Wesley Rusch

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Box 3O9O7

Las Vegas, NV 89173

702 764 0001



**NOTICE OF APPEAL**

HOLLYVALE RENTAL HOLDINGS LLC

PLAINTIFF

V,

WESLEY RUSCH ET AL.

**DEFENDANT**

Case No **A-17-764643-C**

DEPARTMENT 10

**Notice is hereby given that Wesley Rusch Defendant hereby appeals from the order entered in the court on August 30, 2022**

BY /S/ Wesley Rusch
WESLEY RUSCH
Defendant

**Out Home was sold by Red Rock on behalf of the Martin Condominium Unit Owners Association in VIOLATION OF NEVADA LAW and Constitional Right of Due Process of Law and therefore the SALE IS NULL AND VOID. Therefore the Unlawful Detainer Action ("UD") is**

**also void as there was not a valid sale of our home. The UD must be reversed as it is null and void.**

Rusch and Longboy ("Rusch") hereby request the return of their Martin Condominium that was illegally sold by Red Rock on behalf of the Martin Condominium Unit Owners Association in violation of Nevada constitutional due right of process of law.

## POINTS AND AUTHORITIES

### HOA Boards Beware: Nevada Courts Require Strict Statutory Compliance to Lien and Foreclose

Collecting assessments is a vital function to fund the HOA's activities. It is unfair for some owners to avoid paying their fair share, and to have the other owners shoulder their burden. Recognizing this, the Legislature has granted Nevada HOAs the powerful tools to lien and foreclose under the Act. However, with those powerful tools comes the obligation to closely comply with each and every requirement of the Act. it is implicit that HOAs must also closely follow their own governing documents (CC&Rs, Bylaws, rules and policies), including adopting and following collection policies, in pursuing collection activities authorized under the Act.

Because of the technical nature of the Act and the courts' apparent deference to err in favor of due process protections for HOA owners (not too dissimilar from the

protections typically afforded to California tenants in unlawful detainer proceedings), the Act is fertile ground for mistakes. **These recent cases make clear that even minor or technical violations can invalidate the lien and foreclosure process.**

Please note the following court case:

G.R. No. 200969, August 03, 2015 - CONSOLACION D. ROMERO AND ROSARIO S.D. DOMINGO, Petitioners, v. ENGRACIA D. SINGSON, Respondent.

**SECOND DIVISION**

**G.R. No. 200969, August 03, 2015**

**CONSOLACION D. ROMERO AND ROSARIO S.D. DOMINGO**, *Petitioners*, *v.* **ENGRACIA D. SINGSON**, *Respondent*.

When the deed of sale in favor of respondent was purportedly executed by the parties thereto and notarized on June 6, 2006, it is perfectly obvious that the signatures of the vendors therein, Macario and Felicidad, were forged. They could not have signed the same, because both were by then long deceased: Macario died on February 22, 1981, while Felicidad passed away on September 14, 1997. This makes the June 6, 2006 **deed of sale null and void**; being so, it is "**equivalent to nothing**; it produces no civil effect; and it does not create, modify or extinguish a juridical relation." And while it is true that respondent has in her favor a Torrens title over the subject property, she nonetheless **acquired no right or title in her favor by virtue of the null and void** June 6, 2006 **deed**. "Verily, when the instrument presented is forged, even if accompanied by the owner's duplicate

certificate of title, the registered owner does not thereby lose his title, and neither does the assignee in the forged deed acquire any right or title to the property."[35]

In sum, the fact that respondent has in her favor a certificate of title is of no moment; her title cannot be used to validate the forgery or cure the void sale. As has been held in the past:

> **Insofar as a person who fraudulently obtained a property is concerned, the registration of the property in said person's name would not be sufficient to vest in him or her the title to the property. A certificate of title merely confirms or records title already existing and vested. The indefeasibility of the Torrens title should not be used as a means to perpetrate fraud against the rightful owner of real property.** Good faith must concur with registration because, otherwise, registration would be an exercise in futility. **A Torrens title does not furnish a shield for fraud, notwithstanding the long-standing rule that registration is a constructive notice of title binding upon the whole world.** The legal principle is that if the registration of the land is fraudulent, the person in whose name the land is registered holds it as a mere trustee.[36] (*Emphasis supplied*)[36]*Spouses Reyes v. Montemayor*, 614 Phil. 256, 274-275 (2009) UD

Since respondent acquired no right over the subject property, the same remained in the name of the original registered owners, Macario and Felicidad. Being heirs of the owners, petitioners and respondent thus became, and remain co-owners - by succession - of the subject property. As such, petitioners may exercise all attributes of ownership over the same, including possession - whether *de facto* or *dejure*; respondent thus has no right to exclude them from this right through an action for ejectment.

In contrast to RM Lifestyles and Reynolds are two cases cited by Defendants. First, in an early Utah Supreme Court case, the court held a trust sale void where it was not performed by the person authorized under the deed of trust:

> The deed of trust authorized the sale to be made by the United States Marshal. This was not done. One of his deputies made the sale as auctioneer. It is not claimed that he acted as deputy, but simply that a person who was a deputy acted as the auctioneer. Nor do we think that the marshal could have acted by deputy, unless the deed of trust had shown express authority to the effect, which it did not do. The fact that no injury or fraud in the sale has been shown, does not affect the question. Nor is it affected by the fact, that the purchaser was an innocent partv.
>
> The sale was made bv one not authorized to make it. and cannot be upheld. It is simply void. and no one gains am rights under it. A purchaser must know that the sale is made by the proper person. The deed of trust shows who could make the sale. A

> trustee can no doubt employ an auctioneer to act for him in crying off the property; but the trustee must be present and superintend the sale. The trustee in the present instance says that he does not think he was present at the sale.

Sinper Mfg. Co. v. Chalmers„ 2 Utah 542, 546-47 (Utah Tea. 1880) (emphasis added).

More recently, the Court of Appeals affirmed a trial cout ruling that a nonjudicial foreclosure salee for delinquent assessments owed to a condominium association was void where the sale was conducted by the association's attorney because "[tJhe record reveal[ed] that, though its attorney may have qualified as a trustee under the Trust Deed Act, the Association failed to appoint its attorney as such." McOueen v. Jordan Pines Townhomes Owners Ass'n, Inc., 2013 UT App 53, J§ 19-21 & 28, 298 P.3d 666.

**Failure to send notice of sale** as per Tex. Prop. Code § 51.002 is sufficient reason for a trial court to **set aside a foreclosure sale and hold the sale to be void.** Shearer v.

**Sometimes homeowners aren't aware that a foreclosure sale has been scheduled until after it's already been completed. Even if your home has been sold, you might be able to invalidate the sale.**

## Sale of Rusch condo is void

If the property was foreclosed non judicially, the homeowner will usually have to **file a lawsuit in state court** to void the sale.

