stay takes effect when the court approves the bond or other security and remains in effect for the time specified in the bond or other security.

(e) Stay Without Bond on Appeal by the State of Nevada, Its Political Subdivisions, or Their Agencies or Officers. When an appeal is taken by the State or by any county, city, town, or other political subdivision of the State, or an officer or agency thereof, and the operation or enforcement of the judgment is stayed, no bond, obligation, or other security is required from the appellant.

(f) Reserved.

(g) Appellate Court's Power Not Limited. This rule does not limit the power of an appellate court or one of its judges or justices:

(1) to stay proceedings--or suspend, modify, restore, or grant an injunction--while an appeal is pending; or

(2) to issue an order to preserve the status quo or the effectiveness of the judgment to be entered.

(h) Stay With Multiple Claims or Parties. A court may stay the enforcement of a final judgment entered under Rule 54(b) until it enters a later judgment or judgments, and may prescribe terms necessary to secure the benefit of the stayed judgment for the party in whose favor it was entered.

Credits

Amended effective March 16, 1964; January 1, 2005; March 1, 2019.

Editors' Notes

ADVISORY COMMITTEE NOTES

2019 Amendment

Subsection (a). Rule 62(a) retains the automatic stay provisions and exceptions in former NRCP 62(a) but updates the language and, tracking the 2018 amendments to [FRCP 62\(a\)](#), extends the automatic stay provided by [Rule 62\(a\)\(1\)](#) from 10 to 30 days.

Subsection (b). [Rule 62\(b\)](#) retains the language concerning postjudgment motions from the pre-April 2018 federal rule.

Subsection (d). [Rule 62\(d\)](#) adopts provisions from both former NRCP 62(d), which is consistent with the pre-2018 [FRCP 62\(d\)](#), and the 2018 amendments to [FRCP 62\(b\)](#). [Rule 62\(d\)\(1\)](#) provides for a stay effective on filing of a supersedeas bond. [Rule 62\(d\)\(2\)](#) is patterned after the 2018 amendments to [FRCP 62\(b\)](#) and provides that, as an alternative to a supersedeas bond, a

stay pending appeal may be obtained through a court-approved bond or other security, or a combination of both; a stay under [Rule 62\(d\)\(2\)](#) takes effect when the court approves the security.

[Notes of Decisions \(19\)](#)

Civ. Proc. Rules, Rule 62, NV ST RCP Rule 62

Current with amendments received through June 15, 2021.

End of Document

© 2021 Thomson Reuters. No claim to original U.S. Government Works.

EXHIBIT 6

EXHIBIT 6

3/30/2021

Good afternoon Vincent,

I want to thank you for allowing myself and the entire Sound Capital team the opportunity to work with you on your new Alexander Coralie project.

As you know we were able to 100% qualify you on your experience history and our requirements per our lending partners.

We were all ready to go to underwriting this week for your first loan and we were notified by our attorney on Friday that there had been a Motion For Appointment of Receiver over the 2016 Judgement filed by Pacific Western Bank on March 11, 2021. After review of the motion our underwriting and partners regretfully have to put this loan on hold.

Please know we are here and ready to get this back into the system once you have this resolved or excused by the courts. Keep me updated when you have new information.

Sincerely,

John Gurr
Sound Capital Loans
Director of Builder Finance
702-901-2309
johng@soundcapital.com



▶ 929 108th Ave. NE, Ste. 1030
Bellevue, WA 98004

▶ 44045 Margarita Road, Ste. 100
Temecula, CA 92592

▶ info@soundcapital.com
888.490.4450
soundcapital.com

EXHIBIT 7

EXHIBIT 7

West's Annotated California Codes
Code of Civil Procedure (Refs & Annos)
Part 2. Of Civil Actions (Refs & Annos)
Title 9. Enforcement of Judgments (Refs & Annos)
Division 2. Enforcement of Money Judgments (Refs & Annos)
Chapter 6. Miscellaneous Creditors' Remedies (Refs & Annos)
Article 7. Receiver to Enforce Judgment (Refs & Annos)

West's Ann.Cal.C.C.P. § 708.620

§ 708.620. Circumstances under which appointment of receiver appropriate

Currentness

The court may appoint a receiver to enforce the judgment where the judgment creditor shows that, considering the interests of both the judgment creditor and the judgment debtor, the appointment of a receiver is a reasonable method to obtain the fair and orderly satisfaction of the judgment.

