

# IN THE SUPREME COURT OF THE STATE OF NEVADA

## INDICATE FULL CAPTION:

BRAD RESNIK  
Appellant

vs.  
QUALITY LOAN SERVICE CORPORATION;  
SOTICOY BAY LLC, 4928 E Monroe Avenue;  
NATIONSTAR MORTGAGE LLC d/b/a MR. COOPER;  
US BANK TRUST NATIONAL ASSOCIATION, as  
OWNER TRUSTEE FOR VRMTG ASSET TRUST;  
and SHELLPOINT  
Respondents

No. 84751  
Electronically Filed  
Jun 01 2022 10:04 a.m.  
DOCKETING Elizabeth A. Brown  
CIVIL APPEALS Clerk of Supreme Court

## 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 8th Department 5  
County Clark Judge Veronica M. Barisich  
District Ct. Case No. A-22-847283-C

**2. Attorney filing this docketing statement:**

Attorney Benjamin B. Childs, Sr Telephone 702 251 0000  
Firm Benjamin B. Childs, Ltd  
Address 318 S. Maryland Parkway  
Las Vegas, NV 89101

Client(s) BRAD RESNIK

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 F. Bohn Telephone 7026423113  
Firm LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD.  
Address 2260 Corporate Circle # 480  
Henderson, NV 89074

Client(s) SOTICOY BAY LLC, 4928 E Monroe Avenue

Attorney Kristin A. Schuler-Hintz Telephone 7026850329  
Firm MCCARTHY & HOLTHUS, LLP  
Address 9510 W. Sahara Ave # 200  
Las Vegas, NV 89117

Client(s) QUALITY LOAN SERVICE CORPORATION

(List additional counsel on separate sheet if necessary) Resnik v. Quality Loan Service

**Docketing Statement Case # 84751**

**Page 2 of 12**

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

Attorney Brody R. Wight Telephone 470 832 5586

Firm TROUTMAN PEPPER HAMILTON SANDERS LLP

Address 8985 S. Eastern Ave # 200  
Las Vegas, NV 89123

Client(s) NATIONSTAR MORTGAGE LLC d/b/a MR. COOPER

Attorney Ariel E. Stern Telephone 702 634 5000

Firm AKERMAN LLP

Address 1635 Village Center Circle # 200  
Las Vegas, NV 89134

Client(s) US BANK TRUST NATIONAL ASSOCIATION and SHELLPOINT

**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 checked="" 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 type="checkbox"/> Other disposition (specify): <u>post decree 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:

None

**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:

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

Wrongful foreclosure, quiet title action timely filed after a foreclosure sale  
Writ of Restitution was granted to SOTICOY BAY LLC.

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

Is a writ of restitution proper after a lawsuit is timely filed following foreclosure sale that was conducted in violation of NRS 107.080, 107.480 and 107.530.

Trustee's Deed conveyed title "without covenant or warranty".

Motion admits that Appellant is the owner of the property.

Trustee's Deed and all notices reference the wrong Assessor Parcel Number [APN].

**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:

**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: Homeowners should not be dispossessed of their property in violation Nevada laws.

Referencing incorrect APN without correction over years creates a notice of title issue to prospective buyers of real estate.

**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:

Presumptively assigned to the Court of Appeals [NRAP 17(b)(12)]  
(12) Cases challenging the grant or denial of injunctive relief;

**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?

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** Apr 29, 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** May 16, 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** May 16, 2022

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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:

**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 checked="" type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376  |
| <input type="checkbox"/> Other (specify) _____    |                                       |

(b) Explain how each authority provides a basis for appeal from the judgment or order:

(3) An order granting or refusing to grant an injunction or dissolving or refusing to dissolve an injunction.

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

(a) Parties:

Plaintiff s : BRAD RESNIK

Defendants : QUALITY LOAN SERVICE CORPORATION;  
SOTICOY BAY LLC, 4928 E Monroe Avenue;  
NATIONSTAR MORTGAGE LLC d/b/a MR. COOPER;  
US BANK TRUST NATIONAL ASSOCIATION,  
OWNER TRUSTEE FOR VRMTG ASSET TRUST;  
Shellpoint

(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:

The injunction only involves dispute of possession of the Subject Property between Appellant Brad Resnik and SOTICOY BAY LLC, 4928 E Monroe Avenue;

**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.**

Appellant's Causes of Action : Violation of HOMEOWNER BILL OF RIGHTS as the Subject Property is Plaintiff's residence. Pursuant to NRS 107.480, the Trustee's Power of Sale is subject to NRS 107.400 to 107.560 and specifically NRS 107.530. Violation of NRS 107.080. Wrongful foreclosure. Quiet Title. Slander of title. Declaratory Relief in form of an Accounting

Saticoy Bay has a counterclaim for quiet title and a Writ of Restitution

**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:

All of Appellant's claims against all defendants other than SOTICOY BAY LLC remain; the injunctive relief involved possession of the Subject Property.

(b) Specify the parties remaining below:  
Appellant's claims against QUALITY LOAN SERVICE CORPORATION;  
NATIONSTAR MORTGAGE LLC d/b/a MR. COOPER;  
US BANK TRUST NATIONAL ASSOCIATION,  
OWNER TRUSTEE FOR VRMTG ASSET TRUST; and SHELLPOINT remain.

(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)):**

Order is independently reviewable as injunctive relief [NRAP 3A(b)(3)]

**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

Document

Bates #

Appellant's Complaint filed 1/26/2022

1 - 18

Saticoy Bay LLC' Answer and Counterclaim

19 - 24

Order Granting Temporary Writ of Restitution [with Notice of Entry]

25 - 29

## 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.

BRAD RESNIK

Name of appellant

Benjamin B. Childs, Sr.

