

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 JOANNA KISHNER,
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.

Supreme Court Case No. 20-81343-3
Electronically Filed
Jan 28 2022 05:28 p.m.
Dist. Ct. Case No.: A-20-81343-3
Elizabeth A. Brown
Clerk of Supreme Court

**EMERGENCY MOTION UNDER
NRAP 27(e)**

**FOR STAY OF ORDER DENYING
INJUNCTIVE RELIEF RELATED
TO RESIDENTIAL
FORECLOSURE SALE SET FOR
FEBRUARY 1, 2022**

**RELIEF REQUESTED BY
JANUARY 31, 2022**

ORIGINAL PETITION

From the Eighth Judicial District Court, Clark County
The Honorable Joanna Kishner, District Judge

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
Email: jag@mgalaw.com
djb@mgalaw.com

Attorneys for Petitioners

COMES NOW Petitioners Spanish Heights Acquisition Company (“SHAC”) and SJC Ventures Holding Company, LLC, d/b/a/ SJC Ventures, LLC, (“SJC Ventures”), requesting for a stay maintaining the status quo and enjoining the foreclosure of the subject Property, pending a decision on Petitioners’ petition for writ of mandamus or prohibition. The foreclosure sale is set for **February 1, 2022**.

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

This case involves a residential home at risk of foreclosure as a result of the district court denying Petitioners’ motion for an injunction preventing foreclosure due to the violation of NRS 107.0805.

The hearing on the injunctive relief took place on January 28, 2022. As of the time of this emergency motion, no written order has been filed. However, relief is being sought at this time because the foreclosure sale is set for February 1, 2022.

The foreclosure action at issue violates NRS 107.0805. That statute requires the beneficiary of the trustee to issue a Notice of Breach in addition to a written statement containing the following:

(I) That 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 or payment, as of the date of the statement;

(II) The amount in default;

(III) The principal amount of the obligation or debt secured by the deed of trust;

(IV) The amount of accrued interest and late charges;

(V) A good faith estimate of all fees imposed in connection with the exercise of the power of sale; and

(VI) Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (4).

NRS 107.0805(1)(b)(3) (emphasis added). Injunctive relief was sought in this case by the property owner Spanish Heights Acquisition Company, LLC (“SHAC”) because the foreclosing entity, 5148 Spanish Heights, LLC, failed to include a good faith estimate of the fees imposed in connection with the exercise of the power of sale. Instead, 5148 Spanish Heights, LLC included in its written statement all of the fees and costs that it incurred in the underlying matter, and all of the fees and costs it incurred in SHAC’s bankruptcy matter, neither of which have anything to do with actually exercising power of the sale. This resulted in a massively inflated payoff demand, with fees and costs alone exceeding \$900,000. This in turn created an unreasonable obstacle to the Petitioners’ ability to redeem the Property prior to the foreclosure sale, which is why injunctive relief was sought.

On January 28, 2022, the district court denied Petitioners’ request for injunctive relief. Part of the reasoning for that denial was a finding that even though the Property at issue is undisputedly a residentially-zoned property and is used as a single-family residence, because the Property was listed as collateral for underlying commercial agreements, and because Mr. Bloom is not personally listed as the owner of record (but rather his company SHAC is listed as the owner of record), that means that any foreclosure sale would not be a residential foreclosure sale.

The district court also determined that this dispute was a monetary dispute, not one appropriate for injunctive relief. Petitioners ask this Court to stay the district court's order denying injunctive relief regarding the foreclosure of the Property.

II. FACTUAL SUMMARY

SHAC owns the property pursuant to a recorded deed. **Exhibit 1.** Jay Bloom, manager of SJC Ventures (lawful leasee of the Property), uses the Property as his primary residence where he lives with his family, including his elderly (octogenarian) in-laws and three rescue dogs. **Exhibit 2** at PA0275.

Defendants CBC Partners I, LLC and 5148 Spanish Heights, LLC ("Defendants") claim to hold an interest in the Property through a contested third-position Deed of Trust. Whether Defendants hold a valid interest in the Property was a disputed matter, which led to the underlying litigation. Ultimately, the parties reached a settlement in November 2021. The terms of that settlement were placed on the record on November 15, 2021. **Exhibit 3.**

As part of that settlement, the parties agreed that in the event the settlement payments were not made by the Petitioners, then 5148 Spanish Heights, LLC would have the ability to initiate foreclosure proceedings on the Property. Ex. 3 at p. 20.

Petitioners were unable to make a scheduled payment on January 5, 2022, which resulted in a default of the settlement agreement. Ex. 2.

As a result, on January 11, 2022, Defendants recorded a Notice of Trustee's

Sale, setting the sale for February 1, 2022. **Exhibit 4.** Also in January 2022, Defendants issued a written statement to SHAC purporting to be a breakdown of all of the principal, interest, late fees, and attorneys' fees and costs owed that SHAC would have to pay in order to redeem the Property prior to the foreclosure sale. **Exhibit 5.** That written statement violated NRS 107.0805(1)(b)(3), notably because Defendants are attempting to include over \$900,000 in fees and costs in that demand, even though the statute only allows them to include a good faith estimate of the fees imposed in connection with the exercise of the power of sale.

As such, on January 19, 2022, Petitioners filed a motion for TRO and preliminary injunction on an order shortening time, seeking to enjoin the foreclosure sale from occurring until a proper written statement payoff demand could be issued pursuant to NRS 107.0805(1)(b)(3).

That motion was fully briefed, and a hearing was held on January 28, 2022, wherein the district court denied the injunctive relief requested, ruling that there is no likelihood of prevailing on the merits, and no irreparable harm.

Petitioners are concurrently filing a writ petition with respect to the district court's denial of the injunctive relief. Pending the outcome of that writ, this Court should stay these proceedings and execution of the foreclosure sale set for February 1, 2022, as there is a substantial likelihood that SHAC will lose interest in its Property on February 1, 2022 unless this stay is granted.

Because the district court just heard the motion for injunctive relief on January 28, 2022, no formal order has been filed, and as such, no motion for stay of that order has been filed with the district court.

III. LEGAL STANDARD

NRAP 8(a)(1) provides: A party must ordinarily move first in the district court for the following relief:

(A) a stay of the judgment or order of, or proceedings in, a district court pending appeal or resolution of a petition to the Supreme Court or Court of Appeals for an extraordinary writ;

In deciding whether to issue a stay, this Court considers the following factors:

1) Whether the object of the appeal or writ petition will be defeated if the stay is denied; 2) Whether appellant/petitioner will suffer irreparable or serious injury if the stay is denied; 3) Whether respondent/real party in interest will suffer irreparable or serious injury if the stay is granted; and 4) Whether appellant/petitioner is likely to prevail on the merits in the appeal or writ petition. NRAP 8(c); *Fritz Hansen A/A v. Eighth Judicial Dist. Ct.* 116 Nev. 650, 6 P.3d 982 (2000).

IV. LEGAL ARGUMENT

A. OBJECT OF THE WRIT WILL BE DEFEATED IF STAY IS DENIED

The loss of a family residence is at stake. It is highly likely that Defendants will sell the Property to a third-party purchaser on February 1, 2022. If title to the Property is transferred, then the object of the appeal — determining whether there

has been a violation of NRS 107.0805 which would preclude the sale from moving forward because it substantially impedes the Petitioner's right to redeem the Property prior to the sale – would be defeated.

As such, a stay of denial of the injunctive relief and the foreclosure sale is requested pending this Court's decision on Petitioners' writ petition.

B. PETITIONERS WILL SUFFER IRREPARABLE OR SERIOUS HARM IF THE STAY IS NOT GRANTED

Although irreparable or serious harm remains part of the stay analysis, this factor will not generally play a significant role in the decision whether to issue a stay. *See, Mikohn Gaming Corp. v. McCrea*, 120 Nev. 248, 253 (2004). The Nevada Supreme Court has held that “[g]enerally harm is 'irreparable' if it cannot adequately be remedied by compensatory damages.” *Hamm v. Arrowcreek Homeowners' Assn*, 124 Nev. 290, 297, 183 P.3d 895, 901 (2008) (citing *Univ. Sys. v. Nevadans for Sound Gov't*, 120 Nev. 712, 721, 100P.3d 179, 187 (2004)).

In Nevada, real property implicates a broad range of potential rights, including “all rights inherent in ownership”, the “right to possess, use and enjoy the property,” and security in and title to the property. *Hamm*, 124 Nev. at 298; *McCarran Intl Airport v. Sisolak*, 122 Nev 645, 658, 137 P.3d 1110, 1119 (2006). Thus, real property and its attributes are considered unique and the loss thereof results in irreparable harm. *Dixon v. Thatcher*, 103 Nev. 414, 416, 742 P.2d 1029, 1030

(1987), *see also Nevada Escrow Service, Inc. v. Crockett*, 91 Nev. 201, 533 P.2d 471 (1975) (Denial of injunction to stop foreclosure reversed because legal remedy inadequate); Any conduct impeding the marketability and transferability of property free from defects in title is an affront to Nevada public policy.

Petitioners will suffer immediate irreparable harm, and not merely threatened, as Defendants intend to sell the Property on February 1, 2022. Accordingly, a stay pending appeal is particularly appropriate where the harm that will be inflicted on Petitioners in the absence of such relief is effectively irreversible. In order to preserve the status quo and prevent irreparable harm, this Court should issue a stay pending appeal to enjoin Defendants from selling the Property.

C. THERE IS NO HARM TO DEFENDANTS IF A STAY IS IMPLEMENTED

Defendants will suffer no prejudice by the issuance of a stay. The status quo will remain until this Court determines the merits of Petitioners' writ petition.

D. PETITIONERS ARE LIKELY TO PREVAIL ON THE MERITS

Petitioners are likely to succeed in arguing that the district court erred in denying the injunctive relief. Defendants have already conceded, through their January 2021 Notice of Default, that this is a residential foreclosure sale being conducted pursuant to NRS 107. *See Exhibit 6*, Notice of Default, stating that "the beneficiary and/or mortgage servicer of the deed of trust has caused a trustee to exercise the power of sale pursuant to NRS 107.080."

Nevertheless, Defendants took the position at the injunction hearing on January 28, 2022 that NRS 107 “does not apply” because the Property was used as collateral for commercial transactions that took place between the prior owner Kenneth Antos and CBC Partners I, LLC. Additionally, the district court noted that because the Property is not in Jay Bloom’s name, but is rather in the name of SHAC, that is another factor signaling that this is a commercial sale, not a residential sale.

To the contrary, pursuant to NRS 107.015, “residential foreclosure” means the “sale of a single-family residence under a power of sale granted by NRS 107.0805.” The Property is a single-family residence, being used by a family as their primary place of residence. Ex. 2.

