

1 **NOAS**

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EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
Mar 31 2022 09:34 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

Kenly U. Garcia, an individual

Plaintiff,

Case No. A-22-849595-C

vs.

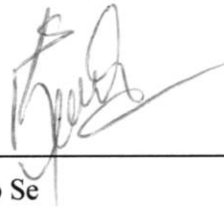
Dept No.: 26

Pablo Salazar aka Paul Salazar, 2330 Capistrano
Las Vegas, Nevada and Does I through X,

Defendants.

NOTICE OF APPEAL

NOTICE is hereby given that **KENLY U. GARCIA**, Plaintiff, above named, hereby appeals to
The Supreme Court of Nevada from the Order After Hearing (attached) entered in this action on the 24th
day of March, 2022.



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REGISTER OF ACTIONS

CASE No. A-22-849595-C

Kenly Garcia, Plaintiff(s) vs. Pablo Salazar etal, Defendant(s)

~~~~~

Case Type: **Other Civil Matters**

Date Filed: 03/11/2022

Location: **Department 26**

Cross-Reference Case Number: **A849595**

### PARTY INFORMATION

**Defendant**      **Salazar etal, Pablo**

**Lead Attorneys**  
**~~Pro Se~~**

**Defendant**      **Salazar, Paul**

**Joshua Scott Dresslove**  
*Retained*  
949-903-3000(W)

|           |                 |
|-----------|-----------------|
| Plaintiff | Garcia, Kenly U |
|-----------|-----------------|

Pro Se

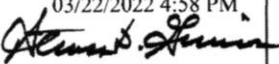
## EVENTS & ORDERS OF THE COURT

## OTHER EVENTS AND HEARINGS

|            |                                                                                                        |                                                     |
|------------|--------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| 03/11/2022 | <b>Summons</b>                                                                                         | <b>Doc ID# 1</b>                                    |
|            | [1] Un-Issued Summons - Civil due to wrong code                                                        |                                                     |
| 03/11/2022 | <b>Lis Pendens</b>                                                                                     | <b>Doc ID# 2</b>                                    |
|            | [2] Lis Pendens                                                                                        |                                                     |
| 03/17/2022 | <b>Motion to Expunge Lis Pendens</b>                                                                   | <b>Doc ID# 3</b>                                    |
|            | [3] Motion to Expunge Lis Pendens                                                                      |                                                     |
| 03/17/2022 | <b>Ex Parte Motion</b>                                                                                 | <b>Doc ID# 4</b>                                    |
|            | [4] Ex Parte Motion for Order Shortening Time on Defendnt Paul Salazar's Motion to Expunge Lis Pendens |                                                     |
| 03/22/2022 | <b>Order Shortening Time</b>                                                                           | <b>Doc ID# 5</b>                                    |
|            | [5] Order Shortening Time                                                                              |                                                     |
| 03/22/2022 | <b>Notice of Entry</b>                                                                                 | <b>Doc ID# 6</b>                                    |
|            | [6] Notice of Entry of Order                                                                           |                                                     |
| 03/23/2022 | <b>Supplemental</b>                                                                                    | <b>Doc ID# 7</b>                                    |
|            | [7] Supplemental documents in support of Defendants Motion to Expunge Lis Pendens                      |                                                     |
| 03/24/2022 | <b>Motion to Expunge Lis Pendens</b>                                                                   | <b>(9:00 AM) (Judicial Officer Sturman, Gloria)</b> |
|            | Defendant Paul Salazar's Motion to Expunge Lis Pendens                                                 |                                                     |
|            | 04/26/2022 Reset by Court to 03/24/2022                                                                |                                                     |
| 03/24/2022 | <b>Clerk's Notice of Nonconforming Document</b>                                                        | <b>Doc ID# 8</b>                                    |
|            | [8] Clerk s Notice of Nonconforming Document                                                           |                                                     |
| 03/24/2022 | <b>Order Granting</b>                                                                                  | <b>Doc ID# 9</b>                                    |
|            | [9] SALAZAR Order removing lis pendens                                                                 |                                                     |

## FINANCIAL INFORMATION

|            |                                     |                            |                 |  |             |
|------------|-------------------------------------|----------------------------|-----------------|--|-------------|
|            | <b>Defendant Salazar, Paul</b>      |                            |                 |  | 223.00      |
|            | Total Financial Assessment          |                            |                 |  | 223.00      |
|            | Total Payments and Credits          |                            |                 |  | <b>0.00</b> |
|            | <b>Balance Due as of 03/25/2022</b> |                            |                 |  |             |
| 03/17/2022 | Transaction Assessment              |                            |                 |  | 223.00      |
| 03/17/2022 | Efile Payment                       | Receipt # 2022-16502-CCCLK | Salazar, Paul   |  | (223.00)    |
|            | <b>Plaintiff Garcia, Kenly U</b>    |                            |                 |  |             |
|            | Total Financial Assessment          |                            |                 |  | 270.00      |
|            | Total Payments and Credits          |                            |                 |  | 270.00      |
|            | <b>Balance Due as of 03/25/2022</b> |                            |                 |  | <b>0.00</b> |
| 03/11/2022 | Transaction Assessment              |                            |                 |  | 270.00      |
| 03/11/2022 | Efile Payment                       | Receipt # 2022-15064-CCCLK | Garcia, Kenly U |  | (270.00)    |

  
CLERK OF THE COURT

1 **OST**  
2 **Bohn Law Firm**  
3 Michael Bohn, Esq  
4 Nevada Bar Number 1641  
5 2260 Corporate Circle Ste 480  
6 Henderson, NV 89074  
7 [mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
8 (702) 642-3113  
9 Joshua S Dresslove, Esq.,  
10 Nevada bar Number 15535  
11 [jdresslove@dresslovelaw.com](mailto:jdresslove@dresslovelaw.com)

12 *Counsel for Defendant Paul Salazar*

13 **EIGHTH JUDICIAL DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 **KENLY U GARCIA, AN INDAIVIDUAL,**

16 **Plaintiff,**

17 **vs.**

18 **PABLO SALAZAR AKA PAUL SALAZAR,**  
19 **2330 CAPISTRANO (APN 162-11-715-010) las**  
20 **Vegas, Nevada Does I through X,**

21 **Defendant**

Case No.: A-22-849595-C  
Dept No: 26

**ORDER SHORTENING TIME**

22 The ex parte motion of defendant Paul Salazar, dated March 17, 2022 for an Order Shortening  
23 Time on defendant's Motion to Expunge Lis Pendens having come before this Court, and the Court,  
24 after having reviewed the motion, and for good cause appearing;

25 ///

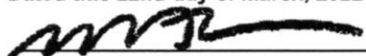
26 ///

27 ///

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the hearing on defendant's  
2 Motion to Expunge Lis Pendens is shortened. The hearing on the motion is moved to the \_\_\_\_ day  
3 MARCH 24, 2022 AT 9:00AM  
4 of \_\_\_\_\_, 2022, at \_\_\_\_:\_\_\_\_ a.m.

5 DATED this \_\_\_\_ day of March, 2022.

6 Dated this 22nd day of March, 2022

7 

8 DISTRICT COURT JUDGE

9 979 A92 56EC CD94

10 Gloria Sturman

11 District Court Judge

12 Respectfully submitted by:

13 LAW OFFICES OF  
14 MICHAEL F. BOHN, ESQ., LTD.

15 By: /s/ Joshua Dresslove, Esq.  
16 JOSHUA DRESSLOVE Esq.  
17 2260 Corporate Circle, Suite 480  
18 Henderson, Nevada 89074  
19 Attorney for Defendant Paul Salazar  
20  
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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Kenly Garcia, Plaintiff(s)

CASE NO: A-22-849595-C

7 vs.

DEPT. NO. Department 26

8 Pablo Salazar etal, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/22/2022

15 JOSHUA DRESSLOVE

jdresslove@dresslovelaw.com

16 Michael Bohn

mbohn@bohnlawfirm.com

1 **OST**  
2 **Bohn Law Firm**  
3 Michael Bohn, Esq  
4 Nevada Bar Number 1641  
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6 Henderson, NV 89074  
7 [mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
8 (702) 642-3113  
9 Joshua S Dresslove, Esq.,  
10 Nevada bar Number 15535  
11 [jdresslove@dresslovelaw.com](mailto:jdresslove@dresslovelaw.com)

12 *Counsel for Defendant Paul Salazar*

13 **EIGHTH JUDICIAL DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 KENLY U GARCIA, AN INDIVIDUAL,

16 Plaintiff,

17 vs.

18 PABLO SALAZAR AKA PAUL SALAZAR,  
19 2330 CAPISTRANO (APN 162-11-715-010) las  
20 Vegas, Nevada Does I through X,

21 Defendant

Case No.: A-22-849595-C  
Dept No: 26

22 **NOTICE OF ENTRY OF ORDER**

23 TO: Parties above-named; and

24 TO: Their Attorney of Record

25 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an **ORDER TO**  
26 **SHORTEN TIME** has been entered on the 22nd day of March, 2022, in the above captioned matter,  
27 a copy of which is attached hereto.

Dated this 22nd day of March, 2022.

**LAW OFFICES OF**

1 MICHAEL F. BOHN, ESQ., LTD.

2  
3 By: /s/ Joshua Dresslove, Esq.  
4 Michael F. Bohn, Esq.  
5 Joshua Dresslove, Esq.  
6 2260 Corporate Circle Ste 480  
7 Henderson, NV 89032

8 **NOTICE OF MOTION**

9 TO: Plaintiff above named; and

10 TO: Their respective counsel of record

11 YOU AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring  
12 the above and foregoing Motion on for hearing before the above entitled Court, Department XXVI,  
13 on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_, or as soon thereafter as counsel can be  
14 heard.  
15

16 DATED this 17<sup>th</sup> day of March, 2022March, 2022.

17 LAW OFFICES OF  
18 MICHAEL F. BOHN, ESQ., LTD.

19 By: /s/ Joshua Dresslove, Esq.  
20 Michael F. Bohn, Esq.  
21 Joshua Dresslove, Esq.  
22 2260 Corporate Circle Ste 480  
23 Henderson, NV 89032  
24

## FACTS

1. Plaintiff alleges that on or about May 17, 2021, Plaintiff and Pablo Salazar entered into a contract for services whereby Pablo Salazar was to renovate Plaintiff's home. Plaintiff further asserts that this contract was breached by Pablo Salazar. Paul Salazar was not a party to this alleged contract.
2. Plaintiff further asserts that Pablo Salazar and Paul Salazar are in fact the same person. Plaintiff uses this assertion as his basis for money damages from Paul Salazar.
3. Paul Salazar and Pablo Salazar are in fact 2 separate people. Paul Salazar is Pablo Salazar's son. The Declaration of Paul Salazar in support of this motion is attached hereto as **Exhibit 1**.
4. Paul Salazar, owns real property located at 2330 Capistrano Ave, Las Vegas, Clark County, Nevada ("the Property"). Paul Salazar entered into an agreement to sell the same to a third party on February 4, 2022. That agreement had a closing date set as March 14, 2022. All conditions had been satisfied by buyer and seller and the property was set to close on time. A copy of the Real Estate Purchase Agreement is included hereto as **Exhibit 2**.
5. Pablo Salazar has no interest in the Property.
6. On March 14, 2022, hours before the final deeds could be recorded, Plaintiff recorded a lis pendens against the same real property. A copy of Clark County Recorders Page on the Property showing the lis pendens is attached hereto as **exhibit 3**.
7. The Lis Pendens has made it impossible for the sale to close. An email from WFG Title confirming this is attached hereto as **Exhibit 4**.

1 8. The lis pendens has caused Paul Salazar to be in breach of the real estate sales agreement. The  
2 consequences of this breach grow daily as the buyer had vacated his previous residence hours  
3 before the lis pendens was recorded and now cannot move into the Property.  
