

# IN THE SUPREME COURT OF THE STATE OF NEVADA

## INDICATE FULL CAPTION:

Leidianne L. Bautista, Constantine S. Nacar

Appellants

v.

Nevada Association Service, Inc., Saticoy Bay  
LLC Series 10449 Forked Run

No. 85204

DOCKETING

CIVIL APPEALS

Electronically Filed  
Dec 29 2022 08:17 PM  
Elizabeth A. Brown  
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 Eighth Department XIV  
County Clark Judge Charles Hauser  
District Ct. Case No. A852903

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

Attorney Joseph Scalia Telephone (702) 440-8000  
Firm Senior Counsel, LLC  
Address 3355 S. Highland Dr., Suite 111  
Las Vegas, Nevada, 89109

Client(s) Leidiannne L. Bautista, Constantine S. Nacar

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 Brandon E. Wood Telephone 702-804-8885  
Firm Nevada Association Services, Inc.  
Address 6625 S. Valley View Blvd., Ste 300  
Las Vegas, NV 89118

Client(s) Nevada Association Service, Inc.

Attorney Christopher L. Benner Telephone 702-254-7775  
Firm Roger P Croteau & Associates  
Address 9120 W. Post Rd.  
Las Vegas, NV 89148

Client(s) Saticoy Bay LLC Series 10449 Forked Run

(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 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): _____             |

**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:

Plaintiffs (Homeowners) filed an action to sell her interest in the property after the HOA (Nevada Association Services Inc.) sold it at auction (for failure to pay monthly fees), but prior to the expiration of the redemption period. Saticoy Bay is the purchaser at the HOA auction. The Court denied the motion was denied notwithstanding an inequitable outcome as stated in the Order.

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

Whether the court erred in denying the requested injunctive relief. This appeal raises an important public policy question.

**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:

**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 case should be assigned to the Court of Appeals pursuant to NRAP 17(b)(12).

**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?

No

## TIMELINESS OF NOTICE OF APPEAL

**16. Date of entry of written judgment or order appealed from** Aug 15, 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** Aug 15, 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** August 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)

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**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:  
Appellant requested an injunction to stop the transfer of her property following the redemption period. It was denied. NRAP 3A(b)(3) allows an appeal for an order refusing to grant an injunction.



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

(a) Parties:

Leidianne L. Bautista - Plaintiff

Constantine S. Nacar - Plaintiff

Nevada Association Services, Inc. - Defendant

Saticoy Bay LLC Series 10449 Forked Run, LLC - Defendant

(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.**

Plaintiff/Appellant claims their property should not have been sold as it was not properly noticed. They also claim that they should have been allowed to sell the property during the redemption period and pay the redemption price out of the sale proceeds and that the sale was inequitable as the property was worth in excess of \$300,000 and they only owed \$369 in homeowners assessments.

Defendants claim they followed the statutory scheme for the sale of the property

**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:  
Unjust Enrichment.

(b) Specify the parties remaining below:

Leidianne L. Bautista - Plaintiff

Constantine S. Nacar - Plaintiff

Nevada Association Services, Inc. - Defendant

Saticoy Bay LLC Series 10449 Forked Run, LLC - Defendant

(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)):**

This is an appeal from an injunction request and thus independently appealable.

**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.**

Leidianne Bautista  
Name of appellant

Joseph A. Scalia  
Name of counsel of record

12/28/2022  
Date

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

Clark County Nevada  
State and county where signed

## CERTIFICATE OF SERVICE

I certify that on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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.)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Signature

1 **COMP**

2 JOSEPH SCALIA

3 Nevada Bar Number: 5123

4 Senior Counsel, LLC

5 3355 S. Highland Dr., Suite 111

6 Las Vegas, NV 89109

7 Phone: (702) 825-2627

8 Email: joe@josephscaliallc.com

9 *Attorney for Plaintiffs*

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 LEIDIANNE L BAUTISTA, an individual, and )

13 CONSTANTINE S. NACAR, an individual, )

14 Plaintiffs )

15 v. )

16 NEVADA ASSOCIATION SERVICES, INC., a )

17 Nevada Corporation, SATICOY BAY LLC )

18 SERIES 10449 FORKED RUN, a Nevada )

19 Limited Liability Company and )

20 DOES 2 through 10 and ROE CORPORATIONS )

21 I through X, inclusive. )

22 Defendants )

23 DOE 1, Good Faith Purchaser for value )

24 Real Party In Interest. )

25 **EMERGENCY COMPLAINT FOR INJUNCTION AND OTHER RELIEF**

26 Plaintiffs and each of them, by and through their attorney of record, JOSEPH A. SCALIA II,  
27 ESQ., of SENIOR COUNSEL LLC, allege causes of action against Defendants for damages as follows:  
28

## Case Overview

LEIDIANNE BAUSTISTA and CONSTANTINE NACAR are the homeowners of a property 10449 Forked Run Road. The property sits in a subdivision with an HOA. Due to nonpayment of the HOA fees, (of less then \$8,000 with penalties. The actual delinquent assessments were \$369.00). Defendant NEVADA ASSOCIATION SERVICES INC. sold the property at auction on March 24, 2022. The property was sold to Defendant SATICOY BAY who purchased the property for \$315,000.00 at auction, approximately \$307,000.00 over and above the amount owed to the HOA. The homeowners listed the property for sale in an attempt to use the sale proceeds to redeem the property, pay off the statutory amounts owed to both the HOA and SATICOY BAY and salvage approximately \$150,000 in equity.

Having obtained a cash offer for their home, of \$470,000, title companies refuse to consummate the sale without the homeowners appearing at closing with a check for \$200,000 (impossible) or a court order allowing them to use the proceeds of the sale to redeem the property.

If the court does not grant the homeowner's request to extend the redemption period and use the sale proceeds to redeem the property, they will loose almost \$150,000.00 in equity to SATICOY BAY whose business plan appears to be to bid up the cost of redemption and to resell the property in 60 days for \$150,000 immediate gain at the homeowner's complete loss of equity. SATICOY BAY's business practice has the consequence of making redemption by a homeowner illusory, defeating the legislative intent of offering defaulting homeowners redemption,

This action seeks:

1. To Extend the Redemption period to allow the Homeowner to use either Money from the sale to redeem the property; or in the alternative to use a portion of the excess proceeds to redeem the property, said sums being replaced by purchase money:

1           2. An order preventing the HOA from issuing a deed to SATICOY BAY until this court has  
2 ruled on this action

3           3. An Order from the Court directing a title company to consummate the sale and use the sale  
4 proceeds to pay the HOA fees and redemption amounts.  
5

6  
7                                   **PARTIES, JURISDICTION AND VENUE**

8           1.       Plaintiff, LEIDIANNE L. BAUTISTA is, and at all times material hereto was, a resident  
9 of the County of Clark, State of Nevada.

10          2.       Plaintiff, CONSTANTINE NACAR is, and at all times material hereto was, a resident  
11 of the County of Clark, State of Nevada.  
12

13          3.       Defendant, NEVADA ASSOCIATION SERVICES is, and at all times material hereto,  
14 was, a foreign Limited Liability Company doing business in the County of Clark, State of Nevada.

15          4.       Defendant, SATICOY BAY, LLC is, and at all times material hereto, was, a foreign  
16 Limited Liability Company doing business in the County of Clark, State of Nevada.  
17

18          5.       Real Party is Interest SFR JV-2 Property, LLC is, and at all times material hereto was a  
19 Nevada Limited Liability Company doing business in the County of Clark, State of Nevada.

20          6.       Defendants sued herein under the fictitious names of DOES 1 through X, inclusive, are  
21 presently unknown to Plaintiff, but are believed to reside in the State of Nevada and are in some respect  
22 liable for the acts and omissions, whether intentional, negligent or otherwise, alleged herein.  
23

24          7.       Defendants sued herein under the fictitious names of ROE CORPORATIONS I through  
25 X, inclusive, are presently unknown to Plaintiff, but are believed to reside in the State of Nevada and  
26 are in some respect liable for the acts and omissions, whether intentional, negligent or otherwise,  
27 alleged herein.  
28

8. The incident sued upon herein occurred in Clark County, Nevada.

9. DOES I through X and ROE CORPORATIONS I through X may be employers of Defendant, who may be liable for Defendant's negligence pursuant to NRS 41.130, which states:

Except as otherwise provided in NRS 411.745, whenever any person shall suffer personal injury by wrongful act, neglect or default of another, the person causing the injury is liable to the person injured for damages; and where the person causing the injury is employed by another person or corporation responsible for his conduct, that person or corporation so responsible is liable to the person or corporation responsible for his conduct, that person or corporation so responsible is liable to the person injured for damages.

10. The Property which is the subject of this lawsuit is 10449 Forked Run St., Las Vegas, Nevada, 89178, APN 176-27-822-022 (hereinafter “The Property”).

11. At all times herein mentioned, Defendant, its agents, partners, servants, employees, contractors, and each of them were acting within the course and scope of their agency, employment, or contract.

## FACTUAL ALLEGATIONS

12. On December 29, 2017, Plaintiffs recorded a Grant, Bargain and Sale Deed for the Property paying \$268,926.00.

13. Plaintiffs diligently paid their homeowner assessments until the Covid pandemic lockdown occurred in March, 2020.

14. At that time Plaintiff BAUTISTA suffered a reduction in hours causing her to fall behind on her HOA payments.

15. On April 23, 2021, Silver State Trustee Services, LLC recorded a Notice of Delinquent Assessment Lien against the property alleging a total due of \$876.00. The Notice of Delinquent Assessment Lien did not indicate the method with which the Lien was served upon Plaintiffs, nor did it provide the mailing address for the Plaintiffs.

1           16.     On July 8, 2021, Silver State Trustee Services, LLC recorded a Notice of Default  
2 Election to Sell under Notice of Delinquent Assessment. The notice stated a super priority lien which  
3 was larger than the actual deficiency of the homeowners association dues along with an exorbitant cost  
4 of enforcing the associations lien of \$1,365.00. The actual delinquent assessments were \$369.00. The  
5 Notice of Default alleged the amount due was \$2,192.70. The notice does not describe how it was  
6 served and there was no affidavit of service filed.  
7

8           17.     On October 22, 2021, NEVADA ASSOCIATION SERVICES, INC., recorded a Notice  
9 of Foreclosure Sale. Oddly, the affidavit of mailing of the notice of sale was dated 10/21/2021, 2 days  
10 prior to the recording of the Notice of Foreclosure Sale but wasn't recorded until November 1, 2021.  
11 The Notice of Foreclosure Sale stated the amount required to pay the homeowner's lien was now  
12 \$7,214.69. An increase of \$5,021.99 from the Default Notice in only 90 days. The HOA assessments  
13 during that period were only \$41.00 per month.  
14

15           18.     On March 24, 2022, a Trustee sale was held at which time it is alleged that Defendant  
16 SATICOY BAY, LLC Series 10449 Forked Run paid the sum of \$315,100.00 to purchase the property.  
17

18           19.     On April 14, 2022, Plaintiffs entered into a listing agreement to sell the Property.

19           20.     On April 22, 2022 Plaintiffs accepted a cash offer from Real Party in Interest SFR JV-2  
20 Property LLC doing business as Tricon Residential.

21           21.     That offer was lost due to the refusal of a title company to use the sale proceeds to  
22 redeem the property  
23

24           22.     On May 4, 2022, the escrow company, ROC title, stated there was a \$202,227.12 seller  
25 payoff before closing. This is highly unusual as usually the proceeds of the sale of the property are used  
26 to pay the existing loan.  
27  
28



1           23.     Further, the sale of the property for \$315,000 would have extinguished or paid the loan  
2 and there should not be any remaining funds owed to the mortgage lender.

3           24.     On or about May 5, 2022, the escrow company stated they would not close until  
4 redemption is confirmed, however, in order to redeem the property, the proceeds of the sale are  
5 necessary. This was communicated to Escrow and the Buyer at the time the contract for sale was  
6 entered into.  
7

8           25.     At the same time, Escrow stated Plaintiffs would not be able to use a hard money lender  
9 to get the redemption amount. This is highly unusual as the offer to purchase was a cash offer and any  
10 hard money loan would be paid out of the case offer at closing and not change the price or terms of the  
11 offer.  
12

13           26.     On May 9, 2022, Plaintiffs sent a meet and confer email to escrow and the buyer's agent  
14 requesting they authorize the payoff amount to come out of escrow in exchange for assurances from  
15 Plaintiff in the form of a lien on the property which would protect the buyer's rights to purchase.  
16

17           27.     The Property sale price is \$450,000, which is more than sufficient to cover the \$15,000  
18 to redeem the property.

19                                   **FIRST CAUSE OF ACTION**  
20                                   **(INJUNCTIVE RELIEF against all Defendants.)**

21           28.     Plaintiffs repeat and re-alleges its allegations contained in the paragraphs 1-33 above  
22 and incorporates the same by reference as though the same were set forth in full herein.

23           29.     There is currently a redemption deadline of May 23, 2022.

24           30.     It is unclear as to the amount necessary to pay off the redemption and to pay off any  
25 remaining mortgage loan.  
26

27           31.     The escrow company is refusing to pay the redemption amount from the sale agreement  
28 despite it not affecting the real party in interest DOE 1 Good Faith Purchaser For Value

1           32.     Plaintiff seeks 3 injunctions:

2           a) Against all Defendants extending the redemption period beyond 60 days so that the sale to a  
3 good faith purchaser for value may occur:

4           b. Against Defendant NEVADA ASSOCIATION SERVICES, INC enjoining them from issuing  
5 a Deed to SATICOY BAY without further order from the court pending an extension of the redemption  
6 period.  
7

8           c. An order directing title underwriting to pay the redemption fees from sale proceeds to redeem  
9 the property simultaneously with the closing by the DOE 1 Good Faith Purchaser for Value.

