

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC; SJC VENTURES
HOLDING COMPANY, LLC,
Appellants,
vs.
CBC PARTNERS I, LLC; CBC PARTNERS,
LLC; 5148 SPANISH HEIGHTS, LLC; AND
LARRY L. BERTSCH, RECEIVER,
Respondents.

No. 84505
Electronically Filed
May 05 2022 05:21 p.m.
Elizabeth A. Brown
Clerk of Supreme Court
DOCKETING
CIVIL APPEALS

GENERAL INFORMATION

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

WARNING

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

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

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

1. Judicial District Eighth Department 31
County Clark Judge Joanna S. Kishner
District Ct. Case No. A-20-813439-B

2. Attorney filing this docketing statement:

Attorney Joseph A. Gutierrez, Esq. Telephone (702) 629-7900
Firm Maier Gutierrez & Associates
Address 8816 Spanish Ridge Avenue, Las Vegas, NV 89148

Client(s) Spanish Heights Acquisition Company, LLC; SJC Ventures Holding Company LLC

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

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

Attorney Michael R. Mushkin, Esq. Telephone (702) 454-3333
Firm Mushkin & Coppedge
Address 6070 S. Eastern Avenue, Suite 270, Las Vegas, Nevada 89119

Client(s) CBC Partners I, LLC; CBC Partners, LLC; 5148 Spanish Heights, LLC; Dacia, LLC

Attorney Candace C. Carlyon, Esq. Telephone (702) 685-4444
Firm Carlyon Cica Chtd.
Address 265 E. Warm Springs Road, Suite 107, Las Vegas, Nevada 89119

Client(s) Counsel for Larry L. Bertsch, Receiver

(List additional counsel on separate sheet if necessary)

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

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

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

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

Pending appeal of underlying Findings of Fact, Conclusions of Law issued April 6, 2021: Spanish Heights Acquisition Company, LLC et al. v. CBC Partners I, LLC, et al., Nevada Supreme Court Appeal No. 82868; pending briefing.

See attached for continuance.

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

Bankruptcy proceeding: In re: Spanish Heights Acquisition Company, LLC, Bankruptcy No. BK-S-21-10501-NMC.

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

This dispute involves the residential property located at 5148 Spanish Heights Drive, Las Vegas, Nevada 89148 (the "Property"). The Property is owned by Appellant/Plaintiff Spanish Heights Acquisition Company, LLC ("SHAC") pursuant to a recorded deed, and leased by Appellant/Plaintiff SJC Ventures Holding Company LLC ("SJC") pursuant to a valid lease agreement. Third-party defendant Jay Bloom resides at the Property with his family. The original owners of the Property were Kenneth M. Antos and Sheila M. Neumann-Antos, who then transferred it to their Trust, prior to transferring the Property to Appellant/Plaintiff SHAC.

CBC Partners I, LLC and/or its claimed successor in interest 5148 Spanish Heights, LLC purport to be the holder of a Secured Promissory Note ("Note") issued in favor of various companies associated with Kenneth Antos. According to various amendments made to the Note, CBC Partners I, LLC attempted to acquire a third-position Deed of Trust against the Property as security for that Note, which the actual owners of the Property (the Antos Trust) did not receive any consideration for.

On August 10, 2021, the district court entered an order appointing a receiver over not only SJC, but also "any subsidiary and affiliated entities in which SJC has an ownership interest, specifically First 100, LLC and [SHAC]." That order appointing a receiver is the subject of a separately-pending appeal (Case No. 83407).

This appeal focuses on the subsequent March 20, 2022 FFCL, with Notice of Entry entered on March 21, 2022. In that final order, the district court determined that the "duties of the Receiver must be expanded."

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

Whether the district court erred in finding that Mr. Bloom's testimony, along with the assertion from an independent accountant, that no tax returns exist with regard to certain entities, was "incredulous," and based on that, and other findings, determining that the "duties of the Receiver must be expanded."

Whether the district court erred in finding that "sanctions are appropriate with respect to the SJC Parties' non-compliance with prior orders of the Court,"

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

N/A.

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

☒ N/A

☐ Yes

☐ No

If not, explain:

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

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

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

☐ A substantial issue of first impression

☐ An issue of public policy

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

☐ A ballot question

If so, explain:

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

This matter challenges an order making findings which expand the powers of a receiver.
This matter is presumptively retained by the Supreme Court under NRAP 17(a)(9).

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

Was it a bench or jury trial? _____

15. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?
Not applicable.

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from March 20, 2022

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

17. Date written notice of entry of judgment or order was served March 21, 2022

Was service by:

☐ Delivery

☒ Mail/electronic/fax

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

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

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

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

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

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

Was service by:

☐ Delivery

☐ Mail

19. Date notice of appeal filed April 1, 2022

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:
Not applicable.

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

NRAP 4(a)(1)

SUBSTANTIVE APPEALABILITY

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

(a)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input checked="" type="checkbox"/> Other (specify) <u>NRAP 3A(b)(4)</u> | |
-

(b) Explain how each authority provides a basis for appeal from the judgment or order:
This appeal challenges an order making findings which expand the powers of a receiver, which pursuant to NRAP 3A(b)(4) is an appealable determination.

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

(a) Parties:

Spanish Heights Acquisition Company, LLC; SJC Ventures Holding Company, LLC, plaintiffs

CBC Partners I, LLC and 5148 Spanish Heights, LLC, defendants/
counterclaimants; Dacia LLC and CBC Partners, LLC, defendants
Larry L. Bertsch, Receiver

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

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

See attached page.

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

☐ Yes

☒ No

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

(a) Specify the claims remaining pending below:

See attached page.

(b) Specify the parties remaining below:

Spanish Heights Acquisition Company, LLC; SJC Ventures Holding Company, LLC,
plaintiffs

CBC Partners I, LLC and 5148 Spanish Heights, LLC, defendants/counterclaimants;
Dacia LLC and CBC Partners, LLC, defendants

Larry L. Bertsch, Receiver

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

☐ Yes

☒ No

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

☐ Yes

☒ No

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

The order contains findings of fact regarding the expansion of a receiver's powers, which is independently appealable under NRAP 3A(b)(4).

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

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

VERIFICATION

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

Spanish Heights Acquisition Company, et al.
Name of appellant

Joseph A. Gutierrez
Name of counsel of record

May 5, 2022
Date

/s/ Joseph A. Gutierrez
Signature of counsel of record

Clark County, Nevada
State and county where signed

CERTIFICATE OF SERVICE

I certify that on the 5th day of May, 2022, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

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

Michael R. Mushkin, Esq.
Mushkin & Coppedge
6070 S. Eastern Avenue, Suite 270
Las Vegas, Nevada 89119
Attorneys for Respondents

Stephen E. Haberfeld
8224 Blackburn Ave #100
Los Angeles, CA 90048
Settlement Judge

Candace C. Carlyon, Esq.
265 E. Warm Springs Road, Suite 107
Las Vegas, Nevada 89119
Counsel for Larry L. Bertsch, Receiver

Dated this 5th day of May, 2022

/s/ Brandon Lopipero
Signature

6. Pending and prior proceedings in this court.

Petition for Emergency Writ of Mandamus or Prohibition Directing the Eighth Judicial District Court Clark County, Nevada, Honorable Elizabeth Gonzalez, District Judge to Vacate the Order of August 10, 2021, Appointing a Receiver over SJC Ventures Holdings Company, LLC filed on August 16, 2021: Spanish Heights Acquisition Company, LLC et al. v. Dist. Ct. (CBC Partners I, LLC), Docket Number 83373; briefing completed.

Pending appeal of underlying Order Appointing Receiver issued on August 10, 2021; Spanish Heights Acquisition Company, LLC et al. v. CBC Partners I, LLC, et al., Nevada Supreme Court Appeal No. 83407; pending briefing.

Petition for Writ of Mandamus or Prohibition Directing the Eighth Judicial District Court Clark, County, Nevada, Honorable Elizabeth Gonzalez, District Judge, to Vacate an (1) Injunctive Relief Order with Respect to Property Foreclosure; and (2) an Order Appointing a Receiver Over SJC Ventures Holding Company, LLC filed on September 20, 2021; Spanish Heights Acquisition Company, LLC et al. v. Dist. Ct. (CBC Partners I, LLC), Docket Number 83526; briefing completed.

Emergency Motion Under NRAP 27(e) for the Stay of Order Denying Injunctive Relief Related to Residential Foreclosure Sale Set for February 1, 2022, Relief Requested by January 31, 2022 filed on January 28, 2022; Spanish Heights Acquisition Company, LLC et al. v. Dist. Ct. (CBC Partners I, LLC), Docket Number 84149; briefing completed.

Pending appeal of underlying Receiver's Request for Instructions issued on March 20, 2022; Spanish Heights Acquisition Company, LLC et al. v. CBC Partners I, LLC, et al., Nevada Supreme Court Appeal No. 84504; pending briefing.

Pending appeal of underlying Amended Order Appointing Receiver issued on March 20, 2022; Spanish Heights Acquisition Company, LLC et al. v. CBC Partners I, LLC, et al., Nevada Supreme Court Appeal No. 84602; pending briefing.

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

SHAC and SJC's claims: (1) declaratory relief as to violation of the eviction moratorium; (2) declaratory relief as to CBC Partners I, LLC's lack of foreclosure rights; (3) declaratory relief as to the One Action Rule; (4) declaratory relief as to the Doctrine of Merger; (5) declaratory relief as to SHAC's manager; (6) injunctive

relief against CBC Partners I, LLC and 5148 Spanish Heights, LLC; (7) declaratory relief as to the membership interest in SHAC; (8) breach of contract as to the Forbearance Agreement; (9) contractual breach of the covenant of good faith and fair dealing; (10) declaratory relief as to SHAC's lack of liability regarding alleged property disturbances at a different property; (11) indemnity against Dacia, LLC; (12) Contribution against Dacia, LLC.

CBC Partners I, LLC and 5148 Spanish Heights LLC's claims for relief: (1) breach of contract as to the Forbearance Agreement; (2) breach of the covenant of good faith and fair dealing; (3) unlawful detainer per NRS 40.250; (4) fraud in the inducement; (5) abuse of process/fraud upon the Court; (6) breach of fiduciary duty; (7) breach of contract (Operating Agreement); (8) breach of the covenant of good faith and fair dealing (Operating Agreement); (9) breach of contract (Pledge Agreement); (10) breach of the covenant of good faith and fair dealing (Pledge Agreement); (11) unjust enrichment; (12) declaratory relief.

The district court's 4/6/2021 Findings of Fact and Conclusions of Law resolved SHAC and SJC's sixth claim for injunctive relief. The district court's 4/6/2021 Findings of Fact and Conclusions of law also served as the disposition for CBC Partners I, LLC and 5148 Spanish Heights LLC's First, Fourth, Ninth, and Twelfth claims for relief. The district court's 4/6/2021 Findings of Fact and Conclusions of Law also served as the disposition for SHAC and SJC's third, fourth, and seventh causes of action.

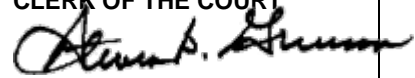
A February 2022 foreclosure of the Property resolved most of CBC Partners I, LLC and 5148 Spanish Heights, LLC's claims for relief.

The remaining claims and counterclaims still need to be adjudicated by the district court.

25. If you answered "No" to question 24, complete the following: (a) Specify the claims remaining pending below:

SHAC and SJC's claims: (8) breach of contract as to the Forbearance Agreement; (9) contractual breach of the covenant of good faith and fair dealing.

CBC Partners I, LLC and 5148 Spanish Heights LLC's remaining claims for relief: (4) fraud in the inducement; and (5) abuse of process/fraud upon the Court.



ACOM

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Nevada Bar No. 9046

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Attorneys for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada Limited Liability
Company; SJC VENTURES HOLDING
COMPANY, LLC, d/b/a SJC VENTURES, LLC,
a Delaware Limited Liability Company,

Plaintiffs,

vs.

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

Defendants.

Case No.: A-20-813439-B

Dept. No.: 11

FIRST AMENDED COMPLAINT

EXEMPT FROM ARBITRATION:

- 1. Request for Declaratory Relief**
- 2. Action Concerning Real Property**

Plaintiffs Spanish Heights Acquisition Company, LLC, and SJC Ventures Holding Company, LLC, by and through their attorney of record, MAIER GUTIERREZ & ASSOCIATES, hereby file this First Amended Complaint. This First Amended Complaint is filed as of right, within 21 days of service of the first answering of defendant's responsive pleading. Nev. R. Civ. P. 15(a)(1)(B). In support of

1 this First Amended Complaint, Plaintiffs complain and allege against defendants as follows:

2 **PARTIES**

3 1. That at all times pertinent hereto, Plaintiff Spanish Heights Acquisition Company, LLC, is a
4 Limited Liability Company duly registered and in good standing in the State of Nevada.

5 2. That at all times pertinent hereto, Plaintiff Spanish Heights Acquisition Company, LLC owns
6 the property located at 5148 Spanish Heights Drive, Las Vegas, Nevada 89148, with Assessor's Parcel
7 Number 163-29-615-007 ("Property").

8 3. That at all times pertinent hereto, Plaintiff SJC Ventures Holding Company, LLC (hereinafter
9 referred to as "SJC Ventures Holding, LLC") is a Limited Liability Company duly registered and in
10 good standing in the State of Delaware.

11 4. That at all times pertinent hereto, Plaintiff SJC Ventures Holding, LLC has been the sole,
12 exclusive and irrevocable Manager of Spanish Heights Acquisition Company, LLC.

13 5. That at all times pertinent hereto, Plaintiff SJC Ventures Holding, LLC has been a lawful
14 tenant of the Property pursuant to a binding lease agreement.

15 6. That at all times pertinent hereto, Defendant CBC Partners I, L LC is a foreign company doing
16 business in Clark County, State of Nevada without having registered as a foreign entity to do business
17 in Nevada.

18 7. That at all times pertinent hereto, Defendant CBC Partners, LLC is a foreign company doing
19 business in Clark County, State of Nevada without having registered as a foreign entity to do business
20 in Nevada.

21 8. That at all times pertinent hereto, Defendant 5148 Spanish Heights, LLC is a Nevada Limited
22 Liability Company doing business in Clark County, State of Nevada.

23 9. That at all times pertinent hereto, Kenneth Antos and Sheila Neumann-Antos are Trustees of
24 the Defendant Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M.
25 Neumann-Antos Trust (collectively referred to herein as the "Antos Trust"), which at all relevant
26 times conducted activities in Clark County, State of Nevada.

27 10. That at all times pertinent hereto, Defendant DACIA, LLC is a foreign Limited Liability
28 Company doing business in Clark County, State of Nevada.

11. That the following alleged incidents occurred in Clark County, Nevada.

12. The true names and capacities of Defendants DOES I through X and/or ROES I through X, whether individual, company, associate, or otherwise, are unknown to the Plaintiff at the time of filing of this Complaint, and Plaintiff therefore sues said Defendants by such fictitious names. Plaintiff is informed, believes and therefore alleges that each of the Defendants, designated as DOES I through X and/or ROES I through X are or may be, legally responsible for the events referred to in this action, and caused damages to the Plaintiff, as herein alleged, and Plaintiff will ask leave of this Court to amend the Complaint to insert the true names and capacities of such Defendants, when the same have been ascertained, and to join them in this action, together with the proper charges and allegations.

GENERAL ALLEGATIONS

13. As documented by a Deed recorded at the Clark County Recorder's Office on November 3, 2017, Plaintiff Spanish Heights Acquisition Company, LLC owns the residential Property at issue.

14. As documented by the Operating Agreement of Spanish Heights Acquisition Company, LLC, SJC Ventures Holding, LLC is the lawful sole, exclusive and irrevocable Manager of Spanish Heights Acquisition Company, LLC.

15. As documented by a real property lease, SJC Ventures Holding, LLC is the lawful tenant of the Property, with Plaintiff Spanish Heights Acquisition Company, LLC being the lawful Landlord.

16. Defendant CBC Partners I, LLC claims to be the issuer of a Third Position Secured Promissory Note ("Note") dated June 22, 2012, which is purportedly secured by a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing against the Property, made as of December 17, 2014. Subsequently, a First Modification to Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing was recorded in the Property records through the Clark County Recorder's Office on December 19, 2016. Thus, defendant CBC Partners I, LLC purports to have been a secured lender with a subordinated interest in the Property.

17. Defendant CBC Partners I, LLC also purports to have secured certain remedies in the event of a default on the Note through a Forbearance Agreement dated September 27, 2017, and an Amendment to Forbearance Agreement dated December 1, 2019 (collectively the "Forbearance Agreement") which extended Spanish Heights Acquisition Company, LLC's purported obligations

1 under the Note through March 31, 2020.

2 18. One of the purported remedies under the Forbearance Agreement that Defendant CBC Partners
3 I, LLC claims to have is a right to exercise a pledged membership interest in Spanish Heights
4 Acquisition Company, LLC, through a separately-executed Pledge Agreement dated September 27,
5 2017 (“Pledge Agreement”).

6 19. CBC Partners argues that it has the right to exercise this pledge of Spanish Heights Acquisition
7 Company, LLC’s Membership Interest against both Antos Trust’s 49% interest and SJC Ventures
8 Holding, LLC’s 51% Membership Interest.

9 20. SJC Ventures Holding, LLC argues that, as a non-party and non-signatory to the “Antos”
10 Pledge Agreement, CBC Partners I, LLC only has a remedy against the Antos’ 49% Membership
11 interest in Spanish Heights Acquisition Company, LLC and in no way has a pledge of non-party, non-
12 signatory SJC Ventures Holding, LLC’s 51% Membership Interest in Spanish Heights Acquisition
13 Company, LLC.

14 21. A separate purported remedy under the Forbearance Agreement that Defendant CBC Partners
15 I, LLC claims to have is a right to exercise a security interest in SJC Ventures Holding’s beneficial
16 interest in any proceeds realized by way of collections activity relating to a judgment obtained by SJC,
17 through a separately-executed “SJC” Security Agreement dated September 27, 2017 (“Security
18 Agreement”).

19 22. At the time the Forbearance Agreement was executed, the Antos Trust owned a 49%
20 membership interest in Spanish Heights Acquisition Company, LLC, and SJC Ventures Holding, LLC
21 owned a 51% membership interest in Spanish Heights Acquisition Company, LLC.

22 23. Although the Antos Trust is a signatory to the “Antos” Pledge Agreement, SJC Ventures
23 Holding, LLC is not a signatory to the “Antos” Pledge Agreement.

24 24. Although SJC Ventures Holding, LLC is a signatory to the “SJC” Security Agreement, the
25 Antos Trust is not a signatory to the “SJC” Security Agreement.

26 25. SJC Ventures Holding maintains that it was bound (until the Note’s extinguishment) by the
27 “SJC” Security Agreement to which it is signatory and not bound by the “Antos” Pledge Agreement
28 to which it is not signatory.

1 26. The Forbearance Agreement also indicates that “[d]uring the Forbearance Period, [CBC
2 Partners I, LLC] shall continue to make payments to the first mortgagee and second mortgagee to
3 prevent the default of the 1st Mortgage and the 2nd Mortgage.”

4 27. Upon information and belief, starting on or around January 2020, CBC Partners I, LLC
5 breached the Forbearance Agreement by failing to continue to make payments to the first and second
6 mortgagee.

7 28. On March 16, 2020, defendant CBC Partners I, LLC sent Spanish Heights Acquisition
8 Company, LLC a “Notice of Default” correspondence which prematurely claimed that there was a
9 default under the Forbearance Agreement even though the only performance deadline set forth in the
10 Forbearance Agreement was March 31, 2020.

11 29. On March 23, 2020, Spanish Heights Acquisition Company, LLC sent correspondence to
12 defendant CBC Partners I, LLC which reminded defendant CBC Partners I, LLC that the forbearance
13 period set forth in the Forbearance Agreement was unambiguously extended until March 31, 2020,
14 and CBC Partners I, LLC has no right to unilaterally modify the terms of the Forbearance Agreement
15 to manufacture an earlier performance deadline.

16 30. Defendant CBC Partners I, LLC acknowledged its mistake by issuing an “Amended Notice of
17 Default” on April 1, 2020, admittedly “correcting the default date to March 31, 2020.”

18 31. However, the Amended Notice of Default violated Nevada Governor Sisolak’s Declaration of
19 Emergency Directive 008, issued on March 29, 2020 in response to the coronavirus/COVID-19
20 pandemic, which states as follows:

21 No lockout, **notice to vacate**, notice to pay or quit, eviction, **foreclosure action, or**
22 **other proceeding involving residential or commercial real estate based upon a**
23 **tenant or mortgagee's default of any contractual obligations imposed by a rental**
24 **agreement or mortgage** may be initiated under any provision of Nevada law effective
25 March 29, 2020, at 11:59 p.m., until the state of emergency under the March 12, 2020
26 Declaration of Emergency terminates, expires, or this Directive is rescinded by order
27 of the Governor. This provision does not prohibit the eviction of persons who seriously
28 endanger the public or other residents, engage in criminal activity, or cause significant

1 damage to the property. (Emphasis added).

2 32. Through correspondence dated April 1, 2020, Defendant CBC Partners I, LLC elected to select
3 its claimed remedy by seeking to exercise its purported rights under the Pledge Agreement by having
4 the Antos Trust's pledged collateral shares of Spanish Heights Acquisition Company, LLC transferred
5 to CBC Partners I, LLC's nominee, CBC Partners, LLC.

6 33. Upon information and belief, on April 1, 2020, representatives of the Antos Trust assigned
7 any right, title, interest, and membership interest they had in Spanish Heights Acquisition Company,
8 LLC to CBC Partners, LLC, thus effectuating defendant CBC Partners I, LLC's remedy selection.
9 Accordingly, CBC Partners I, LLC is purporting to be a part-owner of the Property, by means of
10 purportedly owning the Antos' 49% membership interest in Spanish Heights Acquisition Company,
11 LLC, owner of the real property.

12 34. Upon information and belief, upon assigning its membership interest in Spanish Heights
13 Acquisition Company, LLC to CBC Partners I, LLC, the Antos Trust never signed any agreement
14 which waived or excluded the applicability of the Merger Doctrine.