4

### 5 LEGAL ARGUMENT

#### 6 1. **Standard for cancellation of a lis pendens**

7 NRS 14.015 states in relevant part as follows:  
8

9 Notice of pendency of actions affecting real property: Hearing; cancellation; bond.

- 10 1. After a notice of pendency of an action has been recorded with the recorder of the county, the  
11 defendant or, if affirmative relief is claimed in the answer, the plaintiff, may request that the  
12 court hold a hearing on the notice, and such a hearing must be set as soon as is practicable,  
13 taking precedence over all other civil matters except a motion for a preliminary injunction.
- 14 2. Upon 15 days' notice, the party who recorded the notice of pendency of the action must  
15 appear at the hearing and, through affidavits and other evidence which the court may permit,  
16 establish to the satisfaction of the court that:
- 17 (a) The action is for the foreclosure of a mortgage upon the real property described in  
18 the notice or affects the title or possession of the real property described in the notice;
  - 19 (b) The action was not brought in bad faith or for an improper motive;
  - 20 (c) The party who recorded the notice will be able to perform any conditions precedent  
21 To the relief sought in the action insofar as it affects the title or possession of the real  
22 property; and
  - 23 (d) The party who recorded the notice would be injured by any transfer of an interest  
24 in the property before the action is concluded.
- 25 3. In addition to the matters enumerated in subsection 2, the party who recorded the notice must  
26 establish to the satisfaction of the court either:
- 27 (a) That the party who recorded the notice is likely to prevail in the action; or
  - 28 (b) That the party who recorded the notice has a fair chance of success on the merits in  
the action and the injury described in paragraph (d) of subsection 2 would be

1 sufficiently serious that the hardship on him or her in the event of a transfer would be  
2 greater than the hardship on the defendant resulting from the notice of pendency,

3 and that if the party who recorded the notice prevails he or she will be entitled to relief  
4 affecting the title or possession of the real property.

- 5 5. If the court finds that the party who recorded the notice of pendency of the action has failed to  
6 establish any of the matters required by subsection 2, the court shall order the cancellation of  
7 the notice of pendency and shall order the party who recorded the notice to record with the  
8 recorder of the county a copy of the order of cancellation. The order must state that the  
9 cancellation has the same effect as an expungement of the original notice.

10 Thus, in order to keep the lis pendens recorded against the property, Plaintiff must meet all  
11 four requirements of NRS 14.015(2), as well as both requirements of NRS 14.015(3)

12 **2. Plaintiff can not meet the requirements of NRS 14.015(2) to Keep the lis pendens**  
13 **attached to the property**

- 14 a. **First Requirement:** (a) The action is for the foreclosure of a mortgage upon the real property  
15 described in the notice or affects the title or possession of the real property described in the  
16 notice.

17 “Lis pendens are not appropriate instruments for use in promoting recoveries in actions for  
18 personal or money judgments; rather, their office is to prevent the transfer or loss of real property  
19 which is the subject of dispute in the action that provides the basis for the lis pendens. It is  
20 fundamental to the filing and recordation of a lis pendens that the action involve some legal interest  
21 in the challenged real property” Weddell v. H2O, Inc. Supreme Court of Nevada, 128 Nev. 94, 271  
22 P.3d 743 (2012) Lis pendens is not available to merely enforce personal or money judgment; there  
23 must be some claim of entitlement to real property effected by lis pendens. Levinson v. Eighth

1 Judicial Dist. Court of State In and For County of Clark Supreme Court of Nevada. 109 Nev. 747,  
2 857 P.2d 18 (1993)

3 The Plaintiff here is suing for breach of a service contract by Pablo Salazar. Plaintiff alleges that  
4 Pablo Salazar took monies pursuant to an agreement by and between Defendant and Pablo Salazar  
5 and never performed pursuant to the terms of that agreement. In reliance there on, Plaintiff has  
6 alleged a claim for money damages based on causes of actions for breach of contract, breach of the  
7 implied duty of good faith and fair dealing, unjust enrichment, and conversion. A lis pendens is not  
8 available simply to enforce a money judgment. Here Plaintiff has failed to state a cause of action or  
9 claim to title or possession of real property and as such the lis pendens is improper.  
10

11 **b. Second requirement:** (b) The action was not brought in bad faith or for an improper motive  
12 Plaintiff posits that Plaintiff are bringing this matter in bad faith or improper motive for the  
13 following reasons:

14 Plaintiff brings this action against Pablo Salazar alleging that Paul Salazar is an alias or alter  
15 ego to the former. The reality is that Pablo Salazar and Paul Salazar are to completely different  
16 people. Pablo Salazar is an individual who may or may not have entered into an agreement with the  
17 Plaintiff. Paul Salazar is Pablo Salazar's son. Paul Salazar has never met Plaintiff, nor has Paul  
18 Salazar entered into any agreement with him. Information showing that Pablo and Paul Salazar are in  
19 fact 2 separate people is readily available, yet Plaintiff has dragged Paul Salazar, a non-party into this  
20 litigation in the hopes of attacking the proceeds from the sale of the Property.  
21

22 ///

23 ///

1 c. **Third requirement:** (c) The party who recorded the notice will be able to perform any  
2 conditions precedent to the relief sought in the action insofar as it affects the title or  
3 possession of the real property

4 The third requirement to keep the lis pendens recorded is that the party who recorded it must  
5 show it can perform as required in order to enforce its rights. Plaintiff has failed to assert any rights to  
6 Paul Salazar's property, 2330 Capistrano Avenue, Las Vegas, Clark County, Nevada. ("the  
7 Property"). As stated above, Plaintiff asserts money damages for breach of contract and fails to assert  
8 a cause of action affecting title or possession of real property.

9 d. **Fourth requirement:** (d) The party who recorded the notice would be injured by any transfer  
10 of an interest in the property before the action is concluded.

11 Plaintiff fails to assert any injury should Paul Salazar transfer the Property before this action is  
12 concluded. Plaintiff will still have all of his causes of action against both parties. Should Plaintiff be  
13 successful on his claims, he'll be awarded the same money judgment regardless of the status of title  
14 to the property.

15  
16 **3. Plaintiff cannot meet the requirements of NRS 14.015(3) to keep the lis pendens  
17 attached to the property.**

18 In addition to the requirements of NRS 14.015(2), NRS 14.015(3) presents additional  
19 requirements to maintain a lis pendens attached to a property:

20 (3)

21 **In addition to the matters enumerated in subsection 2**, the party who recorded the  
22 notice must establish to the satisfaction of the court either:

23 (a) That the party who recorded the notice is likely to prevail in the action; or

24 (b) That the party who recorded the notice has a fair chance of success on the merits in  
25 the action and the injury described in paragraph (d) of subsection 2 would be  
sufficiently serious that the hardship on him or her in the event of a transfer would be



1 greater than the hardship on the defendant resulting from the notice of pendency, and  
2 that if the party who recorded the notice prevails he or she will be entitled to relief  
3 affecting the title or possession of the real property.

4 Plaintiff is not likely to prevail with his breach of contract claims against Paul Salazar. Paul  
5 Salazar did not enter into the contract from which Plaintiff's alleged damages arise. Plaintiffs claim  
6 of conversion of monies by are directed against Pablo Salazar, not Paul Salazar. Paul Salazar never  
7 took or received any money or property from Plaintiff. The Property is in Paul Salazar's name, any  
8 award of damages against Pablo Salazar will not attach to the property.

9  
10 Plaintiff's claimed injuries, being completely monetary in nature, will not be prejudiced by the  
11 removal of the lis pendens. Defendant Paul Salazar on the other hand is now fully unable to complete  
12 the sale of the Property solely as a direct result of the lis pendens wrongfully placed on the same. As  
13 a result of the lis pendens, Paul Salazar injuries and liabilities grow daily.

14  
15 Lastly, even if the Plaintiff is somehow successful in his claims, he will not be entitled to relief  
16 affecting the title or possession of the real property. Plaintiff at most will have an award for monetary  
17 damages completely unrelated to the Property.

### 18 CONCLUSION

19 Plaintiff does not allege any interest in title or possession to Paul Salazar's Property in their  
20 complaint as is required by NRS 14.015(2)(a) The Recording of the lis pendens on the property was  
21 completely improper.

22  
23 This matter is brought in bad faith against Paul Salazar as a simple internet search could have  
24 very easily shown that Pablo Salazar and Paul Salazar are not the same person.

1 Plaintiff will not be injured if Paul Salazar is allowed to continue with the sale of the property as  
2 Plaintiff is only seeking money damages. Plaintiff's claims to money damages are unrelated to title to  
3 or possession of the Property and are not extinguished by the sale.

4 Plaintiff does not have any viable chance of success in their complaint against Paul Salazar as is  
5 required by NRS 14.015(3). Their whole argument is based on the incorrect assumption that Pablo  
6 Salazar and Paul Salazar are the same person. This argument is baseless and has dragged Paul Salazar  
7 into litigation for alleged contractual liability stemming from an agreement he was not a party to and  
8 had no interest in.  
9

10 Lastly, in terms of the statutory bases for a lis pendens, Plaintiff must meet **both** NRS 14.015(2)  
11 and 14.015(3) in order to keep the lis pendens attached to the property. Plaintiff cannot meet either  
12 subsection of the statute, as explained in detail above. Accordingly, the lis pendens should be  
13 expunged and Movant should be awarded the reasonable attorneys fees and costs.  
14

15  
16 Dated this 18<sup>th</sup> Day of March, 2022.

17  
18 /s/ Joshua Dresslove, Esq.  
19 JOSHUA DRESSLOVE ESQ.  
20 Nevada Bar Number 15535  
21 2260 Corporate Circle Ste 480  
22 Henderson, NV 89074  
23  
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Kenly U Garcia, Pro Se  
4820 El Escorial  
Las Vegas, NV 89121  
admin@rezenkowsky.com

- 10 -

# Exhibit 1

1 **MELP**

2 **Bohn Law Firm**

3 Michael Bohn, Esq

4 Nevada Bar Number 1641

5 2260 Corporate Circle Ste 480

6 Henderson, NV 89074

7 [mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)

8 (702) 642-3113

9 Joshua S Dresslove, Esq.,

10 Nevada bar Number 15535

11 [jdresslove@dresslovelaw.com](mailto:jdresslove@dresslovelaw.com)

12 *Counsel for Defendant Paul Salazar*

13 **EIGHTH JUDICIAL DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 KENLY U GARCIA, AN INDAIVIDUAL,

16 Plaintiff,

17 vs.

18 PABLO SALAZAR AKA PAUL SALAZAR, 2330

19 CAPISTRANO (APN 162-11-715-010) las Vegas, Nevada

20 Does I through X,

21 Defendant

Case No.: A-22-849595-C

Dept No: 26

22 **DECLARATION OF PAUL SALAZAR**

23 I Paul Salazar, under penalty of perjury, declare as follows;

- 24 1. Declarant makes this affidavit based on personal knowledge and can testify to all matters
- 25 stated in this affidavit should I be required to do so.
- 26 2. I currently reside in Atlanta Georgia.
- 27 3. I own real property commonly known as 2330 Capistrano Avenue, Las Vegas, Clark
- 28 County, Nevada. ("the Property") Pablo Salazar has no interest in the Property.

- 1 4. I have entered into a Real estate Purchase Agreement to sell the property. The closing date  
2 for the sale was set for March 14, 2022
- 3 5. I am unable to complete the sale of the Property because of the lis pendens recorded  
4 against the property by Kenly U Garcia ("Plaintiff").
- 5 6. As a result of not being able to sell the property, I am in breach of the real estate sales  
6 agreement and liable for damages to the buyer resulting from my breach.
- 7 7. I have never entered into an agreement or contract with Plaintiff nor have I ever been a  
8 party to any agreement with Plaintiff.
- 9 8. I have never taken money from Plaintiff.
- 10 9. I have never offered to repay any debt allegedly owed to Plaintiff with proceeds from the  
11 sale of my home.
- 12 10. Pablo Salazar is my Father. I am not Pablo Salazar.