Because NRS 107 applies, NRS 107.0805 also applies, which requires a written statement of a “good faith estimate of all fees imposed in connection with the exercise of the power of sale.” Accordingly, Defendants are not allowed to include fees and costs incurred in legal actions which are not judicial foreclosure actions (such as this instant action), nor are they permitted to include fees and costs incurred in any involvement in the Property owner’s bankruptcy case, as that has nothing to do with conducting a foreclosure sale. Nevertheless, Defendants’ payoff demand is broken down as follows:

| | |
|------------------|----------------|
| Principal | \$2,935,001.14 |
| Accrued Interest | \$1,315,105.24 |

| | |
|--------------------------------|----------------|
| Advances | \$1,326,744.55 |
| Interest Owed | \$1,038,910.12 |
| Attorney's Fees (foreclosure) | \$42,572.50 |
| Costs (foreclosure) | \$12,305.07 |
| Attorney's Fees (state) | \$624,479.00 |
| Costs (state) | \$28,696.06 |
| Attorney's Fees (BK) | \$174,790.50 |
| Costs (BK) | \$20,898.15 |
| Total Owed | \$7,519,502.33 |

See Ex. 5. As such, Defendants are representing that the fees and costs just to conduct the foreclosure sale are \$54,877.57. There is no justification for this, especially when Defendants have already represented in their prior Notice of Default from 2021 that the “good faith estimate” of all the fees imposed in connection with the exercise of the power of sale is “between \$9,000.00 and \$25,000.00.” Ex. 6.

More concerning is the Defendants’ attempt to tack on all of their other fees and costs (incurred from this underlying action and the SHAC Bankruptcy action) onto the foreclosure payoff demand. The statute is clear, only those fees incurred in connection with exercising the power of sale can be assessed. NRS 107.0805.

Petitioners also lodged concerns about the interest calculation, as the plain language on Defendants’ own January 2021 Notice of Default states that the total interest has already accumulated in the amount of \$1,315,105.24 as of January 4, 2021 date of Notice. Ex. 6. Calculating the additional interest at the rate of

\$1,608.22 per day would result in an additional \$628,814.02 in interest accrued from January 4, 2021 through January 31, 2022, for a total in interest of \$1,943,919.26. However, the written statement payoff demand claims that the total interest is \$2,352,015.36. Ex. 5. Petitioners contend that this discrepancy warrants enjoining the foreclosure sale and conducting an evidentiary hearing to determine the actual amount of accrued interest.

Plaintiffs have an interest in redeeming the Property prior to the foreclosure sale, but their ability to do so is being obstructed by the inflated numbers set forth in Defendants' payoff demand. Accordingly, stay of the foreclosure sale and the order denying injunctive relief is being requested.

V. CONCLUSION

Petitioners respectfully request that the Court stay the execution of the order failing to grant injunctive relief regarding foreclosure of the Property, pending the outcome of the writ petition concurrently being filed herein.

DATED this 28th day of January 2022.

Respectfully submitted,

MAIER GUTIERREZ & ASSOCIATES

/s/ Joseph A. Gutierrez

JOSEPH A. GUTIERREZ, ESQ.

Nevada Bar No. 9046

DANIELLE J. BARRAZA, ESQ.

Nevada Bar No. 13822

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Attorneys for Petitioners

NRAP 27(e) Certificate

The undersigned counsel of record certifies that the following:

1. Contact Information of Counsel for Real Parties in Interest:

Michael R. Mushkin, Esq.; L. Joe Coppedge, Esq.
MUSHKIN & COPPEDGE
6070 South Eastern Avenue, Suite 270, Las Vegas, Nevada 89119
Phone Number: 702.454.3333
Email: Michael@mccnvlaw.com; jcoppedge@mccnvlaw.com

Candace C. Carlyon, Esq.
Tracy M. O'Steen, Esq.
CAROLYN CICA CHTD.
265 E. Warm Springs Road, Suite 107
Las Vegas, Nevada 89119
Tel: 702.685.4444
Email: CCarlyon@CarlyonCica.com
TOSteen@CarlyonCica.com

2. This petition is being filed on an emergency basis because a foreclosure sale of the Property at issue has been set for February 1, 2022. The completion of that sale will defeat the purpose of Petitioners' pending writ petition.

3. Upon the filing of this petition, my office is emailing counsel for real parties in interest the entire emergency motion.

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4. Petitioners will not have sufficient time to file a motion to stay the district court's order denying injunctive relief. The hearing on the motion for injunctive relief was held on January 28, 2022, and as of the time of this writing, no proposed order on the district court's decision has been submitted from Defendants' counsel to undersigned counsel, let alone filed with the district court.

DATED this 28th day of January 2022

Respectfully submitted,

MAIER GUTIERREZ & ASSOCIATES

/s/ Joseph A. Gutierrez

JOSEPH A. GUTIERREZ, ESQ. (9046)
DANIELLE J. BARRAZA, ESQ. (13822)
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Attorneys for Petitioners

CERTIFICATE OF SERVICE

Pursuant to NRAP 21(a) and 25(c), I certify that I am an employee of MAIER GUTIERREZ & ASSOCIATES, and that on January 28th, 2022, **EMERGENCY MOTION UNDER NRAP 27(e) FOR STAY OF ORDER ON INJUNCTIVE RELIEF RELATED TO FORECLOSURE OF THE RESIDENTIAL PROPERTY AT ISSUE** was served via electronic means by operation of the court's electronic filing system:

Michael R. Mushkin, Esq.
MUSHKIN & COPPEDGE
6070 South Eastern Avenue, Suite 270
Las Vegas, Nevada 89119
Tel: 702.454.3333
Email: Michael@mccnvlaw.com
Attorney for Real Parties in Interest

Candace C. Carlyon, Esq.
Tracy M. O'Steen, Esq.
CAROLYN CICA CHTD.
265 E. Warm Springs Road, Suite 107
Las Vegas, Nevada 89119
Tel: 702.685.4444
Email: CCarlyon@CarlyonCica.com
TOSteen@CarlyonCica.com
Attorneys for Larry L. Bertsch, Receiver

/s/ Brandon Lopipero

An Employee of MAIER GUTIERREZ & ASSOCIATES

EXHIBIT 1

EXHIBIT 1

Inst #: 20171103-0002240

Fees: \$40.00

RPTT: \$0.00 Ex #: 009

11/03/2017 04:12:56 PM

Receipt #: 3240505

Requestor:

LEGAL WINGS

Recorded By: ANI Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

APN# 163-29-615-007

11-digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx>

Deed of Sale

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording Requested By:

Maier Gutierrez & Associates

Return Documents To:

Name Joseph A. Gutierrez, Esq., Maier Gutierrez Ayon

Address 8816 Spanish Ridge Avenue

City/State/Zip Las Vegas, Nevada 89148

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.

OR Form 108 ~ 06/06/2007

Coversheet.pdf

APN: 163-29-615-007

Return document and mail tax statements to:

SPANISH HEIGHTS ACQUISITION COMPANY, LLC
5148 Spanish Heights Dr.
Las Vegas NV 89148

DEED OF SALE

THIS INDENTURE WITNESSETH: That first party

ANTOS, KENNETH & SHEILA LIV TR, KENNETH M ANTOS SHEILA M. NEUMANN-ANTOS TRS

for valuable consideration, the receipt of which is hereby acknowledged, does hereby convey without warranty, express or implied, to:

SPANISH HEIGHTS ACQUISITION COMPANY, LLC

the real property situated in the County of Clark, State of Nevada, described as follows:

LOT SEVEN (7) IN BLOCK FIVE (5) OF SPANISH HILLS ESTATES UNIT 5A, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 107, OF PLATS, PAGE 58, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

and commonly known as 5148 SPANISH HEIGHTS DR., LAS VEGAS NV 89148.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

Subject to:

1. Property taxes.
2. Conditions, covenants, restrictions, reservations, rights, rights of way, and easements now of record, if any.
3. Liens, deeds of trust, and other encumbrances now in force, if any.

Grantor: **ANTOS, KENNETH & SHEILA LIV TR**

By:


Kenneth Antos, Trustee

By:


Sheila Neuman-Antos, Trustee

STATE OF NEVADA)
COUNTY OF CLARK)

This instrument was executed before me on October 11, 2017, by (print name) Kenneth Antos
and Sheila Neuman-Antos

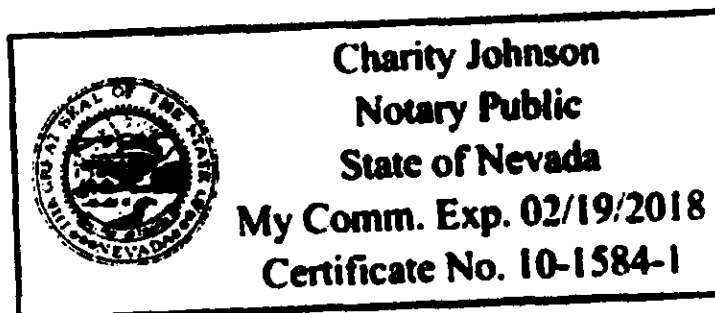

NOTARY PUBLIC

My Commission Expires:

2/19/18

My Certificate No.:

10-1584-1



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

a. 163-29-615-007

b.

c.

d.

2. Type of Property:

a. ☐ Vacant Land

b. ☒ Single Fam. Res.

c. ☐ Condo/Twnhse

d. ☐ 2-4 Plex

e. ☐ Apt. Bldg

f. ☐ Comm'l/Ind'l

g. ☐ Agricultural

h. ☐ Mobile Home

☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 0.00

b. Deed in Lieu of Foreclosure Only (value of property (_____)

c. Transfer Tax Value:

\$ 0.00

d. Real Property Transfer Tax Due

\$ 0.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section #9

b. Explain Reason for Exemption: A transfer, assignment or other conveyance of real property to a corporation or other business organization if the person conveying the property

5. Partial Interest: Percentage being transferred: 100 % owns 100% of the corporation or organization

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity: Grantor/Seller

Signature Sheila Heumann-Grantor

Capacity: Grantor/Seller

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Antos, Kenneth and Sheila LT

Address: 5148 Spanish Heights, Dr

City: Las Vegas

State: NV

Zip: 89148

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Spanish Heights Acq. Co, LLC

Address: 5148 Spanish Heights Dr

City: Las Vegas

State: NV

Zip: 89148

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)

Print Name: Maria Gutierrez & Associates

Escrow # _____

Address: 8010 Spanish Ridge Avenue

City: Las Vegas

State: NV

Zip: 89148

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 2

EXHIBIT 2

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DECLARATION OF JAY BLOOM

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

2. I am providing this declaration in my capacity as Manager on behalf of SJC Ventures, LLC, and as Manager of the entity owning the majority interest in Spanish Heights Acquisition Company, LLC, the plaintiffs in this matter.

3. I have reviewed the "PLAINTIFFS' APPLICATION FOR TEMPORARY RESTRAINING ORDER AND MOTION FOR PRELIMINARY INJUNCTION ON AN ORDER SHORTENING TIME" dated January 19, 2022 ("Motion") and the factual assertions in that Motion are true and accurate to the best of my knowledge.

4. I reside at the Property at issue with my wife, my son, his friend, my octogenarian mother-in-law, and three rescue dogs.

5. I understand and acknowledge that Plaintiffs defaulted on the Settlement Agreement at issue in this litigation by not timely making a payment by January 5, 2022, and as a result, Defendants are able to initiate foreclosure proceedings. However, Plaintiffs should also be permitted to redeem the Property, and they have been precluded from doing so as a result of Defendants failing to provide a true, accurate, valid and accounted-for payoff demand.

