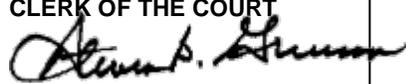


ROGER P. CROTEAU & ASSOCIATES, LTD.  
• 2810 West Charleston Blvd, Suite 75 • Las Vegas, Nevada 89102 •  
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

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

**NOAS**  
ROGER P. CROTEAU, ESQ.  
Nevada Bar No. 4958  
CHRISTOPHER L. BENNER, ESQ.  
Nevada Bar No. 8963  
ROGER P. CROTEAU & ASSOCIATES, LTD  
2810 W. Charleston Blvd., Ste. 75  
Las Vegas, Nevada 89102  
(702) 254-7775 (telephone)  
(702) 228-7719 (facsimile)  
croteaulaw@croteaulaw.com  
chris@croteaulaw.com  
*Attorneys for Plaintiff*

Electronically Filed  
10/20/2021 3:48 PM  
Steven D. Grierson  
CLERK OF THE COURT  


Electronically Filed  
Oct 27 2021 02:19 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

RIVER GLIDER AVENUE TRUST,  
  
Plaintiff,  
  
vs.  
  
HARBOR COVE HOMEOWNERS  
ASSOCIATION; and NEVADA  
ASSOCIATION SERVICES, INC.,  
  
Defendants

Case No: A-20-819781-C  
Dept No: 20

**NOTICE OF APPEAL**

\_\_\_\_\_  
//  
//  
//  
//  
//  
//

ROGER P. CROTEAU & ASSOCIATES, LTD.  
• 2810 West Charleston Blvd, Suite 75 • Las Vegas, Nevada 89102 •  
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

1 NOTICE IS HEREBY GIVEN that Plaintiff RIVER GLIDER AVENUE TRUST, by and  
2 through its attorneys, Roger P. Croteau & Associates, Ltd., hereby appeals to the Supreme Court of  
3 Nevada the Order Granting Harbor Cove Homeowners Association's Renewed Motion for  
4 Summary Judgment, Nevada Association Services Joinder thereto, and all rulings and interlocutory  
5 orders giving rise to or made appealable by the final judgment.  
6

7 Dated October 20, 2021.

8 ROGER P. CROTEAU & ASSOCIATES, LTD.

9 */s/ Christopher L. Benner*

10 Roger P. Croteau, Esq.

11 Nevada Bar No. 4958

12 Christopher L. Benner, Esq.

13 Nevada Bar No. 8963

14 2810 W. Charleston Blvd., Suite 75

15 Las Vegas, Nevada 89102

16 *Plaintiff Daisy Trust*  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

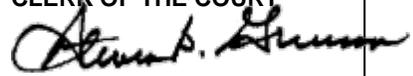
ROGER P. CROTEAU & ASSOCIATES, LTD.  
• 2810 West Charleston Blvd, Suite 75 • Las Vegas, Nevada 89102 •  
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

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

**CERTIFICATE OF SERVICE**

I hereby certify that on October 20, 2021, I served the foregoing document on all persons and parties in the E-Service Master List in the Eighth Judicial District Court E-Filing System, by electronic service in accordance with the mandatory electronic service requirements of Administrative Order 14-1 and the Nevada Electronic Filing and Conversion Rules.

/s/ Joe Koehle  
An employee of ROGER P. CROTEAU & ASSOCIATES, LTD.



1 **ASTA**  
2 **ROGER P. CROTEAU, ESQ.**  
3 Nevada Bar No. 4958  
4 **CHRISTOPHER L. BENNER, ESQ.**  
5 Nevada Bar No. 8963  
6 **ROGER P. CROTEAU & ASSOCIATES, LTD**  
7 2810 W. Charleston Blvd., Ste. 75  
8 Las Vegas, Nevada 89102  
9 (702) 254-7775 (telephone)  
10 (702) 228-7719 (facsimile)  
11 croteaulaw@croteaulaw.com  
12 [chris@croteaulaw.com](mailto:chris@croteaulaw.com)  
13 Attorneys for Plaintiff

14 **DISTRICT COURT**  
15 **CLARK COUNTY, NEVADA**

16 RIVER GLIDER AVENUE TRUST,  
17  
18 Plaintiff,

Case No: A-20-819781-C  
Dept No: 20

19 vs.

20 HARBOR COVE HOMEOWNERS  
21 ASSOCIATION; and NEVADA  
22 ASSOCIATION SERVICES, INC.,  
23  
24 Defendants.

**CASE APPEAL STATEMENT**

25 Plaintiff River Glider Avenue Trust, by and through their attorneys, Roger P. Croteau &  
26 Associates, Ltd., submits its Case Appeal Statement.

27 **1. Name of appellant filing this case appeal statement:**

28 River Glider Avenue Trust ("River Glider")

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

The Honorable Eric Johnson

**3. Set forth the name, law firm, address, and telephone number of all counsel on appeal and identify the party or parties whom they represent:**

a. River Glider Avenue Trust

ROGER P. CROTEAU & ASSOCIATES, LTD.  
• 2810 West Charleston Blvd, Suite 75 • Las Vegas, Nevada 89102 •  
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

1 Roger P. Croteau, Esq.  
2 Christopher L. Benner, Esq.  
3 Roger P. Croteau & Associates, Ltd.  
4 2810 West Charleston Blvd., #75  
Las Vegas, Nevada 89102  
(702) 254-7775

5 **4. Identify each respondent and the name and address of appellate counsel, if known, for**  
6 **each respondent (if the name of a respondent’s counsel is unknown, indicate as much**  
7 **and provide the name and address of that respondent’s trial counsel):**

8 a. Harbor Cove Homeowners Association (“Harbor”)

9 Harbor’s appellate counsel is unknown at this time but will presumably be Harbor’s  
10 trial counsel.

11 KALEB D. ANDERSON, ESQ.  
12 Nevada Bar No. 7582  
13 PETER E. DUNKLEY, ESQ.  
14 Lipson Neilson, P.C.  
15 Nevada Bar No. 11110  
16 9900 Covington Cross Drive, Ste. 120  
Las Vegas, Nevada 89144  
(702) 382-1500 phone

17 b. Nevada Association Services, Inc. (“NAS”)

18 NAS’ appellate counsel is unknown at this time but will presumably be NAS’ trial  
19 counsel.

20 Brandon Wood, Esq.  
21 6625 S. Valley View Blvd. Suite 300  
Las Vegas, NV 89118  
22 702-804-8885 Office

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

27 N/A  
28

1 6. **Indicate whether appellant was represented by appointed or retained counsel in the**  
2 **district court:**

3 Retained counsel.

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

5 Retained counsel.

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

8 N/A

9 9. **Indicate the date the proceedings commenced in the district court, e.g., date complaint,**  
10 **indictment, information, or petition was filed:**

11 The original Complaint in this matter was filed on August 18, 2020 in the Eighth Judicial  
12 District Court of the State of Nevada in and for Clark County, Nevada, Case No. A-20-  
13 819781-C.

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

17 The instant action relates to River Glider’s claim for damages against Harbor and  
18 NAS stemming from an allegation of fraudulent or, alternatively, negligent  
19 misrepresentation, breach of the duty of good faith, and conspiracy on the part of Harbor and  
20 NAS in failing to disclose to River Glider, upon request, whether or not a superpriority  
21 payment had been made or tendered to Harbor, prior to NAS conducting a non-judicial  
22 foreclosure sale of the real property identified as 8112 Lake Hills Drive Las Vegas, Nevada  
23 89128 (APN: 138-16-213-034). River Glider’s claims also allege statutory violations on the  
24 part of Harbor and NAS under NRS 116.113 and NRS 113.  
25  
26  
27  
28

1                   After briefing by the Parties, the District Court granted Harbor Cove Homeowners  
2 Association’s Renewed Motion for Summary Judgment (“Motion”) and NAS’ Joinder thereto  
3 on September 21, 2021. The Notice of Entry of Order Granting the Motion was filed and  
4 served on September 23, 2021.  
5

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

9 N/A.

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

11 N/A

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

13 Appellant believes that the possibility of settlement exists.  
14

15 Dated this 20th day of October, 2021.

16 ROGER P. CROTEAU & ASSOCIATES, LTD.

17 /s/ Christopher L. Benner

18 Roger P. Croteau, Esq.

19 Nevada Bar No. 4958

20 Christopher L. Benner, Esq.

21 Nevada Bar No. 8963

22 2810 W. Charleston Blvd., Suite 75

23 Las Vegas, Nevada 89102

24 Attorneys for Plaintiff  
25  
26  
27  
28

ROGER P. CROTEAU & ASSOCIATES, LTD.  
• 2810 West Charleston Blvd, Suite 75 • Las Vegas, Nevada 89102 •  
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

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

**CERTIFICATE OF SERVICE**

I hereby certify that on October 20<sup>th</sup>, 2021 I served the foregoing document on all persons and parties in the E-Service Master List in the Eighth Judicial District Court E-Filing System, by electronic service in accordance with the mandatory electronic service requirements of Administrative Order 14-1 and the Nevada Electronic Filing and Conversion Rules.

/s/ Joe Koehle  
An employee of  
ROGER P. CROTEAU & ASSOCIATES, LTD.