13 "I declare under penalty of perjury that the foregoing is true and correct"

14 Executed on: 3/17/2022

15 Date

16 Name-Print

17 Signature

18 Paul Salazar 

# Exhibit 2

## CONSENT TO ACT

*This form does not constitute a contract for services nor an agreement to pay compensation.*

**DESCRIPTION OF TRANSACTION:** The real estate transaction is the ☒ sale and purchase; or ☐ lease; of

**Property Address:** 2330 Capistrano AV

LAS VEGAS

NV 89169

In Nevada, a real estate licensee may act for more than one party in a real estate transaction however, before the licensee does so, he or she must obtain the written consent of each party. This form is that consent. Before you consent to having a licensee represent both yourself and the other party, you should read this form and understand it.

**Licensee:** The licensee in this real estate transaction is Mrs. Onairam Valdivieso ("Licensee") whose license number is 61852 and who is affiliated with DH Capital Realty ("Brokerage").

**Seller/Landlord** MARLISIS SALAZAR

PAUL SALAZAR

Print Name

**Buyer/Tenant** [REDACTED]

Print Name

**CONFLICT OF INTEREST:** A licensee in a real estate transaction may legally act for two or more parties who have interests adverse to each other. In acting for these parties, the licensee has a conflict of interest.

**DISCLOSURE OF CONFIDENTIAL INFORMATION:** Licensee will not disclose any confidential information for 1 year after the revocation or termination of any brokerage agreement entered into with a party to this transaction, unless Licensee is required to do so by a court of competent jurisdiction or is given written permission to do so by that party. Confidential information includes, but is not limited to, the client's motivation to purchase, trade or sell, which if disclosed, could harm one party's bargaining position or benefit the other.

**DUTIES OF LICENSEE:** Licensee shall provide you with a "Duties Owed by a Nevada Real Estate Licensee" disclosure form which lists the duties a licensee owes to all parties of a real estate transaction, and those owed to the licensee's client. When representing both parties, the licensee owes the same duties to both seller and buyer. Licensee shall disclose to both Seller and Buyer all known defects in the property, any matter that must be disclosed by law, and any information the licensee believes may be material or might affect Seller's/Landlord's or Buyer's/Tenant's decisions with respect to this transaction.

**NO REQUIREMENT TO CONSENT:** You are not required to consent to this licensee acting on your behalf. You may

- Reject this consent and obtain your own agent,
- Represent yourself,
- Request that the licensee's broker assign you your own licensee.

## CONFIRMATION OF DISCLOSURE AND INFORMATION CONSENT

**BY MY SIGNATURE BELOW, I UNDERSTAND AND CONSENT:** I am giving my consent to have the above identified licensee act for both the other party and me. By signing below, I acknowledge that I understand the ramifications of this consent, and that I acknowledge that I am giving this consent without coercion.

| Receipt of a copy of this list of licensee duties, and have read and understand this disclosure. |                 |                |                     |                   |                |
|--------------------------------------------------------------------------------------------------|-----------------|----------------|---------------------|-------------------|----------------|
| <u>MARLISIS SALAZAR</u>                                                                          | <u>02/04/22</u> | <u>2:47 PM</u> | <u>[REDACTED]</u>   | <u>02/04/2022</u> | <u>2:13 PM</u> |
| <u>PAUL SALAZAR</u>                                                                              | <u>02/04/22</u> | <u>2:33 PM</u> | <u>Buyer/Tenant</u> | <u>Date</u>       | <u>Time</u>    |
| <u>Seller/Landlord</u>                                                                           | <u>Date</u>     | <u>Time</u>    | <u>Buyer/Tenant</u> | <u>Date</u>       | <u>Time</u>    |

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Revised 05/01/05

InstantFORMS





## RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions)

Date: 02/04/22

OLIVIER ARGUELLES ROMERO

("Buyer"), hereby offers to purchase

2330 Capistrano AV

("Property"),

within the city or unincorporated area of LASVEGAS, County of CLARK,

State of Nevada, Zip 89169 A.P.N. # 162-11-715-010 for the purchase price of

\$ 395,000.00 (Three Hundred Ninety-Five Thousand dollars) ("Purchase Price")

on the terms and conditions contained herein: BUYER ☒ does -OR- ☐ does not intend to occupy the Property as a residence.

### Buyer's Offer

#### 1. FINANCIAL TERMS & CONDITIONS:

\$ 2,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is ☐ presented with this offer -OR- ☒ CASHIER CHECK. Upon Acceptance, Earnest Money to be deposited within one (1) business day from acceptance of offer (as defined in Section 23 herein) -OR- business days if wired to: ☒ Escrow Holder, ☐ Buyer's Broker's Trust Account, -OR- ☐ Seller's Broker's Trust Account. (NOTE: It is a felony in the State of Nevada—punishable by up to four years in prison and a \$5,000 fine—to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ 0.00 B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) . The additional deposit ☐ will -OR- ☐ will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 29 herein.)

\$ 381,175.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN: ☐ Conventional, ☒ FHA, ☐ VA, ☐ Other (specify) .

\$ 0.00 D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S): ☐ Conventional, ☐ FHA, ☐ VA, ☐ Other (specify) . Interest: ☐ Fixed rate, years - OR - ☐ Adjustable Rate, years. Seller further agrees to provide the Promissory Note and the most recent monthly statement of all loans to be assumed by Buyer within FIVE (5) calendar days of acceptance of offer.

\$ 0.00 E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN THE "FINANCING ADDENDUM" which is attached hereto.

\$ 11,825.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 395,000.00 G. TOTAL PURCHASE PRICE (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): OLIVIER ARGUELLES ROMERO

BUYER(S) INITIALS: OAR

Property Address: 2330 Capistrano AV

SELLER(S) INITIALS: MS PS

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**2. ADDITIONAL FINANCIAL TERMS & CONTINGENCIES:**

**A. NEW LOAN APPLICATION:** Within DONE business days of Acceptance, Buyer agrees to (1) submit a completed loan application to a lender of Buyer's choice and (2) furnish a preapproval letter to Seller based upon a standard factual credit report and review of debt-to-income ratios. If Buyer fails to complete any of these conditions within the applicable time frame, Seller reserves the right to terminate this Agreement. In such event, both parties agree to cancel the escrow and return EMD to Buyer. Buyer shall use Buyer's best efforts to obtain financing under the terms and conditions outlined in this Agreement.

**B. APPRAISAL CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon the property appraising for not less than the Purchase Price. If after the completion of an appraisal by a licensed appraiser, Buyer receives written notice from the lender or the appraiser that the Property has appraised for less than the purchase price (a "Notice of Appraised Value") Buyer may attempt to renegotiate or cancel the RPA by providing written notice to the Seller (with a copy of the Appraisal) no later than 17 calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Appraisal Deadline, Buyer shall be deemed to have waived the appraisal contingency.**

**C. LOAN CONTINGENCY:** Buyer's obligation to purchase the property is contingent upon Buyer obtaining the loan referenced in Section 1(C) or 1(D) of the RPA unless otherwise agreed in writing. Buyer shall remove the loan contingency in writing, attempt to renegotiate, or cancel the RPA by providing written notice to the Seller no later than 25 calendar days following the date of Acceptance of the RPA; whereupon the EMD shall be released to the Buyer without the requirement of written authorization from Seller. **IF this Residential Purchase Agreement is not cancelled, in writing on or before the Loan Contingency Deadline, Buyer shall be deemed to have waived the loan contingency.**

**D. CASH PURCHASE:** Within N/A business days of Acceptance, Buyer agrees to provide written evidence from a bona fide financial institution of sufficient cash available to complete this purchase. If Buyer does not submit the written evidence within the above period, Seller reserves the right to terminate this Agreement.

**3. SALE OF OTHER PROPERTY:**

**A.** This Agreement is NOT contingent upon the sale of any property owned by the Buyer. **-OR-**

**B.** ☒ (if checked): The attached Contingent Upon Sale Addendum is hereby incorporated into this agreement.

**4. FIXTURES AND PERSONAL PROPERTY:** The following items will be transferred, free of liens, with the sale of the Property with no real value unless stated otherwise herein. Unless an item is covered under Section 7(F) of this Agreement, all items are transferred in an "AS IS" condition. All EXISTING fixtures and fittings including, but not limited to: electrical, mechanical, lighting, plumbing and heating fixtures, ceiling fan(s), fireplace insert(s), gas logs and grates, solar power system(s), built-in appliance(s) including ranges/ovens, window and door screens, awnings, shutters, window coverings, attached floor covering(s), television antenna(s), satellite dish(es), private integrated telephone systems, air coolers/conditioner(s), pool/spa equipment, garage door opener(s)/remote control(s), mailbox, in-ground landscaping, trees/shrub(s), water softener(s), water purifiers, security systems/alarm(s).

The following additional items of personal property are also included:

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): \_\_\_\_\_

BUYER(S) INITIALS:

OAR

Property Address: 2330 Capistrano AV

SELLER(S) INITIALS:

MS

PS

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**5. ESCROW:**

**A. OPENING OF ESCROW:** The purchase of the Property shall be consummated through Escrow ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after Acceptance of this Agreement ("Opening of Escrow"), at WFG NATIONAL TITLE title or escrow company ("Escrow Company" or "ESCROW HOLDER") with MARIA CHEWJALEARN ("Escrow Officer") (or such other escrow officer as Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted Agreement. ESCROW HOLDER is instructed to notify the Parties (through their respective Agents) of the opening date and the Escrow Number.

**B. EARNEST MONEY:** Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of this Agreement, shall be deposited pursuant to the language in Section 1(A) and 1(B) if applicable.

**C. CLOSE OF ESCROW:** Close of Escrow ("COE") shall be on or before 03/14/22 (date). If the designated date falls on a weekend or holiday, COE shall be the next business day.

**D. IRS DISCLOSURE:** Seller is hereby made aware that there is a regulation that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by federal law.

**6. TITLE INSURANCE:** This Purchase Agreement is contingent upon the Seller's ability to deliver, good and marketable title as evidenced by a policy of title insurance, naming Buyer as the insured in an amount equal to the purchase price, furnished by the title company identified in Section 5(A). Said policy shall be in the form necessary to effectuate marketable title or its equivalent and shall be paid for as set forth in Section 8(A).

**7. BUYER'S DUE DILIGENCE:** Buyer's obligation ☒ is -OR- ☐ is not conditioned on the Buyer's Due Diligence as defined in this section 7(A) below. This condition is referred to as the "Due Diligence Condition" if checked in the affirmative, Sections 7 (A) through (C) shall apply; otherwise, they do not. Buyer shall have 10 calendar days following the date of Acceptance of the RPA (as defined in Section 23 herein) to complete Buyer's Due Diligence. Seller agrees to cooperate with Buyer's Due Diligence. Seller shall ensure that all necessary utilities (gas, power and water) and all operable pilot lights are on for Buyer's investigations and through the close of escrow.

**A. PROPERTY INSPECTION/CONDITION:** During the Due Diligence Period, Buyer shall take such action as Buyer deems necessary to determine whether the Property is satisfactory to Buyer including, but not limited to, whether the Property is insurable to Buyer's satisfaction, whether there are unsatisfactory conditions surrounding or otherwise affecting the Property (such as location of flood zones, airport noise, noxious fumes or odors, environmental substances or hazards, whether the Property is properly zoned, locality to freeways, railroads, places of worship, schools, golf courses, etc.) or any other concerns Buyer may have related to the Property. During such Period, Buyer shall have the right to conduct, non-invasive/ non-destructive inspection of all structural, roofing, mechanical, electrical, plumbing, heating/air conditioning, water/well/septic, pool/spa, survey, square footage, and any other property or systems, through licensed and bonded contractors or other qualified professionals. Seller agrees to provide reasonable access to the Property to Buyer and Buyer's inspectors. Buyer agrees to indemnify and hold Seller harmless with respect to any injuries suffered by Buyer or third parties present at Buyer's request while on Seller's Property conducting such inspections, tests or walk-throughs. Buyer's indemnity shall not apply to any injuries suffered by Buyer or third parties present at Buyer's request that are the result of an intentional tort, gross negligence or any misconduct or omission by Seller, Seller's Agent or other third parties on the Property. Buyer is advised to consult with appropriate professionals regarding neighborhood or Property conditions, including but not limited to: schools; proximity and adequacy of law enforcement; proximity to commercial, industrial, or agricultural activities; crime statistics; fire protection; other governmental services; existing and proposed transportation; construction and development; noise or odor from any source; and other nuisances, hazards or circumstances. If Buyer cancels this Agreement due to a specific inspection report, Buyer shall provide Seller at the time of cancellation with a copy of the report containing the name, address, and telephone number of the inspector.