10           33.     Plaintiffs are reasonably likely to prevail on the merits of the underlying legal dispute as  
11 the escrow company is requesting payment for amounts which no longer bind the property and should  
12 have been satisfied.  
13

14           34.     Plaintiffs will suffer irreparable harm for which money damages are inadequate as they  
15 will lose the home in which they reside over \$800 in delinquent homeowner association fees.

16           35.     Plaintiffs request the court order an extension of the time to redeem, or alternatively, for  
17 escrow to release the sum to redeem the property prior to the redemption date.  
18

19           36.     It has been necessary for Plaintiffs to retain the services of Senior Counsel, LLC to  
20 represent them in the above-entitled matter, and Plaintiffs are entitled to reasonable attorney's fees and  
21 costs incurred herein.  
22

23  
24                               **SECOND CAUSE OF ACTION**  
25                               **(For DECLARATORY RELIEF against all defendants)**

26           37.     Plaintiffs repeat and re-alleges its allegations contained in the paragraphs 1-31 above and  
27 incorporates the same by reference as though the same were set forth in full herein.  
28

1           38.     On March 24, 2022, Defendant Saticoy Bay, LLC purchased the property at an HOA  
2 foreclosure sale for \$315,000.

3           39.     The terms of the sale included \$7,674.22 for the homeowner's assessment and a total of  
4 of 1% a month for 2 months of the purchase price, approximately \$15,000.00

5           40.     On May 4, 2022, ROC Title stated there was a payoff due of \$202,227.12 to the mortgage  
6 lender.  
7

8           41.     It is believed that the foreclosure sale either paid or extinguished the lien on the property  
9 and therefore payoff of the mortgage is duplicative of the payoff of the redemption.

10          42.     Plaintiffs request the court determine the exact amount owed to redeem the property and  
11 whether that amount covers the mortgage loan.  
12

13                               **THIRD CAUSE OF ACTION**  
14                               **(UNJUST ENRICHMENT against Defendant Saticoy Bay, LLC)**

15          43.     Plaintiff repeats and re-alleges its allegations contained in the paragraphs 1-46 above  
16 and incorporates the same by reference as though the same were set forth in full herein.

17          44.     The Trustee Sale was improper as the notices of lien and default were not served in  
18 compliance with NRS 116.31162 which requires service via certified mail. There is no affidavit of  
19 service recorded for either document and the documents do not claim they were served properly.  
20

21          45.     The Notice of Trustee Sale does not appear to have been properly published and posted.

22          46.     Plaintiffs owed less than \$800.00 in delinquent homeowner's fees.

23          47.     The property was sold for \$315,000 at trustee sale subject to the right of redemption.

24          48.     Plaintiffs are required to pay the HOA assessments and 1% per month to SATICOY  
25 BAY to the trustee in order to redeem the property.  
26

27          49.     This will result in unjust enrichment to buyer and/or trustee.  
28

50. Further, the escrow company claims Plaintiffs must also pay \$202,227.12 to payoff a mortgage which has either been extinguished by the buyer or removed from lien position on the property.

51. Plaintiffs requests the property be restored to them and the trustee sale cancelled, or that they be compensated by Defendants, jointly and severally, for the lost equity in the property.

52. It has been necessary for Plaintiff to retain the services of Senior Counsel, LLC to represent them in the above-entitled matter, and Plaintiff is entitled to reasonable attorney's fees and costs incurred herein.

## ON THE FIRST CAUSE OF ACTION (INJUNCTIVE RELIEF)

1. Against all Defendants extending the redemption period beyond 60 days so that the sale to a good faith purchaser for value may occur: and extending the deadline to redeem the property until the actual amount paid and owed can be ascertained;
2. Against Defendant NEVADA ASSOCIATION SERVICES, INC enjoining them from issuing a Deed to SATICOY BAY without further order from the court pending an extension of the redemption period and redemption amounts can be ascertained.
3. An order directing title underwriting to pay the redemption fees from sale proceeds to redeem the property simultaneously with the closing by the DOE 1: Good Faith Purchaser for Value.
4. For reasonable attorney's fees and costs;
5. For such other, further or different relief as the Court may deem proper.

## ON THE SECOND CAUSE OF ACTION

1. For Declaratory Relief as to the amounts required to redeem the property and pay any remaining liens;

2. For reasonable attorney's fees and costs;
3. For such other, further or different relief as the Court may deem proper.

**ON THE FOURTH CAUSE OF ACTION**

1. To impose a constructive trust on the proceeds of a sale by SATICOY BAY for the amount of equity in the home, after liens and purchase money mortgages.
2. For reasonable attorney's fees and costs;
3. For interest at the highest lawful legal rate;
4. For such other, further or different relief as the Court may deem proper.

DATED this 19<sup>th</sup> of May, 2022.

/s/ Joseph A. Scalia, Esq.  
Nevada Bar 5123  
3355 S Highland Ave, Ste 111  
Las Vegas, NV 89109  
Phone (702) 267-7811  
Attorney for Plaintiffs

1 JOSEPH SCALIA  
2 Nevada Bar Number: 5123  
3 Senior Counsel, LLC  
4 3355 S. Highland Dr., Suite 111  
5 Las Vegas, NV 89109  
6 Phone: (702) 440-8000  
7 Email: joe@josephscalina.com  
8 *Attorney for Plaintiffs*

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

8	LEIDIANNE L BAUTISTA, an individual, and	)	
9	CONSTANTINE S. NACAR, an individual,	)	Case No.:
		)	
10	Plaintiffs	)	Dept.:
		)	
11	v.	)	
		)	
12	ROC TITLE, LLC, a Nevada Limited Liability	)	
13	Company, NEVADA ASSOCIATION SERVICES,	)	
14	INC., a Nevada Corporation, SATICOY BAY LLC	)	
15	SERIES 10449 FORKED RUN, a Nevada Limited	)	
16	Liability Company and	)	
	DOES 1 through 10 and ROE CORPORATIONS I	)	
	through X, inclusive.	)	
		)	
17	Defendants	)	
		)	
18	SFR JV-2 Property LLC, a Nevada Limited Liability	)	
19	Company,	)	
		)	
20	Real Party In Interest.	)	
		)	

**INITIAL APPEARANCE FEE DISCLOSURE**

22 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for  
23 parties appearing in the above mentioned action as indicated below:

24	Leidianne L. Bautista	\$270.00
25	Constantine S. Nacar	\$ 30.00
26	TOTAL REMITTED:	\$300.00

27 DATED this 11th day of May, 2022

28 /s/ Joseph A. Scalia  
Joseph A. Scalia - Nevada Bar 5123

1 **COMP**

2 JOSEPH SCALIA

3 Nevada Bar Number: 5123

4 Senior Counsel, LLC

5 3355 S. Highland Dr., Suite 111

6 Las Vegas, NV 89109

7 Phone: (702) 440-8000

8 Email: joe@josephscaliallc.com

9 *Attorney for Plaintiffs*

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 LEIDIANNE L BAUTISTA, an individual, and )

13 CONSTANTINE S. NACAR, an individual, )

14 Plaintiffs )

15 v. )

16 ROC TITLE, LLC, a Nevada Limited Liability )

17 Company, NEVADA ASSOCIATION )

18 SERVICES, INC., a Nevada Corporation, )

19 SATICOY BAY LLC SERIES 10449 FORKED )

20 RUN, a Nevada Limited Liability Company and )

21 DOES 1 through 10 and ROE CORPORATIONS )

22 I )

23 through X, inclusive. )

24 Defendants )

25 SFR JV-2 Property LLC, a Nevada Limited )

26 Liability Company, )

27 Real Party In Interest. )

28 **EX-PARTE – EMERGENCY REQUEST FOR STAY OF REDEMPTION DATE AND**

**INJUNCTION PREVENTING TRANSFER OF TITLE**

Plaintiffs and each of them, by and through their attorney of record, JOSEPH SCALIA, of  
SENIOR COUNSEL, LLC, hereby request the court stay the redemption date for the property located

1 at 10449 Forked Run St., Las Vegas, Nevada, 89178, APN 176-27-822-022 (hereinafter “The  
2 Property”) and enjoin the trustee from transferring title to Saticoy Bay.

3 Plaintiffs, LEIDIANNE BAUSTISTA and CONSTANTINE NACAR are the homeowners of a  
4 property 10449 Forked Run Road. The property sits in a subdivision with an HOA. Due to nonpayment  
5 of the HOA fees, (less than \$1,000 of late payments and approximately \$7,000 in trustee fees.) The  
6 actual delinquent assessments were \$369.00). Defendant NEVADA ASSOCIATION SERVICES INC.  
7 sold the property at auction on March 24, 2022. The property was sold to Defendant SATICOY BAY  
8 who purchased the property for \$315,000.00 at auction, approximately \$307,000.00 over and above the  
9 amount owed to the HOA. SATICOY BAY is a predatory buyer who pays a large amount on HOA  
10 sales in order to make it impossible for the homeowner to exercise their right of redemption. They could  
11 have purchased the property for \$50,000 or less but instead intentionally overbid the auction.  
12 SATICOY’s business plan appears to be to overbid the cost of redemption and then resell the property  
13 in 60 days for immediate gain at the homeowner's complete loss of equity.

14 The homeowners listed the property for sale in an attempt to use the sale proceeds to redeem the  
15 property, pay off the statutory amounts owed to both the HOA and SATICOY BAY and salvage  
16 approximately \$150,000 in equity. The homeowners intended to use the proceeds of the sale to redeem  
17 the property and were expected to close prior to the redemption date. However, despite obtaining a cash  
18 offer for their home of \$470,000, the title companies refused to consummate the sale without the  
19 homeowners first resolving the mortgage on the property and redeeming it. This is absurd as the proceeds  
20 of the sale are usually used to pay the mortgage and the Plaintiffs need the money to pay the redemption.

21 If the court does not grant the homeowner's request to extend the redemption period and use the  
22 sale proceeds to redeem the property, they will lose almost \$150,000.00 in equity to SATICOY BAY

23 SATICOY BAY's business practice has the consequence of making redemption by a  
24  
25  
26  
27  
28



1 homeowner illusory, defeating the legislative intent of offering defaulting homeowner's redemption,

2 In addition, there are several defects with the trustee notice of sale. The Trustee Sale was  
3 improper as the notices of lien and default were not served in compliance with NRS 116.31162 which  
4 requires service via certified mail. There is no affidavit of service recorded for either document and the  
5 documents do not claim they were served properly. The Notice of Trustee Sale does not appear to have  
6 been properly published and posted. Plaintiffs owed less than \$800.00 in delinquent homeowners fees.  
7 This will result in unjust enrichment to buyer and/or trustee.  
8

9 The redemption period ends on May 23 so an Injunction is imperative. Homeowners had a  
10 contract for sale but it fell through when title unreasonably required the homeowner to pay the mortgage  
11 out of pocket before closing. Homeowners have a new deal in place but it is contingent on the court  
12 granting the injunction to give it time to fund and close and the matter of arranging closing and  
13 redemption to occur simultaneously resolved.  
14

15 Plaintiffs request the court issue a temporary order restraining the trustee from transferring title  
16 and extending the redemption period pending a hearing on the preliminary injunction.  
17

### 18 **LEGAL AUTHORITY**

19 A preliminary injunction issues “upon a showing that the party seeking it enjoys a reasonable  
20 probability of success on the merits and that the defendant's conduct, if allowed to continue, will result  
21 in irreparable harm for which compensatory damage is an inadequate remedy.” Dixon v. Thatcher, 103  
22 Nev. 414, 415, 742 P.2d 1029, 1029 (1987) (citing Number One Rent-A-Car v. Ramada Inns, 94 Nev.  
23 779, 780 (1978)).  
24

25 NRCP 65 and EDCR 2.10 allow the court to enter a temporary restraining order pending hearing  
26 on the preliminary injunction. Pursuant to NRCP 65, the attached affidavit of Joseph Scalia shows why  
27 this order should be granted without a noticed hearing on the temporary restraining order.  
28

1       **A.       REASONABLE PROBABILITY OF SUCCESS**

2       Plaintiffs have a reasonable probability of success. They owed less than \$1,000 in homeowners fees.  
3       The default and trustee notices are defective on their face. Even if they were correct, at the time of sale  
4       the amount was just under \$8,000. At the trustee sale, Saticoy Bay overbid the property subverting the  
5       purpose of the redemption statute and making it impossible for homeowners to redeem the property as  
6       they would have to come up with over \$300,000 which, absent a sale or refinance of the property would  
7       be impossible. Once the redemption period expires, Saticoy Bay will resell the property for \$150,000 or  
8       more in profit, thus effectively stealing the homeowner's equity. This is not the legislature's intent of  
9       the right of redemption statute.  
10

11               Unjust enrichment occurs "when ever [sic] a person has and retains a benefit which in equity and  
12       good conscience belongs to another." Unionamerica Mtg., 97 Nev. at 212, 626 P.2d at 1273.  
13

14               This is a classic unjust enrichment case as Defendants stand to benefit \$150,000 or more of  
15       Plaintiffs' equity in the property over a debt of less than \$8,000.00.  
16

17       **B.       THERE IS A REASONABLE PROBABILITY THAT DEFENDANT'S CONDUCT**  
18       **WILL CAUSE IRREPARABLE HARM FOR WHICH COMPENSATORY DAMAGE**  
19       **IS AN INADQUATE REMEDY.**

20               If Defendants are allowed to take title, they will receive a windfall of \$150,000 of Plaintiff's  
21       equity in the property over HOA and trustee fees of less than \$8,000.00. Defendants will be irreparably  
22       harmed because real property and its attributes are considered unique and loss of real property rights  
23       generally results in irreparable harm, the district court erred in holding otherwise. See Leonard v.  
24       Stoebling, 102 Nev. 543, 728 P.2d 1358 (1986) (view from home is unique asset; injunction issued to  
25       preserve view); see also Nevada Escrow Service, Inc. v. Crockett, 91 Nev. 201, 533 P.2d 471 (1975)  
26       (denial of injunction to stop foreclosure reversed because legal remedy inadequate). Dixon v. Thatcher,  
27       742 P.2d 1029, 103 Nev. 414 (Nev. 1987).  
28

1 Further, if the property is allowed to transfer and sell, Plaintiff will not have the financial means  
2 to maintain a lawsuit and they will lose the home and the equity.