Credits

(Added by Stats.1982, c. 1364, p. 5203, § 2, operative July 1, 1983.)

Editors' Notes

LEGISLATIVE COMMITTEE COMMENTS—ASSEMBLY

1982 Addition

Section 708.620 supersedes portions of [Section 564](#) that authorized the appointment of a receiver to enforce a judgment. It eliminates as a prerequisite to the appointment of a receiver a showing that a writ of execution has been returned unsatisfied or that the judgment debtor refuses to apply properly in satisfaction of the judgment as was formerly required by [subdivision 4 of Section 564](#). See [Olsan v. Comora](#), 73 Cal.App.3d 642, 647-49, 140 Cal.Rptr. 835 (1977).

Under Section 708.620, a receiver may be appointed where a writ of execution would not reach certain property and other remedies appear inadequate. A receiver may also be appointed in examination proceedings under Article 2 (commencing with [Section 708.110](#)) where the requisite showing is made under this section. Cf. [Tucker v. Fontes](#), 70 Cal.App.2d 768, 771-72, 161 P.2d 697, 699 (1945); [Medical Finance Ass'n v. Short](#), 36 Cal.App.2d Supp. 745, 747, 92 P.2d 961, 962 (1939) (appointment of receiver in supplementary proceedings under former law). A receiver may be appointed to enforce a charging order against a partnership under [Corporations Code Section 15028](#). See [Section 708.310](#) (charging orders). As to the appointment of a receiver where necessary to preserve the value of property, see [Section 699.070](#).

A receiver may also be appointed to enforce a judgment for the possession or sale of property. See [Section 712.060](#). See also [Section 708.920](#) (receiver for enforcement against franchise granted by public entity). [16 Cal.L.Rev.Comm. Reports 1530 (1982)].

[Notes of Decisions \(6\)](#)

West's Ann. Cal. C.C.P. § 708.620, CA CIV PRO § 708.620

Current with urgency legislation through Ch. 13 of 2021 Reg.Sess

End of Document

© 2021 Thomson Reuters. No claim to original U.S. Government Works.

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Pacific Western Bank,
7 Plaintiff(s)

CASE NO: A-14-710645-B

8 vs.

DEPT. NO. Department 16

9 John Ritter, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

Service Date: 7/2/2021

15 Alan Freer

afreer@sdfnlaw.com

16 Alexander LeVeque

aleveque@sdfnlaw.com

17 "Brittany Jones, Paralegal" .

bjones@glenlerner.com

18 "Jaimie Stilz, Esq." .

jstilz@rrblf.com

19 "Miriam Alvarez, Paralegal" .

ma@glenlerner.com

20 Bobbye Donaldson .

bdonaldson@dickinsonwright.com

21 Eric D. Hone .

ehone@dickinsonwright.com

22 Gabriel A. Blumberg .

gblumberg@dickinsonwright.com

23 Jacque Magee .

jmagee@foxrothschild.com

24 Joseph F. Schmitt .

jschmitt@glenlerner.com

25 Kristee Kallas .

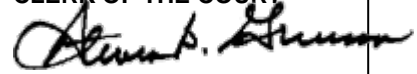
kkallas@rrblf.com

26
27
28

1	Lisa Stewart .	lstewart@dickinsonwright.com
2	Scott Bogatz .	SBogatz@rrblf.com
3	Terrie Maxfield	tmaxfield@sdfnvlaw.com
4	Corey Eschweiler	ceshweiler@glenlerner.com
5	Diane Meeter	dmeeter@blacklobello.law
6	J. Graf	Rgraf@blacklobello.law
7	Matthew Johnson	mjohnson@mjohnsonlaw.com
8	Erin Hansen	ehansen@sdfnvlaw.com
9	R. Reade	creade@crdslaw.com
10	Marsha Stallsworth	mstallsworth@blacklobello.law
11	Dan Waite	dwaite@lrrc.com
12	Daniel Keifer	kiefer@rlklegal.com
13	Rusty Graf	rgraf@blackwadhams.law
14	Diane Meeter	dmeeter@blackwadhams.law
15	Jerri Hunsaker	jhunsaker@blackwadhams.law
16	Hailey Nicklin	hnicklin@sdfnvlaw.com
17	Elizabeth Arthur	earthur@crdslaw.com
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

EXHIBIT 2

EXHIBIT 2



1 **NEO**
2 Dan R. Waite, Bar No. 4078
3 DWaite@lewisroca.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 Pacific Western Bank,*
10 *a California corporation*

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

15 PACIFIC WESTERN BANK, a California
16 corporation,

17 Plaintiff,

18 v.