**B. BUYER'S RIGHT TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 7, cancel the Residential Purchase Agreement by providing written notice to the Seller, whereupon the Earnest Money Deposit referenced in Section 1(A) shall be released to the Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 7, resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

**C. FAILURE TO CANCEL OR RESOLVE OBJECTIONS:** If Buyer fails to cancel the Residential Purchase Agreement or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 7, Buyer shall be deemed to have waived the Due Diligence Condition.

BUYER(S) INITIALS: OAR / /

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): [REDACTED]

BUYER(S) INITIALS: OAR / /

Property Address: 2330 Capistrano AV

SELLER(S) INITIALS: MS PS / /

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**D. INSPECTIONS:** Acceptance of this offer is subject to the following reserved right. Buyer may have the Property inspected and select the licensed contractors, certified building inspectors and/or other qualified professionals who will inspect the Property. Seller will ensure that necessary utilities (gas, power and water and all operable pilot lights) are turned on and supplied to the Property within two (2) business days after Acceptance of this Agreement, to remain on until COE. *It is strongly recommended that Buyer retain licensed Nevada professionals to conduct inspections.* If any inspection is not completed and requested repairs are not delivered to Seller within the Due Diligence Period, Buyer is deemed to have waived the right to that inspection and Seller's liability for the cost of all repairs that inspection would have reasonably identified had it been conducted, except as otherwise provided by law. The foregoing expenses for inspections will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE, along with the applicable invoice. (Identify which party shall pay for the inspection noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

| Type                    | Paid By | Type                          | Paid By | Type                                   | Paid By |
|-------------------------|---------|-------------------------------|---------|----------------------------------------|---------|
| Energy Audit            | Waived  | Fungal Contaminant Inspection | Waived  | Well Inspection (Quantity)             | N/A     |
| Home Inspection         | Buyer   | Mechanical Inspection         | Waived  | Well Inspection (Quality)              | N/A     |
| Termite/Pest Inspection | Waived  | Pool/Spa Inspection           | Buyer   | Wood-Burning Device/Chimney Inspection | N/A     |
| Roof Inspection         | Waived  | Soils Inspection              | N/A     | Septic Inspection                      | N/A     |
| Septic Lid Removal      | N/A     | Septic Pumping                | N/A     | Structural Inspection                  | Waived  |
| Survey (type):          | N/A     | Elevator:                     | N/A     | Other:                                 | N/A     |

**E. CERTIFICATIONS:** In the event an inspection reveals areas of concern with the roof, septic system, well, wood burning device/chimney or the possible presence of a fungal contaminant, Buyer reserves the right to require a certification. The expenses for certifications will be paid outside of Escrow unless the Parties present instructions to the contrary prior to COE (along with the applicable invoice). A certification is not a warranty.

**F. BUYER'S REQUEST FOR REPAIRS:** It is Buyer's responsibility to inspect the Property sufficiently as to satisfy Buyer's use. Buyer reserves the right to request repairs, based upon the Seller's Real Property Disclosure or items which materially affect value or use of the Property revealed by an inspection, certification or appraisal. Items of a general maintenance or cosmetic nature which do not materially affect value or use of the Property, which existed at the time of Acceptance and which are not expressly addressed in this Agreement are deemed accepted by the Buyer, except as otherwise provided in this Agreement. The Brokers herein have no responsibility to assist in the payment of any repair, correction or deferred maintenance on the Property which may have been revealed by the above inspections, agreed upon by the Buyer and Seller or requested by one party.

**8. FEES, AND PRORATIONS** (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

**A. TITLE, ESCROW & APPRAISAL FEES:**

| Type                       | Paid By | Type                  | Paid By | Type                 | Paid By |
|----------------------------|---------|-----------------------|---------|----------------------|---------|
| Escrow Fees                | 50/50   | Lender's Title Policy | Buyer   | Owner's Title Policy | Seller  |
| Real Property Transfer Tax | Seller  | Appraisal             | Buyer   | Other:               | N/A     |

**B. PRORATIONS:** Any and all rents, taxes, interest, homeowner association fees, trash service fees, payments on bonds, SIDs, LIDs, and assessments assumed by the Buyer, and other expenses of the property shall be prorated as of the date of the recordation of the deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to the Buyer. All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures available at closing. Any supplements or adjustments that occur after COE will be handled by the parties outside of Escrow.

**C. PRELIMINARY TITLE REPORT:** Within ten (10) business days of Opening of Escrow, Title Company shall provide Buyer with a Preliminary Title Report ("PTR") to review, which must be approved or rejected within five (5) business days of receipt thereof. If Buyer does not object to the PTR within the period specified above, the PTR shall be deemed accepted. If Buyer makes an objection to any item(s) contained within the PTR, Seller shall have five (5) business days after receipt of objections to correct or address the objections. If, within the time specified, Seller fails to have each such exception removed or to correct each such objection, Buyer shall have the option to: (a) terminate this Agreement by providing notice to Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): \_\_\_\_\_

BUYER(S) INITIALS: OAR

Property Address: 2330 Capistrano AV

SELLER(S) INITIALS: MS PS

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Seller and Escrow Officer, entitling Buyer to a refund of the EMD or (b) elect to accept title to the Property as is. All title exceptions approved or deemed accepted are hereafter collectively referred to as the "Permitted Exceptions."

**D. CLOSING FEES:** In addition to Seller's expenses identified herein, Seller will contribute \$ 0.00 to Buyer's Lender's Fees ☐ including -OR- ☐ excluding costs which Seller must pay pursuant to loan program requirements, Title and Escrow Fees and/or Buyer's reoccurring and non-reoccurring closing fees that may include brokerage Commissions not covered as part of the cooperation offered but not limited to. Different loan types (e.g., FHA, VA, conventional) have different appraisal and financing requirements, which will affect the parties' rights and costs under this Agreement.

**E. HOME PROTECTION PLAN:** Buyer and Seller acknowledge that they have been made aware of Home Protection Plans that provide coverage to Buyer after COE. Buyer ☐ waives -OR- ☒ requires a Home Protection Plan with **ACCLAIMED**. ☐ Seller -OR- ☒ Buyer will pay for the Home Protection Plan at a price not to exceed \$ 475.00. Buyer will order the Home Protection Plan. Neither Seller nor Brokers make any representation as to the extent of coverage or deductibles of such plans.

**9. TRANSFER OF TITLE:** Upon COE, Buyer shall tender to Seller the agreed upon Purchase Price, and Seller shall tender to Buyer marketable title to the Property free of all encumbrances other than (1) current real property taxes, (2) covenants, conditions and restrictions (CC&R's) and related restrictions, (3) zoning or master plan restrictions and public utility easements; and (4) obligations assumed, and encumbrances accepted by Buyer prior to COE. Buyer is advised the Property may be reassessed after COE which may result in a real property tax increase or decrease.

**10. COMMON-INTEREST COMMUNITIES:** If the Property is subject to a Common Interest Community ("CIC"), Seller shall provide AT SELLER'S EXPENSE the CIC documents as required by NRS 116.4109 (collectively, the "resale package"). Seller shall request the resale package within two (2) business days of Acceptance and provide the same to Buyer within one (1) business day of Seller's receipt thereof.

- Pursuant to NRS 116.4109, Buyer may cancel this Agreement without penalty until midnight of the fifth (5th) calendar day following the date of receipt of the resale package. If Buyer elects to cancel this Agreement pursuant to this statute, he/she must deliver, via hand delivery, prepaid U.S. mail, or electronic transmission, a written notice of cancellation to Seller or his or her authorized agent.
- If Buyer does not receive the resale package within fifteen (15) calendar days of Acceptance, this Agreement may be cancelled in full by Buyer without penalty. Notice of cancellation shall be delivered pursuant to Section 24 of the RPA.
- Upon such written cancellation, Buyer shall promptly receive a refund of the EMD. The parties agree to execute any documents requested by ESCROW HOLDER to facilitate the refund. If written cancellation is not received within the specified time period, the resale package will be deemed approved. Seller shall pay all outstanding CIC fines or penalties at COE.

**A. CIC RELATED EXPENSES:** (Identify which party shall pay the costs noted below either: SELLER, BUYER, 50/50, WAIVED or N/A.)

| Type       | Paid By | Type                     | Paid By | Type                       | Paid By |
|------------|---------|--------------------------|---------|----------------------------|---------|
| CIC Demand | N/A     | CIC Capital Contribution | N/A     | CIC Transfer Fee/Setup Fee | N/A     |
|            |         |                          |         |                            |         |

**11. DISCLOSURES:** Within five (5) calendar days of Acceptance of this Agreement, Seller will provide the following Disclosures and/or documents. Check applicable boxes.

- ☒ Seller Real Property Disclosure Form: (NRS 113.130)
- ☐ Open Range Disclosure: (NRS 113.065)
- ☐ Construction Defect Claims Disclosure: If Seller has marked "Yes" to Paragraph 1(d) of the Sellers Real Property Disclosure Form (NRS 40.688)
- ☒ Lead-Based Paint Disclosure and Acknowledgment: required if constructed before 1978 (24 CFR 745.113)
- ☐ "Hey...." It's A Smart Home Disclosure
- ☐ Other: (list) \_\_\_\_\_

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): \_\_\_\_\_

BUYER(S) INITIALS: OAR

Property Address: 2330 Capistrano AV

SELLER(S) INITIALS: MS PS

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**12. FEDERAL FAIR HOUSING COMPLIANCE AND DISCLOSURES:** All properties are offered without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

**13. WALK-THROUGH INSPECTION OF PROPERTY:** Buyer is entitled under this Agreement to a walk-through of the Property within 2 calendar days prior to COE to ensure the Property and all major systems, appliances, heating/cooling, plumbing and electrical systems and mechanical fixtures are as stated in Seller's Real Property Disclosure Statement, and that the Property and improvements are in the same general condition as when this Agreement was Accepted by Seller and Buyer. To facilitate Buyer's walk-through, Seller is responsible for keeping all necessary utilities on, including all operable pilot lights. If any systems cannot be checked by Buyer on walk-through due to non-access or no power/gas/water, then Buyer reserves the right to hold Seller responsible for defects which could not be detected on walk-through because of lack of such access or power/gas/water. The purpose of the walk-through is to confirm (a) the Property is being maintained (b) repairs, if any, have been completed as agreed, and (c) Seller has complied with Seller's other obligations. **If Buyer elects not to conduct a walk-through inspection prior to COE, then all systems, items and aspects of the Property are deemed satisfactory, and Buyer releases Seller's liability for costs of any repair that would have reasonably been identified by a walk-through inspection, except as otherwise provided by law.**

**14. DELIVERY OF POSSESSION:** Seller shall deliver the Property along with any keys, alarm codes, garage door opener/controls and, if freely transferable, parking permits and gate transponders outside of Escrow, upon COE. Seller agrees to vacate the Property and leave the Property in a neat and orderly, broom-clean condition and tender possession no later than ☒ **COE -OR-** \_\_\_\_\_. In the event Seller does not vacate the Property by this time, Seller shall be considered a trespasser in addition to Buyer's other legal and equitable remedies. Any personal property left on the Property after the date indicated in this section shall be considered abandoned by Seller.

**15. RISK OF LOSS:** Risk of loss shall be governed by NRS 113.040. This law provides generally that if all or any material part of the Property is destroyed before transfer of legal title or possession, Seller cannot enforce the Agreement and Buyer is entitled to recover any portion of the sale price paid. If legal title or possession has transferred, risk of loss shall shift to Buyer.