3 Therefore, Plaintiff requests the court enjoin the trustee from transferring title and stay the  
4 deadline for the redemption period until hearings can be held on how to effectuate the closing of the sale  
5 of the property.  
6

### 7 **CONCLUSION**

8 As Plaintiffs are likely to prevail on their requests and will suffer irreparable harm if the property  
9 transfers, Plaintiffs request for a temporary restraining order and hearing on a preliminary injunction  
10 should be granted.

11 DATED this 19<sup>th</sup> of May, 2022.  
12  
13

14 /s/ Joseph A. Scalia, Esq.  
15 Nevada Bar 5123  
16 3355 S Highland Ave, Ste 111  
17 Las Vegas, NV 89109  
18 Phone (702) 267-7811  
19 Attorney for Plaintiffs  
20  
21  
22  
23  
24  
25  
26  
27  
28

**AFFIDAVIT OF JOSEPH SCALIA**

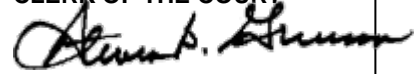
I, Joseph Scalia, pursuant to NRS 53.045, do hereby declare under penalty of perjury that:

- 1) I am the attorney for Plaintiffs. If called as a witness, I would testify as follows:
- 2) Plaintiffs will suffer irreparable harm if they are not allowed the requested injunctive relief. They are prepared to sell the property but require the injunction to close on the sale and have the court rule on the request for declaratory relief about how much is owed and to whom.
- 3) On May 20, 2022, I informed Defendants that I would be filing the ex-parte request. However, there is insufficient time between the 20<sup>th</sup> and the redemption deadline of the 23<sup>rd</sup> to allow formal written notice and time to respond. Therefore, I request the court enter a temporary restraining order pursuant to NRCP 65 and EDCR 2.10.

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

Dated this \_\_\_\_ day of May, 2022.

\_\_\_\_\_  
JOSEPH SCALIA



**OPPS**  
ROGER P. CROTEAU, ESQ.  
Nevada Bar No. 4958  
CHRISTOPHER L. BENNER, ESQ.  
Nevada Bar No. 8963  
ROGER P. CROTEAU & ASSOCIATES, LTD  
2810 W. Charleston Blvd., Ste. 67  
Las Vegas, Nevada 89102  
(702) 254-7775  
(702) 228-7719 (facsimile)  
croteaulaw@croteaulaw.com  
chris@croteaulaw.com  
Attorneys for Defendant Saticoy Bay LLC  
Series 10449 Forked Run.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

LEIDIANNE L. BAUTISTA and  
CONSTANTINE S. NACAR

Plaintiffs,

v.

NEVADA ASSOCIATION SERVICES,  
INC., A Nevada Corporation, SATICOY  
BAY LLC SERIES 10449 FORKED RUN, a  
Nevada Limited Liability Company, and  
DOES II-X inclusive; and ROE  
CORPORATIONS I-X, inclusive,

Defendants.

Case No: A-22-852903-C  
Dept No: 14

**OPPOSITION TO EX PARTE  
EMERGENCY REQUEST FOR STAY  
OF REDEMPTION DATE AND  
INJUNCTION PREVENTING  
TRANSFER OF PROPERTY**

Defendant Saticoy Bay LLC Series 10449 Forked Run (“Saticoy”), by and through its attorneys, Roger P. Croteau & Associates, Ltd., pursuant to Nevada Rule of Civil Procedure 56, opposes Plaintiff Leidianne L. Bautista and Constantine S. Nacar’s (“Bautista”) Ex Parte Emergency Request for Stay of Redemption Date and Injunction Preventing Transfer of Property (“Motion”). This opposition is based on the following points and authorities, the exhibits attached, the pleadings, other documents on file in this case, and any oral argument.

## I. INTRODUCTION

This case arises from Bautista's failure to timely redeem the real property located at 10449 Forked Run St., Las Vegas Nevada 89178 APN 176-27-822-022 ("Property") after a foreclosure sale by Nevada Association Services ("NAS") on behalf of Quintessa II at Mountains Edge Homeowners' Association ("HOA")<sup>1</sup> on March 24, 2022. Bautista's doomed efforts to sell the Property in the interim ultimately resulted in the failure to timely tender the redemption amount, yet Bautista now seeks to infer that it was Saticoy's fault, as opposed to Bautista's own delay, which brought about the failure to timely tender payment. By Bautista's own statements, set forth as facts in the Complaint and the incident Motion, Bautista attempted a scheme to sell the Property after Saticoy had obtained an interest, and upon being confronted with the obvious problems in title, failed to resolve the matter, and now seeks to obtain an Order from this Court to allow the sale scheme to proceed. Without any evidence, Bautista claims a failure to properly notice the sale against NAS, that Saticoy somehow manipulated the bidding, and that this Court enter an Order blessing and advancing the complicated scheme set forth.

Bautista's dearth of evidence supporting the allegations, complicated sale scheme contingent upon the Court's Order for the non-party ROC Title to proceed with escrow and application of funds, and lack of any consideration of the various defendants, indicates that Bautista has no likelihood of success on the merits, such that she should be denied a preliminary injunction. In the alternative, a monthly bond payment, equivalent to rental value of the Property, should issue.

---

<sup>1</sup> The HOA seems to be a sub-association, as Bautista refers to notices by another trustee, presumably of the master association, which likewise went unpaid. The recorded documents presented below set forth the relevant documents and amounts.

## II. STATEMENT OF FACTS

The statement of facts set forth by Bautista is replete with inconsistencies and errors incident to Bautista's delay. However, there are two relevant facts which all parties can agree upon; first, a certificate of foreclosure sale setting forth the Property as having been purchased by Saticoy at an auction held on March 24, 2022, for \$315,000.00 clearly commenced the 60 days under NRS 116.31166 for Bautista to redeem the Property. Second, Bautista clearly had failed to make payments to the HOA prior to the foreclosure sale by NAS. While Bautista attempts to raise issues with the noticing of the sale by NAS, at no point does Bautista affirmatively state that notices were not received. Indeed, Bautista does not even allege any impropriety with the sale process itself, only accusing Saticoy of "bidding up" the Property; a statement which can easily be addressed and dispensed with by obtaining the bidding records, and which Bautista only infers, without any evidence or first-hand knowledge.

To clarify the process, Saticoy attaches the relevant recorded documents, and requests the Court take Judicial Notice of same. First, NAS, on behalf of the HOA, recorded a Notice of Delinquent Assessment Lien with Clark County Recorder as Instrument 20190718-0001662 on July 18, 2019, setting forth an amount owe of \$1,547.98. See Exhibit 1. Thereafter, NAS recorded a Notice of Default and Election to Sell Under Notice of Delinquent Assessment Lien with Clark County Recorder as Instrument 20190927-0002001 on September 27, 2019, setting forth an amount owe of \$2,894.29, which asset forth the amounts due for the super-priority portion, the assessments, and costs. See Exhibit 2. Over two years later, NAS recorded a Notice of Foreclosure Sale with Clark County Recorder as Instrument 20211022-0000507 on October 22, 2021, setting forth an amount owe of \$7,214.69. See Exhibit 3. An Affidavit of Mailing – Notice of Sale was recorded by NAS on November 1, 2021, as Instrument 20211101-0003389, setting forth the

address of the plaintiffs, lenders, and other parties, each with certified mailing numbers below each entry. See Exhibit 4. NAS conducted a sale of the Property on March 24, 2022, (“HOA Sale”) wherein Saticoy was the high bidder, in the amount of \$315,10000, as memorialized by the Certificate of Foreclosure Sale Subject to Redemption recorded on March 25, 2022. See Exhibit 5.

### **LEGAL STANDARD**

N.R.C.P. 65 provides as follows with respect to a party obtaining an ex parte temporary restraining order:

A temporary restraining order may be granted without written or oral notice to the adverse party or his attorney only if (1) it clearly appears from specific facts shown by affidavit or by the verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party or his attorney can be heard in opposition, and (2) the applicant’s attorney certifies to the court in writing the efforts, if any, which have been made to give the notice and the reasons supporting his claim that the notice should not be required.

N.R.C.P. 65.

Ex parte motions are generally not favored, and an ex parte temporary restraining order is not appropriate in this instance, because Bautista knowingly delayed and failed to timely address this matter. A preliminary injunction is to preserve the status quo. *Number One Rent-A-Car v. Ramada Inns, Inc.*, 94 Nev. 779, 780, 587 P.2d 1329, 1330 (1978). In determining whether to issue a preliminary injunction, courts are to consider the following factors: 1) the applicant’s likelihood of success on the merits; and 2) the threat of irreparable harm to the applicant if the injunction is not granted. *Pickett v. Comanche Const., Inc.*, 108 Nev. 422, 426 (1992). NRS 33.010 provides additional guidance as to cases in which an injunction may be granted, stating as follows:

An injunction may be granted in the following cases:

1. When it shall appear by the complaint that the plaintiff is entitled to the relief demanded, and such relief or any part thereof consists in restraining the commission or continuance of the act complained of, either for a limited period or



perpetually.

2. When it shall appear by the complaint or affidavit that the commission or continuance of some act, during the litigation, would produce great or irreparable injury to the plaintiff.

3. When it shall appear, during the litigation, that the defendant is doing or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the plaintiff's rights respecting the subject of the action, and tending to render the judgment ineffectual.

Due to the delay and failure to properly redeem the Property, Bautista is not entitled to relief against Saticoy.

### **ARGUMENT**

#### **1. Bautista's Application for a Temporary Restraining Order and Preliminary Injunction Should be Denied.**

Bautista will not be able to succeed on the merits of her case. The primary basis for the Motion for Preliminary Injunction rests on a scheme to sell the Property to obtain funds to redeem the Property, so that the Property may be sold. First, the tender was not effectuated by Bautista prior to the Redemption deadline of May 23, 2022. While Bautista alleges unsupported arguments concerning the noticing of the sale, and Saticoy's purported bidding, Bautista acknowledges throughout the Motion and Complaint that the primary issue was that escrow could not close because ROC Title placed requirements that Bautista could not meet. While Bautista claims that the requirements were incorrect, this is an issue between Bautista and the title company, and are not a basis for the current litigation against Saticoy and NAS. Indeed, Bautista's only actual claim against Saticoy, that Saticoy's bidding of \$315,100.00 at the sale was excessive, displays a shocking level of misunderstanding of the redemption process. Pursuant to *Saticoy Bay LLC v. Nev. Ass'n Servs.*, 444 P.3d 428 (Nev. 2019), Bautista did not separately have to tender the entire

\$315,100 + 2% interest (\$6,302), but only needed to pay the amount due under the HOA's lien (\$7,674.22 per the certificate of sale.) in addition to the interest. NAS would have provided the rest to Saticoy, thus making the bidding price largely irrelevant, and Bautista's claims regarding the issue with redemption highly questionable.

Additionally, while Bautista attempts to infer that the loss of the Property is inequitable, Bautista inherently acknowledges that she had failed to make the necessary assessment payments.

As set forth by NRS 116.31166(3):

A unit sold pursuant to NRS 116.31162 to 116.31168, inclusive, may be redeemed by the unit's owner whose interest in the unit was extinguished by the sale, or his or her successor in interest, or any holder of a recorded security interest that is subordinate to the lien on which the unit was sold, or that holder's successor in interest. The unit's owner whose interest in the unit was extinguished, the holder of the recorded security interest on the unit or a successor in interest of those persons may redeem the property at any time **within 60 days after the sale** by paying:

(a) The purchaser the amount of his or her purchase price, with interest at the rate of 1 percent per month thereon in addition, to the time of redemption, plus:

(1) The amount of any assessment, taxes or payments toward liens which were created before the purchase and which the purchaser may have paid thereon after the purchase, and interest on such amount;

(2) If the purchaser is also a creditor having a prior lien to that of the redemptioner, other than the association's lien under which the purchase was made, the amount of such lien, and interest on such amount; and

(3) Any reasonable amount expended by the purchaser which is reasonably necessary to maintain and repair the unit in accordance with the standards set forth in the governing documents, including, without limitation, any provisions governing maintenance, standing water or snow removal

(Emphasis added)

Bautista does not direct the Court to any provision of NRS 116.31166 whereby a sale may be set aside, or the redemption period stayed, due to a minimal amount of missed assessments.

While Bautista attempts to argue equity, as set forth above, Bautista failed to make payments to

the HOA, failed to set forth any steps taken to prevent the sale (only broadly arguing a failure of notice) despite clear notice of same, and now argues that Saticoy inflated the bidding price, without anything more than the argument of counsel

Furthermore, in light of the above, the balance of the equities do not favor Bautista, as it was her failure to properly tender the redemption payment, instead choosing a complicated sale scheme, which has led to this litigation. A Sale scheme which, per Bautista, requires this Court's involvement to even effectuate, so as to force an escrow company to advance funds, apparently from Saticoy, to pay the Deed of Trust in the amount of \$202,000 to effectuate the sale to the alleged buyer. It appears, for lack of better explanation, that Bautista is intending to use this Court's Order to force a effectuate a sale that non-party ROC Title has placed limitations upon, so as to obtain the money necessary to redeem the Property, so as to allow the sale of the Property. Such a circular scheme is in contravention to the redemption statute, the process of escrow, and the interests of the alleged buyer. Additionally, it underscores the fact that Bautista is only seeking the proceeds of the sale, and as such, the arguments to the equity, and unique nature of the Property are clearly a veiled effort simply to retain the Property while attempting to utilize this Court's authority to override the requirements of the non-party escrow company.

**2. In the Alternative, Bautista Must Be Required to Post a Bond Pursuant to NRCP**

**65(c)**

Pursuant to NRCP 65(c), if a preliminary injunction is granted then the moving party must post a bond with the Court.