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-20-819781-C**

**River Glider Avenue Trust, Plaintiff(s)** §  
**vs.** §  
**Harbor Cover Homeowners Association, Defendant(s)** §  
 §  
 §

Location: **Department 20**  
 Judicial Officer: **Johnson, Eric**  
 Filed on: **08/18/2020**  
 Cross-Reference Case **A819781**  
 Number:

CASE INFORMATION

**Statistical Closures**  
 09/21/2021 Summary Judgment

Case Type: **Intentional Misconduct**

Case Status: **09/21/2021 Closed**

DATE

CASE ASSIGNMENT

**Current Case Assignment**

Case Number	A-20-819781-C
Court	Department 20
Date Assigned	08/18/2020
Judicial Officer	Johnson, Eric

PARTY INFORMATION

<b>Plaintiff</b>	<b>River Glider Avenue Trust</b>	<i>Lead Attorneys</i> <b>Croteau, Roger P, ESQ</b> <i>Retained</i> 702-254-7775(W)
<b>Defendant</b>	<b>Harbor Cover Homeowners Association</b>	<b>Anderson, Kaleb D.</b> <i>Retained</i> 702-382-1500(W)
	<b>Nevada Association Services Inc</b>	<b>Wood, Brandon E.</b> <i>Retained</i> 702-804-8885(W)

DATE

EVENTS & ORDERS OF THE COURT

INDEX

**EVENTS**

- 08/18/2020  Complaint  
 Filed By: Plaintiff River Glider Avenue Trust  
*[1] Complaint*
  
- 08/19/2020  Initial Appearance Fee Disclosure  
 Filed By: Plaintiff River Glider Avenue Trust  
*[2] Initial Appearance Fee Disclosure*
  
- 08/20/2020  Clerk's Notice of Nonconforming Document  
*[3] Clerk's Notice of Nonconforming Document*
  
- 08/20/2020  Summons Electronically Issued - Service Pending  
 Party: Plaintiff River Glider Avenue Trust  
*[5] Summons-Harbor Cove HOA*
  
- 08/20/2020  Summons Electronically Issued - Service Pending  
 Party: Plaintiff River Glider Avenue Trust  
*[6] Summons-Nevada Association Services*

**CASE SUMMARY**

**CASE NO. A-20-819781-C**

- 08/21/2020  Clerk's Notice of Nonconforming Document and Curative Action  
*[4] Clerk's Notice of Curative Action & Notice of Change of Case Designation*
  
- 10/20/2020  Affidavit of Service  
Filed By: Plaintiff River Glider Avenue Trust  
*[7] AOS-NAS*
  
- 10/20/2020  Affidavit of Service  
Filed By: Plaintiff River Glider Avenue Trust  
*[8] Affidavit of Service-HOA*
  
- 11/10/2020  Initial Appearance Fee Disclosure  
Filed By: Defendant Harbor Cover Homeowners Association  
*[9] Harbor Cove Homeowners Association's Initial Appearance Fee Disclosure*
  
- 11/10/2020  Motion To Dismiss - Alternative Motion For Summary Judgment  
Filed By: Defendant Harbor Cover Homeowners Association  
*[10] Harbor Cove Homeowners Association's Motion to Dismiss or in the Alternative for Summary Judgment*
  
- 11/10/2020  Clerk's Notice of Hearing  
*[11] Notice of Hearing*
  
- 11/10/2020  Joinder  
Filed By: Defendant Nevada Association Services Inc  
*[12] Nevada Association Services, Inc.'s Joinder to Defendant Harbor Cove Homeowners Association's Motion to Dismiss or in the Alternative Motion*
  
- 11/12/2020  Initial Appearance Fee Disclosure  
Filed By: Defendant Nevada Association Services Inc  
*[13] Initial Appearance Fee Disclosure (NRS Chapter 19)*
  
- 11/24/2020  Opposition  
Filed By: Plaintiff River Glider Avenue Trust  
*[14] River Glider's Opposition to Harbor Cove HOA Motion to Dismiss*
  
- 11/24/2020  Filing Fee Remittance  
Filed By: Defendant Nevada Association Services Inc  
*[15] Filing Fee Remittance*
  
- 12/09/2020  Reply in Support  
*[16] Harbor Cove Homeowners Association's Reply in Support of Motion to Dismiss or in the Alternative, for Summary Judgment*
  
- 12/10/2020  Notice of Change of Hearing  
*[17] Notice of Change of Hearing*
  
- 12/15/2020  Declaration  
Filed By: Plaintiff River Glider Avenue Trust  
*[18] Declaration of Eddie Haddad*
  
- 01/05/2021  Answer  
Filed By: Defendant Harbor Cover Homeowners Association

**CASE SUMMARY**

**CASE NO. A-20-819781-C**

*[19] Harbor Cove Homeowners Association's Answer to Plaintiff's Complaint*

02/01/2021



Answer to Complaint

Filed by: Defendant Nevada Association Services Inc  
*[20] Nevada Association Services, Inc.'s Answer to Complaint*

02/22/2021



Appointment of Arbitrator

*[21] Appointment of Arbitrator*

02/25/2021



Notice of Early Arbitration Conference

Filed By: Arbitrator Luh, Charlie H.  
*[22] Notice of Early Arbitration Conference*

03/08/2021



Notice to Appear for Arbitration Hearing

Filed by: Arbitrator Luh, Charlie H.  
*[23] Notice to Appear for Arbitration Hearing*

03/08/2021



Arbitration Discovery Order

Filed By: Arbitrator Luh, Charlie H.  
*[24] Arbitration Discovery Order*

07/22/2021



Motion for Summary Judgment

Filed By: Defendant Harbor Cover Homeowners Association  
*[25] Harbor Cove Homeowners Association's Renewed, Motion for Summary Judgment*

07/22/2021



Clerk's Notice of Hearing

*[26] Notice of Hearing*

07/23/2021



Joinder

Filed By: Defendant Nevada Association Services Inc  
*[27] Nevada Association Services, Inc.'s Joinder to Defendant Harbor Cove Homeowners Association's Renewed, Motion for Summary Judgment*

08/05/2021



Opposition to Motion For Summary Judgment

Filed By: Plaintiff River Glider Avenue Trust  
*[28] Plaintiff's Opposition to Harbor Cove Homeowners Association's Renewed Motion for Summary Judgment and Nevada Association Services, INC's Joinder Thereto*

08/09/2021



Reply in Support

Filed By: Defendant Harbor Cover Homeowners Association  
*[29] Harbor Cove Homeowners Association's Reply In Support of Renewed, Motion for Summary Judgment*

08/23/2021



Notice of Change of Hearing

*[30] Notice of Change of Hearing*

09/14/2021



ADR - Change of Status

Filed by: Arbitrator Luh, Charlie H.  
*[31] Notice of Change of Status*

09/16/2021



Arbitrators Bill for Fees and Costs

Filed By: Arbitrator Luh, Charlie H.  
*[32] Arbitrator Bill for Fees and Costs*

**CASE SUMMARY**

**CASE NO. A-20-819781-C**

09/21/2021  Order Granting Summary Judgment  
 Filed By: Defendant Harbor Cover Homeowners Association  
*[33] Order on Harbor Cove Homeowners Association's Renewed Motion for Summary Judgment*

09/23/2021  Notice of Entry of Order  
 Filed By: Defendant Harbor Cover Homeowners Association  
*[34] Notice of Entry of Order*

10/20/2021  Notice of Appeal  
 Filed By: Plaintiff River Glider Avenue Trust  
*[35] Notice of Appeal*

10/20/2021  Case Appeal Statement  
 Filed By: Plaintiff River Glider Avenue Trust  
*[36] Case Appeal Statement*

**DISPOSITIONS**

09/21/2021 **Summary Judgment** (Judicial Officer: Johnson, Eric)  
 Debtors: River Glider Avenue Trust (Plaintiff)  
 Creditors: Harbor Cover Homeowners Association (Defendant), Nevada Association Services Inc (Defendant)  
 Judgment: 09/21/2021, Docketed: 09/22/2021

**HEARINGS**

12/15/2020 **Motion to Dismiss** (8:30 AM) (Judicial Officer: Johnson, Eric)  
*Harbor Cove Homeowners Association's Motion to Dismiss or in the Alternative for Summary Judgment*  
 Denied;

12/15/2020 **Joinder** (8:30 AM) (Judicial Officer: Johnson, Eric)  
 Events: 11/10/2020 Joinder  
*Nevada Association Services, Inc.'s Joinder to Defendant Harbor Cove Homeowners Association's Motion to Dismiss or in the Alternative Motion*  
 Denied;

12/15/2020  **All Pending Motions** (8:30 AM) (Judicial Officer: Johnson, Eric)  
*Nevada Association Services, Inc.'s Joinder to Defendant harbor Cove Homeowners Associations Motion to Dismiss or in the Alternative Motion....Harbor Cove Homeowners Association's Motion to Dismiss or in the Alternative for Summary Judgment...*  
 Matter Heard;  
 Journal Entry Details:  
*Roger Croteau, Esq. and Peter Dunkley, Esq. present via Bluejeans video conference. Nevada Association Services, Inc.'s Joinder to Defendant harbor Cove Homeowners Associations Motion to Dismiss or in the Alternative Motion....Harbor Cove Homeowners Association's Motion to Dismiss or in the Alternative for Summary Judgment... Arguments by counsel. Following arguments, COURT STATED ITS FINDINGS, ORDERED, Nevada Association Services, Inc.'s Joinder to Defendant harbor Cove Homeowners Associations Motion to Dismiss or in the Alternative Motion DENIED; Harbor Cove Homeowners Association's Motion to Dismiss or in the Alternative for Summary Judgment DENIED.;*

09/08/2021 **Motion for Summary Judgment** (8:30 AM) (Judicial Officer: Johnson, Eric)  
*Harbor Cove Homeowners Association's Renewed, Motion for Summary Judgment*  
 Granted;

09/08/2021 **Joinder** (8:30 AM) (Judicial Officer: Johnson, Eric)  
*Nevada Association Services, Inc.'s Joinder to Defendant Harbor Cove Homeowners Association's Renewed, Motion for Summary Judgment*

EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY**

**CASE NO. A-20-819781-C**

	Granted;	
09/08/2021	<b>All Pending Motions</b> (8:30 AM) (Judicial Officer: Johnson, Eric) Matter Heard;	
09/15/2021	<b>CANCELED Arbitration Hearing</b> (7:00 AM) <i>Vacated</i>	