**16. ASSIGNMENT OF THIS AGREEMENT:** Unless otherwise stated herein, this Agreement is non-assignable unless agreed upon in writing by all parties.

**17. CANCELLATION OF AGREEMENT:** In the event this Agreement is properly cancelled in accordance with the terms contained herein, then Buyer will be entitled to a refund of the EMD. Neither Buyer nor Seller will be reimbursed for any expenses incurred in conjunction with due diligence, inspections, appraisals or any other matters pertaining to this transaction (unless otherwise provided herein or except as otherwise provided by law).

**18. DEFAULT:**

**A. MEDIATION:** Before any legal action is taken to enforce any term or condition under this Agreement, the parties agree to engage in mediation, a dispute resolution process, through a mediator mutually agreed upon by the parties. Mediation fees, if any, shall be divided equally among the parties involved. Notwithstanding the foregoing, in the event the Buyer finds it necessary to file a claim for specific performance, this section shall not apply. Each party is encouraged to have an independent lawyer of their choice review this mediation provision before agreeing thereto. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

BUYER(S) INITIALS: OAR / \_\_\_\_\_ / \_\_\_\_\_ SELLER(S) INITIALS: MS PS / \_\_\_\_\_ / \_\_\_\_\_

**B. IF SELLER DEFAULTS:** If Seller defaults in performance under this Agreement, Buyer reserves all legal and/or equitable rights (such as specific performance) against Seller, and Buyer may seek to recover Buyer's actual damages incurred by Buyer due to Seller's default.

**C. IF BUYER DEFAULTS:** If Buyer defaults in performance under this Agreement, as Seller's sole legal recourse, Seller may retain, as liquidated damages, the EMD. In this respect, the Parties agree that Seller's actual damages would be difficult to measure and that the EMD is in fact a reasonable estimate of the damages that Seller would suffer as a result of Buyer's default. Seller understands that any additional deposit not considered part of the EMD in Section 1(B) herein will be immediately released by ESCROW HOLDER to Buyer.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): \_\_\_\_\_

BUYER(S) INITIALS: OAR / \_\_\_\_\_ / \_\_\_\_\_

Property Address: 2330 Capistrano AV

SELLER(S) INITIALS: MS PS / \_\_\_\_\_ / \_\_\_\_\_

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## Instructions to Escrow

19. **ESCROW:** If this Agreement or any matter relating hereto shall become the subject of any litigation or controversy, Buyer and Seller agree, jointly and severally, to hold ESCROW HOLDER free and harmless from any loss or expense, except losses or expenses as may arise from ESCROW HOLDER'S negligence or willful misconduct. If conflicting demands are made or notices served upon ESCROW HOLDER with respect to this Agreement, the parties expressly agree that Escrow is entitled to file a suit in interpleader and obtain an order from the Court authorizing ESCROW HOLDER to deposit all such documents and monies with the Court and obtain an order from the Court requiring the parties to interplead and litigate their several claims and rights among themselves. Upon the entry of an order authorizing such Interpleader, ESCROW HOLDER shall be fully released and discharged from any obligations imposed upon it by this Agreement; and ESCROW HOLDER shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of Buyer or Seller to comply with any of the provisions of any agreement, contract or other instrument filed with ESCROW HOLDER or referred to herein. ESCROW HOLDER'S duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as ESCROW HOLDER, and for their disposition in accordance with the terms of this Agreement. In the event an action is instituted in connection with this escrow, in which ESCROW HOLDER is named as a party or is otherwise compelled to make an appearance, all costs, expenses, attorney fees, and judgments ESCROW HOLDER may expend or incur in said action, shall be the responsibility of the parties hereto.

20. **UNCLAIMED FUNDS:** In the event that funds from this transaction remain in an account, held by ESCROW HOLDER, for such a period of time that they are deemed "abandoned" under the provisions of Chapter 120A of the Nevada Revised Statutes, ESCROW HOLDER is hereby authorized to impose a charge upon the dormant escrow account. Said charge shall be no less than \$5.00 per month and may not exceed the highest rate of charge permitted by statute or regulation. ESCROW HOLDER is further authorized and directed to deduct the charge from the dormant escrow account for as long as the funds are held by ESCROW HOLDER.

## Brokers

21. **BROKER'S COMPENSATION/FEES:** Buyer herein requires, and Seller agrees, as a condition of this Agreement, that Seller will pay Listing Broker and Buyer's Broker, who becomes by this clause a third-party beneficiary to this Agreement, that certain sum and/or percentage of the Purchase Price (commission), that Seller, or Seller's Broker, offered for the procurement of ready, willing and able Buyer via the Multiple Listing Service, any other advertisement or written offer. Seller understands and agrees that if Seller defaults hereunder, Buyer's Broker, as a third-party beneficiary of this Agreement, has the right to pursue all legal recourse against Seller for any commission due. In addition to any amount due to Buyer's Broker from Seller or Seller's Broker, Buyer ☒ will ~~OR~~ ☐ will not pay Buyer's Broker additional compensation in an amount determined between the Buyer and Buyer's Broker.

22. **HOLD HARMLESS AND WAIVER OF CLAIMS:** Buyer and Seller agree that they are not relying upon any representations made by Brokers or Broker's agent. Buyer acknowledges that at COE, the Property will be sold AS-IS, WHERE-IS without any representations or warranties, unless expressly stated herein. Buyer agrees to satisfy himself/herself, as to the condition of the Property, prior to COE. Buyer acknowledges that any statements of acreage or square footage by Brokers are simply estimates, and Buyer agrees to make such measurements, as Buyer deems necessary, to ascertain actual acreage or square footage. Buyer waives all claims against Brokers or their agents for (a) defects in the Property; (b) inaccurate estimates of acreage or square footage; (c) environmental waste or hazards on the Property; (d) the fact that the Property may be in a flood zone; (e) the Property's proximity to freeways, airports or other nuisances; (f) the zoning of the Property; (g) tax consequences; or (h) factors related to Buyer's failure to conduct walk-throughs or inspections. Buyer assumes full responsibility for the foregoing and agrees to conduct such tests, walk-throughs, inspections and research, as Buyer deems necessary. In any event, Broker's liability is limited, under any and all circumstances, to the amount of that Broker's commission/fee received in this transaction.

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): \_\_\_\_\_

BUYER(S) INITIALS: OR \_\_\_\_\_

Property Address: 2330 Capistrano AV

SELLER(S) INITIALS: MS PS \_\_\_\_\_

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## Other Matters

**23. DEFINITIONS:** "Acceptance" means the date that both parties have consented to a final, binding contract by affixing their signatures to this Agreement and all counteroffers and said Agreement and all counteroffers have been delivered to both parties pursuant to Section 24 herein. "Agent" means a licensee working under a Broker or licensees working under a developer. "Agreement" includes this document as well as all accepted counteroffers and addenda. "Appraisal" means a written appraisal or Notice of Value as required by any lending institution prepared by a licensed or certified professional. "Bona Fide" means genuine. "Buyer" means one or more individuals or the entity that intends to purchase the Property. "Broker" means the Nevada licensed real estate broker listed herein representing Seller and/or Buyer (and all real estate agents associated therewith). "Business Day" excludes Saturdays, Sundays, and legal holidays. "Calendar Day" means a calendar day from/to midnight unless otherwise specified. "CFR" means the Code of Federal Regulations. "CIC" means Common Interest Community (formerly known as "HOA" or homeowners associations). "CIC Capital Contribution" means a one-time non-administrative fee, cost or assessment charged by the CIC upon change of ownership. "CIC Transfer Fees" means the administrative service fee charged by a CIC to transfer ownership records. "Close of Escrow (COE)" means the time of recordation of the deed in Buyer's name. "Default" means the failure of a Party to observe or perform any of its material obligations under this Agreement. "Delivered" means personally delivered to Parties or respective Agents, transmitted by facsimile machine, electronic means, overnight delivery, or mailed by regular mail. "Down Payment" is the Purchase Price less loan amount(s). "EMD" means Buyer's earnest money deposit. "Escrow Holder" means the neutral party that will handle the closing. "FHA" is the U.S. Federal Housing Administration. "GLVAR" means the Greater Las Vegas Association of REALTORS®. "Good Funds" means an acceptable form of payment determined by ESCROW HOLDER in accordance with NRS 645A.171. "IRC" means the Internal Revenue Code (tax code). "LID" means Limited Improvement District. "N/A" means not applicable. "NAC" means Nevada Administrative Code. "NRS" means Nevada Revised Statutes as Amended. "Party" or "Parties" means Buyer and Seller. "PITI" means principal, interest, taxes, and hazard insurance. "PMI" means private mortgage insurance. "PST" means Pacific Standard Time and includes daylight savings time if in effect on the date specified. "PTR" means Preliminary Title Report. "Property" means the real property and any personal property included in the sale as provided herein. "Receipt" means delivery to the party or the party's agent. "RPA" means Residential Purchase Agreement. "Seller" means one or more individuals or the entity that is the owner of the Property. "SID" means Special Improvement District. "Title Company" means the company that will provide title insurance. "USC" is the United States Code. "VA" is the Veterans Administration.

## 24. SIGNATURES, DELIVERY, AND NOTICES:

**A.** This Agreement may be signed by the parties on more than one copy, which, when taken together, each signed copy shall be read as one complete form. This Agreement (and documents related to any resulting transaction) may be signed by the parties manually or digitally. Facsimile signatures may be accepted as original.

**B.** When a Party wishes to provide notice as required in this Agreement, such notice shall be sent regular mail, personal delivery, overnight delivery, by facsimile, and/or by electronic transmission to the Agent for that Party. The notification shall be effective when postmarked, received, faxed, delivery confirmed, and/or read receipt confirmed in the case of email. Delivery of all instruments or documents associated with this Agreement shall be delivered to the Agent for Seller or Buyer if represented. Any cancellation notice shall be contemporaneously delivered to Escrow in the same manner.

**25. IRC 1031 EXCHANGE:** Seller and/or Buyer may make this transaction part of an IRC 1031 exchange. The party electing to make this transaction part of an IRC 1031 exchange will pay all additional expenses associated therewith, at no cost to the other party. The other party agrees to execute any and all documents necessary to effectuate such an exchange.

**26. HUD/VA/FHA ESCAPE CLAUSE:** "It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not be obligated to complete the purchase of the property described herein or incur any penalty by forfeiture of earnest money or otherwise unless the purchaser has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the property of not less than the agreed upon contract purchase price. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure or percent the Department of Veterans Affairs will guarantee."

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): \_\_\_\_\_

BUYER(S) INITIALS: OAR

Property Address: 2330 Capistrano AV

SELLER(S) INITIALS: MS PS

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HUI/FHA or VA does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

**27. OTHER ESSENTIAL TERMS:** Time is of the essence. No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and signed by each party. This Agreement will be binding upon the heirs, beneficiaries and devisees of the parties hereto. This Agreement is executed and intended to be performed in the State of Nevada, and the laws of that state shall govern its interpretation and effect. The parties agree that the county and state in which the Property is located is the appropriate forum for any action relating to this Agreement. Should any party hereto retain counsel for the purpose of initiating litigation to enforce or prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorney's fees and costs incurred by such prevailing party.

**THIS IS A LEGALLY BINDING CONTRACT.** All parties are advised to seek independent legal and tax advice to review the terms of this Agreement.

THIS FORM HAS BEEN APPROVED BY THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

**28. ADDENDUM(S) ATTACHED:**

**29. ADDITIONAL TERMS:**

BUYER WILL PAY UP TO \$15,000.00 ABOVE THE APPRAISAL DIFFERENCE IF VALUE COMES LOWER THAN PURCHASE PRICE .

