

IN THE SUPREME COURT OF THE STATE OF NEVADA

WESLEY RUSCH,
Appellant(s),

vs.

THE MARTIN CONDOMINIUM UNIT
OWNERS' ASSOCIATION,
Respondent(s),

Electronically Filed
Jan 26 2023 09:23 AM
Elizabeth A. Brown
Clerk of Supreme Court

Case No: A-21-840526-C
Consolidated with A-20-826568-C
Docket No: 85821

RECORD ON APPEAL VOLUME 1

ATTORNEY FOR APPELLANT
WESLEY RUSCH, PROPER PERSON
BOX 30907
LAS VEGAS, NV 89173

ATTORNEY FOR RESPONDENT
MARC S. CWIK, ESQ.
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LAS VEGAS, NV 89118

A-21-840526-C Wesley Rusch, Plaintiff(s) vs. Martin Condominium Unit Owners Association, Defendant(s)

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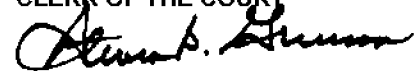
A-21-840526-C

Wesley Rusch, Plaintiff(s)

vs.

Martin Condominium Unit Owners Association,
Defendant(s)

I N D E X



OLIVER LONGBOY
WESLEY RUSCH in Pro Se
BOX 30907
Las Vegas NV 89173
702 764 0001
Email: Dirofcomp@yahoo.com

CASE NO: A-21-840526-C
Department 8

Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

7

WESLEY RUSCH, an individual, and
OLIVER LONGBOY, an individual,

) Case No.:
) Case No.:
) Dept No.:
~

Plaintiffs,
Plaintiffs,

**COMPLAINT FOR
COMPENSATION**

vs.

THE MARTIN CONDOMINIUM UNIT
OWNERS' ASSOCIATION, a domestic
non-profit corporation; DOE Individuals I)
through X; and ROE Corporations and)
Organizations I through X,)
Defendants.)

The Court ordered Mediation failed so we are filing a new complaint for compensation as follows

COMES NOW, Plaintiffs, WESLEY RUSCH, an individual, and OLIVER
LONGBOY, alleges against Defendant THE MARTIN CONDOMINIUM UNIT ASSOCIATION, a
domestic non-profit corporation as follows:

GENERAL ALLEGATIONS

1. That at all times relevant herein, Plaintiff, WESLEY RUSCH, an individual, (hereinafter "Rusch") was and is a resident of the State of Nevada.
2. That at all times relevant herein, Plaintiff, OLIVER LONGBOY, an individual, (hereinafter "Longboy") was and is a resident of the State of Nevada.
3. That all times relevant herein, Defendant, THE MARTIN CONDOMINIUM UNIT OWNERS' ASSOCIATION, a domestic non-profit corporation (hereinafter "Martin"), was a non-profit corporation incorporated in the State of Nevada.
4. Pursuant to Nevada Rules of Civil Procedure, Rule 10(a) and *Nuremberger Hercules-Werke GMBH v. Vrostek*, 107 Nev. 873, 822 P.2d 1100 (1991), the true names and capacities, whether individual, corporate, associate or otherwise, of Defendants named herein as DOE Individuals I through X and ROE Corporations and Organizations I through X, are unknown at the present time; however, it is alleged and upon information and belief, that these Defendants were involved in the initiation, approval, support, or execution of the wrongful acts upon which this litigation is premised, or of similar actions directed against Plaintiff about which they were presently unaware. As the specific identity of these parties are revealed through the course of discovery, the Plaintiff will ask leave of the Court to amend the Complaint so that the DOE and/or ROE appellations will be replaced to identify these parties by their true names and capacities.

5. That on or about August 11, 2014, Rusch and Longboy (collectively "Plaintiffs") became the owners of real property commonly known as 4471 Dean Martin Dr.

UNIT 2206 Las Vegas, NV 89103 and legally described as

PANORAMA TOWER PHASE III

PLAT BOOK 140 PAGE 21

UNIT 2206

APN: 162-20-213-163 (hereafter "Subject Property").

6. That Plaintiffs owned the Subject Property free and clear of any encumbrances.
7. That on or about June 29, 2015, a sprinkler or water pipe busted on the floor where the Subject Property was located.
8. As a result of the water pipe busting, water ran throughout the entire floor where the Subject Property was located.
9. Upon information and belief, the Martin was informed of the water pipe busting shortly after it happened.
10. Upon information and belief, the **Martin failed to either turn off the water escaping from the busted water pipe or failed to irrigate the water to another location to prevent damage to the Subject Property and its neighboring units.**
11. That as a result, the Subject Property suffered extensive damage including damage to its floors and Plaintiffs' personal property.
12. Furthermore, **the damage was so extensive that Plaintiffs were required to vacate the Subject Property and incur large expenses on their part.**
13. Plaintiffs informed the Martin HOA that the damage caused to Plaintiffs' Subject and the expenses incurred to vacate the Subject Property **far exceeded any monthly assessments**

CLAIM FOR RELIEF

(Breach of Contract)

14. Plaintiff repeats and re-alleges Paragraphs 1 through 13 of the Complaint, as though they were fully set forth herein
15. Plaintiffs, as the owners of the Subject Property, enter into an agreement with the Martin in the form of a documents entitled Covenants, Conditions and Restrictions ("CC&Rs).
16. Pursuant to the CC&Rs, Martin was under an obligation maintain the common areas surrounding the Subject Property.,
17. Plaintiffs performed their obligations under the CC&Rs.
18. Martin materially breached its CC&Rs as it failed to address the issues stemming from the flood.
19. Due to Martins breach of their obligations under the CC&Rs described herein.

Plaintiffs have been damaged in an amount of \$25,552.92

SECOND CLAIM FOR RELIEF

(Breach of the Duty of Good Faith and Fair Dealing)

21. Plaintiff repeats and re-alleges Paragraphs 1 through 19 of the Complaint, as though they were fully set forth herein.

22. "It is well settled in Nevada that 'every contract imposes upon the contracting parties the duty of good faith and fair dealing.'" *State v Sutton*, 120 Nev. 972, 989 (2004).
23. By entering into a valid agreement with Plaintiffs, Defendant has a duty to act in a manner consistent with good faith and fair dealing
24. That upon information and belief, Defendant has breached the covenant of good faith and fair dealing implied in every contract which was multiplied by Martin's non-feasance when the flood occurred in addition to pursuing non-judicial foreclosure during the pendency of Rusch's bankruptcy.
25. That as a direct and proximate result of the Defendant's actions, **Plaintiffs have been damaged in the amount of \$27,443.92.**

THIRD CLAIM FOR RELIEF

(Breach of contract - Violation of NRS 116 CCR 17.2)

27. Plaintiff repeats and re-alleges Paragraphs 1 through 25 of the Complaint, as though they were fully set forth herein.
28. Defendant's non-judicial foreclosure of the Subject Property included disallowed items and Martin took monies discharged in bankruptcy/.
29. The sales of Rusch's condo was in violation of Nevada Law. Red Rock Martin' agent was required to comply with Nevada Law.

30. The **Martin HOA did not comply with NRS 116.31162 et seq** and CCR 17.2 when it sold the property,

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.

1. 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.

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 invalid and the sale must be reversed and Rusch must be returned to his condo. Therefore the possession of the Martin condo must be restored to Rusch and Longboy immediately

Rusch and Longboy should also be compensated for the time they have been homeless and forced to stay in hotels since their wrongful eviction.

That as a direct and proximate result of the Defendant's actions, Plaintiffs have been damaged in the amount of \$ Four Million Dollars each for a total of \$ Eight Million Dollars.

MARTIN TAKES MORE MONEY THEN THEY ARE ENTITLED TO

On August 10 2017 Red Rock Sold Rusch's condo without notice or a demand letter for \$348,000

The Martin took \$57,486.53 from the proceeds including amounts that had been discharged in Rusch's Bankruptcy. On February 13 2017 Rusch filed Chapter 7 Bankruptcy and his debts including all debts owed to the Martin were discharged on May 23, 2017.

At most \$3,100 was due in HOA fees. It should be further noted that the front desk refused to accept Rusch payments for the HOA. Rusch has receipts for the payments. **The Martin should be ordered to return \$54,386.53 of the debts that were discharged in bankruptcy**

WHEREFORE, Plaintiffs prays for judgment against the Defendant as follow

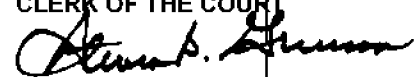
- 1. For monetary damages as a result of Defendant's breach of contract,
in an amount of \$25,442.92**
- 2. For monetary damages as a result of Defendant's breach of the duty
of good faith and fair dealing in an amount of \$ Four Million Dollars
each for a total of \$ Eight Million Dollars.**
- 3. For costs; and**
- 4. For such other and further relief as the Court may deem just and
proper**

**S/S Oliver Longboy
S/S Wesley Rusch**

**Oliver Longboy
Wesley Rusch
in Pro Se
BOX 30907
Las Vegas NV 89173
Email : Dirofcomp@yahoo.com
702 764 0001
Plaintiffs**

**THIS SEALED
DOCUMENT,
NUMBERED PAGE(S)
13 - 18
WILL FOLLOW VIA
U.S. MAIL**

**THIS SEALED
DOCUMENT,
NUMBERED PAGE(S)
19 - 25
WILL FOLLOW VIA
U.S. MAIL**



SUMM

Wesley Rusch

(Your Name)

PO Box 30907

(Your Mailing Address)

Las Vegas NV 89173

(Your City, State, Zip Code)

702764001

(Your Telephone Number)

(Your Fax Number)

dirofcomp@yahoo.com

(Your E-mail Address)

Plaintiff, Self-Represented

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

Plaintiff's

Name: Wesley Rusch and Oliver Longboy

Plaintiff,

vs.

Defendant's

Name: Martin Condominium Unit Owners Association

Defendant.

Case No.: _____

Dept. No.: _____

SUMMONS

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU FILE A RESPONSE WITH THE COURT WITHIN 21 DAYS. READ THE INFORMATION BELOW CAREFULLY.

To the Defendant named above: Martin Condominium Unit Owners Association

A civil complaint has been filed by the Plaintiff against you. Plaintiff is seeking to recover the relief requested in the complaint, which could include a money judgment against you or some other form of relief.

If you intend to defend this lawsuit, within 21 calendar days¹ after this Summons is served on you (not counting the day of service), you must:

1. File with the Clerk of the Court, whose address is shown below, a formal written response (typically a legal document called an "answer," but potentially some other

¹ The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members, and legislators each have 45 days after service of this Summons within which to file a response to Plaintiff's complaint.

response) to Plaintiff's complaint.

2. Pay the required filing fee to the court, or file an Application to Proceed *In Forma Pauperis* and request a waiver of the filing fee.
3. Serve (by mail or hand delivery) a copy of your response upon the Plaintiff whose name and address is shown below.

Information and forms to assist you are available, free of charge, at the Civil Law Self-Help Center at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada, and on the center's website at www.civillawselfhelpcenter.org.

If you fail to respond, the Plaintiff can request your default. The court can then enter judgment against you for the relief demanded by the Plaintiff in the complaint, which could result in money or property being taken from you or some other relief requested in Plaintiff's complaint.

If you intend to seek an attorney's advice, do it quickly so that your response can be filed on time.

STEVEN D. GRIERSON, CLERK OF COURT

By: _____
Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

Date: _____

Issued at the request of:

(Signature)

Wesley Rusch

(Your Name)

Po box 30907

(Your Street Address)

Las Vegas NV 89173

(Your City, State, and Zip Code)

Plaintiff, Self-Represented

Note: When service is by publication, add a brief summary of the claims asserted, the relief sought, and include any special statutory requirements. This summary should have been proposed through a Motion Seeking Publication and approved through an Order for Service by Publication. See Nevada Rule of Civil Procedure 4.4(c).

1 **AOS**

2 Wesley Rusch

3 *(Your Name)*

4 PO Box 30907

5 *(Your Mailing Address)*

6 Las Vegas NV 89173

7 *(Your City, State, Zip Code)*

8 7027640001

9 *(Your Telephone Number)*

10 *(Your Fax Number)*

11 dirocomp@yahoo.com

12 *(Your E-mail Address)*

13 Plaintiff, Self-Represented

14 **EIGHTH JUDICIAL DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 *Plaintiff's*

17 *Name:* Wesley Rusch and Oliver Longboy

18 Plaintiff,

19 vs.

20 *Defendant's*

21 *Name:* Martin Condominium Unit Owners Association

22 Defendant.

Case No.: _____

Dept. No.: _____

23 **AFFIDAVIT/DECLARATION OF SERVICE UNDER PENALTY OF PERJURY**

24 *(Insert name of person performing service)* _____, being duly
25 sworn or under penalty of perjury, states that at all times relevant, I was over 18 years of age and not a
26 party to or interested in the above-captioned case; that I served a copy of the ☐ Summons, ☐ Complaint,

27 ☐ Other *(specify)* _____ on *(insert date and*

28 *time you served)* _____, 20____, at the hour of _____ M., on Defendant *(insert Defendant's*

name) _____ by the

following method *(complete appropriate paragraph below):*

☐

Personal service per NRCP 4.2(a)(1): Delivering and leaving a copy with *(insert*

Defendant's name) _____ at *(insert address at*

which you served) _____.

///

☐ **Substitute service per NRCP 4.2(a)(2):** Delivering and leaving a copy with *(insert name or physical description of person served)* _____, a person of suitable age and discretion residing at Defendant's dwelling house or usual place of abode, at *(insert Defendant's address)* _____.

☐ **Service on a business entity per NRCP 4.2(c)(1)(A):** Delivering and leaving a copy with *(insert name or physical description of person served)* _____, who is Defendant's *(check one)* ☐ registered agent, ☐ officer or director, ☐ partner, ☐ member, ☐ manager, ☐ trustee, or ☐ other *(specify)* _____, at *(insert address at which you served)* _____.

☐ **Other method of service authorized by Nevada statute or court rule:**

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.

SERVER'S SIGNATURE: _____ **Date:** _____

Server's Phone: _____

Server's ☐ Residential/ ☐ Business Address: _____

☐ I am a licensed process server or an employee of a licensed process server; my license or registration number is *(insert license or registration number)*: _____.

☐ I am not required to be licensed under chapter 648 of the Nevada Revised Statutes or another provision of law because am not engaged in the business of serving legal process within the State of Nevada.



CNND

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Wesley Rusch, Plaintiff(s)

A-21-840526-C

vs.

Department 8

Martin Condominium Unit Owners
Association, Defendant(s)

CLERK'S NOTICE OF NONCONFORMING DOCUMENT

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, notice is hereby provided that the following electronically filed document does not conform to the applicable filing requirements:

| | |
|--|---|
| Title of Nonconforming Document: | Complaint for Compensation / [Missing] District Court Civil Cover Sheet |
| Party Submitting Document for Filing: | Plaintiffs |
| Date and Time Submitted for Electronic Filing: | 09/02/2021 at 8:58 PM |

Reason for Nonconformity Determination:

- ☐ The document filed to commence an action is not a complaint, petition, application, or other document that initiates a civil action. *See* Rule 3 of the Nevada Rules of Civil Procedure. In accordance with Administrative Order 19-5, the submitted document is stricken from the record, this case has been closed and designated as filed in error, and any submitted filing fee has been returned to the filing party.

☒ The document initiated a new civil action and a cover sheet was not submitted as required by NRS 3.275. Please visit the court's website at <http://www.clarkcountycourts.us/departments/clerk/civil-criminal-library/>.

☐ The document was not signed by the submitting party or counsel for said party.

☐ The document filed was a court order that did not contain the signature of a judicial officer. In accordance with Administrative Order 19-5, the submitted order has been furnished to the department to which this case is assigned.

☐ Motion does not have a hearing designation per Rule 2.20(b). Motions must include designation "Hearing Requested" or "Hearing Not Requested" in the caption of the first page directly below the Case and Department Number.

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, a nonconforming document may be cured by submitting a conforming document. All documents submitted for this purpose must use filing code "**Conforming Filing – CONFILE.**" Court filing fees will not be assessed for submitting the conforming document. Processing and convenience fees may still apply.

Dated this: 8th day of September, 2021

By: /s/ Chaunte Pleasant

Deputy District Court Clerk

1 **CERTIFICATE OF SERVICE**

2

3 I hereby certify that on September 08, 2021, I concurrently filed and served a copy of the

4 foregoing Clerk's Notice of Nonconforming Document, on the party that submitted the

5 nonconforming document, via the Eighth Judicial District Court's Electronic Filing and Service

6 System.

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10 By: /s/ Chaunte Pleasant

11 Deputy District Court Clerk

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SUMM

Wesley Rusch

(Your Name)

PO Box 30907

(Your Mailing Address)

Las Vegas NV 89173

(Your City, State, Zip Code)

702764001

(Your Telephone Number)

(Your Fax Number)

dirocomp@yahoo.com

(Your E-mail Address)

Plaintiff, Self-Represented

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

Plaintiff's

Name:

Wesley Rusch and Oliver Longboy

Plaintiff,

vs.

Defendant's

Name:

Martin Condominium Unit Owners Association

Defendant.

Case No.: A-21=840526-C

Dept. No.: 8

SUMMONS

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU FILE A RESPONSE WITH THE COURT WITHIN 21 DAYS. READ THE INFORMATION BELOW CAREFULLY.

To the Defendant named above: Martin Condominium Unit Owners Association

A civil complaint has been filed by the Plaintiff against you. Plaintiff is seeking to recover the relief requested in the complaint, which could include a money judgment against you or some other form of relief.

If you intend to defend this lawsuit, within 21 calendar days¹ after this Summons is served on you (not counting the day of service), you must:

1. File with the Clerk of the Court, whose address is shown below, a formal written response (typically a legal document called an "answer," but potentially some other

¹ The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members, and legislators each have 45 days after service of this Summons within which to file a response to Plaintiff's complaint.

response) to Plaintiff's complaint.

2. Pay the required filing fee to the court, or file an Application to Proceed *In Forma Pauperis* and request a waiver of the filing fee.
3. Serve (by mail or hand delivery) a copy of your response upon the Plaintiff whose name and address is shown below.

Information and forms to assist you are available, free of charge, at the Civil Law Self-Help Center at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada, and on the center's website at www.civillawselfhelpcenter.org.

If you fail to respond, the Plaintiff can request your default. The court can then enter judgment against you for the relief demanded by the Plaintiff in the complaint, which could result in money or property being taken from you or some other relief requested in Plaintiff's complaint.

If you intend to seek an attorney's advice, do it quickly so that your response can be filed on time.

STEVEN D. GRIERSON, CLERK OF COURT

By: _____
Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

Date: _____

Issued at the request of:

(Signature)

/S/ Wesley Rusch Wesley Rusch

(Your Name)

Po box 30907

(Your Street Address)

Las Vegas NV 89173

(Your City, State, and Zip Code)

Plaintiff, Self-Represented

Note: When service is by publication, add a brief summary of the claims asserted, the relief sought, and include any special statutory requirements. This summary should have been proposed through a Motion Seeking Publication and approved through an Order for Service by Publication. See Nevada Rule of Civil Procedure 4.4(c).

1 **AOS**

2 Wesley Rusch

3 *(Your Name)*

4 PO Box 30907

5 *(Your Mailing Address)*

6 Las Vegas NV 89173

7 *(Your City, State, Zip Code)*

8 7027640001

9 *(Your Telephone Number)*

10 *(Your Fax Number)*

11 dirocomp@yahoo.com

12 *(Your E-mail Address)*

13 Plaintiff, Self-Represented

14 **EIGHTH JUDICIAL DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 *Plaintiff's*

17 *Name:* Wesley Rusch and Oliver Longboy

18 Plaintiff,

19 vs.

20 *Defendant's*

21 *Name:* Martin Condominium Unit Owners Association

22 Defendant.

Case No.: _____

Dept. No.: _____

23 **AFFIDAVIT/DECLARATION OF SERVICE UNDER PENALTY OF PERJURY**

24 *(Insert name of person performing service)* _____, being duly
25 sworn or under penalty of perjury, states that at all times relevant, I was over 18 years of age and not a
26 party to or interested in the above-captioned case; that I served a copy of the ☐ Summons, ☐ Complaint,

27 ☐ Other *(specify)* _____ on *(insert date and*

28 *time you served)* _____, 20____, at the hour of _____ M., on Defendant *(insert Defendant's*

name) _____ by the

following method *(complete appropriate paragraph below):*



Personal service per NRCP 4.2(a)(1): Delivering and leaving a copy with *(insert*

Defendant's name) _____ at *(insert address at*

which you served) _____.

///

☐ **Substitute service per NRCP 4.2(a)(2):** Delivering and leaving a copy with *(insert name or physical description of person served)* _____, a person of suitable age and discretion residing at Defendant's dwelling house or usual place of abode, at *(insert Defendant's address)* _____.

☐ **Service on a business entity per NRCP 4.2(c)(1)(A):** Delivering and leaving a copy with *(insert name or physical description of person served)* _____, who is Defendant's *(check one)* ☐ registered agent, ☐ officer or director, ☐ partner, ☐ member, ☐ manager, ☐ trustee, or ☐ other *(specify)* _____, at *(insert address at which you served)* _____.

☐ **Other method of service authorized by Nevada statute or court rule:**

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.

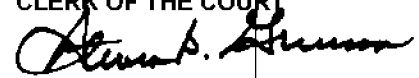
SERVER'S SIGNATURE: _____ **Date:** _____

Server's Phone: _____

Server's ☐ Residential/ ☐ Business Address: _____

☐ I am a licensed process server or an employee of a licensed process server; my license or registration number is *(insert license or registration number):* _____.

☐ I am not required to be licensed under chapter 648 of the Nevada Revised Statutes or another provision of law because am not engaged in the business of serving legal process within the State of Nevada.



CNND

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Wesley Rusch, Plaintiff(s)

A-21-840526-C

vs.

Department 8

Martin Condominium Unit Owners
Association, Defendant(s)

CLERK'S NOTICE OF NONCONFORMING DOCUMENTS

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, notice is hereby provided that the following electronically filed documents do not conform to the applicable filing requirements:

| | |
|---|-----------------------------------|
| | Summons; |
| | District Court Civil Cover Sheet; |
| Titles of Nonconforming Documents: | Summons |
| Party Submitting Documents for Filing: | Plaintiff |
| | 09/04/2021 at 8:25 PM; |
| | 09/09/2021 at 10:29 AM; |
| Date(s) and Time(s) Submitted for Electronic Filings: | 09/09/2021 at 10:29 AM |

Reason for Nonconformity Determination:

- ☐ The document filed to commence an action is not a complaint, petition, application, or other document that initiates a civil action. *See* Rule 3 of the Nevada Rules of Civil Procedure. In accordance with Administrative Order 19-5, the submitted document is stricken from the record, this case has been closed and

1 designated as filed in error, and any submitted filing fee has been returned to the
2 filing party.

3 ☐ The document initiated a new civil action and a cover sheet was not submitted as
4 required by NRS 3.275.

5 ☒ The District Court Civil Cover Sheet initiated a new civil action and the case type
6 designation does not match the cause of action identified in the document. "Other
7 Real Property" was the selected case type designation on the District Court Civil
8 Cover Sheet; however, "Judicial Foreclosure" was the selected case type when
9 this matter was initiated in Odyssey File and Serve.

10 ☒ The documents (09/04/2021 Summons and 09/09/2021 Summons) were not
11 signed by the submitting party or counsel for said party.

12 ☐ The document filed was a court order that did not contain the signature of a
13 judicial officer. In accordance with Administrative Order 19-5, the submitted
14 order has been furnished to the department to which this case is assigned.

15 ☐ Motion does not have a hearing designation per Rule 2.20(b). Motions must
16 include designation "Hearing Requested" or "Hearing Not Requested" in the
17 caption of the first page directly below the Case and Department Number.

18 Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, a
19 nonconforming document may be cured by submitting a conforming document. All documents
20 submitted for this purpose must use filing code "**Conforming Filing – CONFIL**." Court filing
21 fees will not be assessed for submitting the conforming document. Processing and convenience
22 fees may still apply.
23
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26 Dated this: 14th day of September, 2021
27
28

By: /s/ Chaunte Pleasant

Deputy District Court Clerk

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1 **CERTIFICATE OF SERVICE**

2

3 I hereby certify that on September 14, 2021, I concurrently filed and served a copy of the
4 foregoing Clerk's Notice of Nonconforming Documents, on the party that submitted the
5 nonconforming documents, via the Eighth Judicial District Court's Electronic Filing and Service
6 System.
7

8

9

10 By: /s/ Chaunte Pleasant

11 Deputy District Court Clerk

12

13

14

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28

SUMM

Wesley Rusch

(Your Name)

PO Box 30907

(Your Mailing Address)

Las Vegas NV 89173

(Your City, State, Zip Code)

702764001

(Your Telephone Number)

(Your Fax Number)

dirocomp@yahoo.com

(Your E-mail Address)

Plaintiff, Self-Represented

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

Plaintiff's

Name: **Wesley Rusch and Oliver Longboy**

Plaintiff,

vs.