15 35. Upon information and belief, no other consideration was conferred upon the Antos Trust in
16 consideration of its surrender of its alternative collateral Membership Interest, other than the
17 extinguishment of the CBC Partners I, LLC Note in consideration of its tender of its 49% equitable
18 interest in Spanish Heights Acquisition Company, LLC, the entity holding ownership of the real
19 property collateral for that Note.

20 36. Upon information and belief, CBC Partners I, LLC purports to have sold its, at the time
21 extinguished but, claimed Note sometime between April 8, 2020 and April 10, 2020 to defendant 5148
22 Spanish Heights, LLC.

23 37. On April 3, 2020, defendant CBC Partners I, LLC issued a "Notice to Vacate" to SJC Ventures,
24 LLC, the tenant of the Property. Defendant CBC Partners I, LLC issued this "Notice to Vacate" on
25 April 3, 2020, even though:

26 a) Section 13(a) of the Pledge Agreement provides for a cure period of fifteen (15) days from
27 the date of written notice of default;

28 b) There exists a valid lease agreement with SJC Ventures, acknowledged twice by CBC

1 Partners; and

2 c) Four days prior, Governor Sisolak's March 29, 2020 Emergency Directive placed a
3 moratorium on both foreclosure and eviction actions, which specifically precluded by
4 name ALL "Notices to Vacate."

5 38. Upon information and belief, defendant CBC Partners I, LLC is attempting to exercise both
6 legal title (ownership of the Property) and equitable title (lien encumbering the Property), in violation
7 of the Merger Doctrine.

8 39. On April 8, 2020, CBC Partners I, LLC's counsel sent correspondence claiming that "the
9 default notice will not be withdrawn and the foreclosure process will continue." This
10 correspondence was sent even though CBC Partners I, LLC simultaneously argues to this Court that
11 neither notice constitutes an Eviction or Foreclosure proceeding.

12 40. Further, CBC Partners I, LLC seeks to avoid injunctive relief to prevent foreclosure while
13 simultaneously arguing it is not pursuing foreclosure or eviction activity.

14 41. Additionally, CBC Partners I, LLC seeks to argue that its foreclosure and eviction actions are
15 acceptable under the Governor's exemption to the moratorium on foreclosures and evictions, while
16 simultaneously arguing it is not pursuing foreclosure or eviction activity.

17 42. On April 4, 2020, April 6, 2020, and April 7, 2020, Spanish Heights Acquisition Company (at
18 the direction of its majority owner and sole, exclusive and irrevocable Manager) sent correspondence
19 to defendant CBC Partners I, LLC, demanding that defendant CBC Partners I, LLC rescind its illegal
20 foreclosure and eviction action notices that were issued after Governor Sisolak's Emergency Directive
21 placing a moratorium on foreclosure actions.

22 43. CBC Partners I, LLC simultaneously refused to rescind its illegal foreclosure and eviction
23 action notices and also denied its actions were foreclosure and eviction actions, thus prompting this
24 litigation.

25 44. Upon information and belief, defendant CBC Partners I, LLC contends it is exempt from
26 following Governor Sisolak's Emergency Directive 008 because it alleges certain activities
27 purportedly exist which CBC Partners asserts are qualifying as exemptions from the Governor's
28 Emergency Executive Order as the purported activities pose imminent threat to the community or are

1 illegal.

2 45. CBC Partners 1, LLC relies on alleged “health and safety” violations from July 2019 assessed
3 by the Home Owners Association as the basis for its claimed exceptions from the Governor’s
4 moratorium on foreclosure and eviction activities.

5 46. Among the “health and safety” items cited by the HOA are:

- 6 a. Failure to provide a guest list 10 days prior to an event in 2019
- 7 b. Utilizing a resident transponder to provide access to residents and guests unlawfully
8 denied access to the real property in 2019, and
- 9 c. Allegations that fireworks were set off from and an incendiary device was used at the
10 Property in July of 2019.

11 47. All violations are presently disputed and are before the Nevada Real Estate Division.

12 48. In reality, the property owned by defendant DACIA, LLC (located at 5212 Spanish Heights
13 Drive) which is in the same neighborhood as the Property at issue, set off fireworks and was the
14 location of the use of the incendiary device in July of 2019.

15 49. To date, defendant CBC Partners I, LLC is attempting to violate the Merger Doctrine by
16 attempting to hold both legal title and equitable title in the Property, thus prompting this litigation.
17 Absent the application of de facto Merger, Defendant purports to be both Lender and Borrower for
18 the same real property collateral on the same Note.

19 50. To date, defendant CBC Partners 1, LLC is attempting to violate the One Action Rule, having
20 elected its remedy to accept equity in the entity pledged as additional collateral, it is now barred from
21 further selecting a foreclosure remedy against the real property as it indicated in its April 8, 2020
22 correspondence is its intention to do so under its former note (again extinguished under the de facto
23 merger).

24 **FIRST CAUSE OF ACTION**

25 **(Declaratory Relief as to the Obligation to Abide by Governor Sisolak’s Emergency Directive** 26 **Placing a Moratorium on Foreclosure and Eviction Actions) – Against All Defendants**

27 51. Plaintiffs incorporate by reference paragraphs 1 through 50 as though fully set forth herein.

28 52. A true and justiciable controversy exists between the Plaintiffs and the Defendants concerning

1 the rights, status, and legal relations of the parties to this action.

2 53. The Plaintiffs' interests are adverse to those of the Defendants.

3 54. The Plaintiffs' rights, status, and legal relations in relation to the Defendants are affected by
4 statute, including NRS 107.

5 55. The Plaintiffs' rights, status, and legal relations in relation to the Defendants are also effected
6 by the State of Nevada, Executive Department, Declaration of Emergency Directive 008, dated March
7 29, 2020, which placed a moratorium on foreclosure actions as it relates to residential or commercial
8 real estate.

9 56. This matter is filed in part under the Uniform Declaratory Judgment Act.

10 57. Pursuant to NRS 30.040, the Plaintiffs are entitled to declaratory relief as to rights, statutes,
11 and legal relations at issue in this matter and a declaration that the State of Nevada, Executive
12 Department, Declaration of Emergency Directive 008, dated March 29, 2020, which placed a
13 moratorium on foreclosure actions, is enforceable by the Plaintiffs against the Defendants.

14 58. Plaintiffs have found it necessary to employ the undersigned attorney to bring suit. Therefore,
15 Plaintiffs are seeking recovery of any and all expenses incurred including, without limitation, all
16 attorneys' fees and interest thereon.

17 **SECOND CAUSE OF ACTION**

18 **(Declaratory Relief Regarding CBC Partners 1, LLC's Lack Of Rights To Foreclose Or Evict**
19 **As It Admits It Sold And No Longer Possesses The Purported Note)**

20 **– Against CBC Partners I, LLC**

21 59. Plaintiffs incorporate by reference paragraphs 1 through 58 as though fully set forth herein.

22 60. A true and justiciable controversy exists between the Plaintiffs and the Defendant concerning
23 the rights, status, and legal relations of the parties to this action.

24 61. The Plaintiffs' interests are adverse to those of the Defendant.

25 62. The Plaintiffs' rights, status, and legal relations in relation to the Defendant are affected by
26 statute, including NRS 107.

27 63. CBC Partners 1, LLC acknowledges that it no longer possesses or has any interest in the
28 underlying Third Position Note.

1 64. As such, CBC Partners 1, LLC has no authority to conduct any foreclosure or eviction action
2 under NRS 107.

3 65. This matter is filed in part under the Uniform Declaratory Judgment Act.

4 66. Pursuant to NRS 30.040, the Plaintiffs are entitled to declaratory relief as to rights, statutes,
5 and legal relations at issue in this matter and a declaration that CBC Partners 1, LLC admits that, as
6 of at least April 8, 2020, it does not maintain any secured interest in the property as a lender and as
7 such has no authority to continue any foreclosure or eviction action, and is enforceable by the Plaintiffs
8 against the Defendant.

9 67. Plaintiffs have found it necessary to employ the undersigned attorney to bring suit. Therefore,
10 Plaintiffs are seeking recovery of any and all expenses incurred including, without limitation, all
11 attorneys' fees and interest thereon.

12 **THIRD CAUSE OF ACTION**

13 **(Declaratory Relief Regarding the Application of the One Action Rule) – Against CBC**

14 **Partners I, LLC and 5148 Spanish Heights, LLC**

15 68. Plaintiffs incorporate by reference paragraphs 1 through 67 as though fully set forth herein.

16 69. A true and justiciable controversy exists between the Plaintiffs and the Defendants concerning
17 the rights, status, and legal relations of the parties to this action.

18 70. The Plaintiffs' interests are adverse to those of the Defendants CBC Partners I, LLC and 5148
19 Spanish Heights, LLC.

20 71. The Plaintiffs' rights, status, and legal relations in relation to the Defendants are affected by
21 statute, including NRS 107.

22 72. This matter is filed in part under the Uniform Declaratory Judgment Act.

23 73. Pursuant to NRS 40.430 and 30.040, the Plaintiffs are entitled to declaratory relief as to rights,
24 statutes, and legal relations at issue in this matter and a declaration that the defendants CBC Partners
25 I, LLC and 5148 Spanish Heights, LLC are precluded from pursuing any foreclosure action against
26 the subject real property pursuant to the One Action Rule.

27 74. Plaintiffs have found it necessary to employ the undersigned attorney to bring suit. Therefore,
28 Plaintiffs are seeking recovery of any and all expenses incurred including, without limitation, all

1 attorneys' fees and interest thereon.

2 **FOURTH CAUSE OF ACTION**

3 **(Declaratory Relief Regarding the Applicability of the Doctrine of Merger) – Against**
4 **CBC Partners I, LLC and 5148 Spanish Heights, LLC**

5 75. Plaintiffs incorporate by reference paragraphs 1 through 74 as though fully set forth herein.

6 76. A true and justiciable controversy exists between the Plaintiffs and the Defendants concerning
7 the rights, status, and legal relations of the parties to this action.

8 77. The Plaintiffs' interests are adverse to those of the Defendants CBC Partners I, LLC and 5148
9 Spanish Heights, LLC.

10 78. The Plaintiffs' rights, status, and legal relations in relation to the Defendants are affected by
11 statute, including NRS 107.

12 79. This matter is filed in part under the Uniform Declaratory Judgment Act.

13 80. Pursuant to NRS 30.040, the Plaintiffs are entitled to declaratory relief as to rights, statutes,
14 and legal relations at issue in this matter and a declaration that the purported Note that defendants
15 CBC Partners I, LLC and 5148 Spanish Heights, LLC claim to be secured by a Deed of Trust recorded
16 against the Property has been extinguished via the Merger Doctrine in light of CBC Partners I, LLC
17 attempting to exercise purported rights to become legal owner of the Property.

18 81. Plaintiffs have found it necessary to employ the undersigned attorney to bring suit. Therefore,
19 Plaintiffs are seeking recovery of any and all expenses incurred including, without limitation, all
20 attorneys' fees and interest thereon.

21 **FIFTH CAUSE OF ACTION**

22 **(Declaratory Relief Regarding the Status of SJC Ventures Holding, LLC as Sole and**
23 **Exclusive Manager of Spanish Heights Acquisition Company, LLC)**

24 **– Against All Defendants**

25 82. Plaintiffs incorporate by reference paragraphs 1 through 81 as though fully set forth herein.

26 83. A true and justiciable controversy exists between the Plaintiffs and the Defendant concerning
27 the rights, status, and legal relations of the parties to this action.

28 84. The Plaintiffs' interests are adverse to those of the Defendants.

1 85. This matter is filed in part under the Uniform Declaratory Judgment Act.

2 86. Pursuant to NRS 30.040, the Plaintiffs are entitled to declaratory relief as to rights, statutes,
3 and legal relations at issue in this matter and a declaration that SJC Ventures Holding, LLC is named
4 the Sole and Exclusive Irrevocable Manager of Spanish Heights Acquisition Company, LLC under
5 such company's Operating Agreement.

6 87. No event has occurred which would abdicate SJC Ventures Holding, LLC's position as sole,
7 irrevocable and exclusive Manager of Spanish Heights Acquisition Company, LLC.

8 88. As such, SJC Ventures Holding, LLC is recognized and continues to be the Sole and Exclusive
9 Irrevocable Manager of Spanish Heights Acquisition Company, LLC under such company's
10 Operating Agreement

11 89. Plaintiffs have found it necessary to employ the undersigned attorney to bring suit. Therefore,
12 Plaintiffs are seeking recovery of any and all expenses incurred including, without limitation, all
13 attorneys' fees and interest thereon.

14 **SIXTH CAUSE OF ACTION**

15 **(Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction) –**
16 **Against CBC Partners I, LLC and 5148 Spanish Heights, LLC**

17 90. Plaintiffs incorporate by reference paragraphs 1 through 89 as though fully set forth herein.

18 91. Plaintiffs have multiple justiciable controversies with Defendants CBC Partners I, LLC. and
19 5148 Spanish Heights, LLC.

20 92. On the basis of the facts described herein, Plaintiffs have a reasonable probability of success
21 on the merits of their claims and have no other adequate remedies of law.

22 93. Plaintiffs have a probable right to relief and will suffer immediate, severe, and irreparable
23 injury unless the Defendants, their respective agents, servants, employers, principals, assignees,
24 transferees, and/or beneficiaries, and all those in active concert and participation with Defendants are
25 immediately restrained and enjoined from: (1) engaging in any further foreclosure activities against
26 the Property or eviction activity against the tenants; (2) proceeding on the current Notices of Default
27 and/or Notice to Vacate (including the tolling of any time under the Notice or Agreements); and (3)
28 attempting to foreclose on the Property through an extinguished purported interest.

1 94. The actions of Defendant CBC Partners I, LLC described herein have resulted in immediate
2 harm to, among other things, Plaintiffs' Property interests and tenant rights.

3 95. Plaintiffs are entitled to injunctive relief to end such actions and prevent further harm.

4 96. Plaintiffs have been required to retain the services of an attorney to file and prosecute this
5 action and have thereby been damaged. Accordingly, Plaintiffs seek an award of reasonable attorneys'
6 fees and costs incurred in this action.

7 **SEVENTH CAUSE OF ACTION**

8 **(Declaratory Relief Regarding the Antos Trust's Purported Assignment of Membership** 9 **Interest in Spanish Heights Acquisition Company, LLC) – Against the Antos Trust**

10 97. Plaintiffs incorporate by reference paragraphs 1 through 96 as though fully set forth herein.

11 98. A true and justiciable controversy exists between the Plaintiffs and the Defendant Antos Trust
12 concerning the rights, status, and legal relations of the parties to this action.

13 99. The Plaintiffs' interests are adverse to those of the Defendant the Antos Trust.

14 100. The Plaintiffs' rights, status, and legal relations in relation to the Defendant are affected by
15 statute, including NRS 107.

16 101. This matter is filed in part under the Uniform Declaratory Judgment Act.

17 102. Pursuant to NRS 30.040, the Plaintiffs are entitled to declaratory relief as to rights, statutes,
18 and legal relations at issue in this matter and a declaration that upon purportedly assigning its
19 membership interest in Spanish Heights Acquisition Company, LLC to CBC Partners I, LLC,
20 defendant the Antos Trust did not agree to waive or exclude the applicability of the Merger Doctrine,
21 and further, the Antos Trust was provided no consideration for their equitable interest in the property
22 other than the extinguishment of the Note under the De Facto Merger occurring on April 1, 2020.

23 103. Plaintiffs have found it necessary to employ the undersigned attorney to bring suit.
24 Therefore, Plaintiffs are seeking recovery of any and all expenses incurred including, without
25 limitation, all attorneys' fees and interest thereon.

26 **EIGHTH CAUSE OF ACTION**

27 **(Breach of Contract as to the Forbearance Agreement) – Against CBC Partners I, LLC**

28 104. Plaintiffs incorporate by reference paragraphs 1 through 103 as though fully set forth herein.

1 105. On or around September 27, 2017, defendant CBC Partners I, LLC executed the Forbearance
2 Agreement, which upon information and belief is a valid contract.

3 106. On or around December 1, 2019, defendant CBC Partners I, LLC executed the Amendment
4 to Forbearance Agreement and Related Agreements, which served as an amendment to the
5 Forbearance Agreement and which extended the forbearance period through March 31, 2020.

6 107. Pursuant to the plain language of the Forbearance Agreement: “[d]uring the Forbearance
7 Period, [CBC Partners I, LLC] shall continue to make payments to the first mortgagee and second
8 mortgagee to prevent the default of the 1st Mortgage and the 2nd Mortgage.”

9 108. Upon information and belief, starting on or around January 2020, CBC Partners I, LLC
10 materially breached the Forbearance Agreement by failing to continue to make payments to the first
11 and second mortgagee.

12 109. CBC Partners I, LLC also materially breached the Forbearance Agreement by issuing a
13 “Notice of Default” correspondence on March 16, 2020 which prematurely claimed that there was a
14 default under the Forbearance Agreement even though the only performance deadline set forth in the
15 Forbearance Agreement was March 31, 2020.

16 110. CBC Partners I, LLC’s material breach discharged the non-breaching party’s duty to
17 perform, thus Plaintiffs had no further duty to perform under the Forbearance Agreement.

18 111. As a direct and proximate result of CBC Partners I, LLC’s material breach of contract, to the
19 to the extent that Plaintiffs’ damages can be calculated with certainty, Plaintiffs have been and will be
20 damaged in an amount in excess of \$15,000.00.

21 112. As a direct and proximate result of the aforementioned actions and/or omissions of CBC
22 Partners I, LLC, Plaintiffs have been required to engage the services of an attorney, incurring
23 attorneys’ fees and costs to bring this action, and Plaintiffs are therefore entitled to reasonable
24 attorneys’ fees and costs incurred in this action.

25 **NINTH CAUSE OF ACTION**

26 **(Contractual Breach of the Covenant of Good Faith and Fair Dealing) – Against CBC**
27 **Partners I, LLC**

28 113. Plaintiffs incorporate by reference paragraphs 1 through 112 as though fully set forth herein.

1 114. On or around September 27, 2017, defendant CBC Partners I, LLC executed the Forbearance
2 Agreement, which upon information and belief is a valid contract.

3 115. On or around December 1, 2019, defendant CBC Partners I, LLC executed the Amendment
4 to Forbearance Agreement and Related Agreements, which served as an amendment to the
5 Forbearance Agreement and which extended the forbearance period through March 31, 2020.

6 116. Pursuant to the plain language of the Forbearance Agreement: “[d]uring the Forbearance
7 Period, [CBC Partners I, LLC] shall continue to make payments to the first mortgagee and second
8 mortgagee to prevent the default of the 1st Mortgage and the 2nd Mortgage.”

9 117. Defendant CBC Partners I, LLC owed a duty of good faith to Plaintiffs.

10 118. Plaintiffs reasonably expected that defendant CBC Partners I, LLC would fulfill its
11 responsibilities under the Forbearance Agreement by continuing to make payments to the first and
12 second mortgagee.

13 119. Upon information and belief, starting on or around January 2020, while collecting payments
14 due each month from Spanish Heights Acquisition Company, LLC, CBC Partners I, LLC, materially
15 breached the Forbearance Agreement by failing to continue to make its payments to the first and
16 second mortgagee.

17 120. CBC Partners I, LLC also materially breached the Forbearance Agreement by issuing a
18 “Notice of Default” correspondence on March 16, 2020 which prematurely claimed that there was a
19 default under the Forbearance Agreement even though the only performance deadline set forth in the
20 Forbearance Agreement was March 31, 2020.

21 121. Accordingly, Plaintiffs’ justified expectations were denied.

22 122. As a direct and proximate result of CBC Partners I, LLC’s contractual breach of the duty of
23 good faith and fair dealing, to the to the extent that Plaintiffs’ damages can be calculated with
24 certainty, Plaintiffs have been and will be damaged in an amount in excess of \$15,000.00.

25 123. As a direct and proximate result of the aforementioned actions and/or omissions of CBC
26 Partners I, LLC, Plaintiffs have been required to engage the services of an attorney, incurring
27 attorneys’ fees and costs to bring this action, and Plaintiffs are therefore entitled to reasonable
28 attorneys’ fees and costs incurred in this action.

1 **TENTH CAUSE OF ACTION**

2 **(Declaratory Relief as to Plaintiffs' Lack of Liability for Fireworks Set off And The Use Of An**
3 **Incendiary Device By a Different Property) – Against DACIA, LLC**

4 124. Plaintiffs incorporate by reference paragraphs 1 through 123 as though fully set forth herein.

5 125. A true and justiciable controversy exists between the Plaintiffs and the Defendant concerning
6 the rights, status, and legal relations of the parties to this action.

7 126. The Plaintiffs' interests are adverse to those of the Defendant DACIA, LLC.

8 127. The Plaintiffs' rights, status, and legal relations in relation to the Defendant are affected by
9 statute, including NRS 107.

10 128. This matter is filed in part under the Uniform Declaratory Judgment Act.

11 129. It is Plaintiffs' understanding that CBC Partners I, LLC contends it is exempt from following
12 Governor Sisolak's Emergency Directive 008 because it alleges fireworks were set off from and an
13 incendiary device was used at the Property in July of 2019.

14 130. In reality, the property owned by defendant DACIA, LLC, which is in the same
15 neighborhood as the Property at issue, set off fireworks and used an incendiary device in July of 2019.

16 131. Pursuant to NRS 30.040, the Plaintiffs are entitled to declaratory relief as to rights, statutes,
17 and legal relations at issue in this matter and a declaration that CBC Partners I, LLC is not entitled to
18 claim an exemption to Governor Sisolak's Emergency Directive 008 based on fireworks that were not
19 set off from or an incendiary device used at the Property but that were actually set off by property
20 owned by defendant DACIA, LLC in July of 2019 – to the extent such fireworks or incendiary device
21 even constitute the type of serious endangerment to the public or other residents or criminal activity
22 referenced in the Governor's Emergency Directive, which has not been established.

23 132. Plaintiffs have found it necessary to employ the undersigned attorney to bring suit.
24 Therefore, Plaintiffs are seeking recovery of any and all expenses incurred including, without
25 limitation, all attorneys' fees and interest thereon.

