

IN THE SUPREME COURT OF THE STATE OF NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC; SJC VENTURES
HOLDING COMPANY, LLC, d/b/a SJC
VENTURES, LLC,

Petitioners,

v.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF
NEVADA, IN AND FOR THE
COUNTY OF CLARK, AND THE
HONORABLE ELIZABETH
GONAZLEZ, DISTRICT JUDGE

Respondents,

CBC PARTNERS I, LLC; CBC
PARTNERS, LLC; 5148 SPANISH
HEIGHTS, LLC; KENNETH ANTOS
AND SHEILA NEUMANN-ANTOS;;
DACIA, LLC,

Real Parties In
Interest.

PETITIONER'S APPENDIX TO

PETITION FOR WRIT OF

MANDAMUS OR PROHIBITION

DIRECTING THE EIGHTH

JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA,

HONORABLE ELIZABETH

GONZALEZ, DISTRICT JUDGE,

TO VACATE AN (1) INJUNCTIVE

RELIEF ORDER WITH RESPECT

TO PROPERTY FORECLOSURE;

AND (2) AN ORDER APPOINTING

A RECEIVER OVER SJC

VENTURES HOLDING

COMPANY, LLC

Dist. Ct. Case No.: A-20-813439-B

ORIGINAL PETITION

From the Eighth Judicial District Court, Clark County
The Honorable Elizabeth Gonzalez, District Judge

PETITIONERS' APPENDIX VOLUME V

JOSEPH A. GUTIERREZ, ESQ.

Nevada Bar No. 9046

DANIELLE J. BARRAZA, ESQ.

Nevada Bar No. 13822

MAIER GUTIERREZ & ASSOCIATES

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Telephone: (702) 629-7900

Facsimile: (702) 629-7925

jag@mgalaw.com

djb@mgalaw.com

Attorneys for Petitioners

DATE	DESCRIPTION	VOLUME	PAGES
9/3/2013	Amended Order from April 4, 2013 Hearing, in <i>Vion Operations LLC v. Jay L. Bloom, et al</i> (Case No. A-11-646131-C)	I	PA0009-0016
12/24/2020	Declaration of Alan Hallberg in Support of Defendants/Counterclaimants' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on Order Shortening Time	I	PA0170-0172
8/12/2021	Declaration of Jay Bloom	III	PA0702-0703
12/24/2020	Declaration of Kenneth M. Antos in Support of Defendants/Counterclaimants' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	I	PA0173-0178
10/11/2017	Deed of Sale of Property to SHAC	I	PA0049
4/27/2020	Defendant CBC Partners I, LLC's Answer to Complaint; and Counterclaim	I	PA0055-0078
12/24/2020	Defendants/Counterclaimants' Opposition to Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	I	PA0146-0169
8/6/2021	Defendants' Status Report on Compliance with the Court's Orders in <i>TGC/Farkas Funding, LLC v. First 100, LLC et al</i> (Case No. A-20-822273-C)	III	PA0657-0688
5/6/2020	Demand for Jury Trial	I	PA0079-0080
8/13/2021	Email from Candace Carlyon Dated August 13, 2021	III	PA0705-0707
8/12/2021	Email from Larry Bertsch Dated August 12, 2021	III	PA0704

4/6/2021	Findings of Fact and Conclusions of Law	II	PA0327-0347
4/7/2021	Findings of Fact, Conclusions of Law, & Order Regarding Evidentiary Hearing in <i>TGC/Farkas Funding, LLC v. First 100, LLC et al</i> (Case No. A-20-822273-C)	II	PA0348-0385
5/15/2020	First Amended Complaint	I	PA0081-0100
10/7/2010	Grant, Bargain Sale Deed to Antos Trust	I	PA0005-0008
4/5/2007	Grant, Bargain, Sale Deed	I	PA0001-0004
8/15/2017	Lease Between SHAC and SJC Ventures	I	PA0017-0048
6/24/2021	Motion for Appointment of Receiver	II/III	PA0414-0605
1/5/2021	Notice of Entry of Order	I	PA0208-0215
8/11/2021	Notice of Entry of Order (Appointing Receiver)	III	PA0694-0701
4/20/2021	Notice of Entry of Order (FFCL)	II	PA0386-0409
7/8/2021	Opposition to Defendants' Renewed Motion for Appointment of Non-Neutral Receiver	III	PA0606-0649
08/10/2021	Order Appointing Receiver	III	PA0689-0693
5/26/2021	Order Granting in Part and Denying in Part Motion for Sanctions for Violation of Automatic Stay of Bankruptcy Code Section 362(a) and Related Relief	II	PA410-0413
12/14/2020	Plaintiff's Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	I	PA0117-0145
1/1/2021	Plaintiff's Reply in Support of Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	I	PA0179-0207