Defendant's

Name: **Martin Condominium Unit Owners Association**

Defendant.

Case No.: **A-21=840526-C**

Dept. No.: **8**

SUMMONS

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU FILE A RESPONSE WITH THE COURT WITHIN 21 DAYS. READ THE INFORMATION BELOW CAREFULLY.

To the Defendant named above: **Martin Condominium Unit Owners Association**

A civil complaint has been filed by the Plaintiff against you. Plaintiff is seeking to recover the relief requested in the complaint, which could include a money judgment against you or some other form of relief.

If you intend to defend this lawsuit, within 21 calendar days¹ after this Summons is served on you (not counting the day of service), you must:

1. File with the Clerk of the Court, whose address is shown below, a formal written response (typically a legal document called an "answer," but potentially some other

¹ The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members, and legislators each have 45 days after service of this Summons within which to file a response to Plaintiff's complaint.

1 response) to Plaintiff's complaint.

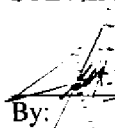
- 2 2. Pay the required filing fee to the court, or file an Application to Proceed *In Forma*
3 *Pauperis* and request a waiver of the filing fee.
4 3. Serve (by mail or hand delivery) a copy of your response upon the Plaintiff whose name
5 and address is shown below.

6 **Information and forms to assist you are available, free of charge, at the Civil Law Self-**
7 **Help Center at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada, and on**
8 **the center's website at www.civillawselfhelpcenter.org.**

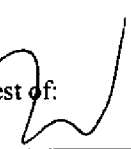
9 If you fail to respond, the Plaintiff can request your default. The court can then enter judgment
10 against you for the relief demanded by the Plaintiff in the complaint, which could result in money or
11 property being taken from you or some other relief requested in Plaintiff's complaint.

12 If you intend to seek an attorney's advice, do it quickly so that your response can be filed on time.

13 **STEVEN D. GRIERSON, CLERK OF COURT**

14 By:  **JOSEFINA SAN JUAN**
15 Deputy Clerk
16 Regional Justice Center
17 200 Lewis Avenue
18 Las Vegas, Nevada 89155

19 **SEP 24 2021**
20 Date:

21 Issued at the request of: 

22 (Signature)

23 /S/ Wesley Rusch Wesley Rusch

24 (Your Name)

25 Po box 30907

26 (Your Street Address)

27 Las Vegas NV 89173

28 (Your City, State, and Zip Code)

Plaintiff, Self-Represented

Note: When service is by publication, add a brief summary of the claims asserted, the relief sought, and include any special statutory requirements. This summary should have been proposed through a Motion Seeking Publication and approved through an Order for Service by Publication. See Nevada Rule of Civil Procedure 4.4(c).

SUMM

Wesley Rusch

(Your Name)

PO Box 30907

(Your Mailing Address)

Las Vegas NV 89173

(Your City, State, Zip Code)

702764001

(Your Telephone Number)

(Your Fax Number)

dirocomp@yahoo.com

(Your E-mail Address)

Plaintiff, Self-Represented

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

Plaintiff's

Name: **Wesley Rusch and Oliver Longboy**

Case No.: **A-21=840526-C**

Dept. No.: **8**

Plaintiff,

vs.

Defendant's

Name: **Martin Condominium Unit Owners Association**

Defendant.

SUMMONS

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU FILE A RESPONSE WITH THE COURT WITHIN 21 DAYS. READ THE INFORMATION BELOW CAREFULLY.

To the Defendant named above: **Martin Condominium Unit Owners Association**

A civil complaint has been filed by the Plaintiff against you. Plaintiff is seeking to recover the relief requested in the complaint, which could include a money judgment against you or some other form of relief.

If you intend to defend this lawsuit, within 21 calendar days¹ after this Summons is served on you (not counting the day of service), you must:

1. File with the Clerk of the Court, whose address is shown below, a formal written response (typically a legal document called an "answer," but potentially some other

¹ The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members, and legislators each have 45 days after service of this Summons within which to file a response to Plaintiff's complaint.

response) to Plaintiff's complaint.

2. Pay the required filing fee to the court, or file an Application to Proceed *In Forma Pauperis* and request a waiver of the filing fee.
3. Serve (by mail or hand delivery) a copy of your response upon the Plaintiff whose name and address is shown below.

Information and forms to assist you are available, free of charge, at the Civil Law Self-Help Center at the Regional Justice Center, 200 Lewis Avenue, Las Vegas, Nevada, and on the center's website at www.civillawselfhelpcenter.org.

If you fail to respond, the Plaintiff can request your default. The court can then enter judgment against you for the relief demanded by the Plaintiff in the complaint, which could result in money or property being taken from you or some other relief requested in Plaintiff's complaint.

If you intend to seek an attorney's advice, do it quickly so that your response can be filed on time.

STEVEN D. GRIERSON, CLERK OF COURT

By: _____
Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155

Date: _____

Issued at the request of:

(Signature)

/S/ Wesley Rusch Wesley Rusch
(Your Name)

Po box 30907
(Your Street Address)

Las Vegas NV 89173
(Your City, State, and Zip Code)

Plaintiff, Self-Represented

Note: When service is by publication, add a brief summary of the claims asserted, the relief sought, and include any special statutory requirements. This summary should have been proposed through a Motion Seeking Publication and approved through an Order for Service by Publication. See Nevada Rule of Civil Procedure 4.4(c).

1 **AOS**

2 **Wesley Rusch**

3 *(Your Name)*

4 **PO Box 30907**

5 *(Your Mailing Address)*

6 **Las Vegas NV 89173**

7 *(Your City, State, Zip Code)*

8 **7027640001**

9 *(Your Telephone Number)*

10 *(Your Fax Number)*

11 **dirocomp@yahoo.com**

12 *(Your E-mail Address)*

13 **Plaintiff, Self-Represented**

14 **EIGHTH JUDICIAL DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 *Plaintiff's*

17 *Name:* **Wesley Rusch and Oliver Longboy**

18 *Case No.:* _____

19 *Dept. No.:* _____

20 **Plaintiff,**

21 **vs.**

22 *Defendant's*

23 *Name:* **Martin Condominium Unit Owners Association**

24 **Defendant.**

25 **AFFIDAVIT/DECLARATION OF SERVICE UNDER PENALTY OF PERJURY**

26 *(Insert name of person performing service)* _____, being duly

27 sworn or under penalty of perjury, states that at all times relevant, I was over 18 years of age and not a

28 party to or interested in the above-captioned case; that I served a copy of the ☐ Summons, ☐ Complaint,

29 ☐ Other *(specify)* _____ on *(insert date and*

30 *time you served)* _____, 20____, at the hour of _____.M., on Defendant *(insert Defendant's*

31 *name)* _____ by the

32 following method *(complete appropriate paragraph below):*



34 **Personal service per NRCP 4.2(a)(1):** Delivering and leaving a copy with *(insert*

35 *Defendant's name)* _____ at *(insert address at*

36 *which you served)* _____.

37 **///**

☐ **Substitute service per NRCP 4.2(a)(2):** Delivering and leaving a copy with *(insert name or physical description of person served)* _____, a person of suitable age and discretion residing at Defendant's dwelling house or usual place of abode, at *(insert Defendant's address)* _____.

☐ **Service on a business entity per NRCP 4.2(c)(1)(A):** Delivering and leaving a copy with *(insert name or physical description of person served)* _____, who is Defendant's *(check one)* ☐ registered agent, ☐ officer or director, ☐ partner, ☐ member, ☐ manager, ☐ trustee, or ☐ other *(specify)* _____, at *(insert address at which you served)* _____.

☐ **Other method of service authorized by Nevada statute or court rule:** _____

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.

SERVER'S SIGNATURE: _____ **Date:** _____

Server's Phone: _____

Server's ☐ Residential/ ☐ Business Address: _____

☐ I am a licensed process server or an employee of a licensed process server; my license or registration number is *(insert license or registration number)*: _____.

☐ I am not required to be licensed under chapter 648 of the Nevada Revised Statutes or another provision of law because am not engaged in the business of serving legal process within the State of Nevada.

1 AOS

2 Wesley Rusch

3 (Your Name)

4 PO Box 30907

5 (Your Mailing Address)

6 Las Vegas NV 89173

7 (Your City, State, Zip Code)

8 7027640001

9 (Your Telephone Number)

10 (Your Fax Number)

11 dirofcamp@yahoo.com

12 (Your E-mail Address)

13 Plaintiff, Self-Represented

14 EIGHTH JUDICIAL DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 Plaintiff's

17 Name: Wesley Rusch and Oliver Longboy

Case No.: _____

Dept. No.: _____

18 Plaintiff,

19 vs.

20 Defendant's

21 Name: Martin Condominium Unit Owners Association

22 Defendant.

23 **AFFIDAVIT/DECLARATION OF SERVICE UNDER PENALTY OF PERJURY**

24 (Insert name of person performing service) _____, being duly

25 sworn or under penalty of perjury, states that at all times relevant, I was over 18 years of age and not a

26 party to or interested in the above-captioned case; that I served a copy of the ☐ Summons, ☐ Complaint,

27 ☐ Other (specify) _____ on (insert date and

28 time you served) _____, 20____, at the hour of _____.M., on Defendant (insert Defendant's

name) _____ by the

29 following method (complete appropriate paragraph below):



Personal service per NRCP 4.2(a)(1): Delivering and leaving a copy with (insert

31 Defendant's name) _____ at (insert address at

32 which you served) _____.

33 ///

☐ **Substitute service per NRCP 4.2(a)(2):** Delivering and leaving a copy with *(insert name or physical description of person served)* _____, a person of suitable age and discretion residing at Defendant's dwelling house or usual place of abode, at *(insert Defendant's address)* _____.

☐ **Service on a business entity per NRCP 4.2(c)(1)(A):** Delivering and leaving a copy with *(insert name or physical description of person served)* _____, who is Defendant's *(check one)* ☐ registered agent, ☐ officer or director, ☐ partner, ☐ member, ☐ manager, ☐ trustee, or ☐ other *(specify)* _____, at *(insert address at which you served)* _____.

☐ **Other method of service authorized by Nevada statute or court rule:** _____

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.

SERVER'S SIGNATURE: _____ **Date:** _____

Server's Phone: _____

Server's ☐ Residential/ ☐ Business Address: _____

☐ I am a licensed process server or an employee of a licensed process server; my license or registration number is *(insert license or registration number)*: _____.

☐ I am not required to be licensed under chapter 648 of the Nevada Revised Statutes or another provision of law because am not engaged in the business of serving legal process within the State of Nevada.

DISTRICT COURT CIVIL COVER SHEET

CLARK County, Nevada
 Case No. A 21-840526 C
(Assigned by Clerk's Office)

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

| | |
|--|---|
| Plaintiff(s) (name/address/phone): <div style="text-align: center;">Wesley Rusch Oliver Longboy</div> | Defendant(s) (name/address/phone): <div style="text-align: center;">Martin Condominium Unit Owners Association</div> |
| | |
| Attorney (name/address/phone): <div style="text-align: center;">PO Box 30907 Las Vegas NV 89173</div> | Attorney (name/address/phone): |
| | |

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

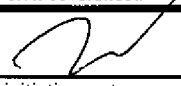
Civil Case Filing Types

| | | |
|--|--|--|
| Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input checked="" type="checkbox"/> Judicial Foreclosure <input type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input checked="" type="checkbox"/> Other Real Property | Torts Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort | |
| Probate <i>(select case type and estate value)</i> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500 | Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract | Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal |
| Civil Writ | | Other Civil Filing |
| Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ | | Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters |

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

992021 /S/ Wes Risch

Date


 Signature of initiating party or representative

See other side for family-related case filings.



WES RUSCH
PO Box 30907
LV NV 89173



1 **NOTC**
2 MARC S. CWIK, ESQ.
3 Nevada Bar No. 006946
4 E-Mail: Marc.Cwik@lewisbrisbois.com
5 LEWIS BRISBOIS BISGAARD & SMITH LLP
6 6385 S. Rainbow Boulevard, Suite 600
7 Las Vegas, Nevada 89118
8 702.893.3383
9 FAX: 702.893.3789
10 *Attorney for Defendant The Martin*
11 *Condominium Unit Owners' Association*

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

10 WESLEY RUSCH

11 Plaintiffs,

12 vs.

13 MARTIN CONDOMINIUM UNIT OWNERS'
14 ASSOCIATION,

15 Defendant.

CASE NO. A-21-840526-C
DEPT. NO.: 8

NOTICE OF REPRESENTATION

16 PLEASE TAKE NOTICE that Marc S. Cwik, Esq. of LEWIS BRISBOIS BISGAARD &
17 SMITH LLP is counsel for THE MARTIN CONDOMINIUM UNIT OWNERS' ASSOCIATION.

18 Please forward any and all pleadings and papers to our office.

19 DATED this 16th day of December, 2021.

21 LEWIS BRISBOIS BISGAARD & SMITH LLP

22 By /s/ Marc S. Cwik

23 MARC S. CWIK, ESQ.
24 Nevada Bar No. 006946
25 6385 S. Rainbow Boulevard, Suite 600
26 Las Vegas, Nevada 89118

27 *Attorney for Defendant The Martin Condominium*
28 *Unit Owners' Association*

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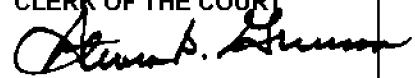
CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of LEWIS BRISBOIS BISGAARD & SMITH LLP and that on this 16th day of December, 2021 I did cause a true copy of the foregoing **NOTICE OF REPRESENTATION** to be served via the Court's electronic filing and service system to all parties on the current service list.

VIA EMAIL AND U.S. MAIL TO:

Wesley Rusch and Oliver Longboy
P.O. Box 30907
Las Vegas, NV 89173
(702) 764-0001
dirofcomp@yahoo.com

By /s/ Susan Awe
an Employee of
LEWIS BRISBOIS BISGAARD & SMITH LLP



1 MARC S. CWIK, ESQ.
Nevada Bar No. 006946
2 E-Mail: Marc.Cwik@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
3 6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118
4 702.893.3383
FAX: 702.893.3789
5 *Attorney for Defendant The Martin*
Condominium Unit Owners' Association
6

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**
9

10 WESLEY RUSCH, an individual, and
11 OLIVER LONGBOY, an individual,

12 Plaintiffs,

13 vs.

14 THE MARTIN CONDOMINIUM UNIT
OWNERS' ASSOCIATION, domestic non-
15 profit; DOE Individuals I through X; and ROE
Corporations and Organizations I through X,

16 Defendant.
17

CASE NO. A-21-840526-C
DEPT. NO.: 8

**MARTIN UNIT OWNERS'
ASSOCIATION'S NOTICE OF RELATED
CASES AND MOTION TO
CONSOLIDATE**

18 COMES NOW, Defendant The Martin Condominium Unit Owners' Association ("Martin
19 UOA"), by and through its undersigned counsel of record, pursuant to EDCR 2.49(c), and hereby
20 submits this Notice of Related Cases, which was also filed in the related action pending in
21 Department 27, *Wesley Rusch and Oliver Longboy vs. The Martin Condominium Unit Home*
22 *Owners' Association, Case No. A-20-826568-C. See Exhibit A.* Martin UOA also submit herein
23 its Motion to Consolidate, which was also filed in Department 27, pursuant to EDCR 2.50 and
24 NRCP 42(a). *See id.*
25

26 ///

27 ///

1 The Motion to Consolidate has been set for hearing in Department 27, the first filed case,
2 pursuant to EDCR 2.50(a)(1), and on an Order Shortening Time. Hearing has been set for January
3 6, 2022 at 9:30 a.m.

4 DATED this 17th day of December, 2021.

6 LEWIS BRISBOIS BISGAARD & SMITH LLP

8 By /s/ Marc S. Cwik

MARC S. CWIK, ESQ.

Nevada Bar No. 006946

6385 S. Rainbow Boulevard, Suite 600

Las Vegas, Nevada 89118

11 *Attorney for Defendant The Martin Condominium*
12 *Unit Owners' Association*

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of LEWIS BRISBOIS BISGAARD & SMITH LLP and that on this 17th day of December, 2021 I did cause a true copy of the foregoing **DEFENDANT MARTIN UNIT OWNERS' ASSOCIATION'S NOTICE OF RELATED CASES** to be served via the Court's electronic filing and service system to all parties on the current service list. This document applies to Case No A-20-826568-C.

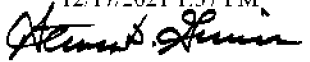
VIA EMAIL AND U.S. MAIL TO:

Wesley Rusch and Oliver Longboy
P.O. Box 30907
Las Vegas, NV 89173
(702) 764-0001
dirofcomp@yahoo.com

By /s/ Susan Awe
an Employee of
LEWIS BRISBOIS BISGAARD & SMITH LLP

EXHIBIT A

EXHIBIT A


CLERK OF THE COURT

1 **OST**
2 MARC S. CWIK, ESQ.
3 Nevada Bar No. 006946
4 E-Mail: Marc.Cwik@lewisbrisbois.com
5 LEWIS BRISBOIS BISGAARD & SMITH LLP
6 6385 S. Rainbow Boulevard, Suite 600
7 Las Vegas, Nevada 89118
8 702.893.3383
9 FAX: 702.893.3789
10 *Attorney for Defendant The Martin*
11 *Condominium Unit Owners' Association*

7
8 **DISTRICT COURT**
9
10 **CLARK COUNTY, NEVADA**

10 WESLEY RUSCH, an individual, and
11 OLIVER LONGBOY, an individual,

12 Plaintiffs,

13 vs.

14 THE MARTIN CONDOMINIUM UNIT
15 OWNERS' ASSOCIATION, domestic non-
16 profit; DOE Individuals I through X; and ROE
17 Corporations and Organizations I through X,

18 Defendant.

CASE NO. A-20-826568-C
DEPT. NO.: 27

**DEFENDANT MARTIN UNIT OWNERS'
ASSOCIATION'S AMENDED NOTICE
OF RELATED CASES AND MOTION TO
CONSOLIDATE ON ORDER
SHORTENING TIME**

HEARING REQUESTED

**(TO BE HEARD BY DEPARTMENT 27,
THE CASE FIRST COMMENCED,
PURSUANT TO EDCR 2.50(A)(1))**

18 COMES NOW, Defendant The Martin Condominium Unit Owners' Association, by and
19 through its undersigned counsel of record, and hereby submits this Amended Notice of Related
20 Cases and Motion to Consolidate Clark County District Court Case No. A-20-826568-C, entitled
21 *Wesley Rusch; Oliver Longboy v. The Martin Condominium Unit Owners' Association* assigned to
22 Department 27, with Clark County District Court Case No. A-21-840526-C, also entitled *Wesley*
23 *Rusch; Oliver Longboy v. The Martin Condominium Unit Owners' Association* assigned to
24 Department 8, pursuant to NRCP 42(a). This motion is predicated upon the terms and provisions
25 of EDCR 2.49, EDCR 2.50, and NRCP 42(a).
26
27

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4863-3976-6022.1

1

Case No. A-20-826568-C

DEFENDANT MARTIN UNIT OWNERS' ASSOCIATION'S AMENDED NOTICE OF RELATED CASES AND
MOTION TO CONSOLIDATE ON ORDER SHORTENING TIME

1 Defendant The Martin Condominium Unit Owners' Association respectfully requests an
2 Order Shortening Time for Motion to Consolidate to be on the same date and time as Department
3 27's upcoming hearing in this matter on January 6, 2022 at 9:30 a.m.

4 This notice and motion is based on the memorandum of points and authorities, the
5 Declaration of Marc S. Cwik, Esq., the exhibits attached hereto, the pleadings and other papers
6 filed herein, and on such oral and/or written argument and evidence as may be permitted by the
7 Court.
8

9
10 **DECLARATION OF MARC S. CWIK IN SUPPORT OF**
REQUEST FOR ORDER SHORTENING TIME

11 I, Marc S. Cwik, hereby declare and state as follows:

12 1. I am an attorney at the law firm of Lewis Brisbois Bisgaard & Smith LLP. I am in
13 good standing and duly licensed to practice law in the State of Nevada. I am counsel of record for
14 Defendant The Martin Unit Condominium Owner's Association ("Martin UOA") in Clark County
15 Case No. A-20-826568-C, entitled *Wesley Rusch; Oliver Longboy v. The Martin Condominium*
16 *Unit Owners' Association* (hereinafter the "2020 Action").

17 2. I know the matter set forth herein of my own personal knowledge. I am competent
18 to testify as to the facts stated herein in a court of law and will so testify if called upon to do so.

19 3. On September 1, 2021, the Honorable Nancy L. Allf of Department 27 heard
20 Martin UOA's Motion to Quash Alleged Service of Process, Strike Writ of Execution Filed on
21 May 15, 2021, and to Dismiss Plaintiffs' New Complaint for Compensation
22 ("Quash/Strike/Dismiss Motion"), and granted the Quash/Strike/Dismiss Motion in its entirety.
23 The Order granting the Quash/Strike/Dismiss Motion was entered on November 9, 2021 and
24 Notice of Entry of Order was served upon Plaintiffs on November 10, 2021. *See Exhibit 1*
25 (Notice of Entry of Order).

26 4. I have learned that on September 2, 2021, before the aforementioned Order in the
27 2020 Action could even be prepared and circulated for comment, Plaintiffs filed a near identical
28 Complaint in Clark County District Court Case No. A-21-840526-C, also entitled *Wesley Rusch;*
4863-3976-6022.1 2 Case No. A-20-826568-C

1 *Oliver Longboy v. The Martin Condominium Unit Owners' Association* ("2021 Action"). Cf.
2 **Exhibit 2** (2020 Complaint) with **Exhibit 3** (2021 Complaint). The parties are the same, and I am
3 counsel of record for Martin UOA. Plaintiffs have never given either Martin UOA or myself
4 notice (formal or otherwise) of this new filing, and at the time of submitting my present
5 Declaration, I am not aware of Plaintiffs having ever taken any efforts to serve a copy of the
6 Summons and Complaint for the 2021 Action. This is consistent with Plaintiffs prior conduct with
7 regard to the 2020 Action, as set forth in great detail in the Quash/Strike/Dismiss Motion. In
8 preparing my present Declaration, I checked the Register of Actions for the 2021 Action, which
9 does not show any case activity since September 14, 2021, when the clerk issued a Notice of Non-
10 Conforming Document directed to Plaintiffs. See **Exhibit 4** (Register of Actions).

11 5. On November 29, 2021, Plaintiffs filed a Motion for Reconsideration of Judge
12 Allf's Order entered on November 9, 2021. Plaintiffs' Motion for Reconsideration is currently
13 scheduled for hearing before Judge Allf on Wednesday, January 6, 2022 at 9:30 a.m. See **Exhibit**
14 **5** (Notice of Hearing).

15 6. The 2020 Action was assigned to Department 27 (Honorable Nancy L. Allf), one of
16 the business court departments in the Clark County District Courts. Since the 2020 Action and the
17 2021 Action both involve issues concerning the foreclosure of a condominium performed by Red
18 Rock Financial Services, LLC, a reputable local community association collection services agency
19 operating in the Las Vegas Valley, the 2021 Action also falls within the business court docket,
20 since Plaintiffs allege business torts related to the actions of Martin UOA, a Nevada Domestic
21 Non-Profit Corporation, with regard to the subject foreclosure performed by their collection
22 agency, Red Rock Financial Services LLC, a Foreign Limited-Liability Company.

23 7. As a result of all of the above, I immediately prepared the present Notice of Related
24 Cases and Motion to Consolidate ("Notice and Motion") pursuant to EDCR 2.49(c) and EDCR
25 2.50. I will have the Notice and Motion filed in both Department 27 and Department 8, pursuant
26 to EDCR 2.49(c), immediately upon receiving the Order Shortening Time from Department 27,
27 unless Department 27 itself files the Notice and Motion in both departments upon entry of the
28 Order Shortening Time I am requesting herein.

1
2 8. Since Department 27 is the first commenced action by Plaintiffs, pursuant to EDCR
3 2.50(a)(1), I am submitting my request for Order Shortening Time to Department 27 to schedule
4 hearing on the present Motion to Consolidate.