### Reasons a Foreclosure Sale May Be Set Aside

Generally, to set aside a foreclosure sale, the homeowner must show:

> irregularity in the foreclosure process that makes the sale void under state law

### Irregularity in the Foreclosure Process

State statutes lay out the procedures for a foreclosure. If there are irregularities in the foreclosure process—meaning, **the foreclosure is conducted in a manner not authorized by the statute—the sale can be invalidated**

The **Martin HOA's agent Red Rock did not comply with NRS 116.31162 et seq** and CCR 17.2 when they sold Rusch and Longboy's home

## Notice of Delinquent Assessments

Before starting the foreclosure, the **HOA must mail a notice of delinquent assessment to the homeowner**, which states:

the **amount of the assessments and other sums that are due**

a description of the unit against which the lien is imposed, and

the name of the record owner of the unit. (Nev. Rev. Stat. § 116.31162).

**NRS 116.31162 specifically provides that: Foreclosure of liens: Mailing of notice of delinquent assessment; recording of notice of default and election to sell; period during which unit's owner may pay lien to avoid foreclosure; limitations on type of lien that may be foreclosed.**

Except as otherwise provided in subsection 4, in a condominium, in a planned community, in a cooperative where the owner's interest in a unit is real estate under NRS 116.1105, or in a cooperative where the owner's interest in a unit is personal property under NRS 116.1105 and the declaration provides that a lien may be foreclosed under NRS 116.31162 to 116.31168, inclusive, the **association may foreclose its lien by sale after all of the following occur:**

(a) **The association has mailed by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest, at his or her address,** if known, and at the address of the unit, **a notice of delinquent assessment which states the amount of the assessments and other sums which are due** *The Martin Failed to do this.* in accordance with subsection 1 of NRS 116.3116, a description of the unit against which the lien is imposed and the name of the record owner of the unit.

(b) **Not less than 30 days after mailing the notice of delinquent assessment** pursuant to paragraph (a), the association or other person conducting the sale **has executed and caused to be recorded, with the county recorder of the county** *The Martin failed to do this* in which the common-interest community or any part of it is situated, a notice of default and election to sell the unit to satisfy the lien which must contain the same information as the notice of delinquent assessment and which must also comply with the following:

(1) Describe the deficiency in payment.

(2) State the name and address of the person authorized by the association to enforce the lien by sale.

(3) Contain, in 14-point bold type, the following warning:

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

(c) The unit's owner or his or her successor in interest has failed to pay the amount of the lien, including costs, fees and expenses incident to its enforcement, for 90 days following the recording of the notice of default and election to sell.

2. The notice of default and election to sell must be signed by the person designated in the declaration or by the association for that purpose or, if no one is designated, by the president of the association.

3. The period of 90 days begins on the first day following:

(a) The date on which the notice of default is recorded; or

(b) The date on which a copy of the notice of default is mailed by certified or registered mail, return receipt requested, to the unit's owner or his or her successor in interest at his or her address, if known, and at the address of the unit, whichever date occurs later.

4. The association may not foreclose a lien by sale based on a fine or penalty for a violation of the governing documents of the association unless:

(a) The violation poses an imminent threat of causing a substantial adverse effect on the health, safety or welfare of the units' owners or residents of the common-interest community; or

(b) The penalty is imposed for failure to adhere to a schedule required pursuant to NRS 116.310305.

(Added to NRS by 1991, 569; A 1993, 2371; 1997, 3121; 1999, 3011; 2003, 2244, 2273; 2005, 2608)

**No Notice of the August 10 Sale as required by Nevada Law**

**Rusch did not receive any written or oral notice of a proposed sale of his property . Rusch first learned of the sale by a call from an attorney's office. Therefore the sale was illegal and must be reversed**.

Declaration of Wesley A Rusch

Declarant has personal knowledge of the following and being deposed and sworn states under penalty of perjury under the Laws of the State of Nevada, as follow:

I am over the age of Eighteen.

That myself and Oliver B Longboy, are the two individuals who purchased the real property commonly known as 4471 Dean Martin, Apt 2206, Las Vegas NV 89103.

We own no other property and have no other place to live.

Hollyvale Rental Holdings, LLC is based on information and belief an entity that speculates in real estate. They are not a real person and do no need a place to live.

On the other hand Rusch and Longboy are two individuals who are two real people who need a place to live.

Neither Rusch or Longboy received any notice of any proposed or ported auction of their property for August 10, 2017. Red Rock as agent for the Martin violated Nevada law by selling their property without complying with Nevada law. The sale therefore must be voided and rescinded and the property returned to its rightful owners Rusch and Longboy.

Our real property was sold at auction purportedly for delinquent HOA fees on August 10, 2017. When in fact the Martin owed Rusch more than the HOA fees. On on about June 29 a sprinkler pipe broke in the unit at the end of the 22$^{nd}$ floor causing water to flow down the hallway and into Rusch's unit.. According to Nigro there was water in Rusch's walls that had to be replaced. The Martin failed to mitigate the damage by not opening the sliding glass door to allow the water to flow down the side of the building instead of down the hall. The Martin also let the water flow for several hours before turning of the water. Had the Martin done either of the foregoing Rusch's Condo would not have suffered damage. As a consequence, Rusch was required to

relocate for nearly four months while Nigro repaired his unit. Nigro did not even complete the job and Rusch had to hire his own contractor to complete the job. Rusch incurred expenses in excess of $25,000 as a result thereof. Rusch therefore claims that amount as a an offset to his HOA fess and therefore does not own the Martin any money and in fact the Martin owes Rusch money.

That neither myself nor Oliver B Longboy had received any notice of the impending HOA sale of our real property.