Name of counsel of record

6/1/2022

Date

/s/ Benjamin B. Childs, Sr.

Signature of counsel of record

Clark County, Nevada

State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the 1 day of June, 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.)

Emailed to

|                          |                            |
|--------------------------|----------------------------|
| Michael F. Bohn          | mbohn@bohnlawfirm.com      |
| Kristin A. Schuler-Hintz | khintz@mccarthyholthus.com |
| Brody R. Wight           | brody.wight@troutman.com   |
| Ariel E. Stern           | ariel.stern@akerman.com    |
| Ara Shirinian            | arashirinian@cox.net       |

Dated this 1 day of June, 2022

/s/ Benjamin B. Childs

Signature

Resnik v. Quality Loan Service

Docketing Statement Case # 84751

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**Re: Resnik v. Quality Loan; Case No. 845671**

Ben Childs <ben@benchilds.com>

Wed 6/1/2022 9:50 AM

To: Ara Shirinian <arashirian@cox.net>; Michael Bohn <mbohn@bohnlawfirm.com>

Cc: DENV@mccarthyholthus.com <DENV@mccarthyholthus.com>; khintz@mccarthyholthus.com <khintz@McCarthyHolthus.com>; Office <office@bohnlawfirm.com>; Maggie Lopez <maggie@bohnlawfirm.com>; Maurice Mazza <mazza@bohnlawfirm.com>; nicholas.belay@akerman.com <nicholas.belay@akerman.com>; AkermanLAS@akerman.com <AkermanLAS@akerman.com>; ariel.stern@akerman.com <ariel.stern@akerman.com>; natalie.winslow@akerman.com <natalie.winslow@akerman.com>; brody.wight@troutman.com <brody.wight@troutman.com>

 1 attachments (14 MB)

DocketSheet060122withexhibits.pdf;

Attached is the docketing statement I'm filing now.

BENJAMIN B. CHILDS, ESQ.

318 S. Maryland Parkway

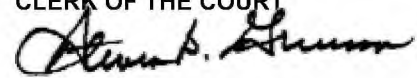
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Fax 384 1119  
ben@benchilds.com  
Attorney for Plaintiff

CASE NO: A-22-847283-C  
Department 5

DISTRICT COURT  
CLARK COUNTY, NEVADA

BRAD RESNIK

Plaintiff

vs.

QUALITY LOAN SERVICE CORPORATION and  
SOTICOY BAY LLC, 4928 E Monroe Avenue and  
NATIONSTAR MORTGAGE LLC d/b/a  
MR. COOPER, and  
US BANK TRUST NATIONAL ASSOCIATION, as  
OWNER TRUSTEE FOR VRMTG ASSET TRUST,  
and SHELLPOINT, and  
JOHN DOES 1 through 5 inclusive  
and ROE CORPORATIONS I through X

Defendants

=====

Case #  
Dept #

COMPLAINT

Arbitration Exemption :  
Equitable Relief Re:  
Title to Real Property

Comes now Plaintiff BRAD RESNIK [Plaintiff herein], files this COMPLAINT  
and for causes of action states as follows.

PLAINTIFF'S ALLEGATIONS OF FACT

A. IDENTITY AND RESIDENCES OF THE PARTIES

1. Plaintiff is, and at all relevant times was, a resident of Clark County, Nevada.
2. Defendant QUALITY LOAN SERVICE CORPORTATION [Quality] is, and at all relevant times was, a California corporation doing business in Clark County, Nevada.
3. Defendant SOTICOY BAY LLC, 4928 E Monroe Avenue [Soticoy] is, and

1 at all relevant times was a business entity of unknown legal status, doing  
2 business in Clark County, Nevada.

3 4. Defendant NATIONSTAR MORTGAGE LLC d/b/a MR. COOPER [Cooper]  
4 is, and at all relevant times was a business entity of unknown legal status,  
5 doing business in Clark County, Nevada.

6 5. Defendant SHELLPOINT [Shellpoint] is, and at all relevant times was a  
7 business entity of unknown legal status, doing business in Clark County,  
8 Nevada.

9 6. US BANK TRUST NATIONAL ASSOCIATION, as OWNER TRUSTEE  
10 FOR VRMTG ASSET TRUST [US Bank] is, and at all relevant times was a  
11 business entity of unknown legal status, doing business in Clark County,  
12 Nevada.

13 7. The true names of Defendants DOES 1 through 5 and ROE  
14 CORPORATIONS I - X, inclusive, are unknown to Plaintiff at this time.  
15 Plaintiff sues those Defendants by such fictitious names pursuant to NRCP  
16 10 (a). Plaintiff is informed and believes, and based on that information and  
17 belief allege, that each of the Defendants designated as a DOE or ROE is  
18 legally responsible for the events and happenings referred to in this  
19 complaint, and unlawfully caused the injuries and damages to Plaintiff  
20 alleged in this complaint, or who have an interest in the subject property as  
21 set forth below. When their true names and capacities of Doe or Roe  
22 Defendants are ascertained Plaintiff, if appropriate, will amend his  
23 Complaint accordingly to insert the correct name and capacity herein.

24 8. This Court has jurisdiction and authority to issue declaratory relief and  
25 monetary judgment in this matter.

26 9. Cooper was the beneficiary and servicer of the loan secured by a  
27 promissory note and deed of trust [deed of trust] dated on or about August  
28 22, 2008 through October 5, 2021. The deed of trust was recorded with the

Clark County Recorder August 22, 2008 at Instrument No. 20080822-0003615 encumbering property with an assessor parcel number of 140-29-510-889.

