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Elizabeth A. Brown  
Clerk of Supreme Court

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

LEIDIANNE L BAUTISTA, an individual  
and CONSTANTINE S. NACAR, an  
individual,

**APPELLANTS**

v.

ROC TITLE, LLC, a Nevada Limited  
Liability Company, NEVADA  
ASSOCIATION SERVICES, INC., a  
Nevada Corporation, SATICOY BAY  
LLC SERIES 10449 FORKED RUN, a  
Nevada Limited Liability Company and  
DOES 1 through 10 and ROE  
CORPORATIONS I  
through X, inclusive.

**RESPONDENTS**

SC Case No. 85204

Dist Ct. Case No.: A-22-852903-C

**APPELLANTS' APPENDIX**

JOSEPH SCALIA Nevada Bar Number: 5123 Senior Counsel, LLC 3355 S. Highland Dr., Suite 111 Las Vegas, NV 89109	Susan Moses – Susan@nas-inc.com  Brandon Wood - brandon@nas-inc.com  Counsel for Nevada Association Services
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Phone: (702) 440-8000 Email: joe@josephscalialaw.com <i>Attorney for Plaintiffs</i>	Christopher Benner – Chris@croteaulaw.com Roger P. Croteau –croteaulaw@corteaulaw.com Counsel for Saticoy Bay LLC Series 10449 Forked Run
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The following documents comprise the Appellants' Appendix.

Description	Bates Number
Complaint For Injunctive Relief, Declaratory Relief, Unjust Enrichment	AA-000001 – AA-000011
Ex-Parte – Emergency Request for Stay of Redemption Date and Injunction Preventing Transfer of Title	AA-000012 – AA-000017
Notice of Appeal	AA-000080 – AA-000082
Notice of Entry of Order Denying Emergency Stay of Redemption Date and Injunction Preventing Transfer of Property.	AA-000069 – AA-000079
Opposition to Ex Parte Emergency Request for Stay of Redemption Date and Injunction Preventing Transfer of Property	AA-000021 – AA-000046
Order	AA-000018 – AA-000020
Order Denying Emergency Request For Stay Of Redemption Date and Injunction Preventing Transfer of Property	AA-000062 – AA-000068
Recorders Transcript of Proceedings Re: Preliminary Injunction Hearing	AA-000083 – AA-000102
Reply To Opposition	AA-000047 – AA-000061

Dated this 28<sup>th</sup> day of August, 2023

/s/ Joseph A. Scalia, Esq.  
Nevada Bar 5123  
3355 S Highland Ave, Ste 111  
Las Vegas, NV 89109  
Attorney for Appellants

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Senior Counsel, LLC and on the 28<sup>th</sup> day of August, 2023, I served a true and correct copy of the above and foregoing Appellants's Appendix by the method or methods indicated below:

Via Eflex:

Susan Moses – Susan@nas-inc.com

Brandon Wood - brandon@nas-inc.om

Counsel for Nevada Association Services

Christopher Benner – Chris@croteaulaw.com

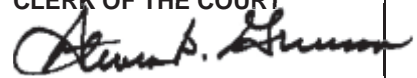
Roger P. Croteau – croteaulaw@corteaulaw.com

Counsel for Saticoy Bay LLC Series 10449 Forked Run

Dated: August 28, 2023

/s/ Joseph A. Scalia, Esq.

Employee of Senior Counsel, LLC



1 **COMP**

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9 Attorney for Plaintiffs

CASE NO: A-22-852903-C  
Department 14

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

JOSEPH SCALIA  
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*Attorney for Plaintiffs*

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

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

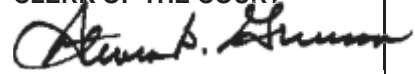
**INITIAL APPEARANCE FEE DISCLOSURE**

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

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

DATED this 11th day of May, 2022

/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@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, )

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

12 DATED this 19<sup>th</sup> of May, 2022.  
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  
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22  
23  
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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

**COMP**

**JOSEPH SCALIA**

Nevada Bar Number: 5123

Senior Counsel, LLC

3355 S. Highland Dr., Suite 111

Las Vegas, NV 89109

Phone: (702) 440-8000

Email: joe@josephscaliallc.com

*Attorney for Plaintiffs*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

LEIDIANNE L BAUTISTA, an individual, and  
CONSTANTINE S. NACAR, an individual,

Plaintiffs

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

) Case No.: A-22-852903-C

) Dept.: XIV

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**TEMPORARY RESTRAINING ORDER  
ON EMERGENCY REQUEST FOR  
STAY OF REDEMPTION DATE**

**ORDER**

THIS MATTER CAME before the court on Plaintiff's *EMERGENCY REQUEST FOR STAY OF REDEMPTION DATE*. The court, having reviewed the request and the declaration of Joseph Scalia finds good cause to order as follows:

**THE COURT FINDS PLAINTIFF** will suffer irreparable harm if the property title transfers on May 23, 2022 without an opportunity for this court to rule on Plaintiff's Complaint for Injunction, Declaratory Relief and Unjust Enrichment as real property is unique and Plaintiffs will lose \$150,000

1 in equity in the property over a HOA lien of less than \$8,000.

2 THE COURT FINDS Plaintiff's counsel's declaration states he gave notice Defendants that the  
3 ex-parte was being filed but there is insufficient time to properly notice Defendants due to the existing  
4 deadline for the redemption. Therefore:

5 **IT IS HEREBY ORDERED** that the trustee, NEVADA ASSOCIATION SERVICES, INC., is  
6 temporarily restrained from transferring title to 10449 Forked Run St., Las Vegas, NV 89178, APN  
7 176-27-822-022 to Defendant Saticoy Bay pending further hearing as stated below.