March 1, 2022

FURTHER DECLARANT SAVETH NAUGHT

/S/ Wesley Rusch

WESLEY A RUSCH

**The sales of Rusch's condo was in violation of Nevada Law. Red Rock was required to comply with Nevada Law and they did not therefore the sale is VOID and the sale must be reversed and Rusch must be returned to his condo. Therefore the posession of the Martin condo must be restored to Rusch and Longboy immediately No Notice of the August 10 Sale as required by Nevada Law**

Respectfully Submitted

/s/ Wesley Rusch

Wesley Rusch

It should be noted the defects in the UD Action

**Minutes**

**05/29/2018 9:30 AM**

Court noted on April 23, 2018, Deft. filed motion to proceed in forma pauperis and motion setting aside was returned to Deft. Rusch. Deft. Rusch stated Pltf. not real property in interest and argued property has been transferred. Mr. Nelson stated he received Justice Court pleadings, have communicated with Deft's counsel, Brian Nadafi, since January on this matter. Mr. Nadafi filed another case against HOA. Further, **Mr. Nadafi has not confirmed as counsel in this matter and advised they have stipulated to default.**

**As Bryan Nadafi was not counsel in this case he could not stipulate to default. This is a fraud on the court.**

**Please note paragraphs 15 where as it states that the Martin on or about July 19 2017 recorded notice of trustee sale. The following is the notice**

Inst #: 20160719-0001870
Fees: $18.00
N/C Fee: $0.00
07/19/2016 12:32:32 PM
Receipt #: 2821613
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: DROY Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Assessor Parcel Number: 162-20-213-163
File Number: R825267
Property Address: 4471 Dean Martin Dr #2206
Las Vegas NV 89103

# NOTICE OF FORECLOSURE SALE

UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

**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 RED ROCK FINANCIAL SERVICES AT (702) 932-6887. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.**

Red Rock Financial Services officially assigned as agent by the The Martin Condominium Unit Owners Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 12/04/2015 in Book Number 20151204 as Instrument Number 0000797 reflecting WESLEY RUSCH, OLIVER LONGBOY as the owner(s) of record. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 02/24/2016 in Book Number 20160224 as Instrument Number 0002832 of the Official Records in the Office of the Recorder.

**NOTICE IS HEREBY GIVEN**: That on ***08/11/2016***, at ***10:00 a.m.*** at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 4471 Dean Martin Dr #2206, Las Vegas, NV 89103 and land legally described as PANORAMA TOWER PHASE III PLAT BOOK 140 PAGE 21 UNIT 2206 of the Official Records in the Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state

**Not it has a sale date of August 11, 2016 which is 364 dates prior to actual sale date**

**However on Paragrpaph 16 it states the Martin sold the property at public auction on August 10, 2018**

**The foregoing proves that the Martin did not provide legal notice when they sold Rusch's home.**

**Therefore the UD action must be reversed and condo restore to Rusch and Longboy**

**Respecfully Submitted**

**Wesley Rusch**

**/S/ Wesley Rusch**

12. Upon information and belief, the Property was part of The Martin Condominium Unit Owners Association ("the HOA") and subject to a monthly assessment fee.

13. Upon information and belief, there was a default as to the HOA payments and a lien was recorded with the Clark County Recorder against property by the HOA on or about December 04, 2015, as Instrument No. 2015120400797.

14. Thereafter, on or February 24, 2016, the HOA recorded a Notice of Default ("NOD") against the Property as Instrument No. 20160202832 in the Office of the Clark County Recorder.

15. On or about July 19, 2016, the HOA recorded a Notice of Trustee's Sale ("Notice of Sale") against the Property as Instrument No. 2016071901870 in the Office of the Clark County Recorder.

16. On or about August 10, 2017, the HOA sold the Property at public auction pursuant to the Notice of Sale and NRS 116 *et seq.* ("HOA Foreclosure Sale").

17. Upon information and belief, prior to the HOA Foreclosure Sale, no individual or entity paid the full amount of the Default as described in the NOD.

18. Plaintiff, as an independent purchaser for value, was the highest bidder at the HOA Foreclosure Sale, and paid $324,000.00 to purchase the Property.

19. Upon information and belief, in Nevada and at the time of the HOA Foreclosure Sale, every sale made under the provisions of NRS 116.31162, 116.31163 and 116.31164 vests in the purchaser the title of the unit's owner subject to the right of redemption that may be exercised by the unit's owner within sixty (60) days of the sale, as provided under NRS 116.31166(3).

Electronically Filed
12/8/2022 1:13 PM
Steven D. Grierson
CLERK OF THE COURT

ASTA

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA IN AND FOR THE COUNTY OF CLARK**

HOLLYVALE RENTAL HOLDINGS, LLC,

Plaintiff(s),

vs.

WESLEY RUSCH; OLVER LONGBOY,

Defendant(s),

Case No: A-17-764643-C

Dept No: III

# CASE APPEAL STATEMENT

1. Appellant(s): Wesley Rusch

2. Judge: Monica Trujillo

3. Appellant(s): Wesley Rusch

Counsel:

Wesley Rusch
Box 30907
Las Vegas, NV 89173

4. Respondent (s): Hollyvale Rental Holdings, LLC

Counsel:

Casey J. Nelson, Esq.
2320 Potosi St., Suite 130
Las Vegas, NV 89146



Case Number: A-17-764643-C

5. Appellant(s)'s Attorney Licensed in Nevada: N/A
Permission Granted: N/A

Respondent(s)'s Attorney Licensed in Nevada: Yes
Permission Granted: N/A

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis**: Yes, May 8, 2018
***Expires 1 year from date filed* (Expired)
Appellant Filed Application to Proceed in Forma Pauperis: No
Date Application(s) filed: N/A

9. Date Commenced in District Court: November 14, 2017

10. Brief Description of the Nature of the Action: REAL PROPERTY - Other

Type of Judgment or Order Being Appealed: Misc. Order

11. Previous Appeal: Yes

Supreme Court Docket Number(s): 84857. 85094

12. Child Custody or Visitation: N/A

13. Possibility of Settlement: Unknown

Dated This 8 day of December 2022.

Steven D. Grierson, Clerk of the Court

*/s/ Heather Ungermann*
Heather Ungermann, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Wesley Rusch

EIGHTH JUDICIAL DISTRICT COURT

# CASE SUMMARY

## CASE NO. A-17-764643-C

| | | | |
|---|---|---|---|
| **Hollyvale Rental Holdings, LLC, Plaintiff(s)** | § | Location: | **Department 3** |
| **vs.** | § | Judicial Officer: | **Trujillo, Monica** |
| **Wesley Rusch, Defendant(s)** | § | Filed on: | **11/14/2017** |
| | § | Case Number History: | |
| | § | Cross-Reference Case Number: | **A764643** |
| | § | Supreme Court No.: | **84857**<br>**85094** |

### CASE INFORMATION

**Statistical Closures**
02/26/2021 Default Judgment
05/31/2018 Default Judgment

Case Type: **Other Real Property**

Case Status: **02/26/2021 Closed**

### DATE — CASE ASSIGNMENT

**Current Case Assignment**

| | |
|---|---|
| Case Number | A-17-764643-C |
| Court | Department 3 |
| Date Assigned | 01/04/2021 |
| Judicial Officer | Trujillo, Monica |

### PARTY INFORMATION

| | | *Lead Attorneys* |
|---|---|---|
| **Plaintiff** | **Hollyvale Rental Holdings, LLC** | **Steffen, John T**<br>*Retained*<br>7023852500(W) |
| **Defendant** | **Longboy, Oliver** | |
| | **Rusch, Wesley** | **Pro Se** |

