IN THE SUPREME COURT OF THE STATE OF NEVADA

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Tracie K. Lindeman
Clerk of Supreme Court

LAURA K. FORMAN,

Petitioner,

v.

Case No. _____

EIGHTH JUDICIAL COURT
DISTRICT COURT JUDGE OF DEPT. 31,
JUDGE JOANNA S KISHNER,
COUNTY OF CLARK,
STATE OF NEVADA,
NV SANDCASTLES LLC,

Respondent. /

PETITIONER'S APPENDIX INDEX

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Deed of Trust, Exhibit 1	PET001-017
Transcript of District Proceeding, 12/31/2013, Exhibit 2	PET020-049
Plaintiff's Supplemental Reply to Defendant's Motion To Dismiss as filed in District Court on or about 12/30/2013, Exhibit 3	PET051-057
Complaint, Exhibit 4	PET058-067
Lis Pendens Exhibit 4a	PET069-070
Petitioner's Notice of Objections by Plaintiff re Proposed Order Submitted by NAS et al., Exhibit 5	PET072-077
Order Denying Plaintiff's Motion For Temporary Restraining Order And Preliminary Injunction, Order Granting In Part And Denying In Part Defendant's Nevada Association Services Inc.'s Countermotion To Dismiss Plaintiff's Complaint And For Attorney's Fees And Costs	PET079-082

ALPHABETICAL INDEX TO APPENDIX

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EXHIBIT 1

Assessor's Parcel Number: 16121810057

Return To: FL9-700-05-22
JACKSONVILLE POST CLOSING
9000 SOUTHSIDE BLVD.
BLDG 700, FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256
Prepared By: BRANDY CLAPPER
BANK OF AMERICA, N.A.
275 S. VALENCIA AVENUE
BREA, CA 92823

Recording Requested By:
CRESS SETTLEMENT SERVICES
1831 CHESTNUT STREET
ST LOUIS, MO

[Space Above This Line For Recording Data]

LOAN # 3304846284

DEED OF TRUST

DEFINITIONS
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.
(A) "Security Instrument" means this document, which is dated AUGUST 30, 2006, together with all Riders to this document.
(B) "Borrower" is LAURA FORMAN, A MARRIED PERSON

Borrower is the trustor under this Security Instrument.

(C) "Lender" is BANK OF AMERICA, N.A.

Lender is a NATIONAL BANKING ASSOCIATION
organized and existing under the laws of THE UNITED STATES OF AMERICA
Lender's address is 275 S. VALENCIA AVENUE, BREA, CA 928230000

Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is PRLAP, INC.

(E) "Note" means the promissory note signed by Borrower and dated AUGUST 30, 2006
The Note states that Borrower owes Lender EIGHTY NINE THOUSAND FOUR HUNDRED THIRTY AND 00/100 Dollars
(U.S. $ 89,430.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 01, 2036
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☒ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
(L) "Escrow Items" means those items that are described in Section 3.
(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of CLARK :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

"LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF."

Parcel ID Number: 16121810057 which currently has the address of

5710 EAST TROPICANA AVE #1029 [Street]

LAS VEGAS [City], Nevada 89122 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be

made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require.

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Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible

levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and

settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the

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Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

Initials: LF

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

Initials: LF

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or

entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. $ 1% UPB, MIN $400, MAX $900

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____

LAURA FORMAN (Seal)
-Borrower

_____

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

STATE OF NEVADA
COUNTY OF

This instrument was acknowledged before me on AUG 31, 2006
by Laura Forman.

V. MORVILLE
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 06-102296-1
MY APPT. EXPIRES JUNE 23, 2009

V Morville

Mail Tax Statements To: LAURA FORMAN
5710 EAST TROPICANA AVE #1029
LAS VEGAS, NV 89122

green tree

P.O. Box 6172
Rapid City, SD 57709-6172
1-800-643-0202
Fax 1-866-870-9919
GTServicing.com

October 9, 2013

LAURA FORMAN
5710 E TROPICANA AVE UNIT 1029
LAS VEGAS NV 89122

RE: Green Tree Servicing LLC ("Green Tree") Account No. 68946020 - 2

Dear LAURA FORMAN,

This letter is in response to your correspondence received by Green Tree regarding the above referenced account number.

Our records reflect, your account is current and next due for the November 1, 2013 payment.

Thank you for your correspondence. If you have any further questions or concerns, please contact Green Tree at (800) 643-0202, Monday - Friday, 7:00 a.m. to 8:00 p.m. CST, and Saturday 7:00 a.m. to 1:00 p.m. CST.

Sincerely,

Green Tree
Customer Service Correspondence

/ddb/34/ɷ

This communication is from a debt collector. It is an attempt to collect a debt, and any information obtained will be used for that purpose.

EXHIBIT 2

PET019

TRAN

EIGHTH JUDICIAL DISTRICT COURT
CIVIL/CRIMINAL DIVISION
CLARK COUNTY, NEVADA

LAURA FORMAN, Plaintiff, vs. CANYON WILLOW OWNERS ASSOCIATION, et al, Defendants.	)	CASE NO. A-13-692099 DEPT. NO. XXXI

BEFORE THE HONORABLE JOANNA KISHNER, DISTRICT COURT JUDGE

TUESDAY, DECEMBER 31, 2013

TRANSCRIPT RE:
ALL PENDING MOTIONS

APPEARANCES:

For the Plaintiff:	ROBERT P. BETTINGER, ESQ.
For Canyon Willow Trop Owners Association and Nevada Association Services, Inc.:	RICHARD J. VILKIN, ESQ.
For Nevada Sandcastles, LLC:	ROBERT B. NOGGLE, ESQ.