5 9. As there is an obvious relatedness between the 2020 Action in which Plaintiffs'
6 Motion for Reconsideration is pending and the 2021 Action filed by Plaintiffs, and Judge Allf of
7 Department 27 has a hearing scheduled for January 6, 2022 in the 2020 Action and she is the
8 judge in the first filed matter and is required to be the judge to hear Martin UOA's Motion to
9 Consolidate per the terms of EDCR 2.50(a)(1), it makes sense from a judicial economy and
10 resource perspective to have the Motion to Consolidate heard at the same time as Plaintiffs'
11 Motion for Reconsideration. Therefore, I respectfully request that Department 27 schedule a
12 hearing on the Motion to Consolidate on a shortened time basis and set it on the same date and
13 time as Department 27's upcoming hearing in this matter on January 6, 2022, at 9:30 a.m.

14 10. My Notice and Motion, and request for an order shortening time, thus, are made in
15 good faith and not for purposes of delay or for any other improper purpose.

16
17 I declare under penalty of perjury under the laws of the State of Nevada that the
18 foregoing is true and correct to the best of my knowledge.

19 /s/ Marc S. Cwik

20 MARC S. CWIK

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1 **ORDER SHORTENING TIME**

2 GOOD CAUSE APPEARING THEREFORE,

3 IT IS HEREBY ORDERED that the time of hearing of the above-entitled matter be, and
4 the same will be heard, on the 6th day of January 2022, at 9:30 A.M. in Dept. No. 27.

5
6 DATED this _____ day of December, 2021.

7
8 Dated this 17th day of December, 2021

9 Nancy L Allf
DISTRICT COURT JUDGE

10 28A 5A0 676D AD26
Nancy Allf
District Court Judge

11 Respectfully submitted by:

12 LEWIS BRISBOIS BISGAARD & SMITH LLP

13
14 By /s/ Marc S. Cwik
15 MARC S. CWIK, ESQ.
16 Nevada Bar No. 006946
6385 S. Rainbow Boulevard, Suite 600
17 Las Vegas, Nevada 89118
702.893.3383

18 *Attorney for Defendant The Martin*
19 *Condominium Unit Owners' Association*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **NOTICE OF RELATED CASES**

4 Plaintiffs Wesley Rusch and Oliver Longboy (“Plaintiffs”) are by now well known to the
5 Eighth Judicial District Courts in Clark County, Nevada (“EJDC”) as obvious vexatious litigants
6 with a long history of filing frivolous actions and documents related to the foreclosure of a
7 condominium which they once allegedly owned at The Martin (f/k/a Panorama Towers), located at
8 4471 Dean Martin Drive, Unit 2206, Las Vegas, Nevada 89103 (“Subject Condo”). The
9 foreclosure of the Subject Condo was commenced by Red Rock Financial Services, LLC, a
10 reputable local community association collection services agency operating in the Las Vegas
11 Valley, on behalf of Defendant Martin Condominium Unit Owners Association (“Martin UOA”),
12 after Plaintiffs became woefully delinquent on paying their monthly assessments, late fees, and
13 other fines they were assessed as residents at The Martin.

14 At present, two identical lawsuits filed by Plaintiffs against Martin UOA are venued in the
15 EJDC. On December 16, 2020, Plaintiff filed a Complaint in Case No. A-20-826568-C, entitled
16 *Wesley Rusch; Oliver Longboy v. The Martin Condominium Unit Owners’ Association*, which was
17 assigned to Department 27 (the “2020 Action”), which is part of the Business Court Division of
18 the EJDC, alleging various unfounded business torts related to the foreclosure of the Subject
19 Condo. On August 13, 2021, Martin UOA, filed a Motion to Quash Alleged Service of Process,
20 Strike Writ of Execution Filed on May 15, 2021, and to Dismiss Plaintiffs’ New Complaint for
21 Compensation (“Quash/Strike/Dismiss Motion”) on Order Shortening Time. The Defendant’s
22 motion came on for hearing on September 1, 2021 and an Order granting the motion was entered
23 by Department 27 on November 9, 2021. *See Exhibit 1.* At the time of filing the present Notice
24 of Related Cases and Motion to Consolidate, pending before Department 27 is a Motion for
25 Reconsideration filed by the Plaintiffs set to be heard on January 6, 2022 at 9:30 a.m. *See Exhibit*
26 *5.* While Plaintiffs have never given notice to Martin UOA or its counsel, Martin UOA’s counsel
27 has learned that on September 2, 2021 (prior to Department 27 entering its Order granting the
28 Quash/Strike/Dismiss Motion), Plaintiffs filed a near identical Complaint in the EJDC against

1 Martin UOA, which was randomly assigned to Department 8, in particular, Case No. A-21-
2 840526-C, entitled *Wesley Rusch; Oliver Longboy v. The Martin Condominium Unit Owners’*
3 *Association* (“2021 Action”). To avoid the gamesmanship of secrecy like what Plaintiffs
4 committed in the 2020 Action as outlined in the Quash/Strike/Dismiss Motion filed on August 13,
5 2021, Counsel for Martin UOA has filed in the 2021 Action a Notice of Representation of Counsel
6 Pursuant to NRPC 3.5A, See **Exhibit 6**.

7 The 2021 Action is nearly identical in allegations and causes of action as to the 2020
8 Action (e.g., allegations of business torts), and suffers from the same legal defects. Department 27
9 is already very familiar with the facts and claims of Plaintiffs, and the time-barred nature of
10 Plaintiffs’ claims, and the defenses asserted by Martin UOA, and judicial economy dictates
11 consolidation of the 2020 Action and the 2021 Action so that these two cases can be timely
12 adjudicated to completion.

13 II.

14 MOTION TO CONSOLIDATE

15 NRPC Rule 42(a) states that: “When actions involving a common question of law or fact
16 are pending before the court, it may order a joint hearing or trial of any or all the matters in issue
17 in the actions; it may order all the actions consolidated; and it may make such orders concerning
18 proceedings therein as may tend to avoid unnecessary costs or delay.” See, also, *Marcuse v. Del*
19 *Webb Communities, Inc.*, 123 Nev. 278, 286, 163 P.3d 462, 467–68 (2007) (Both NRPC 42(a) and
20 its federal counterpart allow for consolidation of actions that involve a common question of law or
21 fact). Here, the parties to both actions are the same, counsel for Martin UOA is the same, the
22 subject matter and the gravamen of the causes of action in both cases are identical, and both cases
23 involve common questions of law and fact. Moreover, Department 27 is already very familiar
24 with Plaintiffs’ allegations and causes of action, and Martin UOA’s defenses, having already ruled
25 on a contested motion between the parties. Therefore, judicial economy and consistency will be
26 facilitated if the two cases are consolidated and heard by the same judge. Department 27 is also
27 one of the business court departments in the EJDC and Plaintiffs allege business torts against
28 Martin UOA related to business actions taken by Red Rock Financial Services, LLC on behalf of

1 Martin UOA with regard to foreclosure of the Subject Condo. Therefore, it would be wholly
2 appropriate for the 2020 Action and the 2021 Action to be consolidated and for Department 27 to
3 be assigned to the 2021 Action to resolve the business torts allegations brought by Plaintiffs. *See*
4 EDCR 1.61(a)(2)(ii); EDCR 1.61(c)(2) and (4); EDCR 2.49(c); and EDCR 2.50(a).

5 **III.**

6 **CONCLUSION**

7 For all of the foregoing reasons, Clark County District Court Case Nos. A-20-826568-C,
8 entitled *Wesley Rusch; Oliver Longboy v. The Martin Condominium Unit Owners' Association*
9 assigned to Department 27, and No. A-21-840526-C, also entitled *Wesley Rusch; Oliver Longboy*
10 *v. The Martin Condominium Unit Owners' Association*, should be consolidated within the EJDC.
11 Pursuant to EDCR 2.50(a)(1), consolidation is mandated into Department 27, as it is the first
12 commenced action between the two cases filed by Plaintiffs. Moreover, since Plaintiffs'
13 allegations involve business torts related to a unit-owners' association and its collection services
14 agency, it makes sense for Department 27 (one of the business court departments in the EJDC) to
15 be assigned to both cases, not to mention that judicial economy dictates consolidation due to
16 Department 27's familiarity with the factual allegations and claims of Plaintiffs, and Martin
17 UOA's defenses.

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1 WHEREFORE, Defendant Martin UOA respectfully requests that its Motion to
2 Consolidate be GRANTED.

3 DATED this 17th day of December, 2021.

4
5 LEWIS BRISBOIS BISGAARD & SMITH LLP

6 By /s/ Marc S. Cwik

7 MARC S. CWIK, ESQ.

8 Nevada Bar No. 006946

9 6385 S. Rainbow Boulevard, Suite 600

Las Vegas, Nevada 89118

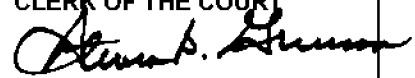
10 *Attorney for Defendant The Martin Condominium*
11 *Unit Owners' Association*
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| LIST OF EXHIBITS | |
|------------------|--------------------------|
| EXHIBIT NO. | EXHIBIT TITLE |
| 1 | Notice of Entry of Order |
| 2 | 2020 Complaint |
| 3 | 2021 Complaint |
| 4 | Register of Actions |
| 5 | Notice of Hearing |
| 6 | Notice of Representation |

EXHIBIT 1

EXHIBIT 1



1 **NEOJ**
2 MARC S. CWIK, ESQ.
3 Nevada Bar No. 006946
4 E-Mail: Marc.Cwik@lewisbrisbois.com
5 LEWIS BRISBOIS BISGAARD & SMITH LLP
6 6385 S. Rainbow Boulevard, Suite 600
7 Las Vegas, Nevada 89118
8 702.893.3383
9 FAX: 702.893.3789
10 *Attorney for Defendant The Martin*
11 *Condominium Unit Owners' Association*

7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 WESLEY RUSCH, an individual, and OLIVER
10 LONGBOY, an individual,

11 Plaintiffs,

12 vs.

13 THE MARTIN CONDOMINIUM UNIT
14 OWNERS' ASSOCIATION, domestic non-profit;
DOE Individuals I through X; and ROE
Corporations and Organizations I through X,

15 Defendant.

CASE NO. A-20-826568-C
DEPT. NO.: 27

**NOTICE OF ENTRY OF ORDER
QUASHING SERVICE OF PROCESS,
STRIKING WRIT OF EXECUTION
FILED ON MAY 15, 2021, AND
DISMISSING PLAINTIFFS' NEW
COMPLAINT FOR COMPENSATION
WITHOUT PREJUDICE**

17 NOTICE IS HEREBY GIVEN that an **ORDER QUASHING SERVICE OF PROCESS,**
18 **STRIKING WRIT OF EXECUTION FILED ON MAY 15, 2021, AND DISMISSING**
19 **PLAINTIFFS' NEW COMPLAINT FOR COMPENSATION WITHOUT PREJUDICE** was

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28 4878-9094-8611.1

1 entered into the above captioned matter on November 9, 2021; a true and correct copy is attached
2 hereto as **Exhibit A**.

3 DATED this 10th day of November, 2021.

4
5 LEWIS BRISBOIS BISGAARD & SMITH LLP

6 By /s/ Marc S. Cwik

7 MARC S. CWIK, ESQ.

8 Nevada Bar No. 006946

9 6385 S. Rainbow Boulevard, Suite 600

Las Vegas, Nevada 89118

10 *Attorney for Defendant The Martin Condominium*
11 *Unit Owners' Association*

1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCp 5(b), I hereby certify that I am an employee of LEWIS BRISBOIS BISGAARD
3 & SMITH LLP and that on this 10th day of November, 2021 I did cause a true copy of the foregoing
4 **NOTICE OF ENTRY OF ORDER QUASHING SERVICE OF PROCESS, STRIKING**
5 **WRIT OF EXECUTION FILED ON MAY 15, 2021, AND DISMISSING PLAINTIFFS'**
6 **NEW COMPLAINT FOR COMPENSATION WITHOUT PREJUDICE** to be served via the
7 Court's electronic filing and service system to all parties on the current service list.

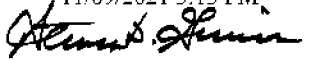
8
9 ***VIA EMAIL AND U.S. MAIL TO:***

10 Wesley Rusch and Oliver Longboy
11 P.O. Box 30907
12 Las Vegas, NV 89173
13 (702) 764-0001
14 dirofcomp@yahoo.com

15 By /s/ Susan Awe
16 an Employee of
17 LEWIS BRISBOIS BISGAARD & SMITH LLP
18
19
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26
27

EXHIBIT A

EXHIBIT A


CLERK OF THE COURT

ORDR

MARC S. CWIK, ESQ.
Nevada Bar No. 006946
E-Mail: Marc.Cwik@lewisbrisbois.com
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702.893.3383
FAX: 702.893.3789
*Attorney for Defendant The Martin
Condominium Unit Owners' Association*

DISTRICT COURT

CLARK COUNTY, NEVADA

WESLEY RUSCH, an individual, and
OLIVER LONGBOY, an individual,

Plaintiffs,

vs.

THE MARTIN CONDOMINIUM UNIT
OWNERS' ASSOCIATION, domestic non-
profit; DOE Individuals I through X; and ROE
Corporations and Organizations I through X,

Defendant.

CASE NO. A-20-826568-C
DEPT. NO.: 27

**ORDER QUASHING SERVICE OF
PROCESS, STRIKING WRIT OF
EXECUTION FILED ON MAY 15, 2021,
AND DISMISSING PLAINTIFFS' NEW
COMPLAINT FOR COMPENSATION
WITHOUT PREJUDICE**

**DATE September 1, 2021
TIME: 9:00 a.m.**

Defendant, THE MARTIN CONDOMINIUM UNIT OWNERS' ASSOCIATION ("Martin UOA"), filed its Motion to Quash Alleged Service of Process, Strike Writ of Execution Filed on May 15, 2021, and to Dismiss Plaintiffs' New Complaint for Compensation on an Order Shortening Time (hereinafter the "Motion to Quash/Strike/Dismiss") on August 13, 2021. Plaintiffs filed their "Reply to Motion to Quash et al" on August 23, 2021; another reply-brief with no cover page or title on August 25, 2021; and a "Supplemental Reply to Motion to Quash et al"

1 on August 26, 2021.

2 Defendant's Motion to Quash/Strike/Dismiss came on for hearing before the Honorable
3 Judge Nancy L. Alff on September 1, 2021 (hereinafter the "Hearing"). Marc S. Cwik, Esq. of
4 LEWIS BRISBOIS BISGAARD & SMITH LLP, appeared on behalf Martin UOA through the
5 BlueJeans Videoconferencing Application. Plaintiff Wesley Rusch appeared Pro Se through the
6 BlueJeans Videoconferencing Application. Plaintiff Oliver Longboy did not appear.
7

8 The Court, having reviewed and considered the pleadings and papers on file herein, as well
9 as the respective counsel's oral arguments at the Hearing, and for good cause appearing, finds,
10 concludes and orders, as follows.

11 I.

12 **FINDINGS OF FACT**

13
14 **A. BACKGROUND CONCERNING THE PRESENT ACTION AND PLAINTIFFS'**
15 **CLAIMS.**

16 1. The present action was filed on December 16, 2020 with the filing of a New
17 Complaint for Compensation (the "Complaint") by Plaintiff Wesley Rusch ("Rusch") and Plaintiff
18 Oliver Longboy (collectively the "Plaintiffs").
19

20 2. Plaintiffs' Complaint is the third lawsuit involving Plaintiffs in the Clark County
21 District Courts related to a condominium which Plaintiffs formerly owned, located at The Martin
22 (f/k/a Panorama Towers), 4471 Dean Martin Drive, Unit 2206, Las Vegas, Nevada 89103 (the
23 "Subject Property").

24 3. The Subject Property was foreclosed upon and sold at a foreclosure sale conducted
25 by Red Rock Financial Services on behalf of Martin UOA related to Plaintiffs' being delinquent on
26 paying their monthly assessments, late fees, and other fines they were assessed as residents at The
27 Martin.
28

1 4. The first prior lawsuit was a quiet title action brought by the buyer of the Subject
2 Property at the foreclosure sale. *See Clark County District Court Case No. A-17-764643-C,*
3 *Hollyvale Rental Holdings, LLC v. Wesley Rusch and Oliver Longboy.*

4 5. The second prior lawsuit was an action filed against Martin UOA related to claims
5 challenging computation of the lien that formed the basis of the foreclosure sale. *See Clark County*
6 *District Court Case No. A-18-774190-C, Wesley Rusch and Oliver Longboy v. The Martin*
7 *Condominium Unit Owners Association.* This case was dismissed on March 27, 2019. Thereafter,
8 Judge Jacqueline Bluth entered an Order on January 12, 2021 reiterating the case was dismissed
9 and requiring Plaintiffs to seek leave of court before filing any further documents.
10

11 6. Plaintiffs did not seek leave of court from Judge Bluth before filing the present
12 action. While Plaintiffs' Complaint in the present action is pled in an inartful manner and asserts
13 the same causes of action for breach of contract, breach of the duty of good faith and fair dealing
14 and wrongful foreclosure that were dismissed on March 27, 2019, the gravamen of Plaintiffs'
15 Complaint, based upon Plaintiffs' allegations and the statements made on the record by Rusch
16 during the Hearing on the Motion to Quash/Strike/Dismiss, is a claim challenging the notice of
17 default and election to sell that was recorded against the condominium for the purpose of seeking
18 to recover possession of the Subject Property. This Court finds, however, that claims concerning
19 possession of the property have already been quieted in Case No. A-17-764643-C.
20
21

22 **B. PERTINENT PROCEDURAL HISTORY CONCERNING THE PARTIES.**

23 **The Foreclosure of the Subject Condominium.**

24 1. Plaintiffs purchased the subject condominium at The Martin in or around August
25 2014. By 2015, their unit owner account with The Martin went into delinquency.

26 2. On or about January 14, 2016, Red Rock Financial Services, on behalf The Martin,
27 sent correspondence to Plaintiff to commence foreclosure proceedings.
28

1 3. A foreclosure sale was held on August 10, 2017, and Hollyvale Rental Holdings,
2 LLC purchased the subject condominium.

3 **The Quiet Title Action – Clark County District Court Case No. A-17-764643-C.**

4 4. Immediately after purchasing the condominium, on November 14, 2017, Hollyvale
5 Rental Holdings, LLC commenced quiet title proceedings against Plaintiffs, in Clark County
6 District Court Case No. A-17-764643-C, *Hollyvale Rental Holdings, LLC v. Wesley Rusch and*
7 *Oliver Longboy*.

8
9 5. On May 29, 2018, title was quieted in favor of Hollyvale Rental Holdings, LLC and
10 against Plaintiffs in Case No. A-17-764643-C.

11 **The Plaintiffs' First Lawsuit Against The Martin – Clark County District Court Case No. A-18-**
12 **774190-C.**

13 6. On May 8, 2018, Plaintiffs, through their then attorney, Bryan Naddafi, filed a
14 Complaint against The Martin with regard to Plaintiffs' allegations challenging computation of the
15 lien that formed the basis of the foreclosure, in Clark County District Court Case No. A-18-
16 774190-C, *Wesley Rusch and Oliver Longboy v. The Martin Condominium Unit Owners*
17 *Association*.

18
19 7. On March 27, 2019, Plaintiffs' Complaint was dismissed by a judgment on the
20 pleadings, entered in Case No. A-18-774190-C, due to Plaintiffs failure to comply with the
21 requirements of NRS 38.310.

22 8. Thereafter, the parties and their attorneys unsuccessfully tried to mediate Plaintiffs'
23 lien-related claims before the Nevada Real Estate Division. Plaintiffs then began serving fugitive
24 discovery and pleadings in dismissed Case No. A-18-774190-C, which prompted Mr. Naddafi to
25 file a motion to withdraw as counsel of record and to strike Plaintiff's fugitive documents, which
26 was granted on June 17, 2020 by Judge Jacqueline M. Bluth, who also ordered the case to remain
27 dismissed.
28

1 9. On July 31, 2020 and again on August 14, 2020, Judge Bluth entered and filed a
2 Civil Order to Statistically Close Case in dismissed Case No. A-18-774190-C.

3 10. Plaintiffs continued, however, without leave of court, to file fugitive documents in
4 dismissed Case No. A-18-774190-C. As a result, on January 12, 2021, Judge Bluth entered
5 another order that the case remain dismissed and required Plaintiffs to seek leave of court before
6 filing any further documents. See **Exhibit 1** attached to the Motion to Quash/Strike/Dismiss.

7
8 **The Present Action and Its Procedural History.**

9 11. On December 16, 2020, Plaintiffs filed their Complaint in the present action.
10 Plaintiffs never notified Mr. Cwik of their filing. See **Exhibit 2** attached to the Motion to
11 Quash/Strike/Dismiss.

12 12. On January 25, 2021, Plaintiffs filed a document entitled “Notice of Default and
13 Request for Compensation.”

14 13. On February 2, 2021, Plaintiffs filed again a document entitled “Notice of Default
15 and Request for Compensation.”

16 14. On February 13, 2021, Plaintiffs filed a document they titled “Status Re Defendant's
17 Default and Plaintiff Request for Compensation,” which was a request that a default be entered
18 against The Martin.
19

20 15. On February 15, 2021, Plaintiffs filed a document titled “Summons.”
21

22 16. On February 18, 2021, Plaintiffs filed a document which they titled “Notice of
23 Defendants’ Default and Plaintiff Request for Compensation,” and a document which they titled
24 “Affidavit in Support of Judgment by Default.”

25 17. On February 28, 2021, Plaintiffs filed an unsigned Affidavit of Service, claiming an
26 individual named “Stephanie” served a Summons on Complaint upon The Martin on December 24,
27 2020.
28

1 18. On March 9, 2021, Plaintiffs filed another Affidavit of Service, claiming an
2 individual named “Stephanie” served a copy of a “Complaint for Compensation” upon The Martin
3 on December 24, 2020. Sometime thereafter, Plaintiffs apparently filed a Writ of Execution.

4 19. On March 25, 2021, this Court entered an Order to Strike, which struck the Writ of
5 Execution. The Order also noted “after review that a Complaint was filed on December 16, 2020,
6 but that no summons has been issued and that there has been no service on Defendant.”

7 20. On April 12, 2021, Plaintiff filed a document titled “Summons,” which was not
8 signed.

9 21. On May 6, 2021, Plaintiffs filed a document titled “Plaintiffs’ Motion to (sic) Entry
10 of Default Judgment Order.”

11 22. On May 7, 2021, the Clerk issued a Notice of Nonconforming Document regarding
12 “Plaintiffs’ Motion to Entry of Default Judgment Order,” since Plaintiffs failed to indicate whether
13 they were requesting a hearing.

14 23. On May 15, 2021, Plaintiffs again filed a document titled “Writ of Execution,”
15 seeking to execute upon The Martin’s bank account in the amount of \$6,025,442.92.

16 24. On June 3, 2021, Plaintiffs filed a document titled “Plaintiff’s Request for Order,”
17 seeking to have the court enter a Default Judgment.

18 25. On June 15, 2021, Plaintiffs filed a document entitled “Application for Default
19 Judgment.”

20 26. On June 20, 2021, Plaintiffs filed a document entitled “Application for Default
21 Judgment.”

22 27. On June 22, 2021, this court entered an Order Denying Applications for Default
23 Judgment Filed June 15, 2021 and June 20, 2021 Without Prejudice. The Order noted Plaintiffs
24 ongoing failure to follow the Nevada Rules of Civil Procedure and that Plaintiffs had not properly
25

1 completed service of process and any default entered in the case would violate due process. The
2 Order also reminded Plaintiffs of the requirement to timely serve a summons and complaint or that
3 the case may be dismissed.

4 28. On June 27, 2021, Plaintiffs filed a document entitled "Application for Default
5 Judgment." This document, like previous Applications filed by Plaintiffs, claimed service of
6 process was completed on April 14, 2021. This time, Plaintiffs filled in an entire name (Stephanie
7 Bondoc) on an "Affidavit of Service," and included a purported e-signature from this person (not a
8 wet, notarized signature). The "Affidavit" was backdated to April 14, 2021 by Plaintiffs. The
9 Affidavit claimed "Steven Temes director for the Martin Condominium Unit Owners Association"
10 was served by Ms. Bondoc.
11

12 29. On July 1, 2021, Plaintiffs filed a document entitled "Application for Default
13 Judgment, which was essentially a re-filing of the Application for Default Judgment filed on June
14 22, 2021.
15

16 30. On July 5, 2021, Plaintiffs filed a document entitled "Application for Default
17 Judgment, which was also essentially a re-filing of the Application for Default Judgment filed on
18 June 22, 2021.

19 31. On August 9, 2021, this Court issued an Order Setting Hearing for September 1,
20 2021.
21

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 **II.**

1 CONCLUSIONS OF LAW

2 A. LEGAL STANDARDS APPLICABLE TO MOTION TO QUASH / STRIKE /
3 DISMISS.

4 1. NRCP 12(b)(4) provides grounds for a defendant to challenge service of process of
5 a Complaint and NRCP 12(b)(5) further provides grounds to seek dismissal of a complaint under
6 the service of process rules.