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): \_\_\_\_\_

BUYER(S) INITIALS:

Property Address: 2330 Capistrano AV

SELLER(S) INITIALS:

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onyrealtor@gmail.com

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## Buyer's Acknowledgement of Offer

**Confirmation of Representation:** The Buyer is represented in this transaction by:

|                                          |                                             |
|------------------------------------------|---------------------------------------------|
| Buyer's Broker: <u>DAGOBERTO HIDALGO</u> | Agent's Name: <u>Onairam Valdivieso</u>     |
| Company Name: <u>DH Capital Realty</u>   | Agent's License Number: <u>61852</u>        |
| Broker's License Number: <u>52087</u>    | Office Address: <u>1325 S Eastern Ave</u>   |
| Phone: <u>7022277171</u>                 | City, State, Zip: <u>Las Vegas NV 89104</u> |
| Fax: <u>702-227-7209</u>                 | Email: <u>onyrealtor@gmail.com</u>          |

**BUYER LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ DOES NOT have an interest in a principal to the transaction. -OR- ☐ DOES have the following interest, direct or indirect, in this transaction: ☐ Principal (Buyer) -OR- ☐ family or firm relationship with Buyer or ownership interest in Buyer (if Buyer is an entity): (specify relationship) \_\_\_\_\_

Seller must respond by: 5:00 ☐ AM ☒ PM on (month) February, (day) 7th, (year) 2022. Unless this Agreement is accepted, rejected or countered below and delivered to the Buyer's Broker before the above date and time, this offer shall lapse and be of no further force and effect. Upon Acceptance, Buyer agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

|                                                                                                                      |                                                                                                                                                              |                                                                                                          |                                                                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Buyer's Signature _____<br><br>Buyer's Signature _____<br><br>Buyer's Signature _____<br><br>Buyer's Signature _____ | OLIVIER ARGUELLES ROMERO<br>Buyer's Printed Name _____<br><br>Buyer's Printed Name _____<br><br>Buyer's Printed Name _____<br><br>Buyer's Printed Name _____ | 02/04/2022 14:13<br>Date Time _____<br><br>Date Time _____<br><br>Date Time _____<br><br>Date Time _____ | <input type="checkbox"/> AM <input type="checkbox"/> PM<br><br><input type="checkbox"/> AM <input type="checkbox"/> PM<br><br><input type="checkbox"/> AM <input type="checkbox"/> PM<br><br><input type="checkbox"/> AM <input type="checkbox"/> PM |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): \_\_\_\_\_ BUYER(S) INITIALS: OAR

Property Address: 2330 Capistrano AV SELLER(S) INITIALS: MS PS

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## Seller's Response

**Confirmation of Representation:** The Seller is represented in this transaction by:

Seller's Broker: DAGOBERTO HIDALGO  
 Company Name: DH Capital Realty  
 Broker's License Number: 52087  
 Phone: 702-241-4761  
 Fax: 702-227-7209

Agent's Name: Onairam Valdivieso  
 Agent's License Number: S.0061852  
 Office Address: 1325 S Eastern Ave  
 City, State, Zip: Las Vegas  
 Email: onyrealtor@gmail.com

**SELLER LICENSEE DISCLOSURE OF INTEREST:** Pursuant to NRS 645.252(1)(c), a real estate licensee must disclose if he/she is a principal in a transaction or has an interest in a principal to the transaction. Licensee declares that he/she:

☒ **DOES NOT** have an interest in a principal to the transaction. -OR- ☐ **DOES** have the following interest, direct or indirect, in this transaction: ☐ Principal (Seller) -OR- ☐ family or firm relationship with Seller or ownership interest in Seller (if Seller is an entity): (specify relationship) \_\_\_\_\_

☐ **FIRPTA:** If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and deliver to Buyer's FIRPTA Designee a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a foreign person under FIRPTA. Additional information for determining status may be found at [www.irs.gov](http://www.irs.gov). Buyer and Seller understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by Buyer's FIRPTA Designee in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the Buyer's FIRPTA Designee the necessary documents, to be provided by the Buyer's FIRPTA Designee, to determine if withholding is required. (See 26 USC Section 1445).

SELLER DECLARES that he/she ☒ is not ☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding. SELLER(S) INITIALS: MS PS / \_\_\_\_\_ / \_\_\_\_\_

☒ **ACCEPTANCE:** Seller(s) acknowledges that he/she accepts and agrees to be bound by each provision of this Agreement, and all signed addenda, disclosures, and attachments.

☐ **COUNTER OFFER:** Seller accepts the terms of this Agreement subject to the attached Counter Offer #1.

☐ **REJECTION:** In accordance with NAC 645.632, Seller hereby informs Buyer the offer presented herein is not accepted.

|                          |                             |            |            |                                                               |
|--------------------------|-----------------------------|------------|------------|---------------------------------------------------------------|
| Seller's Signature _____ | Seller's Printed Name _____ | Date _____ | Time _____ | _____ <input type="checkbox"/> AM <input type="checkbox"/> PM |
| Seller's Signature _____ | Seller's Printed Name _____ | Date _____ | Time _____ | _____ <input type="checkbox"/> AM <input type="checkbox"/> PM |
| Seller's Signature _____ | Seller's Printed Name _____ | Date _____ | Time _____ | _____ <input type="checkbox"/> AM <input type="checkbox"/> PM |
| Seller's Signature _____ | Seller's Printed Name _____ | Date _____ | Time _____ | _____ <input type="checkbox"/> AM <input type="checkbox"/> PM |

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name(s): \_\_\_\_\_

BUYER(S) INITIALS: OAR

Property Address: 2330 Capistrano AV

SELLER(S) INITIALS: MS PS

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# Exhibit 3

Home (/AcclaimWeb/) &gt; Search (/AcclaimWeb/Search) &gt; Search Type Parcel (/AcclaimWeb/Search/SearchTypeParcel)

## Parcel #

|                                      |                                                   |                                       |  |
|--------------------------------------|---------------------------------------------------|---------------------------------------|--|
| Parcel #                             | <input type="text" value="162-11-715-010"/>       |                                       |  |
| Date Range                           | Specific Date Range ▼                             |                                       |  |
| From Date                            | <input type="text" value="04/03/1905"/>           |                                       |  |
| To Date                              | <input type="text" value="03/17/2022"/>           |                                       |  |
| Select DocTypes...                   |                                                   |                                       |  |
| Document Type                        | <input type="text" value="Document Type Groups"/> |                                       |  |
| <input type="button" value="Reset"/> |                                                   | <input type="button" value="Search"/> |  |

## Help

## Parcel Number

Parcel #: Enter the specific legal parcel, such as 176-15-301-024

Parcel #: Use this to either begin your Search with "Starts With", "Contains", or is an "Exact" match of your entry.

## Date Range

You can choose a specific recording date range or choose from pre-selected date ranges to narrow your search.

## Document Type

Limit your search by specific types of documents, or by groups of similar document types.

## Search by Address

To search by address, please click here: Assessor Search (<https://maps.clarkcountynv.gov/assessor/AssessorParcelDetail/site.aspx>)

| <input type="button" value="Export to CSV"/> |                       | <input type="button" value="Print"/>     |                                          |                |                            |               |      |                  |      |  |  |
|----------------------------------------------|-----------------------|------------------------------------------|------------------------------------------|----------------|----------------------------|---------------|------|------------------|------|--|--|
| 1                                            |                       | 500                                      |                                          | items per page |                            |               |      | 1 - 8 of 8 items |      |  |  |
| R...                                         | Parcel # (/Acclaim... | First Party...                           | First Cros...                            | # ...          | Instrument# (/AcclaimWe... | D...          | M... | Recor...         | Lega |  |  |
| <a href="#">Add To Cart</a>                  | 162-11-715-010        | SALAZAR, PABLO                           | GARCIA, KENLY U                          | 2              | 202203140000307            | LIS PEND...   |      | 03/14/2022       |      |  |  |
| <a href="#">Add To Cart</a>                  | 162-11-715-010        | SALAZAR, PAUL                            | GONZALEZ, SONIA                          | 3              | 202006250002054            | LIEN          |      | 06/25/2020       |      |  |  |
| <a href="#">Add To Cart</a>                  | 162-11-715-010        | SALAZAR, MARLISIS                        |                                          | 1              | 201910280000328            | HOME...       |      | 10/28/2019       |      |  |  |
| <a href="#">Add To Cart</a>                  | 162-11-715-010        | SALAZAR, PAUL                            | SALAZAR, PAUL                            | 4              | 201910280000049            | DEED          |      | 10/28/2019       |      |  |  |
| <a href="#">Add To Cart</a>                  | 162-11-715-010        | SALAZAR, PAUL                            | RMS & ASSOCIATES                         | 18             | 201506290002719            | DEED OF TRUST |      | 06/29/2015       |      |  |  |
| <a href="#">Add To Cart</a>                  | 162-11-715-010        | URGUIZA ORTEGA, AILIN                    | SALAZAR, PAUL                            | 4              | 201506290002718            | DEED          |      | 06/29/2015       |      |  |  |
| <a href="#">Add To Cart</a>                  | 162-11-715-010        | EMANUEL AND ROSE MAGLIO LIVING TRUST THE | SALAZAR, PAUL                            | 4              | 201506290002717            | DEED          |      | 06/29/2015       |      |  |  |
| <a href="#">Add To Cart</a>                  | 162-11-715-010        | MAGLIO, EMANUEL UMBERTO                  | EMANUEL AND ROSE MAGLIO LIVING TRUST THE | 5              | 201102020003131            | DEED          |      | 02/02/2011       |      |  |  |

# Exhibit 4



Joshua Dresslove <jdresslove@dresslovelaw.com>

---

**Fwd: Lis pendens**

1 message

---

**Paul Salazar** <paul.salazar9648@gmail.com>  
To: "jdresslove@dresslovelaw.com" <jdresslove@dresslovelaw.com>

Thu, Mar 17, 2022 at 6:51 PM

----- Forwarded message -----

From: **Maria Chewjalearn-Andaya** <mariac@wfgtitle.com>  
Date: Thu, Mar 17, 2022, 9:44 PM  
Subject: Re: Lis pendens  
To: Paul Salazar <paul.salazar9648@gmail.com>  
Cc: Marlis Salazar <marlisis1111@gmail.com>

Yes that is correct. Once this lis pendens released we can proceed.

Maria Chewjalearn-Andaya  
Branch Manager/Escrow Officer  
WFG National Title Insurance Company  
Escrow License 613120/ WFG License 16347  
7450 Arroyo Crossing Pkwy Ste 270  
Las Vegas NV 89113  
Office: 702-777-8292  
Email: **MariaC@wfgnationaltitle.com** Assistant: Michele Johnson  
MicheleJ@wfgnationaltitle.com

On Mar 17, 2022, at 6:37 PM, Paul Salazar <paul.salazar9648@gmail.com> wrote:

**External Sender.**

Dear Maria,

Could you confirm that the only thing holding up the sale right now is the lis pendens. Once the lis pendens is released or removed we can continue and not be in a breach of contract.

-Paul Salazar (Owner/Seller)

---

Do not click links or open attachments unless you know the sender and know the content is safe.



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1 **AFFT**

2  
3  
4  
5 DISTRICT COURT  
6 CLARK COUNTY, NEVADA

7  
8 Kenly U. Garcia

9  
10 Plaintiff(s),

CASE NO. A-22-849595-C

11 -vs-

DEPT. NO. 26

12  
13 Pablo Salazar aka Paul Salazar  
14 2330 Capistrano Nevada and Does I  
through X

15 Defendant(s).

16  
17 **AFFIDAVIT OF SERVICE**

18 STATE OF NEVADA )

19 ) ss:

COUNTY OF CLARK )

20  
21 I, being duly sworn says: That at all times herein affiant was and is a citizen of the  
22 United States, over 18 years of age, not a party to, nor interested in, the proceeding in  
23 which this affidavit is made. That affiant received 1 copy(ies) of the Notice of  
24 Appeal , on the 25th day of March, 2022 and served the same on the 25th day  
25 of March, 2022 by:

26 **(Affiant must complete the appropriate paragraph)**

- 27 1. Delivering and leaving a copy with the Defendant at 2330 Capistrano Las  
28 Vegas NV. 89121.

2. Serving the Defendant by personally delivering and leaving a copy with \_\_\_\_\_, a person of suitable age and discretion residing at the Defendant's usual residence located at \_\_\_\_\_.

3. Personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope, postage prepaid. (Check one)

☒ Ordinary mail ☐ Certified mail, return receipt requested ☒ Registered mail, return receipt requested, addressed to the Defendant, at Defendant's last known address which is 2330 Capistrano Las Vegas, NV 89121.

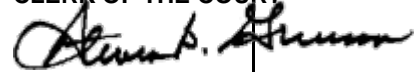
I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

EXECUTED this 25th day of March, 2022.

/s/ LM Rezenkowsky

LM Rezenkowsky

The Affidavit of Service may be used to show Plaintiff's compliance with Nevada Rules of Civil Procedure (NRCP) 4. This form is meant for use by anyone who is eligible to serve the Summons and Complaint on the Defendant.



ASTA

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE  
STATE OF NEVADA IN AND FOR  
THE COUNTY OF CLARK**

KENLY U. GARCIA,

Plaintiff(s),

vs.

PABLO SALAZAR aka PAUL SALAZAR, 2330  
CAPISTRANO, LAS VEGAS, NEVADA,

Defendant(s),

Case No: A-22-849595-C

Dept No: XXVI

**CASE APPEAL STATEMENT**

1. Appellant(s): Kenly U. Garcia

2. Judge: Gloria Sturman

3. Appellant(s): Kenly U. Garcia

Counsel:

Kenly U. Garcia  
4820 El Escorial  
Las Vegas, NV 89121

4. Respondent (s): Pablo Salazar aka Paul Salazar, 2330 Capistrano, Las Vegas, Nevada

Counsel:

Michael Bohn, Esq.  
2260 Corporate Cir., Ste. 480

Henderson, NV 89074

5. Appellant(s)'s Attorney Licensed in Nevada: N/A  
Permission Granted: N/A

Respondent(s)'s Attorney Licensed in Nevada: Yes  
Permission Granted: N/A

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis\*\*: N/A  
*\*\*Expires 1 year from date filed*

Appellant Filed Application to Proceed in Forma Pauperis: No  
Date Application(s) filed: N/A

9. Date Commenced in District Court: March 11, 2022

10. Brief Description of the Nature of the Action: Unknown

Type of Judgment or Order Being Appealed: Misc. Order

11. Previous Appeal: No

Supreme Court Docket Number(s): N/A

12. Child Custody or Visitation: N/A

13. Possibility of Settlement: Unknown

Dated This 29 day of March 2022.

Steven D. Grierson, Clerk of the Court

/s/ Heather Ungermann

Heather Ungermann, Deputy Clerk  
200 Lewis Ave  
PO Box 551601  
Las Vegas, Nevada 89155-1601  
(702) 671-0512

cc: Kenly U. Garcia

**CASE SUMMARY****CASE NO. A-22-849595-C****Kenly Garcia, Plaintiff(s)****vs.****Pablo Salazar etal, Defendant(s)**§  
§  
§  
§  
§Location: **Department 26**Judicial Officer: **Sturman, Gloria**Filed on: **03/11/2022**Cross-Reference Case **A849595**

Number:

**CASE INFORMATION**Case Type: **Other Civil Matters**Case  
Status: **03/11/2022 Open****DATE****CASE ASSIGNMENT****Current Case Assignment**

|                  |                 |
|------------------|-----------------|
| Case Number      | A-22-849595-C   |
| Court            | Department 26   |
| Date Assigned    | 03/11/2022      |
| Judicial Officer | Sturman, Gloria |

**PARTY INFORMATION**

|                  |                                                    |                                                                      |
|------------------|----------------------------------------------------|----------------------------------------------------------------------|
| <b>Plaintiff</b> | <b>Garcia, Kenly U</b>                             | <b>Pro Se</b><br>310-651-4860(H)                                     |
| <b>Defendant</b> | <b>Salazar etal, Pablo</b><br><b>Salazar, Paul</b> | <b>Dresslove, Joshua Scott</b><br><i>Retained</i><br>949-903-3000(W) |

**DATE****EVENTS & ORDERS OF THE COURT****INDEX****EVENTS**

03/11/2022

**Summons**

Filed by: Plaintiff Garcia, Kenly U  
 Party served: Defendant Salazar etal, Pablo  
*[1] Un-Issued Summons - Civil due to wrong code*

03/11/2022

**Lis Pendens**

Filed By: Plaintiff Garcia, Kenly U  
*[2] (3/24/22 Expunged) Lis Pendens*

03/17/2022

**Motion to Expunge Lis Pendens**

Filed By: Defendant Salazar, Paul  
*[3] Motion to Expunge Lis Pendens*

03/17/2022

**Ex Parte Motion**








Filed By: Defendant Salazar, Paul  
*[4] Ex Parte Motion for Order Shortening Time on Defendnt Paul Salazar's Motion to Expunge Lis Pendens*

03/22/2022

**Order Shortening Time***[5] Order Shortening Time*

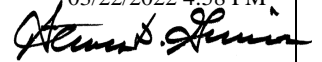
# CASE SUMMARY

CASE NO. A-22-849595-C

|                        |                                                                                                                                                                                                                                 |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 03/22/2022             |  Notice of Entry<br>Filed By: Defendant Salazar, Paul<br><i>[6] Notice of Entry of Order</i>                                                   |
| 03/23/2022             |  Supplemental<br>Filed by: Defendant Salazar, Paul<br><i>[7] Supplemental documents in support of Defendants Motion to Expunge Lis Pendens</i> |
| 03/24/2022             |  Clerk's Notice of Nonconforming Document<br><i>[8] Clerk s Notice of Nonconforming Document</i>                                               |
| 03/24/2022             |  Order Granting Motion<br>Filed By: Defendant Salazar, Paul<br><i>[9] Order Granting Motion to Expunge Lis Pendens</i>                         |
| 03/25/2022             |  Notice of Appeal<br>Filed By: Plaintiff Garcia, Kenly U<br><i>[10] Notice Of Appeal</i>                                                       |
| 03/29/2022             |  Notice of Entry<br>Filed By: Defendant Salazar, Paul<br><i>[11] Notice of Entry of Order Granting Motion to Expunge Lis Pendens</i>           |
| 03/29/2022             |  Case Appeal Statement<br><i>Case Appeal Statement</i>                                                                                         |
| <b><u>HEARINGS</u></b> |                                                                                                                                                                                                                                 |
| 03/24/2022             | <b>Motion to Expunge Lis Pendens (9:00 AM)</b> (Judicial Officer: Sturman, Gloria)<br><i>Defendant Paul Salazar's Motion to Expunge Lis Pendens</i>                                                                             |

| DATE | FINANCIAL INFORMATION              |             |
|------|------------------------------------|-------------|
|      | <b>Defendant</b> Salazar, Paul     |             |
|      | Total Charges                      | 223.00      |
|      | Total Payments and Credits         | 223.00      |
|      | <b>Balance Due as of 3/29/2022</b> | <b>0.00</b> |
|      | <b>Plaintiff</b> Garcia, Kenly U   |             |
|      | Total Charges                      | 294.00      |
|      | Total Payments and Credits         | 294.00      |
|      | <b>Balance Due as of 3/29/2022</b> | <b>0.00</b> |



  
CLERK OF THE COURT

1 **OST**  
2 **Bohn Law Firm**  
3 Michael Bohn, Esq  
4 Nevada Bar Number 1641  
5 2260 Corporate Circle Ste 480  
6 Henderson, NV 89074  
7 [mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
8 (702) 642-3113  
9 Joshua S Dresslove, Esq.,  
10 Nevada bar Number 15535  
11 [jdresslove@dresslovelaw.com](mailto:jdresslove@dresslovelaw.com)

12 *Counsel for Defendant Paul Salazar*

13 **EIGHTH JUDICIAL DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 KENLY U GARCIA, AN INDAIVIDUAL,

16 Plaintiff,

17 vs.

18 PABLO SALAZAR AKA PAUL SALAZAR,  
19 2330 CAPISTRANO (APN 162-11-715-010) las  
20 Vegas, Nevada Does I through X,

21 Defendant

Case No.: A-22-849595-C  
Dept No: 26

**ORDER SHORTENING TIME**

22 The ex parte motion of defendant Paul Salazar, dated March 17, 2022 for an Order Shortening  
23 Time on defendant's Motion to Expunge Lis Pendens having come before this Court, and the Court,  
24 after having reviewed the motion, and for good cause appearing;

25 ///

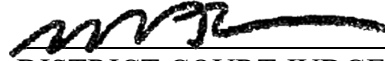
26 ///

27 ///

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the hearing on defendant's  
2 Motion to Expunge Lis Pendens is shortened. The hearing on the motion is moved to the \_\_\_\_\_ day  
3 MARCH 24, 2022 AT 9:00AM  
4 of \_\_\_\_\_, 2022, at \_\_\_\_:\_\_\_\_ a.m.

5 DATED this \_\_\_\_ day of March, 2022.

6 Dated this 22nd day of March, 2022

7 

8 DISTRICT COURT JUDGE

9 979 A92 56EC CD94

10 Gloria Sturman

11 District Court Judge

12 Respectfully submitted by:

13 LAW OFFICES OF  
14 MICHAEL F. BOHN, ESQ., LTD.

15 By: /s/ Joshua Dresslove, Esq.  
16 JOSHUA DRESSLOVE Esq.  
17 2260 Corporate Circle, Suite 480  
18 Henderson, Nevada 89074  
19 *Attorney for Defendant Paul Salazar*

1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Kenly Garcia, Plaintiff(s)

CASE NO: A-22-849595-C

7 vs.

DEPT. NO. Department 26

8 Pablo Salazar etal, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

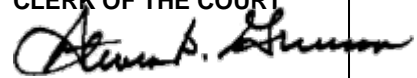
14 Service Date: 3/22/2022

15 JOSHUA DRESSLOVE

jdresslove@dresslovelaw.com

16 Michael Bohn

mbohn@bohnlawfirm.com



1 **NEO**  
2 **Bohn Law Firm**  
3 Michael Bohn, Esq  
4 Nevada Bar Number 1641  
5 2260 Corporate Circle Ste 480  
6 Henderson, NV 89074  
7 [mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
8 (702) 642-3113  
9 Joshua S Dresslove, Esq.,  
10 Nevada bar Number 15535  
11 [jdresslove@dresslovelaw.com](mailto:jdresslove@dresslovelaw.com)

12 *Counsel for Defendant Paul Salazar*

13 **EIGHTH JUDICIAL DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 KENLY U GARCIA, AN INDIVIDUAL,

16 Plaintiff,

17 vs.

18 PABLO SALAZAR AKA PAUL SALAZAR,  
19 2330 CAPISTRANO (APN 162-11-715-010) las  
20 Vegas, Nevada Does I through X,

21 Defendant

Case No.: A-22-849595-C  
Dept No: 26

22 **NOTICE OF ENTRY OF ORDER**

23 TO: Parties above-named; and

24 TO: Their Attorney of Record

25 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an **ORDER TO**  
26 **SHORTEN TIME** has been entered on the 22nd day of March, 2022, in the above captioned matter,  
27 a copy of which is attached hereto.

28 Dated this 22nd day of March, 2022.

LAW OFFICES OF

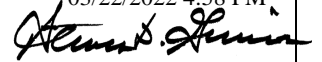
MICHAEL F. BOHN, ESQ., LTD.

By: /s/ /Joshua Dresslove, Esq./  
JOSHUA DRESSLOVE, ESQ.  
2260 Corporate Circle, Suite 480  
Henderson, NV 89074  
Attorney for plaintiff

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Kenly U Garcia  
4820 El Escorial  
Las Vegas, NV 89121

/s//Joshua Dresslove /  
A representative of the LAW OFFICES OF  
MICHAEL F. BOHN, ESQ., LTD.