9 **IT IS FURTHER ORDERED** that the time to redeem the property pursuant to NRS  
10 116.31166 is stayed pending further hearing.

11 ~~**IT IS FURTHER ORDERED** that this order was issued on \_\_\_\_\_ at \_\_\_\_\_.~~

12  
13 **IT IS FURTHER ORDERED** that a hearing on a Preliminary Injunction is set for the 2nd  
14 day of June, 2022 at 10:00 a.m./p.m. in the above referenced department.

15 **IT IS FURTHER ORDERED** that service of this Temporary Restraining Order must be  
16 served by Plaintiff pursuant to the Nevada Rules of Civil Procedure on or before the 24th day of May,  
17 2022.

18  
19 This Order expires on the 3rd day of June, 2022 at 12:00 ~~a.m.~~/p.m. unless  
20 otherwise extended by the court.

Dated this 20th day of May, 2022

21  
22   
23 \_\_\_\_\_

24 Respectfully Submitted by:

25 /s/ Joseph A. Scalia, Esq.  
26 Nevada Bar 5123  
27 3355 S Highland Ave, Ste 111  
28 Las Vegas, NV 89109  
Phone (702) 267-7811  
Attorney for Plaintiffs

14A 942 DAA3 1627  
Michael Cherry  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 Leidianne Bautista, Plaintiff(s)

CASE NO: A-22-852903-C

7 vs.

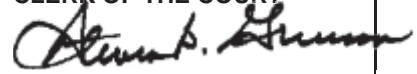
DEPT. NO. Department 14

8 Nevada Association Services Inc,  
9 Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 Electronic service was attempted through the Eighth Judicial District Court's  
13 electronic filing system, but there were no registered users on the case. The filer has been  
14 notified to serve all parties by traditional means.

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AA-000020



**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.

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<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

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<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.

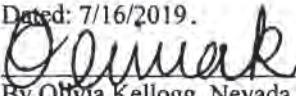
The owner(s) of record as reflected on the public record as of today's date is (are): Leidianne L. Bautista and Constantine S. Nacar

\*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.



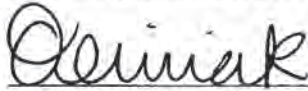
TS Number: N83663

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



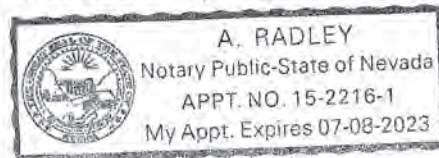
By: Heather Oliver on behalf of Nevada Association Services, Inc., as agent for Quintessa II at Mountain's Edge Homeowners' Association

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:

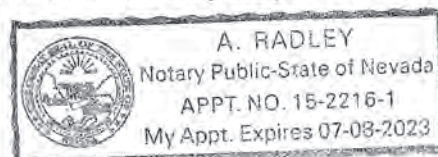
  
Brandon E. Wood, Esq., on behalf of Nevada Association Services, Inc., as agent for Quintessa II at  
Mountain's Edge Homeowners' Association

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 (Seal)  
A Radley, Notary Public



# 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

Page 1 of 3






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:

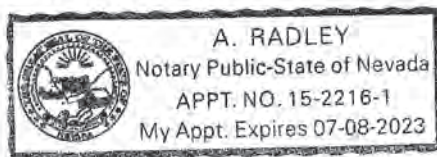
  
Brandon E. Wood, Esq. on behalf of Nevada Association  
Services, Inc. as agent for Quintessa II at Mountain's Edge  
Homeowners' Association

STATE OF NEVADA  
COUNTY OF CLARK

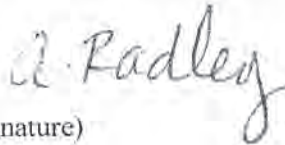
On March 25, 2022, before me, A Radley, personally appeared Brandon E. Wood, Esq. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity,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





**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)



**RELY**  
JOSEPH SCALIA  
Nevada Bar Number: 5123  
Senior Counsel, LLC  
3355 S. Highland Dr., Suite 111  
Las Vegas, NV 89109  
Phone: (702) 825-2627  
Email: joe@josephscaliallc.com  
*Attorney for Plaintiffs*

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

LEIDIANNE L BAUTISTA, an individual, and	)	Case No.: 22-A-852903-3
CONSTANTINE S. NACAR, an individual,	)	Dept.: 14
	)	
Plaintiffs	)	
	)	
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.	)	
	)	
	)	
	)	

**REPLY TO OPPOSITION**

Plaintiffs and each of them, by and through their attorney of record, JOSEPH A. SCALIA II, ESQ., of SENIOR COUNSEL LLC, files a reply to the Opposition on file herein. Defendant 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 / \_\_\_\_\_

AA-000050



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 / \_\_\_\_\_ / \_\_\_\_\_

AA-000053



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: ULB / 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 Seller's Signature Leidiannae L Bautista Printed Name: Leidiannae L Bautista  
18  
19 Phone \_\_\_\_\_ E-Mail \_\_\_\_\_ Address 10449 Forked Run St Las Vegas NV 89178-4049  
20  
21  
22