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

23 Defendants.

Case No. A-14-710645-B

Dept. No. 16

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

24 PLEASE TAKE NOTICE that an Order (1) Appointing Receiver Over Judgment
25 Debtor Vincent T. Schettler's Assets and (2) Denying Countermotion for Special Master was
26 entered on August 16, 2021. A copy of the Order is attached hereto.

27 Dated this 16th day of August, 2021.

28 **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

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 ***“Notice of Entry of Order (1) Appointing Receiver Over Judgment Debtor Vincent T. Schettler’s Assets and (2) Denying Countermotion for Special Master”*** to be E-Filed and Served through the Court’s electronic filing system.

Alexander G. LeVeque
Alan D. Freer
SOLOMON DWIGGINS & FREER, LTD
Cheyenne West Professional Center
9060 W. Cheyenne Ave.
Las Vegas, NV 89129
Attorneys for Vincent T. Schettler

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

Dated this 16th day of August, 2021

/s/ Luz Horvath

An Employee of Lewis Roca Rothgerber Christie LLP

Heather S. Smith
CLERK OF THE COURT

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-^B

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")
Counter-motion for Appointment of Special Master ("Counter-motion"), 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.

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.

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 first impression in Nevada. Unlike California, under the Nevada statutory scheme the appointment of a receiver is not a remedy of last resort because Nevada law does not require the Court to consider the interests of both the judgment creditor and the judgment debtor, and whether the appointment of a receiver is a reasonable method to obtain the fair and orderly satisfaction of the judgment. Under the Nevada statute, "[a]fter judgment, to dispose of the property according to the judgment, . . . in proceedings in aid of execution, when an execution has been returned unsatisfied, or when the judgment debtor refuses to apply the judgment debtor's property in satisfaction of the judgment," a receiver may be appointed by the Court. *See* NRS 32.010(4). In the instant action, PacWest has utilized the standard debt collection procedures as set forth in its motion, i.e., judgment debtor examination, requests for production of documents from the judgment debtor, subpoena for documents from numerous third parties, writs of garnishment, writs of execution, etc.

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

FINDINGS OF FACT

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

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

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. In its Motion, PacWest suggested two receiver candidates: (a) Cordes & Company,
4 principally by and through Bellann Raile, and (b) Stapleton Group, principally by and through
5 Jacob Diiorio. PacWest also provided the CVs and rates for both receiver candidates in its
6 Motion. Schettler did not oppose or otherwise object to PacWest’s receiver candidates in his
7 opposition brief or during the April 28, 2021, hearing on PacWest’s Motion.

8 14. Nevertheless, at a status hearing on July 21, 2021, upon request from Schettler’s
9 counsel, the Court authorized Schettler to submit names, CVs, and rates for some receiver
10 candidates. The Court also provided PacWest with an opportunity to thereafter respond to
11 Schettler’s proposed receiver candidates.

12 15. On July 27, 2021, Schettler filed his Notice of Production of Documents whereby
13 he suggested three receiver candidates: (a) Judge David Barker (retired), (b) Paul Haire, Esq., and
14 (c) Justice Nancy Saitta (retired).

15 16. On August 3, 2021, PacWest submitted its Response to Mr. Schettler’s Proposed
16 Receivers.

17 17. Upon a review of the two receiver candidates suggested by PacWest and the three
18 receiver candidates suggested by Schettler, it is clear that the receiver candidates suggested by
19 Schettler have zero receiver experience whereas those suggested by PacWest have been appointed
20 as professional receivers more than 500 times in separate court actions in multiple states and
21 jurisdictions. This experience imbalance weighs heavily in favor of PacWest’s nominees.