### DATE — EVENTS & ORDERS OF THE COURT — INDEX

## EVENTS

11/14/2017 Complaint
Filed By: Plaintiff Hollyvale Rental Holdings, LLC
*[1] Complaint*

11/14/2017 Notice of Lis Pendens
Filed by: Plaintiff Hollyvale Rental Holdings, LLC
*[2] Notice of Lis Pendens*

11/14/2017 Initial Appearance Fee Disclosure
*[3] Initial Appearance Fee Disclosure*

11/14/2017 Summons Electronically Issued - Service Pending
*[4] Summons*

11/14/2017 Summons Electronically Issued - Service Pending
*[5] Summons*

| | |
|---|---|
| 12/07/2017 | Proof of Service<br>*[6] Proof of Service Wesley Rusch* |
| 12/07/2017 | Proof of Service<br>*[7] Proof of Service Oliver Longboy* |
| 03/19/2018 | Three Day Notice of Intent to Default<br>*[8] Three Day Notice of Intent to Take Default Against Oliver Longboy* |
| 03/19/2018 | Three Day Notice of Intent to Default<br>*[9] Three Day Notice of Intent to Take Default Against Wesley Rusch* |
| 03/29/2018 | Default<br>Filed By: Plaintiff Hollyvale Rental Holdings, LLC<br>*[10] Default of Defendant Wesley Rusch* |
| 03/29/2018 | Default<br>Filed By: Plaintiff Hollyvale Rental Holdings, LLC<br>*[11] Default of Defendant Oliver Longboy* |
| 03/30/2018 | Notice of Entry of Default<br>Party: Plaintiff Hollyvale Rental Holdings, LLC<br>*[12] Notice of Entry of Default of Defendant Oliver Longboy* |
| 03/30/2018 | Notice of Entry of Default<br>Party: Plaintiff Hollyvale Rental Holdings, LLC<br>*[13] Notice of Entry of Default of Defendant Wesley Rusch* |
| 04/23/2018 | Application to Proceed in Forma Pauperis<br>*[14] Application to Proceed in Forma Pauperis* |
| 04/27/2018 | Application for Default Judgment<br>Party: Plaintiff Hollyvale Rental Holdings, LLC<br>*[15] Application for Default Judgment* |
| 04/30/2018 | Certificate of Service<br>Filed by: Plaintiff Hollyvale Rental Holdings, LLC<br>*[16] Certificate of Service* |
| 05/08/2018 | Order to Proceed In Forma Pauperis<br>Granted for: Defendant Rusch, Wesley<br>*[17]* |
| 05/24/2018 | Opposition<br>*[21] Rusch Opposition to Three Day Notice and Motion for Return of Real Proper* |
| 05/29/2018 | Default Judgment<br>Filed By: Plaintiff Hollyvale Rental Holdings, LLC<br>*[18] Default Judgment Quieting Title in Favor of Plaintiff Against Prior Owners* |
| 05/30/2018 | Notice of Entry of Default Judgment<br>Filed By: Plaintiff Hollyvale Rental Holdings, LLC<br>*[19] Notice of Entry of Default Judgment Quieting Title in Favor of Plaintiff Against Prior* |

*Owner*

05/31/2018 Order to Statistically Close Case
*[20] Civil Order to Statistically Close Case*

06/06/2018 Opposition
*[22] Rusch Opposition to Three Day Notice and Motion for Return of Real Proper*

06/06/2018 Opposition
*[23] Rusch Opposition to Three Day Notice and Motion for Return of Real Proper*

06/10/2018 Objection
Filed By: Defendant Rusch, Wesley
*[24] Objection to Default and request for hearing*

06/13/2018 Motion
*[25] Rusch Rule 60 Motion to Set Aside Default Rusch Motion to Quash Temporary Writ of Possession and Quash Sale of Condo and the Return of Real Property*

06/15/2018 Motion
Filed By: Defendant Rusch, Wesley
*[26] Rusch Motion to Dismiss on the Grounds that Plaintiff Does not Own the Property at Issue*

06/25/2018 Opposition
Filed By: Plaintiff Hollyvale Rental Holdings, LLC
*[27] Plaintiff's Opposition to "Rusch Objection to Notice of Entry of Default Judgment and Motion to Disiss on the Grounds that Plainitiff Does not Own the Property at Issue"*

06/26/2018 Notice of Hearing
Filed By: Plaintiff Hollyvale Rental Holdings, LLC
*[28] Notice of Hearing*

06/27/2018 Opposition
*[29] Plaintiff's Opposition to Rusch Motion to Dismiss on the Grounds that Plaintiff Does Not Own the Property at Issue*

06/28/2018 Notice of Hearing
Filed By: Plaintiff Hollyvale Rental Holdings, LLC
*[30] Notice of Hearing*

07/18/2018 Reply in Support
Filed By: Defendant Rusch, Wesley
*[31] Rusch Reply in Support of Objection to Notice of Entry of Default and Default Judgment*

07/18/2018 Reply in Support
Filed By: Defendant Rusch, Wesley
*[32] Rusch Reply in Support of Motion to Dismiss on the Grounds that Plaintiff does not Own the Property at Issue*

07/28/2018 Supplemental
Filed by: Defendant Rusch, Wesley
*[33] Supplemental Reply*

| | |
|---|---|
| 08/09/2018 | Order<br>*[34] Order Denying (1) Rusch's Objection to Notice of Entry of Default Judgment and Motion to Dismiss on the Grounds that Plaintiff does not own the Property at Issue and (2) Rusch's Motion to Dismiss on the Grounds that Plaintiff Does not Own the Property at Issue* |
| 08/10/2018 | Notice of Entry of Order<br>*[35] Notice of Entry of Order* |
| 08/19/2018 | Notice of Hearing<br>Filed By: Defendant Rusch, Wesley<br>*[36]* |
| 08/23/2018 | Motion<br>Filed By: Defendant Rusch, Wesley<br>*[37] Rusch Rule 60(b) Motion to Set Aside Default and Restore Possession of the Condo to its Righful Owners Rusch and Longboy* |
| 08/29/2018 | Opposition<br>Filed By: Plaintiff Hollyvale Rental Holdings, LLC<br>*[38] Plaintiff's Opposition to Rusch Rule 60(B) Motion to Set Aside Default and Restore Possession of the Condo to its Rightful Owners Rusch and Longboy* |
| 12/05/2018 | Motion<br>Filed By: Defendant Rusch, Wesley<br>*[39] Rusch Motion for Possession and Motion to Quash Temporary Writ of Possession on the Gruonds of Fraud* |
| 05/20/2020 | Motion for Entry of Judgment<br>Filed By: Defendant Rusch, Wesley<br>*[40] motion* |
| 05/20/2020 | Motion for Entry of Judgment<br>Filed By: Defendant Rusch, Wesley<br>*[41] Motion* |
| 06/07/2020 | Objection<br>Filed By: Defendant Rusch, Wesley<br>*[42] Objection* |
| 09/08/2020 | Case Reassigned to Department 3<br>*Case Reassignment from Judge Tierra Jones to Judge Douglas W. Herndon* |
| 01/04/2021 | Administrative Reassignment - Judicial Officer Change<br>*Judicial Reassignment to Judge Monica Trujillo* |
| 02/26/2021 | Order to Statistically Close Case<br>*[43] Order to Statistically Close Case* |
| 06/13/2021 | Request<br>Filed by: Defendant Rusch, Wesley<br>*[44] Request for Hearing on Order Nullifying Sale* |
| 06/17/2021 | Clerk's Notice of Nonconforming Document<br>*[45] Clerk's Notice of Nonconforming Document* |