26 **ELEVENTH CAUSE OF ACTION**

27 **(Indemnity) – Against DACIA, LLC**

28 133. Plaintiffs incorporate by reference paragraphs 1 through 132 as though fully set forth herein.

1 134. Plaintiffs are informed and believe, and based thereon allege, that they are in no way
2 responsible for causing any fireworks to be set off from or the use of an incendiary device at the
3 Property in July of 2019, and that any such fireworks were set off from the property owned by DACIA,
4 LLC.

5 135. Therefore, if the Court determines that an exemption to Governor Sisolak's Emergency
6 Directive 008 exists as a result of fireworks being set off or the use of an incendiary device in July of
7 2019, then Plaintiffs are informed and believe, and on that basis allege, that the conduct, in whole or
8 in part of DACIA, LLC, as the owner of the Property that actually set off fireworks or used of an
9 incendiary device at in July 2019, contributed to the happening of the fireworks being set off or the
10 use of an incendiary device in the neighborhood.

11 136. By reason of the foregoing allegations, if the Court determines that an exemption to
12 Governor Sisolak's Emergency Directive 008 exists as a result of fireworks being set off or the use of
13 an incendiary device in July of 2019, then Plaintiffs are entitled to be indemnified by defendant
14 DACIA, LLC, for its fair share of any judgment or fines imposed rendered against Plaintiffs as a result
15 of that decision.

16 **TWELFTH CAUSE OF ACTION**

17 **(Contribution) – Against DACIA, LLC**

18 137. Plaintiffs incorporate by reference paragraphs 1 through 136 as though fully set forth herein.

19 138. A right to contribution exists “where two or more persons become jointly or severally liable
20 in tort for the same injury to [a] person ... even though judgment has not been recovered against all or
21 any of them.” NRS 17.225(1).

22 139. Plaintiffs are informed and believe, and based thereon allege, that they are in no way
23 responsible for causing any fireworks to be set off from or the use of an incendiary device at the
24 Property in July of 2019, and that any such fireworks were set off from the property owned by DACIA,
25 LLC.

26 140. Therefore, if the Court determines that an exemption to Governor Sisolak's Emergency
27 Directive 008 exists as a result of fireworks being set off or the use of an incendiary device in July of
28 2019, then Plaintiffs are informed and believe, and on that basis allege, that the conduct, in whole or

1 in part of DACIA, LLC, as the owner of the Property that actually set off fireworks or used an
2 incendiary device in July 2019, contributed to and caused the happening of the fireworks being set off
3 in or the use of an incendiary device in the neighborhood.

4 141. By reason of the foregoing allegations, if the Court determines that an exemption to
5 Governor Sisolak's Emergency Directive 008 exists as a result of fireworks being set off or the use of
6 an incendiary device in July of 2019, then Plaintiffs are entitled to a judgment, over and against
7 defendant DACIA, LLC, for its fair share of any judgment rendered against Plaintiffs as a result of
8 that decision.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

11 1. For an entry of Declaratory Judgment pursuant to NRS 107 and 30.040 that the State
12 of Nevada, Executive Department, Declaration of Emergency Directive 008, dated March 29, 2020,
13 which placed a moratorium on eviction and foreclosure actions, is enforceable by the Plaintiffs
14 against the Defendant and therefore Defendant's Notice of Default and Notice to Vacate are in
15 violation of the Governor's Executive Order 008 and are null and void ab initio;

16 2. For an entry of Declaratory Judgment pursuant to NRS 107 and 30.040 that CBC
17 Partners 1, LLC, as of at least April 8, 2020, by its own admission, is not a secured creditor against
18 the subject real property, has no basis under which it can claim rights to undertake either a non-
19 judicial foreclosure or eviction, has no basis under which it may continue any further foreclosure or
20 eviction activity and is enforceable by the Plaintiffs against the Defendant and therefore Defendant's
21 Notice of Default and Notice to Vacate are null and void ab initio;

22 3. For an entry of Declaratory Judgment pursuant to NRS 107 and 30.040 that the
23 purported Note that defendant CBC Partners I, LLC claims to be secured by a Deed of Trust recorded
24 against the Property has been extinguished via the Merger Doctrine in light of CBC Partners I, LLC
25 exercising its purported rights to become partial legal owner of the Property;

26 4. For an entry of Declaratory Judgment pursuant to NRS 40.430 and 30.040 that
27 defendant CBC Partners I, LLC is precluded from pursuing any foreclosure action against the subject
28 real property pursuant to the One Action Rule;

1 5. For an entry of Declaratory Judgment that SJC Ventures Holding, LLC is recognized
2 as the sole, exclusive and irrevocable Manager of SJC Ventures Holding, LLC as per the Four
3 Corners of the SJC Ventures Holding, LLC Operating Agreement;

4 6. For an entry of Declaratory Judgment pursuant to NRS 40.430 and 30.040 that upon
5 purportedly assigning its membership interest in Spanish Heights Acquisition Company, LLC to
6 CBC Partners I, LLC, defendant the Antos Trust did not agree to waive or exclude the applicability
7 of the Merger Doctrine;

8 7. For an entry of Declaratory Judgment pursuant to NRS 40.430 and 30.040 that CBC
9 Partners I, LLC is not entitled to claim an exemption to Governor Sisolak's Emergency Directive
10 008 based on last year's allegations of Spanish Heights Acquisitions Company, LLC's alleged failure
11 to provide a guest list 10 days in advance of an event, using a residents transponder to allow entry to
12 residents and guests wrongfully detained at the gate, or for fireworks or use of an incendiary device
13 that were not set off from the Property but that were actually set off by property owned by defendant
14 DACIA, LLC in July of 2019 – to the extent such fireworks on the Fourth of July 2019 or the use of
15 an incendiary device during 2019, even constitute the type of serious endangerment to the public or
16 other residents or criminal activity referenced in the Governor's Emergency Directive, which has not
17 been established;

18 8. For an entry of Declaratory Judgment pursuant to NRS 40.430 and 30.040 that the
19 lease agreement between Spanish Heights Acquisitions Company, LLC, as landlord and SJC
20 Ventures Holding, LLC as tenant is valid and binding unto all parties and is not subject to being
21 voided or terminated prior to the expiration of the two extensions recognized by all parties;

22 9. Judgment in favor of Plaintiffs on the complaint and all claims for relief asserted
23 therein;

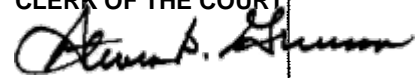
24 10. For such injunctive relief as necessary;

25 11. For an award of reasonable attorneys' fees and costs incurred by Plaintiffs;

26 12. For an award of pre and post-judgment interest; and

27 ///

28 ///



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*Attorneys for Defendants
5148 Spanish Heights, LLC and
CBC Partners I, LLC, CBC Partners, LLC and
Counterclaimants*

DISTRICT COURT

CLARK COUNTY, NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada Limited Liability
Company; SJC VENTURES HOLDING
COMPANY, LLC, d/b/a SJC VENTURES, LLC
a Delaware limited liability company,

Plaintiffs,

v.

CBC PARTNERS I, LLC, a foreign limited
liability company; CBC PARTNERS, LLC, a
foreign limited liability company, 5148
SPANISH HEIGHTS, LLC, a Nevada limited
liability company; KENNETH ANTOS and
SHEILA NEUMANN-ANTOS, as Trustees of
the Kenneth & Sheila Antos Living Trust and the
Kenneth M. Antos & Sheila M. Neumann-Antos
Trust; DACIA, LLC, a foreign limited liability
company; DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

Case No. A-20-813439-B

Dept. No.: 11

DEFENDANTS

**CBC PARTNERS I, LLC, CBC
PARTNERS, LLC, AND 5148
SPANISH HEIGHTS, LLC ANSWER
TO FIRST AMENDED COMPLAINT**

CAPTION CONTINUES BELOW

1 5148 SPANISH HEIGHTS, LLC, a Nevada
2 limited liability company; and CBC PARTNERS
I, LLC, a Washington limited liability company,

3 Counterclaimants,

4 v.

5
6 SPANISH HEIGHTS ACQUISITION
7 COMPANY, LLC, a Nevada Limited Liability
8 Company; SJC VENTURES, LLC, a Delaware
9 limited liability company; SJC VENTURES
10 HOLDING COMPANY, LLC, a Delaware
11 limited liability company; JAY BLOOM,
individually and as Manager, DOE
DEFENDANTS 1-10; and ROE DEFENDANTS
11-20,

12 Counterdefendants.

13 **DEFENDANT CBC PARTNERS I, LLC, CBC PARTNERS, LLC, AND 5148 SPANISH**
14 **HEIGHTS, LLC ANSWER TO FIRST AMENDED COMPLAINT**

15 Defendant, CBC Partners I, LLC, CBC Partners, LLC, AND 5148 Spanish Heights, LLC
16 (“Defendants”), by and through their attorney Michael R. Mushkin, of the law firm of Mushkin
17 & Coppedge, for its Answer to Plaintiffs’ First Amended Complaint (“FAC”) hereby admits,
18 deny, and affirmatively alleges as follows in response to the FAC on file in the above-entitled
19 action:

20 **PARTIES**

21 1. In answering Paragraph 1 of the FAC, Defendants are without knowledge
22 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
23 contained therein.

24 2. In answering Paragraph 2 of the FAC, Defendants admit that there is a property
25 located at 5148 Spanish Heights Drive, Las Vegas, Nevada 89148, with Assessor’s Parcel
26 Number of 163-29-615-007 and Defendants are without knowledge sufficient to form a belief as
27 to the truth of the remainder of the allegations and therefore deny the allegations contained
28 therein.

1 3. In answering Paragraph 3 of the FAC, Defendants are without knowledge
2 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
3 contained therein.

4 4. In answering Paragraph 4 of the FAC, Defendants are without knowledge
5 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
6 contained therein.

7 5. In answering Paragraph 5 of the FAC, Defendants are without knowledge
8 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
9 contained therein.

10 6. In answering Paragraph 6 of the FAC, Defendants admit that CBC Partners I, LLC
11 is a foreign company; however Defendants deny that CBC Partners I, LLC is doing business in
12 Clark County, State of Nevada pursuant to NRS 80.015 and therefore is not required to register
13 as a foreign entity in Nevada.

14 7. In answering Paragraph 7 of the FAC, Defendants admit that CBC Partners, LLC
15 is a foreign company; however Defendants deny that CBC Partners, LLC is doing business in
16 Clark County, State of Nevada pursuant to NRS 80.015 and therefore is not required to register
17 as a foreign entity in Nevada.

18 8. In answering Paragraph 8 of the FAC, Defendants admit the allegations contained
19 therein.

20 9. In answering Paragraph 9 of the FAC, Defendants admit the allegations contained
21 therein.

22 10. In answering Paragraph 10 of the FAC, Defendants are without knowledge
23 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
24 contained therein.

25 11. In answering Paragraph 11 of the FAC, Defendants are without knowledge
26 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
27 contained therein.

28 12. In answering Paragraph 12 of the FAC, Defendants are without knowledge

1 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
2 contained therein.

3 **GENERAL ALLEGATIONS**

4 13. In answering Paragraph 13 of the FAC, Defendants are without knowledge
5 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
6 contained therein.

7 14. In answering Paragraph 14 of the FAC, Defendants are without knowledge
8 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
9 contained therein.

10 15. In answering Paragraph 15 of the FAC, Defendants are without knowledge
11 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
12 contained therein.

13 16. In answering Paragraph 16 of the FAC, Defendants are without knowledge
14 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
15 contained therein.

16 17. In answering Paragraph 17 of the FAC, Defendants are without knowledge
17 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
18 contained therein.

19 18. In answering Paragraph 18 of the FAC, Defendants are without knowledge
20 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
21 contained therein.

22 19. In answering Paragraph 19 of the FAC, Defendants are without knowledge
23 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
24 contained therein.

25 20. In answering Paragraph 20 of the FAC, Defendants deny the allegations contained
26 therein.

27 21. In answering Paragraph 21 of the FAC, Defendants are without knowledge
28 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations

1 contained therein.

2 22. In answering Paragraph 22 of the FAC, Defendants are without knowledge
3 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
4 contained therein.

5 23. In answering Paragraph 23 of the FAC, Defendants are without knowledge
6 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
7 contained therein.

8 24. In answering Paragraph 24 of the FAC, Defendants are without knowledge
9 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
10 contained therein.

11 25. In answering Paragraph 25 of the FAC, Defendants are without knowledge
12 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
13 contained therein.

14 26. In answering Paragraph 26 of the FAC, Defendants admit the allegations contained
15 therein.

16 27. In answering Paragraph 27 of the FAC, Defendants deny the allegations contained
17 therein.

18 28. In answering Paragraph 28 of the FAC, Defendants deny the allegations contained
19 therein.

20 29. In answering Paragraph 29 of the FAC, Defendants deny the allegations contained
21 therein.

22 30. In answering Paragraph 30 of the FAC, Defendants deny the allegations contained
23 therein.

24 31. In answering Paragraph 31 of the FAC, Defendants deny the allegations contained
25 therein.

26 32. In answering Paragraph 32 of the FAC, Defendants deny the allegations contained
27 therein.

28 33. In answering Paragraph 33 of the FAC, Defendants are without knowledge

1 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
2 contained therein.

3 34. In answering Paragraph 34 of the FAC, Defendants are without knowledge
4 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
5 contained therein.

6 35. In answering Paragraph 35 of the FAC, Defendants are without knowledge
7 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
8 contained therein.

9 36. In answering Paragraph 36 of the FAC, Defendants are without knowledge
10 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
11 contained therein.

12 37. In answering Paragraph 37 of the FAC, Defendants admit that a Notice to Vacate
13 was issued and Defendants are without knowledge sufficient to form a belief as to the truth of the
14 remainder of the allegations and therefore deny the allegations contained therein.

15 38. In answering Paragraph 38 of the FAC, Defendants deny the allegations contained
16 therein.

17 39. In answering Paragraph 39 of the FAC, Defendants admit the allegations contained
18 therein.

19 40. In answering Paragraph 40 of the FAC, Defendants are without knowledge
20 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
21 contained therein.

22 41. In answering Paragraph 41 of the FAC, Defendants are without knowledge
23 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
24 contained therein.

25 42. In answering Paragraph 42 of the FAC, Defendants admit the allegations contained
26 therein.

27 43. In answering Paragraph 43 of the FAC, Defendants are without knowledge
28 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations

1 contained therein.

2 44. In answering Paragraph 44 of the FAC, Defendants are without knowledge
3 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
4 contained therein.

5 45. In answering Paragraph 45 of the FAC, Defendants admit the allegations contained
6 therein.

7 46. In answering Paragraph 46 of the FAC, Defendants admit the allegations contained
8 therein.

9 47. In answering Paragraph 47 of the FAC, Defendants are without knowledge
10 sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny
11 the allegations contained therein.

12 48. In answering Paragraph 48 of the FAC, Defendants are without knowledge
13 sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny
14 the allegations contained therein.

15 49. In answering Paragraph 49 of the FAC, Defendants deny the allegations contained
16 therein.

17 50. In answering Paragraph 50 of the FAC, Defendants deny the allegations contained
18 therein.

19 **FIRST CAUSE OF ACTION**

20 **(Declaratory Relief as to the Obligation to Abide by Governor Sisolak's Emergency**

21 **Directive Placing a Moratorium on Foreclosure and Eviction Actions)**

22 **Against all Defendants**

23 51. In answering Paragraph 51 of the FAC, Defendants repeat and reallege all answers
24 as though fully set forth herein.

25 52. In answering Paragraph 52 of the FAC, Defendants admit the allegations contained
26 therein.

27 53. In answering Paragraph 53 of the FAC, Defendants admit the allegations contained
28 therein.

54. In answering Paragraph 54 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny the allegations contained therein.

55. In answering Paragraph 55 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny the allegations contained therein.

56. In answering Paragraph 56 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny the allegations contained therein.

57. In answering Paragraph 57 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny the allegations contained therein.

58. In answering Paragraph 58 of the FAC, Defendants deny the allegations contained therein.

SECOND CAUSE OF ACTION

(Declaratory Relief Regarding CBC Partners I, LLC's Lack of Rights to Foreclose or to Evict as it Admits it Sold and no longer Possesses the Purported Note)

Against CBC Partners I, LLC

59. In answering Paragraph 59 of the FAC, Defendants repeat and reallege all answers as though fully set forth herein.

60. In answering Paragraph 60 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny the allegations contained therein.

61. In answering Paragraph 61 of the FAC, Defendants admit the allegations contained therein.

62. In answering Paragraph 62 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny the allegations contained therein.

1 63. In answering Paragraph 63 of the FAC, Defendants admit the allegations contained
2 therein.

3 64. In answering Paragraph 64 of the FAC, Defendants are without knowledge
4 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
5 contained therein.

6 65. In answering Paragraph 65 of the FAC, Defendants are without knowledge
7 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
8 contained therein.

9 66. In answering Paragraph 66 of the FAC, Defendants are without knowledge
10 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
11 contained therein.

12 67. In answering Paragraph 67 of the FAC, Defendants deny the allegations contained
13 therein.

14 **THIRD CAUSE OF ACTION**

15 **(Declaratory Relief of the Application of the One Action Rule)**

16 **Against CBC Partners I, LLC and 5148 Spanish Heights, LLC**

17 68. In answering Paragraph 68 of the FAC, Defendants repeat and reallege all answers
18 as though fully set forth herein.

19 69. In answering Paragraph 69 of the FAC, Defendants are without knowledge
20 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
21 contained therein.

22 70. In answering Paragraph 70 of the FAC, Defendants admit the allegations contained
23 therein.

24 71. In answering Paragraph 71 of the FAC, Defendants are without knowledge
25 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
26 contained therein.

27 72. In answering Paragraph 72 of the FAC, Defendants are without knowledge
28 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations

1 contained therein.

2 73. In answering Paragraph 73 of the FAC, Defendants are without knowledge
3 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
4 contained therein.

5 74. In answering Paragraph 74 of the FAC, Defendants deny the allegations contained
6 therein.

7 **FOURTH CAUSE OF ACTION**

8 **(Declaratory Relief Regarding the Applicability of the Doctrine of Merger)**

9 **Against CBC Partners I, LLC and 5148 Spanish Heights, LLC**

10 75. In answering Paragraph 75 of the FAC, Defendant repeat and reallege all answers
11 as though fully set forth herein.

12 76. In answering Paragraph 76 of the FAC, Defendants are without knowledge
13 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
14 contained therein.

15 77. In answering Paragraph 77 of the FAC, Defendants admit the allegations contained
16 therein.

17 78. In answering Paragraph 78 of the FAC, Defendants are without knowledge
18 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
19 contained therein.

20 79. In answering Paragraph 79 of the FAC, Defendants are without knowledge
21 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
22 contained therein.

23 80. In answering Paragraph 80 of the FAC, Defendants are without knowledge
24 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
25 contained therein.

26 81. In answering Paragraph 81 of the FAC, Defendants deny the allegations contained
27 therein.

28

1 **FIFTH CAUSE OF ACTION**

2 **(Declaratory Relief Regarding the Status of SJC Ventures Holding, LLC as Sole and**
3 **Exclusive Manager of Spanish Heights Acquisition Company, LLC)**

4 **Against all Defendants**

5 82. In answering Paragraph 82 of the FAC, Defendants repeat and reallege all answers
6 as though fully set forth herein.

7 83. In answering Paragraph 83 of the FAC, Defendants are without knowledge
8 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
9 contained therein.

10 84. In answering Paragraph 84 of the FAC, Defendants admit the allegations contained
11 therein.

12 85. In answering Paragraph 85 of the FAC, Defendants are without knowledge
13 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
14 contained therein.

15 86. In answering Paragraph 86 of the FAC, Defendants are without knowledge
16 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
17 contained therein.

18 87. In answering Paragraph 87 of the FAC, Defendants deny the allegations contained
19 therein.

20 88. In answering Paragraph 88 of the FAC, Defendants deny the allegations contained
21 therein.

22 89. In answering Paragraph 89 of the FAC, Defendants deny the allegations contained
23 therein.

24 **SIXTH CAUSE OF ACTION**

25 **(Temporary Restraining Order, Preliminary Injunction, and permanent Injunction)**

26 **Against CBC Partners I, LLC and 5148 Spanish Heights, LLC**

27 90. In answering Paragraph 90 of the FAC, Defendants repeat and reallege all answers
28 as though fully set forth herein.

91. In answering Paragraph 91 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

92. In answering Paragraph 92 of the FAC, Defendants deny the allegations contained therein.

93. In answering Paragraph 93 of the FAC, Defendants deny the allegations contained therein.

94. In answering Paragraph 94 of the FAC, Defendants deny the allegations contained therein.

95. In answering Paragraph 95 of the FAC, Defendants deny the allegations contained therein.

96. In answering Paragraph 96 of the FAC, Defendants deny the allegations contained therein.

SEVENTH CAUSE OF ACTION

**(Declaratory Relief Regarding the Antos Trust's Purported Assignment of Membership
Interest in Spanish Heights Acquisition Company)**

Against the Antos Trust

97. In answering Paragraph 97 of the FAC, Defendants repeat and reallege all answers as though fully set forth herein.

98. In answering Paragraph 98 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

99. In answering Paragraph 99 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

100. In answering Paragraph 100 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

101. In answering Paragraph 101 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

102. In answering Paragraph 102 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

103. In answering Paragraph 103 of the FAC, Defendants deny the allegations contained therein.

EIGHTH CAUSE OF ACTION

(Breach of Contract as to the Forbearance Agreement)

Against CBC partners I, LLC

104. In answering Paragraph 104 of the FAC, Defendants repeat and reallege all answers as though fully set forth herein.

105. In answering Paragraph 105 of the FAC, Defendants admit the allegations contained therein.

106. In answering Paragraph 106 of the FAC, Defendants admit the allegations contained therein.

107. In answering Paragraph 107 of the FAC, Defendants admit the allegations contained therein.

108. In answering Paragraph 108 of the FAC, Defendants deny the allegations contained therein.

109. In answering Paragraph 109 of the FAC, Defendants deny the allegations contained therein.

110. In answering Paragraph 110 of the FAC, Defendants deny the allegations contained therein.

111. In answering Paragraph 111 of the FAC, Defendants deny the allegations contained therein.

112. In answering Paragraph 112 of the FAC, Defendants deny the allegations

1 contained therein.