DATE	FINANCIAL INFORMATION	
------	-----------------------	--

<b>Defendant</b> Harbor Cover Homeowners Association	
Total Charges	846.00
Total Payments and Credits	846.00
<b>Balance Due as of 10/22/2021</b>	<b>0.00</b>
<b>Defendant</b> Nevada Association Services Inc	
Total Charges	423.00
Total Payments and Credits	423.00
<b>Balance Due as of 10/22/2021</b>	<b>0.00</b>
<b>Plaintiff</b> River Glider Avenue Trust	
Total Charges	294.00
Total Payments and Credits	294.00
<b>Balance Due as of 10/22/2021</b>	<b>0.00</b>

# DISTRICT COURT CIVIL COVER SHEET

CASE NO: A-20-819781-C

Department 20

County, Nevada

Case No. \_\_\_\_\_  
(Assigned by Clerk's Office)

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

Plaintiff(s) (name/address/phone):	Defendant(s) (name/address/phone):
Attorney (name/address/phone):	Attorney (name/address/phone):

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

**Civil Case Filing Types**

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

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

\_\_\_\_\_ Date

Roger P. Crotsau  
Signature of initiating party or representative

*See other side for family-related case filings.*

**LIPSON NEILSON, P.C.**  
9900 Covington Cross Drive, Suite 120, Las Vegas, Nevada 89144  
Telephone: (702) 382-1500 Facsimile: (702) 382-1512

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

**LIPSON NEILSON P.C.**  
KALEB D. ANDERSON, ESQ.  
Nevada Bar No. 7582  
PETER E. DUNKLEY, ESQ.  
Nevada Bar No. 11110  
9900 Covington Cross Drive, Ste. 120  
Las Vegas, Nevada 89144  
(702) 382-1500 phone  
(702) 382-1512 fax  
[kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)  
[pdunkley@lipsonneilson.com](mailto:pdunkley@lipsonneilson.com)  
*Attorneys for Defendants Harbor Cove Homeowners Association*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

RIVER GLIDER AVENUE TRUST,  
Plaintiff,

vs.

HARBOR COVE HOMEOWNERS  
ASSOCIATION; and NEVADA  
ASSOCIATION SERVICES, INC.,  
Defendants.

CASE NO.: A-20-819781-C  
DEPT. NO.: 20

**[PROPOSED]**

**ORDER ON HARBOR COVE  
HOMEOWNERS ASSOCIATION'S  
RENEWED, MOTION FOR SUMMARY  
JUDGMENT**

**Hearing Date: September 8, 2021  
Hearing Time: 8:30 A.M.**

Before the Court is Defendant Harbor Cove Homeowners Association's (the "HOA"), Renewed Motion for Summary Judgment, and Nevada Association Services, Inc.'s ("NAS") joinder. Plaintiff, River Glider Avenue Trust, filed a response. The HOA replied.

On December 14, 2020, the Court dismissed claims for civil conspiracy and violation of NRS 113. The remaining claims, misrepresentation and violation of duty of good faith under NRS 116.1113 were subsequently sent to arbitration. After discovery, the HOA re filed the Renewed Motion for Summary Judgment.

On September 8, 2021, the Renewed Motion for Summary judgment came up for hearing. The Court considered the pleadings, exhibits, including orders from case A-13-

1 683467-C and Appeal No. 76683 (the "Prior Litigation"), as well as argument from counsel.  
2 In light of the Prior Litigation, the Court takes judicial notice of facts and law from the Prior  
3 Litigation. See NRS 47.130 (judicial notice may be taken of facts); NRS 47.140 (judicial  
4 notice may be taken of the Nevada Revised Statutes); NRS 47.150(2) (the court "shall  
5 take judicial notice if requested by a party and supplied with the necessary information").  
6 *Andolino v. State*, 99 Nev. 346, 351, 662 P.2d 631, 633 (1983) (mandatory judicial notice  
7 appropriate where necessary information related to prior decision and order made part of  
8 record). See also, *Mack v. Estate of Mack*, 125 Nev. 80, 91-92, 206 P.3d 98, 106 (2009)  
9 (providing the court may take judicial notice of facts in a different case when the moving  
10 party establishes a valid reason for doing so.) See also, *United States v. Wilson*, 631 F.2d  
11 118, 119 (9th Cir. 1980) (explaining that "a court may take judicial notice of its own records  
12 in other cases"). This matter was set for an arbitration to take place on September 15,  
13 2021. However, the HOA timely filed the Renewed Motion for Summary Judgment on July  
14 22, 2021. See NAR 4(E) (dispositive motions may be filed no later than 45 days prior to  
15 the arbitration). The Court finds and rules as follows:

16 **FINDINGS OF FACT**

- 17 1. River Glider Avenue Trust purchased the Property at the valid nonjudicial  
18 foreclosure sale for \$5,500.00 on May 11, 2012.
- 19 2. Before the nonjudicial foreclosure sale, the prior owner of the Property had  
20 satisfied the super-priority portion of the HOA's lien.
- 21 3. Thus, the nonjudicial foreclosure sale was valid and conveyed the Property to  
22 the Plaintiff *subject to* the existing deed of trust.
- 23 4. Plaintiff alleges that its manager, on either May 10, 2012, or May 11, 2012,  
24 called NAS to inquire regarding the status of the lien. Plaintiff admits it has no corroborating  
25 records of the alleged call.
- 26 5. NAS testified, that when a third-party calls NAS about a homeowner's  
27 account: "NAS informed such individuals or entities that NAS is prohibited by federal law  
28 from disclosing collection account details without receiving (1) written consent from the

1 debtor to communicate with the third-party, (2) express permission of a court of competent  
2 jurisdiction, or (3) unless reasonably necessary to effectuate a postjudgment judicial  
3 remedy.” (Declaration of Susan Moses.)

4 6. NAS produced its telephone log, which confirmed that NAS did not receive  
5 any phone calls, from anyone regarding this Property, on May 10, 2012, or May 11, 2012.

6 7. If any findings of fact are more properly considered conclusions of law, they  
7 should be so construed.

### 8 CONCLUSIONS OF LAW

9 1. “Summary judgment is appropriate under NRCP 56 when the pleadings,  
10 depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly  
11 before the court demonstrate that no genuine issue of material fact exists, and the moving  
12 party is entitled to judgment as a matter of law.” *Wood v. Safeway, Inc.*, 121 Nev. 724, 731,  
13 121 P.3d 1026, 1031 (2005). The party moving for summary judgment bears the initial  
14 burden of production to show the absence of a genuine issue of material fact. *Cuzze v.*  
15 *Univ. & Comm. College System of Nevada*, 172 P.3d 131, 134 (Nev. 2007). Where “the  
16 nonmoving party will bear the burden of persuasion at trial, the party moving for summary  
17 judgment may satisfy the burden of production by either (1) submitting evidence that  
18 negates an essential element of the nonmoving party’s claim, or (2) ‘pointing out . . . that  
19 there is an absence of evidence to support the nonmoving party’s case.” *Id.* (citations  
20 omitted).

21 To survive a motion for summary judgment, the non-moving party “may not rest  
22 upon the mere allegations or denials of [its] pleadings,” *Anderson v. Liberty Lobby, Inc.*,  
23 477 U.S. 242, 248 (1986), nor may it “simply show there is some metaphysical doubt as to  
24 the material facts.” *Matsushita Elec. Indus. Co.*, 475 U.S. at 586. Rather, it is the non-  
25 moving party’s burden to “come forward with specific facts showing that there is a **genuine**  
26 issue for trial.” *Id.* at 587 (emphasis added); *See also Wood v. Safeway, Inc.*, 121 Nev. 724  
27 (2005), *citing Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713, 57 P.3d 82 (2002).

1 An issue is only genuine if there is a sufficient evidentiary basis for a reasonable jury  
2 to return a verdict for the non-moving party. See *Anderson*, 477 U.S. at 248 (1986).  
3 Further, a dispute will only preclude the entry of summary judgment if it could affect the  
4 outcome of the suit under governing law. *Id.* “The amount of evidence necessary to raise a  
5 genuine issue of material fact is enough to require a judge or jury to resolve the parties’  
6 differing versions of the truth at trial.” *Id.* at 249. In evaluating a summary judgment, a court  
7 views all facts and draws all inferences in a light most favorable to the non-moving party.  
8 *Wood v. Safeway, Inc.*, 121 Nev. 724, 729 (2005). If there are no genuine issues of fact,  
9 the movant’s burden is not evidentiary because the facts are not disputed, but the court has  
10 the obligation to resolve the legal dispute between the parties as a matter of law. *Gulf Ins.*  
11 *Co. v. First Bank*, 2009 WL 1953444 \*2 (E.D.Cal.2009) (citing *Asuncion v. Dist. Dir. of U.S.*  
12 *Immigration & Naturalization Serv.*, 427 F.2d 523, 524 (9th Cir.1970)).

13 Where claims are unsubstantiated, the Nevada Supreme Court has stated: “trial  
14 courts should not be reluctant in dispensing with such claims, as they are instructive of the  
15 type of litigation that summary judgment is meant to obviate.” *Boesiger v. Desert*  
16 *Appraisals, Ltd. Liab. Co.*, 444 P.3d 436, 440-41 (Nev. 2019).