10. From August 20, 2021 forward, US Bank was the beneficiary of the deed of trust.
11. Plaintiff asserts continued ownership of the real property located at 4928 E. Monroe Las Vegas, Nevada 89110, APN: 140-29-510-089 (hereinafter "Subject Property"). The correct APN for the Subject Property is 140-29-510-089. Exhibit 1 is the Clark County assessor's printout for the Subject Property.
12. After either October 6, 2021, Shellpoint was the servicer of the deed of trust.
13. At all relevant times mentioned herein, Quality was the Trustee for the beneficiary of the subject deed of trust.
14. At all relevant times mentioned herein, Plaintiff resided at the Subject Property in Clark County, Nevada;

**B. GENERAL ALLEGATIONS**

15. Plaintiff repeats and realleges each and every allegation contained above and incorporates the same herein by reference;
16. Plaintiff inherited ownership of the Subject Property after his mother, Janet G. Resnik died January 18, 2011,
17. On or about March, 2020, due to the Covid-19 pandemic, Plaintiff contacted Cooper because he was having difficulty making the loan payments. Initially he was asked to prove that he was the successor in interest to ownership of the Subject Property, which created issues with getting documents from Carson City. Cooper put the loan into forbearance in October, 2020. About this time, Plaintiff requested a single

1 point of contact but was effectively ignored by Cooper. So Plaintiff started  
2 sending in payments in the belief that Cooper was working with him and  
3 would continue to work with him to get a resolution to paying the loan.  
4 When the forbearance and moratorium ended, Plaintiff reached out with a  
5 HUD counselor and started the loan modification process, but one  
6 continual problem was that Cooper was losing the documents Plaintiff had  
7 provided. However, on October 5, 2021 Plaintiff received a letter that  
8 Cooper had "all of the information that we need to evaluate your eligibility."  
9 During this time, Plaintiff was asking for accounting for payments he had  
10 been sending Cooper, totaling approximately \$17,000.

11 18. After October 6, 2021, Plaintiff sent three payments to Shellpoint. One  
12 \$1,100 payment was sent October 22, 2021, one \$1,100 payment was sent  
13 November 5, 2021 and one \$1,400 payment was sent December 5, 2021.

14 19. When asked by Shellpoint on November 15, 2021 to provide a deed from  
15 his brother, Plaintiff arranged to provide a copy of a recorded deed  
16 satisfying that request.

17 20. Without any notice to Resnik, Quality sold the Subject Property at a  
18 foreclosure sale on November 19, 2021. A copy of the recorded Trustee's  
19 Deed Upon Sale is attached as Exhibit 2. Note the assessor parcel  
20 number of 140-29-510-889.

21 21. Plaintiff was the title holder of the Subject Property until the trustee's sale  
22 on November 19, 2020, when it was auctioned by Quality without notice to  
23 Plaintiff, and the Subject Property was purchased by Saticoy.

24 22. A further complication is that the Notice of Default, the Notice of Trustee's  
25 Sale and the Trustee's Deed all have an incorrect legal description in that  
26 they reference APN: 140-29-510-889.

27 23. At all relevant times mentioned herein, Shellpoint, Cooper, Quality and US  
28 Bank were aware or should have been aware of the timing of the Notice of

1 Trustee Sale of the Subject Property with postponements, and it proceeded  
2 with the sale despite the knowledge that the foreclosure sale was legally  
3 flawed and void under NRS 107.080, NRS 107.530, NRS 107.550 and  
4 NRS 107.560;

- 5 24. At all relevant times mentioned herein, Defendants Shellpoint, Cooper,  
6 Quality and US Bank were aware that the faulty time and illegal issuances  
7 of the Notice of Trustee Sale and the actual foreclosure sale due to the  
8 pending foreclosure prevention alternative under NRS 107.420 and NRS  
9 107.530. Despite that knowledge, they proceeded with the Trustee Sale of  
10 the Subject Property.

11  
12 FIRST CAUSE OF ACTION

13 (VIOLATION OF HOMEOWNERS' BILL OF RIGHTS) [as to Shellpoint, Cooper,  
14 Quality and US Bank]

- 15 25. Plaintiff repeats and realleges each and every allegation contained above  
16 and incorporates the same herein by reference;

- 17 26. NRS 107.530 provides that if a homeowner files an application for a  
18 "foreclosure prevention alternative" as defined in NRS 107.420, which  
19 definition includes a mortgage note modification, the beneficiary, servicer  
20 and/or trustee may not proceed to take any further action on the  
21 foreclosure until a final determination has been made and appeal rights  
22 exhausted, including the recordation of a Notice of Trustee Sale, conduct of  
23 a Trustee Sale, and recordation of a Trustee's Deed Upon Sale;

- 24 27. Defendants Shellpoint, Cooper, Quality and US Bank knowingly,  
25 deliberately and materially violated HOBR;

- 26 28. Defendants Shellpoint, Cooper, Quality and US Bank violated Plaintiff's  
27 right to a decision on the substance of the modification application and/or  
28 appeal under NRS 107.530 by refusing to process and make a substantive

1 decision on Plaintiff's modification application and/or appeal prior to the  
2 recordation of either of the Notice of Trustee Sale, foreclosure auction, and  
3 recordation of the Trustee's Deed Upon Sale;

- 4 29. The results of the violation of Plaintiff's rights are the voiding of the  
5 foreclosure and the imposition of damages against the Defendants  
6 Shellpoint, Cooper, Quality and US Bank for treble actual damages or  
7 \$50,000.00 against each Defendant.

8  
9 SECOND CAUSE OF ACTION

10 (VIOLATION OF NRS 107.080) [as to Shellpoint, Cooper, Quality and US Bank]

- 11 30. Plaintiff repeats and realleges each and every allegation contained above  
12 and incorporates the same herein by reference.

