

1 MICHAEL F. BOHN, ESQ.
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LAW OFFICES OF
3 MICHAEL F. BOHN, ESQ., LTD.
2260 Corporate Circle, Suite 480
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5 Attorney for defendant Saticoy Bay

Electronically Filed
Jul 26 2022 10:39 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

6 SUPREME COURT
7
8 STATE OF NEVADA

9 BRAD RESNIK

DOCKET NO. 84751

10 Plaintiff,

11 vs.

12 QUALITY LOAN SERVICE CORPORATION;
SATICOY BAY LLC SERIES 4928 E
13 MONROE AVENUE; NATIONSTAR
MORTGAGE LLC d/b/a MR. COOPER; US
14 BANK TRUST NATIONAL ASSOCIATION,
as OWNER TRUSTEE FOR VRMTG ASSET
15 TRUST AND SHELLPOINT; DOES I through
X
16

17 **MOTION TO DISMISS APPEAL**

18
19 Respondent, Saticoy Bay LLC Series 4928 E Monroe Avenue by and through its attorney,
20 Michael F. Bohn, Esq., moves this court to dismiss this appeal as the order appealed from is not an
21 appealable order pursuant to NRAP 3. This motion is based on the points and authorities contained
22 herein.

23 **FACTS**

24 This complaint was filed in the district court on January 26, 2022. The complaint names five
25 different defendants and lists six causes of action against these various defendants. A copy of the
26 complaint, without the attached exhibits is attached as Exhibit A.

27 The only ordered entered by the district court in this case is the order granting temporary writ of
28 restitution. This is the order which the plaintiff is appealing. A copy of the order is attached as Exhibit

1 B. A copy of the notice of appeal is attached as Exhibit C. The docketing statement filed by the
2 appellant in this matter lists the order appealed from as an injunction, however, no injunction was
3 entered.

4 Defendant U.S. Bank filed a motion to dismiss, in which Saticoy Bay filed a joinder. The District
5 Court stayed the case because of this appeal. A copy of the minutes from the hearing is attached as
6 Exhibit D.

7 Saticoy Bay previously filed a motion to dismiss this appeal. The motion was denied without
8 prejudice to Saticoy Bay's right to renew the motion upon completion of the settlement proceedings.

9 On Tuesday, July 26, 2022, the settlement judge filed his report that no settlement had been
10 reached. Saticoy Bay now renews the motion to dismiss this appeal.

11 **POINTS AND AUTHORITIES**

12 **A. The appeal is from an order which is not an appealable order**

13 An order granting a temporary writ of restitution is not an appealable order under NRAP 3A.
14 Rule 3A provides:

15 **(a) Standing to Appeal.** A party who is aggrieved by an appealable judgment or order
may appeal from that judgment or order, with or without first moving for a new trial.

16 **(b) Appealable Determinations.** An appeal may be taken from the following
judgments and orders of a district court in a civil action:

17 (1) A final judgment entered in an action or proceeding commenced in the court in
which the judgment is rendered.

18 (2) An order granting or denying a motion for a new trial.

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

20 (4) An order appointing or refusing to appoint a receiver or vacating or refusing to
vacate an order appointing a receiver.

21 (5) An order dissolving or refusing to dissolve an attachment.

22 (6) An order changing or refusing to change the place of trial only when a notice of
appeal from the order is filed within 30 days.

23 (A) Such an order may only be reviewed upon a timely direct appeal from the
order and may not be reviewed on appeal from the judgment in the action or proceeding
or otherwise. On motion of any party, the court granting or refusing to grant a motion to
change the place of trial of an action or proceeding shall enter an order staying the trial
of the action or proceeding until the time to appeal from the order granting or refusing to
grant the motion to change the place of trial has expired or, if an appeal has been taken,
until the appeal has been resolved.

24 (B) Whenever an appeal is taken from such an order, the clerk of the district court
shall forthwith certify and transmit to the clerk of the Supreme Court, as the record on
appeal, the original papers on which the motion was heard in the district court and, if the
appellant or respondent demands it, a transcript of any proceedings had in the district
court. The district court shall require its court reporter to expedite the preparation of the
transcript in preference to any other request for a transcript in a civil matter. When the
28

1 appeal is docketed in the court, it stands submitted without further briefs or oral argument
2 unless the court otherwise orders.

3 (7) An order entered in a proceeding that did not arise in a juvenile court that finally
4 establishes or alters the custody of minor children.

5 (8) A special order entered after final judgment, excluding an order granting a motion
6 to set aside a default judgment under NRCP 60(b)(1) when the motion was filed and
7 served within 60 days after entry of the default judgment.

8 (9) An interlocutory judgment, order or decree in an action to redeem real or personal
9 property from a mortgage or lien that determines the right to redeem and directs an
10 accounting.

11 (10) An interlocutory judgment in an action for partition that determines the rights and
12 interests of the respective parties and directs a partition, sale or division.