17 2. Judicial Notice—as noted above, this court may take judicial notice of matters  
18 of fact that are generally known or that are “[c]apable of accurate and ready determination  
19 by resort to sources whose accuracy cannot reasonably be questioned’ when requested by  
20 a party. NRS 47.130; NRS 47.150. Records of other courts are sources whose accuracy  
21 cannot reasonably be questioned. *Occhiuto v. Occhiuto*, 97 Nev. 143, 145, 625 P.2d 568,  
22 569 (1981). A court may take judicial notice of records from other cases if there is a close  
23 relationship between the cases, and issues within the case justify taking judicial notice of  
24 the prior case. *Id.*

25 The Court finds the District Court’s Order and the Nevada Supreme Court’s Order of  
26 Affirmance, from the Prior Litigation, are closely related to this case in that the Prior  
27 Litigation involves the same Property, the same nonjudicial foreclosure sale, and made  
28 express findings regarding issues raised in this lawsuit, and therefore takes judicial notice

1 of the facts and law from the Prior Litigation.

2 **MISREPRESENTATION**

3 3. To prevail on a misrepresentation claim, Plaintiff must establish the following  
4 elements: (1) defendant supplied information while in the course of its business; (2) the  
5 information was false; (3) the information was supplied for the guidance of the plaintiff in its  
6 business transactions; (4) defendant must have failed to exercise reasonable care or  
7 competence in obtaining or communicating the information; (5) plaintiff must have justifiably  
8 relied upon the information by taking action or refraining from it; and (6) plaintiff sustained  
9 damage as a result of his reliance upon the accuracy of the information. *Barmettler v. Reno*  
10 *Air, Inc.*, 114 Nev. 441, 449, 956 P.2d 1382, 1387 (1998).

11 4. Here, the alleged misrepresentation was by omission. Plaintiff alleged he  
12 called NAS prior to the nonjudicial foreclosure sale, but that NAS did not respond.

13 5. However, in addition to the absence of competent evidence which would  
14 establish an actual phone call, on the alleged *estimated* dates of the alleged phone call,  
15 May 10 or May 11, 2012, NRS 116 did not require any extra-statutory disclosures beyond  
16 the publicly recorded nonjudicial foreclosure notices. See *Noonan v. Bayview Loan*  
17 *Servicing, LLC*, 438 P.3d 335 (Nev. 2019) (unpublished) (affirming summary judgment  
18 because there was no “affirmative false statement nor omitted a material fact it was bound  
19 to disclose.” See also *Saticoy Bay v. Genevieve Court Homeowners Ass’n*, No. 80135,  
20 2020 Nev. Unpub. LEXIS 1000, at \*1 (Oct. 16, 2020) (no duty to disclose); see also,  
21 *Saticoy Bay v. Silverstone Ranch Cmty. Ass’n*, No. 80039, 2020 Nev. Unpub. LEXIS 993,  
22 at \*1 (Oct. 16, 2020) (no duty to disclose, and NRS 113 does not apply to create such a  
23 disclosure); see also, *Saticoy Bay Llc Series 10007 Liberty View v. S. Terrace*  
24 *Homeowners Ass’n*, 484 P.3d 276 (Nev. 2021) (same, issued April 16, 2021); see also, *Bay*  
25 *v. Tripoly*, 482 P.3d 699 (Nev. 2021) (same, issued March 26, 2021); see also, *Saticoy Bay*  
26 *Llc Series 3237 v. Aliante Master Ass’n*, 480 P.3d 836 (Nev. 2021) (same, issued February  
27 16, 2021); see also, *Saticoy Bay v. Sunrise Ridge Master Homeowners Association*, 478  
28 P.3d 870 (Nev. 2021) (same, issued January 15, 2021).

1 5. Therefore, because there was no duty to respond to a phone call in 2012,  
2 whether or not the alleged phone call happened is immaterial and cannot be a basis for a  
3 misrepresentation claim. See *Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026,  
4 1030 (2005) (only material fact disputes will preclude summary judgment).

5 **VIOLATION OF GOOD FAITH UNDER NRS 116.1113**

6 8. NRS 116.1113 states: “Every contract or duty governed by this chapter  
7 imposes an obligation of good faith in its performance or enforcement.”

8 9. An HOA’s duties are proscribed by NRS 116.

9 10. It is undisputed that there was no defect in the HOA’s (or NAS’s) compliance  
10 with NRS 116 regarding the nonjudicial foreclosure process. See *generally*, Prior Litigation.

11 11. Additionally, nothing in NRS 116.1113, in effect in May of 2012 imposed a  
12 duty to disclose any preforeclosure payments. See Misrepresentation discussion, *supra*.  
13 Compare, NRS 116.31162(1)(b)(3)(11) (2017) (requiring an HOA to disclose if tender of the  
14 superpriority portion of the lien) with NRS 116.31162 (2005) (no disclosure requirement).

15 12. Neither the HOA nor NAS was required to disclose the existence of a pre-sale  
16 payment. See NRS 116 (2005).

17 13. In the absence of a duty to disclose, there is no breach of a duty. See *Bay v.*  
18 *Tripoly*, 482 P.3d 699 (Nev. 2021) (unpublished) (affirming dismissal of breach of duty of  
19 good faith claim).

20 14. Therefore, the claim fails.

21 15. If any conclusions of law are more properly considered findings of fact, they  
22 should be so construed.

23 **ORDER**

24 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** the claims for civil  
25 conspiracy and violation of NRS 113 were **DISMISSED**, with prejudice, on December 14,  
26 2020. With respect to the claims for misrepresentation and breach of duty of good faith,

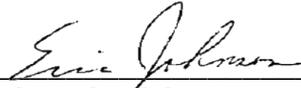
27 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the HOA’s Renewed  
28 Motion for Summary Judgment is **GRANTED**, in favor of the HOA;

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

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that NAS's Joinder is  
**GRANTED**, in favor of NAS.

**IT IS SO ORDERED.**

Dated \_\_\_\_\_ 2021, Dated this 21st day of September, 2021

  
\_\_\_\_\_  
DISTRICT COURT JUDGE

**F4B 0B7 8AAB 2238**  
**Eric Johnson**  
**District Court Judge**

Submitted by:

LIPSON NEILSON, P.C.

*/s/ Peter E. Dunkley*

By: \_\_\_\_\_

KALEB D. ANDERSON, ESQ.  
Nevada Bar No. 7582  
PETER E. DUNKLEY, ESQ.  
Nevada Bar No. 11110  
9900 Covington Cross Drive, Ste. 120  
Las Vegas, Nevada 89144  
(702) 382-1500 phone  
(702) 382-1512 fax  
[kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)  
[pdunkley@lipsonneilson.com](mailto:pdunkley@lipsonneilson.com)  
*Attorneys for Harbor Cove HOA*

## Renee Rittenhouse

---

**From:** Brandon Wood <brandon@nas-inc.com>  
**Sent:** Friday, September 17, 2021 1:07 PM  
**To:** Renee Rittenhouse; 'Chris Benner'  
**Cc:** Peter Dunkley  
**Subject:** RE: harbor cover Proposed Order

No objections. You may use my electronic signature.

Best,

## Brandon E. Wood, Esq.

Nevada Association Services, Inc.  
6625 S. Valley View Blvd. Suite 300  
Las Vegas, NV 89118  
702-804-8885 Office  
702-804-8887 Fax

*Our office hours are Monday – Thursday 9-5, Friday 9-4:30 and closed for lunch from 12-1 daily. There is a drop-box available for payments in front of our office during normal business hours and lunch.*



PERSONAL AND CONFIDENTIAL: Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose. This message originates from Nevada Association Services, Inc. This message and any file(s) or attachment(s) transmitted with it are confidential, intended only for the named recipient, and may contain information that is a trade secret, proprietary, or is otherwise protected against unauthorized use or disclosure. Any disclosure, distribution, copying, or use of this information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. Personal messages express only the view of the sender and are not attributable to Nevada Association Services, Inc.

---

**From:** Renee Rittenhouse <RRittenhouse@lipsonneilson.com>  
**Sent:** Wednesday, September 15, 2021 2:03 PM  
**To:** Brandon Wood <brandon@nas-inc.com>; 'Chris Benner' <chris@croteaulaw.com>  
**Cc:** Peter Dunkley <PDunkley@lipsonneilson.com>  
**Subject:** RE: harbor cover Proposed Order

Good Afternoon:

Please see the Proposed Order on Harbor Cove's Renewed MSJ. Please let our office know if you have corrections, comments, or would like to request revisions. If you are fine with the Order as attached, please confirm in an e-mail in order for us to send to the Judge for signature and filing.

Thank you,

LAW OFFICES

# Lipson | Neilson

Attorneys and Counselors at Law

**Renee M. Rittenhouse**

**Legal Assistant to Janeen V. Isaacson, Esq.  
and Peter E. Dunkley, Esq.**

**Lipson Neilson**

**9900 Covington Cross Drive, Suite 120**

**Las Vegas, NV 89144**

**(702) 382-1500**

**(702) 382-1512 (fax)**

**E-Mail: [rrittenhouse@lipsonneilson.com](mailto:rrittenhouse@lipsonneilson.com)**

**Website: [www.lipsonneilson.com](http://www.lipsonneilson.com)**

**OFFICES IN NEVADA, MICHIGAN, ARIZONA & COLORADO**

---

**From:** Peter Dunkley <[PDunkley@lipsonneilson.com](mailto:PDunkley@lipsonneilson.com)>

**Sent:** Thursday, September 9, 2021 12:57 PM

**To:** Brandon Wood <[brandon@nas-inc.com](mailto:brandon@nas-inc.com)>; 'Chris Benner' <[chris@croteaulaw.com](mailto:chris@croteaulaw.com)>

**Cc:** Renee Rittenhouse <[RRittenhouse@lipsonneilson.com](mailto:RRittenhouse@lipsonneilson.com)>

**Subject:** harbor cover Proposed Order

Hello,

The court wanted something in MS Word for red-lining. Please let me know if you have corrections, comments, or would like to request revisions.

Thanks!

# Lipson | Neilson

Attorneys and Counselors at Law

Peter E. Dunkley, Esq.