2 **NINTH CAUSE OF ACTION**

3 **(Contractual Breach of the Covenant of Good Faith and Fair Dealing)**

4 **Against CBC Partners I, LLC**

5 113. In answering Paragraph 113 of the FAC, Defendants repeat and reallege all
6 answers as though fully set forth herein.

7 114. In answering Paragraph 114 of the FAC, Defendants admit the allegations
8 contained therein.

9 115. In answering Paragraph 115 of the FAC, Defendants admit the allegations
10 contained therein.

11 116. In answering Paragraph 116 of the FAC, Defendants admit the allegations
12 contained therein.

13 117. In answering Paragraph 117 of the FAC, Defendants admit the allegations
14 contained therein.

15 118. In answering Paragraph 118 of the FAC, Defendants admit the allegations
16 contained therein.

17 119. In answering Paragraph 119 of the FAC, Defendants deny the allegations
18 contained therein.

19 120. In answering Paragraph 120 of the FAC, Defendants deny the allegations
20 contained therein.

21 121. In answering Paragraph 121 of the FAC, Defendants deny the allegations
22 contained therein.

23 122. In answering Paragraph 122 of the FAC, Defendants deny the allegations
24 contained therein.

25 123. In answering Paragraph 123 of the FAC, Defendants deny the allegations
26 contained therein.

1 **TENTH CAUSE OF ACTION**

2 **(Declaratory Relief as to Plaintiffs' Lack of Liability for Fireworks Set Off and the Use of**
3 **an Incendiary Device by a Different Property)**

4 **Against Dacia, LLC**

5 124. In answering Paragraph 124 of the FAC, Defendants repeat and reallege all
6 answers as though fully set forth herein.

7 125. In answering Paragraph 125 of the FAC, Defendants deny the allegations
8 contained therein.

9 126. In answering Paragraph 126 of the FAC, Defendants deny the allegations
10 contained therein.

11 127. In answering Paragraph 127 of the FAC, Defendants deny the allegations
12 contained therein.

13 128. In answering Paragraph 128 of the FAC, Defendants deny the allegations
14 contained therein.

15 129. In answering Paragraph 129 of the FAC, Defendants deny the allegations
16 contained therein.

17 130. In answering Paragraph 130 of the FAC, Defendants deny the allegations
18 contained therein.

19 131. In answering Paragraph 131 of the FAC, Defendants deny the allegations
20 contained therein.

21 132. In answering Paragraph 132 of the FAC, Defendants deny the allegations
22 contained therein.

23 **ELEVENTH CAUSE OF ACTION**

24 **(Indemnity)**

25 **Against Dacia, LLC**

26 133. In answering Paragraph 133 of the FAC, Defendants repeat and reallege all
27 answers as though fully set forth herein.

28 134. In answering Paragraph 134 of the FAC, Defendants deny the allegations

1 contained therein.

2 135. In answering Paragraph 135 of the FAC, Defendants deny the allegations
3 contained therein.

4 136. In answering Paragraph 136 of the FAC, Defendants deny the allegations
5 contained therein.

6 **TWELFTH CAUSE OF ACTION**

7 **(Contribution)**

8 **Against Dacia, LLC**

9 137. In answering Paragraph 137 of the FAC, Defendants repeat and reallege all
10 answers as though fully set forth herein.

11 138. In answering Paragraph 138 of the FAC, Defendants are without knowledge
12 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
13 contained therein.

14 139. In answering Paragraph 139 of the FAC, Defendants deny the allegations
15 contained therein.

16 140. In answering Paragraph 140 of the FAC, Defendants deny the allegations
17 contained therein.

18 141. In answering Paragraph 141 of the FAC, Defendants deny the allegations
19 contained therein.

20 **AFFIRMATIVE DEFENSES**

21 1) Defendant deny each and every allegation contained in the First Amended
22 Complaint not otherwise specifically admitted or denied herein.

23 2) Plaintiffs have failed to state a claim against Defendant upon which relief may be
24 granted.

25 3) Plaintiffs' claims are barred because the grant of relief would unjustly enrich them.

26 4) Plaintiff's claims are barred because they failed to satisfy a condition precedent
27 and/or a condition subsequent.

28 5) Defendant's actions upon which Plaintiffs' First Amended Complaint is based

1 were reasonable, justified, undertaken in good faith, and lawful.

2 6) Plaintiffs' claims against Defendant are barred as a matter of law as Plaintiffs'
3 Complaint makes numerous blatantly false claims.

4 7) Plaintiffs have failed to mitigate their damages.

5 8) Plaintiffs' claims are barred by the doctrine of laches.

6 9) Plaintiffs' claims are barred by the doctrine of unclean hands.

7 10) Plaintiff's claims are barred by a failure of consideration.

8 11) Plaintiffs are estopped from asserting the claims set forth in the Complaint because
9 of improper conduct, acts, or omissions.

10 12) Plaintiffs' claims are barred by lack of authority.

11 13) Plaintiffs' claims are barred because Plaintiffs did not suffer any damages and, to
12 the extent Plaintiffs have suffered any losses, they are speculative and vague.

13 14) Defendant has incurred attorneys' fees and costs in the defense of this action and
14 is entitled to full reimbursement thereof.

15 15) Defendant hereby incorporates those affirmative defenses enumerated in NRCP 8
16 as if fully set forth herein. Such defenses are herein incorporated by reference for the specific
17 purpose of not waiving any such defense. In the event further investigation or discovery reveals
18 the applicability of any such defenses, Defendant reserves the right to seek leave of the Court to
19 amend this Answer to the Complaint and to specifically assert any such defense. Such defenses
20 are herein incorporated by reference for the specific purpose of not waiving any such defense.

21 16) Pursuant to NRCP 11, all possible affirmative defenses may not have been alleged
22 herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of the
23 Answer to First Amended Complaint. Therefor Defendant reserves the right to amend this
24 Answer, including adding affirmative defenses, based upon discovery, review of documents, and
25 development of evidence in this case.

26 WHEREFORE, Defendant prays for judgment as follows:

27 1. That Plaintiffs take nothing by way of their claims, and the same be dismissed with
28 prejudice;

2. That Defendant be awarded its attorneys' fees and costs incurred in the defense of this action; and

3. Such other and further relief as the Court deems just and proper.

DATED this 11 day of June, 2020

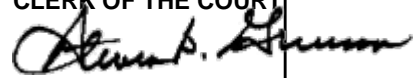
MUSHKIN & COPPEDGE

MICHAEL R. MUSHKIN, ESQ.
Nevada Bar No. 2421
L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
6070 South Eastern Ave Ste 270
Las Vegas, NV 89119

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **Defendants CBC Partners I, LLC, CBC Partners, LLC, and 5148 Spanish Heights, LLC Answer to First Amended Complaint** was submitted electronically for filing and/or service with the Eighth Judicial District Court on this 10th day of June, 2020. Electronic service of the foregoing document shall be upon all parties listed on the Odyssey eFileNV service contact list:

An Employee of
MUSHKIN & COPPEDGE



Michael R. Mushkin, Esq.
Nevada Bar No. 2421
L. Joe Coppedge, Esq.
Nevada Bar No. 4954
MUSHKIN & COPPEDGE
6070 South Eastern Ave Ste 270
Las Vegas, NV 89119
Telephone: 702-454-3333
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Michael@mccnvlaw.com
jcoppedge@mccnvlaw.com

*Attorneys for Defendants
Sheila Antos and Kenneth Antos,
As Trustees of the Kenneth & Sheila
Antos Living Trust and the Kenneth M.
Antos & Sheila M. Neumann-Antos Trust*

DISTRICT COURT

CLARK COUNTY, NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada Limited Liability
Company; SJC VENTURES HOLDING
COMPANY, LLC, d/b/a SJC VENTURES, LLC
a Delaware limited liability company,

Plaintiffs,

v.

CBC PARTNERS I, LLC, a foreign limited
liability company; CBC PARTNERS, LLC, a
foreign limited liability company, 5148
SPANISH HEIGHTS, LLC, a Nevada limited
liability company; KENNETH ANTOS and
SHEILA NEUMANN-ANTOS, as Trustees of
the Kenneth & Sheila Antos Living Trust and the
Kenneth M. Antos & Sheila M. Neumann-Antos
Trust; DACIA, LLC, a foreign limited liability
company; DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

Case No. A-20-813439-B

Dept. No.: 11

**DEFENDANTS SHEILA ANTOS AND
KENNETH ANTOS, AS TRUSTEES
OF THE KENNETH & SHEILA
ANTOS LIVING TRUST AND THE
KENNETH M. ANTOS & SHEILA M.
NEUMANN-ANTOS TRUST
ANSWER TO FIRST AMENDED
COMPLAINT AND
COUNTERCLAIM**

EXEMPT FROM ARBITRATION:

1. Request for Declaratory Relief
2. Action Concerning Real Property

CAPTION CONTINUES BELOW

1 5148 SPANISH HEIGHTS, LLC, a Nevada
2 limited liability company; and CBC PARTNERS
3 I, LLC, a Washington limited liability company,

4 Counterclaimants,

5 v.

6 SPANISH HEIGHTS ACQUISITION
7 COMPANY, LLC, a Nevada Limited Liability
8 Company; SJC VENTURES, LLC, a Delaware
9 limited liability company; SJC VENTURES
10 HOLDING COMPANY, LLC, a Delaware
11 limited liability company; JAY BLOOM,
12 individually and as Manager, DOE
13 DEFENDANTS 1-10; and ROE DEFENDANTS
14 11-20,

15 Counterdefendants.

16 KENNETH ANTOS and SHEILA NEUMANN-
17 ANTOS, as Trustees of the Kenneth & Sheila
18 Antos Living Trust and the Kenneth M. Antos &
19 Sheila M. Nuemann-Antos Trust,

20 Counterclaimants,

21 v.

22 SJC VENTURES HOLDING COMPANY,
23 LLC, d/b/a SJC VENTURES, LLC a Delaware
24 limited liability Company, DOES I though X;
25 and ROE CORPORATIONS I through X,
26 inclusive,

27 Counterdefendants.

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**DEFENDANTS SHEILA ANTOS AND KENNETH ANTOS, AS TRUSTEES OF THE
KENNETH & SHEILA ANTOS LIVING TRUST AND THE KENNETH M. ANTOS &
SHEILA M. NEUMANN-ANTOS TRUST ANSWER TO FIRST AMENDED
COMPLAINT AND COUNTERCLAIM**

Defendants, Sheila Antos and Kenneth Antos, as Trustees of the Kenneth & Sheila Antos
Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos Trust Answer to First

1 Amended Complaint ("Defendants"), by and through their attorney Michael R. Mushkin, of the
2 law firm of Mushkin & Coppedge, for their Answer to Plaintiffs' First Amended Complaint
3 ("FAC") hereby admits, deny, and affirmatively alleges as follows in response to the FAC on file
4 in the above-entitled action:

5 **PARTIES**

6 1. In answering Paragraph 1 of the FAC, Defendants are without knowledge
7 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
8 contained therein.

9 2. In answering Paragraph 2 of the FAC, Defendants admit that there is a property
10 located at 5148 Spanish Heights Drive, Las Vegas, Nevada 89148, with Assessor's Parcel
11 Number of 163-29-615-007 and Defendants are without knowledge sufficient to form a belief as
12 to the truth of the remainder of the allegations and therefore deny the allegations contained
13 therein.

14 3. In answering Paragraph 3 of the FAC, Defendants are without knowledge
15 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
16 contained therein.

17 4. In answering Paragraph 4 of the FAC, Defendants are without knowledge
18 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
19 contained therein.

20 5. In answering Paragraph 5 of the FAC, Defendants are without knowledge
21 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
22 contained therein.

23 6. In answering Paragraph 6 of the FAC, Defendants are without knowledge
24 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
25 contained therein.

26 7. In answering Paragraph 7 of the FAC, Defendants are without knowledge
27 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
28 contained therein.

8. In answering Paragraph 8 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

9. In answering Paragraph 9 of the FAC, Defendants admit the allegations contained therein.

10. In answering Paragraph 10 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

11. In answering Paragraph 11 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

12. In answering Paragraph 12 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

GENERAL ALLEGATIONS

13. In answering Paragraph 13 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

14. In answering Paragraph 14 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

15. In answering Paragraph 15 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

16. In answering Paragraph 16 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

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1 17. In answering Paragraph 17 of the FAC, Defendants are without knowledge
2 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
3 contained therein.

4 18. In answering Paragraph 18 of the FAC, Defendants are without knowledge
5 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
6 contained therein.

7 19. In answering Paragraph 19 of the FAC, Defendants are without knowledge
8 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
9 contained therein.

10 20. In answering Paragraph 20 of the FAC, Defendants deny the allegations contained
11 therein.

12 21. In answering Paragraph 21 of the FAC, Defendants are without knowledge
13 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
14 contained therein.

15 22. In answering Paragraph 22 of the FAC, Defendants are without knowledge
16 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
17 contained therein.

18 23. In answering Paragraph 23 of the FAC, Defendants are without knowledge
19 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
20 contained therein.

21 24. In answering Paragraph 24 of the FAC, Defendants are without knowledge
22 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
23 contained therein.

24 25. In answering Paragraph 25 of the FAC, Defendants are without knowledge
25 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
26 contained therein.

27 26. In answering Paragraph 26 of the FAC, Defendants admit the allegations contained
28 therein.

1 27. In answering Paragraph 27 of the FAC, Defendants deny the allegations contained
2 therein.

3 28. In answering Paragraph 28 of the FAC, Defendants deny the allegations contained
4 therein.

5 29. In answering Paragraph 29 of the FAC, Defendants deny the allegations contained
6 therein.

7 30. In answering Paragraph 30 of the FAC, Defendants deny the allegations contained
8 therein.

9 31. In answering Paragraph 31 of the FAC, Defendants deny the allegations contained
10 therein.

11 32. In answering Paragraph 32 of the FAC, Defendants deny the allegations contained
12 therein.

13 33. In answering Paragraph 33 of the FAC, Defendants are without knowledge
14 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
15 contained therein.

16 34. In answering Paragraph 34 of the FAC, Defendants are without knowledge
17 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
18 contained therein.

19 35. In answering Paragraph 35 of the FAC, Defendants are without knowledge
20 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
21 contained therein.

22 36. In answering Paragraph 36 of the FAC, Defendants are without knowledge
23 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
24 contained therein.

25 37. In answering Paragraph 37 of the FAC, Defendants admit that a Notice to Vacate
26 was issued and Defendants are without knowledge sufficient to form a belief as to the truth of the
27 remainder of the allegations and therefore deny the allegations contained therein.

28 ///

1 38. In answering Paragraph 38 of the FAC, Defendants deny the allegations contained
2 therein.

3 39. In answering Paragraph 39 of the FAC, Defendants are without knowledge
4 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
5 contained therein.

6 40. In answering Paragraph 40 of the FAC, Defendants are without knowledge
7 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
8 contained therein.

9 41. In answering Paragraph 41 of the FAC, Defendants are without knowledge
10 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
11 contained therein.

12 42. In answering Paragraph 42 of the FAC, Defendants are without knowledge
13 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
14 contained therein.

15 43. In answering Paragraph 43 of the FAC, Defendants are without knowledge
16 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
17 contained therein.

18 44. In answering Paragraph 44 of the FAC, Defendants are without knowledge
19 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
20 contained therein.

21 45. In answering Paragraph 45 of the FAC, Defendants are without knowledge
22 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
23 contained therein.

24 46. In answering Paragraph 46 of the FAC, Defendants are without knowledge
25 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
26 contained therein.

27 47. In answering Paragraph 47 of the FAC, Defendants are without knowledge
28 sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny

1 the allegations contained therein.

2 48. In answering Paragraph 48 of the FAC, Defendants are without knowledge
3 sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny
4 the allegations contained therein.

5 49. In answering Paragraph 49 of the FAC, Defendants deny the allegations contained
6 therein.

7 50. In answering Paragraph 50 of the FAC, Defendants deny the allegations contained
8 therein.

9 **FIRST CAUSE OF ACTION**

10 **(Declaratory Relief as to the Obligation to Abide by Governor Sisolak's Emergency**
11 **Directive Placing a Moratorium on Foreclosure and Eviction Actions)**

12 **Against all Defendants**

13 51. In answering Paragraph 51 of the FAC, Defendants repeat and reallege all answers
14 as though fully set forth herein.

15 52. In answering Paragraph 52 of the FAC, Defendants are without knowledge
16 sufficient to form a belief a to the truth of the remainder of the allegations and therefore deny the
17 allegations contained therein.

18 53. In answering Paragraph 53 of the FAC, Defendants admit the allegations contained
19 therein.

20 54. In answering Paragraph 54 of the FAC, Defendants are without knowledge
21 sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny
22 the allegations contained therein.

23 55. In answering Paragraph 55 of the FAC, Defendants are without knowledge
24 sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny
25 the allegations contained therein.

26 56. In answering Paragraph 56 of the FAC, Defendants are without knowledge
27 sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny
28 the allegations contained therein.

57. In answering Paragraph 57 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny the allegations contained therein.

58. In answering Paragraph 58 of the FAC, Defendants deny the allegations contained therein.

SECOND CAUSE OF ACTION

(Declaratory Relief Regarding CBC Partners I, LLC's Lack of Rights to Foreclose or to Evict as it Admits it Sold and no longer Possesses the Purported Note)

Against CBC Partners I, LLC

59. In answering Paragraph 59 of the FAC, Defendants repeat and reallege all answers as though fully set forth herein.

60. In answering Paragraph 60 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny the allegations contained therein.

61. In answering Paragraph 61 of the FAC, Defendants admit the allegations contained therein.

62. In answering Paragraph 62 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny the allegations contained therein.

63. In answering Paragraph 63 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the remainder of the allegations and therefore deny the allegations contained therein.

64. In answering Paragraph 64 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

65. In answering Paragraph 65 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

66. In answering Paragraph 66 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

67. In answering Paragraph 67 of the FAC, Defendants deny the allegations contained therein.

THIRD CAUSE OF ACTION

(Declaratory Relief of the Application of the One Action Rule)

Against CBC Partners I, LLC and 5148 Spanish Heights, LLC

68. In answering Paragraph 68 of the FAC, Defendants repeat and reallege all answers as though fully set forth herein.

69. In answering Paragraph 69 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

70. In answering Paragraph 70 of the FAC, Defendants admit the allegations contained therein.

71. In answering Paragraph 71 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

72. In answering Paragraph 72 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

73. In answering Paragraph 73 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

74. In answering Paragraph 74 of the FAC, Defendants deny the allegations contained therein.

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1 **FOURTH CAUSE OF ACTION**

2 **(Declaratory Relief Regarding the Applicability of the Doctrine of Merger)**

3 **Against CBC Partners I, LLC and 5148 Spanish Heights, LLC**

4 75. In answering Paragraph 75 of the FAC, Defendant repeat and reallege all answers
5 as though fully set forth herein.

6 76. In answering Paragraph 76 of the FAC, Defendants are without knowledge
7 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
8 contained therein.

9 77. In answering Paragraph 77 of the FAC, Defendants admit the allegations contained
10 therein.

11 78. In answering Paragraph 78 of the FAC, Defendants are without knowledge
12 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
13 contained therein.

14 79. In answering Paragraph 79 of the FAC, Defendants are without knowledge
15 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
16 contained therein.

17 80. In answering Paragraph 80 of the FAC, Defendants are without knowledge
18 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
19 contained therein.

20 81. In answering Paragraph 81 of the FAC, Defendants deny the allegations contained
21 therein.

22 **FIFTH CAUSE OF ACTION**

23 **(Declaratory Relief Regarding the Status of SJC Ventures Holding, LLC as Sole and**

24 **Exclusive Manager of Spanish Heights Acquisition Company, LLC)**

25 **Against all Defendants**

26 82. In answering Paragraph 82 of the FAC, Defendants repeat and reallege all answers
27 as though fully set forth herein.

28 83. In answering Paragraph 83 of the FAC, Defendants are without knowledge

1 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
2 contained therein.

3 84. In answering Paragraph 84 of the FAC, Defendants admit the allegations contained
4 therein.

5 85. In answering Paragraph 85 of the FAC, Defendants are without knowledge
6 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
7 contained therein.

8 86. In answering Paragraph 86 of the FAC, Defendants are without knowledge
9 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
10 contained therein.

11 87. In answering Paragraph 87 of the FAC, Defendants deny the allegations contained
12 therein.

13 88. In answering Paragraph 88 of the FAC, Defendants deny the allegations contained
14 therein.

15 89. In answering Paragraph 89 of the FAC, Defendants deny the allegations contained
16 therein.

17 **SIXTH CAUSE OF ACTION**

18 **(Temporary Restraining Order, Preliminary Injunction, and permanent Injunction)**

19 **Against CBC Partners I, LLC and 5148 Spanish Heights, LLC**

20 90. In answering Paragraph 90 of the FAC, Defendants repeat and reallege all answers
21 as though fully set forth herein.

22 91. In answering Paragraph 91 of the FAC, Defendants are without knowledge
23 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
24 contained therein.

25 92. In answering Paragraph 92 of the FAC, Defendants deny the allegations contained
26 therein.

27 93. In answering Paragraph 93 of the FAC, Defendants deny the allegations contained
28 therein.

94. In answering Paragraph 94 of the FAC, Defendants deny the allegations contained therein.

95. In answering Paragraph 95 of the FAC, Defendants deny the allegations contained therein.

96. In answering Paragraph 96 of the FAC, Defendants deny the allegations contained therein.

SEVENTH CAUSE OF ACTION

**(Declaratory Relief Regarding the Antos Trust’s Purported Assignment of Membership
Interest in Spanish Heights Acquisition Company)**

Against the Antos Trust

97. In answering Paragraph 97 of the FAC, Defendants repeat and reallege all answers as though fully set forth herein.

98. In answering Paragraph 98 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

99. In answering Paragraph 99 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

100. In answering Paragraph 100 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

101. In answering Paragraph 101 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

102. In answering Paragraph 102 of the FAC, Defendants are without knowledge sufficient to form a belief as to the truth of the allegations and therefore deny the allegations contained therein.