6. The payoff demand provided by Plaintiffs (Exhibit 2) has numerous deficiencies, including over \$410,000 in unexplained and demonstrably overstated interest accrued, and the calculations do not line up with Defendants' own prior Notice of Default from January 2021.

7. The payoff demand is also seeking in excess of \$900,000 in fees and costs for a foreclosure action, which Defendant refuses to substantiate by actual invoices and more importantly, appears to include fees and costs for work spent outside of noticing and conducting a rudimentary

1 non-judicial foreclosure sale.

2 8. Both Spanish Heights Acquisition Company, LLC and SJC Ventures, LLC will
3 undoubtedly be irreparably materially harmed if a TRO is not granted preventing Defendants from
4 foreclosing on the Property pending the adjudication of the accurate payoff demand amount and
5 opportunity to pay off the actual amount due. SHAC will be deprived of real property which is unique
6 and SJC will be deprived of its tenancy if this wrongful foreclosure is allowed to proceed on an
7 overstated demand, without the requisite opportunity to pay off the correct amount due, and my family
8 will be displaced and forced to find alternative housing.

9 9. Plaintiffs fully intend on redeeming the Property prior to the foreclosure sale, but they
10 can only do so after the Defendant's six-figure "over billing" in the payoff demand under threat of
11 non-judicial sale, are addressed and adjudicated by this Court through an evidentiary hearing.

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

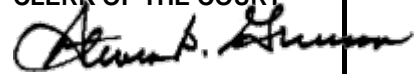
14 DATED this 19th day of January, 2022.



15
16 JAY BLOOM

EXHIBIT 3

EXHIBIT 3



TRAN

DISTRICT COURT
CLARK COUNTY, NEVADA
* * * * *

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

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

**TRANSCRIPT OF
PROCEEDINGS**

BEFORE THE HONORABLE JOANNA S. KISHNER, DISTRICT COURT JUDGE

MONDAY, NOVEMBER 15, 2021

IAN HUGHES' MOTION TO QUASH SUBPOENA

**MOTION TO QUASH TRIAL SUBPOENA AND FOR PROTECTIVE ORDER ON
ORDER SHORTENING TIME**

APPEARANCES:

FOR SJC VENTURES,
SPANISH HEIGHTS ACQUISITION,
AND JAY BLOOM:

JOSEPH A. GUTIERREZ, ESQ.

FOR DEFENDANTS AND
COUNTERCLAIMANTS:

MICHAEL R. MUSHKIN, ESQ.

RECORDED BY: FRANCESCA HAAK, COURT RECORDER
TRANSCRIBED BY: JD REPORTING, INC.

1 **LAS VEGAS, CLARK COUNTY, NEVADA, NOVEMBER 15, 2021, 2:50 P.M.**

2 * * * * *

3 THE COURT: Spanish Heights Acquisition versus CBC
4 Partners.

5 Is anybody -- I see Mr. Mushkin, and I see
6 Mr. Gutierrez. I also see that there is an Ian Hughes and a
7 Jay Bloom. Of course, this is a public courtroom. So I'm
8 going to ask the court recorder to go on the record, please.
9 And then I can give my intro blurb, please.

10 THE COURT RECORDER: We are on the record.

11 THE COURT: We're on the record. Okay. I appreciate
12 it. Thank you so very much.

13 Okay. We're on the record in Case Number 813439.
14 And just as a heads up, as you can see, you all are BlueJeans.
15 It looks like I've got a couple of people that I can see
16 audiovisually and a couple of people that I see names
17 underneath, but do not see themselves by picture.

18 This is a public courtroom regardless if people are
19 here present in court, which at present there's nobody present
20 here in court. But also it's a public courtroom.
21 Audiovisually, if people wish to get the BlueJeans link, they
22 are more than welcome to do so with caveats being that if
23 parties ask for certain things to be sealed and/or redacted.

24 If there is a confidential issue under Supreme Court
25 Rule 3, of course, the Court has to be made aware of that and

1 then would hear the reasoning for that. And then if I need to
2 ask anybody not to be a part, then I would address that only at
3 that time. But otherwise, as I said, everyone is welcome.
4 It's a public courtroom.

5 And at this juncture, it is a few moments before the
6 3:00 o'clock hour. You all know I always am on the bench
7 early, but is anyone waiting for anyone, or should we get
8 started in Case 813439, Spanish Heights Acquisition Company,
9 plaintiffs, versus CBC Partners and related counterclaims?

10 Because I didn't see counsel for the receivers.

11 Is counsel for the receiver going to be a part of
12 this? Do we know?

13 Let me go first to appearances first on behalf of SJC
14 Ventures, Spanish Heights Acquisition Company, LLC, in the --
15 and then a variety of different counterdefendants.

16 So, Mr. Gutierrez, do want to make your appearance,
17 please.

18 MR. GUTIERREZ: Yes, Your Honor. Good afternoon.
19 Joseph Gutierrez on behalf of Spanish Heights Acquisition
20 Company, LLC, and counterdefendants SJC Ventures, LLC, and Jay
21 Bloom in his individual capacity as a third-party defendant.

22 With me on the call as well is Mr. Bloom.

23 THE COURT: I'm sorry. I did not hear who you said
24 was also on the call with you.

25 MR. GUTIERREZ: Jay Bloom, third-party defendant,

1 he's also on the call.

2 THE COURT: Okay. Like I said. Everyone is welcome.
3 It's a public courtroom. Okay. Thank you.

4 Counsel on behalf of a variety of defendants and
5 counterclaimants, would you like to make your appearance,
6 please.

7 MR. MUSHKIN: Good afternoon, Your Honor. Mike
8 Mushkin, Bar Number 2421 on behalf of all defendants and
9 counterclaimants.

10 THE COURT: Okay. Wait. So you're, just so we're
11 clear, so all defendants, what we show is -- so let's make sure
12 we're clear because remember there was a little issue with how
13 our records show. Let me make sure we're on the same page.

14 So it was the Kenneth M. Antos --

15 MR. MUSHKIN: We do this every time.

16 THE COURT: I know because remember they had at one
17 point had you listed on behalf --

18 MR. MUSHKIN: I like it on both sides. That way I
19 can control the case.

20 UNIDENTIFIED SPEAKER: I changed that, Judge.

21 THE COURT: Okay. Okay. So, you're here on behalf
22 of all of defendants, and then you're also on behalf of
23 counterclaimants; correct, and then also third-party plaintiff,
24 5148 Spanish Heights, LLC; is that correct?

25 MR. MUSHKIN: That's correct, Your Honor.

1 THE COURT: Okay. Now, I saw that this does say Ian
2 Hughes has not appeared at other hearings but is listed as a
3 pro se.

4 So Mr. Hughes, is he still --

5 Well, I'm going to ask counsel. Mr. Mushkin, is he
6 still a part of this case?

7 MR. MUSHKIN: Your Honor, he was subpoenaed by
8 Mr. Gutierrez. And I believe he's here to make sure he is not
9 needed for trial on the 17th.

10 THE COURT: Okay. So let me go. Mr. Gutierrez, as I
11 recall, remember Mr. Hughes was here in the courtroom, and we
12 had the procedural issue. So, Mr. Gutierrez, should we address
13 that first? Do we need anything with regards to Mr. Hughes?

14 Go ahead, please.

15 MR. GUTIERREZ: (Video interference), Your Honor, I
16 e-mailed Mr. Hughes and told him that we withdrew the subpoena
17 and (video interference) appearance is no longer necessary. In
18 light of the settlement (video interference).

19 THE COURT: Okay. So is it correct then to state
20 that Mr. Hughes is more than welcome to stay listening in
21 because it's a public courtroom, if he wishes to do so, but he
22 has -- he is excused from any subpoena that would require his
23 attendance at a trial in Case Number 813439, or is it something
24 different?

25 Counsel, Mr. Gutierrez, please.

1 MR. GUTIERREZ: That's correct.

2 THE COURT: Okay. So, Mr. Hughes, you heard that;
3 right? It's a public courtroom. You're more than welcome to
4 listen in if you wish to, and if you have other things you need
5 to do, you're also welcome not to listen in.

6 Is there anything you need address, Mr. Hughes, or
7 should we just move forward?

8 MR. HUGHES: No, Your Honor. Thank you so much.
9 I'll leave the hearing now. Thank you for your time, Your
10 Honor.

11 THE COURT: Like I said, you're more than welcome to
12 say. It is a public courtroom.

13 Okay. It looks like some, one or two people also may
14 have additionally logged on. So let me restate what I said a
15 moment ago.

16 And that is, as we all know, it's a public courtroom
17 regardless of people are here in person. We have noted that
18 nobody is in person currently in this courtroom, but it's also
19 a public courtroom remotely. So people are more than welcome
20 to ask us for the BlueJeans link and are more than welcome to
21 listen into any hearing.

22 A couple of the ground rules, of course, with regards
23 to anyone who is not counsel or a party is, of course, they
24 have to keep themselves on mute --

25 When I say counsel or a party, that would in this

1 case also include a trustee -- I mean, a receiver and
2 receiver's counsel.

3 -- but does need to keep themselves on mute. And, of
4 course, everybody knows no one can record or take pictures or
5 anything during a hearing unless there's certain exceptions if
6 there had been a media request that had been signed. In this
7 case, there is no media request that has been signed. So
8 really we don't have those exceptions in this regard, but
9 everyone is, of course, welcome to listen in or audiovisually
10 or just audio, whatever they choose to do so.

11 So other than if we end up having a Supreme Court
12 Rule 3 issue on sealing and/or redacting or if there's some
13 confidentiality aspect that somebody asked the Court, after the
14 Court would hear any said request and any basis for said
15 request, then there may be an exception, but I don't know at
16 this juncture. So the Court takes no position on something
17 that has not yet been brought before me.

18 Without further ado, I'm going to go to counsel for
19 plaintiff/counterdefendants. Are you going to be speaking with
20 regards to this case, or is opposing counsel going to speak on
21 regards to this case?

22 And let's just make sure we're not waiting for
23 anybody else before we move forward. It is a few minutes after
24 the 3:00 o'clock hour.

25 So is anybody waiting for anybody that we should be

1 waiting -- hold off for?

2 MR. GUTIERREZ: No, there is not. Nobody elsewhere
3 waiting on. And I think at this stage Mr. Mushkin will read
4 the 14 points for the (indiscernible) points of the settlement
5 agreement.

6 THE COURT: Okay. And you all understand that this
7 is a public courtroom. So at this juncture, you know,
8 everything is available to anyone since...

9 Okay. So go ahead, Mr. Mushkin.

10 MR. MUSHKIN: Thank you, Your Honor. And we are
11 pleased to report to the Court that we have settled the matter.

12 THE COURT: Congratulations.

13 MR. MUSHKIN: Plaintiffs --

14 THE COURT: Go ahead, please.

15 MR. MUSHKIN: I'm sorry?

16 THE COURT: I said congratulations. Please feel free
17 to go ahead.

18 MR. MUSHKIN: Oh, thank you, Judge.

19 THE COURT: And you know everything is being
20 recorded.

21 MR. MUSHKIN: For whatever reason, the sun is just
22 right in my window, coming right in (indiscernible).

23 Plaintiff/counterdefendants third-party defendant SJC
24 Ventures, LLC, Spanish Heights Acquisition Company and Jay
25 Bloom, collectively referred to as plaintiffs, on the one

1 hand --

2 THE COURT: Wait.

3 MR. MUSHKIN: -- and defendant counterclaimant CBC I,
4 CBC Partners, 5148, Kenneth and Sheila Antos as trustees for
5 the Kenneth and Sheila Antos Living Trust, Kenneth and Sheila
6 Antos trust parties, Dacia, LLC, on the other hand are referred
7 to as defendants or 5148 parties.