RECORDED BY: Rachelle Hamilton, Court Recorder

CLARK COUNTY, NEVADA TUESDAY, DECEMBER 31, 2013

P R O C E E D I N G S

(PROCEEDINGS BEGAN AT 9:45 A.M.)

THE COURT: Page 5, Forman versus Canyon Willows. Do I have all parties on Case 692099?

MR. BETTINGER: Your Honor, Kaleb Anderson is not going to be here. He and I spoke yesterday, and he represents a defendant that apparently really had no involvement in this matter. So the plaintiff -- we're going to go ahead and do a notice of dismissal.

THE COURT: Okay. You're referencing the other homeowners association?

MR. BETTINGER: No, I represent the plaintiff. My name is Robert Bettinger.

THE COURT: Counsel, I understand.

MR. BETTINGER: I'm sorry.

THE COURT: Sorry. I'm going to let you do your appearances.

When you were saying the party that's not appearing, representing the other homeowners association in which this unit was not even located in, right?

MR. BETTINGER: Correct.

THE COURT: I'll let you do your appearances and then I'll let you clarify.

Go ahead.

MR. BETTINGER: Okay. Robert Bettinger for the plaintiff; 3384.

MR. VILKIN: Good morning, Your Honor. Richard Vilkin on behalf of defendants Nevada Association Services and Canyon Willows Trop Owners Association, which is to be distinguished from Canyon Willow Owners Association, which my understanding is the latter is not involved in this matter.

MR. NOGGLE: Good morning, Your Honor. Robert Noggle for defendant Nevada Sandcastles. And I also have found a return of service in the file that says I was served on behalf of the Merrills individually, but I was not authorized to accept service. They are the members of Nevada Sandcastles.

THE COURT: Okay. So counsel for plaintiff, the homeowners association that is not here today, is that the entity that you were referencing that you're going to be dismissing out?

MR. BETTINGER: That's correct, Your Honor. The home is not even in the territory, you know, that they have, so.

THE COURT: Okay. I'd seen that in the papers.

Okay. Now, for purposes -- we had continued the hearing today to allow all parties to file what they needed to file. I have received the amended reply that was filed yesterday. Did everyone have an opportunity to receive the amended reply?

MR. VILKIN: Yes, Your Honor.

MR. NOGGLE: Yes, Your Honor.

THE COURT: Okay. So --

MR. BETTINGER: Your Honor, just a little background on that. We did -- we tried to file it on the 27th and apparently there was something wrong with the document that the court system would not accept the filing. It was a corrupted file somehow, so I had to go through some steps to -- and that's why it got filed yesterday, so.

THE COURT: Okay. I had a full -- I had an opportunity to read it. I just wanted to make sure everybody else had it --

MR. BETTINGER: Yeah.

THE COURT: -- since it was dated the 30th and today is obviously the 31st.

Okay. So substantively -- counsel, it's your motion, I'm going to let you go ahead. I understand that there's a couple of different issues, the first issue being --

MR. BETTINGER: Standing.

THE COURT: -- standing of certain of the parties. And I saw your clarification in your amended reply. So regardless of which parties, you still have your Rule 65 burden. But feel free to address what you wish to address and then we can move forward.

MR. BETTINGER: Thank you, Your Honor.

There's a saying, *qingwa zhi jing* (phonetic) and that translates, frog in the well. It's an ancient Chinese saying and what it means is that when you have a frog that's in a well and it looks up, it only sees a little bit of the sky. And I think when you look at the motion to dismiss you have a situation that fits perfectly in that category. You have an allegation there about mediation, that she did not go through the mediation process. But the motion doesn't clarify that there was a change in the law with respect to the mediation, and so the plaintiff actually did not have to go through the mediation process.

Now, that's just an example here of the frog in the well, but the bigger picture here is, number one, NAS and Canyon Willows haven't even been served yet. The only real party of interest here with respect to the injunction that we are seeking is the new owner. Now, I had some e-mails with Mr. Noggle and was under the impression that he did represent Nevada Sandcastles, but I think it is

documented also that we did serve Nevada Sandcastles through its resident agent. Now, the reply, though, went to Mr. Noggle.

So with respect to standing, nobody here has standing except the new owner. This injunction is being sought against the new owner. We have an issue here with respect to title. And you go back to Property 101, you have title, but you have legal title and you have equitable title. And it's the plaintiff's assertion that equitable title is not transferred. It's not transferred with the sale. And in addition, you've got *Bergenfield* now, the June case from the Nevada Supreme Court which clarifies that you have a trustee and you have a lender and they've got to be the same. They've got to be the same. It's got to be in a joined entity. There's two separate entities here. You've got Bank of America and then you've got this PRLAP, Inc. What is the relationship there between BofA? Maybe it's a subsidiary but it's still a separate entity. So even under *Bergenfield* we've got a non-judicial foreclosure sale that is not allowed by *Bergenfield*.

So number one, standing. The only defendant that has standing here are the new owners, Nevada Sandcastles, because they're the ones who would be selling the home or evicting the tenant, the plaintiff, who incidently has been current on her payments. She was current on her mortgage payments. And we believe that monies for the HOA may actually have been withheld by the lender. We don't know, but we do feel that that may be the case, and those HOA monies should go to the HOA and they didn't do it. I think that was *Ocwen* (phonetic). So, but --

THE COURT: You don't have the bank. Just for clarity purposes, because the issue here is with regards to the scope of what you're seeking as well as who are the parties and the standing issue. When I look at the caption, I don't see --

MR. BETTINGER: The bank.