| | |
|---|---|
| 03/20/2022 | Motion<br>Filed By: Defendant Rusch, Wesley<br>*[46] Rusch Request to Nullify Sale Based on Violation of Nevada Law and Constitutional Right of Due Process and Restore Possession of the Condo to it's Rightful Owners Rusch and Longboy* |
| 03/21/2022 | Clerk's Notice of Hearing<br>Party: Defendant Rusch, Wesley<br>*[47] Notice of Hearing* |
| 04/01/2022 | Opposition<br>Filed By: Plaintiff Hollyvale Rental Holdings, LLC<br>*[48] Plaintiff's Opposition to Rusch's Request to Nullify Sale* |
| 04/19/2022 | Reply in Support<br>Filed By: Defendant Rusch, Wesley<br>*[49] Reply in Support of Rusch Request to Nullify Sale Base on Violation of Nevada Law and Constitutional Right of Due Process and Restore Possession of the Condo to its Rightful Owner Rusch and Longboy and Reverse UD* |
| 04/25/2022 | Notice of Rescheduling of Hearing<br>*[50] Notice of Rescheduling of Hearing* |
| 05/19/2022 | Order Denying Motion<br>Filed By: Plaintiff Hollyvale Rental Holdings, LLC<br>*[51] Order Re May 3, 2022 Hearing* |
| 05/25/2022 | Notice of Entry of Order<br>Filed By: Plaintiff Hollyvale Rental Holdings, LLC<br>*[52] Notice of Entry of Order Re: May 3, 2022 Hearing* |
| 06/05/2022 | Notice of Appeal<br>Filed By: Defendant Rusch, Wesley<br>*[53] Notice of appeal* |
| 06/08/2022 | Case Appeal Statement<br>*[54] Case Appeal Statement* |
| 07/08/2022 | Miscellaneous Filing<br>Filed by: Defendant Rusch, Wesley<br>*[55] Miscellaneous Filing - Supreme Court Filing* |
| 07/08/2022 | Affidavit in Support<br>Filed By: Defendant Rusch, Wesley<br>*[56] Affidavit in Support of Motion to Proceed on Appeal in Forma Pauperis* |
| 07/08/2022 | Miscellaneous Filing<br>*[57] Miscellaneous Filing - Supreme Court Filing* |
| 07/08/2022 | Miscellaneous Filing<br>Filed by: Defendant Rusch, Wesley<br>*[58] Miscellaneous Filing - Supreme Court Appellant's Informal Brief* |
| 07/08/2022 | Miscellaneous Filing |

Filed by: Defendant Rusch, Wesley
*[59] Miscellaneous Filing - Blank Case Appeal Statement*

07/18/2022 Brief
Filed By: Defendant Rusch, Wesley
*[60] Revised Appellant's Informal Brief*

07/26/2022 NV Supreme Court Clerks Certificate/Judgment - Dismissed
*[61] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed*

07/26/2022 Notice of Appeal
Filed By: Defendant Rusch, Wesley
*[62] notice of appeal revised*

07/28/2022 Case Appeal Statement
*[63] Case Appeal Statement*

08/08/2022 Motion
Filed By: Defendant Rusch, Wesley
*[64] Revised Motion for Reconsideration Re Defendants Request to Nullify Sale Based on Violation of Nevadad Law and Constitutional Right of Due Process and Restore Possession of the Condo to its Rightful Owners Rusch and Longboy*

08/09/2022 Clerk's Notice of Hearing
*[65] Notice of Hearing*

09/06/2022 NV Supreme Court Clerks Certificate/Judgment - Dismissed
*[66] Nevada Supreme Court Clerk's Certificate/Remittitur Judgment - Dismissed*

09/29/2022 Notice of Appeal
*[68] Notice of Appeal (Misfiled in Case A-20-826568-C)*

12/08/2022 Case Appeal Statement
*Case Appeal Statement*

## DISPOSITIONS

05/29/2018 **Default Judgment** (Judicial Officer: Jones, Tierra)
Debtors: Wesley Rusch (Defendant), Oliver Longboy (Defendant)
Creditors: Hollyvale Rental Holdings, LLC (Plaintiff)
Judgment: 05/29/2018, Docketed: 05/29/2018

07/26/2022 **Clerk's Certificate** (Judicial Officer: Trujillo, Monica)
Debtors: Wesley Rusch (Defendant)
Creditors: Hollyvale Rental Holdings, LLC (Plaintiff)
Judgment: 07/26/2022, Docketed: 07/27/2022
Comment: Supreme Court No. 84857; Appeal Dismissed

## HEARINGS

05/29/2018 *CANCELED* **Motion for Default Judgment** (9:30 AM) (Judicial Officer: Jones, Tierra)
*Vacated*
*Plaintiff Hollyvale Rental Holdings, LLC's Application for Default Judgment Against Defendants Wesley Rusch and Oliver Longboy*

05/29/2018 **Motion for Default Judgment** (9:30 AM) (Judicial Officer: Jones, Tierra)
*Plaintiff Hollyvale Rental Holdings, LLC's Application for Default Judgment Against*

*Defendants Wesley Rusch and Oliver Longvoy*
Granted; Plaintiff Hollyvale Rental Holdings, LLC's Application for Default Judgment Against Defendants Wesley Rusch and Oliver Longvoy
Journal Entry Details:
*Court noted on April 23, 2018, Deft. filed motion to proceed in forma pauperis and motion setting aside was returned to Deft. Rusch. Deft. Rusch stated Pltf. not real property in interest and argued property has been transferred. Mr. Nelson stated he received Justice Court pleadings, have communicated with Deft's counsel, Brian Nadafi, since January on this matter. Mr. Nadafi filed another case against HOA. Further, Mr. Nadafi has not confirmed as counsel in this matter and advised they have stipulated to default. COURT ORDERED, default judgment GRANTED and quiet title in favor of Pltf. Mr. Nelson advised he was not able to pull motion to proceed in forma pauperis, argued Deft. claiming indigent status but are sitting on excess money from sale. Colloquy. Order signed in open court.;*