The court may issue a preliminary injunction or a temporary restraining order only if the movant gives security in an amount that the court considers proper to pay the costs and damages sustained by any party found to have been wrongfully enjoined or restrained. The United States, its officers, and its agencies are not required to give security.

Here, Bautista delayed in addressing the matter, and thus failed to timely tender the

1 redemption amount and therefore should be required to tender a significant bond to retain the  
2 Property. Additionally, it is reasonable that Bautista should be required to deposit monthly  
3 payments with the Court representing rental payments for the Property, as Saticoy is now the  
4 owner of the Property. Current rental value for a home such as the Property is approximately  
5 \$2,100 per month.<sup>2</sup> If Saticoy successfully defends this action, then said bond amounts should be  
6 released to Saticoy to compensate it for the losses incurred as a result of the litigation. Thus,  
7 Saticoy seeks a bond amount of \$2,100.00 if a restraining order issues, and will seek the same  
8 amount be deposited per month to continue the injunction.  
9  
10

### 11 CONCLUSION

12 Based upon the foregoing, Saticoy respectfully request that this Court deny Bautista a  
13 Preliminary Injunction, or in the alternative require Bautista to post a substantial bond in a  
14 sufficient sum to compensate Saticoy for its damages incurred as a result of being improperly  
15 enjoined.  
16

17 DATED this June 1, 2022.

18 /s/Roger P. Croteau

19 ROGER P. CROTEAU, ESQ.

20 Nevada Bar No. 4958

21 CHRISTOPHER L. BENNER, ESQ.

22 Nevada Bar No. 8963

23 ROGER P. CROTEAU & ASSOCIATES, LTD

24 2810 W. Charleston Blvd., Ste. 67

25 Las Vegas, Nevada 89102

26 Attorneys for Saticoy Bay LLC Series 10449 Forked  
27 Run  
28

---

<sup>2</sup> [https://www.zillow.com/homes/10449-Forked-Run-St-Las-Vegas,-NV-89178\\_rb/243070196\\_zpid/](https://www.zillow.com/homes/10449-Forked-Run-St-Las-Vegas,-NV-89178_rb/243070196_zpid/)

**CERTIFICATE OF SERVICE**

I hereby certify that on June 1, 2022, I served the foregoing document on all persons and parties in the E-Service Master List in the Eighth Judicial District Court E-Filing System, by electronic service in accordance with the mandatory electronic service requirements of Administrative Order 14-1 and the Nevada Electronic Filing and Conversion Rules.

/s/ Joe Koehle

An employee of ROGER P. CROTEAU & ASSOCIATES, LTD.

EXHIBIT 1

EXHIBIT 1

Inst #: 20190718-0001662  
Fees: \$40.00  
07/18/2019 11:01:32 AM  
Receipt #: 3770375  
Requestor:  
NEVADA ASSOCIATION SERVICES  
Recorded By: ANI Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER  
Src: FRONT COUNTER  
Ofc: MAIN OFFICE

WHEN RECORDED MAIL TO:  
Nevada Association Services, Inc.  
6625 S. Valley View Blvd. Suite 300  
Las Vegas, Nevada 89118  
Phone: (702) 804-8885 Toll Free: (888) 627-5544

APN: 176-27-822-022  
NAS #: N83663

### NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on 3/5/2014 Instrument No: 0001001 Book No.: 20140305, Page: , of the official records of Clark County, Nevada, and as amended, the Quintessa II at Mountain's Edge Homeowners' Association has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 10449 Forked Run Street, Las Vegas, NV 89178 particularly legally described as: Legal Unit No.: , Lot 57, Tract QUINTESSA AT MOUNTAINS EDGE UNIT 3, Book 147, Page 53 in the County of Clark.

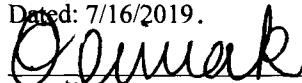
The owner(s) of record as reflected on the public record as of today's date is (are): Leidianne L. Bautista and Constantine S. Nacar

\*Total amount due as of today's date is \$1,547.98

\* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, any other permissible charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: 7/16/2019.



By Olivia Kellogg, Nevada Association Services, Inc., as agent for Quintessa II at Mountain's Edge Homeowners' Association

STATE OF NEVADA  
COUNTY OF CLARK

On 7/16/2019 before me, Ethan Kellogg, a Notary Public, personally appeared Olivia Kellogg known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year first above written.

Signature  (Seal)  
Ethan Kellogg, Notary Public



EXHIBIT 2

EXHIBIT 2



When Recorded Mail To:  
Nevada Association Services, Inc.  
6625 S. Valley View Blvd. Suite 300  
Las Vegas, NV 89118  
(702) 804-8885

APN: 176-27-822-022  
TS No.: N83663  
Property Address: 10449 Forked Run Street Las Vegas, NV 89178

Inst #: 20190927-0002001  
Fees: \$40.00  
09/27/2019 10:42:42 AM  
Receipt #: 3851506  
Requestor:  
NEVADA ASSOCIATION SERVICES  
Recorded By: DROY Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER  
Src: FRONT COUNTER  
Ofc: MAIN OFFICE

## **NOTICE OF DEFAULT AND ELECTION TO SELL UNDER NOTICE OF DELINQUENT ASSESSMENT LIEN**

### **IMPORTANT NOTICE**

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS  
NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS  
IN DISPUTE!**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION and you may have the legal right to bring your account in good standing by paying all your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice of default was mailed to you. The date this document was mailed to you appears on this notice.

Total Amount of Deficiency as of 9/26/2019:	\$2,894.29
Total Amount of Deficiency that is prior to first security interest as of 9/26/2019:	\$2,023.00
Amount of Priority Amount attributable to budgeted assessments as of 9/26/2019:	\$783.00
Amount of Priority attributable to costs of collection as of 9/26/2019:	\$1,240.00
Amount of Priority Amount attributable to amounts of NRS 116.310312 (if applicable) as of 9/26/2019:	\$0.00

a) If the holder of the first security interest on the unit does not satisfy the amount of the association's lien that is prior to that first security interest pursuant to subsection 3 of NRS 116.3116, the association may foreclose its lien by sale and that the sale may extinguish the first security interest as to the unit, and

b) If, not later than 5 days before the date of the sale, the holder of the first security interest on the unit satisfies the amount of the association's lien that is prior to that first security interest pursuant to subsection 3 of NRS 116.3116 and, not later than 2 days before the date of the sale, a record of such satisfaction is recorded in the office of the recorder of the county in which the unit is located, the association may foreclose its lien by sale but the sale may not extinguish the first security interest as to the unit.



TS Number: N83663

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property or pay other obligations as required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions, Quintessa II at Mountain's Edge Homeowners' Association (the Association) may insist that you do so in order to reinstate your account in good standing. In addition, the Association may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard insurance premiums.

Upon your request, this office will mail you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Association may mutually agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure the default by transfer of the property or otherwise; 2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your Association permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your Association.

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of Quintessa II at Mountain's Edge Homeowners' Association, 6625 S. Valley View Blvd. Suite 300, Las Vegas, NV 89118. The phone number is (702) 804-8885 or toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of assessment on your property. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

**NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Leidianne L. Bautista and Constantine S. Nacar and recorded on 7/18/2019 as document no. 0001662 book 20190718 page in the official records of Clark County, Nevada, executed by Quintessa II at Mountain's Edge Homeowners' Association, and as amended, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on 3/5/2014 as document no. 0001001 book no. 20140305 page , as security has occurred in that the payments have not been made of homeowner's assessments due from 11/1/2018 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.



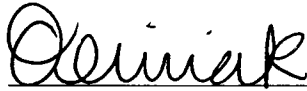
TS Number: N83663

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Associations Services, Inc., whose address is 6625 S. Valley View Blvd. Suite 300, Las Vegas, NV 89118 is authorized by the association to enforce the lien by sale.

Legal Description: Unit No. , Lot 57, Tract No. QUINTESSA AT MOUNTAINS EDGE UNIT 3, Book No. 147 Page(s) 53, in the County of Clark, State of Nevada.

DATE: September 26, 2019



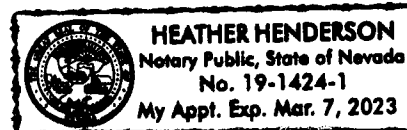
By Olivia Kellogg, of Nevada Association Services, Inc. on behalf of Quintessa II at Mountain's Edge Homeowners' Association

STATE OF NEVADA  
COUNTY OF CLARK

On 9/26/2019 before me, Heather Henderson, a Notary Public, personally appeared Olivia Kellogg known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year first above written.

Signature  (Seal)  
Heather Henderson, Notary Public



Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose. Please be advised that this document constitutes neither a demand for payment of the referenced debt nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. This notice is being sent to any such parties merely to comply with applicable state law governing foreclosure of liens pursuant to Chapter 116 of Nevada Revised Statutes



EXHIBIT 3

EXHIBIT 3

Inst #: 20211022-0000507  
Fees: \$42.00  
10/22/2021 08:42:07 AM  
Receipt #: 4749899  
Requestor:  
Real Property Support LLC  
Recorded By: BGN Pgs: 2  
Debbie Conway  
CLARK COUNTY RECORDER  
Src: ERECORD  
Ofc: ERECORD

When Recorded Mail To:

Quintessa II at Mountain's Edge Homeowners' Association  
c/o Nevada Association Services, Inc.  
6625 S. Valley View Blvd. Suite 300  
Las Vegas, NV 89118

APN: 176-27-822-022  
TS No.: N83663

## NOTICE OF FORECLOSURE SALE

**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.**

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTICE IS HEREBY GIVEN THAT on 11/17/2021 at 10:00 AM located at the front entrance to Nevada Legal News located at 930 S. 4th Street, Las Vegas, NV 89101, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on 3/5/2014, in Book Number 20140305, as Instrument Number 0001001 of official records of Clark County, and as amended, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on 7/18/2019, in Book Number 20190718, as Instrument Number 0001662, of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 10449 Forked Run Street, Las Vegas, NV 89178. Said property is legally described as: Legal Unit No.: , Lot 57, Tract QUINTESSA AT MOUNTAINS EDGE UNIT 3, Book 147, Page 53, official records of Clark County, Nevada.

The owner(s) of said property as of the date of the recording of said lien is purported to be: Leidianne L. Bautista and Constantine S. Nacar

The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$7,214.69. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 9/27/2019, in Book Number 20190927, as Instrument Number 0002001 in the official records of Clark County.



Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose. Please be advised that this document constitutes neither a demand for payment of the referenced debt nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. This notice is being sent to any such parties merely to comply with applicable state law governing foreclosure of liens pursuant to Chapter 116 of Nevada Revised Statutes.

Nevada Association Services, Inc.  
6625 S. Valley View Blvd. Suite 300  
Las Vegas, NV 89118 (702) 804-8885

Date: October 20, 2021



By: Heather Oliver on behalf of Nevada Association Services, Inc., as agent for Quintessa II at Mountain's Edge Homeowners' Association

STATE OF NEVADA  
COUNTY OF CLARK

On 10/20/2021 before me, A Radley, a Notary Public, personally appeared Heather Oliver known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year first above written.

Signature A. Radley (Seal)  
A Radley, Notary Public

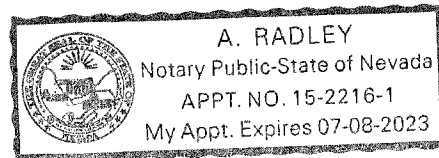


EXHIBIT 4

EXHIBIT 4

Inst #: 20211101-0003389  
Fees: \$42.00  
11/01/2021 12:51:28 PM  
Receipt #: 4762026  
Requestor:  
Real Property Support LLC  
Recorded By: ANI Pgs: 3  
Debbie Conway  
CLARK COUNTY RECORDER  
Src: ERECORD  
Ofc: ERECORD

WHEN RECORDED MAIL TO:

Quintessa II at Mountain's Edge Homeowners'  
Association  
c/o Nevada Association Services, Inc.  
6625 S. Valley View Blvd. Suite 300  
Las Vegas, NV 89118  
(702) 804-8885

APN: 176-27-822-022

TS No.: N83663

**AFFIDAVIT OF MAILING – NOTICE OF SALE**

**Nevada Association Services, Inc. is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.**

THIS NOTICE is given pursuant to N.R.S. 116.3116 through 116.31168 *et seq.*, and that the Notice of Sale was served by depositing in the United States Mail a copy of such Notice in a sealed envelope, certified or registered mail and first class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

The description of the common interest development unit against which this notice is being recorded is as follows:

Legal Unit No.: , Lot 57, Tract QUINTESSA AT MOUNTAINS EDGE UNIT 3, Book 147, Page 53

Record Owner: Leidianne L. Bautista and Constantine S. Nacar

Property Address: 10449 Forked Run Street, Las Vegas, NV 89178

I, the affiant, Brandon E. Wood, Esq. on behalf of Nevada Association Services Inc., as agent for Quintessa II at Mountain's Edge Homeowners' Association hereby declare based on the direct, personal knowledge of the affiant, the personal knowledge which the affiant acquired by a review of a trustee's sale guarantee or a similar product and/or the personal knowledge which the affiant acquired by a review of the business records of the association or other person conducting the sale, that the following name(s) and address(es) were sent the notices described above.

Below is a list of the addresses in which the Notice of Foreclosure Sale were mailed on 10/20/2021.