8 THE COURT: Thank you. Mr. Mushkin, before you
9 continue --

10 MR. MUSHKIN: Your Honor --

11 THE COURT: Wait. Mr. Mushkin. Mr. Mushkin. Before
12 you continue, I just want to confirm, is nobody had requested
13 this Court that anything be sealed or treated as confidential.
14 So, but sometimes people do with regards to settlement terms.
15 I did not hear anybody say that. So this is just being
16 publicly recorded just like any other hearing, and, you know,
17 would be available. So I just want to make sure everyone
18 understood that just in case anyone did not hear me earlier,
19 like I said, it's really up to you that you --

20 MR. GUTIERREZ: And, Your Honor, on behalf of the
21 plaintiff/counterdefendant, we would prefer the terms kept
22 outside the public realm. We just would like to put on the
23 record that there is a settlement, and Mr. Bloom can confirm
24 the settlement, but we have agreed upon deal points that we can
25 submit for the Court. We'd much rather have that done (video

1 interference) off the record.

2 THE COURT: Okay. Well, the Court would have to do
3 an analysis --

4 MR. MUSHKIN: Your Honor.

5 THE COURT: -- under --

6 Well, first let me hear from Mr. Mushkin on behalf of
7 his clients, and then I'm going to have to address Supreme
8 Court Rule 3.

9 Go ahead, please, Mr. Mushkin.

10 MR. MUSHKIN: Your Honor, normally, I wouldn't have
11 an objection, but I don't think we can do so in this matter
12 because these are stated terms of claims that will then be
13 disclosed in the bankruptcy court as part of the claims under
14 the plan. So while normally I would agree with Mr. Gutierrez,
15 in this particular circumstance, these numbers are going to be
16 public as a matter of law in the federal court. No sense in
17 creating a burden (video interference). That would be my
18 point.

19 THE COURT: Okay.

20 MR. GUTIERREZ: If I could just address that, Your
21 Honor.

22 THE COURT: Sure.

23 MR. GUTIERREZ: There will be certain terms of
24 repayment in the bankruptcy, but there are other terms in here
25 that have no business being in the public record. And I'm

1 looking at the list of people that are on the hearing, I see a
2 David Ferrera (phonetic), who I understand to be a reporter.

3 And at this time my client just would rather have
4 these terms which have been agreed upon remain confidential.
5 And whatever is publicly filed in bankruptcy court can be
6 reported on then.

7 THE COURT: Okay. Remember, the Court has the
8 obligation under Supreme Court Rule 3, if any party, right, is
9 requesting something to either be sealed or redacted, which in
10 this case, since you are on, excuse me, audiovisually and it's
11 being recorded, it implicitly is what I'm hearing you say,
12 Mr. Gutierrez, is that you're requesting that part of today's
13 transcript either be sealed or recorded, or what --

14 Can you please give me the scope of your request and
15 then give me your bases for the request, particularly in light
16 of the fact that Mr. Mushkin said that these are going to be
17 disclosed terms in a public proceeding in a bankruptcy court
18 just so the Court has a full understanding because as you can
19 appreciate, I know many things about this case, but what you
20 all agreed upon, that I don't know yet.

21 Go ahead, please, sir.

22 MR. GUTIERREZ: There will be repayment terms as part
23 of the settlement agreement which will be included in the
24 bankruptcy plan as part of the final settlement.

25 THE COURT: Okay.

1 MR. GUTIERREZ: But there are other terms that have
2 been agreed upon that we believe should remain confidential
3 that won't be (video interference) disclosed in the bankruptcy
4 proceeding. And, you know, at this time we'd request those be
5 sealed or be submitted to the Court as part of the -- as part
6 of (video interference) settlement. We're memorializing the
7 terms of the final settlement. We've reached an agreement on
8 every deal point, but we'd much rather have these terms not
9 placed on the record.

10 My client can agree that he's read the deal points
11 and is agreeable to them, but placing them on public record is
12 not what we intend to do.

13 THE COURT: Okay. Well, let me walk through, you
14 know, with regards to Supreme Court Rule 3. The Court has to
15 balance, right, the public's interest in knowing, right, versus
16 does it meet one of the qualifications for it to be in this
17 case part of the transcript of today's hearing be sealed.

18 So is there -- while I appreciate your client's
19 position, I have to evaluate, right, from legal bases and the
20 factors to get considered under Supreme Court Rule 3.

21 So is there something more you wish to provide the
22 Court?

23 MR. GUTIERREZ: There are certain terms, Your Honor,
24 that my client (video interference) be kept confidential
25 (indiscernible) regarding (video interference) of the property

1 until the (video interference) is made under the agreement the
2 potential terms -- the entire agreement (video interference),
3 and there's been some other terms (video interference) in the
4 settlement agreement agreed upon that my client would not
5 rather not have (video interference) publicly.

6 And alternatively the Court can have us submit this
7 under seal (video interference) put on the record, especially
8 with somebody who is reporting this publicly. That would be
9 (video interference).

10 THE COURT: Okay. Well, let me get a quick point of
11 clarification. In this case, for this hearing, the Court did
12 not receive any media request.

13 Of course, the same thing is if you all were
14 appearing here in person in the courtroom. Anybody is welcome
15 as long as they are wearing a mask, right, and complying with
16 all the county protocols, all the administration protocols,
17 right, which is outside of this independent Court's purview.
18 As long as all of those are complied with, a person is more
19 than welcome to sit in any hearing with certain exceptions,
20 right.

21 In general, this wouldn't fall within one of those
22 exceptions, and we don't need to go into all this
23 (indiscernible) family court exceptions and other things like
24 that.

25 So if that's not the situation, right, then the Court

1 has to look at, and I appreciate sometimes are confidential
2 terms and sometimes people -- the attorneys and/or litigants,
3 if they're representing themselves determine what they wish to
4 place, quote, on the record for purposes of a resolution.
5 That's not a Court ordered or directed aspect of the
6 proceedings.

7 So I'm hearing what you're saying, Mr. Gutierrez, but
8 I'm not hearing a basis, right, with regards to the Court
9 needing, as it needs to do to balance the confidential nature.
10 Is there a way that you all could, A, do you need me to pause
11 for a second and maybe you and Mr. Mushkin speak off-line for a
12 moment. You know, call each other or e-mail or whatever you
13 need to do and speak with your client.

14 MR. MUSHKIN: Your Honor.

15 THE COURT: Go ahead, Mr. Mushkin.

16 MR. MUSHKIN: I think that Mr. Gutierrez is concerned
17 that the last two items on our settlement, all of the other
18 items will be a matter of public record in the federal court.
19 So it's not of real consequence.

20 And I think I can reword those, Joe, so that they are
21 innocuous. In other words, I will reference that there is an
22 agreement regarding the use of the property for a period of
23 time and compliance with the rules and regulations but nothing
24 more than that. If that will satisfy you, Joe, I can -- I
25 think we can just get this on the record and be done.

1 MR. GUTIERREZ: And, Your Honor, my concern was that
2 there (video interference), and then I'd (video interference)
3 kind of caught off guard --

4 THE COURT: Sure.

5 MR. GUTIERREZ: I just have to check with my client
6 as far as --

7 THE COURT: Sure.

8 MR. GUTIERREZ: -- I understand Mr. Mushkin's
9 position that some of the repayment terms are part of the
10 bankruptcy, and I'm fine if those are actually read (video
11 interference) outside Points 13 and 14.

12 THE COURT: Okay. So just so this Court --

13 MR. MUSHKIN: Does that get us there, Joe?

14 THE COURT: Sorry. Just --

15 No.

16 MR. GUTIERREZ: Yeah --

17 THE COURT: Now, remember, everything you're saying
18 now is fully being recorded on a public record. So that's why
19 the Court was asking you.

20 The Court is fine maintaining everything perfectly
21 fine in a public record because at this juncture the Court has
22 not had an analysis, right. Supreme Court rules does say any
23 person may request that the Court seal or redact the Court
24 records for a case that's subject to these rules. Usually
25 you're supposed to file a written motion, or the Court may upon

1 its own motion initiate proceedings to seal or redact a Court
2 record.

3 The motion to seal or redact a Court record must
4 disclose in its title and document code that the sealing or
5 redaction being sought. The motion must be served on all
6 parties NRCP 5. But here you have, in the middle of a hearing.
7 So the hearing kind of has a little bit of a different
8 component, right. Because you all, and I appreciate you
9 resolved things over the weekend.

10 Did you say you resolved them over the weekend -- or
11 whatever.

12 You resolved them before your hearing that was set
13 today on a couple of fully noticed public matters, and so
14 BlueJeans links are more than welcome to be given to any member
15 of the public regardless of what they do for a living, and the
16 media has full access to the courts.

17 Now, the access has got different rules depending on
18 if there is a media request signed by a Court versus just a
19 request for a BlueJeans link. Okay. So that being the case,
20 if there is a specific --

21 Is there an agreement between the parties --

22 Sorry. Mr. Gutierrez, there's a problem with both of
23 us talking at the same time. We just won't get you a nice
24 clear record.

25 So is there a request under Supreme Court Rule 3, or

1 did Mr. Mushkin's proposal meet your needs, or do we need to
2 take a brief break? What are you requesting?

3 Go ahead, sir.

4 MR. GUTIERREZ: If we can take (video interference)
5 so I can talk to my client, but my proposal would be just to
6 state that the parties -- and, Mr. Mushkin and I are agreeable
7 on the exact terms of the 14 points we've agreed upon.
8 Mr. Bloom has read them. He confirms he's agreeable to them.
9 So we don't have to read them into the record. If that's an
10 option, I think, if you could give us just maybe a few minute
11 break to talk to Mr. Mushkin and Mr. Bloom.

12 THE COURT: Sure.

13 MR. GUTIERREZ: (video interference), but for
14 purposes of this settlement, we just want to inform the Court
15 that the case is settled. And procedurally, what would happen
16 next in light of triggering the settlement agreement.

17 THE COURT: So --

18 MR. GUTIERREZ: (video interference) vacating the
19 trial and if one of the benchmarks is not met, resetting it for
20 a bench trial. So those are the types of things we were hoping
21 to discuss in court today, not (indiscernible) terms.

22 THE COURT: Okay. So, Mr. Gutierrez, if you need a
23 few moments to discuss something with your client, and,
24 Mr. Mushkin, what we can do is we can mute you from our end.
25 Make sure you mute yourself from your end, and then just you

1 come back on, just say that you've taken your few moments that
2 you need, right, and then if you're muted on your end, you're
3 muted on our end. I can ask Madam Court Recorder to stop
4 recording until you let us know that you're ready to continue,
5 okay, and then presumably you can either call each other,
6 e-mail each other, text, whatever method of communication you
7 wish to do. I don't even know if you're in the same location.
8 You know, so whichever method you choose to do.