07/31/2018 **Opposition** (9:30 AM) (Judicial Officer: Jones, Tierra)
*Plaintiff Champery Rental REO, LLC as successor-in-interest to Hollyvale Rental Holdings, LLC's Opposition to "Rusch Objection to Notice of Entry of Default Judgment and Motion to Disiss on the Grounds that Plainitiff Does not Own the Property at Issue"*
Denied;

07/31/2018 **Opposition** (9:30 AM) (Judicial Officer: Jones, Tierra)
*Plaintiff Champery Rental REO, LLC, as successor-in-interest to Hollyvale Rental Holdings, LLC's Opposition to Rusch Motion to Dismiss on the Grounds that Plaintiff Does Not Own the Property at Issue*
Denied;

07/31/2018 **All Pending Motions** (9:30 AM) (Judicial Officer: Jones, Tierra)
Matter Heard;
Journal Entry Details:
*Plaintiff Champery Rental REO, LLC as successor-in-interest to Hollyvale Rental Holdings, LLC's Opposition to "Rusch Objection to Notice of Entry of Default Judgment and Motion to Dismiss on the Grounds that Plainitiff Does not Own the Property at Issue".....Plaintiff Champery Rental REO, LLC, as successor-in-interest to Hollyvale Rental Holdings, LLC's Opposition to Rusch Motion to Dismiss on the Grounds that Plaintiff Does Not Own the Property at Issue Following arguments by counsel, Court Stated its Findings and ORDERED, As to Plaintiff Champery Rental REO, LLC as successor-in-interest to Hollyvale Rental Holdings, LLC's Opposition to "Rusch Objection to Notice of Entry of Default Judgment and Motion to Dismiss on the Grounds that Plainitiff Does not Own the Property at Issue" and Plaintiff Champery Rental REO, LLC, as successor-in-interest to Hollyvale Rental Holdings, LLC's Opposition to Rusch Motion to Dismiss on the Grounds that Plaintiff Does Not Own the Property at Issue, DENIED. Plaintiff's counsel to prepare the order. ;*

09/25/2018 **Motion to Set Aside** (9:30 AM) (Judicial Officer: Jones, Tierra)
*Defendant Wesley Rusch's Pro Per Rule 60(B) Motion to Set Aside Default and Restore Possession of the Condo to Its Rightful Owners Rusch and Longboy*
Case Closed;
Journal Entry Details:
*Court noted last time the Court instructed Mr. Rusch to seek leave of Court before he filed further motions because this Court has ruled on the same thing five times, and this would be the sixth time. Statements by Mr. Rusch, advising this case is not resolved, and that he didn't receive that order. Further, counsel keeps sending their pleadings to the Martin address and it gets forwarded and he's not getting his mail timely. Court noted defendant Rusch was here last time when the Court made the Order, so he knew. Further, there was a default entered in this case and that does resolve this case. Further, the Court has no jurisdiction in the other case in department 29. COURT ORDERED, based on default that was entered under Rule 54 (b), this case is ORDERED, CLOSED. FURTHER, there will be no more motions filed in this case, because this case is closed.;*

05/03/2022 **Motion** (9:30 AM) (Judicial Officer: Trujillo, Monica)
*Defendant Rusch Request to Nullify Sale Based on Violation of Nevada Law and Constitutional Right of Due Process and Restore Possession of the Condo to it's Rightful Owners Rusch and Longboy and Reverse UD*
Motion Denied; Defendant Rusch Request to Nullify Sale Based on Violation of Nevada Law

| | |
|---|---|
| | and Constitutional Right of Due Process and Restore Possession of the Condo to it's Rightful Owners Rusch and Longboy and Reverse UD<br>Journal Entry Details:<br>*Court advised it reviewed the history of this case and it came to her attention Judge Jones ordered Defendant not to file any additional motions. Court will allow Defendant to argue; however, it was the same argument. Mr. Rusch stated his condo was sold without any notice; therefore the sale was nullified. They learned of the sale from a call by an attorney. They had no notice whatsoever and under Nevada law there are strict requirements that must be met. Mr. Trout stated this argument was already brought and rejected by the Court. Court addressed findings from the prior Court and based on that there were no new facts or law presented to this Court; therefore, Court treated this as a Motion to Reconsider. COURT ORDERED, Defendant's request DENIED. COURT FURTHER ORDERED, request for sanctions DENIED. COURT ADMONISHED Defendant not to file any more motions without leave of the Court, with regard to the same issues that have already been litigated; otherwise, the Court will entertain sanctions. Mr. Trout to prepare Order and include issue of not filing additional motions without leave of the Court. ;* |
| 09/08/2022 | **Motion** (3:00 AM) (Judicial Officer: Trujillo, Monica)<br>*Revised Motion for Reconsideration Re Defendants Request to Nullify Sale Based on Violation of Nevadad Law and Constitutional Right of Due Process and Restore Possession of the Condo to its Rightful Owners Rusch and Longboy*<br>Minute Order - No Hearing Held;<br>Journal Entry Details:<br>*The Defendant's Revised Motion for Reconsideration Re Defendants Request to Nullify Sale Based on Violation of Nevadad [sic] Law and Constitutional Right of Due Process and Restore Possession of the Condo to its Rightful Owners Rusch and Longboy came before the Court on the September 8, 2022 Chamber Calendar. On May 19, 2022, the Court filed an Order stating that Defendant Rusch was not permitted to file any additional motions in this case without leave of the Court. Leave of the Court was not requested or granted to Rusch for the filing of the instant motion. Therefore, COURT ORDERED matter OFF CALENDAR. CLERK'S NOTE: This Minute Order has been electronically served to all registered parties for Odyssey File & Serve.;* |

## FINANCIAL INFORMATION

**Defendant** Rusch, Wesley

| | |
|---|---|
| Total Charges | 48.00 |
| Total Payments and Credits | 48.00 |
| **Balance Due as of 12/8/2022** | **0.00** |

**Plaintiff** Hollyvale Rental Holdings, LLC

| | |
|---|---|
| Total Charges | 275.00 |
| Total Payments and Credits | 275.00 |
| **Balance Due as of 12/8/2022** | **0.00** |