THE COURT: -- the bank named.

MR. BETTINGER: That's coming, Your Honor.

THE COURT: But currently as the case is sitting before me right now, the bank is not named. Is that correct?

MR. BETTINGER: That's correct.

THE COURT: Okay, thank you. Please proceed.

MR. BETTINGER: I think that's -- you know, the other defendants, as it stands right now, have no standing. Now, they may be served in the future and that's at the prerogative of the plaintiff whether the plaintiff wants to proceed and prosecute against those other two entities. But for the new owner we'll concede, you know, they have standing.

Now, being that you have *Bergenfield*, the plaintiff is likely to prevail on the merits of the action, and the controlling authority for that is *Bergenfield*. When the deed of trust and promissory note have been severed as applicable herein, the instruments must be reunited -- reunified -- I'm sorry -- to establish the proper authority to participate in the FMP.

Now, plaintiff alleged in her complaint the non-judicial foreclosure upon her residential property was unlawful, and as such, viewed in the light most favorable to the plaintiff, as articulated by the Nevada Supreme Court, the allegations contained within the complaint have already been deemed as a matter of law to be true, correct, accurate and proven, and foreclosure upon Ms. Forman's residential property was unlawful.

Moreover, I want to point out something here, Your Honor. Defendant

new owners joined with the opposition to the motion to dismiss. First of all, the party that drew up the motion to -- the opposition and the motion to dismiss has no standing. So you've got an owner, the one who had the standing, they didn't even really respond, they just joined in. It should have been that maybe they would do the opposition and maybe a motion to dismiss and the other parties would join in. But here we have a situation where the new owners did not even file an opposition. Yes, they joined, but they joined in an opposition filed by a party that has no standing. And we would ask that the Court strike that opposition and motion to dismiss also.

Now, the plaintiff was exempt from the FMP because of lack of unity of interest held in one current holder at the time of foreclosure. You've got a security interest, deed of trust, equals exemption from the EMC. That's in our amended reply. I addressed that.

Once again, defendant's motion, who hasn't been served and may or may not be a defendant, that motion should be stricken -- I mean, that opposition should be stricken. Now, Your Honor, I will save for rebuttal. Thank you.

THE COURT: Thank you.

Counsel, in whichever order you wish, and please address both aspects. Thank you so very much.

MR. VILKIN: Thank you, Your Honor.

Just by way of getting the facts straight, Mr. Bettinger told this Court repeatedly that we weren't served. Well, we were served. What we were served with was the motion for preliminary injunction. And I have here the affidavits of service that Mr. Bettinger filed with the court on December 5th, 2013, showing that

both of my clients, Nevada Association Services, Inc. and Canyon Willow Trop Owners Association were served with the ex-parte emergency motion for preliminary injunctive relief and for an order shortening time. He is correct to the extent we weren't served with the summons and complaint. However, I, as counsel for these two parties, when I get a motion for preliminary injunction that I've been formally served with and the motion -- and I'm sure the Court is aware of this, having looked at the motion -- does not specify which of the defendants the motion is against. In fact, if one reads the motion, it's against all defendants. He uses the word defendants and conspirators and he doesn't leave out Nevada Association Services or the HOA. And so you can bet your bottom dollar, Your Honor, if we had not responded to this Mr. Bettinger would be asking for an injunction here as wide in scope as possible to be applied against us because he served us with the motion.

Secondly, the fact that we haven't been served with the summons and complaint does not prevent us from making an appearance in this case and submitting to the jurisdiction of the Court, which is the test and exactly what we have done. We don't have to wait to be served with a summons and complaint. We can appear in the case and indicate our intent to be bound by the jurisdiction of the Court, and that's exactly what we did by filing papers and appearing at the last hearing and appearing in this hearing. This whole argument of standing indicates a lack of understanding of what standing is, because standing applies to plaintiff. Does the plaintiff have a case or controversy that the Court is going to recognize can be adjudicated? When a defendant is responding to a complaint, the issue is has the plaintiff properly alleged a cause of action that can be adjudicated against that defendant. Standing has no relevance or application to a defendant.

Mr. Bettinger is trying -- What really happened here, Your Honor, is that Mr. Bettinger served us with the motion, hoping to get as broad an injunction as possible against my two clients. And then when we did the opposition and he saw the motion to dismiss and he saw there was a provision for attorney's fees, he's now trying to back-pedal and say, oh, we didn't really serve them. Well, they did serve us, and any prudent attorney would have responded to being served with a motion for preliminary injunction.

Now, there's a couple other monumental errors of law that Mr. Bettinger is arguing here. The first and most obvious is this *Bergenfield* case. The *Bergenfield* case involves foreclosure on a deed of trust by a bank under NRS 107 and the Foreclosure Mediation Program. That has no application to the case at bar. What we're dealing with in the case at bar, and we know that because Mr. Bettinger alleged it himself in paragraphs 12, 13 and 14 of the complaint, is that this was an HOA lien that was foreclosed upon.