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

AA-000057

**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  
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

AA-000060



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



*Heather S. Hume*  
CLERK OF THE COURT

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  
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9           **WHEREAS** before a preliminary injunction will issue, the applicant must show (1) a  
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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  
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21           **WHEREAS** Bautista advances arguments concerning the noticing of the sale, and  
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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.  
18

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• 2810 West Charleston Blvd, Suite 67 • Las Vegas, Nevada 89102 •  
Telephone: (702) 254-7775 • Facsimile (702) 228-7719

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

AA-000065

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.*

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---

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**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**

AA-000066

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

AA-000067



1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4		
5		
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**

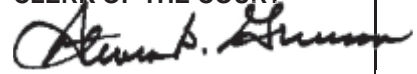
12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

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

19  
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AA-000068



1 **NEOJ**  
2 **ROGER P. CROTEAU, ESQ.**  
3 Nevada Bar No. 4958  
4 **CHRISTOPHER L. BENNER, ESQ.**  
5 Nevada Bar No. 8963  
6 **ROGER P. CROTEAU & ASSOCIATES, LTD.**  
7 2810 W. Charleston Blvd., Ste. 67  
8 Las Vegas, Nevada 89102  
9 (702) 254-7775  
10 (702) 228-7719 (facsimile)  
11 croteaulaw@croteaulaw.com  
12 chris@croteaulaw.com  
13 *Attorneys for Defendant SATICOY BAY LLC*  
14 *SERIES 10449 FORKED RUN*

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 \*\*\*\*\*

13 LEIDIANNE L. BAUTISTA and  
14 CONSTANTINE S. NACAR

15 Plaintiffs,

16 v.

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

23 Defendants.

Case No: A-22-852903-C

Dept No: 14

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

24 ///

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

1 PLEASE TAKE NOTICE that an **ORDER DENYING EMERGENCY REQUEST FOR**  
2 **STAY OF REDEMPTION DATE AND INJUNCTION PREVENTING TRANSFER OF**  
3 **PROPERTY** was entered in the above-entitled action on August 15th, 2022, a copy of which is  
4 attached hereto.  
5

6  
7 DATED this 15th day of August, 2022.

8 **ROGER P. CROTEAU & ASSOCIATES, LTD.**

9 By: /s/ Roger P. Croteau

10 ROGER P. CROTEAU, ESQ

11 Nevada Bar No. 4958

12 2810 W. Charleston Blvd., Ste. 67

13 Las Vegas, Nevada 89102

14 (702) 254-7775

15 *Attorneys for Defendant SATICOY BAY LLC*

16 *SERIES 10449 FORKED RUN*  
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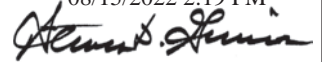
**CERTIFICATE OF SERVICE**

I hereby certify that on August 15th, 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 A

EXHIBIT A

  
CLERK OF THE COURT

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

**ORDR**

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Nevada Bar No. 4958  
CHRISTOPHER L. BENNER, ESQ.  
Nevada Bar No. 8963  
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croteaulaw@croteaulaw.com  
chris@croteaulaw.com  
Attorneys for Defendant Saticoy Bay LLC  
Series 10449 Forked Run.

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CLARK COUNTY, NEVADA**

LEIDIANNE L. BAUTISTA and  
CONSTANTINE S. NACAR

Plaintiffs,

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

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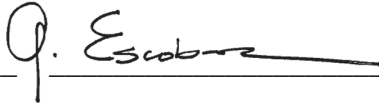
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27 \\\

28

**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**

<p>Submitted by: <b>ROGER P. CROTEAU &amp; ASSOCIATES, LTD.</b> <u>/s/ Roger P. Croteau</u> 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</p>	<p>Approved as to form <b>NEVADA ASSOCIATION SERVICES, INC.</b> <u>/s/ Brandon E. Wood</u> 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.</p>
<p>Approved as to form <b>SENIOR COUNSEL LLC.</b> <u>/s/ Joseph Scalia</u> 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</p>	

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](#)

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Thank you.

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**Roger P. Croteau & Associates**  
**2810 Charleston Boulevard, No. 67**  
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**(702) 254-7775**  
[chris@croteaulaw.com](mailto:chris@croteaulaw.com)

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**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

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**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**

AA-000077

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

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Sincerely,

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AA-000078

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

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5		
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**

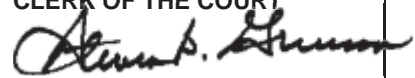
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10 **EIGHTH JUDICIAL DISTRICT COURT**

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  
NOTICE is hereby given that Plaintiffs Leidianne L. Bautista and Constantine S. Nacar hereby  
appeal, pursuant to Nevada Rules of Appellate Procedure 3, 3A(b)(3) and 4, the Order Denying  
Preliminary Injunction – Forked Run entered on August 15, 2022.

///

1 This appeal is to the Court of Appeals pursuant to NRAP 17(b)(12).

2 DATED this 16<sup>th</sup> of August, 2022.

3  
4 /s/ Joseph A. Scalia, Esq.  
5 Nevada Bar 5123  
6 3355 S Highland Ave, Ste 111  
7 Las Vegas, NV 89109  
8 Phone (702) 267-7811  
9 Attorney for Plaintiffs  
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**CERTIFICATE OF SERVICE**

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, true  
and correct copies of the foregoing *Notice of Appeal* were served on Defendants by:

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

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Counsel for Saticoy Bay LLC Series 10449 Forked Run

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

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DEPT. NO: XIV

1 **Las Vegas, Nevada; Thursday, June 23, 2022**

2 [Proceedings commenced at 11:51 a.m.]