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1 103. In answering Paragraph 103 of the FAC, Defendants deny the allegations
2 contained therein.

3 **EIGHTH CAUSE OF ACTION**

4 **(Breach of Contract as to the Forbearance Agreement)**

5 **Against CBC partners I, LLC**

6 104. In answering Paragraph 104 of the FAC, Defendants repeat and reallege all
7 answers as though fully set forth herein.

8 105. In answering Paragraph 105 of the FAC, Defendants admit the allegations
9 contained therein.

10 106. In answering Paragraph 106 of the FAC, Defendants admit the allegations
11 contained therein.

12 107. In answering Paragraph 107 of the FAC, Defendants admit the allegations
13 contained therein.

14 108. In answering Paragraph 108 of the FAC, Defendants deny the allegations
15 contained therein.

16 109. In answering Paragraph 109 of the FAC, Defendants deny the allegations
17 contained therein.

18 110. In answering Paragraph 110 of the FAC, Defendants deny the allegations
19 contained therein.

20 111. In answering Paragraph 111 of the FAC, Defendants deny the allegations
21 contained therein.

22 112. In answering Paragraph 112 of the FAC, Defendants deny the allegations
23 contained therein.

24 **NINTH CAUSE OF ACTION**

25 **(Contractual Breach of the Covenant of Good Faith and Fair Dealing)**

26 **Against CBC Partners I, LLC**

27 113. In answering Paragraph 113 of the FAC, Defendants repeat and reallege all
28 answers as though fully set forth herein.

1 114. In answering Paragraph 114 of the FAC, Defendants admit the allegations
2 contained therein.

3 115. In answering Paragraph 115 of the FAC, Defendants admit the allegations
4 contained therein.

5 116. In answering Paragraph 116 of the FAC, Defendants admit the allegations
6 contained therein.

7 117. In answering Paragraph 117 of the FAC, Defendants admit the allegations
8 contained therein.

9 118. In answering Paragraph 118 of the FAC, Defendants admit the allegations
10 contained therein.

11 119. In answering Paragraph 119 of the FAC, Defendants deny the allegations
12 contained therein.

13 120. In answering Paragraph 120 of the FAC, Defendants deny the allegations
14 contained therein.

15 121. In answering Paragraph 121 of the FAC, Defendants deny the allegations
16 contained therein.

17 122. In answering Paragraph 122 of the FAC, Defendants deny the allegations
18 contained therein.

19 123. In answering Paragraph 123 of the FAC, Defendants deny the allegations
20 contained therein.

21 124. In answering Paragraph 124 of the FAC, Defendants repeat and reallege all
22 answers as though fully set forth herein.

23 125. In answering Paragraph 125 of the FAC, Defendants deny the allegations
24 contained therein.

25 126. In answering Paragraph 126 of the FAC, Defendants deny the allegations
26 contained therein.

27 127. In answering Paragraph 127 of the FAC, Defendants deny the allegations
28 contained therein.

1 128. In answering Paragraph 128 of the FAC, Defendants deny the allegations
2 contained therein.

3 129. In answering Paragraph 129 of the FAC, Defendants deny the allegations
4 contained therein.

5 130. In answering Paragraph 130 of the FAC, Defendants deny the allegations
6 contained therein.

7 131. In answering Paragraph 131 of the FAC, Defendants deny the allegations
8 contained therein.

9 132. In answering Paragraph 132 of the FAC, Defendants deny the allegations
10 contained therein.

11 133. In answering Paragraph 133 of the FAC, Defendants repeat and reallege all
12 answers as though fully set forth herein.

13 134. In answering Paragraph 134 of the FAC, Defendants deny the allegations
14 contained therein.

15 135. In answering Paragraph 135 of the FAC, Defendants deny the allegations
16 contained therein.

17 136. In answering Paragraph 136 of the FAC, Defendants deny the allegations
18 contained therein.

19 137. In answering Paragraph 137 of the FAC, Defendants repeat and reallege all
20 answers as though fully set forth herein.

21 138. In answering Paragraph 138 of the FAC, Defendants are without knowledge
22 sufficient to form a belief as to the truth of the allegations and therefore deny the allegations
23 contained therein.

24 139. In answering Paragraph 139 of the FAC, Defendants deny the allegations
25 contained therein.

26 140. In answering Paragraph 140 of the FAC, Defendants deny the allegations
27 contained therein.

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141. In answering Paragraph 141 of the FAC, Defendants deny the allegations contained therein.

AFFIRMATIVE DEFENSES

1) Defendant deny each and every allegation contained in the First Amended Complaint not otherwise specifically admitted or denied herein.

2) Plaintiffs have failed to state a claim against Defendants upon which relief may be granted.

3) Plaintiffs' claims are barred because the grant of relief would unjustly enrich them.

4) Plaintiff's claims are barred because they failed to satisfy a condition precedent and/or a condition subsequent.

5) Defendants' actions upon which Plaintiffs' First Amended Complaint is based were reasonable, justified, undertaken in good faith, and lawful.

6) Plaintiffs' claims against Defendant are barred as a matter of law as Plaintiffs' Complaint makes numerous blatantly false claims.

7) Plaintiffs have failed to mitigate their damages.

8) Plaintiffs' claims are barred by the doctrine of laches.

9) Plaintiffs' claims are barred by the doctrine of unclean hands.

10) Plaintiff's claims are barred by a failure of consideration.

11) Plaintiffs are estopped from asserting the claims set forth in the Complaint because of improper conduct, acts; or omissions.

12) Plaintiffs' claims are barred by lack of authority.

13) Plaintiffs' claims are barred because Plaintiffs did not suffer any damages and, to the extent Plaintiffs have suffered any losses, they are speculative and vague.

14) Defendants have incurred attorneys' fees and costs in the defense of this action and is entitled to full reimbursement thereof.

15) Defendants hereby incorporates those affirmative defenses enumerated in NRCP 8 as if fully set forth herein. Such defenses are herein incorporated by reference for the specific purpose of not waiving any such defense. In the event further investigation or discovery reveals

1 the applicability of any such defenses, Defendant reserves the right to seek leave of the Court to
2 amend this Answer to the Complaint and to specifically assert any such defense. Such defenses
3 are herein incorporated by reference for the specific purpose of not waiving any such defense.

4 16) Pursuant to NRCP 11, all possible affirmative defenses may not have been alleged
5 herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of the
6 Answer to First Amended Complaint. Therefor Defendants reserve the right to amend this
7 Answer, including adding affirmative defenses, based upon discovery, review of documents, and
8 development of evidence in this case.

9 **COUNTERCLAIMANTS, KENNETH ANTOS AND SHEILA NEUMANN-ANTOS, AS**
10 **TRUSTEES OF THE KENNETH & SHEILA ANTOS LIVING TRUST AND THE**
11 **KENNETH M. ANTOS & SHEILA M. NEUMANN-ANTOS TRUST COUNTERCLAIM**
12 **AGAINST SJC VENUTURES HOLDING COMPANY, LLC, D/B/A SJC VENTURES,**
13 **LLC A DELAWARE**

14 Counterclaimants, Kenneth Antos and Sheila Neumann-Antos, as Trustees of the
15 Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-"Antos
16 Trust, allege as follows:

17 **JURISDICTION AND VENUE**

18 1. Pursuant to Nevada's long arm statute codified at NRS 14.065, a Court of this
19 State may exercise jurisdiction over a party to a civil action on any basis not inconsistent with
20 the Constitution of Nevada or the Constitution of the United States.

21 2. Venue is proper pursuant to Nev. Rev. Stat. § 13.040.

22 **THE PARTIES**

23 3. Counterclaimants, Kenneth Antos and Sheila Neumann-Antos, as Trustees of the
24 Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos
25 Trust, are individuals, residing in Clark County, Nevada.

26 4. Counterdefendant, SJC Ventures, LLC a Delaware limited liability company, upon
27 information and belief, Jay Bloom is the Manager, of SJC Ventures, LLC a Delaware limited
28

1 liability company. Upon information and belief, Jay Bloom is a resident of Clark County, Nevada.

2 5. Upon information and belief, Jay Bloom is the sole member of SJC Ventures, LLC.

3 6. Operating Agreement calls for investor member to perform the following:

4 a. "Provide for the funding of a (sic) **annual** expense reserve account in the
5 amount of \$150,000.00 within ninety days from which non member CBCI is authorized to issue
6 payment against its obligations due from Seller Member should Investor Member fail to effect
7 such payments..." (emphasis added).

8 b. "Provide for a second funding of an annual expense reserve account one
9 year later in the additional amount of \$150,000.00 within ninety days of the first anniversary of
10 the signing from which non Member CBCI is authorized to issue payment against its Note should
11 Investor Member fail to effect such payments..." (emphasis added).

12 c. "Cause the Company to effect repairs to the premises to bring it back to
13 top quality standard and working repair."

14 d. "Cause the Company to pay all HOA assessments and fines."

15 e. "At the earlier of 2 years... pay off in full the CBC revicable (sic) as relates
16 to the property."

17 f. At the earlier of 2 years... either assume service of or retire either or both
18 of the 1st and 2nd position lenders."

19 7. On or about April 16, 2007 nonparties Kenneth M. Antos and Sheila M. Neumann-
20 Antos transferred to Kenneth M. Antos and Sheila M. Neumann-Antos, Trustees of the Kenneth
21 and Shelia Antos Living Trust dated April 26, 2007 ("Antos") real property located in Clark
22 County, Nevada commonly known as 5148 Spanish Heights Drive, Las Vegas, Nevada 89148
23 (the "Property").
24
25
26
27
28

1 8. On or about June 22, 2012, Antos with nonparties KCI Investments, LLC a Nevada
2 limited liability company ("KCI") entered into a Secured Promissory Note with CBC Partners I,
3 LLC, a Washington limited liability company ("CBCI").
4

5 9. The June 22, 2012, Secured Promissory Note (the "Note") was modified and
6 amended several times.

7 10. On or about December 29, 2014, a Deed of Trust, Assignment of Rents, Security
8 Agreement and Fixture Filing ("Deed of Trust") was recorded against the Property in the Clark
9 County Recorder's Office as Instrument No. 201412290002856, for the purpose of securing the
10 Note. The balance due is approximately \$5,578,459.15 (\$2,935,001.14 for principal, pre-
11 forbearance protection payments of \$1,326,744.55, interest and late charges of \$1,315,105.24 and
12 interest accrued at the rate of 20% in the amount of \$1,608.22 per day from April 1, 2020, *May*
13 *14, 2020 Evidentiary Hearing Exhibit A-003-004*).
14

15 11. This Deed of Trust is subordinate to two (2) additional Deeds of Trust recorded
16 against the Property. The First Mortgage to City National is in the principal amount of
17 \$3,240,000.00 with monthly payment of \$19,181.07. The Second Mortgage to Northern Trust
18 Bank is in the principal amount of \$599,000.00 with monthly payments of \$3,034.00.
19

20 12. The Deed of Trust was subsequently modified on July 22, 2015 and on December
21 19, 2016 as recorded in the Clark County Recorder's Office Instrument No.'s 201507220001146
22 and 201612190002739 respectively.
23

24 13. On or about September 27, 2017, Antos, SHAC and Counterdefendant SJC
25 Ventures, LLC ("SJCVC") entered into a Forbearance Agreement of the Note, acknowledging
26 default and affirming CBCI has fully performed.
27

28 ///

1 14. As part of the Forbearance Agreement Antos conveyed the Property to SHAC and
2 SHAC leased the property to SJCVC.

3 15. As part of the Forbearance Agreement SHAC would lease the Property to SJCVC
4 the lease contained a Consent to Lease between SHAC and CBCI.

5 16. Paragraph 2 of the Consent to Lease states: "In the event CBCI... or otherwise
6 exercises its rights under the Forbearance Agreement, CBCI may terminate the Lease."

7 17. Pursuant to the terms of the Forbearance Agreement SHAC was to make certain
8 payments to CBCI and other parties. In addition, a balloon payment of the total amount owing
9 was due on August 31, 2019.

10 18. As part of the Forbearance Agreement there were certain requirements of SHAC
11 attached as Exhibit B to the Forbearance Agreement. Among the certain requirements was the
12 understanding that the First Lien holder would pay the real property taxes, that CBCI would pay
13 the 1st and 2nd Mortgage payments to prevent default, that SHAC would make certain repairs and
14 improvements to the Property in approximately the amount of \$100,000.00, SHAC would deposit
15 \$150,000.00 with Bank of America and replenish the account and provide CBCI with an Account
16 Control Agreement; SHAC would maintain the Property, and SHAC would pay for a customary
17 homeowner's insurance policy and all Homeowner's Association dues.

18 19. On or about August 4, 2017, SHAC was organized with the initial members being
19 SJCVC, CBC Partners, LLC, and Antos.

20 20. On or about August 9, 2017, CBC Partners resigned as a member of SHAC.

21 21. In addition to the certain requirements of the Forbearance Agreement there was
22 certain pledged collateral. Among the pledged collateral Antos and SJCVC pledged 100% of the
23 membership interest in SHAC, the Pledge Agreement.

22. The Pledge Agreement was between Antos and SJCv as Pledgors and CIBC as the Secured Party and was dated September 27, 2017.

23. Pursuant to the Pledge Agreement, Antos and SJCVC and pledged all right, title and interest in and to 100% of their membership interests of SHAC to CBCI.

24. In addition to pledging membership interest the Pledgors agreed to not “sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Pledged Collateral...”

25. SJC Ventures, LLC has done none of the required acts to fulfill its obligations under the Operating Agreement and Pledge Agreements.

26. Plaintiff/Counterdefendant, SJC Ventures, LLC is in default of the Operating Agreement.

27. Defendant/Counterclaimant, Kenneth Antos and Sheila Neumann-Antos, as Trustees of the Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila M. Neumann-Antos Trust have been damaged in an amount in excess of \$15,000.00 and is entitled to rescission.

FIRST CLAIM FOR RELIEF

Breach of Contract

28. Defendants/Counterclaimants repeat and reallege each and every allegation set forth in Paragraphs 1 through 27 above and incorporates the same by reference as though fully set forth herein.

29. Counterdefendant has breached the Operating Agreement by failing to perform the terms of the Agreement.

/ / /

30. Counterdefendant's actions are in breach of the duties owed to Counterclaimants and Counterdefendant has violated the Agreements.

31. Counterdefendant did not compensate Counterclaimants under the terms of the Agreement, and Defendants/Counterclaimants are entitled to rescission of the Agreement and mandatory damages in excess of \$15,000.00.

32. Counterclaimants are entitled to be compensated for the reasonable attorneys' fees and costs incurred in the prosecution of this action.

SECOND CLAIM FOR RELIEF

Breach of Covenant of Good Faith and Fair Dealing

33. Defendants/Counterclaimants hereby repeat and reallege each allegation contained in paragraphs 1 through 20 of this Countercomplaint and incorporate the same herein by reference as though fully set forth herein.

34. It is well settled in Nevada that every contract imposes upon the contracting parties the duty of good faith and fair dealing.

35. Counterdefendant owed Counterclaimants a duty of good faith and fair dealing.

36. Counterdefendant breached the duty of good faith and fair dealings when they performed in a manner that was unfaithful to the purpose of the Agreements and to the justified expectations of Counterclaimants by failing to satisfy the outstanding balance owed to Counterclaimants.

37. As a direct and proximate result of Counterdefendant's breach of the implied covenant of good faith and fair dealing, Counterclaimants have been damaged in any amount in excess of fifteen thousand dollars (\$15,000.00), the exact amount of which will be the subject of proof at trial.

38. Counterdefendant's breaches of their contractual duties were intentionally done to injure Counterclaimants with a willful and conscious disregard for Counterclaimants' rights,

1 constituting oppression, fraud and/or malice.

2 39. Counterclaimants, in addition to compensatory damages, is entitled to recover all
3 attorney's fees it has reasonably incurred and to recover punitive damages for the sake of
4 example and by way of punishing Counterdefendant to deter similar conduct in the future.

5 **THIRD CLAIM FOR RELIEF**

6 **Alter Ego**

7 40. Defendants/Counterclaimants hereby repeat and reallege each allegation
8 contained in paragraphs 1 through 39 of this Countercomplaint and incorporate the same herein
9 by reference as though fully set forth herein.

10 41. Defendants/Counterclaimants are informed and believe and thereupon allege that
11 Counterdefendant, SJC Ventures, LLC was at all times relevant hereto a Delaware Limited
12 Liability Company.

13 42. Plaintiff is informed and believes and thereupon alleges that, in addition to being
14 the Manager of said corporation, Counterdefendant, Jay Bloom, was also the sole owner of said
15 company, and that at all times material hereto said company and businesses existed only as the
16 alter egos of Bloom, and that said company and businesses functioned merely as shells,
17 instrumentalities, and conduits through which Bloom has carried out his business under the
18 corporate and business name exactly as he would have conducted business without
19 incorporation; that Bloom exercised complete control and dominion over said corporations and
20 businesses to such an extent that no practical or real separateness has existed between these
21 named Counterclaimants; that Bloom has at all times material hereto used this legal fiction to
22 avoid payment of the obligations sued upon herein by Counterclaimant, for which Bloom is
23 liable personally by reason of these acts.

24 **PRAYER**

25 WHEREFORE, Defendant prays for judgment as follows:

26 1. That Plaintiffs take nothing by way of their claims, and the same be dismissed with
27 prejudice;

28 2. That Defendants be awarded their attorneys' fees and costs incurred in the defense

1 of this action;

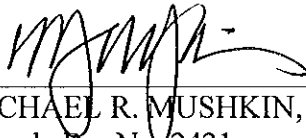
2 3. That Defendants/Counterclaimants be awarded rescission of the Spanish Heights
3 Acquisition Company, LLC's Operating Agreement.

4 4. That Defendants/Counterclaimants be awarded damages in excess of \$15,000.00
5 as proven at trial.

6 5. Such other and further relief as the Court deems just and proper.

7 DATED this 30 day of September, 2020

8 MUSHKIN & COPPEDGE

9
10 

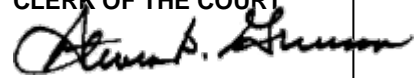
11 MICHAEL R. MUSHKIN, ESQ.
12 Nevada Bar No. 2421
13 L. JOE COPPEDGE, ESQ.
14 Nevada Bar No. 4954
15 6070 South Eastern Ave Ste 270
16 Las Vegas, NV 89119

17 **CERTIFICATE OF SERVICE**

18 I hereby certify that the foregoing **Defendants Sheila Antos and Kenneth Antos, as**
19 **Trustees of the Kenneth & Sheila Antos Living Trust and the Kenneth M. Antos & Sheila**
20 **M. Neumann-Antos Trust Answer to First Amended Complaint** was submitted electronically
21 for filing and/or service with the Eighth Judicial District Court on this 30 day of September,
22 2020. Electronic service of the foregoing document shall be upon all parties listed on the Odyssey
eFileNV service contact list:

23
24 

25 An Employee of
26 MUSHKIN & COPPEDGE
27
28



1 **ANTC**
2 JASON M. WILEY, ESQ.
3 Nevada Bar No. 9274
4 E. DANIEL KIDD, ESQ.
5 Nevada Bar. No. 10106
6 **WILEY PETERSEN**
7 1050 Indigo Drive, Suite 200B
8 Las Vegas, NV 89145
9 Telephone: (702) 910-3329
10 Fax: (702) 553-3467
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13 JOHN J. ATALLAH, ESQ.
14 (CA Bar No. 294116)
15 (*pro hac vice application pending*)
16 **FOLEY & LARDNER LLP**
17 555 S. Flower Street, Suite 3300
18 Los Angeles, CA 90071
19 Telephone: (213) 972-4500
20 Fax: (213) 486-0065
21 Email: jatallah@foley.com

22 *Attorneys for Third-Party Defendant*
23 *K&K Insurance Group, Inc.*

24 **DISTRICT COURT**
25 **CLARK COUNTY, NEVADA**

26 NEVADA SPEEDWAY, LLC, d/b/a LAS
27 VEGAS MOTOR SPEEDWAY, a foreign
28 limited liability company,

Plaintiff,

v.

POLICE CHASE LAS VEGAS, LLC, a Nevada
limited liability company; JAY BLOOM, an
individual; DAMIAN SHEETS, an individual;
DOE INDIVIDUALS I through X, inclusive; and
ROE entities I through X, inclusive,

Defendants.

Case No. A-20-809882-B
Dept. No.: XIII

**THIRD-PARTY DEFENDANT K&K
INSURANCE GROUP, INC.'S ANSWER TO
POLICE CHASE LAS VEGAS, LLC'S
THIRD-PARTY COMPLAINT**

POLICE CHASE LAS VEGAS, LLC, a Nevada
limited liability company,

Counterclaimant,

v.

NEVADA SPEEDWAY, LLC, d/b/a LAS
VEGAS MOTOR SPEEDWAY, a foreign
limited liability company; DOE INDIVIDUALS
I through X, inclusive; and ROE entities I
through X, inclusive,

Counterdefendants.

POLICE CHASE LAS VEGAS, LLC, a Nevada
limited liability company,

Third-Party Plaintiff,

v.

SPEEDWAY MOTORSPORTS, LLC, f/d/b/a
SPEEDWAY MOTORSPORTS, INC., a foreign
company; CRAIG COCHRAN, an individual;
KEVIN CAMPER, an individual; LOCKTON
COMPANIES, LLC, a foreign limited liability
company; K&K INSURANCE GROUP, INC., a
foreign corporation; DOE INDIVIDUALS I
through X, inclusive; and ROE entities I through
X, inclusive,

Third-Party Defendants.