1 E. Liberty Street, Suite 600

Reno, NV 89501

Telephone: (775) 420-1197

Fax: (702) 382-1512

E-Mail: [pdunkley@lipsonneilson.com](mailto:pdunkley@lipsonneilson.com)

Website: [www.lipsonneilson.com](http://www.lipsonneilson.com)

Offices in Nevada, Michigan, Arizona, and Colorado

\*\*\*\*\*

CONFIDENTIALITY DISCLOSURE: This message is confidential, intended only for the named recipient(s) and may contain information that is privileged, attorney work product or exempt from disclosure under applicable law. If you are not the intended recipient(s), you are notified that any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on the contents of this information is prohibited and may be unlawful. If you receive this message in error, or are not the named recipient(s), please notify the sender, delete this e-mail from your computer, and destroy any copies in any form immediately. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.

## Renee Rittenhouse

---

**From:** Chris Benner <chris@croteaulaw.com>  
**Sent:** Friday, September 17, 2021 12:53 PM  
**To:** Renee Rittenhouse; Brandon Wood  
**Cc:** Peter Dunkley  
**Subject:** RE: harbor cover Proposed Order

You may add my e-signature.

**Christopher L. Benner, Esq.**  
**Roger P. Croteau & Associates**  
**2810 Charleston Boulevard, No. H-75**  
**Las Vegas, NV 89102**  
**(702) 254-7775**  
[chris@croteaulaw.com](mailto:chris@croteaulaw.com)

The information contained in this email message is intended for the personal and confidential use of the intended recipient(s) only. This message may be an attorney/client communication and therefore privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that any review, use, dissemination, forwarding, or copying of this message is strictly prohibited. If you have received this message in error, please notify us immediately by reply email or telephone and delete the original message and any attachments from your system. Please note that nothing in the accompanying communication is intended to qualify as an "electronic signature."

---

**From:** Renee Rittenhouse <RRittenhouse@lipsonneilson.com>  
**Sent:** Wednesday, September 15, 2021 2:03 PM  
**To:** Brandon Wood <brandon@nas-inc.com>; Chris Benner <chris@croteaulaw.com>  
**Cc:** Peter Dunkley <PDunkley@lipsonneilson.com>  
**Subject:** RE: harbor cover Proposed Order

Good Afternoon:

Please see the Proposed Order on Harbor Cove's Renewed MSJ. Please let our office know if you have corrections, comments, or would like to request revisions. If you are fine with the Order as attached, please confirm in an e-mail in order for us to send to the Judge for signature and filing.

Thank you,



**Renee M. Rittenhouse**  
**Legal Assistant to Janeen V. Isaacson, Esq.**  
**and Peter E. Dunkley, Esq.**  
**Lipson Neilson**  
**9900 Covington Cross Drive, Suite 120**  
**Las Vegas, NV 89144**

**(702) 382-1500**  
**(702) 382-1512 (fax)**  
**E-Mail: [rrittenhouse@lipsonneilson.com](mailto:rrittenhouse@lipsonneilson.com)**  
**Website: [www.lipsonneilson.com](http://www.lipsonneilson.com)**  
**OFFICES IN NEVADA, MICHIGAN, ARIZONA & COLORADO**

---

**From:** Peter Dunkley <[PDunkley@lipsonneilson.com](mailto:PDunkley@lipsonneilson.com)>  
**Sent:** Thursday, September 9, 2021 12:57 PM  
**To:** Brandon Wood <[brandon@nas-inc.com](mailto:brandon@nas-inc.com)>; 'Chris Benner' <[chris@croteaulaw.com](mailto:chris@croteaulaw.com)>  
**Cc:** Renee Rittenhouse <[RRittenhouse@lipsonneilson.com](mailto:RRittenhouse@lipsonneilson.com)>  
**Subject:** harbor cover Proposed Order

Hello,

The court wanted something in MS Word for red-lining. Please let me know if you have corrections, comments, or would like to request revisions.

Thanks!



Peter E. Dunkley, Esq.  
1 E. Liberty Street, Suite 600  
Reno, NV 89501  
Telephone: (775) 420-1197  
Fax: (702) 382-1512  
E-Mail: [pdunkley@lipsonneilson.com](mailto:pdunkley@lipsonneilson.com)  
Website: [www.lipsonneilson.com](http://www.lipsonneilson.com)  
Offices in Nevada, Michigan, Arizona, and Colorado

\*\*\*\*\*  
CONFIDENTIALITY DISCLOSURE: This message is confidential, intended only for the named recipient(s) and may contain information that is privileged, attorney work product or exempt from disclosure under applicable law. If you are not the intended recipient(s), you are notified that any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on the contents of this information is prohibited and may be unlawful. If you receive this message in error, or are not the named recipient(s), please notify the sender, delete this e-mail from your computer, and destroy any copies in any form immediately. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 River Glider Avenue Trust,  
7 Plaintiff(s)

CASE NO: A-20-819781-C

8 vs.

DEPT. NO. Department 20

9 Harbor Cover Homeowners  
10 Association, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

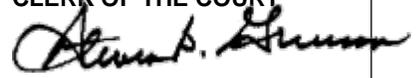
12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Order Granting Summary Judgment was served via the court's  
15 electronic eFile system to all recipients registered for e-Service on the above entitled case as  
16 listed below:

17 Service Date: 9/21/2021

18 Susana Nutt	snutt@lipsonneilson.com
19 Renee Rittenhouse	rrittenhouse@lipsonneilson.com
20 Peter Dunkley	pdunkley@lipsonneilson.com
21 Brandon Wood	brandon@nas-inc.com
22 Roger Croteau	croteaulaw@croteaulaw.com
23 Susan Moses	susanm@nas-inc.com
24 Croteau Admin	receptionist@croteaulaw.com
25 Sydney Ochoa	sochoa@lipsonneilson.com
26 Charlie Luh	arbitration@luhlaw.com
27 Christopher Benner	chris@croteaulaw.com

28

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



1 **LIPSON NEILSON P.C.**  
2 KALEB D. ANDERSON, ESQ.  
3 Nevada Bar No. 7582  
4 PETER E. DUNKLEY, ESQ.  
5 Nevada Bar No. 11110  
6 9900 Covington Cross Drive, Ste. 120  
7 Las Vegas, Nevada 89144  
8 (702) 382-1500 phone  
9 (702) 382-1512 fax

10 [kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)

11 [pdunkley@lipsonneilson.com](mailto:pdunkley@lipsonneilson.com)

12 *Attorneys for Defendants Harbor Cove Homeowners Association*

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 RIVER GLIDER AVENUE TRUST,

16 Plaintiff,

17 vs.

18 HARBOR COVE HOMEOWNERS  
19 ASSOCIATON; and NEVADA  
20 ASSOCIATION SERVICES, INC.,

21 Defendants.

CASE NO.: A-20-819781-C

DEPT. NO.: 20

**NOTICE OF ENTRY OF ORDER**

22 \ \ \

23 \ \ \

24 \ \ \

25 \ \ \

26

27

28

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

PLEASE TAKE NOTICE that the **ORDER ON HARBOR COVE HOMEOWNERS ASSOCIATION'S RENEWED MOTION FOR SUMMARY JUDGMENT** filed with the court this 21<sup>st</sup> day of September, 2021, a true and correct copy of which is attached hereto.

Dated this 23<sup>rd</sup> day of September, 2021.

LIPSON NEILSON, P.C.

By:           /s/ Peter E. Dunkley          

KALEB D. ANDERSON, ESQ.

Nevada Bar No. 7582

PETER E. DUNKLEY, ESQ.

Nevada Bar No. 11110

9900 Covington Cross Drive, Ste. 120

Las Vegas, Nevada 89144

(702) 382-1500 phone

(702) 382-1512 fax

[kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)

[pdunkley@lipsonneilson.com](mailto:pdunkley@lipsonneilson.com)

*Attorneys for Defendants Harbor Cove HOA*

**CERTIFICATE OF SERVICE**

I hereby certify that on the 23<sup>rd</sup> day of September, 2021, an electronic copy of the following **NOTICE OF ENTRY OF ORDER** was filed and e-served via the Court's electronic service system to all persons who have registered for e-service in this case:

<p>Roger Croteau, Esq. Nevada Bar No. 4958 Christopher L. Brenner, Esq. Nevada Bar No. 8963 ROGER P. CROTEAU &amp; ASSOCIATES, LTD 2810 W. Charleston Blvd., Suite 75 Las Vegas, NV 89102 <a href="mailto:croteaulaw@croteaulaw.com">croteaulaw@croteaulaw.com</a> <a href="mailto:chris@croteaulaw.com">chris@croteaulaw.com</a> <a href="mailto:receptionist@croteaulaw.com">receptionist@croteaulaw.com</a></p> <p><i>Attorneys for Plaintiff</i></p>	<p>Brandon E. Wood, Esq. Nevada Bar No. 12900 NEVADA ASSOCIATION SERVICES, INC. 6625 S. Valley View Blvd. Suite 300 Las Vegas, NV 89118 <a href="mailto:brandon@nas-inc.com">brandon@nas-inc.com</a></p> <p><i>Attorney for Defendant Nevada Association Services, Inc.</i></p>
<p>Charlie H. Luh, Esq. Nevada Bar No. 6726 LUH &amp; ASSOCIATES 8987 W. Flamingo Road, Suite 100 Las Vegas, NV 89147</p> <p><i>Arbitrator</i></p>	

*/s/ Sydney Ochoa*

\_\_\_\_\_  
An Employee of LIPSON NEILSON P.C.