3  
4 THE COURT: All right. Page 10 is Leidianne Bautista versus  
5 Nevada Association Services Inc. Let's start with Plaintiff's Counsel,  
6 your appearances for the record, please.

7 MR. SCALIA: Good morning, Your Honor. Joseph Scalia,  
8 5123, on behalf of the Plaintiff, Leidianne Bautista and Mr. Constantine  
9 Nacar.

10 THE COURT: Okay. Very good. And I know I've -- I asked  
11 them to call this case a little bit later or last, actually, because I think  
12 some of these issues are very -- well, they're -- let's just go ahead. For  
13 the Defendants?

14 MR. BENNER: Christopher Benner for Saticoy Bay.

15 THE COURT: Okay, Mr. Benner. All right.

16 This is a hearing for preliminary injunction. And I've reviewed  
17 this several times. And I'd like to hear -- I'd like to hear argument on  
18 this. I have a settlement conference that starts at 1:30, so I don't have a  
19 tremendous amount of time. But I would like to hear argument on this  
20 because -- I'm going to tell you right now, I'm going to order a stay until  
21 two weeks from now so that I have a chance to take a closer look at this.  
22 Because, you know, I've lived through all of the NRS 116's and -- but  
23 this is a bit different -- a little bit different. So I'd like to go -- go ahead  
24 and hear this from -- please proceed.

25 MR. SCALIA: Your Honor, before we start, Mr. Brandon

1 Wood is also the Defense Counsel for Nevada Association. I'm not sure  
2 -- it looks like he's on but muted. We might want to see if we can send  
3 him a text or a chat or something. I know he's there; he's been there all  
4 morning.

5 THE COURT: Mr. Wood, -- yes. I know it's taken a long time.  
6 Mr. Wood are you there? You're muted. Okay. Are you there now?  
7 Okay. All right. Go on. So I'd like to hear from [indiscernible -- audio  
8 distortion] on this.

9 MR. SCALIA: All right, Your Honor. [Indiscernible -- audio  
10 interference] on this is kind of hard to believe, but this case actually  
11 makes the rest of the calendar -- this case is actually interesting in a  
12 way.

13 Number one, and I'm going to be very brief.

14 THE COURT: Well, it's actually -- I've never had this type of  
15 case before me. I've had every --

16 MR. SCALIA: It's very interesting.

17 THE COURT: -- every variation that you can think of on NRS  
18 16, but this is a little bit different than the others.

19 MR. SCALIA: It is. And I'll be -- I'll be brief, Your Honor. It  
20 doesn't take a lot of words to boil this thing. It's not particularly  
21 complicated.

22 And what the statute really does is, it basically sets forth -- it's  
23 designed to allow the creditor, the HOA, to impose a lien and enforce it.  
24 That's what it's there to do. And in that thing is what we'll call a money  
25 waterfall if you will. And it's the same concept that occurs in every other

1 area of the law. Bankruptcy is a fight over who has priority. Probate  
2 estate matters is a fight over who has priorities. You know, secured  
3 versus unsecured; who's the lien; who's the primary. So it's pretty much  
4 -- it's not complicated conceptually. The purpose of the statute is to  
5 make sure that the HOA can put on a lien and enforce its lien.

6 And now there's a fight between, you know, between secured  
7 creditors, purchase money, and ELOC's. And, you know, purchase  
8 money has priority unless there's a -- they had to spend money to, you  
9 know, abate a water issue, but generally the concept is the same  
10 concept that applies in every area of the law.

11 So this is really the question in a nutshell: Can a person who  
12 has equity in the house, they have equity -- there's no doubt she has  
13 equity but no liquidity, sell the house prior to the end of the redemption  
14 period. And that concept of the law has existed going way back. I'm not  
15 even going to get into it, but that is the basis of Bankruptcy Court.  
16 Bankruptcy Court sells assets to pay debtors. That's really what they  
17 do.

18 In this particular case, I think my reply pretty much boils it  
19 down. Number one, the Defendant, Saticoy Bay, did not, technically,  
20 purchase the property. What they purchased, what we call either an  
21 option or a springing interest. And this occurs and all kinds of  
22 complicated financial transactions. When they build an office building,  
23 no one's building the office building in cash. Banks are putting up  
24 money. Pension funds are putting up money. There's mezzanine loans.  
25 And if this goes south, these parties have various different interests



1 which spring or come to life. In this particular case, Saticoy Bay has an  
2 interest subject to Bautista and Nacar's right to redeem. I think we all  
3 agree with that.

4 The next question is, can they sell that interest? And there's  
5 two ways they can do that. In this particular case, there's \$160,000  
6 above what the -- Saticoy Bay purchased the property for. And I'm sure  
7 Mr. Wood will tell you, or I'm sure most of these things are sold for, say  
8 between, \$30,000 to \$70,000. And the way the statute is written, one  
9 percent of 30,000 would be \$300 a month. So two months of the  
10 redemption amount would be \$600 plus fees. If its \$50,000, say that  
11 someone purchased that at HOA auction, it would be \$500 plus fees.

12 When Saticoy Bay pays \$350,000, what it really does, Your  
13 Honor, is expands the pool of people who become illiquid. So say the  
14 HOA lien or the auction was purchased, say for, \$50,000. Two months,  
15 it's \$1,000 plus fees. You could redeem that for say, less than \$2,000.  
16 When Saticoy Bay or anybody else purchased this at such a high rate,  
17 the redemption amount goes from, say \$300 to \$3,000. And what it  
18 does, it expands the number of people who don't have access to  
19 liquidity.