The Foreclosure Mediation Program -- When we made our counter-motion to dismiss, we made it pursuant to NRS 38.300, which says that if you have a dispute involving the application, interpretation or enforcement of CC&R's, as interpreted by the Nevada Supreme Court, the statutes governing residential property and homeowners associations, NRS 116, those matters must first go to mediation or arbitration under the Nevada Real Estate Division. That's an apple; Mr. Bettinger is arguing about an orange involving the Foreclosure Mediation Program, which is a pre-foreclosure remedy that a homeowner has when the bank seems or the bank attempts to foreclose on a first deed of trust. We have no first deed of trust in this case and we have no promissory note. The only thing alleged

in the complaint is that it was an HOA foreclosure on an HOA lien. So I don't even know how he can make that argument. It has no application to the facts of this case.

And in our opposition, Your Honor, in our motion to dismiss that we made pursuant to NRS 38.300, Mr. Bettinger had that spelled out for him in the motion. He did not mention it in his opposition. He totally ignored NRS 38.300, et seq. He could have made arguments as to why that statute didn't apply. He chose to argue that somehow this had something to do with a deed of trust and a promissory note under the Foreclosure Mediation Program. So he was fully aware of what the basis for our motion to dismiss was and he chose not to respond to it. He literally didn't mention it and the only authority he cited to support his position was *Bergenfield*, and *Bergenfield* involves foreclosure by a bank on a deed of trust and promissory note, which has no application. And as the Court pointed out earlier, the bank is not even a party to this case. And if you look at the allegations, thirteen, fourteen and fifteen of the complaint, Mr. Bettinger makes clear that this was an HOA lien that was foreclosed upon.

Your Honor, I'll stop there. Thank you.

MR. NOGGLE: Your Honor, one additional point on the mediation program. HOA foreclosures are not eligible for the Nevada Foreclosure Mediation Program.

I think plaintiff's motion to strike our participation, Nevada Sandcastles' participation in the opposition has nothing to do with standing. We joined in the reply in opposition and I think it speaks for itself. One of the questions here is -- one procedural point. Everything that the plaintiff is alleging and setting forth as to the sequence of events here is not based on a declaration from anyone who has first-hand personal knowledge. The only declaration has been signed by plaintiff's

attorney. And I checked the court file. Since we have not been served with a summons and complaint, there is no verification with the complaint. So everything we're talking about today is not based on anyone's personal knowledge on the plaintiff's side.

The question about the merits and is the plaintiff likely to prevail, Nevada Sandcastles bought this property at a duly conducted HOA foreclosure sale. And there are affidavits; a copy of the deed. The plaintiff's case against the defendant is that the defendant participated in a wrongful foreclosure and also -- that was the first claim for relief and then the third claim for relief was quiet title based on a voidable transaction. And these are broad-based allegations. I think it's premature to make a determination that the plaintiff is likely to prevail on these two points as it concerns Nevada Sandcastles. There's no evidence to that. But to the extent the plaintiff is entitled to make the case, it's going to be a heavily -- it's going to be fact oriented, and there isn't enough evidence here to show that any of these allegations are supported by any facts at this point.

THE COURT: Okay. Response, counsel?

MR. BETTINGER: Your Honor, I can give the Court a reference. There's an article by a Matthew J. or Matthew I. Hall, "Standing of Intervenor Defendants in Public Law Litigation," and in there it talks about, you know, that Article 3 standing is ordinarily regarded as a jurisdictional question that turns on the nature of the plaintiff's personal stake in the outcome of the case, as Mr. Vilkin mentioned. But largely overlooked in both case law and scholarship about standing is the fact that the defendants must also have standing. So again I go back, they have not been served.

Now, Mr. Vilkin points out that we went ahead and served him, his two clients, and that was by order of the Court. We did that by order of the Court. So I just wanted to clarify that for the record.

Now, if the Court wants to rule that these defendants have standing, then we would ask that with respect to NAS that there be a prohibition on conducting any non-judicial foreclosures which are the result of the exercise of power to sell, as found in any deed of trust, for a period of at least 125 days. And we would ask that they be ordered to provide the Court with an accounting of all such non-judicial foreclosures conducted from 2012 through the present time with specific clear reporting of what number of said non-judicial foreclosures have been conducted when the two interests, security agreement mortgage and the deed of trust were not unified. And we would ask a prohibition on defendant NAS, their agents or assignees or anyone working with defendant NAS are prohibited, restrained and enjoined from taking any action to initiate sale, transfer and/or convey any property subject eligible and/or authorized for a non-judicial foreclosure for a period of at least 125 days.

And against the HOA we would ask, if the Court is going to grant them standing, we would ask a prohibition on the initiation of any non-judicial foreclosures which are the result of the exercise of power which shall be found in any deed of trust for a period of at least 125 days. We provide the Court -- we ask that the Court order that they provide an accounting of all such non-judicial foreclosures conducted from 2012 through to the current, with specific, clear reporting of what number of said non-judicial foreclosures have been conducted when the two interests have not been united or unified, the agreement mortgage and the deed of trust.

Remember, we've got legal title and we've got equitable title. And if you look at the language in 116, you're going to find that there's no provision in there for transfer of equitable title. What the HOA is doing is they're selling a piece of paper. That's what they're doing. Again, back to the frog in the well. Is it just that much of the sky or is there a bigger picture here? What's really going on here?

Prohibition on the defendant. We would also ask that there be a prohibition on defendant HOA, their agents, assignees, or anyone working with the defendant HOA that they be restrained, prohibited, enjoined from taking any action to initiate sale, and/or convey any property subject eligible and/or authorize non-judicial foreclosure for a period of 125 days and prohibition on them, the same, their agents, their assignees, working with the defendant NAS, prohibit -- and the HOA -- prohibited, restrained, enjoined from taking any action to initiate sale, transfer and/or convey any interest and/or property interest in said HOA's ownership interest which are part of any ownership interest in said HOA for a period of 125 days.