22 18. Also, PacWest’s proposed receiver candidates charge a significantly lower hourly
23 rate than those proposed by Schettler. Indeed, Schettler’s candidates charge hourly rates ranging
24 from \$450-\$750 (David Barker), \$490-\$800 (Paul Haire), and \$590-\$900 (Nancy Saitta), but
25 none indicated what specific rate they would charge for receiver services in this case. On the
26 other hand, PacWest’s proposed receiver candidates charge a specific hourly rate of \$325 (Cordes
27 & Company, Bellann Raile) and \$345 (Stapleton Group, Jacob Diiorio) to serve as a receiver in
28 this case. The specificity and lower rates weigh heavily in favor of PacWest’s nominees.

20. Any findings of fact that are partially or completely conclusions of law shall be deemed conclusions of law.

CONCLUSIONS OF LAW

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

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

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

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

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

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

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

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

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

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

14. A master is not warranted in this case.

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

ORDER

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

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

IT IS FURTHER ORDERED that any distributions, commissions, payments, or other 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.
- 12 c. The Receiver may change the locks, if any, providing access to the
13 Receivership Estate, so long as changing the locks does not interfere with
14 Schettler's access to his personal residence, and to do all other things
15 which the Receiver deems necessary to protect the Receivership Estate.
- 16 d. The Receiver is further authorized to take possession of and collect any
17 accounts, distributions, commissions, exempt wages and bonuses, chattel
18 paper, and general intangibles of every kind hereafter arising out of the
19 Receivership Estate and to have full access to and, if it desires, take
20 possession of all the books and records, ledgers, financial statements,
21 financial reports, documents and all other records (including, but not
22 limited to, information contained on computers and any and all software
23 relating thereto) relating to the foregoing, wherever located, as the
24 Receiver deems necessary for the proper administration of the Receivership
25 Estate.
- 26 e. The Receiver is authorized and empowered to demand any and all records
27 from any and all banks and other financial institutions holding accounts
28

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,

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

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

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

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

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

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

23 IT IS FURTHER ORDERED that this Order shall be interpreted and applied by the
24 Receiver in a manner consistent with *Weddell v. H2O, Inc.*, 128 Nev. 94, 271 P.3d 743 (2012).

25 ////

26 ////

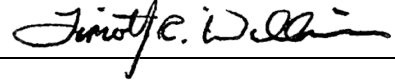
27 ////

28 ////

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

IT IS SO ORDERED.

Dated this 16th day of August, 2021



NS

598 153 589B 938D
Timothy C. Williams
District Court Judge

Submitted by:
LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ Dan R. Waite

Dan R. Waite, Esq.
Nevada State Bar No. 4078
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
Attorneys for Plaintiff/Judgment Creditor
Pacific Western Bank

Agreement was not reached on the form or content of this order. PacWest's counsel understands that Mr. Schettler will submit a competing order.

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Pacific Western Bank,
7 Plaintiff(s)

CASE NO: A-14-710645-B

8 vs.

DEPT. NO. Department 16

9 John Ritter, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

Service Date: 8/16/2021

15 Alan Freer

afreer@sdfnvlaw.com

16 Alexander LeVeque

aleveque@sdfnvlaw.com

17 "Brittany Jones, Paralegal" .

bjones@glenlerner.com

18 "Jaimie Stilz, Esq." .

jstilz@rrblf.com

19 "Miriam Alvarez, Paralegal" .

ma@glenlerner.com

20 Bobbye Donaldson .

bdonaldson@dickinsonwright.com

21 Eric D. Hone .

ehone@dickinsonwright.com

22 Gabriel A. Blumberg .

gblumberg@dickinsonwright.com

23 Jacque Magee .

jmagee@foxrothschild.com

24 Joseph F. Schmitt .

jschmitt@glenlerner.com

25 Kristee Kallas .

kkallas@rrblf.com

26
27
28

1	Lisa Stewart .	lstewart@dickinsonwright.com
2	Scott Bogatz .	SBogatz@rrblf.com
3	Terrie Maxfield	tmaxfield@sdfnvlaw.com
4	Corey Eschweiler	ceshweiler@glenlerner.com
5	Diane Meeter	dmeeter@blacklobello.law
6	J. Graf	Rgraf@blacklobello.law
7	Matthew Johnson	mjohnson@mjohnsonlaw.com
8	Erin Hansen	ehansen@sdfnvlaw.com
9	R. Reade	creade@crdslaw.com
10	Marsha Stallsworth	mstallsworth@blacklobello.law
11	Daniel Keifer	kiefer@rlklegal.com
12	Rusty Graf	rgraf@blackwadhams.law
13	Diane Meeter	dmeeter@blackwadhams.law
14	Jerri Hunsaker	jhunsaker@blackwadhams.law
15	Hailey Nicklin	hnicklin@sdfnvlaw.com
16	Dan Waite	DWaite@lewisroca.com
17	Luz Horvath	LHorvath@lewisroca.com
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

EXHIBIT 3

EXHIBIT 3

Alexander G. LeVeque
CLERK OF THE COURT

ORDR

Dan R. Waite, Bar No. 4078

DWaite@lewisroca.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,

v.