A-17-764643-C

Department 10

# DISTRICT COURT CIVIL COVER SHEET

Clark County, Nevada

Case No. _____
*(Assigned by Clerk's Office)*

## I. Party Information *(provide both home and mailing addresses if different)*

| Plaintiff(s) (name/address/phone): | Defendant(s) (name/address/phone): |
|---|---|
| Hollyvale Rental Holdings, LLC | Wesley Rusch, an individual, Oliver Longboy, an individual,All other persons unknown claiming |
| 2320 Potosi St. Ste. 130 | any right, title, estate, lien or interest in the real property described in the complaint adverse to plaintiff's |
| Las Vegas , NV 89146 | ownership, or any cloud upon Plaintiff's title thereto; DOES I through V,and Roe Corporations I through V, inclusive |
| 702-326-5456 | 4471 Dean Martin Drive, Unit 2206, Las Vegas, Nevada 89103 |
| Attorney (name/address/phone): | Attorney (name/address/phone): |
| Bradley G. Sims, Esq. | |
| 10080 W. Alta Dr., Ste. 200, Las Vegas, NV 89145 | Unknown |
| 702-385-2500 | |

## II. Nature of Controversy *(please select the one most applicable filing type below)*

### Civil Case Filing Types

| Real Property | Torts | |
|---|---|---|
| **Landlord/Tenant** | **Negligence** | **Other Torts** |
| ☐ Unlawful Detainer | ☐ Auto | ☐ Product Liability |
| ☐ Other Landlord/Tenant | ☐ Premises Liability | ☐ Intentional Misconduct |
| **Title to Property** | ☐ Other Negligence | ☐ Employment Tort |
| ☐ Judicial Foreclosure | **Malpractice** | ☐ Insurance Tort |
| ☐ Other Title to Property | ☐ Medical/Dental | ☐ Other Tort |
| **Other Real Property** | ☐ Legal | |
| ☐ Condemnation/Eminent Domain | ☐ Accounting | |
| ☒ Other Real Property | ☐ Other Malpractice | |

| Probate | Construction Defect & Contract | Judicial Review/Appeal |
|---|---|---|
| **Probate** *(select case type and estate value)* | **Construction Defect** | **Judicial Review** |
| ☐ Summary Administration | ☐ Chapter 40 | ☐ Foreclosure Mediation Case |
| ☐ General Administration | ☐ Other Construction Defect | ☐ Petition to Seal Records |
| ☐ Special Administration | **Contract Case** | ☐ Mental Competency |
| ☐ Set Aside | ☐ Uniform Commercial Code | **Nevada State Agency Appeal** |
| ☐ Trust/Conservatorship | ☐ Building and Construction | ☐ Department of Motor Vehicle |
| ☐ Other Probate | ☐ Insurance Carrier | ☐ Worker's Compensation |
| **Estate Value** | ☐ Commercial Instrument | ☐ Other Nevada State Agency |
| ☐ Over $200,000 | ☐ Collection of Accounts | **Appeal Other** |
| ☐ Between $100,000 and $200,000 | ☐ Employment Contract | ☐ Appeal from Lower Court |
| ☐ Under $100,000 or Unknown | ☐ Other Contract | ☐ Other Judicial Review/Appeal |
| ☐ Under $2,500 | | |

| Civil Writ | | Other Civil Filing |
|---|---|---|
| **Civil Writ** | | **Other Civil Filing** |
| ☐ Writ of Habeas Corpus | ☐ Writ of Prohibition | ☐ Compromise of Minor's Claim |
| ☐ Writ of Mandamus | ☐ Other Civil Writ | ☐ Foreign Judgment |
| ☐ Writ of Quo Warrant | | ☐ Other Civil Matters |

***Business Court filings should be filed using the Business Court civil coversheet.***

11/14/2017
Date

Signature of initiating party or representative

*See other side for family-related case filings.*

# DISTRICT COURT
# CLARK COUNTY, NEVADA

**Other Real Property** | **COURT MINUTES** | **May 29, 2018**

A-17-764643-C Hollyvale Rental Holdings, LLC, Plaintiff(s)
vs.
Wesley Rusch, Defendant(s)

| | | | |
|---|---|---|---|
| **May 29, 2018** | **9:30 AM** | **Motion for Default Judgment** | **Plaintiff Hollyvale Rental Holdings, LLC's Application for Default Judgment Against Defendants Wesley Rusch and Oliver Longvoy** |

**HEARD BY:** Jones, Tierra **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** April Watkins

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES PRESENT:**

| | |
|---|---|
| Nelson, Casey J | Attorney |
| Rusch, Wesley | Defendant |

## JOURNAL ENTRIES

- Court noted on April 23, 2018, Deft. filed motion to proceed in forma pauperis and motion setting aside was returned to Deft. Rusch. Deft. Rusch stated Pltf. not real property in interest and argued property has been transferred. Mr. Nelson stated he received Justice Court pleadings, have communicated with Deft's counsel, Brian Nadafi, since January on this matter. Mr. Nadafi filed another case against HOA. Further, Mr. Nadafi has not confirmed as counsel in this matter and advised they have stipulated to default. COURT ORDERED, default judgment GRANTED and quiet title in favor of Pltf. Mr. Nelson advised he was not able to pull motion to proceed in forma pauperis, argued Deft. claiming indigent status but are sitting on excess money from sale. Colloquy. Order signed in open court.

**DISTRICT COURT**
**CLARK COUNTY, NEVADA**

| **Other Real Property** | **COURT MINUTES** | **July 31, 2018** |
|---|---|---|

A-17-764643-C Hollyvale Rental Holdings, LLC, Plaintiff(s)
vs.
Wesley Rusch, Defendant(s)

**July 31, 2018** **9:30 AM** **All Pending Motions**

**HEARD BY:** Jones, Tierra **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES PRESENT:**

| | |
|---|---|
| Robertson, Sandra S. | Attorney |
| Rusch, Wesley | Defendant |

**JOURNAL ENTRIES**

- Plaintiff Champery Rental REO, LLC as successor-in-interest to Hollyvale Rental Holdings, LLC's Opposition to "Rusch Objection to Notice of Entry of Default Judgment and Motion to Dismiss on the Grounds that Plainitiff Does not Own the Property at Issue".....Plaintiff Champery Rental REO, LLC, as successor-in-interest to Hollyvale Rental Holdings, LLC's Opposition to Rusch Motion to Dismiss on the Grounds that Plaintiff Does Not Own the Property at Issue

Following arguments by counsel, Court Stated its Findings and ORDERED, As to Plaintiff Champery Rental REO, LLC as successor-in-interest to Hollyvale Rental Holdings, LLC's Opposition to "Rusch Objection to Notice of Entry of Default Judgment and Motion to Dismiss on the Grounds that Plainitiff Does not Own the Property at Issue" and Plaintiff Champery Rental REO, LLC, as successor-in-interest to Hollyvale Rental Holdings, LLC's Opposition to Rusch Motion to Dismiss on the Grounds that Plaintiff Does Not Own the Property at Issue, DENIED. Plaintiff's counsel to prepare the order.