**LIPSON NEILSON, P.C.**  
9900 Covington Cross Drive, Suite 120, Las Vegas, Nevada 89144  
Telephone: (702) 382-1500 Facsimile: (702) 382-1512

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

**LIPSON NEILSON P.C.**  
KALEB D. ANDERSON, ESQ.  
Nevada Bar No. 7582  
PETER E. DUNKLEY, ESQ.  
Nevada Bar No. 11110  
9900 Covington Cross Drive, Ste. 120  
Las Vegas, Nevada 89144  
(702) 382-1500 phone  
(702) 382-1512 fax  
[kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)  
[pdunkley@lipsonneilson.com](mailto:pdunkley@lipsonneilson.com)  
*Attorneys for Defendants Harbor Cove Homeowners Association*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

RIVER GLIDER AVENUE TRUST,  
  
Plaintiff,

vs.

HARBOR COVE HOMEOWNERS  
ASSOCIATION; and NEVADA  
ASSOCIATION SERVICES, INC.,  
  
Defendants.

CASE NO.: A-20-819781-C  
  
DEPT. NO.: 20

**[PROPOSED]**

**ORDER ON HARBOR COVE  
HOMEOWNERS ASSOCIATION'S  
RENEWED, MOTION FOR SUMMARY  
JUDGMENT**

**Hearing Date: September 8, 2021  
Hearing Time: 8:30 A.M.**

Before the Court is Defendant Harbor Cove Homeowners Association's (the "HOA"),  
Renewed Motion for Summary Judgment, and Nevada Association Services, Inc.'s ("NAS")  
joinder. Plaintiff, River Glider Avenue Trust, filed a response. The HOA replied.

On December 14, 2020, the Court dismissed claims for civil conspiracy and violation  
of NRS 113. The remaining claims, misrepresentation and violation of duty of good faith  
under NRS 116.1113 were subsequently sent to arbitration. After discovery, the HOA re  
filed the Renewed Motion for Summary Judgment.

On September 8, 2021, the Renewed Motion for Summary judgment came up for  
hearing. The Court considered the pleadings, exhibits, including orders from case A-13-

1 683467-C and Appeal No. 76683 (the "Prior Litigation"), as well as argument from counsel.  
2 In light of the Prior Litigation, the Court takes judicial notice of facts and law from the Prior  
3 Litigation. See NRS 47.130 (judicial notice may be taken of facts); NRS 47.140 (judicial  
4 notice may be taken of the Nevada Revised Statutes); NRS 47.150(2) (the court "shall  
5 take judicial notice if requested by a party and supplied with the necessary information").  
6 *Andolino v. State*, 99 Nev. 346, 351, 662 P.2d 631, 633 (1983) (mandatory judicial notice  
7 appropriate where necessary information related to prior decision and order made part of  
8 record). See also, *Mack v. Estate of Mack*, 125 Nev. 80, 91-92, 206 P.3d 98, 106 (2009)  
9 (providing the court may take judicial notice of facts in a different case when the moving  
10 party establishes a valid reason for doing so.) See also, *United States v. Wilson*, 631 F.2d  
11 118, 119 (9th Cir. 1980) (explaining that "a court may take judicial notice of its own records  
12 in other cases"). This matter was set for an arbitration to take place on September 15,  
13 2021. However, the HOA timely filed the Renewed Motion for Summary Judgment on July  
14 22, 2021. See NAR 4(E) (dispositive motions may be filed no later than 45 days prior to  
15 the arbitration). The Court finds and rules as follows:

16 **FINDINGS OF FACT**

- 17 1. River Glider Avenue Trust purchased the Property at the valid nonjudicial  
18 foreclosure sale for \$5,500.00 on May 11, 2012.
- 19 2. Before the nonjudicial foreclosure sale, the prior owner of the Property had  
20 satisfied the super-priority portion of the HOA's lien.
- 21 3. Thus, the nonjudicial foreclosure sale was valid and conveyed the Property to  
22 the Plaintiff *subject to* the existing deed of trust.
- 23 4. Plaintiff alleges that its manager, on either May 10, 2012, or May 11, 2012,  
24 called NAS to inquire regarding the status of the lien. Plaintiff admits it has no corroborating  
25 records of the alleged call.
- 26 5. NAS testified, that when a third-party calls NAS about a homeowner's  
27 account: "NAS informed such individuals or entities that NAS is prohibited by federal law  
28 from disclosing collection account details without receiving (1) written consent from the

1 debtor to communicate with the third-party, (2) express permission of a court of competent  
2 jurisdiction, or (3) unless reasonably necessary to effectuate a postjudgment judicial  
3 remedy.” (Declaration of Susan Moses.)

4 6. NAS produced its telephone log, which confirmed that NAS did not receive  
5 any phone calls, from anyone regarding this Property, on May 10, 2012, or May 11, 2012.

6 7. If any findings of fact are more properly considered conclusions of law, they  
7 should be so construed.

### 8 CONCLUSIONS OF LAW

9 1. “Summary judgment is appropriate under NRCP 56 when the pleadings,  
10 depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly  
11 before the court demonstrate that no genuine issue of material fact exists, and the moving  
12 party is entitled to judgment as a matter of law.” *Wood v. Safeway, Inc.*, 121 Nev. 724, 731,  
13 121 P.3d 1026, 1031 (2005). The party moving for summary judgment bears the initial  
14 burden of production to show the absence of a genuine issue of material fact. *Cuzze v.*  
15 *Univ. & Comm. College System of Nevada*, 172 P.3d 131, 134 (Nev. 2007). Where “the  
16 nonmoving party will bear the burden of persuasion at trial, the party moving for summary  
17 judgment may satisfy the burden of production by either (1) submitting evidence that  
18 negates an essential element of the nonmoving party’s claim, or (2) ‘pointing out . . . that  
19 there is an absence of evidence to support the nonmoving party’s case.” *Id.* (citations  
20 omitted).

21 To survive a motion for summary judgment, the non-moving party “may not rest  
22 upon the mere allegations or denials of [its] pleadings,” *Anderson v. Liberty Lobby, Inc.*,  
23 477 U.S. 242, 248 (1986), nor may it “simply show there is some metaphysical doubt as to  
24 the material facts.” *Matsushita Elec. Indus. Co.*, 475 U.S. at 586. Rather, it is the non-  
25 moving party’s burden to “come forward with specific facts showing that there is a **genuine**  
26 issue for trial.” *Id.* at 587 (emphasis added); *See also Wood v. Safeway, Inc.*, 121 Nev. 724  
27 (2005), *citing Pegasus v. Reno Newspapers, Inc.*, 118 Nev. 706, 713, 57 P.3d 82 (2002).

1 An issue is only genuine if there is a sufficient evidentiary basis for a reasonable jury  
2 to return a verdict for the non-moving party. See *Anderson*, 477 U.S. at 248 (1986).  
3 Further, a dispute will only preclude the entry of summary judgment if it could affect the  
4 outcome of the suit under governing law. *Id.* “The amount of evidence necessary to raise a  
5 genuine issue of material fact is enough to require a judge or jury to resolve the parties’  
6 differing versions of the truth at trial.” *Id.* at 249. In evaluating a summary judgment, a court  
7 views all facts and draws all inferences in a light most favorable to the non-moving party.  
8 *Wood v. Safeway, Inc.*, 121 Nev. 724, 729 (2005). If there are no genuine issues of fact,  
9 the movant’s burden is not evidentiary because the facts are not disputed, but the court has  
10 the obligation to resolve the legal dispute between the parties as a matter of law. *Gulf Ins.*  
11 *Co. v. First Bank*, 2009 WL 1953444 \*2 (E.D.Cal.2009) (citing *Asuncion v. Dist. Dir. of U.S.*  
12 *Immigration & Naturalization Serv.*, 427 F.2d 523, 524 (9th Cir.1970)).

13 Where claims are unsubstantiated, the Nevada Supreme Court has stated: “trial  
14 courts should not be reluctant in dispensing with such claims, as they are instructive of the  
15 type of litigation that summary judgment is meant to obviate.” *Boesiger v. Desert*  
16 *Appraisals, Ltd. Liab. Co.*, 444 P.3d 436, 440-41 (Nev. 2019).

17 2. Judicial Notice—as noted above, this court may take judicial notice of matters  
18 of fact that are generally known or that are “[c]apable of accurate and ready determination  
19 by resort to sources whose accuracy cannot reasonably be questioned’ when requested by  
20 a party. NRS 47.130; NRS 47.150. Records of other courts are sources whose accuracy  
21 cannot reasonably be questioned. *Occhiuto v. Occhiuto*, 97 Nev. 143, 145, 625 P.2d 568,  
22 569 (1981). A court may take judicial notice of records from other cases if there is a close  
23 relationship between the cases, and issues within the case justify taking judicial notice of  
24 the prior case. *Id.*

25 The Court finds the District Court’s Order and the Nevada Supreme Court’s Order of  
26 Affirmance, from the Prior Litigation, are closely related to this case in that the Prior  
27 Litigation involves the same Property, the same nonjudicial foreclosure sale, and made  
28 express findings regarding issues raised in this lawsuit, and therefore takes judicial notice

1 of the facts and law from the Prior Litigation.

2 **MISREPRESENTATION**

3 3. To prevail on a misrepresentation claim, Plaintiff must establish the following  
4 elements: (1) defendant supplied information while in the course of its business; (2) the  
5 information was false; (3) the information was supplied for the guidance of the plaintiff in its  
6 business transactions; (4) defendant must have failed to exercise reasonable care or  
7 competence in obtaining or communicating the information; (5) plaintiff must have justifiably  
8 relied upon the information by taking action or refraining from it; and (6) plaintiff sustained  
9 damage as a result of his reliance upon the accuracy of the information. *Barmettler v. Reno*  
10 *Air, Inc.*, 114 Nev. 441, 449, 956 P.2d 1382, 1387 (1998).

11 4. Here, the alleged misrepresentation was by omission. Plaintiff alleged he  
12 called NAS prior to the nonjudicial foreclosure sale, but that NAS did not respond.