7
8 2. In *Hansen v. Eighth Judicial District Court*, 116 Nev. 650, 6 P.3d 982 (Nev. 2001)
9 the Nevada Supreme Court abrogated the special appearance versus general appearance doctrine in
10 the state of Nevada, permitting a Defendant to challenge service of process without the risk of
11 making a general appearance.

12 3. NRCP 12(f) also provides that a party may seek to strike from the court record “any
13 redundant, immaterial, impertinent, or scandalous matter” related to a pleading.

14 4. NRCP 4 governs “Summons and Service” in district court actions in the State of
15 Nevada.

16
17 5. NRCP 4(b), entitled “Issuance,” requires the following: “On or after filing a
18 complaint, the plaintiff must present a summons to the clerk for issuance under signature and seal.
19 If a summons is properly presented, the clerk must issue a summons under signature and seal to the
20 plaintiff for service on the defendant. A summons — or a copy of a summons that is addressed to
21 multiple defendants — must be issued for each defendant to be served.”

22 6. NRCP 4(b)(c), entitled “Service,” requires the following, in pertinent part:

23
24 **(1) In General.** Unless a defendant voluntarily appears, the plaintiff is
25 responsible for:

26 (A) obtaining a waiver of service under Rule 4.1, if applicable; or

27 (B) having the summons and complaint served under Rule 4.2, 4.3, or 4.4
28 within the time allowed by Rule 4(e).

1 **(2) Service With a Copy of the Complaint.** A summons must be served
2 with a copy of the complaint. The plaintiff must furnish the necessary
3 copies to the person who makes service.

4 **(3) By Whom.** The summons and complaint may be served by the sheriff, or
5 a deputy sheriff, of the county where the defendant is found or by any
6 person who is at least 18 years old and not a party to the action.

7 ...

8 7. NRCP 4(e)(1) sets forth the general time limit for service of process, as follows:
9 “The summons and complaint must be served upon a defendant no later than 120 days after the
10 complaint is filed, unless the court grants an extension of time under this rule.”

11 8. NRCP 4(e)(2) provides for dismissal of a complaint if service of process is not
12 timely made, as follows: “If service of the summons and complaint is not made upon a defendant
13 before the 120-day service period — or any extension thereof — expires, the court must dismiss
14 the action, without prejudice, as to that defendant upon motion or upon the court’s own order to
15 show cause.”

16 9. NRCP 4.2(c)(1) governs “Service Within Nevada” of a summons and complaint
17 upon a Nevada non-domestic corporation. In particular, Subsection (A) of this rule requires the
18 following: “(A) An entity or association that is formed under the laws of this state, is registered to
19 do business in this state, or has appointed a registered agent in this state, may be served by
20 delivering a copy of the summons and complaint to: (i) the registered agent of the entity or
21 association; (ii) any officer or director of a corporation; (iii) any partner of a general partnership;
22 (iv) any general partner of a limited partnership; (v) any member of a member-managed limited-
23 liability company; (vi) any manager of a manager-managed limited-liability company; (vii) any
24 trustee of a business trust; (viii) any officer or director of a miscellaneous organization mentioned
25 in NRS Chapter 81; (ix) any managing or general agent of any entity or association; or (x) any
26 other agent authorized by appointment or by law to receive service of process.” Subsection (B) of
27 other agent authorized by appointment or by law to receive service of process.” Subsection (B) of
28 other agent authorized by appointment or by law to receive service of process.” Subsection (B) of

1 this rule further provides the following: "If an agent is one authorized by statute and the statute so
2 requires, a copy of the summons and complaint must also be mailed to the defendant entity or
3 association at its last-known address."

4 **B. PLAINTIFFS' CLAIMED SERVICE OF PROCESS UPON MARTIN UOA IS**
5 **QUASHED.**

6 1. This Court concludes NRCP 4.2 applies to service of process of the summons and
7 complaint under NRCP 4(c)(1), because Martin UOA is a Nevada domestic non-profit corporation
8 (i.e., an entity or association). See **Exhibit 5** attached to the Motion to Quash/Strike/Dismiss.
9

10 2. Based upon NRCP 4 and NRCP 4.2, this Court concludes Nevada law requires
11 Plaintiff to present a summons to the clerk for issuance under signature and seal, and then to have
12 the summons and complaint served together upon either Martin UOA's registered agent, or any
13 officer or director of the corporation the Defendant, within 120 days after Plaintiffs' Complaint
14 was filed.
15

16 3. This Court concludes that no simple service by mail upon an entity or association is
17 permitted in Nevada.

18 4. This Court concludes that since Plaintiffs filed their Complaint on December 16,
19 2020, the last day to have effected service of process upon Martin UOA was Thursday, April 15,
20 2021.
21

22 5. While NRCP 4 does permit a plaintiff to seek an extension of time for effecting
23 service of process prior to expiration of the 120-day period, good cause must exist. This Court
24 concludes that good cause does not exist in this matter, as no extension of time was ever requested
25 by Plaintiffs prior to the date of hearing of the Motion to Quash/Strike/Dismiss and no extension of
26 time was granted by this court in any of its previous orders.
27
28

1 6. This Court concludes that it has previously found in Orders entered on March 25,
2 2021 and June 22, 2021 that Plaintiffs failed to comply with the service of process requirements of
3 the Nevada Rules of Civil Procedure.

4 7. This Court concludes that the Motion to Quash/Strike/Dismiss is applicable to
5 Plaintiffs' claims of service of process asserted after this Court's Order entered on June 22, 2021.
6

7 8. This Court concludes that it is proper to quash all of Plaintiffs' claims of service of
8 process after this Court's Order dated June 22, 2021.

9 9. This Court concludes that Plaintiffs' claim to have served a Director of Martin
10 UOA is fatally flawed, as Steven Temes identified in Plaintiffs' Application for Default Judgment
11 filed on July 1, 2021 was not a Director of Martin UOA, per a Declaration Under Penalty of
12 Perjury submitted by Sharon C. Taggart, the general manager at The Martin (*see Exhibit 3*
13 attached to the Motion to Quash/Strike/Dismiss) and publicly available information with the
14 Nevada Secretary of State's office (*see Exhibit 5* attached to the Motion to Quash/Strike/Dismiss).
15

16 10. This Court concludes that Rusch's oral request at the Hearing for additional time to
17 effect service of process is untimely brought and, therefore, denied.

18 11. This Court further concludes that good cause does not exist to enlarge the time for
19 service of process for the following reasons: (1) Plaintiffs knew Martin UOA was represented by
20 counsel (Marc S. Cwik) and never alerted Mr. Cwik that they had filed a new action after dismissal
21 of Clark County Case No. A-18-774190-C and Mr. Cwik's defense of Plaintiffs' post-dismissal
22 efforts to reopen that case; (2) Plaintiffs improperly tried to obtain a Default and Default Judgment
23 against Martin UOA without notifying Mr. Cwik; (3) Rusch, according to Martindale.com, has
24 been licensed in the past as an attorney in the states of California, Wisconsin and New York (*see*
25 *Exhibit 4* attached to the Motion to Quash/Strike/Dismiss) and presumably would have the legal
26 training to determine the requirements for service of process in Nevada; and (4) pursuant to NRPC
27
28

1 3.5A, “When a lawyer knows or reasonably should know the identity of a lawyer representing an
2 opposing party, he or she should not take advantage of the lawyer by causing any default or
3 dismissal to be entered without first inquiring about the opposing lawyer’s intention to proceed.”

4 **C. PLAINTIFFS’ WRIT OF EXECUTION FILED ON MAY 15, 2021 IS STRICKEN**
5 **FROM THE COURT RECORD.**

6 1. This court is permitted under NRCP 12(f) to strike from the court record “any
7 redundant, immaterial, impertinent, or scandalous matter” related to a pleading and concludes that
8 an unlawfully filed Writ of Execution is a scandalous matter tied to a pleading filed with the court,
9 since there would first need to be a judgment entered by the court before a writ of execution could
10 ever be issued. *See* 1 Nevada Civil Practice Manual § 31.13.

12 2. Plaintiffs filed Writs of Execution on March 16, 2021 and May 15, 2021. On
13 March 25, 2021, this Court previously entered an Order striking Plaintiffs’ Writ of Execution filed
14 on March 16, 2021 and concludes that it is proper to also strike Plaintiffs’ Writ of Execution filed
15 on May 15, 2021 and so strikes it from the court record.

17 **D. THIS COURT TAKES NOTE THAT TITLE HAS ALREADY BEEN QUIETED**
18 **WITH REGARD TO THE SUBJECT PROPERTY AND, FURTHERMORE,**
19 **PLAINTIFFS’ CLAIMS AGAINST MARTIN UOA APPEAR TO BE TIME-**
20 **BARRED UNDER NEVADA LAW.**

21 1. Although, due to the procedural posture of this case, this Court concludes the
22 Motion to Quash/Strike/Dismiss is interpreted by this Court to be a procedural motion brought
23 under NRCP 12(b)(4), NRCP 12(f), NRCP 4, and NRCP 4.2, this Court still took note in response
24 to Rusch’s arguments at the Hearing that title has already been quieted with regard to the Subject
25 Property and, furthermore, Plaintiffs’ claims in the present action appear to be time-barred by
26 applicable statute of limitations, because Plaintiffs are challenging the notice of default and
27 election to sell that was recorded against the Subject Property for the purpose of Plaintiffs seeking
28

1 to recover possession of the Subject Property.

2 2. In particular, with regard to the remedies available to Plaintiffs to seek repossession
3 of the Subject Property, pursuant to NRS 116.31166(3), Plaintiffs had 60 days after the foreclosure
4 sale in which to take steps to redeem the Subject Property. Alternatively, pursuant to NRS
5 107.080(6), Plaintiffs had 90 days after the date of the sale in which to file an action to void the
6 sale. Since the foreclosure proceedings concluded in August 2017 and Plaintiffs' Complaint in the
7 present action was filed by Plaintiffs in December 2020, this Court concludes that Plaintiffs'
8 claims appear to be time-barred and so cautioned Rusch at the Hearing on behalf of Plaintiffs.
9

10 **E. PLAINTIFFS' COMPLAINT IS DISMISSED WITHOUT PREJUDICE.**
11

12 1. For the reasons noted above, this Court concludes that the 120-day time-period to
13 effectuate service of process in this present action under NRCP 4(e)(1) expired on April 15, 2021.

14 2.. This Court further concludes that since no leave of court was ever timely sought by
15 Plaintiffs or granted by this Court, NRCP 4(e)(2) requires this matter be dismissed, without
16 prejudice.
17

18 3. This Court takes note, however, consistent with the above conclusions, that any re-
19 filing of Plaintiffs' Complaint would appear to be time barred under NRS 116.31166(3) and NRS
20 107.080(6).
21

22 **F. SUMMARY.**

23 For all of the foregoing reasons, this Court concludes that Defendant Martin UOA's
24 Motion to Quash Alleged Service of Process, Strike Writ of Execution Filed on May 15, 2021, and
25 to Dismiss Plaintiffs' New Complaint for Compensation on an Order Shortening Time should be
26 granted in its entirety; all service of process claims by Plaintiffs after this Court's Order dated June
27 22, 2021 should be quashed; Plaintiffs' Writ of Execution filed on May 15, 2021 should be
28

1 stricken from the court record; Plaintiffs' Complaint should be dismissed, without prejudice; and
2 based upon the record before this Court, this Court takes note and so cautions Plaintiffs that a re-
3 filing of their Complaint against Martin UOA would appear to be time-barred under NRS
4 116.31166(3) and NRS 107.080(6).

5
6 **ORDER**

7 Based upon the Findings of Fact and Conclusions of Law set forth above, and good cause
8 appearing, this Court orders, as follows:

9
10 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that all service of process
11 of Plaintiffs' Complaint in the present action claimed by Plaintiffs after this Court's Order dated
12 June 22, 2021 is QUASHED;

13 **IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that the Writ
14 of Execution filed by Plaintiffs on May 15, 2021 is hereby STRICKEN from the court record;

15
16 **IT IS HEREBY FURTHER ORDERED, ADJUDGED, AND DECREED** that
17 Plaintiffs' Complaint filed in the present action is DISMISSED, without prejudice; and

18 **IT IS HEREBY FURTHER NOTED** by this Court that title has already been quieted
19 with regard to the Subject Property and, furthermore, Plaintiffs' claims against Martin UOA appear
20 to be time-barred under applicable Nevada statutes of limitations, and this Court has so cautioned
21 the Plaintiffs should Plaintiffs seek to re-file their Complaint.

22
23 **IT IS SO ORDERED.**

24 DATED this 9th day of November, 2021.

25
26 Dated this 9th day of November, 2021

27 Nancy L. Alf

28 TW

A8B 6EA 7A20 242F

Nancy Alf Case No. A-20-826568-C
District Court Judge

4823-3764-0443.2

14

ORDER ON DISMISSING PLAINTIFFS' NEW COMPLAINT FOR COMPENSATION
WITHOUT PREJUDICE

1 **Respectfully Submitted by:**

2
3 LEWIS BRISBOIS BISGAARD & SMITH LLP

4 /s/ Marc S. Cwik

5 MARC S. CWIK

Nevada Bar No. 006946

6 ADAM J. PERNSTEINER

7 Nevada Bar No. 7862

6385 S. Rainbow Boulevard, Suite 600

8 Las Vegas, Nevada 89118

9 *Attorneys for Defendants Luis Ayon and*
10 *Ayon Law, PLLC*

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Wesley Rusch, Plaintiff(s)

CASE NO: A-20-826568-C

7 vs.

DEPT. NO. Department 27

8 The Martin Condominium Unit
9 Owners' Association,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 11/9/2021

16 Marc Cwik

Marc.Cwik@lewisbrisbois.com

17 Susan Awe

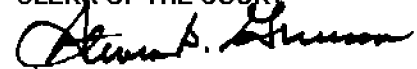
susan.awc@lewisbrisbois.com

18 Wesley Rusch

dirofcomp@yahoo.com

EXHIBIT 2

EXHIBIT 2



OLIVER LONGBOY
WESLEY RUSCH in Pro Se

BOX 30907
Las Vegas NV 89173
702 764 0001
Email: Dirofcomp@yahoo.com

CASE NO: A-20-826568-C
Department 27

Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

7

WESLEY RUSCH, an individual, and
OLIVER LONGBOY, an individual.

) Case No.:
) Case No.:
) Dept No.:
~

Plaintiffs,

Plaintiffs,

**NEW COMPLAINT FOR
COMPENSATION**

vs.

THE MARTIN CONDOMINIUM UNIT
OWNERS' ASSOCIATION, a domestic
non-profit corporation; DOE Individuals I)
through X; and ROE Corporations and)
Organizations I through X,)
Defendants.)

The Court ordered Mediation failed so we are filing a new complaint for compensation as follows

COMES NOW, Plaintiffs, WESLEY RUSCH, an individual, and OLIVER
LONGBOY, alleges against Defendant THE MARTIN CONDOMINIUM UNIT ASSOCIATION, a
domestic non-profit corporation as follows:

GENERAL ALLEGATIONS

1. That at all times relevant herein, Plaintiff, WESLEY RUSCH, an individual, (hereinafter "Rusch") was and is a resident of the State of Nevada.
2. That at all times relevant herein, Plaintiff, OLIVER LONGBOY, an individual, (hereinafter "Longboy") was and is a resident of the State of Nevada.
3. That all times relevant herein, Defendant, THE MARTIN CONDOMINIUM UNIT\ OWNERS' ASSOCIATION, a domestic non-profit corporation (hereinafter "Martin"), was a non-profit corporation incorporated in the State of Nevada.
4. Pursuant to Nevada Rules of Civil Procedure, Rule 10(a) and *Nuremberger Hercules-Werke GMBH v. Vrostek*, 107 Nev. 873, 822 P.2d 1100 (1991), the true names and capacities, whether individual, corporate, associate or otherwise, of Defendants named herein as DOE Individuals I through X and ROE Corporations and Organizations I through X, are unknown at the present time; however, it is alleged and upon information and belief, that these Defendants were involved in the initiation, approval, support, or execution of the wrongful acts upon which this litigation is premised, or of similar actions directed against Plaintiff about which they were presently unaware. As the specific identity of these parties are revealed through the course of discovery, the Plaintiff will ask leave of the Court to amend the Complaint so that the DOE and/or ROE appellations will be replaced to identify these parties by their true names and capacities.

5. That on or about August 11, 2014, Rusch and Longboy (collectively "Plaintiffs") became the owners of real property commonly known as 4471 Dean Martin Dr.

UNIT 2206 Las Vegas, NV 89103 and legally described as

PANORAMA TOWER PHASE III

PLAT BOOK 140 PAGE 21

UNIT 2206

APN: 162-20-213-163 (hereafter "Subject Property").

6. That Plaintiffs owned the Subject Property free and clear of any encumbrances.
7. That on or about June 29, 2015, a sprinkler or water pipe busted on the floor where the Subject Property was located.
8. As a result of the water pipe busting, water ran throughout the entire floor where the Subject Property was located.
9. Upon information and belief, the Martin was informed of the water pipe busting shortly after it happened.
10. Upon information and belief, the Martin failed to either turn off the water escaping from the busted water pipe or failed to irrigate the water to another location to prevent damage to the Subject Property and its neighboring units.
11. That as a result, the Subject Property suffered extensive damage including damage to its floors and Plaintiffs' personal property.
12. Furthermore, the damage was so extensive that Plaintiffs were required to vacate the Subject Property and incur large expenses on their part.
13. Plaintiffs informed the Martin HOA that the damage caused to Plaintiffs' Subject and the expenses incurred to vacate the Subject Property far exceeded any monthly assessments.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

14. Plaintiff repeats and re-alleges Paragraphs 1 through 13 of the Complaint, as though they were fully set forth herein
15. Plaintiffs, as the owners of the Subject Property, enter into an agreement with the Martin in the form of a documents entitled Covenants, Conditions and Restrictions ("CC&Rs).
16. Pursuant to the CC&Rs, Martin was under an obligation maintain the common areas surrounding the Subject Property.,
17. Plaintiffs performed their obligations under the CC&Rs.
18. Martin materially breached its CC&Rs as it failed to address the issues stemming from the flood.
19. Due to Martins breach of their obligations under the CC&Rs described herein.

Plaintiffs have been damaged in an amount of \$25,552.92

SECOND CLAIM FOR RELIEF

(Breach of the Duty of Good Faith and Fair Dealing)

21. Plaintiff repeats and re-alleges Paragraphs 1 through 19 of the Complaint, as though they were fully set forth herein.

22. "It is well settled in Nevada that 'every contract imposes upon the contracting parties the duty of good faith and fair dealing.'" *State v Sutton*, 120 Nev. 972, 989 (2004).
23. By entering into a valid agreement with Plaintiffs, Defendant has a duty to act in a manner consistent with good faith and fair dealing
24. That upon information and belief, Defendant has breached the covenant of good faith and fair dealing implied in every contract which was multiplied by Martin's non-feasance when the flood occurred in addition to pursuing non-judicial foreclosure during the pendency of Rusch's bankruptcy.
25. That as a direct and proximate result of the Defendant's actions, Plaintiffs have been damaged in the amount of \$27,443.92.

THIRD CLAIM FOR RELIEF

(Wrongful Foreclosure - Violation of NRS 116)

27. Plaintiff repeats and re-alleges Paragraphs 1 through 25 of the Complaint, as though they were fully set forth herein.
28. Defendant's non-judicial foreclosure of the Subject Property included disallowed items and Martin took monies discharged in bankruptcy/.
29. The sales of Rusch's condo was in violation of Nevada Law. Red Rock Martin' agent was required to comply with Nevada Law.

30. The **Martin HOA did not comply with NRS 116.31162 et seq** when it sold the property,

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.

1. 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)

8

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.

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 invalid and the sale must be reversed and Rusch must be returned to his condo. Therefore the possession of the Martin condo must be restored to Rusch and Longboy immediately

Rusch and Longboy should also be compensated for the time they have been homeless and forced to stay in hotels since their wrongful eviction.

That as a direct and proximate result of the Defendant's actions, Plaintiffs have been damaged in the amount of \$Three Million Dollars each for a total of \$Six Milling Dollars.

WHEREFORE, Plaintiffs prays for judgment against the Defendant as follow

1. For monetary damages as a result of Defendant's breach of contract, in an amount of \$25,442.92
2. For monetary damages as a result of Defendant's breach of the duty of good faith and fair dealing in an amount of \$Three Million Dollars each for a total of \$6 Million Dollars.
2. 3. For punitive damages in an an amount of Two Million Dollars for their frivolous motion requesting meditation when the Martins CCRs mandated Arbitration wherein it states arbitration is the sole remedy.
4. For costs; and
5. For such other and further relief as the Court may deem just and proper

Oliver Longboy

Wesley Rusch

Oliver Longboy

Wesley Rusch

in Pro Se

BOX 30907

Las Vegas NV 89173

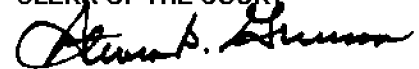
Email : Dirofcomp@yahoo.com

702 764 0001

Plaintiffs

EXHIBIT 3

EXHIBIT 3



**OLIVER LONGBOY
WESLEY RUSCH in Pro Se
BOX 30907
Las Vegas NV 89173
702 764 0001
Email: Dirofcomp@yahoo.com**

**CASE NO: A-21-840526-C
Department 8**

Plaintiffs

**DISTRICT COURT
CLARK COUNTY, NEVADA**

7

WESLEY RUSCH, an individual, and
OLIVER LONGBOY, an individual,

) Case No.:
) Case No.:
) Dept No.:
~

Plaintiffs,
Plaintiffs,

**COMPLAINT FOR
COMPENSATION**

vs.

THE MARTIN CONDOMINIUM UNIT
OWNERS' ASSOCIATION, a domestic
non-profit corporation; DOE Individuals I)
through X; and ROE Corporations and)
Organizations I through X,)
Defendants.)

The Court ordered Mediation failed so we are filing a new complaint for compensation as follows

COMES NOW, Plaintiffs, WESLEY RUSCH, an individual, and OLIVER
LONGBOY, alleges against Defendant THE MARTIN CONDOMINIUM UNIT ASSOCIATION, a
domestic non-profit corporation as follows:

GENERAL ALLEGATIONS

1. That at all times relevant herein, Plaintiff, WESLEY RUSCH, an individual, (hereinafter "Rusch") was and is a resident of the State of Nevada.
2. That at all times relevant herein, Plaintiff, OLIVER LONGBOY, an individual, (hereinafter "Longboy") was and is a resident of the State of Nevada.
3. That at all times relevant herein, Defendant, THE MARTIN CONDOMINIUM UNIT OWNERS' ASSOCIATION, a domestic non-profit corporation (hereinafter "Martin"), was a non-profit corporation incorporated in the State of Nevada.
4. Pursuant to Nevada Rules of Civil Procedure, Rule 10(a) and *Nuremberger Hercules-Werke GMBH v. Vrostek*, 107 Nev. 873, 822 P.2d 1100 (1991), the true names and capacities, whether individual, corporate, associate or otherwise, of Defendants named herein as DOE Individuals I through X and ROE Corporations and Organizations I through X, are unknown at the present time; however, it is alleged and upon information and belief, that these Defendants were involved in the initiation, approval, support, or execution of the wrongful acts upon which this litigation is premised, or of similar actions directed against Plaintiff about which they were presently unaware. As the specific identity of these parties are revealed through the course of discovery, the Plaintiff will ask leave of the Court to amend the Complaint so that the DOE and/or ROE appellations will be replaced to identify these parties by their true names and capacities.

5. That on or about August 11, 2014, Rusch and Longboy (collectively "Plaintiffs") became the owners of real property commonly known as 4471 Dean Martin Dr.

UNIT 2206 Las Vegas, NV 89103 and legally described as

PANORAMA TOWER PHASE III

PLAT BOOK 140 PAGE 21

UNIT 2206

APN: 162-20-213-163 (hereafter "Subject Property").