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

Defendants.

Case No. A-14-710645-B

Dept. No. 16

**ORDER DENYING SCHETTLER'S
MOTION TO STAY APPOINTMENT
OF RECEIVER PENDING APPEAL**

Date of Hearing: July 21, 2021

Time of Hearing: 9:00 a.m.

On July 21, 2021, at 9:00 a.m., in Department XVI of the above-captioned Court, Defendant/Judgment Debtor Vincent T. Schettler's Motion to Stay Appointment of Receiver Pending Appeal ("Motion to Stay"), came on for hearing. Dan R. Waite of Lewis Roca Rothgerber Christie LLP appeared by video on behalf of Plaintiff/Judgment Creditor Pacific Western Bank. Alexander G. LeVeque of Solomon Dwiggin Freer & Steadman, Ltd., and J. Rusty Graf of Black & Wadhams appeared by video on behalf of Mr. Schettler, who was also present telephonically. Based on the papers and pleadings on file, the arguments of counsel, and good cause appearing, the Court rules as follows:

IT IS HEREBY ORDERED that Vincent T. Schettler's Motion to Stay is DENIED.

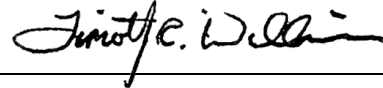
Upon Mr. Schettler's oral motion during the hearing, IT IS FURTHER ORDERED that this Order is stayed for thirty (30) days from notice of entry of order so that Mr. Schettler may

115050289.1

1 seek a stay from the Nevada Supreme Court. This Court's stay shall thereafter expire without
2 further notice.

3 **IT IS SO ORDERED.**

4 Dated this 26th day of July, 2021

5 

6 **A59 A6D 3EF7 6A1E**
7 **Timothy C. Williams**
8 **District Court Judge**

NS

9 Submitted by:

10 LEWIS ROCA ROTHGERBER CHRISTIE LLP

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 Approved as to form and content:

19 SOLOMON DWIGGINS FREER & STEADMAN, LTD.

20 By: /s/ Alexander G. LeVeque

21 Alexander G. LeVeque, Esq.
22 Nevada State Bar No. 11183
23 9060 West Cheyenne Avenue
24 Las Vegas, Nevada 89129

25 *Attorneys for Defendant/Judgment Debtor*
26 *Vincent T. Schettler*

From: Alexander LeVeque <aleveque@sdfnvlaw.com>
Sent: Thursday, July 22, 2021 8:37 AM
To: Waite, Dan R. <DWaite@lewisroca.com>
Cc: Horvath, Luz <LHorvath@lewisroca.com>
Subject: RE: PacWest v. Schettler: Proposed Order

[EXTERNAL]

Dan,

I like simple. Do you want to include the court's order regarding submission of receiver names, and then 1 week for you to object? Your call. Otherwise, the order is fine and you have my permission.

Best,

Alex

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



SOLOMON | DWIGGINS
FREER | STEADMAN ^{LTD}
TRUST AND ESTATE ATTORNEYS



From: Waite, Dan R. <DWaite@lewisroca.com>
Sent: Thursday, July 22, 2021 8:31 AM
To: Alexander LeVeque <aleveque@sdfnvlaw.com>
Cc: Horvath, Luz <LHorvath@lewisroca.com>
Subject: PacWest v. Schettler: Proposed Order

Good morning Alex,

Attached is a simple order from yesterday's hearing. Please let me know if it is acceptable to affix your e-signature and submit to the court. Thanks,

Dan

Dan R. Waite

Partner

dwaite@lewisroca.com

D. 702.474.2638

LEWIS  ROCA

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Pacific Western Bank,
Plaintiff(s)

CASE NO: A-14-710645-B

7 vs.