Leidianne L. Bautista  
10449 Forked Run Street  
Las Vegas, NV 89178  
71969002484067044164

Constantine S. Nacar  
10449 Forked Run Street  
Las Vegas, NV 89178  
71969002484067044188





MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
P.O. BOX 2026  
FLINT, MI 48501-2026  
71969002484067044195

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
C/O NOBLE HOME LOANS INC.  
7830 WEST SAHARA AVE.  
LAS VEGAS, NV 89117  
71969002484067044218

NOBLE HOME LOANS INC.  
7830 WEST SAHARA AVE.  
LAS VEGAS, NV 89117  
71969002484067044225

REPUBLIC SERVICES  
P.O. BOX 98508  
LAS VEGAS, NEVADA 89193-8508  
71969002484067044249

MOUNTAINS EDGE MASTER ASSOCIATION  
C/O SILVER STATE TRUSTEE SERVICES, LLC  
5940 S. RAINBOW BLVD.  
LAS VEGAS, NV 89118  
71969002484067044256

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
1901 E. VOORHEES ST, SUITE C  
DANVILLE, IL 61834  
71969002484067044270

JUNE GORMAN  
5151 CORPORATE DR  
TROY, MI 48098  
71969002484067044287

FLAGSTAR BANK, FSB  
5151 CORPORATE DR  
TROY, MI 48098  
71969002484067044300

FLAGSTAR BANK, FSB  
C/O FIRST AMERICAN MORTGAGE SOLUTIONS  
1795 INTERNATIONAL WAY  
IDAHO FALLS, ID 83402  
71969002484067044317



DISCOVER BANK  
C/O GUGLIELMO & ASSOCIATES, PLLC  
415 S SIXTH ST STE 320  
LAS VEGAS, NV 89101  
71969002484067044331

GUGLIELMO & ASSOCIATES, PLLC  
ROBERTA OHLINGER-JOHNSON  
415 S SIXTH ST STE 320  
LAS VEGAS, NV 89101  
71969002484067044348

NOBLE HOME LOANS INC.  
ATTN: HERMAN VANDER VELDT  
7830 WEST SAHARA AVE.  
LAS VEGAS, NV 89117  
71969002484067044362

FLAGSTAR BANK, FSB  
DEFAULT SERVICING OVERSIGHT  
5151 CORPORATE DR  
TROY, MI 48098  
71969002484067044379

NEVADA REAL ESTATE DIVISION  
COMMON INTEREST COMMUNITY OMBUDSMAN'S OFFICE  
3300 W. SAHARA AVENUE, SUITE 325  
LAS VEGAS, NV 89102  
71969002484067044386

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

Date: 10/21/2021

By:



Brandon E. Wood, Esq., on behalf of Nevada Association Services, Inc., as agent for Quintessa II at Mountain's Edge Homeowners' Association

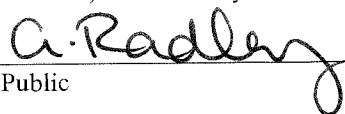
STATE OF NEVADA  
COUNTY OF CLARK

On 10/21/2021 before me, A Radley, a Notary Public, personally appeared Brandon E. Wood, Esq. known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year first above written.

Signature

A Radley, Notary Public

 (Seal)

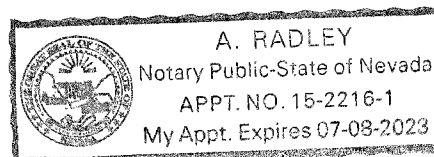


EXHIBIT 5

EXHIBIT 5

Inst #: 20220325-0001448  
Fees: \$42.00  
03/25/2022 11:20:04 AM  
Receipt #: 4936721  
Requestor:  
Real Property Support LLC  
Recorded By: ANI Pgs: 3  
Debbie Conway  
CLARK COUNTY RECORDER  
Src: ERECORD  
Ofc: ERECORD

WHEN RECORDED, MAIL TO:

Quintessa II at Mountain's Edge Homeowners' Association  
c/o Nevada Association Services, Inc.  
6625 S. Valley View Blvd. Suite 300  
Las Vegas, Nevada 89118

APN#: 176-27-822-022  
NAS # N83663

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### **CERTIFICATE OF FORECLOSURE SALE SUBJECT TO REDEMPTION**

**Property Address: 10449 Forked Run Street Las Vegas, NV 89178**

The undersigned trustee declares:

- 1) The successful bidder at foreclosure was **Saticoy Bay LLC Series 10449 Forked Run**
- 2) The amount of the unpaid debt and initial price bid together with costs was: **\$7,674.22**
- 3) The amount paid by the successful bidder at the trustee sale was: **\$315,100.00**
- 4) The County of Clark County, Nevada

And Nevada Association Services, Inc.(herein called Trustee), as the duly appointed Trustee of Quintessa II at Mountain's Edge Homeowners' Association and under the Notice of Delinquent Assessment hereinafter described, has sold at public foreclosure auction on 3/24/2022, subject to redemption, but without covenant or warranty, express or implied, to: Saticoy Bay LLC Series 10449 Forked Run (herein called Purchaser), all of its right, title and interest in and to that certain property situated in the County of Clark, State of Nevada, commonly known as:

**10449 Forked Run Street Las Vegas, NV 89178**

and legally described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

#### **RECITALS:**

This foreclosure sale is subject to a sixty day right of redemption from the Date of Sale of the foreclosure auction and was pursuant to the powers granted to the HOA and conferred upon an appointed trustee by the provisions of the Declaration of Covenants, Conditions, and Restrictions recorded on 3/5/2014 as Instrument No. 201403050001001 of Official Records in the Office of the Recorder of Clark County, Nevada and pursuant to Nevada Revised Statutes chapter 116 and that certain Notice of Delinquent Assessment Lien recorded on 7/18/2019 as Instrument No. 201907180001662 of Official Records in the office of the Recorder of Clark County, State of Nevada, after fulfillment of the conditions specified in




Nevada law, the above-described Declaration and said Notice of Delinquent Assessment authorizing foreclosure sale.

Said property was sold by said Trustee at public auction on the Date listed above at the place named in the Notice of Sale, in the County of Clark, Nevada, in which the property is situated. The Purchaser, being the highest bidder at such sale became the Purchaser of said property, subject to a sixty-day right of redemption, and paid therefore to said trustee the amount bid, being **\$315,100.00**, in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by said Notice of Delinquent Assessment.

Date: March 25, 2022

**Nevada Association Services, Inc.**

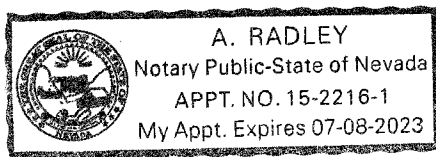
By:   
Brandon E. Wood, Esq. on behalf of Nevada Association  
Services, Inc. as agent for Quintessa II at Mountain's Edge  
Homeowners' Association

STATE OF NEVADA  
COUNTY OF CLARK

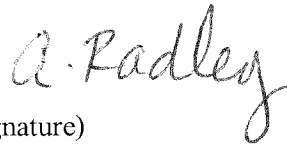
On March 25, 2022, before me, A Radley, personally appeared Brandon E. Wood, Esq. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

(Seal)



(Signature)

A handwritten signature in cursive script that reads "A. Radley".

## **EXHIBIT "A"**

### **Legal Description**

LOT 57, THE FINAL MAP OF QUINTESSA AT MOUNTAINS EDGE UNIT 3, (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP RECORDED IN BOOK 147 PAGE 53, AS SHOWN IN THE OFFICE OF THE CLARK COUNTY, NEVADA. (PARCEL I) A NON-EXCLUSIVE EASEMENTS FOR INGRESS AND EGRESS OVER PRIVATE STREETS AND COMMON AREAS AS SHOWN AND DELINEATED ON SAID MAP. (PARCEL II)



1 **RELY**

2 JOSEPH SCALIA

3 Nevada Bar Number: 5123

4 Senior Counsel, LLC

5 3355 S. Highland Dr., Suite 111

6 Las Vegas, NV 89109

7 Phone: (702) 825-2627

8 Email: joe@josephscaliam.com

9 *Attorney for Plaintiffs*

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 LEIDIANNE L BAUTISTA, an individual, and )  
13 CONSTANTINE S. NACAR, an individual, )

Case No.: 22-A-852903-3

Dept.: 14

14 Plaintiffs )

15 v. )

16 NEVADA ASSOCIATION SERVICES, INC., a )  
17 Nevada Corporation, SATICOY BAY LLC )  
18 SERIES 10449 FORKED RUN, a Nevada )  
19 Limited Liability Company and )  
20 DOES 2 through 10 and ROE CORPORATIONS )  
21 I through X, inclusive. )

22 Defendants )

23 DOE 1, Good Faith Purchaser for value )

24 Real Party In Interest. )

25 **REPLY TO OPPOSITION**

26 Plaintiffs and each of them, by and through their attorney of record, JOSEPH A. SCALIA II,  
27 ESQ., of SENIOR COUNSEL LLC, files a reply to the Opposition on file herein. Defendant  
28 SATOCOY BAY's argument act to obfuscate the basic facts and legal standing of the parties



1. DEFENDANT SATICOY BAY did not purchase the property. They have in essence purchased an option. This option is subject to certain redemption rights. NRS 116.3116 makes it clear that its purchase is "subject to" the BAUSTISTA and NACAR's right to redeem.

2. One of those redemption rights is set forth in NRS.116.3116 allows the redemption to be performed by his "successor in interest." A successor in interest is one who either 1) purchases the right to redemption from the owner or 2) is a good faith purchaser of the property for value.

3. In this case SATICOY refuses to comply with my providing the redemption amounts as set forth in section (3) to wit:

3 A unit sold pursuant to NRS 116.31162 to 116.31168, inclusive, may be redeemed by the unit's owner whose interest in the unit was extinguished by the sale, *or his or her successor in interest*, or any holder of a recorded security interest that is subordinate to the lien on which the unit was sold, or that holder's successor in interest. The unit's owner whose interest in the unit was extinguished, the holder of the recorded security interest on the unit or a successor in interest of those persons may redeem the property at any time within 60 days after the sale by paying:

(a) The purchaser the amount of his or her purchase price, with interest at the rate of 1 percent per month thereon in addition, to the time of redemption, plus:

(1) The amount of any assessment, taxes or payments toward liens which were created before the purchase and which the purchaser may have paid thereon after the purchase, and interest on such amount;

(2) If the purchaser is also a creditor having a prior lien to that of the redemption, other than the association's lien under which the purchase was made, the amount of such lien, and interest on such amount; and

(3) Any reasonable amount expended by the purchaser which is reasonably necessary to maintain and repair the unit in accordance with the standards set forth in the governing documents, including, without limitation, any provisions governing maintenance, standing water or snow removal; [Emphasis Added]

4. Plaintiff has obtained several offers on the property for at least \$450,000. (See Attachment 1) (The property is currently under contract at a diminished value of \$420,000 due to this litigation.)

5. SATICOY's legal theory will allow it to finagle its way into a \$450,000 property or a mere \$315,000 a loss of \$160,000 in plaintiff's equity. The plaintiffs only owe approximately \$290,000 on their first mortgage. (See Attachment 2)

6. There is no legal remedy to abate this action and an injunction is entirely appropriate.

7. It was not the intent off the legislature to allow predatory actors to utilize the redemption



process as way to "strip" away an owner's equity by thwarting the redemption process.

8. NRS 116.3116 (15) allows the court to appoint a receiver. The court can appoint a receiver to pay off funds received by the good faith purchaser for value, distribute funds pursuant to the process set forth in the statute, pay off Saticoy its statutorily allowed 1% plus fees and restore equity to the Plaintiffs.

9. The act of a debtor selling an asset to pay off creditors has been an ingrained and integral part of English common law and American jurisprudence so as to not need additional commentary.

### ARGUMENT

1. DEFENDANT SATICOY BAY is attempting to thwart the redemption process so that may "strip" defaulting homeowners of substantial equity. Paying \$315,000 for a \$450,000 property, racking up interest payments and not cooperating with the redemption process so as to plunder home owners equity as business tactic.
2. This court has legal authority as well as equitable powers to prevent a manipulation of the HOA lien process into a trough by which unscrupulous investors gorge on the equity on unwitting homeowners.

DATED this 8<sup>th</sup> of June, 2022.

/s/ Joseph A. Scalia, Esq.  
Nevada Bar 5123  
3355 S Highland Ave, Ste 111  
Las Vegas, NV 89109  
Phone (702) 267-7811  
Attorney for Plaintiffs



Seller identifies above items as included or excluded in offering of the Property for sale. Seller understands that the purchase agreement takes precedence over any intention identified above and will ultimately determine what items are included and excluded in the sale. Seller further understands it is their responsibility to ensure the items not included in the sale are addressed in any counter offer to ensure buyers understanding of sellers intent.

d. Leased or Liened Items: The following items are leased or subject to a lien in securing payment:

☐ Solar power system   ☐ Alarm system   ☐ Propane tank   ☐ Water softener  
☐ Other(s) N/A

Seller will provide to Buyer, as a part of the purchase agreement, copies of lease documents, or other documents obligating Seller to pay for such leased or lien items.

**4. TITLE INSURANCE:** Seller agrees to provide Buyer with an owner's policy of title insurance in the amount of the selling price.

**5. COMPENSATION TO BROKER:** Compensation is solely a matter of negotiation between Broker and Seller and is not fixed, suggested, controlled or recommended by GLVAR, MLS or any other person not a party to this Agreement. Seller agrees to pay Broker as compensation for services:

**IF A SALE:** 5.5 % of the gross selling price of the Property ☒ **AND** / ☐ **OR** \$ \_\_\_\_\_ (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Buyer.

**IF A LEASE:** 0 % of the total rental agreed to be paid by lessee  
☐ **AND** / ☐ **OR** \$ 0 (flat fee amount). Seller acknowledges that offers of cooperative compensation are between brokers and are not negotiable between the Seller and Tenant.