6. That Plaintiffs owned the Subject Property free and clear of any encumbrances.
7. That on or about June 29, 2015, a sprinkler or water pipe busted on the floor where the Subject Property was located.
8. As a result of the water pipe busting, water ran throughout the entire floor where the Subject Property was located.
9. Upon information and belief, the Martin was informed of the water pipe busting shortly after it happened.
10. Upon information and belief, the **Martin failed to either turn off the water escaping from the busted water pipe or failed to irrigate the water to another location to prevent damage to the Subject Property and its neighboring units.**
11. That as a result, the Subject Property suffered extensive damage including damage to its floors and Plaintiffs' personal property.
12. Furthermore, **the damage was so extensive that Plaintiffs were required to vacate the Subject Property and incur large expenses on their part.**
13. Plaintiffs informed the Martin HOA that the damage caused to Plaintiffs' Subject and the expenses incurred to vacate the Subject Property **far exceeded any monthly assessments**

CLAIM FOR RELIEF

(Breach of Contract)

14. Plaintiff repeats and re-alleges Paragraphs 1 through 13 of the Complaint, as though they were fully set forth herein
15. Plaintiffs, as the owners of the Subject Property, enter into an agreement with the Martin in the form of a documents entitled Covenants, Conditions and Restrictions ("CC&Rs).
16. Pursuant to the CC&Rs, Martin was under an obligation maintain the common areas surrounding the Subject Property.,
17. Plaintiffs performed their obligations under the CC&Rs.
18. Martin materially breached its CC&Rs as it failed to address the issues stemming from the flood.
19. Due to Martins breach of their obligations under the CC&Rs described herein.

Plaintiffs have been damaged in an amount of \$25,552.92

SECOND CLAIM FOR RELIEF

(Breach of the Duty of Good Faith and Fair Dealing)

21. Plaintiff repeats and re-alleges Paragraphs 1 through 19 of the Complaint, as though they were fully set forth herein.

22. "It is well settled in Nevada that 'every contract imposes upon the contracting parties the duty of good faith and fair dealing.'" *State v Sutton*, 120 Nev. 972, 989 (2004).
23. By entering into a valid agreement with Plaintiffs, Defendant has a duty to act in a manner consistent with good faith and fair dealing
24. That upon information and belief, Defendant has breached the covenant of good faith and fair dealing implied in every contract which was multiplied by Martin's non-feasance when the flood occurred in addition to pursuing non-judicial foreclosure during the pendency of Rusch's bankruptcy.
25. That as a direct and proximate result of the Defendant's actions, **Plaintiffs have been damaged in the amount of \$27,443.92.**

THIRD CLAIM FOR RELIEF

(Breach of contract - Violation of NRS 116 CCR 17.2)

27. Plaintiff repeats and re-alleges Paragraphs 1 through 25 of the Complaint, as though they were fully set forth herein.
28. Defendant's non-judicial foreclosure of the Subject Property included disallowed items and Martin took monies discharged in bankruptcy/.
29. The sales of Rusch's condo was in violation of Nevada Law. Red Rock Martin' agent was required to comply with Nevada Law.

30. The **Martin HOA did not comply with NRS 116.31162 et seq** and CCR 17.2 when it sold the property,

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.

1. 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.

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 invalid and the sale must be reversed and Rusch must be returned to his condo. Therefore the possession of the Martin condo must be restored to Rusch and Longboy immediately

Rusch and Longboy should also be compensated for the time they have been homeless and forced to stay in hotels since their wrongful eviction.

That as a direct and proximate result of the Defendant's actions, Plaintiffs have been damaged in the amount of \$ Four Million Dollars each for a total of \$ Eight Million Dollars.

MARTIN TAKES MORE MONEY THEN THEY ARE ENTITLED TO

On August 10 2017 Red Rock Sold Rusch's condo without notice or a demand letter for \$348,000

The Martin took \$57,486.53 from the proceeds including amounts that had been discharged in Rusch's Bankruptcy. On February 13 2017 Rusch filed Chapter 7 Bankruptcy and his debts including all debts owed to the Martin were discharged on May 23, 2017.

At most \$3,100 was due in HOA fees. It should be further noted that the front desk refused to accept Rusch payments for the HOA. Rusch has receipts for the payments. **The Martin should be ordered to return \$54,386.53 of the debts that were discharged in bankruptcy**

WHEREFORE, Plaintiffs prays for judgment against the Defendant as follow

- 1. For monetary damages as a result of Defendant's breach of contract,
in an amount of \$25,442.92**
- 2. For monetary damages as a result of Defendant's breach of the duty
of good faith and fair dealing in an amount of \$ Four Million Dollars
each for a total of \$ Eight Million Dollars.**
- 3. For costs; and**
- 4. For such other and further relief as the Court may deem just and
proper**

**S/S Oliver Longboy
S/S Wesley Rusch**

**Oliver Longboy
Wesley Rusch
in Pro Se
BOX 30907
Las Vegas NV 89173
Email : Dirofcomp@yahoo.com
702 764 0001
Plaintiffs**

EXHIBIT 4

EXHIBIT 4

REGISTER OF ACTIONS

CASE NO. A-21-840526-C

Wesley Rusch, Plaintiff(s) vs. Martin Condominium Unit Owners Association, Defendant(s)

תלמידי תורה

Case Type: **Judicial Foreclosure**

Date Filed: 09/02/2021

Location: **Department 8**

Cross-Reference Case Number: **A840526**

PARTY INFORMATION

| | | |
|------------------|---|--|
| Defendant | Martin Condominium Unit Owners Association | Lead Attorneys Pro Se |
| Plaintiff | Longboy, Oliver | Pro Se |
| Plaintiff | Rusch, Wesley | Pro Se |

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

| | | |
|------------|---|------------------|
| 09/02/2021 | Complaint in Intervention | Doc ID# 1 |
| | <i>[1] complaint summons waivers</i> | |
| 09/02/2021 | Application to Proceed in Forma Pauperis | Doc ID# 2 |
| | <i>[2]</i> | |
| 09/02/2021 | Application to Proceed in Forma Pauperis | Doc ID# 3 |
| | <i>[3]</i> | |
| 09/04/2021 | Summons | Doc ID# 4 |
| | <i>[4] issue summons</i> | |
| 09/08/2021 | Clerk's Notice of Nonconforming Document | Doc ID# 5 |
| | <i>[5] Clerk's Notice of Nonconforming Document</i> | |
| 09/09/2021 | Summons | Doc ID# 7 |
| | <i>[7] Summons (Not Issue, Incorrect Filing Code)</i> | |
| 09/14/2021 | Clerk's Notice of Nonconforming Document | Doc ID# 8 |
| | <i>[8] Clerk's Notice of Nonconforming Documents</i> | |

FINANCIAL INFORMATION


| | | |
|------------|-------------------------------------|---------------|
| | Plaintiff Rusch, Wesley | |
| | Total Financial Assessment | 300.00 |
| | Total Payments and Credits | 0.00 |
| | Balance Due as of 12/16/2021 | 300.00 |
| 09/07/2021 | Transaction Assessment | 300.00 |

EXHIBIT 5

EXHIBIT 5

DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
12/6/2021 7:56 AM
Steven D. Grierson
CLERK OF THE COURT



Wesley Rusch, Plaintiff(s)

vs.

The Martin Condominium Unit Owners'
Association, Defendant(s)

Case No.: A-20-826568-C

Department 27

NOTICE OF HEARING

Please be advised that the Plaintiffs' Motion to Strike in the above-entitled matter is set for hearing as follows:

Date: January 06, 2022

Time: 9:30 AM

Location: RJC Courtroom 03A
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Chaunte Pleasant
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Chaunte Pleasant
Deputy Clerk of the Court

EXHIBIT 6

EXHIBIT 6



1 NOTC
2 MARC S. CWIK, ESQ.
3 Nevada Bar No. 006946
4 E-Mail: Marc.Cwik@lewisbrisbois.com
5 LEWIS BRISBOIS BISGAARD & SMITH LLP
6 6385 S. Rainbow Boulevard, Suite 600
7 Las Vegas, Nevada 89118
8 702.893.3383
9 FAX: 702.893.3789
10 *Attorney for Defendant The Martin*
11 *Condominium Unit Owners' Association*

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DISTRICT COURT
CLARK COUNTY, NEVADA

WESLEY RUSCH

Plaintiffs,

vs.

MARTIN CONDOMINIUM UNIT OWNERS'
ASSOCIATION,

Defendant.

CASE NO. A-21-840526-C
DEPT. NO.: 8

NOTICE OF REPRESENTATION

PLEASE TAKE NOTICE that Marc S. Cwik, Esq. of LEWIS BRISBOIS BISGAARD &
SMITH LLP is counsel for THE MARTIN CONDOMINIUM UNIT OWNERS' ASSOCIATION.

Please forward any and all pleadings and papers to our office.

DATED this 16th day of December, 2021.

LEWIS BRISBOIS BISGAARD & SMITH LLP

By /s/ Marc S. Cwik

MARC S. CWIK, ESQ.
Nevada Bar No. 006946
6385 S. Rainbow Boulevard, Suite 600
Las Vegas, Nevada 89118

*Attorney for Defendant The Martin Condominium
Unit Owners' Association*

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of LEWIS BRISBOIS BISGAARD & SMITH LLP and that on this 16th day of December, 2021 I did cause a true copy of the foregoing **NOTICE OF REPRESENTATION** to be served via the Court's electronic filing and service system to all parties on the current service list.

VIA EMAIL AND U.S. MAIL TO:

Wesley Rusch and Oliver Longboy
P.O. Box 30907
Las Vegas, NV 89173
(702) 764-0001
dirofcomp@yahoo.com

By /s/ Susan Awe
an Employee of
LEWIS BRISBOIS BISGAARD & SMITH LLP

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Wesley Rusch, Plaintiff(s)

CASE NO: A-20-826568-C

7 vs.

DEPT. NO. Department 27

8 The Martin Condominium Unit
9 Owners' Association,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 12/17/2021

16 Marc Cwik

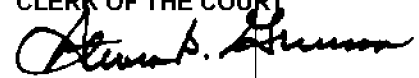
Marc.Cwik@lewisbrisbois.com

17 Susan Awe

susan.awe@lewisbrisbois.com

18 Wesley Rusch

dirofcomp@yahoo.com



CNND

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Wesley Rusch, Plaintiff(s)

A-21-840526-C

vs.

Department 8

Martin Condominium Unit Owners

Association, Defendant(s)

CLERK'S NOTICE OF NONCONFORMING DOCUMENT

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, notice is hereby provided that the following electronically filed document does not conform to the applicable filing requirements:

| | |
|--|--|
| Title of Nonconforming Document: | <u>Martin Unit Owners' Association's Notice of Related Cases and Motion to Consolidate</u> |
| Party Submitting Document for Filing: | <u>Defendant</u> |
| Date and Time Submitted for Electronic Filing: | <u>12/17/2021 at 5:20 PM</u> |

Reason for Nonconformity Determination:

- ☐ The document filed to commence an action is not a complaint, petition, application, or other document that initiates a civil action. *See* Rule 3 of the Nevada Rules of Civil Procedure. In accordance with Administrative Order 19-5, the submitted document is stricken from the record, this case has been closed and designated as filed in error, and any submitted filing fee has been returned to the filing party.
- ☐ The document initiated a new civil action and the case type designation does not match the cause of action identified in the document.
- ☐ The document initiated a new civil action and a cover sheet was not submitted as required by NRS 3.275.
- ☐ The submitted document initiated a new civil action and was made up of multiple documents submitted together.

1 ☐ The case caption and/or case number on the document does not match the case
2 caption and/or case number of the case that it was filed into.

3 ☐ The document was not signed by the submitting party or counsel for said party.

4 ☐ The document filed was a court order that did not contain the signature of a
5 judicial officer. In accordance with Administrative Order 19-5, the submitted
6 order has been furnished to the department to which this case is assigned.

7 ☒ Motion does not have a hearing designation per Rule 2.20(b). Motions must
8 include designation "Hearing Requested" or "Hearing Not Requested" in the
9 caption of the first page directly below the Case and Department Number.

10 Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, a
11 nonconforming document may be cured by submitting a conforming document. All documents
12 submitted for this purpose must use filing code "**Conforming Filing – CONFILE.**" Court filing
13 fees will not be assessed for submitting the conforming document. Processing and convenience
14 fees may still apply.

15
16 Dated this: 23rd day of December, 2021

17 By: /s/ Ondina Amos
18 Deputy District Court Clerk
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1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on December 23, 2021, I concurrently filed and served a copy of the
3 foregoing Clerk's Notice of Nonconforming Document, on the party that submitted the
4 nonconforming document, via the Eighth Judicial District Court's Electronic Filing and Service
5 System.
6

7
8 By: /s/ Ondina Amos
9 Deputy District Court Clerk
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Plaintiffs request Entry of Default Judgment against The Martin who have failed to plead or otherwise defend this action, with no further time having been granted by the Court, and with more than 20 days, exclusive of the day of service of process, having expired since service upon the The Martin of the complaint served on December 7, 2021 with Civil Summons.

Wesley Rusch in Pro Se
BOX30907
Las Vegas NV 89173
Email dirofcamp@yahoo.com

Plaintiffs

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

7

WESLEY RUSCH, an individual,
and OLIVER LONGBOY, an
individual,

Case No. A-21-840526-C
Dept 8

Plaintiffs,

Plaintiffs,

vs.

Plaintiffs,

**PLAINTIFFS
REQUEST FOR ENTRY OF
DEFAULT JUDGMENT**

**PLAINTIFFS
REQUEST FOR ENTRY OF
DEFAULT JUDGMENT**

-

)
)
)

THE MARTIN CONDOMINIUM UNIT

OWNERS' ASSOCIATION, a
domestic non-profit corporation; DOE

Individuals I

Organizations I through X,

through X; and ROE Corporations and

Defendants.)

Plaintiffs have been severely damaged by the actions of the Defendants. First the Flood then the wrongful eviction without notice or a demand letter as required by NRS **116.31162** forcing plaintiffs to move from hotel to hotel and eat out at restaurants during a Pandemic.

Plaintiffs moves for Entry of Default Judgment Order against the above Defendant Martin Condominium Unit Owners Association who have failed to plead or otherwise respond to the complaint.

We further state:

1. We are the Plaintiffs in this action.
2. The Defendant(s) were duly served with a copy of the Civil Summons and Complaint on the 7th day of December 2021 A copy of the proof of service is attached
3. No Defendant(s) named herein is currently engaged in active military service.
4. For monetary damages as a result of the Flood, in an amount of \$25,442.92.
5. For monetary damages as a result of Defendant's breach of the duty of good faith and fair dealing causing the wrongful eviction in an amount of \$Five Million Dollars each for a total of \$Ten Million Dollars.
6. The following amount is due and owing on Plaintiff's claim as of this date. Six Million Twenty Five Thousand Forty Four Dollars and Ninety Two Cents on the Complaint
7. Total Attorney Fees \$ 543,577.02.
8. Total \$10,069,019.94

Respectfully submitted

/s/ Oliver Longboy

/s/ Wesley Rusch

Affidavit in support of motion for default judgment order

We do solemnly swear or affirm that the facts set out below are true to the best of our knowledge and belief following diligent inquiry, and I request a default judgment.

Defendant(s), Martin Unit Owners Association, having been regularly served with Summons and Complaint, and having failed to appear, plead or answer thereto; the legal time therefore having expired, and not having been extended, the Default of the said Defendant(s) having been duly entered according to law, upon application of said Plaintiffs to the Clerk of the Court for the entry of judgment in accordance with the prayer of the Complaint and the Affidavit of the Plaintiff(s) on file herein, and good cause appearing, it is hereby ordered that the Plaintiffs have judgment against the Defendant in the sum of \$10,069,019.94 with statutory interest from the date of Judgment.

/s/ Oliver Longboy

/s/ Wesley Rusch

DISTRICT COURT
CLARK COUNTY, NEVADA

WESLEY RUSCH, an individual, and
OLIVER LONGBOY, an individual,

Plaintiffs,

Case No. A-21-840526-C

Dept 8

AFFIDAVIT IN
SUPPORT OF

VS

JUDGEMENT BY DEFAULT

THE MARTIN CONDOMINIUM UNIT
OWNERS' ASSOCIATION, a domestic non-
profit corporation; DOE Individuals I through
X; and ROE Corporations and Organizations
I through X,

Defendants.

I do solemnly swear or affirm that the facts set out below are true to the best of my knowledge and belief following diligent inquiry, and I request a default judgment.

Defendant(s), Martin Unit Owners Association, having been regularly served with Summons and Complaint, and having failed to appear, plead or answer thereto; the legal time therefore having expired, and not having been extended, the Default of the said Defendant(s) having been duly entered according to law, upon application of said Plaintiff(s) to the Clerk of the Court for the entry of judgment in accordance with the prayer of the Complaint and the Affidavit of the Plaintiff(s) on file herein, and good cause appearing, it is hereby

It should be ordered that the Plaintiff(s) have judgment against the Defendant(s) in the sum of
\$10,069,019;94 with statutory interest from the date of Judgment.

/s/ Wesley Rusch

Your Name: Wesley Rusch and Oliver Longboy
Address: PO Box 30907
City, State, Zip Las Vegas NV 89173
Telephone: 7027640001
Email Address: Dirofcomp@yahoo.com
Self-Represented

DISTRICT COURT CLARK COUNTY, NEVADA Case No. A-21-840526-C
CLARK COUNTY, NEVADA Case No. A-21-840526-C

Dept 8

AFFIDAVIT OF SERVICE

(this form is to be completed by the person who serves the document)

I, *(name of person who served the documents)* J Jones Clark County Sheriffs Depatment, declare
(complete EVERY SECTION below):

I am not a party to or interested in this action and I am over 18 years of age.

9. ***What Documents You Served.*** I served a copy of the Complaint
for Compensation and Court Issued Summons

10. ***Who You Served.*** I served the

Defendant Martin Condominium Unit Owners Association by serving First Residential Financial

11. **When You Served.** I personally served the documents on 12:00 hour of (time)
(day) December 7, 2021

12. **Where You Served.** I personally delivered and left the documents with
The Party to the Case. I served the documents on the party at the location below.
(complete the details below)

Name of Person M Mendo First Residential Financial Services

Address Where Served 8290 Arville Street Las Vegas, NV 89139

I am not required to be licensed under Chapter 648 of the Nevada Revised Statutes or another provision of law because I am not engaged in the business of serving legal process within the state of Nevada.

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.

DATED (month) December (day) 7, 2021.

Server's Signature: ▶ /S/ J Jones Clark County Sheriffs Department

Server's Printed Name: J Jones

County Sheriffs Department

Residential / Business Address: 301 E Clark Ave #100, Las Vegas, NV 89101

Server's Phone Number (702) 455-5400

DISTRICT COURT CLARK COUNTY, NEVADA

WESLEY RUSCH, an individual, and
OLIVER LONGBOY, an individual,

Plaintiffs,

ENTRY OF

vs

JUDGEMENT BY DEFAULT

THE MARTIN CONDOMINIUM UNIT

OWNERS' ASSOCIATION, a domestic non-
profit corporation; DOE Individuals I through
X; and ROE Corporations and Organizations
I through X,

Defendant(s), Martin Unit Owners Association, having been regularly served with Summons and Complaint, and having failed to appear, plead or answer thereto; the legal time therefore having expired, and not having been extended, the Default of the said

Defendant(s) having been duly entered according to law, upon application of said Plaintiff(s) to the Clerk of the Court for the entry of judgment in accordance with the prayer of the Complaint and the Affidavit of the Plaintiff(s) on file herein, and good cause appearing, it is hereby ORDERED that the Plaintiff(s) have judgment against the Defendant(s) in the sum of

\$10,069,019.94 with statutory interest from the date of Judgment.

DISTRICT COURT

By: _____ Date _____

CLERK OF THE DISTRICT COURT

APPLICATION FOR ENTRY OF DEFAULT

Plaintiff, Wesley Rusch and Oliver Longboy requests that the Clerk of this Court enter the default of Defendant Martin Condominium Unit Owners Association pursuant to Rule 55 of the Nevada Rules of Civil Procedure ("Nev. R. Civ. P.") for the reason that Defendant has failed to plead or otherwise defend this action as required by Rule 12 of the Nev. R. Civ. P.

Plaintiff served Defendant with the Complaint, Summons, and Notice via personal service on December 7, 2021 by personally leaving copies with Defendant. Defendant has not filed an Answer to the Complaint as of December 27, 2021, as required by Rule 12(a)(1)(A)(i) of the Nevada Rules of Civil Procedure. This Application for Entry of Default is supported by the accompanying Affidavit of Default.

In compliance with the provisions of Nev. R. Civ. P. 55(a)(1), Plaintiff has mailed a copy of this Application and accompanying Affidavit in Support of Entry of Default to Defendant at the following known address: Martin Condominium Unit Owners Association 4471 Dean Martin Drive Las Vegas NV 80103

If Defendant fails to file a responsive pleading or otherwise defend this action within ten (10) days of the filing of this Application, a default judgment will be requested in favor of the Plaintiff.

In light of the foregoing, Plaintiff respectfully requests that at the expiration of ten (10) days following the filing of this Application, the Court enter Judgment by default in favor of Plaintiff, including an award of Plaintiff's costs and attorney's fees associated with prosecuting this matter.

DATED this 11th day of January , 2022

Respectfully submitted,

By

/S/ Wesley Rusch

/S/ Oliver Longboy

Wesley Rusch and Oliver Longboy Plaintiffs

The applicable Rule is Nevada Rule 55. Default; Default Judgment

(b) Entering a Default Judgment.

(1) By the Clerk. If the plaintiffs' claim is for a **sum certain** or a sum that can be made certain by **computation, the clerk** on the plaintiffs' request, with an **affidavit showing the amount due—must enter judgment for that amount and costs against a**

defendant who has been defaulted for not appearing and who is neither a minor nor an incapacitated person. *The Complaint provided a sum certain in the amount of*

For monetary damages as a result of the Flood, in an amount of \$25,442.92.

For monetary damages as a result of Defendant's breach of the duty of good faith and fair dealing causing the wrongful eviction in an amount of \$Three Million Dollars each for a total of \$6 Million Dollars.

The following amount is due and owing on Plaintiff's claim as of this date. Ten Million Twenty Five Thousand Four Hundred and Forty Four Dollars and Ninety Two Cents on the Complaint

Total Attorney Fees \$ \$43,577.02.

Total \$10,069,019.94

Rusch further states:

1. Rusch are the Plaintiffs in this action.
2. The Defendant The Martin were duly served with a copy of the Civil Summons and Complaint on the 7th day of December 2021.
3. No Defendant(s) named herein is currently engaged in active military service.
4. For monetary damages as a result of the Flood, in an amount of \$25,442.92.
5. For monetary damages as a result of The Martin's breach of the duty of good faith and fair dealing causing the wrongful eviction in an amount of \$Five Million Dollars each for a total of \$Ten Million Dollars.
6. The following amount is due and owing on Rusch's claim as of this date, Ten Million Twenty Five Thousand Fourt Hundred Forty Four Dollars and Ninety Two Cents on the Complaint
7. Total Attorney Fees \$ \$43,577.02.
8. **Total \$10,069,019.94**

Respectfully submitted

/s/ Oliver Longboy

/s/ Wesley Rusch

Affidavit in support of motion for default judgment order

We Wesley Rusch and Oliver Longboy do solemnly swear or affirm that the facts set out below are true to the best of my knowledge and belief following diligent inquiry, and We request a default judgment.

The Martin, having been regularly served with Summons and Complaint, and having failed to appear, plead or answer thereto; the legal time therefore having expired, and not having been extended, the Default of the said The Martin having been duly entered according to law, upon application of said Rusch to the Court for the entry of judgment in accordance with the prayer of the Complaint and the Affidavit of the Rusch on file herein, and good cause appearing, it is hereby ordered that Rusch have judgment against The Martin in the sum of \$10,069,019.94 with statutory interest from the date of Judgment.

/s/ Oliver Longboy

/s/ Wesley Rusch

DISTRICT COURT
CLARK COUNTY, NEVADA

WESLEY RUSCH, an individual, and
OLIVER LONGBOY, an individual,

Plaintiffs,

Case No. A-21-840526-C

Dept 8

AFFIDAVIT IN
SUPPORT OF

vs

JUDGEMENT BY DEFAULT

THE MARTIN CONDOMINIUM UNIT

OWNERS' ASSOCIATION, a domestic non-
profit corporation; DOE Individuals I through
X; and ROE Corporations and Organizations
I through X,

Defendants.

I do solemnly swear or affirm that the facts set out below are true to the best of my knowledge and belief following diligent inquiry, and I request a default judgment.

Defendant Martin Condominium Unit Owners Association, having been regularly served with Summons and Complaint, and having failed to appear, plead or answer thereto; the legal time therefore having expired, and not having been extended, the Default of the said Defendant having been duly entered according to law, upon application of said Plaintiffs to the Clerk of the Court for the entry of judgment in accordance with the prayer of the Complaint and the Affidavit of the Plaintiffs on file herein, and good cause appearing,

It should be ordered that the Plaintiff(s) have judgment against the Defendant(s) in the sum of \$10,069,019;94 with statutory interest from the date of Judgment.