4/1/2020	Rent Payments to SHAC	I	PA0050-0054
7/28/2021	Status Report Regarding Lifting of Bankruptcy Stay	III	PA0650-0656
1/12/2021	Stipulation Regarding Legal Issues to be Decided by the Court at Bifurcated Trial Commencing February 1, 2021	I	PA0221-0222
5/26/2020	Summons to 5148 Spanish Heights, LLC	I	PA0101-0104
5/26/2020	Summons to CBC Partners I, LLC	I	PA0109-0112
5/26/2020	Summons to CBC Partners, LLC	I	PA0105-0108
5/26/2020	Summons to Dacia, LLC	I	PA0113-0116
1/5/2021	Temporary Restraining Order	I	PA0216-0220
3/15/2021	Transcript of Proceedings – Preliminary Injunction Hearing and Trial – Day 4, Volume II	II	PA0229-0326
2/3/2021	Voluntary Petition for Non-Individuals Filing for Bankruptcy	I	PA0223-0228
12/15/2020	Exhibits in Support of Plaintiffs' Renewed Application for Temporary Restraining Order and Motion for Preliminary Injunction on an Order Shortening Time	IV/V	PA0708-1018

CERTIFICATE OF SERVICE

I certify that on the 20th day of September, 2021, this document was electronically filed with the Nevada Supreme Court. Electronic service of the foregoing: **PETITION FOR WRIT OF MANDAMUS OR PROHIBITION DIRECTING THE EIGHTH JUDICIAL DISTRICT COURT CLARK COUNTY, NEVADA, HONORABLE ELIZABETH GONZALEZ, DISTRICT JUDGE, TO VACATE AN (1) INJUNCTIVE RELIEF ORDER WITH RESPECT TO PROPERTY FORECLOSURE; AND (2) AN ORDER APPOINTING A RECEIVER OVER SJC VENTURES HOLDING COMPANY, LLC and VOLUMES I – V of the APPENDIX** shall be made in accordance with the Master Service List as follows:

Michael R. Mushkin, Esq.
MUSHKIN & COPPEDGE
6070 South Eastern Avenue, Suite 270
Las Vegas, Nevada 89119
Email: Michael@mccnvlaw.com
Attorney for Real Parties in Interest

DATED this 20th day of September, 2021.

/s/ Natalie Vazquez

An Employee of MAIER GUTIERREZ & ASSOCITES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Pledgors:

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

If to Secured Party:

777 108th Ave NE Suite 1895
Bellevue, WA 98004

With a copy to:

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

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

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

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

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

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

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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

PLEDGORS:

Kenneth & Sheila Antos Living Trust

By: [Signature]
Kenneth Antos, Trustee

By: [Signature]
Sheila Antos, Trustee

ACKNOWLEDGMENTS:

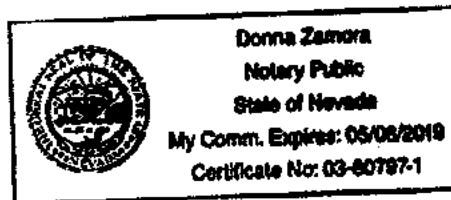
STATE OF NEVADA

ss.:

COUNTY OF CLARK

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

[Signature]
Notary Public



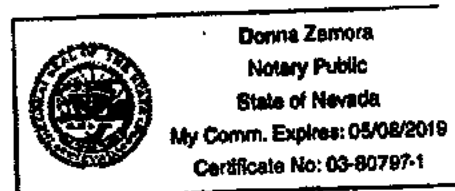
STATE OF NEVADA

ss.:

COUNTY OF CLARK

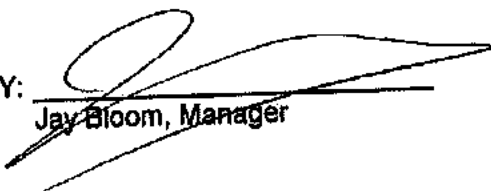
On the 27 day of September, 2017 before me, the undersigned, personally appeared Sheila Antos, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to within instrument and acknowledged to me that he/she/they executed the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

[Signature]
Notary Public



SPANISH HEIGHTS ACQUISITION COMPANY, LLC

BY:

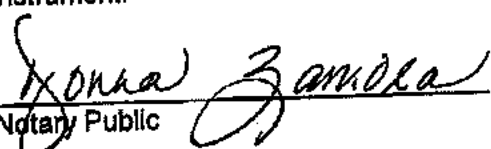

Jay Bloom, Manager

STATE OF NEVADA

: ss.:

COUNTY OF CLARK

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


Notary Public



Donna Zamora

Notary Public

State of Nevada

My Comm. Expires: 05/06/2019

Certificate No: 03-80797-1

EXHIBIT 14

EXHIBIT 14

MUSHKIN & COPPEDGE

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

*of counsel

6070 South Eastern Avenue
Suite 270
Las Vegas, Nevada 89119

Telephone 702.454.3333
Facsimile 702.386.4979

April 1, 2020

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

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

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

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

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

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

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

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

Sincerely,



Michael R. Mushkin, Esq.

MRM:kif
cc: CBC Partners I, LLC

PLTFS00179
PA0966

EXHIBIT 15

EXHIBIT 15

MUSHKIN & COPPEDGE

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

*of counsel

6070 South Eastern Avenue
Suite 270
Las Vegas, Nevada 89119

Telephone 702.454.3333
Facsimile 702.386.4979

April 1, 2020

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

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

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

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

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

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

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

Sincerely,



Michael R. Mushkin, Esq.

MRM:klf
cc: CBC Partners I, LLC

K001
PA0968

**ASSIGNMENT OF COMPANY AND
MEMBERSHIP INTERESTS
OF**

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

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

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

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

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

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

ASSIGNOR:

ASSIGNEE:

By: _____
KENNETH M. ANTOS, Trustee

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

By: _____
SHEILA NEUMANN-ANTOS, Trustee

**ASSIGNMENT OF COMPANY AND
MEMBERSHIP INTERESTS
OF**

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

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

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

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

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

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

ASSIGNOR:

ASSIGNEE:

By: _____
JAY BLOOM, Manager

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

**ASSIGNMENT OF COMPANY AND
MEMBERSHIP INTERESTS
OF**

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

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

1. Assignment. Assignor hereby absolutely and unconditionally assigns and transfers unto Assignee all the right, title, interest, and membership interest of Assignor in Spanish Heights Acquisition Company, LLC (hereinafter "Company") to Assignee.
2. Binding Effect. All agreements herein shall inure to the benefit of, and bind the respective heirs, executors, administrators, successors, and assigns of Assignor and Assignee.
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Nevada.
4. Attorneys' Fees. In the event either party hereto institutes legal action against the other party with respect to this Assignment, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees from the non-prevailing party. The prevailing party shall also be entitled to collect all reasonable attorneys' fees and costs.

ASSIGNOR:

ASSIGNEE:

By:


KENNETH M. ANTOS, Trustee

By:


JOHN OTTER, President
CBC Partners, LLC,

By:


SHEILA NEUMANN-ANTOS, Trustee

EXHIBIT 16

EXHIBIT 16

MUSHKIN & COPPEDGE

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

*of counsel

6070 South Eastern Avenue
Suite 270
Las Vegas, Nevada 89119

Telephone 702.454.3333
Facsimile 702.386.4979

April 3, 2020

Via Certified Mail
& USPS

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

Via Certified Mail
& USPS

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

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

Dear Mr. Bloom:

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

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

Sincerely,



Michael R. Mushkin, Esq.