**Compensation shall be due:**

a. if the Property is sold or leased by Broker, or through any other person including Seller, on the above terms or any other price and terms acceptable to Seller during the above time period or any extension of said time period;

b. if the Property is transferred, conveyed, leased, rented, or made unmarketable by a voluntary act of Seller without the consent of Broker, during the time period or any extension of said time period;

c. if within 30 calendar days of the final termination, including extensions, of this Agreement, the Property is sold, conveyed, or otherwise transferred to anyone with whom the Broker has had negotiations or to whom the Property was shown prior to the final termination. This section (c) shall not apply if Seller enters into a valid Brokerage Listing Agreement with another licensed real estate Broker after the final termination of this Exclusive Brokerage Listing Agreement.

d. In the event of an exchange, permission is hereby given to the Broker to represent such parties as Broker may deem appropriate and collect compensation from them provided that there is full disclosure to all parties. If completion of sale is prevented by default of Seller, or the refusal of Seller to accept an offer in accordance with the price and terms of this Agreement, then upon event, Broker is authorized to take any action reasonably necessary to collect said commission. If completion of sale is prevented by a party to the transaction other than Seller, Broker may collect its commission only if and when Seller collects damages by suit or otherwise, and then in an amount not less than one-half of the damages recovered, but not to exceed the above compensation after first deducting title expenses, escrow expenses and the expenses of collections if any.

e. Broker is authorized to cooperate and divide with other brokers the above compensation in any manner acceptable to Broker. Seller hereby irrevocably assigns to Broker the funds and proceeds of Seller in escrow equal

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: CLB / CSN / \_\_\_\_\_



to the above compensation. In the event any sum of money due under this Agreement remains unpaid for a period of thirty (30) days, such sum shall bear interest at the rate of ( 10 ) percent per annum from the due date until paid.

**6. DEPOSIT:** Broker is authorized to accept on Seller's behalf a deposit to be applied toward purchase price or lease. Said deposit shall be held by: (SELECT ONE) ☒ Escrow -OR- ☐ Broker -OR- ☐ Other \_\_\_\_\_.

**7. AGENCY RELATIONSHIP:**

a. Broker warrants that he holds a current, valid Nevada real estate license. Broker shall act as the agent of the Seller and may also assign or designate a licensee of the Broker who shall act as the representative of the Seller in any resulting transaction.

b. Depending upon the circumstances, it may be necessary or appropriate for the designated licensee to act as agent for both Seller and Buyer, exchange parties, or one or more additional parties. If applicable, Broker and the designated licensee shall disclose to Seller any election to act as an agent representing more than one party and obtain the written Consent To Act Form signed by all parties to the transaction.

c. Broker may also have licensees in its company who are agents of the Buyer who may show and negotiate an offer to purchase Seller's Property. In this event, the licensees who represent the Buyer will only represent the Buyer in the transaction with all duties owed to the Buyer and not the Seller. This, therefore, does not require a Consent To Act Form.

**8. REQUIRED DISCLOSURES:**

a. Unless exempt under NRS chapter 113, Seller shall truthfully complete and sign a Seller's Real Property Disclosure Statement concerning the condition of the Property. Seller shall update the Seller's Real Property Disclosure as necessary.

b. If the Property is or has been the subject of a construction defect claim, whether litigated or not, Seller shall provide the disclosure required by NRS 40.688.

c. If the Property was built prior to 1978, Seller shall complete the Disclosure of Information on Lead-Based Paint Hazards in accordance with Federal Regulations.

d. Seller acknowledges receipt of the Residential Disclosure Guide:

SELLER(S) INITIALS: CLB / CSN / \_\_\_\_\_ / \_\_\_\_\_

**9. INDEMNIFICATION:** Seller agrees to save, defend, and hold Broker, GLVAR, and the MLS harmless from all claims, disputes, litigation, and/or judgments arising from (i) any misrepresentation, breach of warranty or breach of a promise by Seller in this Listing Agreement (ii) any incorrect information supplied by Seller, (iii) any facts concerning the Property not disclosed by Seller, including any facts known to Seller relating to adverse conditions or latent defects, (iv) the use of a keybox, or (v) any injury or damage to persons or property in connection with the marketing or showing of the Property. This indemnification shall survive Broker's performance and any transfer of title.

**10. FAIR HOUSING:** Broker shall offer the Property for sale or lease without regard to race, color, religion, sex, national origin, age, gender identity or expression, familial status, sexual orientation, ancestry, or handicap and any other current requirements of federal or state fair housing laws.

**11. COMMON INTEREST COMMUNITY:** The Property ☒ is -OR- ☐ is not located within a Common Interest Community (CIC). If yes, please complete the following:

Name of CIC(s): Quintess Mtns Edge

Telephone: 702 531-3382 Dues: \$ 85.00 payable ☒ monthly -OR- ☐ quarterly

Seller ☐ is -OR- ☒ is not current on all dues and assessments.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: CLB / CSN / \_\_\_\_\_ / \_\_\_\_\_



Name of CIC(s): Mountains Edge

Telephone: \_\_\_\_\_ Dues: \$ 100.00 payable ☐ monthly -OR- ☒ quarterly

Seller ☐ is -OR- ☒ is not current on all dues and assessments.

Name of CIC(s): N/A

Telephone: \_\_\_\_\_ Dues: \$ \_\_\_\_\_ payable ☐ monthly -OR- ☐ quarterly

Seller ☐ is -OR- ☐ is not current on all dues and assessments.

If the Property is located within a CIC, Seller acknowledges and agrees to obtain (at Seller's own expense as required by NRS 116.4109) and/or provide the information required by NRS 116.4109 and 116.41095 to Broker for delivery to Buyer.

**12. SPECIAL ASSESSMENTS:** The Property ☐ is -OR- ☒ is not subject to special government assessments, such as SID and LID. (For information please go to: [www.amgnv.com](http://www.amgnv.com))  
If yes, please complete the following:

Balance remaining: \$ N/A  
Payment amount: \$ N/A

Payment Due: select one (1) Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually ☐

**13. KEYBOX:** Seller ☒ does -OR- ☐ does not authorize Broker to install a keybox (electronic ☒ -OR- mechanical ☐ ) in connection with the showing of the Property. A mechanical keybox is a combination-type box that can be opened by anyone who has access to the combination/code. The MLS requires that a valid working code for a mechanical keybox be included in the listing for ease of showing. The code is a confidential field that is not intended to be available to the public. Seller acknowledges that they have been advised that:

- a. The purpose and function of the keybox is to permit access to the interior of the Property by all members of GLVAR's MLS as well as any licensed professionals necessary to facilitate the sale of the Property;
- b. Seller should safeguard Personal Property and valuables located within the Property;
- c. It is not a requirement of the GLVAR's MLS for a Seller to allow the use of a keybox;
- d. Where a tenant occupies the Property, the tenant's consent is also required, which shall be obtained by the Seller or his/her Property Manager;
- e. Seller ☒ does -OR- ☐ does not authorize Broker to issue "One Day Codes" to access the electronic keybox installed on the property. A "One Day Code" is an electronic means to allow access to the keybox key compartment. Broker shall only issue such codes to licensed professionals. Broker further agrees to use all reasonable means to verify the identity of said licensed professionals.
- f. Owner acknowledges that GLVAR, the MLS, Broker or its Listing Agent is not insuring owner or occupant against theft, loss or vandalism resulting from such access. Owner is responsible for taking such steps as may be necessary to secure and protect the Property during any time that a keybox is being used and obtaining appropriate insurance.

**14. RENT/LEASE:** The Property ☐ is -OR- ☒ is not currently occupied by a Tenant.  
The Property ☐ is -OR- ☒ is not subject to a management agreement with: (name of Property Manager and phone number): N/A. Seller agrees to not rent or lease the Property during the term of this Agreement without fourteen (14) days prior written notice to Broker.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: CLB / CSN / \_\_\_\_\_



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

**FIRPTA DECLARATION:** Seller declares that he/she

☒ is not -OR-

☐ is a foreign person therefore subjecting this transaction to FIRPTA withholding.

**SELLER(S) INITIALS:** CLB / CSN / \_\_\_\_\_ / \_\_\_\_\_

**16. MEDIATION:** The Broker and Seller agree to negotiate in good faith in an effort to resolve any dispute related to this Listing Agreement that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to a mediator agreed to by the parties. Mediation fees, if any, shall be divided equally among the parties involved. By initialing below, the parties confirm that they have read and understand this section and voluntarily agree to the provisions thereof.

**SELLER(S) INITIALS:** CLB / CSN / \_\_\_\_\_ / \_\_\_\_\_ **BROKERS INITIALS:** \_\_\_\_\_ / \_\_\_\_\_

**17. MULTIPLE LISTING SERVICE (MLS):** Broker is a participant of THE GREATER LAS VEGAS ASSOCIATION OF REALTORS® (GLVAR) Multiple Listing Service (MLS), and listing information about the Property will be provided to the MLS to be published and disseminated to its Participants and Subscribers in accordance with its Rules and Regulations and Sections 18, 19, 20 and 22 herein, unless Seller selects the Office Exclusive option in Section 21 and signs the Office Exclusive Form. Broker is authorized to cooperate with other real estate Brokers, and to report the sale, its price, terms and financing for the publication, dissemination information and use by authorized Association members, MLS Participants and Subscribers.

**18. MARKETING AND ADVERTISING:** Seller acknowledges that, unless Seller signs photo exclusion, photographs of the Property may be taken for publication in the MLS computer system. Subject to Section 20, Seller agrees that the Property may be advertised in any and all formats of media including but not limited to electronic and print advertising. Should Seller provide photographs of the Property, Seller warrants and represents that Seller has the ownership rights to said photographs and by providing said photographs irrevocably assigns any and all ownership rights to the Broker. Seller further acknowledges that once images are placed on the Internet, neither the Broker nor the Seller have control over who can view such images and what use viewers may make of the images or how long such images may remain on the internet.

Seller acknowledges that prospective buyers and/or other persons coming on to the property may take photographs, video and/or other images of the property. Seller understands that Broker does not have the ability to control or block the taking of and use of images by such persons. Once the images are taken and or put into electronic display on the Internet or otherwise published neither the Broker nor the Seller has control over how such images are used.

Seller ☒ does -OR- ☐ does not authorize Broker to commence public marketing and advertising activities.

**SELLER(S) INITIALS:** CLB / CSN / \_\_\_\_\_ / \_\_\_\_\_

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

**SELLER(S) INITIALS:** CLB / CSN / \_\_\_\_\_ / \_\_\_\_\_



19. **SIGN:** Seller ☒ **does -OR- ☐ does not** authorize Broker to install a FOR SALE/LEASE sign on the Property. (Seller may only authorize a sign if Seller has authorized marketing/advertising in Section 18.)

20. **SELLER OPT OUTS:** Seller further understands and acknowledges that MLS will disseminate the Property's listing information to those MLS brokers and agents (and/or their web vendors) who operate Internet sites, as well as other online providers, and that such sites are generally available to the public. Some, but not all, of these websites may include a commentary section where consumers may include reviews and comments about the Property in immediate conjunction with the listing (blogging), or provide a link to the comments. In addition, some, but not all, of these websites may display an automated estimate of the market value of the Property in immediate conjunction with the listing, or provide a link to the estimate. Seller can instruct Broker to have the MLS not display the property on the Internet. Seller also can instruct the MLS to not display the Property address on the Internet. Seller understands that these opt outs would mean consumers searching for listings on the Internet may not see the Property or the Property's address in response to their search.

Seller may opt-out of any of the following features by initialing the appropriate space(s) below:

- a. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want a **commentary section** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller).
- b. \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ I/we have advised the Broker that I/we **DO NOT** want an **automated estimate of value** displayed or linked to the listed Property (the site operator may indicate that the feature was disabled at the request of the seller). \*Please note that this automated estimate of value restriction applies to VOW offices only. Virtual Office Websites ("VOWs") are Internet sites operated by MLS Participant Brokers through which they establish relationships and work with clients and customers in cyberspace in ways similar to how real estate professionals interact with clients and customers in a "brick and mortar" environment. This restriction does not apply to automated estimates of value created by non-MLS Participant websites.

—OR—

- c. CLB / CSN / \_\_\_\_\_ / \_\_\_\_\_ Seller does **NOT** opt out of any of the above.

21. **OFFICE EXCLUSIVE:** Seller does not authorize Broker to disseminate listing information about the Property via GLVAR MLS, however Seller acknowledges and agrees that Broker will file the fully executed Office Exclusive Form with GLVAR MLS in accordance with GLVAR MLS Rules and Regulations. Further, Seller acknowledges and agrees that if there is any Public Marketing of an Office Exclusive listing, then Broker must submit the listing to GLVAR MLS for dissemination to its participants within one (1) business day of the Public Marketing. Public Marketing includes, but is not limited to, flyers displayed in windows, yard signs, digital marketing on public facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and applications available to the general public.

Seller ☐ **does -OR- ☒ does NOT** select an Office Exclusive listing. (Seller may not select this option if Seller has authorized marketing/advertising in Section 18.)

SELLER(S) INITIALS: CLB / CSN / \_\_\_\_\_ / \_\_\_\_\_

22. **USE OF LISTING CONTENT:** Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Broker Listing Content") and any changes thereto, may be filed with MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced in any medium. Seller hereby grants to Broker a non-exclusive,

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: CLB / CSN / \_\_\_\_\_ / \_\_\_\_\_



irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Broker Listing Content, to prepare derivative works of the Broker Listing Content, and to distribute the Broker Listing Content or any derivative works thereof in any medium. This non-exclusive license shall survive the termination of this Agreement for any reason whatever. Seller represents and warrants to Broker that the Broker Listing Content, and the license granted to Broker for the Broker Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that as between Seller and Broker, all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

**23. NEVADA LAW:** This Agreement is executed and intended to be performed in the State of Nevada, and the laws of Nevada shall govern its interpretation and effect. The parties agree that the State of Nevada, and the county in which the Property is located, is the appropriate judicial forum for any litigation, related to this Agreement.

**24. ENTIRE CONTRACT:** All prior negotiations and agreements between the parties are incorporated in this Agreement, which constitutes the entire contract. Its terms are intended by the parties as a final, complete, and exclusive expression of their agreement with respect to its subject matter and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. This Agreement and any supplement, addendum, or modification, including any photocopy or facsimile, may be executed in two or more counterparts, all of which shall constitute one and the same writing. The terms of this Agreement may not be amended, modified or altered except through a written agreement signed by all of the parties hereto. **The parties agree that an MLS Change Order signed by Broker and Seller shall act as a valid written addendum to this Agreement.**

**25. PARTIAL INVALIDITY:** In the event that any provision of this Agreement shall be held to be invalid or unenforceable, such ruling shall not affect the validity or enforceability of the remainder of the Agreement in any respect whatsoever.