/s/ Wesley Rusch

DISTRICT COURT CLARK COUNTY, NEVADA

WESLEY RUSCH, an individual, and
OLIVER LONGBOY, an individual,

Plaintiffs,

Case No. A-21-840526-C

Dept 8

ENTRY OF

vs

JUDGEMENT BY DEFAULT

THE MARTIN CONDOMINIUM UNIT

OWNERS' ASSOCIATION, a domestic non-
profit corporation; DOE Individuals I through
X; and ROE Corporations and Organizations
I through X,

Defendant Martin Condominium Unit Owners Association, having been regularly served with Summons and Complaint, and having failed to appear, plead or answer thereto; the legal time therefore having expired, and not having been extended, the Default of the said

Default having been duly entered according to law, upon application of said Plaintiff to the Clerk of the Court for the entry of judgment in accordance with the prayer of the Complaint and the Affidavit of the Plaintiffs on file herein, and good cause appearing, Plaintiffs hereby have judgment against the Defendant in the sum of

\$10,069,019.94 with statutory interest from the date of Judgment.

DISTRICT COURT

By: _____ Date _____

CLERK/JUDGE OF THE DISTRICT COURT



Wesley Rusch

Dirofcomp@yahoo.com

Box 30907

Las Vegas, NV 89173

WESLEY RUSCH, an individual, and OLIVER LONGBOY, an individual
Plaintiffs,

Case No.A-21-840526-C

Dept 8

**RUSCH REQUEST TO NULLIFY SALE
BASED ON VIOLATION OF CONSTITUTIONAL
RIGHT OF DUE PROCESS AND NEVADA LAW
AND RESTORE POSSESSION OF THE CONDO TO
ITS RIGHTFUL OWNERS RUSCH AND LONGBOY
REQUEST FOR HEARING**

VS

THE MARTIN CONDOMINIUM UNIT
OWNERS' ASSOCIATION, a domestic non-profit corporation; DOE Individuals I
through X; and ROE Corporations and Organizations I through X, Defendants

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 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. Although the cases discussed above focused solely on 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, and add delay and additional expense to the collection process.

Sale of Rusch condo is void

If the property was foreclosed nonjudicially, 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:

- 22 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 did not comply with NRS22.116** et seq when it sold Rusch and Longboy's home,

The **Martin HOA did not comply with NRS 116.31162 et seq** and CCR 17.2 when it sold the property,

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 Oliber 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 not 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. Redrock 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 about June 29 a sprinkler pipe broke in the unit at the end of the 22nd 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 off 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.

February 9 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

DISTRICT COURT CLARK COUNTY, NEVADA

WESLEY RUSCH, an individual, and OLIVER LONGBOY, an individual,

Plaintiffs,

CASE NO. A-20-826568-C

Dept. No.: 27

PROPOSED ORDER

vs

THE MARTIN CONDOMINIUM UNIT
OWNERS' ASSOCIATION, a domestic non-profit corporation; DOE Individuals I through
X; and ROE Corporations and Organizations I through X, Defendants

To
CLARK COUNTY RECORDER
500 S. Grand Central Pkwy, 2nd Floor
Box 551510
Las Vegas, Nevada 89155-1510

Please be advised that the sale of 4471 dean martin drive 2206 Las Vegas NV 89103 on August 10 2017 legally described as

PANORAMA TOWER PHASE III

PLAT BOOK 140 PAGE 21

U

NIT2206

APN: 162-20-213-163

is null and void as Red Rock failed to comply with **NRS 116.31162** et seq when it sold the property, The property must be immediately restored to its rightful owners Wesley Rusch and Oliver Longboy

By: _____

Date _____

District Court Judge

)

Department 27

)

)

)

ORDER

13

14 In light of the forgoing procedural history, legal standard, findings/conclusions, and
 good

15 cause appearing:

16 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiffs'
 Motion for

17 The sale of Wesley Rusch and Oliver Longboy's condo at the Martin is null and void
 and the property must be immediately restored to them.

18 DATED this ____ day of _____, 2022.

19

20

By:

21

DISTRICT COURT JUDGE

23 Respectfully Submitted by:

24 Wesley Rusch and Oliver Longboy

25 PO Box 30907

26 :Las Vegas NV 89173

27 Dirofcomp@yahoo.com

28 Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
2/11/2022 9:31 AM
Steven D. Grierson
CLERK OF THE COURT



Wesley Rusch, Plaintiff(s)
vs.
Martin Condominium Unit Owners
Association, Defendant(s)

Case No.: A-21-840526-C
Department 8

NOTICE OF HEARING

Please be advised that the Rusch Request to Nullify Sale Based on Violation of Constitutional Right of Due Process and Nevada Law and Restore Possession of the Condo to Its Rightful Owners Rusch and Longboy in the above-entitled matter is set for hearing as follows:

Date: March 15, 2022
Time: 10:00 AM
Location: Phoenix Building 11th Floor 116
Phoenix Building
330 S. 3rd Street
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Chaunte Pleasant
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Chaunte Pleasant
Deputy Clerk of the Court



CNNDCA

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Wesley Rusch, Plaintiff(s)

A-21-840526-C

vs.

Department 8

Martin Condominium Unit Owners

Association, Defendant(s)

CLERK'S NOTICE OF NONCONFORMING DOCUMENT AND CURATIVE ACTION

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, notice is hereby provided that the following electronically filed document does not conform to the applicable filing requirements:

| | |
|--|--|
| Title of Nonconforming Document: | Rusch Request to Nullify Sale Based on Violation of Constitutional Right of Due Process and Nevada Law and Restore Possession of the Condo to Its Rightful Owners Rusch and Longboy / Proposed Order / Order |
| Party Submitting Document for Filing: | Plaintiffs |
| Date and Time Submitted for Electronic Filing: | 02/10/2022 at 11:03 PM |

Reason for Nonconformity Determination:

- ☒ The document filed included court orders that did not contain the signature of a judicial officer. In accordance with Administrative Order 19-5 and EDCR 8.03, the submitted orders have been furnished to the department to which this case is assigned and the filed document has been reprocessed to remove the unsigned orders.
- ☐ The case caption and/or case number on the document does not match the case caption and/or case number of the case that it was filed into. In accordance with the Administrative Order 19-5, the document has been reprocessed by removing it from the incorrect case and entering it into the case identified by the case number and caption on the document. This Notice has been filed in the case where the document was removed.

☐ The document initiated a new civil action and the case type designation does not match the cause of action identified in the document. In accordance with Administrative Order 19-5, the case type designation in the case management system has been modified to match the cause of action identified in the document.

☐ The submitted document initiated a new civil action and was made up of multiple documents submitted together. In accordance with the Administrative Order 19-5, the document has been reprocessed by separating the single document into multiple documents and filing each document individually.

Dated this: 11th day of February, 2022

By: /s/ Chaunte Pleasant
Deputy District Court Clerk

CERTIFICATE OF SERVICE

I hereby certify that on February 11, 2022, I concurrently filed and served a copy of the foregoing Clerk's Notice of Nonconforming Document and Curative Action, on the party that submitted the nonconforming document, via the Eighth Judicial District Court's Electronic Filing and Service System.

By: /s/ Chaunte Pleasant
Deputy District Court Clerk



DISTRICT COURT
CLARK COUNTY, NEVADA

Wesley Rusch, Plaintiff(s)
vs.
Martin Condominium Unit Owners
Association, Defendant(s)

Case No.: A-21-840526-C
A-20-826568-C
Department 27

NOTICE OF DEPARTMENT REASSIGNMENT

NOTICE IS HEREBY GIVEN that the above-entitled action has been reassigned to Judge Nancy Allf.

☒ This reassignment is due to: case consolidation.

ANY TRIAL DATE AND ASSOCIATED TRIAL HEARINGS STAND BUT MAY BE RESET BY THE NEW DEPARTMENT.

Any motions or hearings presently scheduled in the FORMER department will be heard by the NEW department as set forth below.

Motion, on 03/16/2022, at 9:00 AM.

PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

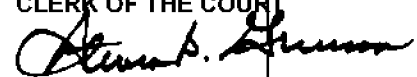
By: /s/ Heather Kordenbrock
Heather Kordenbrock, Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that this 25th day of February, 2022

☒ The foregoing Notice of Department Reassignment was electronically served to all registered parties for case number A-21-840526-C.
Courtesy copy sent to: Dirofcomp@yahoo.com

/s/ Heather Kordenbrock
Heather Kordenbrock, Deputy Clerk of the Court



WRIT

wesley rusch and oliver longboy
(Name and Bar Number (if any))

po box 30907
(Address)

las vegas NV 89173
(City, State, Zip Code)

??
??????

(Telephone and Facsimile Number)

dirofcomp@yahoo.com
(E-mail Address)

☐ Attorney for (Name):

☒ Plaintiff, ☐ Counterclaimant, or ☐ Third-Party Plaintiff, In Proper Person

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

Wesley??Rusch??and??Oliver??Longboy,

Plaintiff(s),

vs.

Martin??Condominium??Unit??Owners??Associatio
n,

Defendant(s).

Case No.: A-21-840526-C

Dept. No.: 6

WRIT OF EXECUTION

☐ EARNINGS

☒ BANK ACCOUNT

☐ OTHER PROPERTY

THE PEOPLE OF THE STATE OF NEVADA:

To the Sheriff of Clark County or the Constable for the Township of _____.

Greetings:

☐ To Financial Institutions: This judgment is for the recover of money for the support of a person.

On February 18, 2021, a judgment was entered by the above-entitled court in the
above-entitled action in favor of Wesley??Rusch??and??Oliver??Longboy, as Judgment
creditor and against Martin??Condominium??Unit??Owners??Associa
tion, as Judgment Debtor, for:

\$8,069,019.94

\$ _____ Principal,

\$ _____ Pre-Judgment Interest,

\$ _____ Attorney's Fees, and

\$ _____ Costs, making a total amount of

\$ 8,069,019.94 **The judgment as entered, and**

WHEREAS, according to an affidavit or a memorandum of costs after judgment, or both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

\$ _____ Accrued Interest, and

\$ _____ Accrued Costs, together with

\$ _____ Fee, for the issuance of this writ, making a total of

\$ _____ **As accrued costs, accrued interest and fees.**

Credit must be given for payments and partial satisfactions in the amount of

\$ _____

which is to be first credited against the total accrued costs and accrued interest, with any excess credited against the judgment as entered, leaving a net balance of

\$ _____

actually due on the date of the issuance of this writ, of which

\$ _____

bears interest at _____ percent per annum, in the amount of \$ _____ per day, from the date of judgment to the date of levy, to which must be added the commissions and costs of the officer executing this writ.

NOW, THEREFORE, CONSTABLE/SHERIFF, you are hereby commanded to satisfy this judgment with interest and costs as provided by law, out of the personal property of the judgment debtor, except that for any workweek, 82 percent of the disposable earnings of the debtor during that week if the gross weekly salary or wage of the debtor on the date the most recent writ of garnishment was issued was \$770 or less, 75 percent of the disposable earnings of the debtor during that week if the gross weekly salary or wage of the debtor on the date the most recent writ of garnishment was issued exceeded \$770, or 50 times the minimum hourly wage prescribed by section 206(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 *et. seq.*, and in effect at the time the earnings are payable, whichever is greater, is exempt from any levy of execution pursuant to this writ, and if sufficient personal property cannot be found, then out of the real property belonging to the debtor in the aforesaid county, and make return to this writ within not less than 10 days or more than 60 days endorsed thereon with what you have done.

US??Bank??Account?? ??????? ??????

You are required to return this Writ from date of issuance not less than 10 days or more than 60 days with the results of your levy endorsed thereon.

MEVADA DISTRICT COURT

By: _____
JUDGE Date

Issued at the direction of: /s/ Wesley Rusch

☐ Attorney for (Name):

☒ Plaintiff, ☐ Counterclaimant, or ☐ Third-Party Plaintiff, In Proper Person

Name: Wesley Rusch

PO??Box??

??

Address: ??

City, State, Zip: Las Vegas NV 89173

??

??????

Phone: _____

E-mail: direfcomp@yahoo.com

SHERIFF OR CONSTABLE INFORMATION

AMOUNTS TO BE COLLECTED BY LEVY:

RETURN:

\$8,069,019.

00

NET BALANCE: _____

____ Not satisfied \$ _____

____ Satisfied in sum of \$ _____

Garnishment Fee: _____

____ Costs retained \$ _____

Mileage: _____

____ Commission retained \$ _____

Levy Fee: _____

____ Costs incurred \$ _____

Postage: _____

____ Commission incurred \$ _____

Other: _____

____ Costs received \$ _____

Sub-Total: _____

Commission: _____

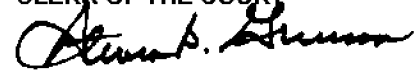
REMITTED TO JUDGMENT CREDITOR:

\$ _____

I hereby certify that I have this date returned the foregoing Writ of Execution with the results of the levy endorsed thereon.

1 **SHERIFF OF CLARK COUNTY or**
2 **CONSTABLE FOR THE TOWNSHIP OF** LAS VEGAS

3 **By:** _____
4 **Title** **Date**



Wesley Rusch

Dirofcomp@yahoo.com

Box 30907
Las Vegas, NV 89173

WESLEY RUSCH, an individual, and OLIVER LONGBOY, an individual

Plaintiffs,

Case No.A-21-840526-C

Dept 8

**RUSCH REPLY TO REQUEST TO NULLIFY SALE
BASED ON VIOLATION OF CONSTITUTIONAL
RIGHT OF DUE PROCESS AND NEVADA LAW
AND RESTORE POSSESSION OF THE CONDO TO
ITS RIGHTFUL OWNERS RUSCH AND LONGBOY
REQUEST FOR HEARING**

vs

THE MARTIN CONDOMINIUM UNIT
OWNERS' ASSOCIATION, a domestic non-profit corporation; DOE Individuals I through X;
and ROE Corporations and Organizations I through X, Defendants

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 law

As noted from the Martin's opposition that the Martin has **no standing** to file an Opposition in this matter and therefore their opposition must be stricken from the record. As the Martin states:

It should be noted that Martin CUOA was not an owner of the subject condominium at the time of the foreclosure, nor ever claimed any ownership interest in the Subject Condominium

Plaintiffs have been a victim of the Martin (the flood and the illegal sale resulting in wrongful eviction), unscrupulos attorney Brian Naddafi (Olympia Law) whos only interest was collect a portion of the proceeds of the foreclosure sale and the court system.

Plaintiffs have been attempting to receive compensation from the Martin as a result of their illegal and wrongful acts so they can purchase a home and once again live in a house instead of moving from hotel to hotel

Now lets deal with the opposition filed by the Martin

This Court is well-aware of the antics of Plaintiffs Wesley Rusch ("Rusch") and Oliver Longboy ("Longboy") (collectively the "Plaintiffs"), who continue to serially file lawsuits against Defendant Martin Condominium Unit Owners Association ("Martin CUOA") after Plaintiffs' condominium located at The Martin (f/k/a Panorama Towers), 4471 Dean Martin Drive, Unit 2206, Las Vegas, Nevada 89103 (the "Subject Condominium") was lawfully foreclosed upon and sold at a foreclosure sale over four years ago on August 10, 2017

This Statement is False, Plaintiffs are merely trying to receive compensation for the wrongful and illegal acts of the Martin, resulting in their being force out of their home

At the last hearing held in this now consolidated matter on January 6, 2022, Martin CUOA pointed out to the Court that Plaintiffs have never served their Summons and Complaint in the 2021 Action, just as they never served their Summons and Complaint in the 2020 Action

The statement is false, the Martin has been served with the complaint and summons in both actions and has failed to file an answer and are therefore in default in each cation. A Default judgment should have been and should be rendered against the Martin.

Mr. Rusch's is engaged in the unauthorized practice of law and the Nullify Sale Motion has

been brought without proper standing.

The Statement is False. Rusch as acting on his own in Pro Per as his attorney a good friend to My Cwik has abandoned him. He had no choice but to represent himself as his attorney merely attempted to obtain a portion of the proceeds of the wrongful sale and done no further legal work as he was required to do per the contingency fee agreement.

resolution on Plaintiffs' continuing, *baseless claims* against Martin CUOA related to the foreclosure of the Subject Condominium, which took place **years ago**

The Statement is FALSE. Plaintiffs Claims are legitimate. The Martin Violated Nevada Law, the Martins CCRS and the constitutional right of due process of law when they sold platiniff's condo without notice.

The following is a portion of the docket of the unlawful detainer action

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

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

06/10/ **Objection** **Doc ID# 24**
 2018 [24] *Objection to Default and request for hearing*

06/13/ **Motion** **Doc ID# 25**
 2018 [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/ **Motion** **Doc ID# 26**
 2018 [26] *Rusch Motion to Dismiss on the Grounds that Plaintiff Does not Own the Property at Issue*

06/25/ **Opposition** **Doc ID# 27**
 2018 [27] *Plaintiff's Opposition to "Rusch Objection to Notice of Entry of Default Judgment and Motion to Dismiss on the Grounds that Plaintiff Does not Own the Property at Issue"*

06/26/ **Notice of Hearing** **Doc ID# 28**
 2018 [28] *Notice of Hearing*

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

06/28/ **Notice of Hearing** **Doc ID# 30**
 2018 [30] *Notice of Hearing*

07/18/ **Reply in Support** **Doc ID# 31**
 2018 [31] *Rusch Reply in Support of Objection to Notice of Entry of Default and Default Judgment*

07/18/ **Reply in Support** **Doc ID# 32**
 2018 [32] *Rusch Reply in Support of Motion to Dismiss on the Grounds that Plaintiff does not Own the Property at Issue*

07/28/ **Supplemental** **Doc ID# 33**
 2018 [33] *Supplemental Reply*

07/31/ **Opposition** (9:30 AM) (Judicial Officer Jones, Tierra)
 2018 *Plaintiff Champerty 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 Plaintiff Does not Own the Property at Issue"*
 Result: Denied

07/31/ **Opposition** (9:30 AM) (Judicial Officer Jones, Tierra)
 2018 *Plaintiff Champerty 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*
 Result: Denied

07/31/ **All Pending Motions** (9:30 AM) (Judicial Officer Jones, Tierra)
 2018 Parties Present
Minutes
 Result: Matter Heard

08/09/ **Order** **Doc ID# 34**
 2018 [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/ Notice of Entry of Order Doc ID# 35
2018 [35] *Notice of Entry of Order*

08/19/ Notice of Hearing Doc ID# 36
2018 [36]

08/23/ Motion Doc ID# 37
2018 [37] *Rusch Rule 60(b) Motion to Set Aside Default and Restore Possession of the Condo to its Rightful Owners Rusch and Longboy*

08/29/ Opposition Doc ID# 38
2018 [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*

09/25/ Motion to Set Aside (9:30 AM) (Judicial Officer Jones, Tierra)
2018 *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*

Parties Present
Minutes
 Result: Case Closed

12/05/ Motion Doc ID# 39
2018 [39] *Rusch Motion for Possession and Motion to Quash Temporary Writ of Possession on the Grounds of Fraud*

05/20/ Motion for Entry of Judgment Doc ID# 40
2020 [40] *motion*

05/20/ Motion for Entry of Judgment Doc ID# 41
2020 [41] *Motion*

06/07/ Objection Doc ID# 42
2020 [42] *Objection*

09/08/ Case Reassigned to Department 3
2020 *Case Reassignment from Judge Tierra Jones to Judge Douglas W. Herndon*

01/04/ Administrative Reassignment - Judicial Officer Change
2021 *Judicial Reassignment to Judge Monica Trujillo*

02/26/ Order to Statistically Close Case Doc ID# 43
2021 [43] *Order to Statistically Close Case*

06/13/ Request Doc ID# 44
2021 [44] *Request for Hearing on Order Nullifying Sale*

The docket shows the Unlawful Action is still pending and has not been resolved.

HOLLYVALE ACTION IS STILL ACTIVE

| Case Number | Citation Number | Style/Defendant Info | Filed/Location | Type/Status Charge(s) |
|---------------|-----------------|---|----------------------------|---|
| A-17-764643-C | | Hollyvale Rental Holdings, LLC, Plaintiff(s) vs. Wesley Rusch, Defendant(s) | 11/14/2017 Department 3 | Other Real Property Reactivated |

Besides an Unlawful action has no effect where a sale is null and void as the sale failed to comply with Nevada Law.

failed to name all necessary and indispensable parties **under NRS 30.130 and NRCP 19 to adjudicate a title action.**

All Parties regarding the sale of the property have been named. It was Martin's Agent that sold the property.

Plaintiffs are tired of moving from hotel to hotel and eating out for every meal. It is about time for the court to compensate Plaintiffs for the wrongful action of the Martin selling their home without notice in violation of Nevada Law, CCRa and their Constitutional Right of Due Process of Law.

The Martin knows they are liable for the damages to Plaintiffs. First selling Plaintiff their condo without informing them of the buildings defects of which the building sued the contractor and settled the litigation for \$32 Million Dollars. The flood forcing Plaintiffs to relocate for over three months was caused by a defect for which the Martin has been compensated for.

The Martin sold Plaintiffs condo without notice, a clear violation of Nevada Law and the Constitutional Right of Due Process. The sale resulted in Plaintiff's eviction causing Plaintiffs to be homeless forcing Plaintiffs to move from hotel to hotel and eat out at restaurants during a pandemic.

THE DEED RECORDED BY THE MARTIN MUST BE CANCELLED AS IT IS VOID

A deed may be canceled either because it is void or because it is voidable. If the property was foreclosed non judicially, the homeowner will usually have to **file a lawsuit in state court** to void the sale.

DEED IS VOID

Specifically, if the deed is void, it does not pass title and cannot be enforced even if recorded and even if title is later acquired by a bona fide purchaser. (Gibson v. Westoby (1953) 115 Cal.App.2d 273.) For example, a forged deed is considered void. (Handy v. Shiells (1987) 190 Cal.App.3d 512.) A deed executed in blank, without designation of a grantee, is also void. (Bryce v. O'Brien (1936) 5 Cal. 2D 615.)

Wesley Rusch

Dirofcomp@Yahoo.com

Box 30907

Las Vegas, NV 89173

CIVIL COURT

CLARK COUNTY , NEVADA

HOLLYVALE RENTAL HOLDINGS LLC Case No **A-17-764643-C**

PLAINTIFF

DEPARTMENT 10

OBJECTION

V,

WESLEY RUSCH ET AL.

DEFENDANT

**RUSCH OBJECTION TO PLAINTIFFS MOTION FOR JUDGMENT ON THE GOUNDS
THAT THE COURT HAS NO JURISDICTION AS TO THE PURPORTED SALE TO
PLAINTIFFS IS NULL AND VOID AS RED ROCK DID NOT COMPLY WITH NEVADA LAW
AND VIOLATED THE CONSTITUTIONAL RIGHT OF DUE PROCESS**

Grounds for Setting Aside a Foreclosure Sale

You may be able to set aside a foreclosure sale if the foreclosing party violated state law during the process. For example, it may have failed to provide the notice required by due process,

Red Rock violated Rusch and Longboy due process rights when they sold their condo without notice

Rusch pursuant to NRCP 60(b) moves the Court for its Order to Set Aside the Default and Default Judgment.

NRCP 60 – RELIEF FROM JUDGMENT OR ORDER provides as follows

(b) Mistakes; Inadvertence; Excusable Neglect; Newly Discovered Evidence; Fraud, Etc. On motion and upon such terms as are just, the court may relieve a party or a party's legal representative from a final judgment, order, or proceeding for the following reasons: (1) mistake, inadvertence, surprise, or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party; (4) the judgment is void; or, (5) the judgment has been satisfied, released, or discharged, or a prior judgment upon which it is based has been reversed or otherwise vacated, or it is no longer equitable that an injunction should have prospective application. **The motion shall be made within a reasonable time, and for reasons (1), (2), and (3) not more than 6 months after the proceeding was taken or the date that written notice of entry of the judgment or order was served**

No Notice of the August 10 Sale as required by Nevada Law. The Martin HOA did not comply with NRS 116.31162 et seq and CCR 17.2 when it sold the property,

1. 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)

Rusch did not receive any written or oral notice of a proposed sale of his property for August 10, 2017. Plaintiffs first learned of the sale by a call from an attorney;s office. Therefore the sale was illegal and must be reversed.

The sales of Plaintiffs condo was in violation of Nevada Law. Red Rock was required to comply with Nevada Law and they did therefore the sale is invalid. Therefore the possession of the Martin condo should be restored to Rusch and Longboy immediately

Equity requires that matters be settled on their merits. Equity requires that the condo be returned to Longboy and Rusch

Respectfully Submitted

/s/ Wesley Rusch

Wesley Rusch

On August 17 2017 Mark A. Karnes Jr. ("hereinafter "Mark") of the OLYMPIA LAW, P.C. Telephoned Plaintiffs and informed them that their home has been sold that day. Plaintiffs Informed Mark that they had not received any notice of a proposed sale of their home. Mark had a Notary Public come over and have Plaintiffs sign a contingency fee agreement wherein it stated that attorney would represent client in all legal matters. Attorney will pursue legal recourse against parties causing wrongful foreclosure, Attorney will represent plaintiffs in the matter of UD eviction protection.