9 Does that meet your needs, counsel for plaintiff?

10 MR. GUTIERREZ: Yes, it does. Thank you, Your Honor.

11 MR. MUSHKIN: Your Honor --

12 THE COURT: Counsel for defendant, counterclaimant,
13 does that meet your needs as well, or is there another request?

14 MR. MUSHKIN: No, that's fine, Your Honor. I'll go
15 on mute as well.

16 THE COURT: Okay. So I'm going to ask Madam Court
17 Recorder at this juncture please mute the Court, and then you
18 all can mute yourselves. And if you want to take away your
19 pictures because if you think somebody is going to lip read,
20 you know, whatever you wish to do.

21 But when you come back on on the video, just let the
22 Court know you're ready. Okay. You can put in the chat that
23 you're ready, and then we'll continue the hearing. Okay.
24 Thank you so very much.

25 Okay. Madam Court Recorder, can we put ourselves on

1 mute. Thank you so much. I appreciate it.

2 (Proceedings recessed at 3:15 p.m., until 3:23 p.m.)

3 THE COURT: We're now back on the record. We
4 understood from a chat comment that both counsel were all
5 ready.

6 Is that correct? Counsel for plaintiff first and
7 then counsel for defense.

8 You're on mute still, Mr. Gutierrez.

9 MR. MUSHKIN: Yes, Your Honor, we are ready now.

10 THE COURT: Okay. I'm hearing Mr. Mushkin saying --
11 Remember, you have to identify yourselves each time
12 you speak. Because as much as I can see somebody's mouth
13 moving our JAVS system does not have that voice identification
14 capacity. Do appreciate it.

15 That was Mr. Mushkin, correct, on behalf of
16 defendants, counterclaimants and third-party plaintiff;
17 correct?

18 MR. MUSHKIN: Yes, Your Honor.

19 THE COURT: Okay. Thank you.

20 Go ahead, Counsel for plaintiff. Are you ready as
21 well?

22 MR. GUTIERREZ: Yeah, we're ready. We came to an
23 agreement with counsel. Thank you.

24 THE COURT: Thank you so very much.

25 Okay. So, Mr. Mushkin, what do you wish to place on

1 the record?

2 MR. MUSHKIN: Your Honor, yes. I want to place our
3 basic deal points on the record. This will be followed by a
4 formal settlement document and order -- an order for this Court
5 as well as an order for the bankruptcy court.

6 I'm not going to recite the parties again, but this
7 does cover all parties for this matter.

8 The parties have agreed to allow the use of an
9 appraisal that was commissioned by my office. The appraiser
10 was Kendall Britton (phonetic). That appraisal can be used in
11 the bankruptcy case.

12 The 5148 parties will consent to run 1111(b) (1)
13 treatment of their claim under the plan.

14 SJC Ventures agrees to make payments to the 5148
15 parties, the first of which on the claim is due January 5th.

16 THE COURT: What year, please? What year, please?
17 Counsel, January 5th. What year, please?

18 MR. MUSHKIN: I'm sorry. 2022.

19 THE COURT: Thank you so very much. Go ahead,
20 please.

21 MR. MUSHKIN: The failure of SJC Ventures to pay that
22 payment on or before January 5th, 2022, will trigger the
23 resumption of foreclosure on the subject property.

24 The failure of SJC Ventures to pay the January 5th,
25 2022, payment will allow 5148 and related parties to litigate

1 the balance of their claims in either District Court or in
2 binding arbitration.

3 The parties agreed to an immediate stay of all
4 claims, those before this Court as well as those before the
5 Nevada Supreme Court.

6 The parties agree to vacate the November 17th,
7 2021, scheduled jury trial and all associated State court
8 hearings set in this matter and ask that the matter be reset on
9 the Court's April 2022 stack.

10 These matters will only be heard if SJC Venture fails
11 to make payments due herein.

12 The parties agree to execute mutual releases which
13 will become effective upon the final payment due April 5th,
14 2022.

15 The parties agree to immediately stay all orders of
16 the court-appointed receiver Larry Birch (phonetic).

17 The parties agree to discharge Mr. Birch as
18 court-appointed receiver in this case, on April 5th, 2022,
19 assuming SJC Ventures makes the final payment.

20 The parties agree that the taxes, HOA lien, Republic
21 service charge, the first and second mortgage payments will be
22 made in accordance with the bankruptcy plan, and these payments
23 will be completed on or before November 30 or two days after
24 the entry of the bankruptcy order, whichever comes first.

25 There are certain other terms related to the use of

1 the property and the abiding of rules. We will keep those
2 specific terms confidential today, but they'll be included in a
3 settlement agreement, and the only other information that I
4 have for the Court is the treatment of the claim in bankruptcy,
5 and I will summarize that very quickly just to advise that the
6 holder of the Class 3 secured claim which is 5148, will have a
7 claim of a stated amount pursuant to Section 1111 (b) (1). He
8 will have secured status.

9 The Class 3 claim will approve interest at a certain
10 rate, and the Class 3 claim will have payments due just as I
11 have recited in the District Court, the first payment being due
12 January 5th, 2022. The second claim being due April 5th,
13 2022.

14 Promptly after the entry of the confirmation order
15 and no more than two business days thereafter, debtors shall
16 pay all delinquent sums for real estate taxes, all sums due for
17 the Class 1 and 2 plaintiffs, which is the first and second
18 mortgage, sums certain to the HOA as a resolution of their
19 Class 4 claim, and any amounts due to Republic Service for
20 delinquent amounts there.

21 Defendant shall -- or the debtor shall also provide
22 proof of such payment to the holder of Class 3 promptly after
23 the payments are made.

24 And then just as with the settlement agreement in
25 this case, Judge, any default under the terms of this paragraph

1 of the plan will constitute grounds for the holder of a Class 3
2 claims to commence or to continue foreclosure on the property
3 without further order of the Court, notice to the debtor SJC,
4 or any other party save and except for statutory notice
5 pursuant to Nevada law.

6 And, Your Honor, I believe that represents the entire
7 basic terms.

8 And, Mr. Gutierrez, if I misread anything, please
9 advise the Court.

10 If not, I think we're done, Judge.

11 THE COURT: Counsel for plaintiff, Mr. Gutierrez, on
12 behalf of plaintiff and counterdefendant and all your client
13 roles, are those terms; correct? Is there anything that needs
14 to be added, and is there any clarification? What is your
15 position? And then are you going to have your client confirm
16 them as well?

17 Go ahead, please, sir.

18 MR. GUTIERREZ: Thank you, Your Honor. This is
19 Joseph Gutierrez for the record.

20 Yes, Your Honor, Mr. Mushkin has summarized the terms
21 of the 14 points that we agreed upon in our deal point and our
22 e-mail correspondence today. Mr. Bloom is also on the call.
23 He can state if he's read them and he can confirm their
24 accuracy (indiscernible).

25 THE COURT: Are you going to ask Mr. Bloom to do so,

1 or are you asking the Court to ask him? What would you like to
2 do, sir?

3 MR. GUTIERREZ: I'm going to ask Mr. Bloom to come on
4 and to state (video interference).

5 MR. BLOOM: Good afternoon, Your Honor. Yes, I
6 believe this matter is resolved with those terms.

7 THE COURT: Okay.

8 UNIDENTIFIED SPEAKER: And can he say his name?

9 THE COURT: Sorry. Once again, no voice
10 identification, right, on our JAVS system. So I need to say
11 who you are and whether or not you fully and knowingly agree to
12 all the terms stated by Mr. Mushkin, confirmed by counsel for
13 you and the various parties on your side of the Vs.

14 MR. BLOOM: Yes, Your Honor.

15 THE COURT: Okay. So your name is?

16 MR. BLOOM: I'm sorry. My name is Jay Bloom on
17 behalf of the plaintiff, defendants and third-party defendants
18 and I guess counterdefendants --

19 UNIDENTIFIED SPEAKER: And that's Jay Bloom?

20 MR. BLOOM: -- and I agree with the terms (video
21 interference) this matter.

22 THE COURT: I'm sorry, sir. There's somebody else
23 talking. I didn't hear what you said. I heard your name, and
24 then I did not hear what you said if you wouldn't mind
25 restating that. You're a little soft-spoken. There was some

1 cross voices if you don't mind, sir.

2 Go ahead, please.

3 MR. BLOOM: Yes. This is Jay Bloom on behalf of the
4 plaintiffs, counterdefendants and third-party defendants. Yes,
5 I believe that the terms as described (video interference) this
6 matter in full.

7 THE COURT: Okay. And do you knowingly and
8 voluntarily agree to them? That's what I heard your counsel
9 say he was asking you to confirm.

10 MR. BLOOM: Yes.

11 THE COURT: Okay. Okay. Thank you so much.

12 Okay. Counsels, I've got a couple of quick questions
13 because you're overlapping, as you know, proceedings that are
14 within the jurisdiction of this Court and proceedings that are
15 not within the jurisdiction of this Court.

16 So for purposes of the District Court Case
17 Number 813439, slash, hyphen, B, okay, which is Spanish Heights
18 Acquisition Company, LLC, plaintiffs et al versus CBC Partners
19 I, LLC, et al, and related counterclaims, et cetera. A couple
20 of questions with regards to that.

21 When you said you're asking for this case to be
22 stayed and then placed on the April stack, I was not hearing
23 you say that this case then -- I mean, how is that anticipated
24 to work? Is that -- because if it's resolved, we don't set it.
25 I mean, you all are going to trial and picking a jury on

1 Wednesday unless this case is fully and finally resolved was
2 what was agreed at a variety of different times, including most
3 recently at your calendar call; right? So if you're just
4 asking for a trial continuance or you're asking it to be
5 vacated, but then you also said stayed, so can you please
6 explain so that this Court has a better understanding of what
7 you're asking in the District Court case only, please.

8 MR. MUSHKIN: Sure, Judge. If I can -- again, this
9 is Mike Mushkin.

10 What we were asking you to do is to stay all of the
11 motion practice, including the receiver's duties. Continue the
12 trial to your April stack. Your April stack has a call date
13 of, I believe, either the 15th or the 17th of April. That is
14 beyond our final trigger date. So that will allow us to know
15 that the settlement agreement was fully performed. We will
16 then come to you with a order of dismissal. And if we don't
17 have an order of dismissal, we'll be coming to you asking, as
18 any other litigant for the case to be reset for trial.

19 THE COURT: Okay. There's some challenges in what
20 you just said. One such challenge is you are -- let's go to
21 the receiver challenge first. Okay.

22 The receiver, it's a court-appointed receiver; right?
23 It's not a stipulated by the parties receiver, okay. It's a
24 court-appointed receiver. So are you asking to stay something
25 as that of an X date? I mean, is it as of today? Is it a date

1 certain, and so that he then is compensated --

2 MR. MUSHKIN: Yes, Your Honor. It's as of
3 (indiscernible).

4 THE COURT: So you understand we needed some clarity.
5 So what are you asking so that the Court can evaluate it,
6 please.