20 And there are a lot of reasons why people don't have access  
21 to liquidity. They may have credit issues. They may have erratic work  
22 histories. They might have -- they might be senior citizens on fixed  
23 income. They might've bought their house in 1985 for \$100,000, and  
24 today it's worth 900,000; but they're on social security. They don't have  
25 the liquidity it takes to redeem it in cash. But that doesn't mean they

1 can't redeem it because they can sell the redemption price. I can say,  
2 hey, Mr. Jones, you know you don't have a lot of equity in this particular  
3 case, I'm gonna kick you the \$10,000; you will sign the property over to  
4 me. And then Saticoy Bay would have to accept that money in cash.

5 What this case is really about is, if you are not liquid, does that  
6 mean that this HOA statute now turns into a fire-market sale statute for  
7 people who buy these things at auction. Let's just say Saticoy Bay didn't  
8 pay 300. Say they paid 50. Does that mean that now the homeowner is  
9 going to lose all of their equity because somebody picked it up? That is  
10 not what the intent of the legislature was. And there is no remedy  
11 according to the statute.

12 So what this really is, there's no prohibition of anyone's ability  
13 to sell their property ever in America. The alienation clause and the  
14 ability to sell property, is what is the basis of a free market society. If  
15 that is not allowed, then what that does is, we tell people with one arm  
16 on your forehead you can't sell it. But with the other hand, we say, but  
17 you can buy it below market value. And as a result, you can turn around  
18 and sell it for 470 and enjoy the benefits of all this equity which may  
19 have been stacking up for over 10, 20, 30 years. That's not what this  
20 statute is about. This statute is not a redistribution of property.

21 This statute is to make sure the HOA gets paid. That's what  
22 this is about. And however the HOA gets paid, either through the  
23 redemption process or the auction, that's all they care about. Was it  
24 sold? And the clock starts. If there's equity, the homeowner should be  
25 able to sell to their -- his or her successor in interest, their interest in the

1 property. And as long as that property was sold and closes, and the  
2 purchaser at the HOA auction, in this case Saticoy Bay, gets their  
3 money which is 12 percent interest. That's what the statute had done --  
4 plus fees and costs. That's the purpose. That is what Saticoy Bay, or  
5 any other purchaser, is entitled to. They are entitled to one percent on  
6 their money. That's what it is. Why? Because that's what the legislative  
7 intent was, to allow the HOA's to get paid.

8           It is not the legislative intent to say, oh by the way, you know,  
9 there's this little market mechanism. If you rack this price up, you're  
10 going to increase the number of people who are illiquid and can't  
11 redeem the property. That's what this is all about. It's a very simple  
12 question. And despite all of the verbosity of the statute, it's a very  
13 simple question. Can a person who lost their house at an HOA auction  
14 sell the property within the redemption period so as to reclaim their  
15 equity, pay off all their debtors, and pay off all their liens and payoff the  
16 sewer guy and the water guy and escape from debt? That's what every  
17 statutory scheme, which distributes money, allows people to do. I've  
18 done a lot of bankruptcy. It's the fight -- first and second priority  
19 unsecured creditors, you know, reaffirmation. That's what the fight is all  
20 about.

21           To interpret the statute the way Saticoy Bay wants us --  
22 basically, they say, hey, you know, you don't have a right to sell your  
23 property to pay off your debts. Which is the complete converse of every  
24 other area of the law in which we have debtors and creditors. That  
25 has -- how it's always been. You sell it, the creditor -- the debtor sells

1 the property or sells the asset, pays off all the creditors, and they walk  
2 away with anything if there's anything left.

3 Now, this mechanism may change. Say there was no equity.  
4 If there was no equity or negative equity, then the homeowner can say,  
5 hey, there is no equity. And Saticoy Bay, well, they say, hey, there is no  
6 equity. I paid \$20,000 for this house. Fine, maybe it will appreciate or  
7 whatever, but that's a whole different financial analysis. But I'm really  
8 interested, today, in the legal analysis. Does a homeowner have a right  
9 to sell their property to pay off the debtors and to recoup their equity if  
10 there is any, or is this mechanism designed to basically punish a  
11 homeowner who's illiquid.

12 Now, there may be people out there who can borrow money  
13 from their father or their mother or their aunt or their uncle, and they  
14 don't have this problem. But to say a senior citizen on a fixed income or  
15 someone with erratic work history whose house has now, due to this  
16 market crash, the substantial equity -- the legislative intent is not to let  
17 them lose this equity to the benefit of a purchaser at a HOA auction.  
18 That's not the purpose. The only thing the HOA auction wanted was its  
19 \$8,000 which was originally from \$370 or so. So the HOA got paid.  
20 That was the purpose of the statute. Now the homeowner can, at that  
21 point, pay off the rest of her debts by selling the property and/or  
22 assigning their interest. It's that simple, Your Honor.

23 All the complexity of all of this is very simple question. Can a  
24 homeowner sell the property prior to the redemption period to pay off the  
25 one percent that the purchaser is entitled to and the HOA and walk

1 away? That's -- it's that simple. And I don't think I have to beat a dead  
2 horse. I think Your Honor has it.