MRM:klf
cc: CBC Partners I, LLC

PLTFS00184
PA0973

EXHIBIT 17

EXHIBIT 17

TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

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

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

**TRANSCRIPT OF
PROCEEDINGS**

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

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

APPEARANCES:

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

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

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

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

2 * * * * *

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

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

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

13 MR. MUSHKIN: Whatever you want, Judge.

14 THE COURT: Okay. So do you guys.

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

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

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

19 THE COURT: We can make it work.

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

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

23 MR. MUSHKIN: That was my point.

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

1 relationship to defendant and CBC Partners?

2 A I am the chief credit officer.

3 Q And where is CBC Partners domiciled?

4 A Kirkland, Washington.

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

6 A No.

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

8 A No.

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

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

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

15 A Yes.

16 Q When was that?

17 A The first couple days of April.

18 Q What exact date did you sell the note?

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

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

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

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

1 A Purchase and sale agreement.

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

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

5 Q Would that be 5148 Spanish Heights LLC?

6 A Yes. Yes. 5148.

7 Q How much did you sell the note for?

8 MR. MUSHKIN: Objection, Your Honor.

9 THE COURT: Overruled.

10 MR. MUSHKIN: Relevance and privilege.

11 THE COURT: Overruled.

12 BY MR. GUTIERREZ:

13 Q You can answer.

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

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

18 A Yes.

19 Q And CBC has accepted that money; correct?

20 A Yes.

21 Q And when was that money paid?

22 A The 1st week of April.

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

25 A I'm not.

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

3 THE COURT: Overruled.

4 You can answer.

5 THE WITNESS: (No audible response.)

6 THE COURT: You can answer, sir.

7 THE WITNESS: I said I'm not.

8 THE COURT: Oh. Thank you.

9 MR. GUTIERREZ: Okay.

10 BY MR. GUTIERREZ:

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

13 A Correct.

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

16 A We sold the note in early April.

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

19 A Correct.

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

23 A Correct.

24 Q Okay. Now, who purchased the note?

25 THE COURT: He already told you that.

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

2 THE COURT: That's asked and answered.

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

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

6 BY MR. GUTIERREZ:

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

8 A Through Ken Antos.

9 Q Okay.

10 A He was the original guarantor on the deal.

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

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

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

17 A Some of them.

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

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

22 THE WITNESS: Okay.

23 BY MR. GUTIERREZ:

24 Q Do you have that in front of you?

25 A Yes.

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

3 A Yes.

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

6 A They're not on page 88.

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

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

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

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

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

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

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

22 A Yes.

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

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

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

2 BY MR. GUTIERREZ:

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

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

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

11 A I don't know.

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

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

15 MR. MUSHKIN: Thank you, Your Honor.

16 CROSS-EXAMINATION

17 BY MR. MUSHKIN:

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

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

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

23 A Yes.

24 Q And you heard Mr. Bloom testify?

25 A Yes.

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

2 A No.

3 Q Say that again?

4 A No.

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

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

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

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

11 A Chief credit officer; correct.

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

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

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

21 A Yes.

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

25 A Yes.

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

3 A Yes. The --

4 Q What did --

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

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

12 A Yes.

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

14 A Yes.

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

17 A Yes, starting January, February, yes.

18 Q And tell me the nature of those discussions.

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

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

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

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

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

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

16 A No.

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

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

21 Q He never provided you anything?

22 A No.

23 Q Did you request it?

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

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

3 A No.

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

6 A No.

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

11 A Yes.

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

15 A Yes.

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

18 A Yes.

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

21 A Yes.

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

24 A No.

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

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

4 A Yes, I did.

5 Q Was that truthful testimony?

6 A No.

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

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

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

13 A Yes.

14 Q September 27th?

15 A [No audible response.]

16 Q So --

17 A Yes.

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

22 A Yes, it is.

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

25 / / /

1 BY MR. MUSHKIN:

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

7 A I'm getting there. Yes.

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

11 A Correct.

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

15 A Correct.

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

18 A Yes, I heard that.

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

20 A No.

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

23 A That is correct.

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

1 A Yes.

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

4 A Okay.

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

8 A Yes.

9 Q And you understood that to be true?

10 A Yes.

11 Q And you relied upon that?

12 A Absolutely.

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

16 A Yes.

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

20 A Yes.

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

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

1 then lead to the extermination of the leases.