COMES NOW Third-Party Defendant K&K INSURANCE GROUP, INC. ("K&K"), by and through its attorneys of record Jason M. Wiley, Esq. and J. Daniel Kidd, Esq. of the Law Firm Wiley Petersen, and John J. Atallah, Esq. of the Law Firm Foley & Lardner LLP, and hereby answers Police Chase Las Vegas, LLC's ("Police Chase") Third-Party Complaint as follows:

GENERAL DENIAL

Pursuant to Rule 8(b)(3) of the Nevada Rules of Civil Procedure, K&K denies, generally and specifically, conjunctively and disjunctively, each and every allegation, statement, and matter in the Third-Party Complaint, including, but not limited to, each and every purported cause of action contained therein (including denying the existence of each and every element of each and every cause of action). K&K further specifically denies that Police Chase has been injured or damaged in the manners or sums alleged, or in any manner or sums whatsoever, as a result of any act or omission of K&K, and specifically denies that Police Chase is entitled to any of the relief sought in the Third-Party Complaint.

AFFIRMATIVE DEFENSES

In addition, K&K hereby asserts the following separate and distinct affirmative defenses to the Third-Party Complaint and to each and every cause of action therein, unless otherwise stated:

FIRST AFFIRMATIVE DEFENSE

The Third-Party Complaint fails to state a claim against K&K upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Police Chase has failed to mitigate its damages and/or the injuries claimed, if any, and therefore Police Chase's claims against K&K are barred.

THIRD AFFIRMATIVE DEFENSE

The damages allegedly sustained by Police Chase, if any, were not caused by any negligence or breach of contract or duty by K&K. Any damages allegedly sustained by Police Chase, if any, were the result of acts or omissions of third persons who were not acting on behalf of K&K and which were intervening and superseding causes of Police Chase's alleged damages, if any.

FOURTH AFFIRMATIVE DEFENSE

Police Chase's claims against K&K are barred, in whole or in part, because liability, which is expressly denied, is not properly attributable to K&K.

1 **FIFTH AFFIRMATIVE DEFENSE**

2 K&K is not responsible for any damages allegedly sustained by Police Chase, if any, because K&K
3 committed no wrongful acts as to Police Chase.

4 **SIXTH AFFIRMATIVE DEFENSE**

5 Police Chase's claims are barred because at all material times, K&K acted reasonably and in good
6 faith under the circumstances known to it.

7 **SEVENTH AFFIRMATIVE DEFENSE**

8 As a result of the conduct, knowledge, writings and/or statements of Police Chase, its agents,
9 employees and/or representatives, Police Chase's claims are barred by the doctrine of estoppel and/or
10 waiver.

11 **EIGHTH AFFIRMATIVE DEFENSE**

12 Police Chase has failed to plead a valid claim upon which an award of attorney's fees or costs may
13 be based.

14 **NINTH AFFIRMATIVE DEFENSE**

15 Police Chase's claims are barred because under Nevada law, no fiduciary relationship exists
16 between an insured and its insurer, or the managing general agent of such insurer.

17 **TENTH AFFIRMATIVE DEFENSE**

18 Police Chase's claims are barred because no special relationship exists between Police Chase and
19 K&K that would give rise to the claims asserted against K&K in the Third-Party Complaint.

20 **ELEVENTH AFFIRMATIVE DEFENSE**

21 Police Chase's claims are barred by operation of Police Chase's ratification of acts complained of
22 in the Third-Party Complaint.

23 **TWELFTH AFFIRMATIVE DEFENSE**

24 Police Chase was informed of and consented to any and all conduct alleged against K&K.

25 **THIRTEENTH AFFIRMATIVE DEFENSE**

26 Police Chase's claims are barred due to the absence of privity and/or any other actionable
27 relationship or duty.
28

1 **FOURTEENTH AFFIRMATIVE DEFENSE**

2 K&K satisfied any duty owed, if any, and/or performed any obligation owed, if any, to Police
3 Chase and Police Chase accepted such satisfaction of duty and/or performance of obligation.

4 **FIFTEENTH AFFIRMATIVE DEFENSE**

5 K&K did not breach any duty, if any, owed to Police Chase.

6 **SIXTEENTH AFFIRMATIVE DEFENSE**

7 Any benefits of the insurance policy purchased, considered for purchase, or available for purchase
8 is subject to all terms, conditions, provisions, definitions, limitations, exclusions, underwriting
9 requirements, and endorsements of such policy and the application for such policy. Police Chase's action
10 is barred, restricted, and/or limited accordingly.

11 **SEVENTEENTH AFFIRMATIVE DEFENSE**

12 The facts alleged in the Third-Party Complaint are insufficient to seek recovery of punitive
13 damages and/or exemplary damages against K&K. An award of punitive damages and/or exemplary
14 damages against K&K would violate its rights under the Fourteenth Amendment of the United States
15 Constitution and Article I, Section 8 of the Nevada Constitution, and would constitute a violation of
16 K&K's right not to be subject to excessive fines or penalties under the Eighth and Fourteenth Amendments
17 of the United State Constitution.

18 **EIGHTEENTH AFFIRMATIVE DEFENSE**

19 Any alleged damages sustained by Police Chase, if any, were the result of Police Chase's own
20 negligence, or the negligence of Police Chase's agent(s), and such negligence was greater than the alleged
21 negligence, if any, of K&K, and K&K therefore is not responsible for Police Chase's alleged damages, if
22 any. Alternatively, Police Chase's alleged damages, if any, must be reduced by the amount of the
23 comparative negligence of Police Chase and/or Police Chase's agent(s).

24 **NINETEENTH AFFIRMATIVE DEFENSE**

25 Police Chase's claims against K&K are barred because K&K was neither the cause in fact or
26 proximate cause of Police Chase's alleged damages, if any, and was only secondary, inconsequential, and
27 indirect, and in no way contributed to or caused the alleged damages to Police Chase.
28

1 **TWENTIETH AFFIRMATIVE DEFENSE**

2 Police Chase knowingly, voluntarily, and/or unreasonably undertook to encounter each of the risks
3 and hazards, if any, referred to in the Third-Party Complaint and each alleged cause of action therein, and
4 such undertaking proximately caused or contributed to any loss, injury, and/or damages allegedly
5 sustained by Police Chase.

6 **TWENTY-FIRST AFFIRMATIVE DEFENSE**

7 Police Chase's alleged losses, if any, are speculative and/or uncertain and therefore not
8 compensable as a matter of law.

9 **TWENTY-SECOND AFFIRMATIVE DEFENSE**

10 The Third-Party Complaint, and each and every cause of action therein, is barred because Police
11 Chase's reliance upon any alleged misrepresentations, if any, was not justified and/or reasonable.

12 **TWENTY-THIRD AFFIRMATIVE DEFENSE**

13 It has been necessary for K&K to retain the services of an attorney to defend this action, and a
14 reasonable sum should be allowed K&K for its attorney's fees and costs expended in this action.

15 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**

16 Police Chase's claims for relief are barred by the economic loss doctrine.

17 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**

18 Police Chase's alleged damages, if any, were caused, in whole or in part, by Police Chase, or were
19 contributed to by reason of Police Chase's conduct, which bars Police Chase's right of recovery and/or
20 substantially reduces any amounts recoverable by Police Chase, according to proof.

21 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**

22 Police Chase has failed to plead its claims with the requisite particularity under Nevada Rule of
23 Civil Procedure 9 to the extent that any allegations and alleged damages may be required to be pled with
24 such particularity.

25 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

26 K&K is entitled to indemnification and/or contribution from any party or person whose negligence
27 or other acts caused or contributed to Police Chase's alleged claims and damages, if any.

1 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**

2 K&K hereby incorporates by reference those Affirmative Defenses enumerated in Nevada Rule of
3 Civil Procedure 8(c) as if fully set forth herein. In the event that further investigation or discovery reveals
4 the applicability of any such defenses, K&K reserves the right to seek leave of Court to amend its Answer
5 to specifically assert any such defenses. Such defenses are herein incorporated by reference for the
6 specific purpose of not waiving any such defenses.

7 **TWENTY-NINTH AFFIRMATIVE DEFENSE**

8 Pursuant to Nevada Rule of Civil Procedure 11, as amended, all possible affirmative defenses may
9 not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon
10 the filing of K&K's Answer and, therefore, K&K reserves the right to amend its Answer to allege
11 additional affirmative defenses if subsequent investigation and discovery warrants such.

12
13 WHEREFORE, K&K prays for judgment, as follows:

- 14 1. That Police Chase take nothing by way of this action;
15 2. That a judgment of dismissal be entered in favor of K&K;
16 3. That K&K be awarded all recoverable costs of suit and attorney's fees incurred herein;
17 and
18 4. That K&K be awarded such other and further relief as the Court deems just and proper.

19
20 Dated: September 28, 2020

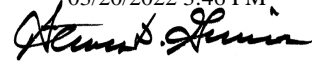
Respectfully submitted,

21
22 /s/ E. Daniel Kidd, Esq.
JASON M. WILEY, ESQ.
Nevada Bar No. 9274
E. DANIEL KIDD, ESQ.
Nevada Bar. No. 10106
23 **WILEY PETERSEN**
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(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

An Employee of WILEY PETERSEN


CLERK OF THE COURT

ORDR

CARLYON CICA CHTD.
CANDACEC.CARLYON, ESQ.
Nevada Bar No. 2666
TRACY M. O'STEEN, ESQ.
Nevada Bar No. 10949
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PHONE: (702) 685-4444
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TOSTeen@CarlyonCica.com

Counsel for Larry L. Bertsch, Receiver

**EIGHT JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada limited liability
company; SJC Ventures Holding Company,
LLC d/b/a SJC Ventures LLC, a Delaware
limited liability company,

Plaintiffs,

v.

CBC PARTNERS I, LLC, a Nevada limited
liability company; CBC PARTNERS, LLC, a
foreign limited liability company; 5148
SPANISH HEIGHTS LLC, a Nevada limited
liability company; KENNETH ANTOS AND
SHEILA NEUMANN-ANTOS, as Trustees of
the Kenneth & Sheila Antos Living Trust and
the Kenneth M. Antos & Sheila M. Neumann-
Antos Trust; DACIA LLC, a foreign limited
liability company; DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

AND RELATED MATTERS.

Case No.: A-20-813439-B
Dept. No.: 31

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW REGARDING
ORDER ON RECEIVER'S REQUEST FOR
INSTRUCTIONS**

**Hearing Date: March 10, 2022
Hearing Time: 1:00 p.m.**

The Court having conducted an evidentiary hearing with respect to the Receiver's (1) Second Interim Status Report; (2) Request for Approval of Compensation for the Period Ending September 30, 2021; and (3) Request for Instructions (the "Request For Instructions") on February 10, 2022

CARLYON CICA CHTD.
265 E. Warm Springs Road, Suite 107
Las Vegas, NV 89119

1 and March 11, 2022, at 1:00 p.m., Candace C. Carlyon Esq. appearing on behalf of Receiver, Larry
2 L. Bertsch (the “Receiver”); Michael R. Mushkin, Esq. appearing on behalf of Defendants, CBC
3 Partners I, LLC, CBC Partners, LLC, 5148 Spanish Heights, LLC, and Dacia LLC (the
4 “Defendants”); and Joseph A. Gutierrez, Esq. and Danielle Barraza appearing on behalf of Plaintiffs,
5 Spanish Heights Acquisition Company (“SHAC”) and SJC Ventures Holding Company, LLC, d/b/a
6 SJC Ventures LLC (“SJC Ventures”) (collectively “Plaintiffs”) and Counterdefendant Jay Bloom
7 (collectively with Plaintiffs, the “SJC Parties”); and for good cause appearing, the Court enters the
8 following:

9 **FINDINGS OF FACT:**

10 1. On August 10, 2021, the Court entered its Order Appointing Receiver (the
11 “Appointment Order”) appointing Larry L. Bertsch as the receiver for SJC Ventures Holding
12 Company, LLC d/b/a SJC Ventures LLC, a Delaware limited liability company (“SJC Ventures”).
13 The Appointment Order provides that “[u]nless expressly limited herein, the Receiver shall be
14 further granted all powers given to an equity receiver, provided by N.R.S. Chapter 32 and or common
15 law.” See Appointment Order at ¶10.

16 2. Jay Bloom is the manager of SJC Ventures and, indirectly, its 100% owner.

17 3. The Appointment Order provides, in part: “Counterdefendant Bloom is specifically
18 ordered to cooperate with the Receiver in providing the business records of SJC Ventures and any
19 subsidiary and affiliated entities in which SJC Ventures has an ownership interest.” The known
20 subsidiaries First 100, LLC and Spanish Heights Acquisition Company, LLC were listed.

21 4. On August 12, 2021, the Receiver requested that Mr. Bloom provide the business
22 records, including banking and financial records, of SJC Ventures and any subsidiaries or affiliates

23 5. On September 10, 2021, the Receiver filed the Receiver’s (1) First Interim Report;
24 (2) Request for Approval of Compensation from the Date of his Appointment through September 9,
25 2021; and (3) Request for Instructions from the Court (the “First Interim Status Report”). The
26 Receiver sought additional authority from the Court in response to the Plaintiffs’ failure to cooperate
27 with the Receiver.
28

1 6. On October 14, 2021, in connection with SHAC's pending Chapter 11 Bankruptcy,
2 Mr. Bloom appeared for examination. The Court has considered that examination testimony, as set
3 forth in the Receiver's [deposition designation], in connection with this matter.

4 7. On October 26, 2021, the Court entered its Order Approving Receiver's First Interim
5 Report and Request for Approval Of Compensation From The Date Of His Appointment Through
6 September 8, 2021 And Setting Further Proceedings Regarding Receiver's Request For Instructions
7 and "Counter-motion" For Protective Order (the "Compliance Order"). The Compliance Order
8 required, *inter alia*, cooperation with the Receiver and production of all documents by noon on
9 November 3, 2021, with any further briefing to be filed by November 5, 2021. The Compliance
10 Order continued the Receiver's Request for Instructions for hearing on November 16, 2021, at 8:30
11 a.m.

12 8. On November 1, 2021, the Court entered its Stipulated Confidentiality and Protective
13 Order to address concerns raised by the Plaintiff.

14 9. On November 5, 2021, the Receiver filed his Second Interim Report which also
15 included a request for instructions. The Receiver reported that he had been unable to obtain
16 requested financial records for SJC Ventures and its named subsidiaries, SHAC, 1st One Hundred
17 Holdings, LLC, and First 100, LLC. The Receiver further reported his concern regarding possible
18 dissipation of assets. The Receiver requested that the Court order SJC Ventures and its agents,
19 assigns, accountants, bookkeeper and banks to provide such records directly to the Receiver, and
20 grant him authority to take possession of the assets of SJC Ventures in order to preserve such assets
21 and prevent further dissipation

22 10. On November 16, 2021, the Court heard and granted the joint request of Defendants
23 and the SJC Parties to stay this action pending a negotiated settlement.

24 11. An order approving that request was entered by this Court on November 30, 2021.
25 As reflected therein, the Court excused the Receiver from performing additional work pending a
26 January 11, 2022 status hearing.

27 12. The status hearing was set to inform the Court whether the Plaintiffs made the January
28 5, 2022 settlement payment.

1 13. As reported to the Court by the parties at that hearing, the Plaintiff did not make the
2 settlement payment. The Court reminded the parties of their obligation to comply with the
3 Receiver's requests.

4 14. From January 12, 2022, the Receiver renewed his requests for information regarding
5 SJC Ventures and related entities.

6 15. On February 3, 2022, the Court held a hearing on the On February 4, 2022, this Court
7 issued an Order re [] Receiver's Request for Instructions (the "February 4 Order").

8 16. The February 4 Order included the following findings:

9 a. The Court finds that the prior orders entered in this matter require the SJC Parties to
10 cooperate with the Receiver in providing the business records of SJC Ventures and any subsidiary
11 and affiliated entities in which SJC Ventures has an ownership interest, specifically First 100, LLC
12 and SHAC. The Receiver has requested all corresponding financial books and records, bank records,
13 and tax returns.

12 b. The Court finds that the SJC Parties have been non-compliant with regard to that
13 obligation.

13 c. The Court finds that accountants for the SJC Parties have a duty to retain and provide
14 client access to the records of their clients.

15 17. The February 4 Order required the SJC Parties to provide to the Receiver, by 2:00
16 p.m. on February 7, 2022, stating:

17 **IT IS HEREBY ORDERED** that the SJC Parties are directed to provide to the
18 Receiver, on or before 2:00 p.m. on February 7, 2022, all of the following with
19 respect to SJC Ventures, SHAC, and First 100, LLC ("First 100") and 1st 100
20 Holdings, LLC ("1st 100 Holdings"), the following information (collectively, the
21 "Information"):

- 20 1. Access to all QuickBooks records, including access and password(s)
21 necessary to, at a minimum, view and analyze all information.
- 21 2. Copies of all tax returns for the years 2018-2020.
- 22 3. Copies of all bank records including, without limitation, bank statements not
23 previously provided for the period January 1, 2018-January 31, 2022 (with
24 additional bank records to be provided as received or available).

24 18. Noting that the SJC Parties contended that certain financial information had been
25 requested from individuals described as a bookkeeper (Kristy Somers), former CFO (Michael
26 Hendrickson) and accountant (Mark Discus), the Court ordered each of those three individuals to
27 provide all financial records and bank records regarding SJC Ventures, SHAC, First 100, and 1st 100
28 Holdings, by 2:00 p.m. on February 7, 2022; with respect to any subsidiary of SJC Ventures, to

1 provide such documents or a list of documents with an explanation as to why the documents were
2 not being provided; a declaration; to provide a declaration or affidavit on or before noon on February
3 10, 2022, setting forth all facts as to the date and content of requests made by the SJV Parties or the
4 Receiver (or their counsel or agents) for information, and detailing all efforts to comply with such
5 requests, including an index of documents provided, the date provided, and the party to whom
6 provided; and to appear (via video) at a continued (evidentiary) hearing on February 11, 2022 (the
7 “Evidentiary Hearing”).

8 19. The February 4 Order gave fair notice of the Evidentiary Hearing and advised all
9 parties that the Evidentiary Hearing would be the forum for the Court to determine any assessment,
10 award, fee, sanction, or expansion of the duties of the Receiver.

11 20. Everyone had equal opportunity to provide to court any documentary evidence they
12 wished court to consider by February 11, 2022, and all parties and the receiver had the same full and
13 fair opportunity to submit exhibits prior to that date.

14 21. Prior to the commencement of the Evidentiary Hearing, the Receiver submitted
15 copies of his proposed exhibits R-1 through R-10, and filed with the Court a Request for Judicial
16 Notice; Receiver’s Deposition Designations Submitted in Connection with the Evidentiary Hearing
17 Regarding Receiver’s Request for Instructions; Receiver’s Status Report Submitted in Compliance
18 with the Court’s February 4, 2022 Order Setting Evidentiary Hearing; and the Declaration of Larry
19 L. Bertsch Regarding Evidentiary Hearing on the Receiver’s Request for Instructions (collectively,
20 the “Receiver’s Evidentiary Submissions”). Without objection, each of those documents was
21 considered by the Court in connection with the Evidentiary Hearing.

22 22. Neither the SJC Parties nor the Defendants submitted copies of exhibits to the Court
23 prior to commencement of the Evidentiary Hearing.

24 23. The Court commenced the Evidentiary Hearing on February 11, 2022. Ms. Somers
25 appeared with counsel and stated objections with respect to aspects of the February 4 Order. Mr.
26 Discus and Mr. Hendrickson did not appear.

27 24. The testimony of Mr. Bloom commenced, and the Court continued the Evidentiary
28 Hearing to a date to be determined.

1 25. At the February 11 hearing, no party requested that the Court permit additional
2 exhibits to be submitted.

3 26. The continuation of the Evidentiary Hearing was not an invitation, or the granting of
4 permission, for any party to submit additional exhibits not presented to the Court prior to or at the
5 February 11 initial Evidentiary Hearing date.

6 27. In response to the Court's request regarding scheduling a continued date to conclude
7 the Evidentiary Hearing, the parties submitted a joint letter to the Court on February 24, 2022, which
8 included the following language:

9 All counsel and all Parties (with the possible exception of Mr. Bertsch) are available on
10 March 10, 2022, at either 10:30 a.m. or 1:00 p.m. for the continued Evidentiary Hearing.

11 If agreeable to the Court, Mr. Bertsch can be excused from the continued hearing, and if the
12 Court desires his live testimony to be presented, the Parties will work with the Court to find
a later date for that portion of the Evidentiary Hearing.

13 Plaintiffs' counsel have been advised by counsel for Plaintiffs' bookkeeper, Kristi Somers,
14 that he (counsel) is not available on March 3 or March 10; to the extent that Ms. Somers'
15 testimony is required the Parties will request that the Court set a separate date to hear such
testimony.

16 28. In accordance with the joint request of the parties, the continued Evidentiary Hearing
17 was scheduled for March 10, 2022.

18 29. Between 12:47 and 12:55 p.m. on March 10, 2022, counsel for the SJC Parties
19 transmitted, via email to the Court's Judicial Executive Assistant, approximately 38 ".pdf"
20 documents labeled as "Plaintiff's Exhibits." No physical copies of any exhibits were presented to
21 the Court by the SJC Parties, either prior to or at the February 11 or March 10 hearings. No Exhibit
22 list was provided, including in connection with the emails sent to the Court on the afternoon of the
23 continued Evidentiary Hearing.

24 30. At the continued Evidentiary Hearing, Mr. Bloom completed his testimony, including
25 examination by counsel for all parties. The Court accepted and considered the Receiver's exhibits
26 R-1 through R-10, and the Receiver's Evidentiary Submissions.

1 31. At the continued Evidentiary Hearing, counsel for the Plaintiffs attempted to
2 introduce Plaintiff's Exhibits 12-36, which were purported to be additional email communications
3 between Mr. Bloom and the Receiver.

4 32. The Court denied the request for admission of exhibits which had not been physically
5 presented to the Court.

6 33. The Court finds that the SJC Parties have failed to comply with the Court's Orders,
7 including the Appointment Order and the February 4 Order.

8 34. Further, while the Court provided the SJC Parties the opportunity to present evidence
9 (specifically ordered by the Court) from their agents, Mr. Hendrickson and Mr. Discus failed to
10 appear at the Evidentiary Hearing, and no testimony was proffered which would excuse compliance
11 with the requirements to provide full financial information to the Receiver.