3 THE COURT: Thank you, Counsel -- Mr. Scalia.

4 I'd like to hear from Mr. Benner, please.

5 MR. BENNER: Good morning, Your Honor.

6 THE COURT: Good morning.

7 MR. BENNER: Christopher Benner for Saticoy Bay.

8 So a few points raised by opposing counsel that we can agree  
9 with is, yes, there is a right to redeem. And it appears that, yes, he got  
10 the amount of the bidding correct the 315,000. In our opposition, we  
11 analyze the amount -- the amount that it would actually take to pay off  
12 the one percent or the two percent. However, he raises a variety of  
13 other points and tries to -- tries to create where this is some sort of  
14 limitation on the [indiscernible -- audio distortion] lien which it's inherently  
15 problematic.

16 For one, this sale only occurred after a variety of notices were  
17 sent out regarding the HOA lien. Now, I notice that there is apparently a  
18 resolution with Nevada Association Services. But throughout the  
19 complaint, they say, well, we didn't receive notice of the sale. I find that  
20 somewhat difficult to believe in that the HOA assessments are usually  
21 paid monthly or quarterly depending on the situation. So it would seem  
22 to appear that a person would know when they were paying the HOA  
23 assessments or not. And we can address at some future time if they  
24 want to go into the analysis of whether the notices of sale were accepted  
25 or mailed out, but we can address that with Nevada Association

1 Services.

2           However, ultimately the right of redemption only springs after  
3 there's been a sale. The time period under that is 60 days. So if an  
4 individual knows that they've been falling behind on the association  
5 obligations, then the time to begin selling the house to address any issue  
6 is not the time that after the HOA foreclosure has occurred and the right  
7 of redemption has put a 60-day time limit on your ability to do so. And  
8 that really is what the -- what this complaint and what this request for  
9 TRO seems to be aiming for. It's an effort to allow, or more correctly,  
10 force a title company to address the underlying real estate sales  
11 scheme. As addressed in our opposition, and even as brought forth in  
12 the original motion and the complaint, the real estate title company  
13 seems to be hesitant or seems to straight out deny the ability to proceed  
14 with the sale. And really, opposing counsel's asking this Court to bless  
15 or even mandate that the sale take place.

16           [Indiscernible] additional points. Regarding the claim that  
17 Saticoy Bay has increased the bidding, once again, that's actually a  
18 factual claim that we could address fairly accurately from Nevada  
19 Association Services or more likely their agents' records regarding the  
20 bidding process; how many bids were set forth. Essentially, there's no  
21 requirement that the parties at a mandatory foreclosure sale simply stop  
22 bidding at some point. If the property gets up to 315,000, -- and I will  
23 represent that my client's unlikely to make large increases in their  
24 bidding price. Saticoy Bay's appeared before this Court and many other  
25 Courts many other times, and does not overbid on properties. I think

1 that's one accusation that can't be fairly made.

2           The fact that the bidding price got up to 315,000 only  
3 illustrates the real estate market in the valley. Goes back to the initial  
4 point that, essentially, the time to start any type of a sale if you can't  
5 afford a property, is not on the 30<sup>th</sup> day or 45<sup>th</sup> day or whatever day of  
6 the redemption period following the sale of the property. So the  
7 arguments that this is a dichotomy -- that either the statute allows for a  
8 stay in order to allow borrowers to obtain the equity in their property  
9 because if not it would be a limitation on the alienation of the property, is  
10 a red herring. Really, this is -- this is an individual who [indiscernible --  
11 audio distortion] just as opposing counsel stated this is to ensure that  
12 HOA's receive their payment and that, essentially, that the HOA's can  
13 continue to function.

14           A few final points. Once again, there's a right to redemption  
15 that are based on opposing counsel's complaint and motion and the  
16 involvement of the title company. There seems to be another interested  
17 party, i.e., the lender on the properties. That lender is also able to go  
18 ahead and redeem, under the property, the first deed of trust holder in  
19 order to protect their interest in the property from, essentially, being lost  
20 by the borrower. The -- I will represent to the Court that most lenders  
21 are interested in preventing the loss of their first deed of trust interest on  
22 a property. That's a fairly realistic position.

23           And so once again, opposing Counsel's argument that only if  
24 the bidding increases, that only parties that have a rich uncle or have  
25 access to additional money can redeem the property. They also take



1 into account working with the lender to be able to actually address the  
2 situation which addresses both of their concerns. So to argue that, well,  
3 the statute's written in such a way that only the well heeled can only  
4 address it, it lacks support and simply indicates a lack of willingness to  
5 work with another interested party.

6 And finally, as to the additional claims that there's some form  
7 of nefarious conduct in -- to that, once again, with the increase in bidding  
8 that can -- that's a factual -- that's a factual issue that can be addressed.  
9 The point of Saticoy Bay here is, simply, the statute is actually very  
10 clear. Sixty days. There is no exception for the ability to recoup  
11 [indiscernible] something along those lines. And essentially this is a  
12 problem of the borrowers own creation by failing to address a lien on the  
13 property and failing to actually communicate, apparently, with the HOA  
14 and possibly with their lender to address the situation.

15 Limiting Saticoy Bay's ability to pursue their interest -- and I  
16 understand opposing counsel's argument that there's a variety of  
17 interest created. But the statute lays that out, actually, fairly clearly  
18 which parties -- what the rights of the parties are, i.e., to a certain  
19 percentage of interest; one percent if it's one month; two percent if it's  
20 two months, and any amounts preserving the property essentially. The  
21 statute actually lays all of those issues out there clearly, and by the  
22 same token does not create any openings for a possible extension.  
23 Simply put, and as set forth in our opposition, the borrower doesn't have  
24 to come up with the full amount for the payoff of the lien. They simply  
25 need to come up with the amount that addresses that one, two percent

1 and the actual underlying lien by the HOA. That's addressed by the  
2 Supreme Court law and cited in Page 5 of our opposition; Saticoy Bay  
3 versus Nevada Association Services.