2 Q Thank you.

3 A To be clear.

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

7 A Yes.

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

10 A Yes, I did.

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

14 A Yes.

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

17 A Yes.

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

21 A Yes.

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

24 A That's correct.

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

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

2 A Yes.

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

8 A Yes.

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

11 A Yes.

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

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

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

22 A That's my belief, yes.

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

25 THE COURT: Any redirect, Mr. Gutierrez?

REDIRECT EXAMINATION

BY MR. GUTIERREZ:

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

A Yes, that's my belief.

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

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

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

A No.

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

A To my knowledge, yes.

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

A I don't know.

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

A Okay. I see the exhibit.

Q And you authorized your counsel to send this letter

1 out; correct?

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

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

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

8 Q Go to Exhibit X.

9 A Right. Hold on.

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

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

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

18 Q Did you authorize this letter to go out?

19 A Not specifically, no.

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

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

EXHIBIT 18

EXHIBIT 18

MUSHKIN & COPPEDGE

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

*of counsel

6070 South Eastern Avenue
Suite 270
Las Vegas, Nevada 89119

Telephone 702.454.3333
Facsimile 702.386.4979

July 2, 2020

Via Certified Mail
& USPS

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

Via Certified Mail
& USPS

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

Via Certified Mail
& USPS

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

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

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

Dear Borrower:

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

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

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

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

PA0997

July 2, 2020

Page 2

Re: APN: 163-29-615-007

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

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

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

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

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

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

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

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

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

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

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

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

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

July 2, 2020

Page 3

Re: APN: 163-29-615-007

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

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

As a borrower, you may request:

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

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

Sincerely,

Michael R. Mushkin

Michael R. Mushkin, Esq.

MRM:klf

PA0999

EXHIBIT 19

EXHIBIT 19



Nevada Trust Deed Services

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

September 15, 2020

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

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

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

PROPERTY IN FORECLOSURE MAY BE SOLD WITHOUT ANY COURT ACTION.

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

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

PLEASE TAKE NOTICE

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

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

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

NEVADA TRUST DEED SERVICES

Michele Dobar
Foreclosure Officer

Certified Mail
Return Receipt Requested

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

APN: 163-29-615-007

Property: 5148 Spanish Heights Dr
Las Vegas, NV 89148

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

NOTICE OF BREACH AND ELECTION TO SELL UNDER DEED OF TRUST

FILE NO.: 20-09-008-FCL

NOTICE IS HEREBY GIVEN:

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

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

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

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

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

NOTICE

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

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

DATED: September 9, 2020

5148 Spanish Heights, LLC, a Nevada limited liability company

BY: [Signature]
Michael R. Mushkin, Manager

Michael R. Mushkin

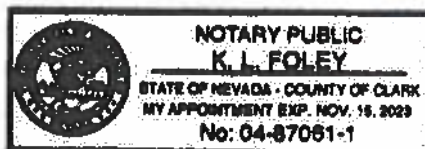
State of Nevada

County of Clark

}
} ss.
}

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

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



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

STATE OF Nevada)
COUNTY OF Clark) ss.

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

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

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

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

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

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

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

N/A

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

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

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

Date: April 8, 2020

Recording Information: Instrument No. 20200528-0002508

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

DATED: September 9, 2020

Affiant:

5148 Spanish Heights, LLC, a Nevada limited liability company

BY:

Michael R. Mushkin, Manager

Michael R. Mushkin

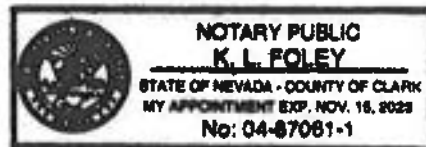
State of Nevada

County of Clark

}
}ss.
}

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

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



File No.: 20-09-008-FCL

Property: 5148 Spanish Heights Dr
Las Vegas, NV 89148

NEVADA DECLARATION

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

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

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

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

5148 Spanish Heights, LLC, a Nevada limited liability company

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

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

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

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

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

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

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

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

DATED: September 9, 2012

5148 Spanish Heights, LLC, a Nevada limited liability company

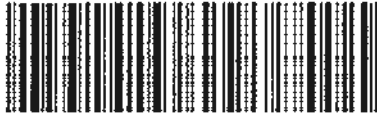
BY: 