- 13 31. NRS 107.080(5) states that a foreclosure sale is void if the sale is  
14 challenged by the grantor

- 15 32. Plaintiff alleges Defendants Shellpoint, Cooper, Quality and US Bank  
16 violated NRS 107.080(3) and (4) in that the purported Notice of Trustee  
17 Sale are void as violative of NRS 107.530 prohibiting such notices while a  
18 "foreclosure prevention alternative" is pending.

- 19 33. As a result of the violation of Defendants Shellpoint, Cooper, Quality and  
20 US Bank of NRS 107.080 and NRS 107.530, the foreclosure sale of  
21 Plaintiff's home is null and void pursuant to NRS 107.080(5) and (6).

- 22 34. The results of the violation of Plaintiff's rights are the voiding of the  
23 foreclosure and the imposition of damages against the Defendants  
24 Shellpoint, Cooper, Quality and US Bank for treble actual damages or  
25 \$50,000.00 against each Defendant.

26  
27  
28 ///

1 THIRD CAUSE OF ACTION

2 (WRONGFUL FORECLOSURE) [as to Cooper, Quality and US Bank]

3 35. Plaintiff repeats and realleges each and every allegation contained above  
4 and incorporates the same herein by reference;

5 36. NRS 107.082(2) provides that if the time or place of a trustee's sale  
6 changes after the third oral postponement, a new notice of sale under NRS  
7 107.080 is required.

8 37. Defendant Cooper notified Plaintiff that it had postponed the trustee's sale  
9 to November 12, 2021; however, on that date the sale was apparently  
10 postponed again without notice to Plaintiff, and Quality exercised the power  
11 of sale and foreclosed on Plaintiff's property on November 19, 2021.

12 38. At such time of the foreclosure, there was no breach of condition or failure  
13 of performance existing on Plaintiff's part that would have authorized the  
14 exercise of power of sale.

15 39. As a result of Cooper, US Bank and Quality's violation, the foreclosure sale  
16 of Plaintiff's home is wrongful.

17 40. The results of the violation of Plaintiff's rights are the voiding of the  
18 foreclosure and the imposition of damages against Cooper, Quality and  
19 US Bank for treble actual damages or \$50,000.00.  
20  
21

22 FOURTH CAUSE OF ACTION

23 QUIET TITLE [as to Sotioco]

24 41. Plaintiff repeats and realleges each and every allegation contained above  
25 and incorporates the same herein by reference;

26 42. Saticoy obtained any claim to title to the Subject Property following the  
27 statutory violations set forth above.

28 43. Plaintiff seeks a judicial determination that Saticoy's interest is void.

1 FIFTH CAUSE OF ACTION

2 SLANDER OF TITLE [as to Quality]

3 44. Plaintiff repeats and realleges each and every allegation contained above  
4 and incorporates the same herein by reference.

5 45. The Trustee's Deed Upon Sale [Exhibit 1] executed by Quality is a false  
6 and malicious communication disparaging to Plaintiff's title in the Subject  
7 Property.

8 46. The Trustee's Deed Upon Sale [Exhibit 1] executed by Quality caused  
9 special damage to Plaintiff in the form of having to hire an attorney and  
10 incur costs to rectify the slander.

11  
12 SIXTH CAUSE OF ACTION

13 Declaratory Relief in form of an Accounting [as to Cooper and Shellpoint]

14 47. Plaintiff repeats and realleges each and every allegation contained above  
15 and incorporates the same herein by reference;

16 48. Plaintiff seeks declaratory relief in the form of an order for Cooper and  
17 Shellpoint to provide an accounting for funds received from Plaintiff.

18  
19 PRAYER FOR RELIEF

20 WHEREFORE, Plaintiff prays for judgement as follows:

- 21
- 22 1. Declare that their rights under NRS 107.080 and NRS 107.530 have been  
23 violated;
  - 24 2. Declare that the Trustee Sale of the Subject Property to Satiocoy to be null  
25 and void and returning title of the property to Plaintiff ;
  - 26 3. Grant temporary, preliminary and permanent injunctive relief requiring the  
27 revocation of the Trustee's Deed of Sale of the Subject Property and return  
28 of full and unimpeded title to the Plaintiffs;

4. Award damages against Quality, Cooper, Shellpoint and US Bank in the amount of treble actual damages o \$50,000.00 whichever is greater;
5. Grant temporary, preliminary and permanent injunctive relief against Defendant Soticoy from attempting any actions to deprive or impede the title and quiet possession of the Property by any means, including an action for unlawful detainer or other means of dispossession of the full quiet enjoyment, possession and title to the Subject Property;
6. Order Cooper and Shellpoint to provide an accounting for funds received from Plaintiff;
7. Grant attorney's fees and costs to Plaintiff; and
8. Grant any additional and/or alternative relief justice requires.

#### DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial of all of the issues in the above matter.

/s/ BENJAMIN B. CHILDS, ESQ.  
Nevada Bar # 3946  
Attorney for Plaintiff

EXHIBIT 1 EXHIBIT 1

EXHIBIT 1 EXHIBIT 1

## Briana Johnson, Assessor

[Assessor Map](#)[Aerial View](#)[Building Sketch](#)[Ownership History](#)[Neighborhood Sales](#)[New Search](#)

### GENERAL INFORMATION

[PARCEL NO.](#)

140-29-510-089

[OWNER AND MAILING ADDRESS](#)

SATICOY BAY L L C

PO BOX 36208

LAS VEGAS

NV 89133

[LOCATION ADDRESS](#)

4928 E MONROE AVE

[CITY/UNINCORPORATED TOWN](#)

LAS VEGAS

[ASSESSOR DESCRIPTION](#)

HAPPY VALLEY RANCHO TRACT 1

[PLAT BOOK 3 PAGE 69](#)

PT LOT 29 BLOCK 2

&amp; PT LOT 30

[RECORDED DOCUMENT NO.](#)\* [20211201:01368](#)[RECORDED DATE](#)

DEC 1 2021

[VESTING](#)

NS

[COMMENTS](#)

\*Note: Only documents from September 15, 1999 through present are available for viewing.

### ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT

[TAX DISTRICT](#)

200

[APPRAISAL YEAR](#)

2021

[FISCAL YEAR](#)

2022-23

[SUPPLEMENTAL IMPROVEMENT VALUE](#)

0

[INCREMENTAL LAND](#)

0

[INCREMENTAL IMPROVEMENTS](#)

0

|                                    |
|------------------------------------|
| REAL PROPERTY ASSESSED VALUE       |
| FISCAL YEAR                        |
| 2021-22                            |
| 2022-23                            |
| LAND                               |
| 26250                              |
| 35000                              |
| IMPROVEMENTS                       |
| 17595                              |
| 18893                              |
| PERSONAL PROPERTY                  |
| 0                                  |
| 0                                  |
| EXEMPT                             |
| 0                                  |
| 0                                  |
| GROSS ASSESSED (SUBTOTAL)          |
| 43,845                             |
| 53,893                             |
| TAXABLE LAND + IMP (SUBTOTAL)      |
| 125,271                            |
| 153,980                            |
| COMMON ELEMENT ALLOCATION ASSESSED |
| 0                                  |
| 0                                  |
| TOTAL ASSESSED VALUE               |
| 43,845                             |
| 53,893                             |
| TOTAL TAXABLE VALUE                |
| 125,271                            |
| 153,980                            |

[Click here for Treasurer Information regarding real property taxes.](#)

[Click here for Flood Control Information.](#)

|                                              |
|----------------------------------------------|
| ESTIMATED LOT SIZE AND APPRAISAL INFORMATION |
| ESTIMATED SIZE                               |
| 0.51 ACRES                                   |
| ORIGINAL CONST. YEAR                         |
| 1963                                         |
| LAST SALE PRICE                              |
| MONTH/YEAR                                   |
| <a href="#">SALE TYPE</a>                    |
| 125271                                       |
| 11/2021                                      |
| UR - UNDER REVIEW-RECORDED VALUE             |
| LAND USE                                     |
| 20.110 - SINGLE FAMILY RESIDENTIAL           |
| DWELLING UNITS                               |
| 1                                            |

Resnik v. Quality Loan Serviing  
Exhibits Docketing Statement Case # 845671

#### PRIMARY RESIDENTIAL STRUCTURE

1ST FLOOR SQ. FT.

1824

CASITA SQ. FT.

ADDN/CONV

2ND FLOOR SQ. FT.

CARPORT SQ. FT.

200

POOL

NO

3RD FLOOR SQ. FT.

STYLE

ONE STORY

SPA

NO

UNFINISHED BASEMENT SQ. FT.

0

BEDROOMS

3

TYPE OF CONSTRUCTION

FRAME-SIDING/SHINGLE

FINISHED BASEMENT SQ. FT.

0

BATHROOMS

1 FULL

ROOF TYPE

BUILT-UP

BASEMENT GARAGE SQ. FT.

0

FIREPLACE

1

TOTAL GARAGE SQ. FT.

0

#### ASSESSOR MAP VIEWING GUIDELINES

MAP

[140295](#)

In order to view the Assessor map you must have Adobe Reader installed on your computer system.

If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps.



**Note:** This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

EXHIBIT 2 EXHIBIT 2

EXHIBIT 2 EXHIBIT 2

APN No.: 140-29-510-889  
Recording Requested by:

When Recorded Mail to:  
Saticoy Bay LLC, 4928 E Monroe Avenue  
PO BOX 36208  
Las Vegas, NV 89133

Inst #: 20211201-0001368  
Fees: \$42.00  
RPTT: \$629.85 Ex #:  
12/01/2021 09:15:05 AM  
Receipt #: 4800786  
Requestor:  
Resources Group  
Recorded By: GARCIAC Pgs: 4  
Debbie Conway  
CLARK COUNTY RECORDER  
Src: ERECORD  
Ofc: ERECORD

Forward tax statements to the address given above

TS No.: NV-19-871118-AB  
Order No.: 1374623NVD

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

## Trustee's Deed Upon Sale

Transfer Tax: 629.85

The undersigned grantor declares:

The grantee herein WASN'T the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: **\$123,304.56**

The amount paid by the grantee at the trustee sale was: **\$123,305.00**

The documentary transfer tax is:

Said property is in the City of: **LAS VEGAS**, County of **CLARK**

**QUALITY LOAN SERVICE CORPORATION**, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

**Saticoy Bay LLC, 4928 E Monroe Avenue**

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **CLARK**, State of Nevada, described as follows:

**THE EASTERLY FIFTY (50) FEET OF LOT TWENTY NINE (29) AND THE WEST TWENTY THREE (23) FEET OF LOT THIRTY (30) IN BLOCK TWO (2) OF HAPPY VALLEY RANCHOS TRACT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 3 OF PLATS, PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. EXCEPTING THE EAST 50 FEET THEREOF.**

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **JANET G. RESNIK, A MARRIED WOMAN SOLE AND SEPARATE**, as trustor, dated **8/11/2008**, and recorded on **8/22/2008** as Instrument No. 20080822-0003615 of Official Records in the office of the Recorder of **CLARK**, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default

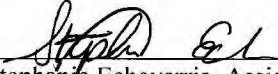
having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on **12/11/2019**, instrument no **20191211-0001817**, Book xxx, Page xxx, of Official records. The Trustee of record at the relevant time having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with Nevada Revised Statute 107.090.