  
CLERK OF THE COURT

1 **OST**  
2 **Bohn Law Firm**  
3 Michael Bohn, Esq  
4 Nevada Bar Number 1641  
5 2260 Corporate Circle Ste 480  
6 Henderson, NV 89074  
7 [mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
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9 Joshua S Dresslove, Esq.,  
10 Nevada bar Number 15535  
11 [jdresslove@dresslovelaw.com](mailto:jdresslove@dresslovelaw.com)

12 *Counsel for Defendant Paul Salazar*

13 **EIGHTH JUDICIAL DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 KENLY U GARCIA, AN INDIVIDUAL,

16 Plaintiff,

17 vs.

18 PABLO SALAZAR AKA PAUL SALAZAR,  
19 2330 CAPISTRANO (APN 162-11-715-010) las  
20 Vegas, Nevada Does I through X,

21 Defendant

Case No.: A-22-849595-C  
Dept No: 26

**ORDER SHORTENING TIME**

22 The ex parte motion of defendant Paul Salazar, dated March 17, 2022 for an Order Shortening  
23 Time on defendant's Motion to Expunge Lis Pendens having come before this Court, and the Court,  
24 after having reviewed the motion, and for good cause appearing;

25 ///

26 ///

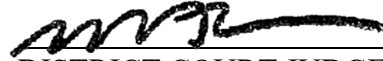
27 ///



1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the hearing on defendant's  
2 Motion to Expunge Lis Pendens is shortened. The hearing on the motion is moved to the \_\_\_\_\_ day  
3 MARCH 24, 2022 AT 9:00AM  
4 of \_\_\_\_\_, 2022, at \_\_\_\_:\_\_\_\_ a.m.

5 DATED this \_\_\_\_ day of March, 2022.

6 Dated this 22nd day of March, 2022

7 

8 DISTRICT COURT JUDGE

9 979 A92 56EC CD94  
10 Gloria Sturman  
11 District Court Judge

12 Respectfully submitted by:

13 LAW OFFICES OF  
14 MICHAEL F. BOHN, ESQ., LTD.

15 By: /s/ Joshua Dresslove, Esq.  
16 JOSHUA DRESSLOVE Esq.  
17 2260 Corporate Circle, Suite 480  
18 Henderson, Nevada 89074  
19 Attorney for Defendant Paul Salazar  
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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Kenly Garcia, Plaintiff(s)

CASE NO: A-22-849595-C

7 vs.

DEPT. NO. Department 26

8 Pablo Salazar etal, Defendant(s)

9  
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/22/2022

15 JOSHUA DRESSLOVE

jdresslove@dresslovelaw.com

16 Michael Bohn

mbohn@bohnlawfirm.com

**ORDG**  
**Bohn Law Firm**  
Michael Bohn, Esq  
Nevada Bar Number 1641  
2260 Corporate Circle Ste 480  
Henderson, NV 89074  
[mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
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Joshua S Dresslove, Esq.,  
Nevada bar Number 15535  
[jdresslove@dresslovelaw.com](mailto:jdresslove@dresslovelaw.com)

*Counsel for Defendant Paul Salazar*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

KENLY U GARCIA, AN INDIVIDUAL,

Plaintiff,

vs.

PABLO SALAZAR AKA PAUL SALAZAR,  
2330 CAPISTRANO (APN 162-11-715-010) las  
Vegas, Nevada Does I through X,

Defendant

Case No.: A-22-849595-C  
Dept No: 26

**ORDER GRANTING MOTION TO EXPUNGE LIS PENDENS**

The motion of defendant, PAUL SALAZAR, to expunge the lis pendens, having come before  
the Court on the 24<sup>th</sup> day of March, 2022, Joshua Dresslove, Esq., appearing on behalf of the  
Defendant, and the Court, having conducted a hearing and for good cause appearing;

///

///

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that motion to expunge lis  
2 pendens is granted.

3 IT IS FURTHER ORDERED the lis pendens recorded on March 14, 2022 as instrument  
4 number 202203140000307 is hereby expunged and is of no force or effect.

5 IT IS FURTHER ORDERED that this order may be recorded with the Clark County  
6 Recorder.  
7

8 DATED this \_\_\_\_ day of March, 2022.

9 Dated this 24th day of March, 2022

10 

11 DISTRICT COURT JUDGE

12 819 4C8 9294 E0D7

Gloria Sturman

District Court Judge

13 Respectfully submitted by:

14 LAW OFFICES OF  
15 MICHAEL F. BOHN, ESQ., LTD.

16 By: /s/ Joshua Dresslove, Esq.

17 JOSHUA DRESSLOVE Esq.

18 2260 Corporate Circle, Suite 480

19 Henderson, Nevada 89074

20 *Attorney for Defendant Paul Salazar*

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Kenly Garcia, Plaintiff(s)

CASE NO: A-22-849595-C

7 vs.

DEPT. NO. Department 26

8 Pablo Salazar etal, Defendant(s)  
9

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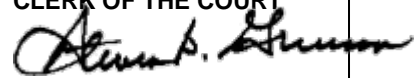
14 Service Date: 3/24/2022

15 JOSHUA DRESSLOVE

jdresslove@dresslovelaw.com

16 Michael Bohn

mbohn@bohnlawfirm.com



1 **NEO**

2 **Bohn Law Firm**

3 Michael Bohn, Esq

4 Nevada Bar Number 1641

5 2260 Corporate Circle Ste 480

6 Henderson, NV 89074

7 [mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)

8 (702) 642-3113

9 Joshua S Dresslove, Esq.,

10 Nevada bar Number 15535

11 [jdresslove@dresslovelaw.com](mailto:jdresslove@dresslovelaw.com)

12 *Counsel for Defendant Paul Salazar*

13 **EIGHTH JUDICIAL DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 KENLY U GARCIA, AN INDIVIDUAL,

16 Plaintiff,

17 vs.

18 PABLO SALAZAR AKA PAUL SALAZAR,  
19 2330 CAPISTRANO (APN 162-11-715-010) las  
20 Vegas, Nevada Does I through X,

21 Defendant

Case No.: A-22-849595-C

Dept No: 26

22 **NOTICE OF ENTRY OF ORDER GRANTING MOTION TO EXPUNGE LIS PENDENS**

23 TO: Parties above-named; and

24 TO: Their Attorney of Record

25 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an **ORDER**  
26 **GRANTING MOTION TO EXPUNGE LIS PENDENS** has been entered on the 24th day of  
27 March, 2022, in the above captioned matter, a copy of which is attached hereto.

1  
2 Dated this 29<sup>rd</sup> day of March, 2022.

3 LAW OFFICES OF  
4 MICHAEL F. BOHN, ESQ., LTD.

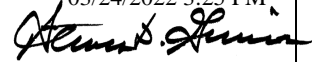
5 By: /s/ /Joshua Dresslove, Esq./  
6 JOSHUA DRESSLOVE, ESQ.  
7 2260 Corporate Circle, Suite 480  
8 Henderson, NV 89074  
9 Attorney for plaintiff  
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Kenly U Garcia  
4820 El Escorial  
Las Vegas, NV 89121

/s//Joshua Dresslove /  
A representative of the LAW OFFICES OF  
MICHAEL F. BOHN, ESQ., LTD.

  
CLERK OF THE COURT

1 **ORDG**  
2 **Bohn Law Firm**  
3 Michael Bohn, Esq  
4 Nevada Bar Number 1641  
5 2260 Corporate Circle Ste 480  
6 Henderson, NV 89074  
7 [mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
8 (702) 642-3113  
9 Joshua S Dresslove, Esq.,  
10 Nevada bar Number 15535  
11 [jdresslove@dresslovelaw.com](mailto:jdresslove@dresslovelaw.com)

12 *Counsel for Defendant Paul Salazar*

13 **EIGHTH JUDICIAL DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 KENLY U GARCIA, AN INDAVIDUAL,

16 Plaintiff,

17 vs.

18 PABLO SALAZAR AKA PAUL SALAZAR,  
19 2330 CAPISTRANO (APN 162-11-715-010) las  
20 Vegas, Nevada Does I through X,

21 Defendant

Case No.: A-22-849595-C  
Dept No: 26

22 **ORDER GRANTING MOTION TO EXPUNGE LIS PENDENS**

23 The motion of defendant, PAUL SALAZAR, to expunge the lis pendens, having come before  
24 the Court on the 24<sup>th</sup> day of March, 2022, Joshua Dresslove, Esq., appearing on behalf of the  
25 Defendant, and the Court, having conducted a hearing and for good cause appearing;

26 ///

27 ///

1 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that motion to expunge lis  
2 pendens is granted.

3 IT IS FURTHER ORDERED the lis pendens recorded on March 14, 2022 as instrument  
4 number 202203140000307 is hereby expunged and is of no force or effect.  
5

6 IT IS FURTHER ORDERED that this order may be recorded with the Clark County  
7 Recorder.

8 DATED this \_\_\_\_ day of March, 2022.

9 Dated this 24th day of March, 2022

10 

11 DISTRICT COURT JUDGE

12 819 4C8 9294 E0D7

Gloria Sturman

District Court Judge

13 Respectfully submitted by:

14 LAW OFFICES OF  
15 MICHAEL F. BOHN, ESQ., LTD.

16 By: /s/ Joshua Dresslove, Esq.

17 JOSHUA DRESSLOVE Esq.

18 2260 Corporate Circle, Suite 480

19 Henderson, Nevada 89074

20 *Attorney for Defendant Paul Salazar*

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Kenly Garcia, Plaintiff(s)

CASE NO: A-22-849595-C

7 vs.

DEPT. NO. Department 26

8 Pablo Salazar etal, Defendant(s)  
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 3/24/2022

15 JOSHUA DRESSLOVE

jdresslove@dresslovelaw.com

16 Michael Bohn

mbohn@bohnlawfirm.com



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

**KENLY U. GARCIA**  
**4820 EL ESCORIAL**  
**LAS VEGAS, NV 89121**

**DATE: March 29, 2022**  
**CASE: A-22-849595-C**

**RE CASE:** KENLY U. GARCIA vs. PABLO SALAZAR aka PAUL SALAZAR, 2330 CAPISTRANO, LAS VEGAS, NEVADA

NOTICE OF APPEAL FILED: March 25, 2022

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

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

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

---

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

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

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

---

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

# Certification of Copy

State of Nevada }  
County of Clark } SS:

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

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT  
DOCKET ENTRIES; CIVIL COVER SHEET; ORDER SHORTENING TIME; NOTICE OF ENTRY OF  
ORDER; ORDER GRANTING MOTION TO EXPUNGE LIS PENDENS; NOTICE OF ENTRY OF  
ORDER GRANTING MOTION TO EXPUNGE LIS PENDENS; NOTICE OF DEFICIENCY

KENLY U. GARCIA,

Plaintiff(s),

vs.

PABLO SALAZAR aka PAUL SALAZAR,  
2330 CAPISTRANO, LAS VEGAS, NEVADA,

Defendant(s),

Case No: A-22-849595-C

Dept No: XXVI

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 29 day of March 2022.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk



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

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

Steven D. Grierson  
Clerk of the Court

Anntoinette Naumec-Miller  
Court Division Administrator

March 29, 2022

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

RE: KENLY U. GARCIA vs. PABLO SALAZAR aka PAUL SALAZAR, 2330 CAPISTRANO, LAS  
VEGAS, NEVADA  
D.C. CASE: A-22-849595-C

Dear Ms. Brown:

Please find enclosed a Notice of Appeal packet, filed March 29, 2022. Due to extenuating circumstances minutes from the date(s) listed below have not been included:

March 24, 2022

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

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

Sincerely,  
STEVEN D. GRIERSON, CLERK OF THE COURT

/s/ Heather Ungermann  
Heather Ungermann, Deputy Clerk