7 MR. MUSHKIN: It would be a stay as of today.

8 THE COURT: So all work that he has performed up and
9 to 3:35 on today's date, November 15th, he is compensated
10 for, but he's not to do further work after this date and time,
11 or are you requesting something different?

12 MR. MUSHKIN: No, ma'am, that's exactly what we are
13 requesting.

14 THE COURT: Okay. And let me hear from counsel for
15 opposing counsel.

16 Mr. Gutierrez, is that your understanding, or is
17 there something different? So I'm making sure it's the same
18 joint request or not. If it's not -- go ahead, please, sir.

19 MR. GUTIERREZ: Thank you, Your Honor. This is
20 Joseph Gutierrez for the record.

21 Yes, Your Honor. So the receiver who's been
22 appointed (video interference) on Mr. Mushkin said his work
23 would be stayed pending the release of all claims after the
24 April payment.

25 And then procedurally, for trial, Mr. Mushkin

1 represented regarding (video interference) claims and, however
2 the Court would vacate the trial and reset it, but we've looked
3 at the April stack as a potential date (video interference) in
4 April.

5 THE COURT: Okay. You understand generally when
6 there's a settlement on the record trial dates get vacated.
7 The case gets closed. You know, usually there's a 30 day
8 status check on documents 45 days, you know, whatever the case
9 may be.

10 But here you all are asking for a stay until a
11 particular date. Is that correct? Because you still have
12 outstanding motion practice, but then I'm hearing you say you
13 wish to be -- the April stack for 2022 starts April 18th,
14 2022, a five-week stack, okay.

15 So can you clarify what you're asking in that regard.
16 Stay motion practice until a March date? Stay motion practice
17 until the pretrial conference as the time for that April stack?
18 Can you clarify so that the Court has a better understanding of
19 what you're asking the Court to do, please.

20 MR. MUSHKIN: Your Honor, this is Mike Mushkin. That
21 is exactly what we're asking you to do. To stay motion
22 practice. We believe that we will know in much greater
23 certainty on the 6th of January. If the first payment is made,
24 it will be highly unlikely that the second payment would not be
25 made. So whatever you can do for us to get this to the middle

1 of January would be very helpful.

2 THE COURT: Okay. What maybe I am hearing you all
3 say is that you wish the Court to set a status check on
4 Tuesday, January 11th at 8:30. And on Tuesday, January 11th
5 at 8:30, you all will inform the Court that, A, the first
6 payment is made. So therefore things are moving along as they
7 need to do, or, B -- hopefully not B, but B would be, Your
8 Honor, we have issues, and so therefore we need to reset the
9 motions, and then the Court you need to set the trial as you
10 deem appropriate. Is that where you're going, or is there
11 something different?

12 MR. MUSHKIN: Your Honor, this is Mike Mushkin. That
13 would be just perfect.

14 THE COURT: Counsel for plaintiff, would that meet
15 your needs as well, plaintiff/counterdefendants?

16 MR. GUTIERREZ: Yes (video interference). This is
17 Joseph Gutierrez?

18 THE COURT: Pardon. I didn't -- I'm sorry. I did
19 not hear you, Mr. Gutierrez.

20 MR. GUTIERREZ: Yes, it does, Your Honor. Sorry.

21 THE COURT: Okay. And that's Mr. Gutierrez on behalf
22 of -- would you mind stating your name please on behalf of the
23 parties.

24 MR. GUTIERREZ: Yes. Joseph Gutierrez on behalf of
25 the plaintiffs, Your Honor.

1 THE COURT: Okay. So because you know the Court can
2 take no position with regards to anything pending in the Nevada
3 Supreme Court or in a bankruptcy court. You all understand all
4 of that. I can only address what's currently pending before me
5 in Case 813439.

6 So with regards to payment of the receiver, are you
7 all going to -- because you're asking me to stop his actions
8 today, how would he have notice of that? Because I do not see
9 that the receiver or receiver's counsel. Now, this was a
10 originally appropriately scheduled hearings that were fully
11 noticed to everyone. Everyone got e-service, but I don't know.
12 Do you know if counsel for the receiver was aware of this
13 change in circumstances?

14 MR. MUSHKIN: Your Honor, I believe that Tracy is on
15 the line listening in, but I take responsibility to advise the
16 receiver of where we're at and the timing of things --

17 THE COURT: Well, I'm sorry. I -- just if you're
18 saying Tracy my JEA, that has nothing to do with third-party
19 receivers. So I'm not sure who you mean, Tracy's.

20 MR. MUSHKIN: Sorry. Tracy is one of the attorneys
21 in the receiver's counsel's office as well. I'm sorry.

22 THE COURT: I'm sorry.

23 MR. MUSHKIN: Your Honor, I'll take responsibility of
24 getting a hold of the receiver.

25 THE COURT: Okay. Just so that you have an

1 understanding who I show is on BlueJeans, and there's no one
2 physically here in the Court, I show on BlueJeans the labels
3 say David Ferrero, Jay Bloom, Joseph Gutierrez, Michael Mushkin
4 and Tracy Cordova.

5 Tracy Cordova is the JEA for Department 31. She is
6 just on this hearing listening because, as you can appreciate,
7 depending on what happens in this case, we may have other cases
8 that need certain time that was originally allocated to you
9 all. We have to coordinate with jury services for a lot of
10 different things. So obviously she's on for purposes to
11 understand the procedural things that the Department needs to
12 do depending on what you all are telling me today.

13 So I am not aware of anybody else being on. I do not
14 know who's sitting in your offices or et cetera. So if there's
15 somebody with you, I would have no idea. I'm naming the names
16 that we show that have logged in.

17 MR. MUSHKIN: I'll contact -- this is my motion, Your
18 Honor. I'll contact the receiver.

19 THE COURT: Okay. So when you submit the order to
20 the Court, okay, then what I am going to need is there's going
21 to need to be some date that when the receiver was notified of
22 the intention of the parties, right, because -- so that the
23 Court can do an effective order with regards to the receiver's
24 appointment and duties.

25 So when you're saying to stay the receiver, then we

1 have to circle back to that for a moment. To stay the
2 receiver's duties, you're asking the Court just to ask the
3 receiver to stop doing further collection at this moment, but
4 you're not asking the Court to do anything with regards to the
5 appointment of said receiver. Is that correct? Or are you
6 asking something --

7 MR. MUSHKIN: This is Mike Mushkin. That is correct,
8 Your Honor.

9 THE COURT: Okay. Counsel for plaintiffs,
10 counterdefendants, is that your position as well, sir.

11 MR. GUTIERREZ: This is Joseph Gutierrez. Your
12 Honor, yes, that's correct.

13 THE COURT: Okay. So here's what I'm hearing you
14 asked the Court to do, and if it's something different,
15 somebody needs to let me know because there was a lot that you
16 all were saying.

17 What I'm understanding you're asking this Court to do
18 is that you all said on the record under EDCR 7.50, as if it
19 were memorialized in writing, however you are intending to
20 memorialize your 14 points in writing, but, however, for the
21 purposes of this hearing, what you're asking the Court to do is
22 to take off calendar all pending motions that were set for
23 3:00 o'clock today in regards to the OST, a regular source.

24 I understand what you're also asking the Court to do
25 is to notify jury services that there is not a jury that's

1 needed and that you're asking that the jury selection that was
2 set for this Wednesday, the 17th, as well as the trial that was
3 supposed to commence immediately after jury selection be
4 vacated.

5 You're asking that the Court instead place this case
6 on the April 18th, five-week stack, with the understanding
7 that the parties have all agreed that the matter has been fully
8 resolved as to all parties, all counterclaimants, all third
9 parties, everyone in the case. However, in an abundance of
10 caution, since there are future payments due, you wish to keep
11 a new trial date on.

12 Then you also are asking the Court then that means
13 you would get a new pretrial conference and said pretrial
14 conference would be on March 17th at 10:15. Set calendar
15 call, at least initially, would be on April 5th.

16 And then you're also asking the Court to provide a
17 January 11th status check, and at that status check the
18 parties will confirm if the first payment that was pursuant to
19 your agreement was made on January 5th, 2022; and if it was
20 what further action the parties are going to ask the Court to
21 do; and if it was not, what further action the parties are
22 requesting the Court to do.

23 And then this Court, of course, would have to take no
24 position with regards to the bankruptcy or the Nevada Supreme
25 Court action.

1 What you're also asking in addition to this Court,
2 once I receive the order is to ask that the receiver, the
3 court-appointed receiver, stay any further collection, slash,
4 records obtaining processes as of a date certain, which would
5 be no sooner than today, the 15th at -- well, I said 3:35, but
6 then in addition, that would be revisited also on the January
7 11th depending on the status.

8 Is that correct? Is that incorrect? Does it need to
9 be clarified, Counsel for plaintiffs first and then counsel for
10 plaintiffs, counterclaimants, excuse me and then counsel for
11 defense counter --

12 MR. GUTIERREZ: Your Honor --

13 THE COURT: -- and third-party plaintiffs.

14 Mr. Gutierrez, please.

15 MR. GUTIERREZ: This is Joseph Gutierrez. Yes.
16 That's correct, Your Honor.

17 THE COURT: Okay. And I understand you had the full,
18 knowing and intelligent affirmation from your client,
19 Mr. Bloom, on behalf of all of your clients. Is that correct?

20 MR. GUTIERREZ: That is correct, Your Honor.

21 THE COURT: Okay. Thank you.

22 So, Mr. Mushkin, on behalf of all your clients, is
23 that correct, or is there something else?

24 MR. MUSHKIN: Yes, Your Honor. That is correct.
25 This is Mike Mushkin. You have done this just exactly what we

1 need.

2 THE COURT: Okay. So the Court is going to grant the
3 joint oral request of the parties with respect to only the
4 portions that impact this Court's jurisdiction, which is
5 813439.

6 And so we ask that you submit as a very prompt order,
7 of course, under EDCR 7.21 you do have the 14 days; however,
8 you realize when I get the order is when things, and then
9 notice of entry thereof is when things potentially can be
10 effected.

11 So at this juncture, what's your anticipated time
12 frame for getting the Court an order?

13 UNIDENTIFIED SPEAKER: (Video interference), Judge.

14 THE COURT: I'm sorry. I think you both were
15 speaking at the same time.

16 Is that Mr. Mushkin saying how about tomorrow, Judge?

17 MR. MUSHKIN: We should be able to get you an order
18 by the close of business tomorrow, Judge. This is Mike
19 Mushkin.

20 THE COURT: Thank you.

21 Mr. Gutierrez, does that meet your needs or not?

22 MR. GUTIERREZ: Yes, Your Honor.

23 THE COURT: Okay. So what we'll do then is we will
24 notify jury services as far as not needing the jury. If, for
25 some reason, well, something happens, you know, that the Court

1 will have to address what the Court will need to address;
2 right?

3 So at this juncture, I am going to authorize Madame
4 Clerk that we can notify jury services that we will not need
5 the jurors on Wednesday, that the trial date of November 17th
6 has been vacated. Ask her to reset the trial but resetting the
7 trial based on that that is a contingency trial if there is not
8 compliance with the oral settlement that was entered on the
9 record today, the 15th of November of 2021.