Your Honor, if you step back and look at this whole picture, this is a travesty. It's a tragedy. You've got homeowners who are losing their homes. Many of them are foreigners who think that their homeowner association dues were being taken out with the mortgage payment. We don't know. I mean, the bigger picture here, Your Honor, is people are getting hurt. You've got these organizations -- Plaintiff's ex-husband went to that auction. He went to the auction ready to bid on the home and he was -- they wouldn't let him in. They wouldn't let him in. So is it really a duly authorized auction, public auction conducted? And Your Honor, when you have unclean hands handling the title, it's impossible to transfer a title that's going to be cleaner than the unclean hands that handled that title.

And for this reason and a light most favorable to the plaintiff, we would ask that the injunction ensue. If it's going to be that there's no standing for the other defendants, we would ask that the injunction be limited to the new owners. On the other hand, if the Court is going to grant standing to the other defendants, even though they haven't been served with the complaint and summons, that those -- we request those particulars with respect to an injunction against them. They want standing, right? They should get standing if they want it with those particulars.

Thank you.

THE COURT: Thank you so much.

Since you did have a countermotion to dismiss, you do get brief responses to some other matters as well, okay.

MR. VILKIN: I'm sorry, Your Honor?

THE COURT: Normally I would do motion, opposition, reply, but you had a countermotion to dismiss, so I'm giving you --

MR. VILKIN: You want me to address that?

THE COURT: If you wish to address anything --

MR. VILKIN: Okay.

THE COURT: -- you get an opportunity also to speak because you have a countermotion.

MR. VILKIN: Okay.

THE COURT: If you don't have anything to state --

MR. VILKIN: Let me --

THE COURT: -- then that's fine as well.

MR. VILKIN: Unfortunately I do, Your Honor. I'll make it brief, though, okay.

Mr. Bettinger cites some supposed authority to this Court about standing. He doesn't give us the citation in his article, what state it's in or anything like that. But what I did catch from what he said was it concerned intervenor defendants. And the article admits, according to his own quotation, that normally standing is a plaintiff's issue. Intervenor defendants, I suspect, involved a situation where parties were attempting to intervene as defendants to affirmatively make a claim and therefore were in the shoes of a plaintiff and the rules of standing would therefore apply. But since there is no citation or anything, and I haven't had a chance to look at it, he's admitting that normally standing is a plaintiff's issue.

Second, with regard to his new request that the injunction apply to all foreclosures that NAS and the HOA conducted over a period of time back to 2012, I object to that in the most strenuous terms. That is a totally new claim that is not in his motion papers. I haven't had a chance to see it. He just -- Mr. Bettinger just read it to the Court. And it would be -- he knows it's improper to make that claim at this point without having put it in his motion.

With regard to the motion for an injunction, it seems like at the conclusion of his comments he's arguing to the Court that in order to determine whether an injunction should issue this Court should accept the facts as pled in a light most favorable to the plaintiff. Well, that clearly is not the standard for an injunction. That's the standard for a motion to dismiss where the Court accepts all the allegations as true and determines whether a cause of action has been adequately pled. For an injunction he has to show a reasonable probability of success on the merits, and there's no admissible evidence before the Court to do that. There's no affidavit or declaration from his client. There's no affidavit

or declaration from his client's ex-husband as to what happened when he went to the sale. All there is is Mr. Bettinger's conculsory hearsay affidavit where he has no personal knowledge of what happened, and therefore there's no admissible evidence before the Court that would give a basis to issue an injunction.

With regard to my countermotion, I did mention it in my earlier comments but I'll mention again that motion was made pursuant to NRS 38.300. And what we did in our motion is we laid out for the Court what the factual allegations in the complaint are and we accept them as true, as we must, and we showed the Court how all of those involve wrongful foreclosure allegations in one form or another and violating -- involving violations or alleged violations of the CC&R's; NRS 116. And the Supreme Court of Nevada in the *McKnight* case, which we attached, made clear that all those types of causes of action are to be dismissed because they have to go to mediation or arbitration first before the Nevada Real Estate Division.

The one exception is a quiet title action, and Mr. Bettinger has alleged quiet title. The reason quiet title does not apply to my clients is because quiet title is a statutory cause of action, NRS 40.010, and it says that parties who have adverse claims, not former claims or used to have a claim but claims, are proper parties in a quiet title action. In this case it's clear from plaintiff's own allegations that this foreclosure has occurred, it's over with. The lien was satisfied. He attached the foreclosure deed which makes all of this clear. And so my clients are not proper parties to a quiet title. They have no current claim to the property. And so it's improper to force them into a cause of action where the Court has to determine amongst present and current competing claims to property, and that's why quiet title

should not survive against my clients.

MR. BETTINGER: Your Honor, I'm going to object to the remarks, and the basis for that is that this rebuttal is going way beyond what my comments were about.

THE COURT: But is in their -- it's in their motion, so --

MR. BETTINGER: That's correct, but they had a chance to address that, so.

MR. VILKIN: I'll submit, Your Honor.

THE COURT: Okay. Counsel?

MR. BETTINGER: Your Honor --

THE COURT: I was --

MR. BETTINGER: Oh, I'm sorry.