All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in Exercise of its powers under said Deed of Trust sold said real property at public auction on **11/19/2021**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being **\$123,305.00**, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A  
DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.  
TS No.: NV-19-871118-AB

Date: 11.29.21

QUALITY LOAN SERVICE CORPORATION

  
By: Stephanie Echeverria, Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

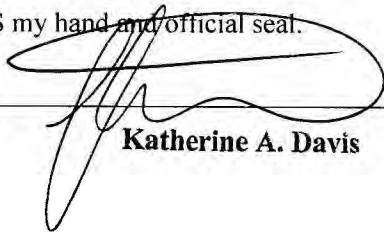
On NOV 29 2021 before me, Katherine A. Davis a notary public,  
personally appeared Stephanie Echeverria, who proved to me on the basis of  
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument  
and acknowledged to me that he/she/they executed the same in his/her/their authorized  
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity  
upon behalf of which the person(s) acted, executed the instrument.

I certify under *PENALTY OF PERJURY* under the laws of the State of **California** that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature

  
Katherine A. Davis



**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 140-29-510-889  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

2. Type of Property:

- a. ☐ Vacant Land      b. ☒ Single Fam. Res.  
c. ☐ Condo/Twnhse      d. ☐ 2-4 Plex  
e. ☐ Apt. Bldg      f. ☐ Comm'l/Ind'l  
g. ☐ Agricultural      h. ☐ Mobile Home  
i. ☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 123,305.00

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

c. Transfer Tax Value: \$ 123,305.00

d. Real Property Transfer Tax Due \$ 629.85

**4. If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_

b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100 %

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

Signature  Capacity: agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**

Print Name: QUALITY LOAN SER CORP

Address: 2763 CAMINO DEL RIO SOUTH

City: SAN DIEGO

State: CA Zip: 92108

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**

Print Name: SATICOY BAY LLC 4928 E MONROE AVE

Address: PO BOX 36208

City: LAS VEGAS

State: NV Zip: 89133

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

Print Name: Resources Group LLC

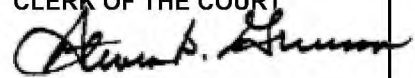
Escrow # \_\_\_\_\_

Address: P.O. Box 36208

City: LAS VEGAS

State: NV Zip: 89133

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



AACC  
MICHAEL F. BOHN, ESQ.  
Nevada Bar No.: 1641  
[mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
LAW OFFICES OF  
MICHAEL F. BOHN, ESQ., LTD.  
2260 Corporate Circle, Suite 480  
Henderson, Nevada 89074  
(702) 642-3113/ (702) 642-9766 FAX

Attorney for defendant Saticoy Bay

DISTRICT COURT  
CLARK COUNTY, NEVADA

BRAD RESNIK

Plaintiff,

vs.

QUALITY LOAN SERVICE CORPORATION;  
SATICOY BAY LLC SERIES 4928 E  
MONROE AVENUE; NATIONSTAR  
MORTGAGE LLC d/b/a MR. COOPER; US  
BANK TRUST NATIONAL ASSOCIATION,  
as OWNER TRUSTEE FOR VRMTG ASSET  
TRUST AND SHELLPOINT; DOES I through  
X

Defendants

CASE NO.: A-22-847283-C  
DEPT NO.: 5

SATICOY BAY LLC SERIES 4928 E  
MONROE AVE.

Counterclaimant

vs.

BRAD RESNIK

Counterdefendant

**ANSWER AND COUNTERCLAIM**

Defendant, Saticoy Bay LLC Series 4928 E Monroe Avenue by and through its attorneys, The Law Offices of Michael F. Bohn, Esq., answers the plaintiff's complaint as follows.

1. Answering defendant admits the allegations contained in paragraphs 1, 2, 3, 4, 5, 6, 8, 9, 10, 13 and 14.

Resnik v. Quality Loan Serviing  
Exhibits Docketing Statement Case # 845671  
Page 19 of 29

- 1           2. Answering defendant denies the allegations contained in paragraphs 11, 21, 22, 23 and 24.
- 2           3. Answering defendant is without sufficient information or knowledge to admit or deny the
- 3 allegations contained in paragraph 7, 12, 16, 17, 18, 19 and 20 of the complaint, and, upon that basis,
- 4 denies the same.

5                                   **FIRST CLAIM FOR RELIEF**

- 6           4. Answering defendant repeats the responses to the allegations in paragraphs 1 through 24.
- 7           5. Answering defendant admits the allegations contained in paragraph 26.
- 8           6. Answering defendant denies the allegations contained in paragraphs 27, 28 and 29.

9                                   **SECOND CLAIM FOR RELIEF**

- 10          7. Answering defendant repeats the responses to the allegations in paragraph 1 through 29.
- 11          8. Answering defendant denies the allegations contained in paragraphs 31, 32, 33 and 34.

12                                  **THIRD CLAIM FOR RELIEF**

- 13          9. Answering defendant repeats the responses to the allegations in paragraph 1 through 34.
- 14          10. Answering defendant admits the allegations contained in paragraph 36.
- 15          11. Answering defendant denies the allegations contained in paragraphs 37, 38, 39 and 40.

16                                  **FOURTH CLAIM FOR RELIEF**

- 17          12. Answering defendant repeats the responses to the allegations in paragraph 1 through 40.
- 18          13. Answering defendant denies the allegations contained in paragraphs 42 and 43.

19                                  **FIFTH CLAIM FOR RELIEF**

- 20          14. Answering defendant repeats the responses to the allegations in paragraph 1 through 43.
- 21          15. Answering defendant denies the allegations contained in paragraphs 45 and 46.