12 35. For example, while Mr. Bloom contended that there were no tax returns to produce,
13 a letter from Mr. Discus to Mr. Bloom admitted as Receiver's Exhibit R-5 stated:

14 As requested, I am writing to update you on the status of the business income tax returns.

15 We are currently preparing the 2018-2020 (as required) income tax returns for:

- 16 • SJC Ventures Holdings, LLC
- 17 • Spanish Heights Acquisition Company, LLC
- 18 • 1st One Hundred Holdings, LLC
- 19 • First 100, LLC

20 It is my understanding that those are the only business returns that remain incomplete. Please
21 confirm or amend that understanding. We may request any additional information,
22 documentation, or clarification to complete the income tax returns, if so, someone from my
office will contact you.

23 36. Mr. Bloom testified that he had not received any request for further information from
24 Mr. Discus's office.

25 37. The Court finds incredulous Mr. Bloom's and the independent accountant's assertion
26 that no tax returns exist with regard to entities holding what Mr. Bloom describes as assets worth
27 millions to billions of dollars.
28

1 38. The “general ledger” of SJC Ventures, received into evidence as the Receiver’s
2 Exhibit R-8, was incomplete that, even as acknowledged by Mr. Bloom’s testimony, did not identify
3 all transactions by which transfers of hundreds of thousands of dollars were received by, and
4 transferred away by, SJC Ventures. The general ledger does not have information required by
5 Receiver to perform his duties.

6 39. It should not take multiple requests and multiple hearings for the SJC Parties to
7 provide to the Receiver basic financial information such as a description of receipts and
8 disbursements and tax returns, particularly when SJC Ventures apparently has the assistance of
9 multiple professionals.

10 40. The failure to do so in and of itself demonstrates that the duties of the Receiver must
11 be expanded.

12 41. Ex 8’s purpose was to provide information to the Receiver via the incomings and
13 outgoings; however, it is so incomplete that it was even as acknowledged by Mr. Bloom’s testimony
14 to be incomplete. Ex 8 does not have the information required by the Receiver to perform his duties.

15 42. In finding that the SJC Parties have failed to comply with the Receiver’s requests and
16 the orders of the Court, the Court is not taking into account the time during which the case was
17 stayed (November 16, 2021 through January 5, 2022), but finds that the failure to comply occurred
18 throughout an extended period in August, September, October, January and February.

19 43. The Court cannot find good cause or excuse for the SJC Parties lack of compliance
20 because there are assets, including those of subsidiaries and affiliates, which need to be accounted
21 for.

22 44. Evidence indicated that, for example, proceeds of the sale of real property owned by
23 a wholly owned subsidiary of SJC Ventures was paid to the IRS rather than being delivered to SJC
24 Ventures and that hundreds of thousands of dollars were expended by SJC Ventures on such luxury
25 items as private jets, Vegas Golden Knights tickets, and Las Vegas Raiders tickets.

26 45. Mr. Bloom is a very intelligent man, and the fact that he states he doesn’t know what’s
27 going on with these entities demonstrates the need to have someone else take over.

28 Based on the foregoing Findings of Fact, the Court enters the following:

1 **CONCLUSIONS OF LAW**

2 A. The SJC Parties have failed to comply with the Appointment Order, the February 4
3 Order, and the requests of the Receiver.

4 B. Mark Discus and Michael Hendrickson have failed to comply with the February 4
5 Order.

6 C. The burden is on the SJC Parties to produce information with respect to SJC Ventures
7 and its subsidiaries and related parties; stating that professionals they hired have the documents does
8 not fulfill the responsibility to provide such information.

9 D. Cause has been shown to expand the duties of the Receiver, such that, with respect
10 to SJC Ventures, SHAC, 1st One Hundred Holdings, LLC, and First 100, LLC (collectively, the
11 “Receivership Entities”), the Receiver is granted full and exclusive authority over those entities,
12 including their assets, books and records.

13 E. With respect to subsidiaries and affiliates of the Receivership Entities, the SJC Parties
14 and their agents are required to provide all information relating to the finances, operations, assets
15 and liabilities of those entities. While the Court is not directing the Receiver to take control of those
16 entities at this time, that decision is based upon a lack of clarity regarding the assets and relationships
17 of other entities. The Court may consider a separate request with respect to those entities if brought
18 forward by the Receiver or a Party. However, the Receiver shall have all powers which would be
19 possessed by SJC Ventures, and funds which are available for distribution by those entities to SJC
20 Ventures shall be distributed to SJC Ventures and not to Mr. Bloom or any of his related entities.
21 The Court shall separately enter an amended Order with respect to the appointment of the Receiver.

22 F. The Court finds that an increase in the Receiver’s bond to a total of \$5,000 is
23 appropriate.


24 G. The Court finds that sanctions are appropriate with respect to the SJC Parties’ non-
25 compliance with prior orders of the Court. At this time, the Court awards as sanctions the costs of
26 the Receivership, including the fees and costs of the Receiver and his counsel, for the period August
27 12, 2021 through November 16, 2021. The request for additional sanctions is denied, without
28 prejudice.

1 46. The SJC Parties failed to timely provide any exhibits to the Court, such that the
2 request for admission of what was described as “Plaintiff’s Exhibits 12-36” is denied. The Court
3 has determined that the SJC Parties waived any right to introduce documents, despite objection of
4 the SJC Parties, by failing to produce such documents to the Court prior to the commencement of
5 the Evidentiary Hearing, and failure to physically deliver such documents to the Court through the
6 conclusion of the Evidentiary Hearing.

7 47. Independently, the Court finds that the SJC Parties are not prejudiced by the ruling
8 of the Court with respect to such “exhibits”, since counsel for the SJC Parties described the exhibits
9 as being communications between Mr. Bloom and the Receiver, and Mr. Bloom had ample
10 opportunity to testify as to such communications. Additionally, the Court did not prohibit the use
11 of any documents to refresh recollection.

12 Based on the foregoing, the Court will separately enter orders expanding the scope of the
13 receivership and granting (to the extent set forth above) the Request for sanctions.

14 **IT IS SO ORDERED.**

Dated this 20th day of March, 2022.


15 DISTRICT COURT OF THE 7th JUDICIAL DISTRICT
16 Joanna S. Kushner
17 District Court Judge
18 Approved by:

16 Respectfully Submitted by:

17 CARLYON CICA, CHTD.

18 MAIER GUTIERREZ & ASSOCIATES

19 /s/ Tracy M. O’Steen, Esq.

19 /s/

20 _____
21 Candace Carlyon, Esq.
22 Nevada Bar No. 2666
23 Tracy M. O’Steen, Esq.
24 Nevada Bar No. 10949
25 265 E. Warm Springs Road, Suite 107
26 Las Vegas, NV 89119
27 Counsel for Larry L. Bertsch, Receiver

20 _____
21 JOSEPH A. GUTIERREZ, ESQ.
22 Nevada Bar No. 9046
23 DANIELLE J. BARRAZA, ESQ.
24 Nevada Bar No. 13822
25 8816 Spanish Ridge Avenue
26 Las Vegas, Nevada 89148
27 Attorneys for Plaintiffs

1 Approved by:
2 MUSHKIN & COPPEDGE

3 */s/ Michael R. Mushkin, Esq.*

4

MICHAEL R. MUSHKIN, ESQ.

Nevada Bar No. 2421

5 L. JOE COPPEDGE, ESQ.

Nevada Bar No. 4954

6 6070 South Eastern Avenue, Suite 270

7 Las Vegas, Nevada 89119

Attorneys for Defendants CBC Partners I,

8 *LLC, CBC Partners, LLC, 5148 Spanish*

9 *Heights, LLC, and Dacia LLC*

From: [Michael Mushkin](#)
To: [Candace Carlyon](#)
Cc: [Danielle Barraza](#); [Joseph Gutierrez](#); [Tracy O'Steen](#); [Cristina Robertson](#); [Larry Bertsch \(larry@llbcpa.com\)](#); [Richard Kleikamp](#); [Nancy Rodriguez](#)
Subject: Re: SJC Ventures
Date: Tuesday, March 15, 2022 8:51:23 AM
Attachments: [Order re Sanctions Redline \(JAG edits\).docx](#)
[Order re Ruling on Request for Instructions.docx](#)

I approve of both orders. Please affix my electronic signature.

MRM

Sent from my iPhone

On Mar 15, 2022, at 2:35 AM, Candace Carlyon <ccarlyon@carlyoncica.com> wrote:

Good morning! I attach revised redlines which have rejected certain of the changes requested. With respect to the FFCL, my changes are either to reflect the ruling of the court, or to reject items which you propose which were not contained in the Court's ruling. With respect to the sanctions order, my changes include Mr. Bloom in the award (as one of the SCJ Ventures parties) and deletes the reference to providing invoices since these were already filed with the Receiver's prior request for payment, which allowed fees were utilized to calculate the amount of the award. If you have any questions regarding those calculations, please reach out to Ms. O'Steen directly.

Our office will be submitting clean copies of these orders and the order expanding the receiver's duties. Please advise whether we can affix your electronic signature. Thank you. Candace

From: Danielle Barraza <djb@mgalaw.com>
Sent: Monday, March 14, 2022 11:47 AM
To: Joseph Gutierrez <jag@mgalaw.com>; Michael Mushkin <mushkin3@icloud.com>; Candace Carlyon <ccarlyon@carlyoncica.com>
Cc: Tracy O'Steen <tosteen@carlyoncica.com>; Cristina Robertson <crobertson@carlyoncica.com>; Larry Bertsch (larry@llbcpa.com) <larry@llbcpa.com>; Richard Kleikamp <richard@llbcpa.com>; Nancy Rodriguez <nrodriguez@carlyoncica.com>
Subject: RE: SJC Ventures

Attached are our edits to the orders.

Danielle J. Barraza | Associate
MAIER GUTIERREZ & ASSOCIATES

8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
djb@mgalaw.com | www.mgalaw.com

From: Joseph Gutierrez <jag@mgalaw.com>
Sent: Monday, March 14, 2022 9:30 AM
To: Michael Mushkin <mushkin3@icloud.com>; Candace Carlyon <ccarlyon@carlyoncica.com>
Cc: Tracy O'Steen <tosteen@carlyoncica.com>; Cristina Robertson <crobertson@carlyoncica.com>; Larry Bertsch (larry@llbcpa.com) <larry@llbcpa.com>; Richard Kleikamp <richard@llbcpa.com>; Danielle Barraza <djb@mgalaw.com>; Nancy Rodriguez <nrodriguez@carlyoncica.com>
Subject: RE: SJC Ventures

We will get you our edits today.

Joseph A. Gutierrez
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
jag@mgalaw.com | www.mgalaw.com

From: Michael Mushkin <mushkin3@icloud.com>
Sent: Monday, March 14, 2022 9:24 AM
To: Candace Carlyon <ccarlyon@carlyoncica.com>
Cc: Joseph Gutierrez <jag@mgalaw.com>; Tracy O'Steen <tosteen@carlyoncica.com>; Cristina Robertson <crobertson@carlyoncica.com>; Larry Bertsch (larry@llbcpa.com) <larry@llbcpa.com>; Richard Kleikamp <richard@llbcpa.com>; Danielle Barraza <djb@mgalaw.com>; Nancy Rodriguez <nrodriguez@carlyoncica.com>
Subject: Re: SJC Ventures

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Candace and Tracey

As we have received nothing from Plaintiffs counsel I would appreciate you submitting the order to the court today.

MRM

Sent from my iPhone

On Mar 11, 2022, at 4:10 PM, Candace Carlyon
<ccarlyon@carlyoncica.com> wrote:

Thank you!

Candace Carlyon
Carlyon Cica Chtd.
265 E. Warm Springs Suite 107
Las Vegas, NV 89119
702.685.4444 (office)
702.577-3613 (direct)
CarlyonCica.com

From: Joseph Gutierrez <jag@mgalaw.com>
Sent: Friday, March 11, 2022 3:54 PM
To: Michael Mushkin <mushkin3@icloud.com>
Cc: Candace Carlyon <ccarlyon@carlyoncica.com>; Tracy O'Steen
<tosteen@carlyoncica.com>; Cristina Robertson
<crobertson@carlyoncica.com>; Larry Bertsch (larry@llbcpa.com)
<larry@llbcpa.com>; Richard Kleikamp <richard@llbcpa.com>; Danielle
Barraza <djb@mgalaw.com>; Nancy Rodriguez
<nrodriguez@carlyoncica.com>
Subject: Re: SJC Ventures

I'm been in a mediation all day. We have edits and will circulate them over the weekend.

Sent from my iPhone

On Mar 11, 2022, at 3:35 PM, Michael Mushkin
<mushkin3@icloud.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please affix my electronic signature. Approved as written. Many thanks.

MRM

Sent from my iPhone

On Mar 11, 2022, at 12:47 PM, Candace
Carlyon <ccarlyon@carlyoncica.com>

wrote:

Please see attached proposed FFCL with respect to yesterday's hearing, as well as the proposed sanctions order. Ms. O'Steen will be separately circulating a Supplemental Order re Appointment of Receiver on Monday.

Candace Carlyon, Esq.

ccarlyon@carlyoncica.com

265 E. Warm Springs Road, Suite 107

Las Vegas, NV 89119

702.685.4444 (office)

702.577.3613 (direct)

702.220.4360 (facsimile)

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Spanish Heights Acquisition
7 Company LLC, Plaintiff(s)

CASE NO: A-20-813439-B

8 vs.

DEPT. NO. Department 31

9 CBC Partners I LLC,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

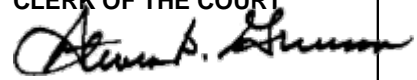
17 Service Date: 3/20/2022

18 MGA Docketing	docket@mgalaw.com
19 Karen Foley	kfoley@mccnvlaw.com
20 Michael Mushkin	michael@mccnvlaw.com
21 Candace Carlyon	ccarlyon@carlyoncica.com
22 Tracy O'Steen	tosteen@carlyoncica.com
23 Nancy Rodriguez	nrodriguez@carlyoncica.com
24 Cristina Robertson	crobertson@carlyoncica.com
25 Cristiana Lopez	clopez@mccnvlaw.com

26
27
28

CARLYON CICA CHTD.
265 E. Warm Springs Road, Suite 107
Las Vegas, NV 89119

Electronically Filed
3/21/2022 3:55 PM
Steven D. Grierson
CLERK OF THE COURT



NEO
CARLYON CICA CHTD.
CANDACE C. CARLYON, ESQ.
Nevada Bar No. 2666
TRACY M. O'STEEN, ESQ.
Nevada Bar No. 10949
265 E. Warm Springs Road, Suite 107
Las Vegas, NV 89119
PHONE: (702) 685-4444
FAX: (725) 220-4360
Email: CCarlyon@CarlyonCica.com
TOSTeen@CarlyonCica.com

Counsel for Larry L. Bertsch, Receiver

EIGHT JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada limited liability
company; SJC Ventures Holding Company,
LLC d/b/a SJC Ventures LLC, a Delaware
limited liability company,

Plaintiffs,

v.

CBC PARTNERS I, LLC, a Nevada limited
liability company; CBC PARTNERS, LLC, a
foreign limited liability company; 5148
SPANISH HEIGHTS LLC, a Nevada limited
liability company; KENNETH ANTOS AND
SHEILA NEUMANN-ANTOS, as Trustees of
the Kenneth & Sheila Antos Living Trust and
the Kenneth M. Antos & Sheila M. Neumann-
Antos Trust; DACIA LLC, a foreign limited
liability company; DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

AND RELATED MATTERS.

Case No.: A-20-813439-B

Dept. No.: 31

**NOTICE OF ENTRY OF FINDINGS OF
FACT AND CONCLUSIONS OF LAW
REGARDING ORDER ON RECEIVER'S
REQUEST FOR INSTRUCTIONS**

Hearing Date: March 10, 2022

Hearing Time: 1:00 p.m.

PLEASE TAKE NOTICE that a *Findings of Fact and Conclusions of Law Regarding Order
on Receiver's Request for Instructions* was entered in the above-referenced matter on March 20,

1 2022, a true and correct copy of which is attached hereto as Exhibit 1

2 DATED this 21st day of March 2022.

3 CARLYON CICA CHTD.

4 /s/ *Tracy M. O'Steen, Esq.*

5

TRACY M. O'STEEN, ESQ.

6 Nevada Bar No. 10949

7 265 E. Warm Springs Road, Suite 107

8 Las Vegas, Nevada 89119

9 *Counsel for the Receiver*

10

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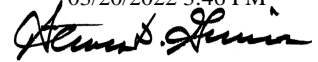
1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Carlyon Cica Chtd., and
3 that on this 21st day of March 2022, I served a true and correct copy of the foregoing **NOTICE OF**
4 **ENTRY OF FINDINGS OF FACT AND CONCLUSIONS OF LAW REGARDING ORDER**
5 **ON RECEIVER'S REQUEST FOR INSTRUCTIONS** via electronic means by operation of the
6 Court's electronic filing system, upon each party to this case who is registered as an electronic case
7 filing user with the Clerk.

8 */s/ Cristina Robertson*
9 An Employee for Carlyon Cica

EXHIBIT “1”

EXHIBIT “1”


CLERK OF THE COURT

ORDR

CARLYON CICA CHTD.
CANDACEC.CARLYON, ESQ.
Nevada Bar No. 2666
TRACY M. O'STEEN, ESQ.
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TOSTeen@CarlyonCica.com

Counsel for Larry L. Bertsch, Receiver

**EIGHT JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

SPANISH HEIGHTS ACQUISITION
COMPANY, LLC, a Nevada limited liability
company; SJC Ventures Holding Company,
LLC d/b/a SJC Ventures LLC, a Delaware
limited liability company,

Plaintiffs,

v.

CBC PARTNERS I, LLC, a Nevada limited
liability company; CBC PARTNERS, LLC, a
foreign limited liability company; 5148
SPANISH HEIGHTS LLC, a Nevada limited
liability company; KENNETH ANTOS AND
SHEILA NEUMANN-ANTOS, as Trustees of
the Kenneth & Sheila Antos Living Trust and
the Kenneth M. Antos & Sheila M. Neumann-
Antos Trust; DACIA LLC, a foreign limited
liability company; DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

AND RELATED MATTERS.

Case No.: A-20-813439-B
Dept. No.: 31

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW REGARDING
ORDER ON RECEIVER'S REQUEST FOR
INSTRUCTIONS**

**Hearing Date: March 10, 2022
Hearing Time: 1:00 p.m.**

The Court having conducted an evidentiary hearing with respect to the Receiver's (1) Second Interim Status Report; (2) Request for Approval of Compensation for the Period Ending September 30, 2021; and (3) Request for Instructions (the "Request For Instructions") on February 10, 2022

CARLYON CICA CHTD.
265 E. Warm Springs Road, Suite 107
Las Vegas, NV 89119

1 and March 11, 2022, at 1:00 p.m., Candace C. Carlyon Esq. appearing on behalf of Receiver, Larry
2 L. Bertsch (the “Receiver”); Michael R. Mushkin, Esq. appearing on behalf of Defendants, CBC
3 Partners I, LLC, CBC Partners, LLC, 5148 Spanish Heights, LLC, and Dacia LLC (the
4 “Defendants”); and Joseph A. Gutierrez, Esq. and Danielle Barraza appearing on behalf of Plaintiffs,
5 Spanish Heights Acquisition Company (“SHAC”) and SJC Ventures Holding Company, LLC, d/b/a
6 SJC Ventures LLC (“SJC Ventures”) (collectively “Plaintiffs”) and Counterdefendant Jay Bloom
7 (collectively with Plaintiffs, the “SJC Parties”); and for good cause appearing, the Court enters the
8 following:

9 **FINDINGS OF FACT:**

10 1. On August 10, 2021, the Court entered its Order Appointing Receiver (the
11 “Appointment Order”) appointing Larry L. Bertsch as the receiver for SJC Ventures Holding
12 Company, LLC d/b/a SJC Ventures LLC, a Delaware limited liability company (“SJC Ventures”).
13 The Appointment Order provides that “[u]nless expressly limited herein, the Receiver shall be
14 further granted all powers given to an equity receiver, provided by N.R.S. Chapter 32 and or common
15 law.” See Appointment Order at ¶10.

16 2. Jay Bloom is the manager of SJC Ventures and, indirectly, its 100% owner.

17 3. The Appointment Order provides, in part: “Counterdefendant Bloom is specifically
18 ordered to cooperate with the Receiver in providing the business records of SJC Ventures and any
19 subsidiary and affiliated entities in which SJC Ventures has an ownership interest.” The known
20 subsidiaries First 100, LLC and Spanish Heights Acquisition Company, LLC were listed.

21 4. On August 12, 2021, the Receiver requested that Mr. Bloom provide the business
22 records, including banking and financial records, of SJC Ventures and any subsidiaries or affiliates

23 5. On September 10, 2021, the Receiver filed the Receiver’s (1) First Interim Report;
24 (2) Request for Approval of Compensation from the Date of his Appointment through September 9,
25 2021; and (3) Request for Instructions from the Court (the “First Interim Status Report”). The
26 Receiver sought additional authority from the Court in response to the Plaintiffs’ failure to cooperate
27 with the Receiver.
28

1 6. On October 14, 2021, in connection with SHAC's pending Chapter 11 Bankruptcy,
2 Mr. Bloom appeared for examination. The Court has considered that examination testimony, as set
3 forth in the Receiver's [deposition designation], in connection with this matter.

4 7. On October 26, 2021, the Court entered its Order Approving Receiver's First Interim
5 Report and Request for Approval Of Compensation From The Date Of His Appointment Through
6 September 8, 2021 And Setting Further Proceedings Regarding Receiver's Request For Instructions
7 and "Counter-motion" For Protective Order (the "Compliance Order"). The Compliance Order
8 required, *inter alia*, cooperation with the Receiver and production of all documents by noon on
9 November 3, 2021, with any further briefing to be filed by November 5, 2021. The Compliance
10 Order continued the Receiver's Request for Instructions for hearing on November 16, 2021, at 8:30
11 a.m.

12 8. On November 1, 2021, the Court entered its Stipulated Confidentiality and Protective
13 Order to address concerns raised by the Plaintiff.