13
14 An order granting a temporary writ of restitution and a temporary writ of restitution is not on this
15 list of appealable determinations, and the plaintiff has not obtained a Rule 54(b) determination that the
16 order is final and appealable.

17 As the order appealed from is not an appealable order, this appeal is improper, and has caused
18 the district court case to be stayed. It is respectfully submitted that this appeal should be dismissed.

19 DATED this 26th day of July 2022.

20
21 LAW OFFICES OF
22 MICHAEL F. BOHN, ESQ., LTD.

23 By: / s / Michael F. Bohn, Esq. /
24 Michael F. Bohn, Esq.
25 2260 Corporate Circle, Suite 480
26 Henderson, Nevada 89074
27 Attorney for Saticoy Bay
28

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CERTIFICATE OF SERVICE

Pursuant to NRAP 25 I hereby certify that I am an employee of Law Offices of Michael F. Bohn., Esq., and on the 26th day of July, 2022, a copy of the **MOTION TO DISMISS APPEAL** was served using the court's electronic filing system to the following:

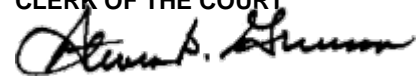
Benjamin B. Childs, Esq.
318 S. Maryland Pkwy
Las Vegas, NV 89101

Nicholas E. Belay, Esq.
Akerman LLP
1635 Village Center Circle # 200
Las Vegas, NV 89134

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

EXHIBIT A

EXHIBIT A



BENJAMIN B. CHILDS, ESQ.
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 251 0000
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.

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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.

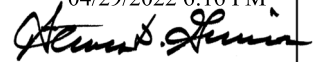
DEMAND FOR JURY TRIAL

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 B

EXHIBIT B


CLERK OF THE COURT

ORDG

MICHAEL F. BOHN, ESQ.
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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 21st 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
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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

office@bohnlawfirm.com

17 Michael Bohn

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23 Maggie Lopez

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24 Kristin Schuler-Hintz

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25 Benjamin Childs

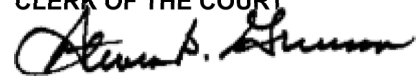
ben@benchilds.com

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EXHIBIT C

EXHIBIT C



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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 APPEAL

1 Notice is hereby given that Plaintiff/Counterdefendant BRAD RESNIK
2 hereby appeals to the Supreme Court of Nevada from the following Order.
3
4
5 ORDER GRANTING TEMPORARY WRIT OF RESTITUTION filed April 29, 2022.

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

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

11 CERTIFICATE OF SERVICE

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

16
17 /s/ Benjamin B. Childs, Sr.
18 BENJAMIN B. CHILDS, Sr. ESQ.
19 NEVADA BAR # 3946
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EXHIBIT D

EXHIBIT D

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REGISTER OF ACTIONS

CASE No. A-22-847283-C

Brad Resnik, Plaintiff(s) vs. Quality Loan Service Corporation,
 Defendant(s)

§
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§
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§

Case Type: **Other Title to Property**
 Date Filed: **01/26/2022**
 Location: **Department 5**
 Cross-Reference Case Number: **A847283**
 Supreme Court No.: **84751**

PARTY INFORMATION

Counter Claimant	Saticoy Bay LLC	Lead Attorneys Michael F Bohn <i>Retained</i> 702-642-3113(W)
Counter Defendant	Resnik, Brad	Benjamin B. Childs, ESQ <i>Retained</i> 702-385-3865(W)
Defendant	Nationstar Mortgage LLC <i>Doing Business As Mr Cooper</i>	Brody R. Wight <i>Retained</i> 702-318-5040(W)
Defendant	Quality Loan Service Corporation	Kristin A. Schuler-Hintz <i>Retained</i> 702-685-0329(W)
Defendant	Saticoy Bay LLC	Michael F Bohn <i>Retained</i> 702-642-3113(W)
Defendant	Shellpoint	Ariel E. Stern <i>Retained</i> 702-634-5000(W)
Defendant	US Bank Trust National Association	Ariel E. Stern <i>Retained</i> 702-634-5000(W)
Plaintiff	Resnik, Brad	Benjamin B. Childs, ESQ <i>Retained</i> 702-385-3865(W)

EVENTS & ORDERS OF THE COURT

05/17/2022 **All Pending Motions** (9:30 AM) (Judicial Officer Barisich, Veronica M.)

Minutes

05/17/2022 9:30 AM

- Argument by Mr. Belay that Plaintiff s claims are improper because Plaintiff was not the borrower and did not have an interest in the subject property. Further arguments by Mr. Belay regarding the applicable supporting statutes and caselaw. Mr. Childs advised that Plaintiff filed an appeal yesterday and requested the matter is stayed. COURT stated id FINDS that due to the filing of an appeal by Plaintiff and Counter Defendant, the matter cannot continue until further order of the Appeals Court. COURT ORDERED, matter STAYED.

[Parties Present](#)

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