Michael R. Mushkin, Manager

Michael R. Mushkin

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

USPS CERTIFIED MAIL



9414 8118 9876 5827 7510 85

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



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

11923275



stamps
indicia

062S0012913542

EXHIBIT 20

EXHIBIT 20

Jay Bloom

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

Jay

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

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

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

The address is:

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

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

Jonathan



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

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

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

CONFIDENTIALITY NOTICE: This communication is confidential, may be privileged and is meant only for the intended recipient. If you are not the intended recipient, please notify the sender ASAP and delete this message from your system. NTAC:2SE-18

EXHIBIT 21

EXHIBIT 21

1 **TRO**

2 JOSEPH A. GUTIERREZ, ESQ.

3 Nevada Bar No. 9046

4 DANIELLE J. BARRAZA, ESQ.

5 Nevada Bar No. 13822

6 **MAIER GUTIERREZ & ASSOCIATES**

7 8816 Spanish Ridge Avenue

8 Las Vegas, Nevada 89148

9 Telephone: 702.629.7900

10 Facsimile: 702.629.7925

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

12 *Attorneys for Plaintiffs*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

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

20 Plaintiffs,

21 vs.

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

Defendants.

AND RELATED CLAIMS.

Case No.: A-20-813439-B

Dept. No.: 11

TEMPORARY RESTRAINING ORDER

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

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

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

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

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

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

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

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

3 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this temporary restraining
4 order shall remain in effect until the hearing on the motion for preliminary injunction, unless further
5 extended by order of this Court or stipulation of the parties.
6
7
8
9

10 Respectfully submitted,

11 **MAIER GUTIERREZ & ASSOCIATES**

12 /s/ Danielle J. Barraza

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

EXHIBIT 22

1 **DECL**

2 JOSEPH A. GUTIERREZ, ESQ.

3 Nevada Bar No. 9046

4 DANIELLE J. BARRAZA, ESQ.

5 Nevada Bar No. 13822

6 **MAIER GUTIERREZ & ASSOCIATES**

7 8816 Spanish Ridge Avenue

8 Las Vegas, Nevada 89148

9 Telephone: 702.629.7900

10 Facsimile: 702.629.7925

11 E-mail: jag@mgalaw.com

12 djb@mgalaw.com

13 *Attorneys for Plaintiffs*

14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

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

21 Plaintiffs,

22 vs.

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

Defendants.

AND RELATED CLAIMS

Case No.: A-20-813439-C

Dept. No.: 11

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

I, JAY BLOOM, hereby declare as follows:

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

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

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

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

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

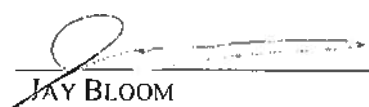
15 5. This correspondence was the first I heard about a foreclosure sale being scheduled.

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

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

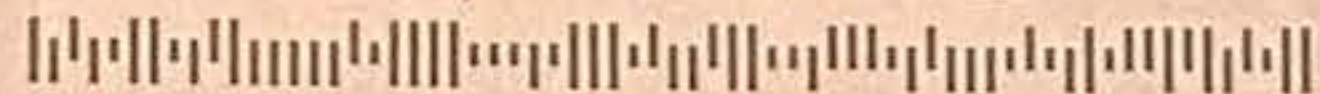
22 I declare under penalty of perjury under the laws of the United States of America that the
23 foregoing is true and correct to the best of knowledge, information and belief.

24 DATED this 14th day of December, 2020.

25
26 
27 JAY BLOOM
28

SE HABLA ESPAÑOL

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



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

File#: P24666D8

Re-Negotiation Assistance

Dear SPANISH HEIGHTS ACQUISITIONS COM,

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

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

Example of how we can help you:

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

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