THE COURT: Let me just ask --

MR. BETTINGER: I'm sorry.

THE COURT: -- defense counsel, you've joined in it, is there any final words? If not, the Court is going to make a ruling.

MR. NOGGLE: Your Honor, I'm lost with the equitable title argument. This is an issue of legal title. On occasion equitable title can be argued in very specific situations, but not in this one. And really, in sum and substance as far as my client, the winning bidder at the HOA foreclosure sale, plaintiff is now seeking to deprive them of the economic benefits of the property which they own, without any chance of success on the merits.

THE COURT: Okay. The Court has to look at this -- I've got two different motions before me. I've allowed each side -- in fairness, I've allowed each side to go back and forth. You got your final word on your motion; you got the final

word on your motion, okay, so the Court needs to make a ruling at this juncture. Okay?

MR. BETTINGER: Okay. Your Honor, I do have a copy of the deed of trust. Do you want a copy of that?

THE COURT: I don't think the deed of trust is -- Well, since it wasn't in the file provided to the Court, the Court shouldn't review it anyway, but I don't think the deed of trust is being disputed in this matter. And I'm looking at this -- first I have to look at the first motion under Rule 65 and it's simple under 65, temporary restraining order. I'm going to quote specifically from the statute. "Temporary Restraining Order. A temporary restraining order may be granted without written or oral" -- okay, "only if it clearly appears from specific facts shown by affidavit or by the verified complaint that immediate and irreparable injury, loss or damage will result." Okay. And you have to -- that's for an ex-parte. Obviously I set this for hearing because I found it appropriate that the parties should all be noticed and come in and have a full opportunity to insure that each of the arguments could be raised.

When you look at a temporary restraining order -- and this is done both as a temporary restraining order and as a preliminary injunction -- the first factor the Court looks at is likelihood of success on the merits. The Court does not find that that prong can be met at this juncture. The Court hasn't found, nor was it provided to the Court, and after allowing briefing, supplemental briefing, continuing the argument to today to give everyone a full opportunity, there is still no evidence brought forth to this Court that would show a likelihood of success on the merits. There's not even an affidavit of any first-hand knowledge of the events that happened.

The Court has individualized concern when I look at the complaint as it currently stands, it does not mention the bank. However, brought up during oral argument was that the bank may have tendered some of these HOA fees. Brought it for the first time during oral argument, the Court can't really consider it. But even if I were to consider that, I have no -- I can't consider it for the independent reason there's no evidentiary basis to support that. And the only thing that really tells me is that I have an indispensable party that hasn't yet been named, which presents a different challenge.

But I can't grant a broad-based injunction -- Let me be clear on one point here. The Court is only looking at Laura Forman versus the parties in this caption. The Court is in no way nor does it have the jurisdiction to enter any injunction as to all aspects that have happened since 2012 with regards to the HOA, NAS, etcetera, and so I can't do that. I am not doing that. I am only looking for my analysis with the case specifically before me. And the case specifically before me is Ms. Forman's specific facts alleged in the complaint presented to this Court; no other complaints that haven't yet been filed, no parties that haven't yet been named, no allegations that haven't yet been stated, nor any other claims as to any other non-judicial foreclosures that have or have not happened with respect to NAS or the HOA. That's not before me. Laura Forman, this case, is before me with the named defendants. And that's the standard I am looking at with relationship to all the motions before me, meaning both of them, the injunctive relief request, both the TRO and the preliminary injunction, as well as the motion to dismiss and obviously the joinders thereto.

So with that clarification, looking back at the temporary restraining

order, likelihood of success on the merits, as the Court stated I have no admissible evidence to show that there would be a likelihood of success on the merits in the underlying claim. Specifically looking at the NAS and the HOA, when I look at the quiet title claim, I don't have any assertions that they're even asserting title. The only title that's being asserted is by Sandcastle and the individual members of Sandcastle. And I'm short-circuiting, I'm not calling it LLC, but you know what I mean. So there can't be a likelihood of success on the merits on that.

When I'm looking at the other claims which -- the wrongful foreclosure, the violation of the Consumer Protection Act, slander of credit, intentional and negligent infliction of emotional distress, etcetera, I haven't seen any evidence to support those that would show that there's a likelihood of success on the merits at this juncture. I'm only looking at the injunctive relief. I'm not pre-ruling on any other aspects that may come before me after discovery, etcetera, potentially, depending on my ruling in the next stage, but with regards to that.

Then I look at the irreparable harm. I look at the irreparable harm at this juncture, at least what is stated, there's two aspects of the irreparable harm. The first aspect is presumably that the house can be sold, but the house has already been sold, so the Court can't find that there's irreparable harm. I do look -- I do appreciate the uniqueness of a particular individualized dwelling and that that could be irreparable harm, but in this case the unit has already been sold, so I can't say that the harm -- that the person is going to have the unit sold.

So then I look at the second aspect of irreparable harm. The second aspect raised in the papers is that -- at least from what the papers have stated is that Ms. Forman still lives in the home and has not yet been evicted from the home.

And so then I look at the aspect of eviction and whether or not the eviction will be irreparable harm. What I don't have at this juncture -- that issue really goes before the justice court. I don't have anything before me about whether or not eviction proceedings have been initiated in justice court, and that's where they would go. They wouldn't come here to district court. If they had been, I don't have anything about any supersedeas bonds. I mean, I've got so many steps that have not been brought to my knowledge, okay, so I can't say that there would be irreparable harm.