13 5. However, in addition to the absence of competent evidence which would  
14 establish an actual phone call, on the alleged *estimated* dates of the alleged phone call,  
15 May 10 or May 11, 2012, NRS 116 did not require any extra-statutory disclosures beyond  
16 the publicly recorded nonjudicial foreclosure notices. See *Noonan v. Bayview Loan*  
17 *Servicing, LLC*, 438 P.3d 335 (Nev. 2019) (unpublished) (affirming summary judgment  
18 because there was no “affirmative false statement nor omitted a material fact it was bound  
19 to disclose.” See also *Saticoy Bay v. Genevieve Court Homeowners Ass’n*, No. 80135,  
20 2020 Nev. Unpub. LEXIS 1000, at \*1 (Oct. 16, 2020) (no duty to disclose); see also,  
21 *Saticoy Bay v. Silverstone Ranch Cmty. Ass’n*, No. 80039, 2020 Nev. Unpub. LEXIS 993,  
22 at \*1 (Oct. 16, 2020) (no duty to disclose, and NRS 113 does not apply to create such a  
23 disclosure); see also, *Saticoy Bay Llc Series 10007 Liberty View v. S. Terrace*  
24 *Homeowners Ass’n*, 484 P.3d 276 (Nev. 2021) (same, issued April 16, 2021); see also, *Bay*  
25 *v. Tripoly*, 482 P.3d 699 (Nev. 2021) (same, issued March 26, 2021); see also, *Saticoy Bay*  
26 *Llc Series 3237 v. Aliante Master Ass’n*, 480 P.3d 836 (Nev. 2021) (same, issued February  
27 16, 2021); see also, *Saticoy Bay v. Sunrise Ridge Master Homeowners Association*, 478  
28 P.3d 870 (Nev. 2021) (same, issued January 15, 2021).

1 5. Therefore, because there was no duty to respond to a phone call in 2012,  
2 whether or not the alleged phone call happened is immaterial and cannot be a basis for a  
3 misrepresentation claim. See *Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026,  
4 1030 (2005) (only material fact disputes will preclude summary judgment).

5 **VIOLATION OF GOOD FAITH UNDER NRS 116.1113**

6 8. NRS 116.1113 states: “Every contract or duty governed by this chapter  
7 imposes an obligation of good faith in its performance or enforcement.”

8 9. An HOA’s duties are proscribed by NRS 116.

9 10. It is undisputed that there was no defect in the HOA’s (or NAS’s) compliance  
10 with NRS 116 regarding the nonjudicial foreclosure process. See *generally*, Prior Litigation.

11 11. Additionally, nothing in NRS 116.1113, in effect in May of 2012 imposed a  
12 duty to disclose any preforeclosure payments. See Misrepresentation discussion, *supra*.  
13 Compare, NRS 116.31162(1)(b)(3)(11) (2017) (requiring an HOA to disclose if tender of the  
14 superpriority portion of the lien) with NRS 116.31162 (2005) (no disclosure requirement).

15 12. Neither the HOA nor NAS was required to disclose the existence of a pre-sale  
16 payment. See NRS 116 (2005).

17 13. In the absence of a duty to disclose, there is no breach of a duty. See *Bay v.*  
18 *Tripoly*, 482 P.3d 699 (Nev. 2021) (unpublished) (affirming dismissal of breach of duty of  
19 good faith claim).

20 14. Therefore, the claim fails.

21 15. If any conclusions of law are more properly considered findings of fact, they  
22 should be so construed.

23 **ORDER**

24 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** the claims for civil  
25 conspiracy and violation of NRS 113 were **DISMISSED**, with prejudice, on December 14,  
26 2020. With respect to the claims for misrepresentation and breach of duty of good faith,

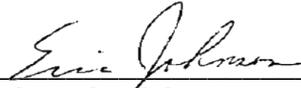
27 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the HOA’s Renewed  
28 Motion for Summary Judgment is **GRANTED**, in favor of the HOA;

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

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that NAS's Joinder is  
**GRANTED**, in favor of NAS.

**IT IS SO ORDERED.**

Dated \_\_\_\_\_ 2021, Dated this 21st day of September, 2021

  
\_\_\_\_\_  
DISTRICT COURT JUDGE

**F4B 0B7 8AAB 2238**  
**Eric Johnson**  
**District Court Judge**

Submitted by:

LIPSON NEILSON, P.C.

*/s/ Peter E. Dunkley*

By: \_\_\_\_\_

KALEB D. ANDERSON, ESQ.  
Nevada Bar No. 7582  
PETER E. DUNKLEY, ESQ.  
Nevada Bar No. 11110  
9900 Covington Cross Drive, Ste. 120  
Las Vegas, Nevada 89144  
(702) 382-1500 phone  
(702) 382-1512 fax  
[kanderson@lipsonneilson.com](mailto:kanderson@lipsonneilson.com)  
[pdunkley@lipsonneilson.com](mailto:pdunkley@lipsonneilson.com)  
*Attorneys for Harbor Cove HOA*

## Renee Rittenhouse

---

**From:** Brandon Wood <brandon@nas-inc.com>  
**Sent:** Friday, September 17, 2021 1:07 PM  
**To:** Renee Rittenhouse; 'Chris Benner'  
**Cc:** Peter Dunkley  
**Subject:** RE: harbor cover Proposed Order

No objections. You may use my electronic signature.

Best,

## Brandon E. Wood, Esq.

Nevada Association Services, Inc.  
6625 S. Valley View Blvd. Suite 300  
Las Vegas, NV 89118  
702-804-8885 Office  
702-804-8887 Fax

*Our office hours are Monday – Thursday 9-5, Friday 9-4:30 and closed for lunch from 12-1 daily. There is a drop-box available for payments in front of our office during normal business hours and lunch.*



PERSONAL AND CONFIDENTIAL: Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose. This message originates from Nevada Association Services, Inc. This message and any file(s) or attachment(s) transmitted with it are confidential, intended only for the named recipient, and may contain information that is a trade secret, proprietary, or is otherwise protected against unauthorized use or disclosure. Any disclosure, distribution, copying, or use of this information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. Personal messages express only the view of the sender and are not attributable to Nevada Association Services, Inc.

---

**From:** Renee Rittenhouse <RRittenhouse@lipsonneilson.com>  
**Sent:** Wednesday, September 15, 2021 2:03 PM  
**To:** Brandon Wood <brandon@nas-inc.com>; 'Chris Benner' <chris@croteaulaw.com>  
**Cc:** Peter Dunkley <PDunkley@lipsonneilson.com>  
**Subject:** RE: harbor cover Proposed Order

Good Afternoon:

Please see the Proposed Order on Harbor Cove's Renewed MSJ. Please let our office know if you have corrections, comments, or would like to request revisions. If you are fine with the Order as attached, please confirm in an e-mail in order for us to send to the Judge for signature and filing.

Thank you,

LAW OFFICES

# Lipson | Neilson

Attorneys and Counselors at Law

**Renee M. Rittenhouse**

**Legal Assistant to Janeen V. Isaacson, Esq.  
and Peter E. Dunkley, Esq.**

**Lipson Neilson**

**9900 Covington Cross Drive, Suite 120**

**Las Vegas, NV 89144**

**(702) 382-1500**

**(702) 382-1512 (fax)**

**E-Mail: [rrittenhouse@lipsonneilson.com](mailto:rrittenhouse@lipsonneilson.com)**

**Website: [www.lipsonneilson.com](http://www.lipsonneilson.com)**

**OFFICES IN NEVADA, MICHIGAN, ARIZONA & COLORADO**

---

**From:** Peter Dunkley <[PDunkley@lipsonneilson.com](mailto:PDunkley@lipsonneilson.com)>

**Sent:** Thursday, September 9, 2021 12:57 PM

**To:** Brandon Wood <[brandon@nas-inc.com](mailto:brandon@nas-inc.com)>; 'Chris Benner' <[chris@croteaulaw.com](mailto:chris@croteaulaw.com)>

**Cc:** Renee Rittenhouse <[RRittenhouse@lipsonneilson.com](mailto:RRittenhouse@lipsonneilson.com)>

**Subject:** harbor cover Proposed Order

Hello,

The court wanted something in MS Word for red-lining. Please let me know if you have corrections, comments, or would like to request revisions.

Thanks!

# Lipson | Neilson

Attorneys and Counselors at Law

Peter E. Dunkley, Esq.

1 E. Liberty Street, Suite 600

Reno, NV 89501

Telephone: (775) 420-1197

Fax: (702) 382-1512

E-Mail: [pdunkley@lipsonneilson.com](mailto:pdunkley@lipsonneilson.com)

Website: [www.lipsonneilson.com](http://www.lipsonneilson.com)

Offices in Nevada, Michigan, Arizona, and Colorado

\*\*\*\*\*

CONFIDENTIALITY DISCLOSURE: This message is confidential, intended only for the named recipient(s) and may contain information that is privileged, attorney work product or exempt from disclosure under applicable law. If you are not the intended recipient(s), you are notified that any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on the contents of this information is prohibited and may be unlawful. If you receive this message in error, or are not the named recipient(s), please notify the sender, delete this e-mail from your computer, and destroy any copies in any form immediately. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.

## Renee Rittenhouse

---

**From:** Chris Benner <chris@croteaulaw.com>  
**Sent:** Friday, September 17, 2021 12:53 PM  
**To:** Renee Rittenhouse; Brandon Wood  
**Cc:** Peter Dunkley  
**Subject:** RE: harbor cover Proposed Order

You may add my e-signature.