10 In accordance with EDCR 7.21, the Court is going to
11 have to review how you all phrased what the receivers, and that
12 proposed order does need to get circulated to (indiscernible)
13 on behalf of the receiver so that we -- because she is the only
14 one who is really going to have the information of what he is
15 doing as of today. So we need to ensure that that is fairly
16 and equitably inconsistent with the Court's original
17 appointment of said receiver.

18 And is there anything else that the --

19 And the stay is only going to be effective for you
20 all to put in your order. The stay is going to be effective to
21 January 11th, which is your status check date. At that date
22 then I will evaluate, right, if it makes sense to continue the
23 stay because there's already compliance. And if there's not
24 compliance, then we'll do the next step.

25 Does that meet your needs, or is there something

1 different you all are requesting for the time period of the
2 stay?

3 Counsel for --

4 MR. MUSHKIN: That works for me, Your Honor. This is
5 Mike Mushkin.

6 THE COURT: Mr. Gutierrez, does that work for you as
7 well?

8 MR. GUTIERREZ: Yes, Your Honor.

9 THE COURT: Okay. So then you'll put that also in
10 your proposed order.

11 Is there anything else the Court can do other than
12 say congratulations, wish you the best of luck and look forward
13 to hearing positive news on January 11th? Is anything else I
14 can do for you on Case 813439?

15 Counsel for plaintiff and counterdefendants.

16 MR. GUTIERREZ: This is Joe Gutierrez. No, thank
17 you, Your Honor. Thank you for your time.

18 THE COURT: Okay. Sorry. And, Mr. Gutierrez, let me
19 just give one point since we're doing kind of final conclusions
20 of everything. And I also understood what was addressed in the
21 very beginning of the hearing that Mr. Ian Hughes, he was
22 released from his subpoena, and you had stated that on the
23 record; correct?

24 MR. GUTIERREZ: That is correct.

25 THE COURT: Okay. Thank you so much.

1 Go ahead, please. Counsel for defense, is there
2 anything else the Court can do for you on Case 813439?
3 Defendants and counterclaimants.

4 MR. MUSHKIN: No, Your Honor. No, Your Honor. On
5 behalf of the defendant and counterclaimants, thank you very
6 much for your time. I'm only sorry I couldn't give you the
7 news earlier.

8 THE COURT: Do appreciate it. Well, thank you. And
9 like I said, congratulations. Appreciate your diligence to try
10 to get this matter resolved and wish you all the best of luck.

11 So that concludes the hearing. And thank everyone.

12 (Proceedings concluded at 3:49 p.m.)

13 -oOo-

14 ATTEST: I do hereby certify that I have truly and correctly
15 transcribed the audio/video proceedings in the above-entitled
16 case to the best of my ability.

17 
18 Dana L. Williams

19 Dana L. Williams
20 Transcriber

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| <p>S</p> <p>stated [4] 10/12 22/7 24/12 37/22</p> <p>stating [1] 29/22</p> <p>status [7] 22/8 28/8 29/3 33/17 33/17 34/7 36/21</p> <p>statutory [1] 23/4</p> <p>stay [17] 5/20 21/3 21/15 26/10 26/24 27/7 28/10 28/16 28/16 28/21 31/25 32/1 34/3 36/19 36/20 36/23 37/2</p> <p>stayed [3] 25/22 26/5 27/23</p> <p>step [1] 36/24</p> <p>still [4] 5/4 5/6 19/8 28/11</p> <p>stipulated [1] 26/23</p> <p>stop [3] 18/3 30/7 32/3</p> <p>subject [2] 15/24 20/23</p> <p>submit [4] 9/25 13/6 31/19 35/6</p> <p>submitted [1] 12/5</p> <p>subpoena [5] 1/14 1/15 5/16 5/22 37/22</p> <p>subpoenaed [1] 5/7</p> <p>such [2] 22/22 26/20</p> <p>summarize [1] 22/5</p> <p>summarized [1] 23/20</p> <p>sums [3] 22/16 22/16 22/18</p> <p>sun [1] 8/21</p> <p>supposed [2] 15/25 33/3</p> <p>Supreme [11] 2/24 7/11 10/7 11/8 12/14 12/20 15/22 16/25 21/5 30/3 33/24</p> <p>sure [13] 4/11 4/13 5/8 7/22 9/17 10/22 15/4 15/7 17/12 17/25 26/8 27/17 30/19</p> <p>system [2] 19/13 24/10</p> | <p>thank [25] 2/12 4/3 6/8 6/9 8/10 8/18 9/8 18/10 18/24 19/1 19/19 19/23 19/24 20/19 23/18 25/11 27/19 34/21 35/20 37/16 37/17 37/25 38/5 38/8 38/11</p> <p>that [184]</p> <p>that's [15] 4/25 6/1 13/25 14/5 15/18 15/24 17/9 18/14 24/19 25/8 27/12 29/21 32/12 32/25 34/16</p> <p>their [4] 20/13 21/1 22/18 23/23</p> <p>them [10] 12/11 12/11 16/10 16/12 17/8 17/8 17/9 23/16 23/23 25/8</p> <p>themselves [4] 2/17 6/24 7/3 14/3</p> <p>then [46]</p> <p>there [41]</p> <p>there's [14] 2/19 7/5 7/12 13/3 16/22 24/22 26/19 28/6 28/7 31/1 31/14 31/20 36/23 36/23</p> <p>thereafter [1] 22/15</p> <p>therefore [2] 29/6 29/8</p> <p>thereof [1] 35/9</p> <p>these [8] 10/12 10/15 11/4 11/16 12/8 15/24 21/10 21/22</p> <p>they [9] 2/21 4/16 6/23 7/10 13/15 14/3 14/20 16/15 29/6</p> <p>they'll [1] 22/2</p> <p>they're [1] 14/3</p> <p>thing [1] 13/13</p> <p>things [12] 2/23 6/4 11/19 13/23 16/9 17/20 29/6 30/16 31/10 31/11 35/8 35/9</p> <p>think [9] 8/3 10/11 14/16 14/20 14/25 17/10 18/19 23/10 35/14</p> <p>third [10] 3/21 3/25 4/23 8/23 19/16 24/17 25/4 30/18 33/8 34/13</p> <p>third-party [9] 3/21 3/25 4/23 8/23 19/16 24/17 25/4 30/18 34/13</p> <p>this [89]</p> <p>those [12] 7/8 12/4 13/18 13/21 14/20 15/10 17/20 21/4 21/4 22/1 23/13 24/6</p> <p>through [1] 12/13</p> <p>time [17] 1/16 3/3 4/15 6/9 11/3 12/4 14/23 16/23 19/11 27/10 28/17 31/8 35/11 35/15 37/1 37/17 38/6</p> <p>times [1] 26/2</p> <p>timing [1] 30/16</p> <p>title [1] 16/4</p> <p>today [12] 16/13 17/21 22/2 23/22 26/25 27/7</p> | <p>30/8 31/12 32/23 34/5 36/9 36/15</p> <p>today's [3] 11/12 12/17 27/9</p> <p>told [1] 5/16</p> <p>tomorrow [2] 35/16 35/18</p> <p>Tracy [5] 30/14 30/18 30/20 31/4 31/5</p> <p>Tracy's [1] 30/19</p> <p>TRAN [1] 1/1</p> <p>transcribed [2] 1/24 38/15</p> <p>Transcriber [1] 38/19</p> <p>transcript [3] 1/8 11/13 12/17</p> <p>treated [1] 9/13</p> <p>treatment [2] 20/13 22/4</p> <p>trial [20] 1/15 5/9 5/23 17/19 17/20 21/7 25/25 26/4 26/12 26/18 27/25 28/2 28/6 29/9 33/2 33/11 36/5 36/6 36/7 36/7</p> <p>trigger [2] 20/22 26/14</p> <p>triggering [1] 17/16</p> <p>truly [1] 38/14</p> <p>trust [2] 9/5 9/6</p> <p>trustee [1] 7/1</p> <p>trustees [1] 9/4</p> <p>try [1] 38/9</p> <p>Tuesday [2] 29/4 29/4</p> <p>two [4] 6/13 14/17 21/23 22/15</p> <p>types [1] 17/20</p> | <p>V</p> <p>vacate [2] 21/6 28/2</p> <p>vacated [4] 26/5 28/6 33/4 36/6</p> <p>vacating [1] 17/18</p> <p>variety [3] 3/15 4/4 26/2</p> <p>various [1] 24/13</p> <p>VEGAS [1] 2/1</p> <p>Venture [1] 21/10</p> <p>VENTURES [8] 1/19 3/14 3/20 8/24 20/14 20/21 20/24 21/19</p> <p>versus [5] 2/3 3/9 12/15 16/18 25/18</p> <p>very [9] 2/12 18/24 19/24 20/19 22/5 29/1 35/6 37/21 38/5</p> <p>video [31] 5/15 5/17 5/18 9/25 10/17 12/3 12/6 12/24 12/25 13/1 13/2 13/3 13/5 13/7 13/9 15/2 15/2 15/10 17/4 17/13 17/18 18/21 24/4 24/20 25/5 27/22 28/1 28/3 29/16 35/13 38/15</p> <p>voice [2] 19/13 24/9</p> <p>voices [1] 25/1</p> <p>voluntarily [1] 25/8</p> | <p>well [21] 3/22 5/5 10/2 10/6 12/13 13/10 18/13 18/15 19/21 20/5 21/4 23/16 29/15 30/17 30/21 32/10 33/2 34/5 35/25 37/7 38/8</p> <p>were [9] 13/13 17/20 19/4 26/10 30/10 32/16 32/19 32/22 35/14</p> <p>what [47]</p> <p>what's [2] 30/4 35/11</p> <p>whatever [9] 7/10 8/21 11/5 14/12 16/11 18/6 18/20 28/8 28/25</p> <p>when [10] 6/25 18/21 25/21 28/5 31/19 31/21 31/25 35/8 35/8 35/9</p> <p>where [2] 29/10 30/16</p> <p>whether [1] 24/11</p> <p>which [13] 2/19 11/4 11/9 11/23 13/17 20/15 21/12 22/6 22/17 25/17 34/4 35/4 36/21</p> <p>whichever [2] 18/8 21/24</p> <p>while [2] 10/14 12/18</p> <p>who [8] 3/23 6/23 11/2 13/8 24/11 30/19 31/1 36/14</p> <p>who's [2] 27/21 31/14</p> <p>why [1] 15/18</p> <p>will [34] 8/3 10/12 10/23 11/22 11/23 14/18 14/21 14/24 20/3 20/12 20/22 20/25 21/10 21/13 21/21 21/23 22/1 22/5 22/6 22/8 22/9 22/10 23/1 26/14 26/15 28/22 28/24 29/5 33/18 35/23 36/1 36/1 36/4 36/22</p> <p>Williams [1] 38/19</p> <p>window [1] 8/22</p> <p>wish [12] 2/21 6/4 12/21 14/3 18/7 18/20 19/25 28/13 29/3 33/10 37/12 38/10</p> <p>wishes [1] 5/21</p> <p>withdrew [1] 5/16</p> <p>within [3] 13/21 25/14 25/15</p> <p>without [2] 7/18 23/3</p> <p>won't [2] 12/3 16/23</p> <p>words [1] 14/21</p> <p>work [5] 25/24 27/8 27/10 27/22 37/6</p> <p>works [1] 37/4</p> <p>would [35] 3/1 3/2 4/5 5/22 6/25 7/14 9/17 9/21 9/22 10/2 10/14 10/17 11/3 13/4 13/8 17/5 17/15 24/1 27/7 27/23 28/2 28/24 29/1 29/7 29/13 29/14 29/22 30/8 31/15 33/13 33/14 33/15 33/23 34/4 34/6</p> <p>wouldn't [3] 10/10 13/21 24/24</p> <p>writing [2] 32/19 32/20</p> |
| <p>T</p> <p>take [9] 7/4 17/2 17/4 18/18 30/2 30/15 30/23 32/22 33/23</p> <p>taken [1] 18/1</p> <p>takes [1] 7/16</p> <p>talk [2] 17/5 17/11</p> <p>talking [2] 16/23 24/23</p> <p>taxes [2] 21/20 22/16</p> <p>telling [1] 31/12</p> <p>terms [28] 9/14 9/21 10/12 10/23 10/24 11/4 11/17 11/22 12/1 12/7 12/8 12/23 13/2 13/3 14/2 15/9 17/7 17/21 21/25 22/2 22/25 23/7 23/13 23/20 24/6 24/12 24/20 25/5</p> <p>text [1] 18/6</p> <p>than [13] 2/22 5/20 6/3 6/11 6/19 6/20 7/11 13/19 14/24 16/14 22/15 34/5 37/11</p> | | <p>U</p> <p>under [12] 2/24 10/5 10/13 11/8 12/20 13/1 13/7 16/25 20/13 22/25 32/18 35/7</p> <p>underneath [1] 2/17</p> <p>understand [9] 8/6 11/2 15/8 27/4 28/5 30/3 31/11 32/24 34/17</p> <p>understanding [7] 11/18 26/6 27/16 28/18 31/1 32/17 33/6</p> <p>understood [3] 9/18 19/4 37/20</p> <p>unless [2] 7/5 26/1</p> <p>unlikely [1] 28/24</p> <p>until [6] 13/1 18/4 19/2 28/10 28/16 28/17</p> <p>up [4] 2/14 7/11 9/19 27/8</p> <p>upon [9] 9/24 11/4 11/20 12/2 13/4 15/25 17/7 21/13 23/21</p> <p>us [8] 6/20 13/6 15/13 16/23 17/10 18/4 26/14 28/25</p> <p>use [3] 14/22 20/8 21/25</p> <p>used [1] 20/10</p> <p>usually [2] 15/24 28/7</p> | <p>W</p> <p>Wait [3] 4/10 9/2 9/11</p> <p>waiting [5] 3/7 7/22 7/25 8/1 8/3</p> <p>walk [1] 12/13</p> <p>want [6] 3/16 9/12 9/17 17/14 18/18 20/2</p> <p>was [31] 3/24 4/12 4/14 5/7 5/11 15/1 15/19 16/12 19/15 20/9 20/10 24/25 25/9 25/22 26/1 26/2 26/15 30/9 30/12 31/8 31/21 32/15 33/1 33/2 33/18 33/19 33/19 33/21 36/8 37/20 37/21</p> <p>way [2] 4/18 14/10</p> <p>we [63]</p> <p>we'd [3] 9/25 12/4 12/8</p> <p>we'll [4] 18/23 26/17 35/23 36/24</p> <p>we're [13] 2/11 2/13 4/10 4/12 4/13 7/22 12/6 19/3 19/22 23/10 28/21 30/16 37/19</p> <p>we've [3] 12/7 17/7 28/2</p> <p>wearing [1] 13/15</p> <p>Wednesday [3] 26/1 33/2 36/5</p> <p>week [2] 28/14 33/6</p> <p>weekend [2] 16/9 16/10</p> <p>welcome [13] 2/22 3/3 4/2 5/20 6/3 6/5 6/11 6/19 6/20 7/9 13/14 13/19 16/14</p> | <p>PA0248</p> |