And the Court is not in any way saying that a home is not unique, because a home is unique and could be the basis of irreparable harm. But since the unit has been sold and I have no basis or anyone telling me that any eviction proceedings have commenced, I don't have any basis of any irreparable harm, okay. And I would have questions about potentially the jurisdiction of the eviction because I don't have anything that would take the pure eviction aspect, which would be in justice court, not here. Now, there are certain aspects that injunctive relief can come before this Court, but without any statement that there is any eviction proceedings or anything happening currently with the home, I don't have any information that would provide the basis of irreparable harm to grant the emergency relief that is sought.

When I look at the aspects -- the foreclosure mediation is a red herring. The bank is not -- The reason why I asked the question about the bank is the bank -- it's a foreclosure mediation and that particular case deals with whether or not a bank can proceed to non-judicially foreclose. A bank relating to a promissory note and a deed of trust, not at issue here, whether a bank can do it when they only have one-half of it, whether or not they can get the certificate for foreclosure

mediation. That's a red herring in this case. This isn't -- nobody here -- there's no bank in the pleadings and I confirmed with all the parties that it's not a typo, that it's not there, it doesn't exist yet. Maybe it might exist down the road, but it doesn't exist here. So foreclosure mediation is not the appropriate aspect and that case cited by plaintiffs would be inapplicable.

Rule 38 aspects and whether or not this should all be going to the Nevada Real Estate Division, I'm going to address when I get to the motion to dismiss in just a second, but that is the correct legal analysis based on the parties that are currently in this case with the claims currently asserted therein.

So the motion for a temporary restraining order and preliminary injunction would be denied. It does not meet the prongs. I have to look at public interest. The public interest here really is split, as it is in all these type of cases. There's public interest for an individual not losing his or her home, and you compare that with the public interest of insuring that homes and that there is other individuals who bought the home. I don't have any information or evidence here to show that this is not a bona fide purchaser, you know, and looking at the 116 and the 107 analysis with that. So without that avenue, I really would find if I look at the public interest it would be somewhat split. Once again, I don't have enough information presented to me to meet the hurdle that plaintiff would need to tie that factor into it. So the injunctive relief would be denied.

The next portion, the Court has to look at the motion to dismiss. I'm going to have to look at the motion to dismiss in its entirety and then the individual claims. Looking at its entirety that the entire case really should go to the Real Estate Division, I'm looking first at the NAS and homeowners association and then

I need to get to Sandcastle because the -- although there is a joinder, the assertions are somewhat different because the legal analysis is different depending on which party we're looking at from a defendant standpoint.

The Court then looks at *Buzz Stew*. *Buzz Stew* -- we're not *Twombly* here in the state courts, and so I have to look at the standard for a motion to dismiss. When I look at these claims, looking at first the NAS/HOA aspect of it, I don't see how the quiet title claim can survive against NAS and the HOA because there is no assertion even in the complaint that they are asserting any title. The allegations are with regards to NAS and the HOA -- I'm going to say this more succinctly, it was phrased better in the pleadings, is that pretty much they were a pass-through, that they were the vehicle that got it from person one to person two. And I'm using person, even though obviously it's an LLC, I'm just using it in a generic term. So there is no allegation in the complaint that NAS or the HOA is asserting title to the property, and so the quiet title claim would not survive with regard to those entities. However, the Court is going to give leave to amend in that regard because of the way that the complaint is phrased, and combining with the various defendants and the assertions, I want to insure that that's clearly articulated with regards to those claims, but at least as asserted it would not survive. And so I would grant leave to amend with the quiet title.

With regards to the remaining, violation of Consumer Protection Act, slander of credit, intenitional and negligent infliction of emotional distress, the Court is cognizant that these could potentially under *McKnight* go to the mandatory process of the Real Estate Division. However, there has been an inconsistency with Nevada Supreme Court cases on specifically which particular claims would go

and how they would be -- the precedent does not clearly state that these claims as specifically alleged would fall within that rubric of NRS 38. So looking at a *Buzz Stew* analysis and assuming the allegations as true, the Court would not at this juncture -- I think the Real Estate Division probably is the proper place, but I think the complaint really is vague enough in the way that the claims are pled that they wouldn't fall under the mandatory requirement that they go through the 38 process, NRS 38 process. So at least right now with the way it's currently phrased in a motion to dismiss, the Court would find that those would be denied without prejudice, the motion to dismiss with regards to those remaining claims.

Looking at the joinder, the joinder with regards to the quiet title action, the Sandcastle defendants are specifically asserting title, so obviously the motion to dismiss under *Buzz Stew* would remain, so that one would be denied. And for the same reasoning with regards to the NRS 38 claim, if you're looking at it as a pass-through defendant, I don't think that at this juncture that that would -- that there's no instance in which plaintiff could not survive and have claims against the Sandcastle defendants. So I would deny in its entirety the motion to dismiss joinder with regards to the Sandcastle defendants without prejudice.

Now, I will tell you this was a close call for the Court really with regards to some of the other allegations, particularly with the NAS, but because of the way the complaint was read and because *McKnight* doesn't on all fours specifically address each and every one of these claims and you have to make a determination, which I can't make at this juncture, they are surviving at this stage.

Now, when I look at the request for attorney's fees and costs, in light of the Court's ruling the Court wouldn't find that it's appropriate to grant attorney's

fees and costs and so would deny it at this juncture.

I am going to caution, though, that we need to get this case tightened up so that we understand clearly what actual claims are being asserted against which defendants to allow this Court to make appropriate determinations with any other motions that may come before me down the road, okay.