**Christopher L. Benner, Esq.**  
**Roger P. Croteau & Associates**  
**2810 Charleston Boulevard, No. H-75**  
**Las Vegas, NV 89102**  
**(702) 254-7775**  
[chris@croteaulaw.com](mailto:chris@croteaulaw.com)

The information contained in this email message is intended for the personal and confidential use of the intended recipient(s) only. This message may be an attorney/client communication and therefore privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that any review, use, dissemination, forwarding, or copying of this message is strictly prohibited. If you have received this message in error, please notify us immediately by reply email or telephone and delete the original message and any attachments from your system. Please note that nothing in the accompanying communication is intended to qualify as an "electronic signature."

---

**From:** Renee Rittenhouse <RRittenhouse@lipsonneilson.com>  
**Sent:** Wednesday, September 15, 2021 2:03 PM  
**To:** Brandon Wood <brandon@nas-inc.com>; Chris Benner <chris@croteaulaw.com>  
**Cc:** Peter Dunkley <PDunkley@lipsonneilson.com>  
**Subject:** RE: harbor cover Proposed Order

Good Afternoon:

Please see the Proposed Order on Harbor Cove's Renewed MSJ. Please let our office know if you have corrections, comments, or would like to request revisions. If you are fine with the Order as attached, please confirm in an e-mail in order for us to send to the Judge for signature and filing.

Thank you,



**Renee M. Rittenhouse**  
**Legal Assistant to Janeen V. Isaacson, Esq.**  
**and Peter E. Dunkley, Esq.**  
**Lipson Neilson**  
**9900 Covington Cross Drive, Suite 120**  
**Las Vegas, NV 89144**

**(702) 382-1500**  
**(702) 382-1512 (fax)**  
**E-Mail: [rrittenhouse@lipsonneilson.com](mailto:rrittenhouse@lipsonneilson.com)**  
**Website: [www.lipsonneilson.com](http://www.lipsonneilson.com)**  
**OFFICES IN NEVADA, MICHIGAN, ARIZONA & COLORADO**

---

**From:** Peter Dunkley <[PDunkley@lipsonneilson.com](mailto:PDunkley@lipsonneilson.com)>  
**Sent:** Thursday, September 9, 2021 12:57 PM  
**To:** Brandon Wood <[brandon@nas-inc.com](mailto:brandon@nas-inc.com)>; 'Chris Benner' <[chris@croteaulaw.com](mailto:chris@croteaulaw.com)>  
**Cc:** Renee Rittenhouse <[RRittenhouse@lipsonneilson.com](mailto:RRittenhouse@lipsonneilson.com)>  
**Subject:** harbor cover Proposed Order

Hello,

The court wanted something in MS Word for red-lining. Please let me know if you have corrections, comments, or would like to request revisions.

Thanks!



Peter E. Dunkley, Esq.  
1 E. Liberty Street, Suite 600  
Reno, NV 89501  
Telephone: (775) 420-1197  
Fax: (702) 382-1512  
E-Mail: [pdunkley@lipsonneilson.com](mailto:pdunkley@lipsonneilson.com)  
Website: [www.lipsonneilson.com](http://www.lipsonneilson.com)  
Offices in Nevada, Michigan, Arizona, and Colorado

\*\*\*\*\*  
CONFIDENTIALITY DISCLOSURE: This message is confidential, intended only for the named recipient(s) and may contain information that is privileged, attorney work product or exempt from disclosure under applicable law. If you are not the intended recipient(s), you are notified that any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on the contents of this information is prohibited and may be unlawful. If you receive this message in error, or are not the named recipient(s), please notify the sender, delete this e-mail from your computer, and destroy any copies in any form immediately. Receipt by anyone other than the named recipient(s) is not a waiver of any attorney-client, work product, or other applicable privilege.

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 River Glider Avenue Trust,  
7 Plaintiff(s)

CASE NO: A-20-819781-C

8 vs.

DEPT. NO. Department 20

9 Harbor Cover Homeowners  
10 Association, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

17 Service Date: 9/21/2021

18 Susana Nutt	snutt@lipsonneilson.com
19 Renee Rittenhouse	rrittenhouse@lipsonneilson.com
20 Peter Dunkley	pdunkley@lipsonneilson.com
21 Brandon Wood	brandon@nas-inc.com
22 Roger Croteau	croteaulaw@croteaulaw.com
23 Susan Moses	susanm@nas-inc.com
24 Croteau Admin	receptionist@croteaulaw.com
25 Sydney Ochoa	sochoa@lipsonneilson.com
26 Charlie Luh	arbitration@luhlaw.com
27 Christopher Benner	chris@croteaulaw.com

28

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

A-20-819781-C River Glider Avenue Trust, Plaintiff(s)  
vs.  
Harbor Cover Homeowners Association, Defendant(s)

December 15, 2020 08:30 AM Nevada Association Services, Inc.'s Joinder to Defendant harbor Cove Homeowners Associations Motion to Dismiss or in the Alternative Motion....Harbor Cove Homeowners Association's Motion to Dismiss or in the Alternative for Summary Judgment...

HEARD BY: Johnson, Eric COURTROOM: RJC Courtroom 12A

COURT CLERK: Hurtado, Ro'Shell

RECORDER: Calvillo, Angie

REPORTER:

PARTIES PRESENT:

Peter E Dunkley Attorney for Defendant

Roger P Croteau, ESQ Attorney for Plaintiff

**JOURNAL ENTRIES**

Roger Croteau, Esq. and Peter Dunkley, Esq. present via Bluejeans video conference.

Nevada Association Services, Inc.'s Joinder to Defendant harbor Cove Homeowners Associations Motion to Dismiss or in the Alternative Motion....Harbor Cove Homeowners Association's Motion to Dismiss or in the Alternative for Summary Judgment...

Arguments by counsel. Following arguments, COURT STATED ITS FINDINGS, ORDERED, Nevada Association Services, Inc.'s Joinder to Defendant harbor Cove Homeowners Associations Motion to Dismiss or in the Alternative Motion DENIED; Harbor Cove Homeowners Association's Motion to Dismiss or in the Alternative for Summary Judgment DENIED.



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE  
**NOTICE OF DEFICIENCY**  
ON APPEAL TO NEVADA SUPREME COURT

**ROGER P. CROTEAU, ESQ.**  
**2810 W. CHARLESTON BLVD., STE. 75**  
**LAS VEGAS, NV 89102**

**DATE: October 22, 2021**  
**CASE: A-20-819781-C**

**RE CASE:** RIVER GLIDER AVENUE TRUST vs. HARBOR COVE HOMEOWNERS ASSOCIATION; NEVADA ASSOCIATION SERVICES, INC.

NOTICE OF APPEAL FILED: October 20, 2021

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

- \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)\*\*
  - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- \$24 – District Court Filing Fee (Make Check Payable to the District Court)\*\*
- \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)\*\*
  - NRAP 7: Bond For Costs On Appeal in Civil Cases
  - *Previously paid Bonds are not transferable between appeals without an order of the District Court.*
- Case Appeal Statement
  - NRAP 3 (a)(1), Form 2
- Order
- Notice of Entry of Order

---

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

*Please refer to Rule 3 for an explanation of any possible deficiencies.*

---

*\*\*Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

# Certification of Copy

State of Nevada }  
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; [PROPOSED] ORDER ON HARBOR COVER HOMEOWNERS ASSOCIATION'S RENEWED, MOTION FOR SUMMARY JUDGMENT; NOTICE OF ENTRY OF ORDER; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

RIVER GLIDER AVENUE TRUST,

Plaintiff(s),

vs.

HARBOR COVE HOMEOWNERS  
ASSOCIATION; NEVADA ASSOCIATION  
SERVICES, INC.,

Defendant(s),

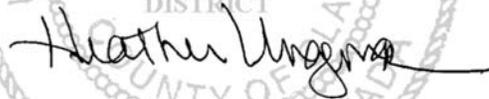
Case No: A-20-819781-C

Dept No: XX

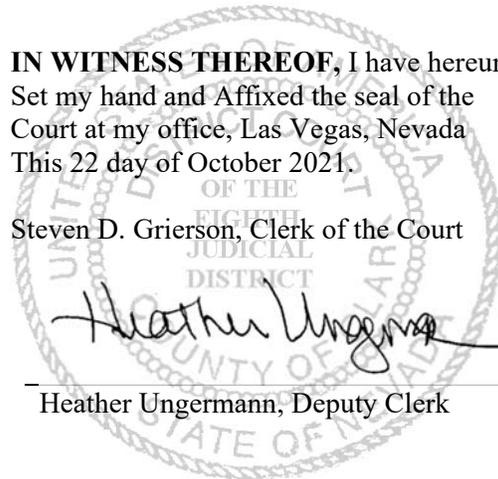
now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 22 day of October 2021.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk





**EIGHTH JUDICIAL DISTRICT COURT  
CLERK OF THE COURT**

REGIONAL JUSTICE CENTER  
200 LEWIS AVENUE, 3<sup>rd</sup> FL.  
LAS VEGAS, NEVADA 89155-1160  
(702) 671-4554

Steven D. Grierson  
Clerk of the Court

Anntoinette Naumec-Miller  
Court Division Administrator

---

October 22, 2021

Elizabeth A. Brown  
Clerk of the Court  
201 South Carson Street, Suite 201  
Carson City, Nevada 89701-4702

RE: RIVER GLIDER AVENUE TRUST vs. HARBOR COVE HOMEOWNERS ASSOCIATION;  
NEVADA ASSOCIATION SERVICES, INC.  
D.C. CASE: A-20-819781-C

Dear Ms. Brown:

Please find enclosed a Notice of Appeal packet, filed October 22, 2021. Due to extenuating circumstances minutes from the date(s) listed below have not been included:

September 8, 2021

We do not currently have a time frame for when these minutes will be available.

If you have any questions regarding this matter, please contact me at (702) 671-0512.

Sincerely,  
STEVEN D. GRIERSON, CLERK OF THE COURT

/s/ HEATHER UNGERMANN  
Heather Ungermann, Deputy Clerk