4 So the fact of the matter is, is that there are a number of  
5 options that were available that do not include requiring this Court to  
6 force a real estate sale as Plaintiff requests. And unless Your Honor has  
7 any questions, I'll leave to Mr. Woods if he's joined, or address any other  
8 questions.

9 MR. WOOD: Your Honor, Brandon Wood on behalf of  
10 Nevada Association Services. Our position is that we are merely a third  
11 party uninterested in this necessary transaction. We have the obligation  
12 to issue a deed once the redemption period has expired. Mr. Scalia has  
13 obtained a restraining order from us issuing that deed. We will be bound  
14 by whatever the Court orders. We've entered a stipulated non-monetary  
15 judgement just so we can be -- so we can follow the -- or follow any  
16 order from the Court and [indiscernible] discovery necessary --

17 THE COURT: Mr. Wood, Mr. Wood, Mr. Wood. I'm sorry to --  
18 I'm just trying to get your attention. You're talking so quickly, I can't  
19 process what you're saying. Could you just slow down a little bit?

20 MR. WOOD: Absolutely. Basically, we are part of this case  
21 because we are in charge of issuing the deed once the redemption  
22 period has expired. We've previously entered a stipulated non-monetary  
23 judgment with Plaintiff's Counsel stating that we will follow any court  
24 order that is issued. We will comply with any discovery requests that are  
25 propounded. And we don't take any position as to the right of

1 redemption.

2 Obviously, my legal analysis would be that there is a right of  
3 redemption. And, you know, Mr. Scalia's arguments are well stated in  
4 his briefing. I believe that Mr. Benner's arguments are well founded as  
5 well. The question that the Court -- that is up to the Court to determine  
6 is, whether or not there is a right to, during the redemption period, to  
7 utilize the property for sale and force the title company to accept this  
8 position that they are enabled to sell while there's a certificate of sale on  
9 the property. We -- as I stated, we don't -- we are an uninterested third  
10 party. We hold the excess proceeds until such time as the Court rules  
11 on this or until such time that the [indiscernible -- audio distortion]  
12 expired and redemption has either been made or not been made. We --  
13 with that, I don't have any other input for the Court at this time.

14 THE COURT: Okay. Thank you.

15 Mr. Scalia.

16 MR. SCALIA: Yeah. I'll be brief, Your Honor.

17 Number one, opposing counsel, basically, made four points.  
18 He says, number one, the homeowner had all this notice. Okay. Let's  
19 assume that the homeowner had all this notice and everything was  
20 noticed properly; let's assume that. The statute is not designed to be  
21 punitive. The statute doesn't say -- the statute's designed to have  
22 Nevada Association collect \$7,000. That's the purpose of the statute.  
23 So to say, well, they got -- so their interpretation is hey, you snooze you  
24 lose grandma. You don't have the \$9,000 to pay Saticoy Bay; you're  
25 losing your house and all \$200,000.

1           Number two, the bidding price is irrelevant. Whether it's 315  
2 or 30,000 or half-a-million, it doesn't matter. And the reason it doesn't  
3 matter is because we're not trying to force anybody to do anything. The  
4 problem is, oh, well, they're forcing the title company -- there is no  
5 guidance. Title companies don't know. I would suggest opposing  
6 counsel doesn't know. Mr. Woods doesn't know. Because no one has  
7 come up with this. As you know, title companies are always  
8 [indiscernible] getting sued. They are not going to stick their head out  
9 and decide, oh yeah, we're gonna close this deal.

10           So what we have, and I think Mr. Woods and opposing  
11 counsel has concluded this, there is no clear guidance if a person can  
12 sell the property during the redemption period to pay off the creditors  
13 and recoup any equity. That's really -- the question's really -- really a  
14 legal issue.

15           Number four, he said, well, you know, the homeowner can  
16 work with the lender, the purchase money or the first creditor. The bank  
17 isn't obligated to do anything. We can't say, well, you can work with  
18 your mortgage company. If you've ever dealt with a mortgage company,  
19 Wells Fargo or any of these big mortgage companies, good luck. Good  
20 luck getting someone on the phone, number one. Number two, they  
21 have no legal duty or legal obligation to do anything. They're not  
22 required. So they say, well, you know, we're gonna rely on the banks  
23 efficiency and good nature to help this person out. That's not,  
24 interesting argument, that's not how the real world works. Half of the  
25 banks aren't even aware of this. They don't know, they don't have



1 mechanisms in place because it's kind of unique to Nevada. So, you  
2 know, so that's it.

3 So I would wrap it up like this. The statute is not intended to  
4 be punitive. We don't have poor houses anymore. If there's equity in  
5 the property from the time -- assuming there's notice, and there's a lot of  
6 reasons I believe no notice -- they have mental health issues, they have  
7 health issues, they go through divorces, there's a million reasons why  
8 people don't respond to notices properly. That being said, if they  
9 completely blow it, the statute is not designed to be punitive.