14 9. On November 5, 2021, the Receiver filed his Second Interim Report which also
15 included a request for instructions. The Receiver reported that he had been unable to obtain
16 requested financial records for SJC Ventures and its named subsidiaries, SHAC, 1st One Hundred
17 Holdings, LLC, and First 100, LLC. The Receiver further reported his concern regarding possible
18 dissipation of assets. The Receiver requested that the Court order SJC Ventures and its agents,
19 assigns, accountants, bookkeeper and banks to provide such records directly to the Receiver, and
20 grant him authority to take possession of the assets of SJC Ventures in order to preserve such assets
21 and prevent further dissipation

22 10. On November 16, 2021, the Court heard and granted the joint request of Defendants
23 and the SJC Parties to stay this action pending a negotiated settlement.

24 11. An order approving that request was entered by this Court on November 30, 2021.
25 As reflected therein, the Court excused the Receiver from performing additional work pending a
26 January 11, 2022 status hearing.

27 12. The status hearing was set to inform the Court whether the Plaintiffs made the January
28 5, 2022 settlement payment.

1 13. As reported to the Court by the parties at that hearing, the Plaintiff did not make the
2 settlement payment. The Court reminded the parties of their obligation to comply with the
3 Receiver's requests.

4 14. From January 12, 2022, the Receiver renewed his requests for information regarding
5 SJC Ventures and related entities.

6 15. On February 3, 2022, the Court held a hearing on the On February 4, 2022, this Court
7 issued an Order re [] Receiver's Request for Instructions (the "February 4 Order").

8 16. The February 4 Order included the following findings:

9 a. The Court finds that the prior orders entered in this matter require the SJC Parties to
10 cooperate with the Receiver in providing the business records of SJC Ventures and any subsidiary
11 and affiliated entities in which SJC Ventures has an ownership interest, specifically First 100, LLC
12 and SHAC. The Receiver has requested all corresponding financial books and records, bank records,
13 and tax returns.

12 b. The Court finds that the SJC Parties have been non-compliant with regard to that
13 obligation.

13 c. The Court finds that accountants for the SJC Parties have a duty to retain and provide
14 client access to the records of their clients.

15 17. The February 4 Order required the SJC Parties to provide to the Receiver, by 2:00
16 p.m. on February 7, 2022, stating:

17 **IT IS HEREBY ORDERED** that the SJC Parties are directed to provide to the
18 Receiver, on or before 2:00 p.m. on February 7, 2022, all of the following with
19 respect to SJC Ventures, SHAC, and First 100, LLC ("First 100") and 1st 100
20 Holdings, LLC ("1st 100 Holdings"), the following information (collectively, the
21 "Information"):

- 22 1. Access to all QuickBooks records, including access and password(s)
23 necessary to, at a minimum, view and analyze all information.
- 24 2. Copies of all tax returns for the years 2018-2020.
- 25 3. Copies of all bank records including, without limitation, bank statements not
26 previously provided for the period January 1, 2018-January 31, 2022 (with
27 additional bank records to be provided as received or available).

28 18. Noting that the SJC Parties contended that certain financial information had been
requested from individuals described as a bookkeeper (Kristy Somers), former CFO (Michael
Hendrickson) and accountant (Mark Discus), the Court ordered each of those three individuals to
provide all financial records and bank records regarding SJC Ventures, SHAC, First 100, and 1st 100
Holdings, by 2:00 p.m. on February 7, 2022; with respect to any subsidiary of SJC Ventures, to

1 provide such documents or a list of documents with an explanation as to why the documents were
2 not being provided; a declaration; to provide a declaration or affidavit on or before noon on February
3 10, 2022, setting forth all facts as to the date and content of requests made by the SJV Parties or the
4 Receiver (or their counsel or agents) for information, and detailing all efforts to comply with such
5 requests, including an index of documents provided, the date provided, and the party to whom
6 provided; and to appear (via video) at a continued (evidentiary) hearing on February 11, 2022 (the
7 “Evidentiary Hearing”).

8 19. The February 4 Order gave fair notice of the Evidentiary Hearing and advised all
9 parties that the Evidentiary Hearing would be the forum for the Court to determine any assessment,
10 award, fee, sanction, or expansion of the duties of the Receiver.

11 20. Everyone had equal opportunity to provide to court any documentary evidence they
12 wished court to consider by February 11, 2022, and all parties and the receiver had the same full and
13 fair opportunity to submit exhibits prior to that date.

14 21. Prior to the commencement of the Evidentiary Hearing, the Receiver submitted
15 copies of his proposed exhibits R-1 through R-10, and filed with the Court a Request for Judicial
16 Notice; Receiver’s Deposition Designations Submitted in Connection with the Evidentiary Hearing
17 Regarding Receiver’s Request for Instructions; Receiver’s Status Report Submitted in Compliance
18 with the Court’s February 4, 2022 Order Setting Evidentiary Hearing; and the Declaration of Larry
19 L. Bertsch Regarding Evidentiary Hearing on the Receiver’s Request for Instructions (collectively,
20 the “Receiver’s Evidentiary Submissions”). Without objection, each of those documents was
21 considered by the Court in connection with the Evidentiary Hearing.

22 22. Neither the SJC Parties nor the Defendants submitted copies of exhibits to the Court
23 prior to commencement of the Evidentiary Hearing.

24 23. The Court commenced the Evidentiary Hearing on February 11, 2022. Ms. Somers
25 appeared with counsel and stated objections with respect to aspects of the February 4 Order. Mr.
26 Discus and Mr. Hendrickson did not appear.

27 24. The testimony of Mr. Bloom commenced, and the Court continued the Evidentiary
28 Hearing to a date to be determined.

1 25. At the February 11 hearing, no party requested that the Court permit additional
2 exhibits to be submitted.

3 26. The continuation of the Evidentiary Hearing was not an invitation, or the granting of
4 permission, for any party to submit additional exhibits not presented to the Court prior to or at the
5 February 11 initial Evidentiary Hearing date.

6 27. In response to the Court's request regarding scheduling a continued date to conclude
7 the Evidentiary Hearing, the parties submitted a joint letter to the Court on February 24, 2022, which
8 included the following language:

9 All counsel and all Parties (with the possible exception of Mr. Bertsch) are available on
10 March 10, 2022, at either 10:30 a.m. or 1:00 p.m. for the continued Evidentiary Hearing.

11 If agreeable to the Court, Mr. Bertsch can be excused from the continued hearing, and if the
12 Court desires his live testimony to be presented, the Parties will work with the Court to find
a later date for that portion of the Evidentiary Hearing.

13 Plaintiffs' counsel have been advised by counsel for Plaintiffs' bookkeeper, Kristi Somers,
14 that he (counsel) is not available on March 3 or March 10; to the extent that Ms. Somers'
15 testimony is required the Parties will request that the Court set a separate date to hear such
testimony.

16 28. In accordance with the joint request of the parties, the continued Evidentiary Hearing
17 was scheduled for March 10, 2022.

18 29. Between 12:47 and 12:55 p.m. on March 10, 2022, counsel for the SJC Parties
19 transmitted, via email to the Court's Judicial Executive Assistant, approximately 38 ".pdf"
20 documents labeled as "Plaintiff's Exhibits." No physical copies of any exhibits were presented to
21 the Court by the SJC Parties, either prior to or at the February 11 or March 10 hearings. No Exhibit
22 list was provided, including in connection with the emails sent to the Court on the afternoon of the
23 continued Evidentiary Hearing.

24 30. At the continued Evidentiary Hearing, Mr. Bloom completed his testimony, including
25 examination by counsel for all parties. The Court accepted and considered the Receiver's exhibits
26 R-1 through R-10, and the Receiver's Evidentiary Submissions.

1 31. At the continued Evidentiary Hearing, counsel for the Plaintiffs attempted to
2 introduce Plaintiff's Exhibits 12-36, which were purported to be additional email communications
3 between Mr. Bloom and the Receiver.

4 32. The Court denied the request for admission of exhibits which had not been physically
5 presented to the Court.

6 33. The Court finds that the SJC Parties have failed to comply with the Court's Orders,
7 including the Appointment Order and the February 4 Order.

8 34. Further, while the Court provided the SJC Parties the opportunity to present evidence
9 (specifically ordered by the Court) from their agents, Mr. Hendrickson and Mr. Discus failed to
10 appear at the Evidentiary Hearing, and no testimony was proffered which would excuse compliance
11 with the requirements to provide full financial information to the Receiver.

12 35. For example, while Mr. Bloom contended that there were no tax returns to produce,
13 a letter from Mr. Discus to Mr. Bloom admitted as Receiver's Exhibit R-5 stated:

14 As requested, I am writing to update you on the status of the business income tax returns.

15 We are currently preparing the 2018-2020 (as required) income tax returns for:

- 16 • SJC Ventures Holdings, LLC
- 17 • Spanish Heights Acquisition Company, LLC
- 18 • 1st One Hundred Holdings, LLC
- 19 • First 100, LLC

20 It is my understanding that those are the only business returns that remain incomplete. Please
21 confirm or amend that understanding. We may request any additional information,
22 documentation, or clarification to complete the income tax returns, if so, someone from my
office will contact you.

23 36. Mr. Bloom testified that he had not received any request for further information from
24 Mr. Discus's office.

25 37. The Court finds incredulous Mr. Bloom's and the independent accountant's assertion
26 that no tax returns exist with regard to entities holding what Mr. Bloom describes as assets worth
27 millions to billions of dollars.
28

1 38. The “general ledger” of SJC Ventures, received into evidence as the Receiver’s
2 Exhibit R-8, was incomplete that, even as acknowledged by Mr. Bloom’s testimony, did not identify
3 all transactions by which transfers of hundreds of thousands of dollars were received by, and
4 transferred away by, SJC Ventures. The general ledger does not have information required by
5 Receiver to perform his duties.

6 39. It should not take multiple requests and multiple hearings for the SJC Parties to
7 provide to the Receiver basic financial information such as a description of receipts and
8 disbursements and tax returns, particularly when SJC Ventures apparently has the assistance of
9 multiple professionals.

10 40. The failure to do so in and of itself demonstrates that the duties of the Receiver must
11 be expanded.

12 41. Ex 8’s purpose was to provide information to the Receiver via the incomings and
13 outgoings; however, it is so incomplete that it was even as acknowledged by Mr. Bloom’s testimony
14 to be incomplete. Ex 8 does not have the information required by the Receiver to perform his duties.

15 42. In finding that the SJC Parties have failed to comply with the Receiver’s requests and
16 the orders of the Court, the Court is not taking into account the time during which the case was
17 stayed (November 16, 2021 through January 5, 2022), but finds that the failure to comply occurred
18 throughout an extended period in August, September, October, January and February.

19 43. The Court cannot find good cause or excuse for the SJC Parties lack of compliance
20 because there are assets, including those of subsidiaries and affiliates, which need to be accounted
21 for.

22 44. Evidence indicated that, for example, proceeds of the sale of real property owned by
23 a wholly owned subsidiary of SJC Ventures was paid to the IRS rather than being delivered to SJC
24 Ventures and that hundreds of thousands of dollars were expended by SJC Ventures on such luxury
25 items as private jets, Vegas Golden Knights tickets, and Las Vegas Raiders tickets.

26 45. Mr. Bloom is a very intelligent man, and the fact that he states he doesn’t know what’s
27 going on with these entities demonstrates the need to have someone else take over.

28 Based on the foregoing Findings of Fact, the Court enters the following:

CONCLUSIONS OF LAW

A. The SJC Parties have failed to comply with the Appointment Order, the February 4 Order, and the requests of the Receiver.

B. Mark Discus and Michael Hendrickson have failed to comply with the February 4 Order.

C. The burden is on the SJC Parties to produce information with respect to SJC Ventures and its subsidiaries and related parties; stating that professionals they hired have the documents does not fulfill the responsibility to provide such information.

D. Cause has been shown to expand the duties of the Receiver, such that, with respect to SJC Ventures, SHAC, 1st One Hundred Holdings, LLC, and First 100, LLC (collectively, the “Receivership Entities”), the Receiver is granted full and exclusive authority over those entities, including their assets, books and records.

E. With respect to subsidiaries and affiliates of the Receivership Entities, the SJC Parties and their agents are required to provide all information relating to the finances, operations, assets and liabilities of those entities. While the Court is not directing the Receiver to take control of those entities at this time, that decision is based upon a lack of clarity regarding the assets and relationships of other entities. The Court may consider a separate request with respect to those entities if brought forward by the Receiver or a Party. However, the Receiver shall have all powers which would be possessed by SJC Ventures, and funds which are available for distribution by those entities to SJC Ventures shall be distributed to SJC Ventures and not to Mr. Bloom or any of his related entities. The Court shall separately enter an amended Order with respect to the appointment of the Receiver.

F. The Court finds that an increase in the Receiver’s bond to a total of \$5,000 is appropriate.

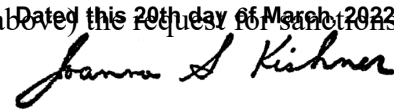
G. The Court finds that sanctions are appropriate with respect to the SJC Parties’ non-compliance with prior orders of the Court. At this time, the Court awards as sanctions the costs of the Receivership, including the fees and costs of the Receiver and his counsel, for the period August 12, 2021 through November 16, 2021. The request for additional sanctions is denied, without prejudice.

1 46. The SJC Parties failed to timely provide any exhibits to the Court, such that the
2 request for admission of what was described as “Plaintiff’s Exhibits 12-36” is denied. The Court
3 has determined that the SJC Parties waived any right to introduce documents, despite objection of
4 the SJC Parties, by failing to produce such documents to the Court prior to the commencement of
5 the Evidentiary Hearing, and failure to physically deliver such documents to the Court through the
6 conclusion of the Evidentiary Hearing.

7 47. Independently, the Court finds that the SJC Parties are not prejudiced by the ruling
8 of the Court with respect to such “exhibits”, since counsel for the SJC Parties described the exhibits
9 as being communications between Mr. Bloom and the Receiver, and Mr. Bloom had ample
10 opportunity to testify as to such communications. Additionally, the Court did not prohibit the use
11 of any documents to refresh recollection.

12 Based on the foregoing, the Court will separately enter orders expanding the scope of the
13 receivership and granting (to the extent set forth above) the request for sanctions.

14 **IT IS SO ORDERED.**

Dated this 20th day of March, 2022.


15 DISTRICT COURT OF THE STATE OF NEVADA
16 Joanna S. Kushner
17 District Court Judge
18 Approved by:

16 Respectfully Submitted by:

17 CARLYON CICA, CHTD.

18 MAIER GUTIERREZ & ASSOCIATES

19 /s/ Tracy M. O’Steen, Esq.

19 /s/

20 _____
20 Candace Carlyon, Esq.
21 Nevada Bar No. 2666
21 Tracy M. O’Steen, Esq.
22 Nevada Bar No. 10949
22 265 E. Warm Springs Road, Suite 107
23 Las Vegas, NV 89119
23 Counsel for Larry L. Bertsch, Receiver

20 _____
20 JOSEPH A. GUTIERREZ, ESQ.
21 Nevada Bar No. 9046
21 DANIELLE J. BARRAZA, ESQ.
22 Nevada Bar No. 13822
22 8816 Spanish Ridge Avenue
23 Las Vegas, Nevada 89148
23 Attorneys for Plaintiffs

1 Approved by:
2 MUSHKIN & COPPEDGE

3 */s/ Michael R. Mushkin, Esq.*

4

MICHAEL R. MUSHKIN, ESQ.

Nevada Bar No. 2421

5 L. JOE COPPEDGE, ESQ.

Nevada Bar No. 4954

6 6070 South Eastern Avenue, Suite 270

7 Las Vegas, Nevada 89119

Attorneys for Defendants CBC Partners I,

8 *LLC, CBC Partners, LLC, 5148 Spanish*

9 *Heights, LLC, and Dacia LLC*

From: [Michael Mushkin](#)
To: [Candace Carlyon](#)
Cc: [Danielle Barraza](#); [Joseph Gutierrez](#); [Tracy O'Steen](#); [Cristina Robertson](#); [Larry Bertsch \(larry@llbcpa.com\)](#); [Richard Kleikamp](#); [Nancy Rodriguez](#)
Subject: Re: SJC Ventures
Date: Tuesday, March 15, 2022 8:51:23 AM
Attachments: [Order re Sanctions Redline \(JAG edits\).docx](#)
[Order re Ruling on Request for Instructions.docx](#)

I approve of both orders. Please affix my electronic signature.

MRM

Sent from my iPhone

On Mar 15, 2022, at 2:35 AM, Candace Carlyon <ccarlyon@carlyoncica.com> wrote:

Good morning! I attach revised redlines which have rejected certain of the changes requested. With respect to the FFCL, my changes are either to reflect the ruling of the court, or to reject items which you propose which were not contained in the Court's ruling. With respect to the sanctions order, my changes include Mr. Bloom in the award (as one of the SCJ Ventures parties) and deletes the reference to providing invoices since these were already filed with the Receiver's prior request for payment, which allowed fees were utilized to calculate the amount of the award. If you have any questions regarding those calculations, please reach out to Ms. O'Steen directly.

Our office will be submitting clean copies of these orders and the order expanding the receiver's duties. Please advise whether we can affix your electronic signature. Thank you. Candace

From: Danielle Barraza <djb@mgalaw.com>
Sent: Monday, March 14, 2022 11:47 AM
To: Joseph Gutierrez <jag@mgalaw.com>; Michael Mushkin <mushkin3@icloud.com>; Candace Carlyon <ccarlyon@carlyoncica.com>
Cc: Tracy O'Steen <tosteen@carlyoncica.com>; Cristina Robertson <crobertson@carlyoncica.com>; Larry Bertsch (larry@llbcpa.com) <larry@llbcpa.com>; Richard Kleikamp <richard@llbcpa.com>; Nancy Rodriguez <nrodriguez@carlyoncica.com>
Subject: RE: SJC Ventures

Attached are our edits to the orders.

Danielle J. Barraza | Associate
MAIER GUTIERREZ & ASSOCIATES

8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
djb@mgalaw.com | www.mgalaw.com

From: Joseph Gutierrez <jag@mgalaw.com>
Sent: Monday, March 14, 2022 9:30 AM
To: Michael Mushkin <mushkin3@icloud.com>; Candace Carlyon <ccarlyon@carlyoncica.com>
Cc: Tracy O'Steen <tosteen@carlyoncica.com>; Cristina Robertson <crobertson@carlyoncica.com>; Larry Bertsch (larry@llbcpa.com) <larry@llbcpa.com>; Richard Kleikamp <richard@llbcpa.com>; Danielle Barraza <djb@mgalaw.com>; Nancy Rodriguez <nrodriguez@carlyoncica.com>
Subject: RE: SJC Ventures

We will get you our edits today.

Joseph A. Gutierrez
MAIER GUTIERREZ & ASSOCIATES
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
Tel: 702.629.7900 | Fax: 702.629.7925
jag@mgalaw.com | www.mgalaw.com

From: Michael Mushkin <mushkin3@icloud.com>
Sent: Monday, March 14, 2022 9:24 AM
To: Candace Carlyon <ccarlyon@carlyoncica.com>
Cc: Joseph Gutierrez <jag@mgalaw.com>; Tracy O'Steen <tosteen@carlyoncica.com>; Cristina Robertson <crobertson@carlyoncica.com>; Larry Bertsch (larry@llbcpa.com) <larry@llbcpa.com>; Richard Kleikamp <richard@llbcpa.com>; Danielle Barraza <djb@mgalaw.com>; Nancy Rodriguez <nrodriguez@carlyoncica.com>
Subject: Re: SJC Ventures

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Candace and Tracey

As we have received nothing from Plaintiffs counsel I would appreciate you submitting the order to the court today.

MRM

Sent from my iPhone

On Mar 11, 2022, at 4:10 PM, Candace Carlyon
<ccarlyon@carlyoncica.com> wrote:

Thank you!

Candace Carlyon
Carlyon Cica Chtd.
265 E. Warm Springs Suite 107
Las Vegas, NV 89119
702.685.4444 (office)
702.577-3613 (direct)
CarlyonCica.com

From: Joseph Gutierrez <jag@mgalaw.com>
Sent: Friday, March 11, 2022 3:54 PM
To: Michael Mushkin <mushkin3@icloud.com>
Cc: Candace Carlyon <ccarlyon@carlyoncica.com>; Tracy O'Steen
<tosteen@carlyoncica.com>; Cristina Robertson
<crobertson@carlyoncica.com>; Larry Bertsch (larry@llbcpa.com)
<larry@llbcpa.com>; Richard Kleikamp <richard@llbcpa.com>; Danielle
Barraza <djb@mgalaw.com>; Nancy Rodriguez
<nrodriguez@carlyoncica.com>
Subject: Re: SJC Ventures

I'm been in a mediation all day. We have edits and will circulate them over the weekend.

Sent from my iPhone

On Mar 11, 2022, at 3:35 PM, Michael Mushkin
<mushkin3@icloud.com> wrote:

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please affix my electronic signature. Approved as written. Many thanks.

MRM

Sent from my iPhone

On Mar 11, 2022, at 12:47 PM, Candace
Carlyon <ccarlyon@carlyoncica.com>

wrote:

Please see attached proposed FFCL with respect to yesterday's hearing, as well as the proposed sanctions order. Ms. O'Steen will be separately circulating a Supplemental Order re Appointment of Receiver on Monday.

Candace Carlyon, Esq.

ccarlyon@carlyoncica.com

265 E. Warm Springs Road, Suite 107

Las Vegas, NV 89119

702.685.4444 (office)

702.577.3613 (direct)

702.220.4360 (facsimile)

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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Spanish Heights Acquisition
7 Company LLC, Plaintiff(s)

CASE NO: A-20-813439-B

8 vs.

DEPT. NO. Department 31

9 CBC Partners I LLC,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

17 Service Date: 3/20/2022

18 MGA Docketing	docket@mgalaw.com
19 Karen Foley	kfoley@mccnvlaw.com
20 Michael Mushkin	michael@mccnvlaw.com
21 Candace Carlyon	ccarlyon@carlyoncica.com
22 Tracy O'Steen	tosteen@carlyoncica.com
23 Nancy Rodriguez	nrodriguez@carlyoncica.com
24 Cristina Robertson	crobertson@carlyoncica.com
25 Cristiana Lopez	clopez@mccnvlaw.com

26
27
28