An Order to Show Cause was set for December 5, 2017 at 1:30 pm in front of Judge Kern. **There is no record of Bryan's attendance at the hearing.**

This is Bryan's response when he was forwarded the unlawful detainer complaint.

Hi Wes:

This Complaint is perplexing and serves no real purpose. I will be getting into contact with the attorney and see just what they are trying to accomplish with this specific lawsuit.

Regards,

Bryan Naddafi, Esq.

Bryan Never filed a single paper in the UD Action and let the matter go to default.

OLYMPIA WRONGFULLY TAKES MONEY FROM THE PROCEEDS

Olympia wrongfully took \$43,577.02 of the proceeds of the illegal sale of Plaintiff's condo

(The Martin HOA did not comply with NRS22.116 et seq when it sold the property,

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

Plaintiffs retained Olympia Law Firm so that we could keep their condo after it was wrongfully sold.

As for the condo proceeds from the wrongful sale. Olympia did not no work on the sale or the

proceeds. Plaintiffs are owed 100% of the funds. Red Rock's Attorney was not authorized to give the

money to Olympia. Red Rock's attorney should have given Plaintiffs the proceeds directly as at this

point Plaintiff did not have a lawsuit against Red Rock or the Martin. Plaintiffs have requested the

return of \$43,577.02 that Olympia without authorization took from the proceeds of Plaintiff's

WRONGFUL SALE of their condominium.

OLYMPIA VIOLATES COMPROMISE

Please note there was no consideration for the compromise as Plaintiffs were entitled to 100% of the proceeds.

The Following are emails between Rusch and Olympia:

On Mon, Feb 26, 2018 at 8:13 AM, wes rusch <dirofcomp@yahoo.com> wrote:

The Release is not correct for the following reasons

We retained your law firm so that we could keep our condo after it was wrongfully sold.

We are still not back in our condo and are currently homeless roaming from hotel to hotel

We have not terminated our relationship with Bryan and we are expecting Bryan to get us our condo back as was the original purpose of retaining your firm.

As for the condo proceeds from the wrongful sale. You did not no work on the sale or the proceeds.

We are owed 100% of the funds to be held in trust pending the reversal of the wrongful sale.

Red Rock's attorney should have given Rusch the proceeds directly as at this point We did not have a lawsuit against red rock

You will earn your fee when you sue red rock for the wrongful sale and win that case. With all these hotel bill and expenses your share of the damages continues to go up

From: Steve Gohari <steve@olympialawpc.com>

To: wes <dirocomp@yahoo.com>

Cc: Bryan Naddafi <bryan@olympialawpc.com>; Mark Karnes <mark@olympialawpc.com>;

John Holiday <jholiday@olympialawpc.com>**Sent:** Monday, February 26, 2018, 01:13:01 PM

PST

Subject: Re: LONGBOY & RUSCH RELEASES

Hi:

This confirms our telephonic conversation few minutes ago that we have agreed that upon signing the release, **Bryan will file a wrongful foreclosure claim against the foreclosing party that caused you to lose your condo.** You also understood that we can not get the condo back, but **we will sue to get monetary damages. Our office will pay all costs involved with this lawsuit.** If this is not your understanding please contact me so that we could discuss it further. Thanks. Steve

EVICITION

23 Plaintiffs were wrongfully evicted from their home on January 3, 2018, which Bryan said would never happen. Plaintiffs have been homeless ever since; moving from hotel to hotel and eating at

restaurants in stead of a home cooked meal. And more importantly not able to stay at home during this pandemic.

DISPUTE RE RETAINER

The following are emails wherein Bryan demanded to change the case from contingency to hourly and request a \$3,000 deposit up front.

Bryan Naddafi

wes _____

Fri, Feb 28 at 1:04 PM

Good afternoon Wes. My office forwarded the retainer to conduct the lawsuit to you for your signature along with Oliver's signature. Without an executed retainer from both of you, I cannot commence representation on the damages case. If you would like, we can have a call next week when I am back in the office to discuss.

Best,

Bryan Naddafi, Esq.

Bryan Naddafi

wes rusch

Luz Garcia

Sun, Mar 22 at 5:58 PM

Wes, that is an Olympia Law PC retainer. My firm is Avalon Legal Group LLC. If you do not wish to pay on the retainer you and Oliver executed with Avalon last week, then I will not be able to commence representation, as per the language in Avalon's retainer. I am not going to go back and forth on this any longer. If you wish for me and Avalon to represent you and Oliver in this matter, please make the full payment agreed upon in the retainer by the 27th of March 2020 (this Friday). If you want Olympia to represent you, then contact them.

Best,

Bryan Naddafi, Esq.

Bryan failed to file a valid complaint and demanded \$3,000 and an hourly rate to continue to proceed with the lawsuit where Plaintiff has a contingency fee agreement with Olympia.

Respectfully Submitted

/S/ Wesley Rusch

/S/ Oliver Longboy

Wesley Rusch



1 BRYAN NADDAFI, ESQ.
2 Nevada Bar No. 13004
3 OLYMPIA LAW, P.C.
4 9480 S. Eastern Avenue, Suite #257
5 Las Vegas, Nevada 89123
6 Telephone No. (702) 522-6450
7 Email: bryan@olympialawpc.com
8 *Attorneys for Plaintiffs*

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DISTRICT COURT

CLARK COUNTY, NEVADA

WESLEY RUSCH, an individual, and
OLIVER LONGBOY, an individual,

Case No.: A-18-774190-C

Dept. No.: 29

Plaintiff,

vs.

THE MARTIN CONDOMINIUM UNIT
OWNERS' ASSOCIATION, a domestic non-
profit corporation; DOE Individuals I through
X; and ROE Corporations and Organizations I
through X,

Defendant.

DEFAULT (THE MARTIN CONDOMINIUM UNIT)

It appearing from the files and records in the above-entitled action that THE
MARTIN CONDOMINIUM UNIT OWNERS' ASSOCIATION, having been personally
served a true and correct copy of the **Summons** and **Complaint** on May 23, 2018 as detailed

1 in the Affidavit of Service on file herein filed on May 23, 2018. That more than 20 days,
2 exclusive of the day of service, having expired since service upon the Defendant; that
3 no answer or other appearance having been filed and no further time having been granted,
4 the default of the above named Defendant for failing to answer or otherwise plead to
5 Plaintiff's Complaint is hereby entered.
6

7 The undersigned hereby requests and directs the entry of default.

8 Dated this 15 day of June, 2018
9

10 CLERK OF THE COURT

11 By: 
12

13 Joshua Raak

14 Deputy Clerk

15 Date: 6/18/2018
16

17 A-18-774190-C

18 Respectfully submitted,
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22 BRYAN NADDAFI, ESQ.

23 Nevada Bar No. 13004

24 OLYMPIA LAW, P.C.

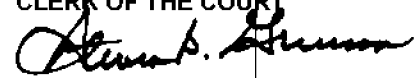
25 9480 S. Eastern Avenue, Suite #257

26 Las Vegas, Nevada 89123

27 Telephone No. (702) 522-6450

28 Email: bryan@olympialawpc.com

Attorneys for Plaintiffs



CNND

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Wesley Rusch, Plaintiff(s)

A-21-840526-C

vs.

Department 27

Martin Condominium Unit Owners
Association, Defendant(s)

CLERK'S NOTICE OF NONCONFORMING DOCUMENT

Pursuant to Rule 8(b)(2) of the Nevada Electronic Filing and Conversion Rules, notice is hereby provided that the following electronically filed document does not conform to the applicable filing requirements:

| | |
|--|---|
| Title of Nonconforming Document: | Default (The Martin Condominium Unit) for A-18-774190-C |
| Party Submitting Document for Filing: | Plaintiffs |
| Date and Time Submitted for Electronic Filing: | 03/29/2022 at 8:00 PM |

Reason for Nonconformity Determination:

- ☐ The document filed to commence an action is not a complaint, petition, application, or other document that initiates a civil action. *See* Rule 3 of the Nevada Rules of Civil Procedure. In accordance with Administrative Order 19-5, the submitted document is stricken from the record, this case has been closed and designated as filed in error, and any submitted filing fee has been returned to the filing party.

1 **CERTIFICATE OF SERVICE**

2

3 I hereby certify that on April 05, 2022, I concurrently filed and served a copy of the

4 foregoing Clerk's Notice of Nonconforming Document, on the party that submitted the

5 nonconforming document, via the Eighth Judicial District Court's Electronic Filing and Service

6 System.

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10 By: /s/ Chaunte Pleasant

11 Deputy District Court Clerk

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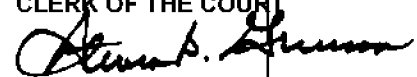
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WRIT

wesley rusch and oliver longboy
(Name and Bar Number (if any))

po box 30907
(Address)

las vegas NV 89173
(City, State, Zip Code)

??
??????

(Telephone and Facsimile Number)

dirofcomp@yahoo.com
(E-mail Address)

☐ Attorney for (Name):

☒ Plaintiff, ☐ Counterclaimant, or ☐ Third-Party Plaintiff, In Proper Person

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

Wesley??Rusch??and??Oliver??Longboy,

Plaintiff(s),

vs.

Martin??Condominium??Unit??Owners??Associatio
n,

Defendant(s).

Case No.: A-21-840526-C

Dept. No.: 6

WRIT OF EXECUTION

☐ EARNINGS

☒ BANK ACCOUNT

☐ OTHER PROPERTY

THE PEOPLE OF THE STATE OF NEVADA:

To the Sheriff of Clark County or the Constable for the Township of _____.

Greetings:

☐ To Financial Institutions: This judgment is for the recover of money for the support of a person.

On February 18, 2021, a judgment was entered by the above-entitled court in the
above-entitled action in favor of Wesley??Rusch??and??Oliver??Longboy, as Judgment
creditor and against Martin??Condominium??Unit??Owners??Associa
tion, as Judgment Debtor, for:

\$10,069,019.94

\$ _____ Principal,

\$ _____ Pre-Judgment Interest,

\$ _____ Attorney's Fees, and

\$ _____ Costs, making a total amount of

\$ \$10,069,019.94 **The judgment as entered, and**

WHEREAS, according to an affidavit or a memorandum of costs after judgment, or both, filed herein, it appears that further sums have accrued since the entry of judgment, to wit:

\$ _____ Accrued Interest, and

\$ _____ Accrued Costs, together with

\$ _____ Fee, for the issuance of this writ, making a total of

\$ _____ **As accrued costs, accrued interest and fees.**

Credit must be given for payments and partial satisfactions in the amount of

\$ _____

which is to be first credited against the total accrued costs and accrued interest, with any excess credited against the judgment as entered, leaving a net balance of

\$ _____

actually due on the date of the issuance of this writ, of which

\$ _____

bears interest at _____ percent per annum, in the amount of \$ _____ per day, from the date of judgment to the date of levy, to which must be added the commissions and costs of the officer executing this writ.

NOW, THEREFORE, CONSTABLE/SHERIFF, you are hereby commanded to satisfy this judgment with interest and costs as provided by law, out of the personal property of the judgment debtor, except that for any workweek, 82 percent of the disposable earnings of the debtor during that week if the gross weekly salary or wage of the debtor on the date the most recent writ of garnishment was issued was \$770 or less, 75 percent of the disposable earnings of the debtor during that week if the gross weekly salary or wage of the debtor on the date the most recent writ of garnishment was issued exceeded \$770, or 50 times the minimum hourly wage prescribed by section 206(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 *et. seq.*, and in effect at the time the earnings are payable, whichever is greater, is exempt from any levy of execution pursuant to this writ, and if sufficient personal property cannot be found, then out of the real property belonging to the debtor in the aforesaid county, and make return to this writ within not less than 10 days or more than 60 days endorsed thereon with what you have done.

US??Bank??Account?? ?????????? ??????????

You are required to return this Writ from date of issuance not less than 10 days or more than 60 days with the results of your levy endorsed thereon.

MEVADA DISTRICT COURT

By: _____
JUDGE Date

Issued at the direction of: /s/ Wesley Rusch

☐ Attorney for (Name):

☒ Plaintiff, ☐ Counterclaimant, or ☐ Third-Party Plaintiff, In Proper Person

Name: Wesley Rusch
PO??Box????

Address: ??

City, State, Zip: Las Vegas NV 89173
??

Phone: ??????

E-mail: direfcomp@yahoo.com

SHERIFF OR CONSTABLE INFORMATION

AMOUNTS TO BE COLLECTED BY LEVY:

RETURN:

\$10,069,019

.00

NET BALANCE: _____

____ Not satisfied \$ _____

____ Satisfied in sum of \$ _____

Garnishment Fee: _____

____ Costs retained \$ _____

Mileage: _____

____ Commission retained \$ _____

Levy Fee: _____

____ Costs incurred \$ _____

Postage: _____

____ Commission incurred \$ _____

Other: _____

____ Costs received \$ _____

Sub-Total: _____

Commission: _____

REMITTED TO JUDGMENT CREDITOR:

\$ _____

I hereby certify that I have this date returned the foregoing Writ of Execution with the results of the levy endorsed thereon.

1 **SHERIFF OF CLARK COUNTY or**
2 **CONSTABLE FOR THE TOWNSHIP OF** LAS VEGAS

3 **By:** _____
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DISTRICT COURT CLARK
COUNTY, NEVADA

WESLEY RUSCH, an individual, and
OLIVER LONGBOY, an individual,

Plaintiffs,

A-21-840526-C

D e p t 2 7

NOTICE OF
EXECUTION OF
JUDGMENT

vs

THE MARTIN CONDOMINIUM UNIT

OWNERS' ASSOCIATION, a
domestic non- profit corporation;
DOE Individuals I through X; and
ROE Corporations and Organizations
I through X,

Defendants.

NOTICE OF ENTRY OF ORDER OF JUDGMENT

PLEASE TAKE NOTICE that the above-entitled court entered the following judgment
on the 18th day of February 2022, A copy of the Court Order is attached.

Dated this 10th day of April 2022

PER NRS 53.045 I declare under penalty of perjury
that the foregoing is true and correct
/S/ Wesley Rusch
Wesley Rusch, Plaintiff

WRIT

1 wesley rusch and oliver longboy
(Name and Bar Number (if any))

2 po box 30907
(Address)

3 las vegas NV 89173
(City, State, Zip Code)

6
(Telephone and Facsimile Number)
7 dirofcomp@yahoo.com
(E-mail Address)

8 Attorney for (Name): Wesley Rusch

9 Plaintiff, Counterclaimant, or Third-Party Plaintiff, In
Proper Person

EIGHTH JUDICIAL DISTRICT COURT

10 **CLARK COUNTY, NEVADA** ☒

12E PEOPLE OF THE STATE OF NEVADA:

18 To the Sheriff of Clark County or the Constable for the Township of _____.

19 Greetings:

20 To Financial Institutions: This judgment is for the recover of money for the support of a person.

21 On February 18, 20 21, a judgment was entered by the above-entitled
court in the

22 above-entitled action in favor of Wesley Rusch and Oliver Longboy, as

Judgment

Martin Condominium Unit Owners
Association

Plaintiff and against 25

26 _____, as Judgment Debtor,
27 for:

2````WHEREAS, according to an affidavit or a memorandum of costs after judgment, or both, filed

3 herein, it appears that further sums have accrued since the entry of judgment, to

wit: 5

6

7

8

9 Credit must be given for payments and partial satisfactions in the amount of

10 \$_____

11 which is to be first credited against the total accrued costs and accrued interest, with any excess credited

12 against the judgment as entered, leaving a net balance of

13 \$_____

14 actually due on the date of the issuance of this writ, of which

15 \$_____

16 bears interest at_____percent per annum, in the amount of \$_____per day, from the
date

17 of judgment to the date of levy, to which must be added the commissions and costs of the officer executing
18 this writ.

19 **NOW, THEREFORE, CONSTABLE/SHERIFF**, you are hereby commanded to satisfy this
judgment with interest and costs as provided by law, out of the personal property of the judgment debtor, except
20 that for any
workweek, 82 percent of the disposable earnings of the debtor during that week if the gross weekly salary or wage
21 of the debtor on the date the most recent writ of garnishment was issued was \$770 or less, 75 percent of the
disposable earnings of the debtor during that week if the gross weekly salary or wage of the debtor on the date the
22 most recent writ of garnishment was issued exceeded \$770, or 50 times the minimum hourly wage prescribed by
section 206(a)(1) of the federal Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 *et. seq.*, and in effect at the time
23 the earnings are payable, whichever is greater, is exempt from any levy of execution pursuant to this writ, and if
sufficient personal property cannot be found, then out of the real property belonging to the debtor in the aforesaid
county, and make return to this writ within not less than 10 days or more than 60 days endorsed thereon with what
24 you have done.

25

US Bank Account 153795167334

You are required to return this Writ from date of issuance not less than 10 days or more than 60 days with the results of your levy endorsed

thereon.

NEVADA DISTRICT COURT

By: _____

JUDGE

Issued at the direction of: */s/ Wesley Rusch*

Attorney for (Name): Wesley Rusch

☒

r Third-Party Plaintiff, In Proper

Person

SHERIFF OR CONSTABLE INFORMATION

AMOUNTS TO BE COLLECTED BY LEVY:

RETURN:

\$10,069,019

.00

NET BALANCE: _____

____ Not satisfied

\$

\$ _____

Satisf

Garnishment Fee: _____

____ Costs retained

\$

Mileage: _____

____ Commission retained

\$

Levy Fee: _____

____ Costs incurred

\$

Postage: _____

____ Commission incurred

\$

Other: _____

____ Costs received

\$

Sub-Total: _____

Commission: _____

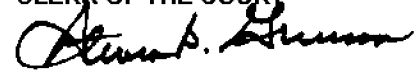
REMITTED TO JUDGMENT CREDITOR:

\$ _____

27

I hereby certify that I have this date returned the foregoing Writ of Execution with the results of the
levy
28 endorsed thereon.

By: _____



Wesley Rusch

Dirofcomp@yahoo.com

Box 30907
Las Vegas, NV 89173

WESLEY RUSCH, an individual, and

OLIVER LONGBOY, an individual

Plaintiffs,

Case No.A-21-840526-C

Dept 8

**RUSCH REPLY AND REQUEST
FOR SUMMARY JUDGMENT**

vs

THE MARTIN CONDOMINIUM UNIT

OWNERS' ASSOCIATION, a domestic non-profit corporation; DOE Individuals I through X;
and ROE Corporations and Organizations I through X, Defendants

Rusch and Longboy ("Plaintiffs") request summary judgment against the Martin
Condominium as it is undisputed that the Martin has no defense to claims stated in
Plaintiffs complaint.

The Martin has admitted they were at fault for the flood that caused Plaintiffs to vacate their condo for over three months so that Nigro could repair the condo.

The Martin has admitted that Red Rock sold Plaintiff's Condo in violation of Nevada Law

The **Martin did not comply with NRS22.116** et seq when it sold the property, There was no notice nor demand letter; a clear violation of the constitutional right to due process of law.

POINTS AND AUTHORITIES

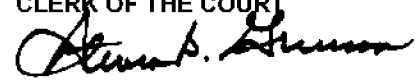
Nev. R. Civ. P. 56

The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. **(a) Motion for Summary Judgment or Partial Summary Judgment.** A party may move for summary judgment, identifying each claim or defense-or the part of each claim or defense-on which summary judgment is sought. The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law. The court should state on the record the reasons for granting or denying the motion.

Therefore Plaintiffs must be awarded judgment against the Martin as follows:

It is hereby ORDERED that the Plaintiffs Rusch and Longboy have a judgment against the Defendants the Martin in the sum of \$8,543.57.02 with statutory interest from the date of judgment.

.....
Judges Signature



Wesley Rusch

Dirofcomp@Yahoo.com

Box 30907
Las Vegas, NV 89173

WESLEY RUSCH, an individual, and
OLIVER LONGBOY, an individual

Plaintiffs,

Case No.A-21-840526-C

Dept 8

RUSCH REPLY

vs

THE MARTIN CONDOMINIUM UNIT
OWNERS' ASSOCIATION, a domestic non-profit corporation; DOE Individuals I through X;
and ROE Corporations and Organizations I through X, Defendants

Plaintiff hereby moves that the court finally orders judgment in favor of the Plaintiffs against the The Martin Condominium Unit Owners' Association related to the 2017 foreclosure of the condominium located at The Martin, 4471 Dean Martin Drive, Unit 2206, Las Vegas, Nevada 89103, and order judgment for Plaintiffs in the amount of \$5 Million each for the damages they sustained as a result of the Martin illegally selling their home without notice in violation of Nevada Law causing them to be homeless for an extended period of time

Plaintiffs further moves for sanctions against The Martin attorneys for their frivolous conduct in filing these motions with no basis in law or fact.

The Martin states no less than a dozen times that Plaintiff's complaint in baseless. How can making a couple homeless after violating Nevada Law be baseless

The following are the relevant sections of the complaint:

7. That on or about June 29, 2015, a sprinkler or water pipe busted on the floor where

the Subject Property was located.

8. As a result of the water pipe busting, water ran throughout the entire floor where the Subject Property was located.

9. Upon information and belief, the Martin was informed of the water pipe busting shortly after it happened

10. Upon information and belief, the **Martin failed to either turn off the water escaping from the busted water pipe or failed to irrigate the water to another location to prevent damage to the Subject Property and its neighboring units.**

11. That as a result, the Subject Property suffered extensive damage including damage to its floors and Plaintiffs personal property.

12. Furthermore, **the damage was so extensive that Plaintiffs were required to vacate the Subject Property and incur large expenses on their part.**

13. Plaintiffs informed the Martin HIOA that the damage caused to Plaintiffs' Subject and the expenses incurred to vacate the Subject Property far exceeded any monthly assessments

30. The **Martin HOA did not comply with NRS 116.31162 et seq** and CCR 17.2 when it sold the property,

Notice of Delinquent Assessments

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

1. the **amount of the assessments and other sums that are due**
2. a description of the unit against which the lien is imposed, and
3. 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.

1. 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.**

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 invalid 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

Rusch and Longboy should also be compensated for the time they have been homeless and forced to stay in hotels since their wrongful eviction.

That as a direct and proximate result of the Defendant's actions, Plaintiffs have been damaged in the amount of \$ Five Million Dollars each for a total of \$ Ten Million Dollars.

RUSCH DID NOT INTEND OR PLAN TO REPRESENT HIMSELF IN THE ACTION

Defendant's Attorney as well as Bryan Naddafi are both unscrupulous in this actions in this case.

Plaintiffs have been diligent in attempting to get their case heard while their lead attorney abandoned them after wrongfully and illegally taking

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

Plaintiffs did not receive any written or oral notice of a sale of their property for August. Plaintiffs first learned of the sale by a call from an attorney's office. Little did Plaintiff know that this law office was running a scam calling homeowners whose homes were sold to obtain a portion of the proceeds of the sale without any intent of helping the homeowner to recover their home. The following notice was found on the internet:

BEWARE!!! OLYMPIA LAW PC - SCAMMERS. They solicit people the same day the house sold and pressure them into signing documents that day. They claim: they will remove the foreclosure from your credit report, pay the taxes of the surplus (Which is why their fees are so high in excess of 30-40% not including the interpleader bump of 10%); they are attorney when some of them are lucky to have graduated HS (some have criminal records) And/Or rescind the sale of the house. All of which are bogus claims designed to get you to sign on the dotted line. The lawyer rarely gets involved so this is done by HS flunkies.

Mr Kwic testified at the hearing how honorable an attorney Mr Naddafi is

"Now, I know Mr. Naddafi for a long time, he's a good lawyer. You know, I take great offense that Mr. Rusch attacks him like he does, but Mr. Naddafi always

conducts himself very, very much above-board. There's no way Mr. Naddafi was going to pursue claims that were clearly not allowed under the line. Certainly, ones that weren't mediated, that were required to be mediated. So Mr. Naddafi was always above-board in saying, I'm not pursuing that."

But Mr Naddafi's actions and non actions in this case point to just the opposite. That his entire objective was merely to collect a portion of the proceeds of the sale. As a consequence Plaintiffs have a complaint for legal malpractice against Bryan Naddafi.

Defendants make the false statements

Plaintiffs became woefully delinquent on paying their monthly assessments, late fees, and other fines they were assessed as residents at The Martin.

Any assessments owed the Martin were offset by the damages Plaintiffs sustained as a result of the flood/

MARTIN TAKES MORE MONEY THEN THEY ARE ENTITLED TO

On August 10 2017 Red Rock Sold Rusch's condo without notice or a demand letter for \$348,000

The Martin took \$57,486.53 from the proceeds including amounts that had been discharged in Rusch's Bankruptcy. On February 13 2017 Rusch filed Chapter 7

Bankruptcy and his debts including all debts owed to the Martin were discharged on May 23, 2017.