**26. ATTORNEY'S FEES:** In the event suit is brought by either party to enforce this Agreement, the prevailing party is entitled to court costs and reasonable attorney's fees. If Broker hires an attorney to enforce the collection of any commission payable pursuant to this Listing Agreement and is successful in collecting some or all of such commission without commencing any action or proceeding, Seller agrees to pay such broker's reasonable attorneys' fees and costs and Seller agrees to pay interest at the legal rate on all compensation and other amounts owned or due to Broker from the time due until paid in full.

**27. DAMAGES CAP** Notwithstanding any provision to the contrary contained in this Agreement, if Broker shall be liable to Seller for any matter arising from this Agreement, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise (including any action or claim arising from an act or omission, negligent or otherwise, of the liable party) the maximum aggregate liability of Broker to Seller under this agreement shall not exceed the aggregate commission amount that has been paid by Seller to Broker.

**28. WARRANTY OF OWNERSHIP:** Seller warrants that Seller is the sole owner of the Property or has the authority to execute this Agreement. By signing below Seller acknowledges that Seller has read and understands this Agreement and agrees to the terms thereof.

**29. FORECLOSURE:** Seller understands that failure to make loan payments may result in foreclosure of the Property by a mortgage holder and/or lien holder. Information regarding the foreclosure or litigation status of a property is available from the County Recorder where the Property is located. Seller represents that at the time of this listing (complete parts a and b):

a. A Notice of Default (Breach) and Election to Sell ☒ has not –OR– ☐ has (date: \_\_\_\_\_) been recorded against the Property. **If a Notice of Default has not been recorded against the Property as of the date of this Agreement, Seller agrees to notify Broker within five (5) business days of receipt of such a notice.**

**Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.**

SELLER(S) INITIALS: LLB / CSN / \_\_\_\_\_



Seller understands that the recording of a Notice of Default begins a statutory foreclosure period, which varies in duration. At the end of the foreclosure period, the Property typically will be sold at a Trustee's Sale (foreclosure sale) and Seller will lose all rights and interest in the Property.

b. Seller ☒ has not -OR- ☐ has (date: \_\_\_\_\_) been served with a Summons and Complaint from Lender seeking to foreclose the property in court. The Parties understand that the filing and service of a Summons and Complaint begins a judicial foreclosure process which varies in duration, and which may result in a judgment against Seller. The judgment will typically be enforced through a foreclosure sale conducted by the Sheriff for the county where the Property is located and Seller will lose all rights and interest in the Property.

c. Seller understands that if the Property is not sold to a buyer before a foreclosure sale of the Property, Seller will lose all rights and interest in the Property. Seller understands that Broker cannot stop a foreclosure.

SELLER(S) INITIALS: CLB / CSN / \_\_\_\_\_ / \_\_\_\_\_

**30. SIGNATURES:** This Agreement may be signed by the parties manually or electronically (digitally) and on more than one copy, which, when taken together, each signed copy shall be read as one complete form. Facsimile signatures may be accepted as original.

**31. RECOMMENDATIONS:** If Broker recommends a builder, contractor, escrow company, title company, pest control service, appraiser, lender, home inspection company or home warranty company or any other person or entity to Seller for any purpose, said recommendation shall be independently investigated and evaluated by Seller, who hereby acknowledges that any decision to enter into any contractual arrangement with any such person or entity recommended by Broker will be based solely upon such independent investigation.

**32. DEFAULT:** If Seller materially breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's fee specified in Section 5 and any other fees Broker is entitled to receive under this Agreement. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's fee. If Broker breaches this Agreement, Broker is in default and Seller may exercise any remedy at law.

**33. BINDING EFFECT:** Seller's obligation to pay Broker an earned fee is binding upon Seller and Seller's heirs, administrators, executors, successors and permitted assignees.

**34. JOINT AND SEVERAL:** All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.

**35. TIME OF ESSENCE:** Time is of the essence of this Agreement and each of its terms.

**36.** Seller hereby agrees that once an offer has been accepted the MLS Status shall be (choose one only):

☐ Under Contract Show: The property may be shown even after an offer has been accepted.

☐ Under Contract No Show: The property will not be shown once an offer has been accepted.

☒ Determined by seller upon acceptance of the offer.

**37. 1031 EXCHANGE:** The Seller ☐ does -OR- ☒ does not intend to perform an IRC Section 1031 tax deferred exchange. If yes, Broker is aware and acknowledges that Seller intends to perform an IRC Section 1031 tax deferred exchange. Broker will cooperate in such an exchange and Seller agrees to hold Broker harmless from any and all claims, costs, liabilities or delays in time resulting from such an exchange.

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: CLB / CSN / \_\_\_\_\_ / \_\_\_\_\_



1 ADDITIONAL TERMS:

2  
3  
4  
5  
6 THE PRE-PRINTED PORTION OF THIS AGREEMENT HAS BEEN APPROVED BY THE GREATER  
7 LAS VEGAS ASSOCIATION OF REALTORS®. NO REPRESENTATION IS MADE AS THE LEGAL  
8 VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. FOR  
9 LEGAL OR TAX ADVICE, CONSULT YOUR ATTORNEY OR TAX ADVISOR.

10 By signing below, Seller consents to receive transmissions sent from Broker to the e-mail address(es) set  
11 forth. Seller agrees to keep Broker advised of his/her address and telephone number (or a number where  
12 they may be reached within 24 hours) at all times during the term of this Agreement.

13  
14 SELLER:

15  
16 Date 04/14/2022 Time 1:21 PM : ☐AM ☐PM  
17  
18 Seller's Signature Leidiannae L Bautista Printed Name: Leidiannae L Bautista  
19  
20 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address 10449 Forked Run St Las Vegas NV 89178-4049

21  
22  
23 Date 04/14/2022 Time 1:27 PM : ☐AM ☐PM  
24  
25 Seller's Signature Constantine S Nacar Printed Name: \_\_\_\_\_  
26  
27 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address 10449 Forked Run St Las Vegas NV 89178-4049

28  
29  
30 Date \_\_\_\_\_ Time \_\_\_\_\_ : ☐AM ☐PM  
31  
32 Seller's Signature \_\_\_\_\_ Printed Name: \_\_\_\_\_  
33  
34 Phone \_\_\_\_\_ E-Mail leidibug83@yahoo.com Address \_\_\_\_\_

35  
36  
37 Date \_\_\_\_\_ Time \_\_\_\_\_ : ☐AM ☐PM  
38  
39 Seller's Signature \_\_\_\_\_ Printed Name: Constantine S Nacar  
40  
41 Phone \_\_\_\_\_ E-Mail leidibug83@yahoo.com Address \_\_\_\_\_

42  
43  
44  
Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: CLB / CSN / \_\_\_\_\_

**BROKER:**

Company Realty ONE Group, Inc

Address 8395 W. Sunset Rd #190 City Las Vegas State NV Zip 89113

Phone 7028981010 E-Mail \_\_\_\_\_

Designated Licensee Signature \_\_\_\_\_ License No. S.0181927

Printed Name: Natosha Easter Licensee's Phone: 7028981010

Broker's Signature \_\_\_\_\_ License No. \_\_\_\_\_

Printed Name: Damon Caldwell Date \_\_\_\_\_ Time: \_\_\_\_\_ : \_\_\_\_\_ ☐ AM ☐ PM

**AN EXCLUSIVE BROKERAGE AGREEMENT MUST BE SIGNED BY THE BROKER TO BE VALID**

Seller acknowledges that he/she has read, understood, and agreed to each and every provision of this page.

SELLER(S) INITIALS: LLB / CSN / \_\_\_\_\_ / \_\_\_\_\_





## WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING



The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

### THE LAW - Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

### Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

### Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

### Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

### State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

## THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

### For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

### For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitation based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

LLB	CSN		
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Seller(s) Initials

## FOR THE Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTOR®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

## DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

*These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin.*

*Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.*

*Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.*

## THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

### The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

### Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and program to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

## FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homeseeker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-290-1617 (TTY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.

Attachment 2



Flagstar Bank  
5151 Corporate Drive  
Attention: Cash Operations/W-155-3  
Troy, MI 48098-2639

PAYOFF STATEMENT  
AS OF 05-27-22 AND GOOD TO 05-31-22  
AMOUNT DUE TO PAYOFF \$ 290,273.19  
BORROWER COPY

Leidianne L Bautista  
Constantine S Nacar  
10449 Forked Run St  
Las Vegas, NV 89178

Loan No: 0504833217  
Loan Type: FHA  
FHA/VA/PMI No: 332-6665232  
Property Address:  
10449 Forked Run St

AMOUNT DUE TO PAYOFF AS OF 05-31-22	\$	290,273.19
PAYOFF AMOUNT BREAKDOWN:		
Unpaid Principal Balance Due as of 05-27-22		253,791.23
Interest Due 4.49000% from 05-01-20 to 05-31-22		23,727.00
Escrow Advance Balance		12,348.38
Pro Rata Mortgage Insurance Premium (MIP)		169.48
Unpaid Advances		73.20
Unpaid Late Charges		106.90
Fax/Email Fee		15.00
Recording Fee		42.00
Document Prep Fee		.00

PAYOFF INFORMATION AND INSTRUCTIONS:

Payoff figures are good to (closing date, when applicable) 05-31-22.  
Funds received after 1 p.m., ET may be credited the following business day. Funds credited after 05-31-22 will require an additional \$ 31.22 per Day.

If the funds will be remitted after May 31, 2022 request an updated payoff statement to ensure your final remittance is sufficient.

If applicable, we reserve the right to adjust any portion of this statement due to changing balances such as principal, escrow, fees, advances, expenses, and/or interest rates on this loan. Any shortage of the payoff funds received will delay processing and may cause additional fees and/or interest accrue. Payoff funds must be wired or certified and must reflect all information stated below.

WIRE FUNDS TO:

Beneficiary Bank: Flagstar Bank  
ABA Routing Number: 27-247-1852  
Beneficiary Acct Name: Cashiering Loan Servicing  
Account Number: 2080500800061  
Reference: Loan Number 0504833217 Leidianne L Bautista

MAIL CERTIFIED FUNDS TO:

Cash Operations/W-155-3  
5151 Corporate Drive  
Troy, MI 48098-2639

ROGER P. CROTEAU & ASSOCIATES, LTD.  
• 2810 West Charleston Blvd, Suite 67 • Las Vegas, Nevada 89102 •  
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

**ORDR**

ROGER P. CROTEAU, ESQ.  
Nevada Bar No. 4958  
CHRISTOPHER L. BENNER, ESQ.  
Nevada Bar No. 8963  
ROGER P. CROTEAU & ASSOCIATES, LTD  
2810 W. Charleston Blvd., Ste. 67  
Las Vegas, Nevada 89102  
(702) 254-7775  
(702) 228-7719 (facsimile)  
croteaulaw@croteaulaw.com  
chris@croteaulaw.com  
Attorneys for Defendant Saticoy Bay LLC  
Series 10449 Forked Run.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

LEIDIANNE L. BAUTISTA and  
CONSTANTINE S. NACAR

Plaintiffs,

v.

NEVADA ASSOCIATION SERVICES,  
INC., A Nevada Corporation, SATICOY  
BAY LLC SERIES 10449 FORKED RUN, a  
Nevada Limited Liability Company, and  
DOES II-X inclusive; and ROE  
CORPORATIONS I-X, inclusive,

Defendants.

Case No: A-22-852903-C  
Dept No: 14

**ORDER DENYING EMERGENCY  
REQUEST FOR STAY OF  
REDEMPTION DATE AND  
INJUNCTION PREVENTING  
TRANSFER OF PROPERTY**

**Hearing Date: June 23, 2022  
Hearing Time: 9:00 a.m.**

The Court, having considered the request of Plaintiffs Leidianne L. Bautista and Constantine S. Nacar (“Bautista”) by and through their attorney, Joseph A. Scalia, II, Esq., and the Opposition of Defendant Saticoy Bay LLC Series 10449 Forked Run (“Saticoy”), by and through its attorneys, Roger P. Croteau & Associates, Ltd., and the appearance of Nevada Association Services, by and through its attorney of Brandon E. Wood, Esq., heard the argument of counsel on June 23, 2022.

1           **WHEREAS** the Court previously indicated it would request supplemental briefing, the  
2 Court finds that supplemental briefing on the matter is not necessary for the Court to rule, and  
3 rules upon the papers and pleadings, and documents set forth to date, and the argument of counsel.

4           **WHEREAS** pursuant to *Excellence Cmty. Mgmt. v. Gilmore*, 131 Nev. 347, 351 (2015), a  
5 decision to grant or deny a preliminary injunction is within the discretion of the court.

6           **WHEREAS** the Court applies a four fact test when deciding whether to grant injunctive  
7 relief: 1) threat of irreparable harm, 2) the interests of the parties; 3) plaintiff's likelihood of  
8 success on the merits, and 4) public interest. NRCp 65, NRS 33.010.

9           **WHEREAS** before a preliminary injunction will issue, the applicant must show (1) a  
10 likelihood of success on the merits; and (2) a reasonable probability that the non-moving party's  
11 conduct, if allowed to continue, will cause irreparable harm for which compensatory damage is an  
12 inadequate remedy. *Univ. & Cmty. Coll. Sys. of Nevada v. Nevadans for Sound Gov't*, 120 Nev.  
13 712, 721 (2004).

14           **WHEREAS** based upon this test, Bautista does not enjoy a likelihood of success on the  
15 merits.

16           **WHEREAS** Bautista's Motion seeks to allow Bautista to sell the real property located at  
17 10449 Forked Run St., Las Vegas Nevada 89178 APN 176-27-822-022 ("Property") in order to  
18 redeem pursuant to NRS 116.31166.