**DISTRICT COURT**
**CLARK COUNTY, NEVADA**

| **Other Real Property** | **COURT MINUTES** | **September 25, 2018** |
|---|---|---|

A-17-764643-C Hollyvale Rental Holdings, LLC, Plaintiff(s)
vs.
Wesley Rusch, Defendant(s)

**September 25, 2018 9:30 AM Motion to Set Aside**

**HEARD BY:** Jones, Tierra **COURTROOM:** RJC Courtroom 14B

**COURT CLERK:** Teri Berkshire

**RECORDER:** Victoria Boyd

**REPORTER:**

**PARTIES PRESENT:**

| | |
|---|---|
| Nelson, Casey J | Attorney |
| Rusch, Wesley | Defendant |

**JOURNAL ENTRIES**

- Court noted last time the Court instructed Mr. Rusch to seek leave of Court before he filed further motions because this Court has ruled on the same thing five times, and this would be the sixth time. Statements by Mr. Rusch, advising this case is not resolved, and that he didn't receive that order. Further, counsel keeps sending their pleadings to the Martin address and it gets forwarded and he's not getting his mail timely. Court noted defendant Rusch was here last time when the Court made the Order, so he knew. Further, there was a default entered in this case and that does resolve this case. Further, the Court has no jurisdiction in the other case in department 29. COURT ORDERED, based on default that was entered under Rule 54 (b), this case is ORDERED, CLOSED. FURTHER, there will be no more motions filed in this case, because this case is closed.

**DISTRICT COURT**
**CLARK COUNTY, NEVADA**

| **Other Real Property** | **COURT MINUTES** | **May 03, 2022** |
|---|---|---|

A-17-764643-C Hollyvale Rental Holdings, LLC, Plaintiff(s)
vs.
Wesley Rusch, Defendant(s)

| | | | |
|---|---|---|---|
| **May 03, 2022** | **9:30 AM** | **Motion** | **Defendant Rusch Request to Nullify Sale Based on Violation of Nevada Law and Constitutional Right of Due Process and Restore Possession of the Condo to it's Rightful Owners Rusch and Longboy and Reverse UD** |

**HEARD BY:** Trujillo, Monica **COURTROOM:** RJC Courtroom 11C

**COURT CLERK:** Louisa Garcia

**RECORDER:** Grecia Snow

**REPORTER:**

**PARTIES PRESENT:**

| | |
|---|---|
| Rusch, Wesley | Defendant |
| Trout, Brandon Joseph | Attorney |

**JOURNAL ENTRIES**

- Court advised it reviewed the history of this case and it came to her attention Judge Jones ordered Defendant not to file any additional motions. Court will allow Defendant to argue; however, it was the same argument. Mr. Rusch stated his condo was sold without any notice; therefore the sale was nullified. They learned of the sale from a call by an attorney. They had no notice whatsoever and under Nevada law there are strict requirements that must be met. Mr. Trout stated this argument was already brought and rejected by the Court. Court addressed findings from the prior Court and

based on that there were no new facts or law presented to this Court; therefore, Court treated this as a Motion to Reconsider. COURT ORDERED, Defendant's request DENIED. COURT FURTHER ORDERED, request for sanctions DENIED. COURT ADMONISHED Defendant not to file any more motions without leave of the Court, with regard to the same issues that have already been litigated; otherwise, the Court will entertain sanctions. Mr. Trout to prepare Order and include issue of not filing additional motions without leave of the Court.

**DISTRICT COURT**
**CLARK COUNTY, NEVADA**

| **Other Real Property** | **COURT MINUTES** | **September 08, 2022** |
|---|---|---|

A-17-764643-C Hollyvale Rental Holdings, LLC, Plaintiff(s)
vs.
Wesley Rusch, Defendant(s)

**September 08, 2022 3:00 AM Motion**

**HEARD BY:** Trujillo, Monica **COURTROOM:** Chambers

**COURT CLERK:** Louisa Garcia

**RECORDER:**

**REPORTER:**

**PARTIES PRESENT:**

**JOURNAL ENTRIES**

- The Defendant's Revised Motion for Reconsideration Re Defendants Request to Nullify Sale Based on Violation of Nevadad [sic] Law and Constitutional Right of Due Process and Restore Possession of the Condo to its Rightful Owners Rusch and Longboy came before the Court on the September 8, 2022 Chamber Calendar. On May 19, 2022, the Court filed an Order stating that Defendant Rusch was not permitted to file any additional motions in this case without leave of the Court. Leave of the Court was not requested or granted to Rusch for the filing of the instant motion. Therefore, COURT ORDERED matter OFF CALENDAR.

CLERK'S NOTE: This Minute Order has been electronically served to all registered parties for Odyssey File & Serve.

**EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE**

# NOTICE OF DEFICIENCY

**ON APPEAL TO NEVADA SUPREME COURT**

**WESLEY RUSCH**
**BOX 30907**
**LAS VEGAS, NV 89173**

**DATE: December 8, 2022**
**CASE: A-17-764643-C**

**RE CASE**: HOLLYVALE RENTAL HOLDINGS, LLC vs. WESLEY RUSCH; OLVER LONGBOY

NOTICE OF APPEAL FILED: September 29, 2022

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

☒ $250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
- If the $250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.

☒ $24 – District Court Filing Fee (Make Check Payable to the District Court)**

☒ $500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
- NRAP 7: Bond For Costs On Appeal in Civil Cases
- *Previously paid Bonds are not transferable between appeals without an order of the District Court.*

☐ Case Appeal Statement
- NRAP 3 (a)(1), Form 2

☒ Order

☒ Notice of Entry of Order

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NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. The district court clerk shall apprise appellant of the deficiencies in writing, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (g) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

*Please refer to Rule 3 for an explanation of any possible deficiencies*.

***Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.*

# Certification of Copy

**State of Nevada**
**County of Clark** } **SS:**

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

HOLLYVALE RENTAL HOLDINGS, LLC,

Plaintiff(s),

vs.

WESLEY RUSCH; OLVER LONGBOY,

Defendant(s),

Case No: A-17-764643-C

Dept No: III

now on file and of record in this office.

**IN WITNESS THEREOF,** I have hereunto Set my hand and Affixed the seal of the Court at my office, Las Vegas, Nevada This 8 day of December 2022.

Steven D. Grierson, Clerk of the Court

Heather Ungermann, Deputy Clerk