22                                  **SIXTH CLAIM FOR RELIEF**

- 23          16. Answering defendant repeats the responses to the allegations in paragraph 1 through 47.
- 24          17. Answering defendant denies the allegations contained in paragraph 48.

25                                  **AFFIRMATIVE DEFENSES**

26                                  **FIRST AFFIRMATIVE DEFENSE**

27          The complaint fails to state a claim against Saticoy Bay upon which relief may be granted.

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SECOND AFFIRMATIVE DEFENSE

Plaintiff has failed to mitigate its damages.

THIRD AFFIRMATIVE DEFENSE

Plaintiff is guilty of laches and unclean hands.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's damages, if any, were caused by its own acts and omissions or by the acts or omissions of third parties over which Saticoy Bay had no authority or control.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the applicable statute of limitations.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of estoppel.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff assumed the risk of the damages of which it now complains.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff failed to exercise due care in its business dealings.

NINTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the doctrine of waiver.

TENTH AFFIRMATIVE DEFENSE

Plaintiff gave its consent, expressed or implied to the acts, omissions and/or conduct alleged of Saticoy Bay.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff ratified the alleged acts of this answering defendant

TWELFTH AFFIRMATIVE DEFENSE

Plaintiff expressly, impliedly and/or equitably released all rights against Saticoy Bay.

THIRTEENTH AFFIRMATIVE DEFENSE

The HOA Sale was conducted pursuant to statute and therefore extinguished Plaintiff's security interest in the property.

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FOURTEENTH AFFIRMATIVE DEFENSE

Saticoy Bay is a bona fide purchaser for value without notice of any claims of any party or defects in title.

FIFTEENTH AFFIRMATIVE DEFENSE

Saticoy Bay is a bona fide purchaser without knowledge of the claims of Plaintiff.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to include indispensable parties to this action.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff lacks standing to prosecute this action.

EIGHTEENTH AFFIRMATIVE DEFENSE

Saticoy Bay has good title pursuant to NRS 116.31164

NINETEENTH AFFIRMATIVE DEFENSE

The foreclosure sale was conducted pursuant to statute which is valid as a matter of law.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiff lacks standing or grounds to assert, or is otherwise not entitled to, equitable relief.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the statute of frauds.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the voluntary payment doctrine.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Saticoy Bay reserves the right to add additional affirmative defenses as new information currently not known or available to Saticoy Bay becomes known or knowable during the pendency of this action.

WHEREFORE, answering defendant Saticoy Bay prays as follows:

1. That the plaintiff take nothing by way of its Complaint on file herein;
2. For costs and attorney's fees incurred herein; and
3. For such other and further relief as this Court may deem just and proper.

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**COUNTERCLAIM**

Defendant/counterclaimant Saticoy Bay LLC Series 4928 E Monroe Avenue, by and through its attorney, Michael F. Bohn, Esq. alleges as its counterclaim against plaintiff as follows.

- 1. Defendant/counterclaimant Saticoy Bay is the owner of the real property commonly known as 4928 E Monroe Avenue, Las Vegas, Nevada.
- 2. Saticoy Bay obtained title to the property by foreclosure deed recorded on December 1, 2021.
- 3. There is a disputable presumption that the law has been obeyed.
- 4. Saticoy Bay is entitled to a determination from this court, pursuant to NRS 40.010 that the Saticoy Bay is the rightful owner of the property and that the plaintiff has no right, title, interest or claim to the subject property.
- 5. Saticoy Bay is entitled to an award of attorneys fees and costs.

**SECOND CLAIM FOR RELIEF**

- 6. Defendant repeats the allegations contained in paragraphs 1 through 6 of the counterclaim.
- 7. Plaintiff and it's tenant are unlawfully residing in the property.
- 8. The property has been posted with a 3 day notice to quit.
- 9. The plaintiff has failed to vacate the premises despite the notice that have been served upon her.
- 10. The plaintiff has remained in possession of said property up to and including the present time.
- 11. Defendant Saticoy Bay is entitled to a Writ of Restitution of the restoring possession to the defendant Saticoy Bay.
- 12. Plaintiff is entitled to an award of attorneys fees and costs of suit.

WHEREFORE, plaintiff prays for as follows:

**ON ACCOUNT OF THE FIRST CLAIM FOR RELIEF**

- 1. For declaratory relief granting quiet title to defendant Saticoy Bay.
- 2. For an award of attorneys fees and costs; and
- 3. For such other and further relief as the court may deem just and proper.

...

1                                    **ON ACCOUNT OF THE SECOND CLAIM FOR RELIEF**

- 2            1. For restitution and possession of the premises;
- 3            2. For reasonable attorneys fees and costs of Court; and
- 4            3. For such other and further relief as the Court may deem proper.

5            DATED this 17<sup>th</sup> day of February 2022.

6                                    LAW OFFICES OF  
7                                    MICHAEL F. BOHN, ESQ., LTD.

8

9                                    By: / s / Michael F. Bohn, Esq. /  
10                                    Michael F. Bohn, Esq.  
11                                    2260 Corporate Circle, Suite 480  
12                                    Henderson, Nevada 89074  
13                                    Attorney for defendant Saticoy Bay

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17                                    **CERTIFICATE OF SERVICE**

18            Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law

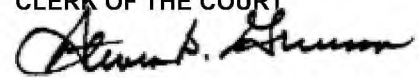
19            Offices of Michael F. Bohn., Esq., and on the 17<sup>th</sup> day of February, 2022, a copy of the **ANSWER AND**

20            **COUNTERCLAIM** was served using the CM/ECF System for filing and transmittal of a Notice of

21            Electronic Filing to all counsel in this matter; all counsel being registered to receive Electronic Filing.