19           **WHEREAS** the Court notes that that the tender was not effectuated by Bautista prior to  
20 the redemption deadline of May 23, 2022, based upon the auction being held on March 24, 2022.

21           **WHEREAS** Bautista advances arguments concerning the noticing of the sale, and  
22 Saticoy's purported overbidding, Bautista has not proffered any legal authority which would give  
23 this Court a sufficient basis for finding that the notice of sale was insufficient or that Saticoy  
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1 overbid on the Property by bidding \$315,000.00.

2           **WHEREAS** Bautista argues that escrow could not close due to ROC Title placing  
3 requirements that Bautista could not meet, and that such requirements are incorrect, any arguments  
4 that Bautista has against ROC Title for being unable to close escrow are an issue between Bautista  
5 and ROC Title, and not a basis for an injunction against Saticoy or NAS.

6           **WHEREAS** the Court notes Bautista's argument concerning the equity of the matter, and  
7 that the outcome is inequitable, the Court also notes Bautista's failure to make the necessary  
8 assessment payments or redeem the Property in a timely manner.

9           **WHEREAS** Bautista argues Saticoy refused to comply with providing the redemption  
10 amounts as set for in NRS 116.3116(3), Bautista argues that said section also allows for  
11 redemption by successors in interest, such as a prospective buyer.

12           **WHEREAS** the Court also acknowledges Bautista's argument that a redemption right  
13 pursuant to NRS 116.3116 applies to homeowners, the Court does not find any supporting  
14 authority for Bautista's claim that a prospective buyer is a successor in interest entitled to  
15 redemption pursuant to section 3 of NRS 116.3116.

16           **WHEREAS** based on the above facts and lack of supporting authority, the Court finds that  
17 Bautista does not enjoy a likelihood of success on the merits.  
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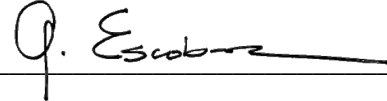
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**IT IS HEREBY ORDERED** that Bautista's Motion for Injunction Preventing Transfer of Title is hereby **DENIED**.

**IT IS FURTHER ORDERED** that Nevada Association Services, Inc., shall issue a foreclosure deed to Saticoy Bay LLC Series 10449 Forked Run pursuant to NRS 116.31166(7).

Dated this 15th day of August, 2022



**FC8 A13 0FDB 63EA**  
**Adriana Escobar**  
**District Court Judge**

Submitted by:  
ROGER P. CROTEAU & ASSOCIATES,  
LTD.  
/s/ Roger P. Croteau  
Roger P. Croteau, Esq.  
Nevada Bar No. 4958  
Christopher L. Benner, Esq.  
Nevada Bar No. 8963  
2810 West Charleston Blvd., Ste. 67  
Las Vegas, Nevada 89102  
Tel: (702) 254-7775  
Attorneys for Defendant Saticoy

Approved as to form  
NEVADA ASSOCIATION SERVICES,  
INC.  
/s/ Brandon E. Wood  
Brandon E. Wood, Esq.  
Nevada Bar No. 12900  
6625 S. Valley View Blvd., Suite 300  
Las Vegas, NV 89118  
Attorney for Nevada Association Services,  
Inc.

Approved as to form  
SENIOR COUNSEL LLC.  
/s/ Joseph Scalia  
Joseph Scalia, Esq.  
Nevada Bar No. 5123  
3355 S. Highland Drive., Suite 111  
Las Vegas, NV 89109  
Attorney for Plaintiffs Ledianne L Bautista  
and Constantine S. Nacar

**From:** [Joseph Scalia](#)  
**To:** [Chris Benner](#)  
**Cc:** [Brandon Wood](#); [Receptionist](#); [Susan Moses](#)  
**Subject:** Re: Order deny PI in 10449 Forked Run  
**Date:** Tuesday, August 9, 2022 6:09:14 PM  
**Attachments:** [112112 Senior Counsel Email Signature Joe Final Sizes-05.png](#)

---

Thank you for your patience. There a few typos but you can affix my esig and submit.

On Aug 8, 2022, at 12:07 PM, Chris Benner <[chris@croteaulaw.com](mailto:chris@croteaulaw.com)> wrote:

Thank you.

**Christopher L. Benner, Esq.**  
**Roger P. Croteau & Associates**  
**2810 Charleston Boulevard, No. 67**  
**Las Vegas, NV 89102**  
**(702) 254-7775**  
[chris@croteaulaw.com](mailto:chris@croteaulaw.com)

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**From:** Brandon Wood <[brandon@nas-inc.com](mailto:brandon@nas-inc.com)>  
**Sent:** Monday, August 8, 2022 12:06 PM  
**To:** Chris Benner <[chris@croteaulaw.com](mailto:chris@croteaulaw.com)>; Joseph Scalia <[joe@josephscalia.com](mailto:joe@josephscalia.com)>  
**Cc:** Receptionist <[receptionist@croteaulaw.com](mailto:receptionist@croteaulaw.com)>; Susan Moses <[susanm@nas-inc.com](mailto:susanm@nas-inc.com)>  
**Subject:** RE: Order deny PI in 10449 Forked Run

Chris,

No objections to the revised version. You may use my electronic signature.

Best,

**Brandon E. Wood, Esq.**

6625 S. Valley View Blvd. Suite 300  
Las Vegas, NV 89118  
702-804-8885 Office  
702-804-8887 Fax

*Our office hours are Monday – Thursday 9-5, Friday 9-4:30 and closed for lunch from 12-1 daily. There is a drop-box available for payments in front of our office during normal business hours and lunch.*

PERSONAL AND CONFIDENTIAL: Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose. This message originates from Nevada Association Services, Inc. This message and any file(s) or attachment(s) transmitted with it are confidential, intended only for the named recipient, and may contain information that is a trade secret, proprietary, or is otherwise protected against unauthorized use or disclosure. Any disclosure, distribution, copying, or use of this information by anyone other than the intended recipient, regardless of address or routing, is strictly prohibited. Personal messages express only the view of the sender and are not attributable to Nevada Association Services, Inc.

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**From:** Chris Benner <[chris@croteaulaw.com](mailto:chris@croteaulaw.com)>  
**Sent:** Friday, August 5, 2022 6:46 PM  
**To:** Joseph Scalia <[joe@josephscalia.com](mailto:joe@josephscalia.com)>; Brandon Wood <[brandon@nas-inc.com](mailto:brandon@nas-inc.com)>  
**Cc:** Receptionist <[receptionist@croteaulaw.com](mailto:receptionist@croteaulaw.com)>; Susan Moses <[susanm@nas-inc.com](mailto:susanm@nas-inc.com)>  
**Subject:** RE: Order deny PI in 10449 Forked Run

Please see attached, including both requested revisions. Please approve for e-signatures or return with redlines of any additional requested changes before 3 p.m. on August 9, 2022. Thank you.

**Christopher L. Benner, Esq.**  
**Roger P. Croteau & Associates**  
**2810 Charleston Boulevard, No. 67**

**Las Vegas, NV 89102**  
**(702) 254-7775**  
[chris@croteaulaw.com](mailto:chris@croteaulaw.com)

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Sincerely,

Joseph A. Scalia II, Esq.  
Senior Counsel LLC



Joseph A. Scalia | *Managing Director*

Tel 702.825.2627  
[joe.scalia@seniorcounsel.vegas](mailto:joe.scalia@seniorcounsel.vegas)  
[www.seniorcounsel.vegas](http://www.seniorcounsel.vegas)

3355 S. Highland Avenue  
Suite 111  
Las Vegas, NV 89109

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

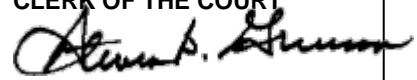
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6 Leidianne Bautista, Plaintiff(s) | CASE NO: A-22-852903-C  
7 vs. | DEPT. NO. Department 14  
8 Nevada Association Services Inc,  
9 Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order 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: 8/15/2022

15 Brandon Wood | brandon@nas-inc.com  
16 Roger Croteau | croteaulaw@croteaulaw.com  
17 Susan Moses | susanm@nas-inc.com  
18 Christopher Benner | chris@croteaulaw.com  
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ASTA  
Senior Counsel LLC  
JOSEPH A. SCALIA II Esquire  
Nevada Bar Number: 5123  
Senior Counsel, LLC  
3355 S. Highland Dr., Suite 111  
Las Vegas, NV 89109  
Phone: (702) 825-2627  
Email: joe@josephscalialla.com  
*Attorney for Plaintiffs*

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

LEIDIANNE L BAUTISTA, an individual, and	)	Case No.: A-22-852903-C
CONSTANTINE S. NACAR, an individual,	)	Dept.: 14
	)	
Plaintiffs	)	SUPREME COURT NO. : 85204
	)	
v.	)	
	)	
NEVADA ASSOCIATION SERVICES, INC., a	)	
Nevada Corporation, SATICOY BAY LLC	)	
SERIES 10449 FORKED RUN, a Nevada	)	
Limited Liability Company and	)	
DOES 2 through 10 and ROE CORPORATIONS	)	
I through X, inclusive.	)	
	)	
Defendants	)	
	)	
DOE 1, Good Faith Purchaser for value	)	
	)	
Real Party In Interest.	)	
	)	
	)	
	)	

**Case Appeal Statement**

**1. Name of appellant filing this case appeal statement:**

Leidianne L. Bautista, Constantine S. Nacar

1           **2. Judge issuing the decision judgment or Order appealed from:**

2           The Honorable Adriana Escobar. Eighth Judicial District, Clark County Nevada

3           **3. Counsel for Appellant:**

4           Joseph A. Scalia II, Esq.  
5           3355 S. Highland Drive  
6           Suite 111  
7           Las Vegas, NV 89109

8           **4. Identify each respondent and the name and address of appellate counsel, if know,**  
9 **for each respondent (if the name of the respondent's appellate counsel is unknown, indicate as**  
10 **much and provide the name and address of that respondent's trial counsel):**

11           Respondent: **NEVADA ASSOCIATION SERVICES, INC**

12             
13           **Brandon E. Wood, Esq.**  
14           6625 S. Valley View Blvd. Suite 300  
15           Las Vegas, NV 89118

16           Respondent: **SATICOY BAY LLC SERIES 10449 FORKED RUN LLC**

17           **Christopher L. Benner, Esq.**  
18           Roger P. Croteau & Associates  
19           2810 Charleston Boulevard, No. 67  
20           Las Vegas, NV 89102

21           **5. Indicate whether any attorney identified above in response to question 3 or 4 is not**  
22 **licensed to practice law in Nevada, and if so, whether the district court granted that attorney**  
23 **permission to appear under SCR 42 (attach a copy of any district court order granting such**  
24 **permission):**

25           Both counsel are licensed to practice law in Nevada

26           ///

27           ///

1           6.       **Indicate whether appellant was represented by appointment or retained counsel in**  
2 **the district court:**

3                   Retained

4           7.       **Indicate whether Respondent was represented by appointment or retained counsel**  
5 **in the district court:**

6                   Retained

7  
8           8.       **Indicate whether appellant was granted leave to proceed in forma pauperis, and**  
9 **the date of entry of the district court order granting granting such leave:**

10                  Not applicable

11           9.       **Indicate the date the proceedings commenced in District Court (e.g. date complaint**  
12 **was filed, indictment, information or petition was filed.**

13  
14           The proceeding commenced in District Court on on May 20, 2022 with a Complaint for  
15 Injunctive relief and Motion for Temporary Restraining Order on Emergency Request for Stay of  
16 Redemption Date.

17  
18           10.      **Provide a brief description of the nature of the action and result in District Court.**  
19 **including the type of judgment being appealed and relief granted by the court:**

20           Plaintiffs (Homeowners filed an action to sell her interest in the property after the HOA  
21 (Nevada Association Services Inc.) sold it at auction (for failure to pay monthly fees), but prior to the  
22 expiration of the redemption period. Saticoy Bay is the purchaser at the HOA auction.

23  
24           The Court denied the motion was denied notwithstanding an inequitable outcome as stated in  
25 the Order.

26           ///

27           ///

**11. Indicate whether the case has previously been the subject of an appeal or original Writ proceeding in the Supreme Court and, if so the caption and Supreme Court docket number.**

Not applicable

**12. Indicate whether this appeal involves child custody or visitation:**

Not applicable

**13. If this is a civil law, indicate whether this appeal involves the the possibility of settlement:**

This appeal raises an important public policy question: Can a homeowner convey her interest in a property after the HOA auction, but prior to the expiration of the redemption period to recoup her equity in the property. (Is there a right to sell the property to a bona vide purchaser during the redemption period? )

Dated this 29th day of December 2022

*Senior Counsel LLC*

/s/ Joseph A. Scalia, Esq.  
Nevada Bar 5123  
3355 S Highland Ave, Ste. 111  
Las Vegas, NV 89109  
Phone (702) 267-7811  
Attorney for Plaintiffs



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## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 29th day of December, 2022, true and correct  
copies of the foregoing *Case Appeal Statement* were served on Defendants by:

\_\_\_\_ U.S. Mail, First Class, postage prepaid to the person(s) identified below;

\_\_\_\_ Via Facsimile at the number(s) identified below

\_\_\_\_ Via Electronic mail to the person(s) identified below

  X   Via Electronic mail utilizing the Odyssey E-File and Serve system to the person(s)  
identified below as follows:

**Brandon E. Wood, Esq.**  
6625 S. Valley View Blvd. Suite 300  
Las Vegas, NV 89118  
[brandon@nas-inc.com](mailto:brandon@nas-inc.com)

**Christopher L. Benner, Esq.**  
Roger P. Croteau & Associates  
2810 Charleston Boulevard, No. 67  
Las Vegas, NV 89102  
[chris@croteaulaw.com](mailto:chris@croteaulaw.com)

and all other addresses registered in Odyssey

/s/ Joseph Scalia  
Senior Counsel LLC.