| | | | | |
|---|--|--|--|-------------------|
| <div>W</div> <div>written [1] 15/25</div> <div>X</div> <div>XXXI [1] 1/6</div> <div>Y</div> <div>Yeah [2] 15/16 19/22</div> <div>year [3] 20/16 20/16 20/17</div> <div>yes [21] 3/18 18/10 19/9 19/18 20/2 23/20 24/5 24/14 25/3 25/4 25/10 27/2 27/21 29/16 29/20 29/24 32/12 34/15 34/24 35/22 37/8</div> <div>yet [2] 7/17 11/20</div> <div>you [174]</div> <div>you'll [1] 37/9</div> <div>you're [38] 4/10 4/21 4/22 6/3 6/5 6/11 11/12 14/7 15/17 15/25 18/2 18/2 18/4 18/7 18/22 18/23 19/8 24/25 25/13 25/21 26/3 26/4 26/7 28/15 28/19 29/10 30/7 30/17 31/25 32/2 32/4 32/17 32/21 32/24 33/1 33/5 33/16 34/1</div> <div>you've [1] 18/1</div> <div>your [95]</div> <div>yourself [1] 17/25</div> <div>yourselves [2] 18/18 19/11</div> | | | | <div>PA0249</div> |
|---|--|--|--|-------------------|

EXHIBIT 4

EXHIBIT 4



Nevada Trust Deed Services

January 7, 2022

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

We are enclosing herewith a copy of the Notice of the above Trustee's sale, the date of which has been set as February 1, 2022, and will be held at the location set forth in the attached Notice.

Publication will be on January 11, 2022, January 18, 2022 and January 25, 2022.

Sincerely,

Michele Dobar
Foreclosure Officer

Enclosures

Certified Mail
Return Receipt Requested

APN: 163-29-615-007

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

Inst #: 20220111-0000672
Fees: \$42.00
01/11/2022 08:51:02 AM
Receipt #: 4848219
Requestor:
Nevada Trust Deed Service
Recorded By: OSA Pgs: 2
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

NOTICE OF TRUSTEE'S SALE

FILE NO 20-09-008-FCL
DATED: January 7, 2022

On February 1, 2022 at 09:30 AM, Nevada Trust Deed Services, as duly appointed or substituted Trustee under and pursuant to the Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated December 17, 2014 recorded as Instrument No. 20141229-0002856, and as modified or amended, if applicable, in the Office of the County Recorder of CLARK County, Nevada 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 in favor of 5148 Spanish Heights, LLC, a Nevada limited liability company as current beneficiary by reason of now continuing default in the payment or performance of obligations secured by said Deed of Trust, including the Notice of Breach and Election to Sell Under Deed of Trust which was recorded in the Office of the County Recorder of CLARK County, Nevada, by the beneficiary and the undersigned more than three months prior to the date thereof, WILL CAUSE TO BE SOLD AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH (payable at the time of sale in lawful money of the United States of America) at the front entrance to Nevada Legal News, 930 S. Fourth Street, Las Vegas, NV 89101, all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

Lot Seven (7) in Block Five (5) of Spanish Hills Estates Unit 5A, as shown by map thereof on file in Book 107, of Plats, Page 58, in the Office of the County Recorder of Clark County, Nevada.

Together with any and all improvements, personal property and fixtures located thereon or otherwise described in the Deed of Trust and in any other instruments in favor of the Beneficiary, and all singular tenements, hereditaments and appurtenances thereunto belonging or appertaining, rents, issues and profits thereof.

Commonly known as: 5148 Spanish Heights Dr. Las Vegas, NV 89148, APN: 163-29-615-007

If a street address or common designation of property is shown, no warranty is given as to its completeness or correctness.

Said sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal balance of the obligations secured by said Deed of Trust, to wit: \$2,935,001.14 together with interest, fees, premiums and charges thereon, as provided in said Secured Promissory Note and related loan documents, advances, if any, under the terms of said Deed of Trust, fees, charges and expenses of Trustee and of the Trusts created by said Deed of Trust.

NEVADA TRUST DEED SERVICES

By: Michele Dobar
Michele Dobar, Foreclosure Officer

Published in Nevada Legal News on the following dates:
January 11, 2022, January 18, 2022, January 25, 2022

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on January 7, 2022 by Michele Dobar, as Foreclosure Officer of Nevada Trust Deed Services.

Signature Christine Miranda
(Notary Public)



Christine Miranda
No. 01-68745-1
Exp. Feb. 1, 2023

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

USPS CERTIFIED MAIL



9414 8118 9876 5842 6452 53

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



\$6.13 US POSTAGE
FIRST-CLASS
Jan 11 2022
Mailed from ZIP 89145
1 oz First-Class Mail Letter

11923275



062S0012913542

EXHIBIT 5

EXHIBIT 5

| Daily Interest | Today | Start date | Days | Total Interest today |
|-------------------------------|-----------------------|------------|------|----------------------|
| \$1,608.22 | 1/7/2022 | 4/1/2020 | 646 | \$1,038,910.12 |
| | | | | |
| | | | | |
| | | | | |
| Principal | \$2,935,001.14 | | | |
| Accrued interest | \$1,315,105.24 | | | |
| Advances | \$1,326,744.55 | | | |
| Interest owed | \$1,038,910.12 | | | |
| Attorney's Fees (foreclosure) | \$42,572.50 | | | |
| Costs (foreclosure) | \$12,305.07 | | | |
| Attorney's Fees (state) | \$624,479.00 | | | |
| Costs (state) | \$28,696.06 | | | |
| Attorney's Fees (BK) | \$174,790.50 | | | |
| Costs (BK) | \$20,898.15 | | | |
| Total Owed | \$7,519,502.33 | | | |

EXHIBIT 6

EXHIBIT 6

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

January 4, 2021

Via Certified Mail
& USPS

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

Via Certified Mail
& USPS

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

Via Certified Mail
& USPS

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

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

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

Dear Borrower:

READ THIS LETTER CAREFULLY. This is a courtesy notice. Pursuant to NRS 107.400-107.560 this Notice is only required for Owner-Occupied Housing Securing Residential Mortgage Loan.

Your loan with CBC Partners I, LLC and 5148 Spanish Heights, LLC as successor in interest is in default. Because of this, CBC Partners I, LLC and 5148 Spanish Heights, LLC as successor in interest, at its option, without further demand, may evoke the power of sale and any other remedies permitted by Nevada Law.

It has been established that the beneficiary and/or mortgage servicer of the deed of trust has caused a trustee to exercise the power of sale pursuant to NRS 107.080.

You are in default by failing to make the final balloon payment on March 31, 2020. Failure

PA0315

January 4, 2021

Page 2

Re: APN: 163-29-615-007

to cure the default may result the sale of said property.

The undersigned, as attorney for the Beneficiary for the above referenced loan, does hereby notify you that a Notice of Default and Election to sell has been recorded on the referenced property due to non-payment.

With an Owner-Occupied property, you have a right to discuss foreclosure prevention alternatives and subject to qualification criteria.

The following information is required to be provided to Owner-Occupied properties 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

PA0316

January 4, 2021

Page 3

Re: APN: 163-29-615-007

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:

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, Esq.

MRM:klf

PA0317