DEPT. NO. Department 16

8
9 John Ritter, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 7/26/2021

15 Alan Freer

afreer@sdfnvlaw.com

16 Alexander LeVeque

aleveque@sdfnvlaw.com

17 "Brittany Jones, Paralegal" .

bjones@glenlerner.com

18 "Jaimie Stilz, Esq." .

jstilz@rrblf.com

19 "Miriam Alvarez, Paralegal" .

ma@glenlerner.com

20 Bobbye Donaldson .

bdonaldson@dickinsonwright.com

21 Eric D. Hone .

ehone@dickinsonwright.com

22 Gabriel A. Blumberg .

gblumberg@dickinsonwright.com

23 Jacque Magee .

jmagee@foxrothschild.com

24 Joseph F. Schmitt .

jschmitt@glenlerner.com

25 Kristee Kallas .

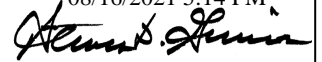
kkallas@rrblf.com

26
27
28

1	Lisa Stewart .	lstewart@dickinsonwright.com
2	Scott Bogatz .	SBogatz@rrblf.com
3	Terrie Maxfield	tmaxfield@sdfnvlaw.com
4	Corey Eschweiler	ceshweiler@glenlerner.com
5	Diane Meeter	dmeeter@blacklobello.law
6	J. Graf	Rgraf@blacklobello.law
7	Matthew Johnson	mjohnson@mjohnsonlaw.com
8	Erin Hansen	ehansen@sdfnvlaw.com
9	R. Reade	creade@crdslaw.com
10	Marsha Stallsworth	mstallsworth@blacklobello.law
11	Daniel Keifer	kiefer@rlklegal.com
12	Rusty Graf	rgraf@blackwadhams.law
13	Diane Meeter	dmeeter@blackwadhams.law
14	Jerri Hunsaker	jhunsaker@blackwadhams.law
15	Hailey Nicklin	hnicklin@sdfnvlaw.com
16	Dan Waite	DWaite@lewisroca.com
17	Luz Horvath	LHorvath@lewisroca.com
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		

EXHIBIT 4

EXHIBIT 4


CLERK OF THE COURT

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-B

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")
Counter-motion for Appointment of Special Master ("Counter-motion"), 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. In its Motion, PacWest suggested two receiver candidates: (a) Cordes & Company,
4 principally by and through Bellann Raile, and (b) Stapleton Group, principally by and through
5 Jacob Diiorio. PacWest also provided the CVs and rates for both receiver candidates in its
6 Motion. Schettler did not oppose or otherwise object to PacWest’s receiver candidates in his
7 opposition brief or during the April 28, 2021, hearing on PacWest’s Motion.

8 14. Nevertheless, at a status hearing on July 21, 2021, upon request from Schettler’s
9 counsel, the Court authorized Schettler to submit names, CVs, and rates for some receiver
10 candidates. The Court also provided PacWest with an opportunity to thereafter respond to
11 Schettler’s proposed receiver candidates.

12 15. On July 27, 2021, Schettler filed his Notice of Production of Documents whereby
13 he suggested three receiver candidates: (a) Judge David Barker (retired), (b) Paul Haire, Esq., and
14 (c) Justice Nancy Saitta (retired).

15 16. On August 3, 2021, PacWest submitted its Response to Mr. Schettler’s Proposed
16 Receivers.

17 17. Upon a review of the two receiver candidates suggested by PacWest and the three
18 receiver candidates suggested by Schettler, it is clear that the receiver candidates suggested by
19 Schettler have zero receiver experience whereas those suggested by PacWest have been appointed
20 as professional receivers more than 500 times in separate court actions in multiple states and
21 jurisdictions. This experience imbalance weighs heavily in favor of PacWest’s nominees.

22 18. Also, PacWest’s proposed receiver candidates charge a significantly lower hourly
23 rate than those proposed by Schettler. Indeed, Schettler’s candidates charge hourly rates ranging
24 from \$450-\$750 (David Barker), \$490-\$800 (Paul Haire), and \$590-\$900 (Nancy Saitta), but
25 none indicated what specific rate they would charge for receiver services in this case. On the
26 other hand, PacWest’s proposed receiver candidates charge a specific hourly rate of \$325 (Cordes
27 & Company, Bellann Raile) and \$345 (Stapleton Group, Jacob Diiorio) to serve as a receiver in
28 this case. The specificity and lower rates weigh heavily in favor of PacWest’s nominees.