22            Benjamin B. Childs, Esq.  
23            318 S. Maryland Pkwy  
24            Las Vegas, NV 89101

25                                    /s/ /Maggie Lopez/  
26                                    An Employee of the LAW OFFICES OF  
27                                    MICHAEL F. BOHN, ESQ., LTD.



BENJAMIN B. CHILDS  
Nevada Bar # 3946  
318 S. Maryland Parkway  
Las Vegas, Nevada 89101  
(702) 385-3865  
Fax 385-1847  
ben@benchilds.com  
Attorney for Plaintiff/Counterdefendant

DISTRICT COURT  
CLARK COUNTY, NEVADA

BRAD RESNIK

Plaintiff

vs.

QUALITY LOAN SERVICE CORPORATION and  
SOTICOY BAY LLC, 4928 E Monroe Avenue and  
NATIONSTAR MORTGAGE LLC d/b/a  
MR. COOPER, and  
US BANK TRUST NATIONAL ASSOCIATION, as  
OWNER TRUSTEE FOR VRMTG ASSET TRUST,  
and SHELLPOINT, and  
JOHN DOES 1 through 5 inclusive  
and ROE CORPORATIONS I through X

Defendants

=====  
SOTICOY BAY LLC, 4928 E Monroe Avenue

Counterclaimant

vs.

BRAD RESNICK

Counterdefendant

=====

Case # A-22-847283-C  
Dept # 5

NOTICE OF ENTRY  
OF ORDER

1  
2 Take Notice that an ORDER GRANTING TEMPORARY WRIT OF  
3 RESTITUTION was filed April 29, 2022.. A copy of said filed Order is attached.  
4

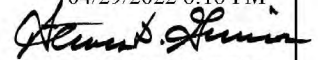
5  
6 /s/ Benjamin B. Childs, Sr.

7 BENJAMIN B. CHILDS, Sr. ESQ.  
8 NEVADA BAR # 3946  
9 Attorney for Plaintiff/ Defendant/Appellant BRAD RESNICK

10 CERTIFICATE OF SERVICE

11 Pursuant to NRCP 5(b), I hereby certify that on May 16, 2022, I electronically  
12 filed this NOTICE OF ENTRY OF ORDER, with attachment, and it was eserved  
13 through the Eighth Judicial District Court electronic filing system to opposing counsel  
14 when filed. Electronic service is in lieu of mailing.  
15

16 /s/ Benjamin B. Childs, Sr.  
17 BENJAMIN B. CHILDS, Sr. ESQ.  
18 NEVADA BAR # 3946  
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CLERK OF THE COURT

**ORDG**

MICHAEL F. BOHN, ESQ.  
Nevada Bar No.: 1641  
[mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
LAW OFFICES OF  
MICHAEL F. BOHN, ESQ., LTD.  
2260 Corporate Circle, Suite 480  
Henderson, NV 89074  
(702) 642-3113/ (702) 642-9766 FAX

Attorney for defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

BRAD RESNIK

Plaintiff,

vs.

QUALITY LOAN SERVICE CORPORATION;  
SATICOY BAY LLC SERIES 4928 E  
MONROE AVENUE; NATIONSTAR  
MORTGAGE LLC d/b/a MR. COOPER; US  
BANK TRUST NATIONAL ASSOCIATION,  
as OWNER TRUSTEE FOR VRMTG ASSET  
TRUST AND SHELLPOINT; DOES I through  
X

Defendants

CASE NO.: A-22-847283-C  
DEPT NO.: 5

**ORDER GRANTING TEMPORARY WRIT OF RESTITUTION**

The hearing on the order to show cause having come before the court on the 21<sup>st</sup> day of April, 2022, Michael F Bohn, Esq. appearing on behalf of defendant Saticoy Bay, and Benjamin B. Childs, Esq., appearing on behalf of the plaintiff

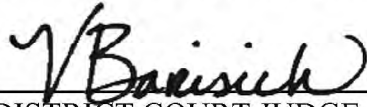
NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that a Temporary Writ of Restitution regarding the property commonly known as 4928 East Monroe Avenue, Las Vegas, Nevada, 89110 shall issue.

1 IT IS FURTHER ORDERED that the temporary writ of restitution shall immediately issue  
2 regarding the real property commonly known as 4928 East Monroe Avenue, Las Vegas, Nevada,  
3 89110 in favor of defendant Saticoy Bay LLC Series 4928 E Monroe Avenue commanding the  
4 Sheriff or Constable to remove defendant and any subtenants from the subject real property.  
5

6 IT IS FURTHER ORDERED that defendant Saticoy Bay shall post security with the clerk of  
7 the court in the sum of \$1,100.00 for the temporary writ of restitution.

8 IT IS FURTHER ORDERED that the plaintiff is prohibited from removing any fixtures and  
9 any other attached household items, or from causing or doing any damage to the property.  
10

11 Dated this 29th day of April, 2022

12   
13 \_\_\_\_\_  
DISTRICT COURT JUDGE

14 **E79 5E7 F613 6D16**  
15 **Veronica M. Barisich**  
**District Court Judge**

16 Respectfully submitted by:

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

19 By: /s/ Michael F. Bohn, Esq./  
20 Michael F. Bohn, Esq.  
21 2260 Corporate Circle, Suite 480  
22 Henderson, NV 89074  
23 Attorney for defendant Saticoy Bay  
24  
25  
26  
27  
28

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Brad Resnik, Plaintiff(s)

CASE NO: A-22-847283-C

7 vs.

DEPT. NO. Department 5

8 Quality Loan Service  
9 Corporation, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 4/29/2022

15 Kristin Schuler-Hintz

DCNV@mccarthyholthus.com

16 E-Service BohnLawFirm

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