At most \$3,100 was due in HOA fees. It should be further noted that the front desk refused to accept Rusch payments for the HOA. Rusch has receipts for the payments. **The Martin should be ordered to return \$54,386.53 of the debts that were discharged in bankruptcy**

How can the foregoing be baseless claims.

Furthermore, the Martin calls Plaintiff's pleading frivolous. Plaintiffs are merely attempted to be compensated for their damages caused by the Martin

The Motion is based upon the pleadings and papers on file herein, the following memorandum of points and authorities, and any oral argument taken by this Court at the time of hearing.

MEMORANDUM OF POINTS AND AUTHORITIES

INTRODUCTION

Plaintiffs Wesley Rusch ("Rusch") and Oliver Longboy ("Longboy") (collectively the Plaintiffs") have filed lawsuits against Martin CUOA related to the foreclosure of a condominium previously owned by Plaintiffs and located at The Martin (f/k/a Panorama Towers), 4471 Dean Martin Drive, Unit 2206, Las Vegas, Nevada 89103 (the "Subject Condominium"). This Court recently Consolidated Case No. A-20-826568-C with Case No. A-21-840526-C and, therefore, the present r e p l y is being filed in this Consolidated Action.

Case No. A-21-840526-C is Plaintiffs' second lawsuit filed by Rusch which

followed the 2017 foreclosure.

The first lawsuit filed by Bryan Naddaffi was Case No. A-18-774190-C, Department 6, entitled *Wesley Rusch; Oliver Longboy v. The Martin Condominium Unit Owners' Association*

(the "2018 Action"), which was **dismissed without prejudice** for failure to mediate by an Order entered by Department 6 on March 27, 2019.

The first Rusch lawsuit was filed after the court refused to reopen the case after the mediation failed miserably and Plaintiffs Attorney refused to proceed unless he was given cash in a contingency fee case was Case No. A-20-826568-C, entitled *Wesley Rusch; Oliver Longboy* which was dismissed without prejudice as a result of a service issue. Martin `

While Plaintiffs served the Martin with the complaint and summons and motions and other documents against Martin CUOA

Consequently there is no Statue of Limitations Issue as this has been active case since Bryan Naddafi filed his complaint.

This is Bryan's response when he was forwarded the unlawful detainer action

Hi Wes:

This Complaint is perplexing and serves no real purpose. I will be getting into contact with the attorney and see just what they are trying to accomplish with this specific lawsuit.

Regards, Bryan Naddafi

What is more perplexing is a statement in the order wherein it stated as follows

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. COURT ORDERED, default judgment GRANTED** and quiet title in favor of Pltf.

How could Bryan Nadaffi stipulate to a default when he never appeared as an attorney in the action

In Clark County District Court Case No. A-17-764643-C, *Hollyvale Rental Holdings, LLC v. Wesley Rusch and Oliver Longboy*) (the “Quiet Title Action the court never addressed the issue of the sale being invalid as the sale did not comply with Nevada Law as there was no notice as required by NRS22.116 et seq when it sold the property, There was no notice nor demand letter; a clear violation of the Martins CCRs and constitutional right to due process of law

The Martin CUOA's have not offered any defenses to its illegal sale of Plaintiffs home

Brief History

On August 10, 2017, the Martin sold Rusch and Longboy (hereinafter Plaintiff)'s condo in violation of Nevada Law, The **Martin did not comply with NRS22.116** et seq when it sold the property, There was no notice nor demand letter; a clear violation of the constitutional right to due process of law.

On August 10, 2017, Mark Karnes of Olympia Law telephoned Rusch and informed him

that his condo had been sold that day. Rusch informed Karnes he had received no notice of any sale whatsoever. Karnes had a notary public come over to Plaintiff's condo and Plaintiff signed a contingency fee agreement.

The following is a further prior history:

Rusch purchased his Martin condo (a Five Star White Glove Building?) on August 8, 2014

FLOOD

On on about June 29 2015 a sprinkler pipe broke in the unit at the end of the 22nd floor causing water to flow down the hallway into Plaintiff's unit.. According to Nigro (hired by the Martin) there was water in Plaintiff'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 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 suffered damage.

As a consequence, Plaintiffs were required to relocate for nearly four months while Nigro repaired the unit. Nigro did not even complete the job and Plainitff had to hire

their own contractor to complete the job.

Plaintiffs incurred expenses in excess of \$25,000 as a result thereof. Plaintiff claimed that amount as a an offset to their HOA fees and therefore did not own the Martin any money and in fact the Martin owed

Plaintiff money. Therefore the Martin's statement that Plaintiffs were deficient in paying their HOA is FALSE>

SALE WITHOUT LEGALLY REQUIRED NOTICE

On August 10, 2017, the Martin sold Rusch and Longboy (hereinafter Plaintiff)'s condo in violation of Nevada Law, The Martin did not comply with

On August 10 2017 Red Rock Sold Plaintiff's condo without notice or a demand letter for \$348,000

The Martin took \$57,486.53 from the proceeds including amounts that had been discharged in Rusch's Bankruptcy. At most \$3000 was due in HOA fees. It should be further noted that the front desk refused to accept Rusch payments for the HOA.

OLYMPIA WRONGFULLY TAKES MONEY FROM THE PROCEEDS

Olympia took \$43,577.02 of the proceeds

The Following are emails between Rusch and Olympia:

On Mon, Feb 26, 2018 at 8:13 AM, wes rusch <dirofcomp@yahoo.com> wrote:

The Release is not correct for the following reasons

We retained your law firm so that we could keep our condo after it was wrongfully sold.

We are still not back in our condo and are currently homeless roaming from hotel to hotel

We have not terminated our relationship with Bryan and we are expecting Bryan to get us our

condo back as was the original purpose of retaining your firm.

As for the condo proceeds from the wrongful sale. You did not no work on the sale or the proceeds.

We are owed 100% of the funds to be held in trust pending the reversal of the wrongful sale. Red Rock's attorney should have given me the proceeds directly to Rusch as at this point we did not have a lawsuit against red rock

You will earn your fee when you sue red rock for the wrongful sale and win that case.

With all these hotel bill and expenses your share of the damages continues to go up

From: Steve Gohari <steve@olympialawpc.com>

To: wes _____ <dirofcomp@yahoo.com>

Cc: Bryan Naddafi <bryan@olympialawpc.com>; Mark Karnes <mark@olympialawpc.com>; John Holiday <jholiday@olympialawpc.com>
Sent: Monday, February 26, 2018, 01:13:01 PM PST
Subject: Re: LONGBOY & RUSCH RELEASES

Hi:

This confirms our telephonic conversation few minutes ago that we have agreed that upon signing the release, Bryan will file a wrongful foreclosure claim against the foreclosing party that caused you to lose your condo. You also understood that we can not get the condo back, but we will sue to get monetary damages. **Our office will pay all costs involved with this lawsuit.** If this is not your understanding please contact me so that we could discuss it further. Thanks. Steve

EVICTIION

Plaintiffs were wrongfully evicted from his home on January 3, 2018, which Bryan said would never happen. Plaintiffs have been homeless ever since; moving from hotel to hotel and eating at restaurants in stead of a home cooked meal. And more importantly not able to stay at home during this pandemic.

COMPLAINT FILED

May 8 2018 Bryan Naddaffi files complaint against Martin.

Bryan failed to add the following cause of action to the complaint:

The sale of Plaintiff's condo was in violation of Nevada Law. Red Rock was required to comply with Nevada Law.

The **Martin HOA did not comply with NRS22.116** et seq when it sold the property,

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

Plaintiff did not receive any written or oral notice of a proposed sale of his property on August 10, 2017. Plaintiff first learned of the sale by a call from an attorney's office. Therefore the sale was illegal and Plaintiffs must be compensated for their damages.

The Martin HOA did not comply with NRS22.116 et seq when it sold the property.

Plaintiff went through the mediation procedure and it failed miserably and therefore an amended complaint needed to be filed and was filed as Plaintiff's attorney's refused to do so.

As Bryan predicted nothing would be resolved in the mediation so we could we refile our complaint

DISPUTE RE RETAINER

The following are emails wherein Bryan demanded to change the case from contingency to hourly and request a \$3,000 deposit up front.

Bryan Naddafi

wes _____

Good afternoon Wes. My office forwarded the retainer to conduct the lawsuit to you for your signature along with Oliver's signature. Without an executed retainer from both of you, I cannot commence representation on the damages case. If you would like, we can have a call next week when I am back in the office to discuss.

Best,

Bryan Naddafi, Esq.

Bryan Naddafi

wes rusch

Luz Garcia

Wes, that is an Olympia Law PC retainer. My firm is Avalon Legal Group LLC. If you do not wish to pay on the retainer you and Oliver executed with Avalon last week, then I will not be able to commence representation, as per the language in Avalon's retainer. I am not going to go back and forth on this any longer. If you wish for me and Avalon to represent you and Oliver in this matter, please make the full payment agreed upon in the retainer by the 27th of March 2020 (this Friday). If you want Olympia to represent you, then contact them.

Best,

Bryan Naddafi, Esq.

The martin was properly served with the complaint and summons

The martin was properly served with the complaint and summon

12 17 2020

Complaint

New Complaint for Compensation

12 24 2020

Martin Served with Complaint by Ceritifed Mail

2 15 2021

Summons

Summons in a Civil Action - Martin Unit Owners Association

4 12 2021

Summons

Summons in a Civil Action - Martin Unit Owners Association

4 14 2021

Complaint and Summons were served on a director of the Martin Condominium Unit Owners Association on April 14, 2021.

On the Summons it was stated the following:

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaint monthly assessments.

On August 17 2017 Mark A. Karnes Jr. (“hereinafter “Mark”) of the OLYMPIA LAW, P.C.

Telephoned Plaintiffs and informed them that their home has been sold that day. Plaintiffs Informed

Mark that they had not received any notice of a proposed sale of their home. Mark had a Notary Public

come over and have Plaintiffs sign a contingency fee agreement wherein it stated that attorney would represent client in all legal matters. Attorney will pursue legal recourse against parties causing wrongful foreclosure, Attorney will represent plaintiffs in the matter of UD eviction protection.

An Order to Show Cause was set for December 5, 2017 at 1:30 pm in front of Judge Kern.

There is no record of Bryan's attendance at the hearing.

This is Bryan's response when he was forwarded the unlawful detainer complaint.

Hi Wes:

This Complaint is perplexing and serves no real purpose. I will be getting into contact with the attorney and see just what they are trying to accomplish with this specific lawsuit.

Regards,

Bryan Naddafi, Esq.

Bryan Never filed a single paper in the UD Action and let the matter go to default.

OLYMPIA VIOLATES COMPROMISE

Please note there was no consideration for the compromise as Plaintiffs were entitled to 100% of the proceeds.

The Following are emails between Rusch and Olympia:

On Mon, Feb 26, 2018 at 8:13 AM, wes rusch <dirofcomp@yahoo.com> wrote:

The Release is not correct for the following reasons

We retained your law firm so that we could keep our condo after it was wrongfully sold.

We are still not back in our condo and are currently homeless roaming from hotel to hotel

We have not terminated our relationship with Bryan and we are expecting Bryan to get us our condo back as was the original purpose of retaining your firm.

As for the condo proceeds from the wrongful sale. You did not no work on the sale or the proceeds.

We are owed 100% of the funds to be held in trust pending the reversal of the wrongful sale.

Red Rock's attorney should have given Rusch the proceeds directly as at this point We did not have a lawsuit against red rock

You will earn your fee when you sue red rock for the wrongful sale and win that case. With all these hotel bill and expenses your share of the damages continues to go up

From: Steve Gohari <steve@olympialawpc.com>

To: wes _____ <dirofcomp@yahoo.com>

Cc: Bryan Naddafi <bryan@olympialawpc.com>; Mark Karnes <mark@olympialawpc.com>;

John Holiday <jholiday@olympialawpc.com>**Sent:** Monday, February 26, 2018, 01:13:01 PM PST

Subject: Re: LONGBOY & RUSCH RELEASES

Hi:

This confirms our telephonic conversation few minutes ago that we have agreed that upon signing the release, **Bryan will file a wrongful foreclosure claim against the foreclosing party that caused you to lose your condo.** You also understood that we can not get the condo back, but **we will sue to get monetary damages. Our office will pay all costs involved with this lawsuit.** If this is not your understanding please contact me so that we could discuss it further. Thanks. Steve

EVICTON

Plaintiffs were wrongfully evicted from their home on January 3, 2018, which Bryan said would never happen. Plaintiffs have been homeless ever since; moving from hotel to hotel and eating at restaurants in stead of a home cooked meal. And more importantly not able to stay at home during this pandemic.

COMPLAINT FILED

May 8 2018 Plaintiffs file complaint against Martin HOA.

Bryan failed to added the following cause of action to the complaint:

The **Martin HOA did not comply with NRS 116.31162 et seq** and CCR 17.2 when it sold the property,

Not 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.

4. 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)

The complaint was dismissed without prejudice for failure to mediate. **Bryan should have known this. Bryan refused to file a new or amended complaint.**

DISPUTE RE RETAINER

27 The following are emails wherein Bryan demanded to change the case from contingency to hourly and request a \$3,000 deposit up front.

Bryan Naddafi

wes _____

Fri, Feb 28 at 1:04 PM

Good afternoon Wes. My office forwarded the retainer to conduct the lawsuit to you for your signature along with Oliver's signature. Without an executed retainer from both of you, I cannot commence representation on the damages case. If you would like, we can have a call next week when I am back in the office to discuss.

Best,

Bryan Naddafi, Esq.

Bryan Naddafi

wes rusch

Luz Garcia

Sun, Mar 22 at 5:58 PM

Wes, that is an Olympia Law PC retainer. My firm is Avalon Legal Group LLC. If you do not wish to pay on the retainer you and Oliver executed with Avalon last week, then I will not be able to commence representation, as per the language in Avalon's retainer. I am not going to go back and forth on this any longer. If you wish for me and Avalon to represent you and Oliver in this matter, please make the full payment agreed upon in the retainer by the 27th of March 2020 (this Friday). If you want Olympia to represent you, then contact them.

Best,

Bryan Naddafi, Esq.

Bryan failed to file a valid complaint and demanded \$3,000 and an hourly rate to continue to proceed with the lawsuit where Plaintiff had a contingency fee agreement with Olympia.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

Plaintiffs, as the owners of the Subject Property, entered into an agreement with the Olympia Law Corporation in the form of a contingency fee agreement..

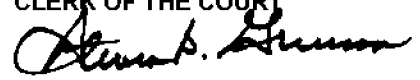
Plaintiffs should be awarded compensation for the flood and the wrongful sale of their home and Martin's attorneys should be sanctioned for their frivolous motions

Respectfully Submitted

/S/ Wesley Rusch

Wesley Rusch

Electronically Filed
6/11/2022 9:24 PM
Steven D. Grierson
CLERK OF THE COURT

A handwritten signature in black ink, appearing to read "Steven D. Grierson", written in a cursive style.

Wesley Rusch

Dirofcomp@Yahoo.com

Box 30907

Las Vegas, NV 89173

WESLEY RUSCH, an individual, and

OLIVER LONGBOY, an individual

Plaintiffs,

Case No.A-21-840526-C

Dept 8

RUSCH COUNTER REPLY

vs

THE MARTIN CONDOMINIUM UNIT

OWNERS' ASSOCIATION, a domestic non-profit corporation; DOE Individuals I through X;
and ROE Corporations and Organizations I through X, Defendants

Defendants do not deny that the court should finally orders

judgment in favor of the Plaintiffs against the The Martin

Condominium Unit Owners' Association related to the 2017 foreclosure of

the condominium located at The Martin, 4471 Dean Martin Drive, Unit

2206, Las Vegas, Nevada 89103, and order judgment for Plaintiffs in

the amount of \$5 Million each for the damages they sustained as a result of the Martin illegally selling their home without notice in violation of Nevada Law causing them to be homeless for an extended period of time

Defendants do not deny that the court should award Plaintiffs sanctions against The Martin attorneys for their frivolous conduct in filing these motions with no basis in law or fact.

The Martin states no less than a dozen times that Plaintiff's complaint is baseless. How can making a couple homeless after violating Nevada Law be baseless. The Martin's motions are baseless

The following are the relevant sections of the complaint which the Martin has no defense:

7. That on or about June 29, 2015, a sprinkler or water pipe busted on the floor where the Subject Property was located.
8. As a result of the water pipe busting, water ran throughout the entire floor where the Subject Property was located.
9. Upon information and belief, the Martin was informed of the water pipe busting shortly after it happened
10. Upon information and belief, the Martin failed to either turn off the water

escaping from the busted water pipe or failed to irrigate the water to another location to prevent damage to the Subject Property and its neighboring units.

11. That as a result, the Subject Property suffered extensive damage including damage to its floors and Plaintiffs personal property.

12. Furthermore, **the damage was so extensive that Plaintiffs were required to vacate the Subject Property and incur large expenses on their part.**

13. Plaintiffs informed the Martin HOA that the damage caused to Plaintiffs' Subject and the expenses incurred to vacate the Subject Property **far exceeded any monthly assessments**

30. The **Martin HOA did not comply with NRS 116.31162 et seq** and CCR 17.2 when it sold the property,

Notice of Delinquent Assessments

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

1. the **amount of the assessments and other sums that are due**
2. a description of the unit against which the lien is imposed, and
3. the name of the record owner of the unit. (Nev. Rev. Stat. § 116.31162).

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(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:

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

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whichever date occurs later.

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(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.

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 invalid and the sale must be reversed and Rusch must be returned to his condo. Therefore the possession of the Martin condo must be restored to Rusch and Longboy immediately

Rusch and Longboy should also be compensated for the time they have been homeless and forced to stay in hotels since their wrongful eviction.

That as a direct and proximate result of the Defendant's actions, Plaintiffs have been damaged in the amount of \$ Five Million Dollars each for a total of \$ Ten Million Dollars.

RUSCH DID NOT INTEND OR PLAN TO REPRESENT HIMSELF IN THE ACTION

The Martin does not deny that it's Attorney as well as Bryan Naddafi are both unscrupulous in this case.

Plaintiffs have been diligent in attempting to get their case heard while their lead attorney abandoned them after wrongfully and illegally taking monies.

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

Plaintiffs did not receive any written or oral notice of a sale of their property for August. Plaintiffs first learned of the sale by a call from an attorney's office. Little did Plaintiff know that this law office was running a scam calling homeowners whose homes were sold to obtain a portion of the proceeds of the sale without any intent of helping the homeowner to recover their home. The following notice was found on the internet:

BEWARE!!! OLYMPIA LAW PC - SCAMMERS. They solicit people the same day the house sold and pressure them into signing documents that day. They claim: they will remove the foreclosure from your credit report, pay the taxes of the surplus (Which is why their fees are so high in excess of 30-40% not including the interpleader bump of 10%); they are attorney when some of them are lucky to have graduated HS (some have criminal records) And/Or rescind the sale of the house. All of which are bogus claims designed to get you to sign on the dotted line. The lawyer rarely gets involved so this is done by HS flunkies.

Mr Kwic testified at the hearing how honorable an attorney Mr Naddafi is

"Now, I know Mr. Naddafi for a long time, he's a good lawyer. You know, I take great offense that Mr. Rusch attacks him like he does, but Mr. Naddafi always conducts himself very, very much above-board. There's no way Mr. Naddafi was going to pursue claims that were clearly not allowed under the line. Certainly, ones that weren't mediated, that were required to be mediated. So Mr. Naddafi was always above-board in saying, I'm not pursuing that."

But Mr Naddafi's actions and non actions in this case point to just the opposite. That his entire objective was merely to collect a portion of the proceeds of the sale. As a consequence Plaintiffs have a complaint for legal malpractice against Bryan Naddafi.

Defendants make the false statements

Plaintiffs became woefully delinquent on paying their monthly assessments, late fees, and other fines they were assessed as residents at The Martin.

Any assessments owed the Martin were offset by the damages Plaintiffs sustained as a result of the flood/

The following is just an another example of the Martin's wrongfull behavior.

MARTIN TAKES MORE MONEY THEN THEY ARE ENTITLED TO

On August 10 2017 Red Rock Sold Rusch's condo without notice or a demand letter for \$348,000

The Martin took \$57,486.53 from the proceeds including amounts that had been discharged in Rusch's Bankruptcy. On February 13 2017 Rusch filed Chapter 7 Bankruptcy and his debts including all debts owed to the Martin were discharged on May 23, 2017.

At most \$3,100 was due in HOA fees. It should be further noted that the front desk refused to accept Rusch payments for the HOA. Rusch has receipts for the payments. **The Martin should be ordered to return \$54,386.53 of the debts that were discharged in bankruptcy**

How can the foregoing be baseless claims.

Furthermore, the Martin calls Plaintiff's pleading frivolous. Plaintiffs are merely attempting to be compensated for their damages caused by the Martin

MEMORANDUM OF POINTS AND AUTHORITIES

Plaintiffs served the Martin with the complaint and summons and motions and other documents against Martin.

The Martin does not deny that In Clark County District Court Case No. A-17-764643-C, *Hollyvale Rental Holdings, LLC v. Wesley Rusch and Oliver Longboy* (the “Quiet Title Action the court never addressed the issue of the sale being invalid as the sale did not comply with Nevada Law as there was no notice as required by NRS22.116 et seq when it sold the property, There was no notice nor demand letter; a clear violation of the Martins CCRs and constitutional right to due process of law

The Martin CUOA’s have not offered any defenses to its illegal sale of Plaintiffs home

The Martin does not deny the Brief History

On August 10, 2017, the Martin sold Rusch and Longboy (hereinafter Plaintiff)'s condo in violation of Nevada Law, The **Martin did not comply with NRS22.116** et seq when it sold the property, There was no notice nor demand letter; a clear violation of the constitutional right to due process of law.

On August 10, 2017, Mark Karnes of Olympia Law telephoned Rusch and informed him that his condo had been sold that day. Rusch informed Karnes he had received no notice of any sale whatsoever. Karnes had a notary public come over to Plaintiff's condo and Plaintiff signed a contingency fee agreement.

The following is a further prior history:

Rusch purchased his Martin condo (a Five Star White Glove Building?) on August 8, 2014

FLOOD

On on about June 29 2015 a sprinkler pipe broke in the unit at the end of the 22nd floor causing water to flow down the hallway into Plaintiff's unit.. According to Nigro (hired by the Martin) there was water in Plaintiff'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 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 suffered damage.

As a consequence, Plaintiffs were required to relocate for nearly four months while Nigro repaired the unit. Nigro did not even complete the job and Plaintiff had to hire their own contractor to complete the job.

Plaintiffs incurred expenses in excess of \$25,000 as a result thereof. Plaintiff claimed that amount as a an offset to their HOA fees and therefore did not own the Martin any money and in fact the Martin owed Plaintiff money. Therefore the Martin's statement that Plainitffs were deficient in paying their HOA is FALSE.

SALE WITHOUT LEGALLY REQUIRED NOTICE

On August 10, 2017, the Martin sold Rusch and Longboy (hereinafter Plaintiff)'s condo in violation of Nevada Law, The Martin did not comply with

On August 10 2017 Red Rock Sold Plaintiff's condo without notice or a demand letter for \$348,000

The Martin took \$57,486.53 from the proceeds including amounts that had been discharged in Rusch's Bankruptcy. At most \$3000 was due in HOA fees. It should be further noted that the front desk refused to accept Rusch payments for the HOA.

EVICTION

Plaintiffs were wrongfully evicted from his home on January 3, 2018, which Bryan said would never happen. Plainitffs have been homeless ever since; moving from hotel to hotel and eating at restaurants in stead of a home cooked meal. And more importantly not able to stay at home during this pandemic.

COMPLAINT FILED

May 8 2018 Bryan Naddaffi files complaint against Martin.

The sale of Plaintiff's condo was in violation of Nevada Law. Red Rock was required to comply with Nevada Law.

The **Martin HOA did not comply with NRS22.116** et seq when it sold the property,

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

Plaintiff did not receive any written or oral notice of a proposed sale of his property on August 10, 2017. Plaintiff first learned of the sale by a call from an attorney's office. Therefore the sale was illegal and Plaintiffs must be compensated for their damages.

The Martin HOA did not comply with NRS22.116 et seq when it sold the property.

Plaintiff went through the mediation procedure and it failed miserably and therefore an amended complaint needed to be filed and was filed as Plaintiff's attorney's refused to do so.

As Bryan predicted nothing would be resolved in the mediation so we could we refile our complaint

**PLEADING
CONTINUES
IN NEXT
VOLUME**