10 THE COURT: I'm sorry. What did you just say? You first  
11 talked about notice and mental health and gave some examples --

12 MR. SCALIA: What I was saying Your Honor, well --

13 THE COURT: -- of them. No. No. I just wanted to hear your  
14 next thought again -- over again. The last one.

15 MR. SCALIA: Was that -- it's not designed to be punitive.  
16 There are a lot of reasons why people may not respond properly.  
17 There's a lot of reasons. They may have health issues. They may be  
18 going through divorces. They may be --

19 THE COURT: No. I heard that part. I heard part  
20 [indiscernible -- audio distortion].

21 MR. SCALIA: Okay. So the second part is, assuming that  
22 they blow the notice, the statute is not designed to be punitive. Mister --  
23 opposing counsel interpret [sic] is, well, hey, they blew the notice. Now  
24 you're going to lose all your equity. That's not the intention. Let's -- and  
25 just to show Your Honor how inequitable it is, let's presume that Saticoy

1 Bay didn't pay 315 but they only paid 30. And my client still doesn't  
2 have the money -- the liquidity to redeem it. So their argument is, wait a  
3 minute here, this house is worth 470. We paid 30. The HOA gets 7 of  
4 that 30, and we get the house. That makes no sense to me. We get the  
5 house for \$470,000 because we paid the HOA 30,000. It's not  
6 equitable.

7 And we have all these equitable arguments we didn't get into.  
8 That's not the interpretation of the statute. We don't have punitive debt  
9 collection laws. We don't. And that's what Saticoy Bay is trying to  
10 suggest. Hey, well, you know, you blew the notice. Number two, you  
11 know, they have to work with their bank. You know, that's not -- and  
12 we're trying to force people to do things. The title companies don't know  
13 what to do because nobody knows. The statute doesn't say anything.

14 What the statute does say, which supports my argument, is  
15 that the successor in interest, and the successor in interest is anybody  
16 who they sell that property to, they can even sell the right of redemption  
17 if they want. As long as it's not between -- before 60 days. And the  
18 reason we had to file the injunction is because time was running out.  
19 We're not forcing anybody to do anything. What we're looking for is a  
20 ruling that says, yes, you may sell your property from the time it's sold at  
21 auction, to the time the redemption period is over.

22 And, one more point, Your Honor, and I almost forgot it. If you  
23 look at my reply, paragraph 8, Your Honor is allowed to appoint a  
24 receiver. You can say to the title company, this is Mister or Misses  
25 Jones. They are the receiver. When the buyer tenders the money, it

1 goes into receiver's account. Saticoy Bay gets paid, HOA gets paid, and  
2 the lien holders get paid. Nobody loses anything. The homeowner  
3 recoups his equity. That's why I think that provision is even in there; to  
4 prevent this type of event from occurring.

5 So I would suggest to Your Honor, perhaps under NRS  
6 116.3116, Section 15, appoint the receiver, let the sale go through, and  
7 if Saticoy Bay -- if they don't like that -- they'll be money in the pot. They  
8 can take an appeal, they can do whatever they want, but it keeps  
9 everyone whole. And that's it.

10 THE COURT: All right. I have to tell you that, I'm not kidding  
11 you, I've been through every type of NRS 116 or non-judicial foreclosure  
12 sale. I've had every example before me in cases, and this is a bit  
13 different. When you're talking about the trustee, is that -- is that your  
14 client, Mr. Benner -- I mean Mr. Wood?

15 MR. WOOD: Yes, Your Honor. My client is the inter trustee.

16 THE COURT: Okay. And Mr. Scalia, there -- I would like  
17 more briefing on this case. And I'm going to stay anything that's going  
18 on because this is very important. All right? So I would like to be briefed  
19 on case law that even, you know, that would be indicative of a way -- the  
20 -- that would -- the analogous that would give more information -- more  
21 edification for this Court.

22 Also, I would like more details on -- I understand your point,  
23 Mr. Scalia, about mental health and divorce and many, many things  
24 including, frankly, the pandemic that's just occurred, why people may not  
25 get their notices. But I would like to know, specifically, how these

1 notices are deficient. And I'd like to -- also I, you know, my background  
2 is in business. When I prosecuted, I prosecuted white-collar crimes,  
3 securities, anti-trust, but I'd like to have more briefing on the option  
4 issue.

5 And I may include a couple -- maybe please look for an email  
6 to all parties from Mr. Adams, Nicholas Adams, our law clerk, who may  
7 add something to that. And I'd like this briefed -- I'd like -- I'd like to hear  
8 about more case law, about the notices why they're deficient and how,  
9 and the option issue. And frankly, more information on this redemption -  
10 - the redemption period issue; cases dealing with that. Most of the NRS  
11 cases that I've seen before -- and by the way, from the very beginning, I  
12 understood what the super-priority mean -- meant, and how it worked  
13 because I worked for Wayne Hyatt in Atlanta who was part of -- one of  
14 the people that was significant in [indiscernible] at least in the South. So  
15 I want further briefing on this.

16 And I -- you're going to get an order today. And it will also tell  
17 you the briefing schedule and when you need to come back to court.  
18 Okay? With that, I'm going to wrap it up, and I hope you all have a good  
19 day.

20 MR. SCALIA: Great. Thanks for your time, Your Honor.

21 MR. BENNER: Your Honor, just for clarification, --

22 [Indiscernible -- simultaneous speaking]

23 THE COURT: I'm sorry. I can't hear -- people are speaking,  
24 but I need to move forward.

25 MR. SCALIA: I was just saying good bye or thank you.



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THE COURT: Okay. Thank you.

[Proceedings concluded at 12:26 p.m.]

\* \* \* \* \*

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.

  
Stacey Ray  
Court Recorder/Transcriber