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.
- 12 c. The Receiver may change the locks, if any, providing access to the
13 Receivership Estate, so long as changing the locks does not interfere with
14 Schettler's access to his personal residence, and to do all other things
15 which the Receiver deems necessary to protect the Receivership Estate.
- 16 d. The Receiver is further authorized to take possession of and collect any
17 accounts, distributions, commissions, exempt wages and bonuses, chattel
18 paper, and general intangibles of every kind hereafter arising out of the
19 Receivership Estate and to have full access to and, if it desires, take
20 possession of all the books and records, ledgers, financial statements,
21 financial reports, documents and all other records (including, but not
22 limited to, information contained on computers and any and all software
23 relating thereto) relating to the foregoing, wherever located, as the
24 Receiver deems necessary for the proper administration of the Receivership
25 Estate.
- 26 e. The Receiver is authorized and empowered to demand any and all records
27 from any and all banks and other financial institutions holding accounts
28

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,

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

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

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

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

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

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

23 IT IS FURTHER ORDERED that this Order shall be interpreted and applied by the
24 Receiver in a manner consistent with *Weddell v. H2O, Inc.*, 128 Nev. 94, 271 P.3d 743 (2012).

25 ////

26 ////

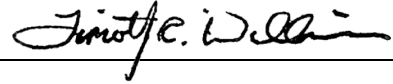
27 ////

28 ////

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

IT IS SO ORDERED.

Dated this 16th day of August, 2021



NS

598 153 589B 938D
Timothy C. Williams
District Court Judge

Submitted by:
LEWIS ROCA ROTHGERBER CHRISTIE LLP

By: /s/ Dan R. Waite

Dan R. Waite, Esq.
Nevada State Bar No. 4078
3993 Howard Hughes Parkway, Suite 600
Las Vegas, Nevada 89169
Attorneys for Plaintiff/Judgment Creditor
Pacific Western Bank

Agreement was not reached on the form or content of this order. PacWest's counsel understands that Mr. Schettler will submit a competing order.

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Pacific Western Bank,
7 Plaintiff(s)

CASE NO: A-14-710645-B

8 vs.

DEPT. NO. Department 16

9 John Ritter, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

Service Date: 8/16/2021

15 Alan Freer

afreer@sdfnvlaw.com

16 Alexander LeVeque

aleveque@sdfnvlaw.com

17 "Brittany Jones, Paralegal" .

bjones@glenlerner.com

18 "Jaimie Stilz, Esq." .

jstilz@rrblf.com

19 "Miriam Alvarez, Paralegal" .

ma@glenlerner.com

20 Bobbye Donaldson .

bdonaldson@dickinsonwright.com

21 Eric D. Hone .

ehone@dickinsonwright.com

22 Gabriel A. Blumberg .

gblumberg@dickinsonwright.com

23 Jacque Magee .

jmagee@foxrothschild.com

24 Joseph F. Schmitt .

jschmitt@glenlerner.com

25 Kristee Kallas .

kkallas@rrblf.com

26
27
28

1	Lisa Stewart .	lstewart@dickinsonwright.com
2	Scott Bogatz .	SBogatz@rrblf.com
3	Terrie Maxfield	tmaxfield@sdfnvlaw.com
4	Corey Eschweiler	ceshweiler@glenlerner.com
5	Diane Meeter	dmeeter@blacklobello.law
6	J. Graf	Rgraf@blacklobello.law
7	Matthew Johnson	mjohnson@mjohnsonlaw.com
8	Erin Hansen	ehansen@sdfnvlaw.com
9	R. Reade	creade@crdslaw.com
10	Marsha Stallsworth	mstallsworth@blacklobello.law
11	Daniel Keifer	kiefer@rlklegal.com
12	Rusty Graf	rgraf@blackwadhams.law
13	Diane Meeter	dmeeter@blackwadhams.law
14	Jerri Hunsaker	jhunsaker@blackwadhams.law
15	Hailey Nicklin	hnicklin@sdfnvlaw.com
16	Dan Waite	DWaite@lewisroca.com
17	Luz Horvath	LHorvath@lewisroca.com
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		