I think that with regards to the aspect of the standing aspect, the defendants are subject to the very claims set forth in the complaint. They are subject to the very assertions with regard to the underlying injunctive relief. They clearly have a right to submit to the jurisdiction of this Court and defend. In fact, as you probably know, you can technically file an injunction before a complaint and have that before you even have a complaint. So the fact that they're not served does not impact any standing. The Court is not going to strike any pleadings and wouldn't find it appropriate to strike any pleadings. And the Court also is not going to strike the supplemental reply, although it appreciates the fact of how it got here and so the fact it was a supplemental pleading usually it will get rejected because there's no right to a supplemental reply. But the Court found it was appropriate to take all the pleadings into consideration in making its ruling to insure that all matters were fully addressed, and so it did do so.

I think I've taken care of the various things that have come up in the hearing, as well as the various pleadings. Does anyone need any further --

MR. VILKIN: Your Honor, if I may ask for clarification?

THE COURT: Of course.

MR. VILKIN: If I understand the Court's ruling at this point, the Court is saying that the first, second, fourth, fifth, sixth and seventh causes of action, that

none of those qualify under *McKnight* and they all survive. Is that correct? Even the wrongful foreclosure?

THE COURT: I am saying with the way that these are pled, and I have to look at the underlying pleadings rather than labeling of titles within the causes of action, that they are pled in a manner that's unclear specifically who they are pled as to and it's unclear, specifically the allegations set forth therein. So I would not see that they would fall directly under *McKnight*. Now --

MR. VILKIN: Is the Court asking the plaintiff's -- are going to require the plaintiff's attorney to amend?

THE COURT: I am -- with the lack of clarity I think amendment would be appropriate so that the Court can make more well-reasoned rulings. However, in the way I phrased it as a denial without prejudice, rather than granting it with leave to amend, technically I'm not ordering you to, but I am strongly saying the way it's currently pled is going to raise issues down the road from a procedural standpoint in subsequent motions that could happen. When I look at the way that it is done currently, it causes the questions with regards to the NRS 38. And like I said, it was a very, very close call. Going for lack of clarity, I think it meets the minimum requirements of *Buzz Stew*, but at the same time I can see subsequent motions coming before me in the more fully briefed issues on those claims, and in light of those motions I would caution, take a look at the complaint; certain of the aspects and guidance.

MR. VILKIN: By way of clarification, is the Court saying that if he does not amend the complaint we can renew our motion to dismiss for failure to submit to NRED arbitration?

THE COURT: Since NRS -- since I denied it without prejudice, you more than have a right to re-submit it or ask for reconsideration or anything that either side deems would be appropriate for this Court to do so.

MR. VILKIN: And --

THE COURT: But I am taking into light when I look at the complaint that there was a statement that there's also going to be further amendments done to include other parties and allegations. And when I look at the way that this was pled, that's where I think it's a very close call whether it directly goes under *McKnight* or not.

MR. VILKIN: Your Honor, is the Court establishing a deadline for Mr. Bettinger to amend the complaint, or is this an open --

THE COURT: No, he has the standard amount of days because I gave leave to amend with regards to the quiet title.

MR. VILKIN: Is it twenty days?

THE COURT: It's the standard amount of days and then it would come back.

MR. VILKIN: Okay.

THE COURT: And the Court is cognizant of how this came up in its OST fashion and how things got pled and various joinders in making its ruling.

So at this juncture I do need to ask for preparation of the order. Since I denied the injunctive relief and granted in part and denied in part the motion to dismiss and the joinder thereto, I normally would ask defense counsel, one of you all to prepare the order and circulate it to the rest of the parties.

MR. VILKIN: I'd be happy to do that and I will run it by -- Do you want all other counsel to sign it as well?

THE COURT: I do ask that all parties be given the opportunity to sign it. If someone doesn't get back to another party or refuses to sign it, then I just need some notification thereon so that the Court can review the order for that compliance with 7.21.

January 17th is my chambers calendar date that we've been giving people. Does that give everyone enough time, in light of the finishing up of the holidays, to get the order circulated and prepared -- provided back to the Court?

MR. VILKIN: You want it submitted to the Court by the 17th. Okay.

THE COURT: As you know, EDCR 7.21 is ten days. What I try and give counsel is I try and trigger it the next Friday on my chambers calendar after that ten days so that people have some additional time. But at the same time we're tracking orders, particularly in a case such as this where there may be future motion practice. In order for the future motion practice to take place you have to have an order in the first place, or if people have other questions or clarifications, so.

MR. VILKIN: Okay. Thank you, Your Honor.

MR. BETTINGER: Your Honor --

THE COURT: Yes?

MR. BETTINGER: -- clarification again?

THE COURT: Of course.

MR. BETTINGER: The Court is going to have the counsel for NAS and the HOA draft the proposed order, correct?

THE COURT: Yes, because they were the prevailing party. They objected to -- I denied your injunctive relief for the reasons stated, incorporating the various reasons set forth in the pleadings and in the record, not fully detailed, obviously,

in my summary. I granted in part and denied in part the motion to dismiss, and I denied the joinder thereto for the reasons stated, but I denied it without prejudice to the past I did and with leave to amend to the one I did, so they would be the prevailing party. Custom and practice is asking the prevailing party to prepare the order unless there is some objection thereto or some agreement by the parties to do something differently.

MR. VILKIN: But it's going to be prepared with a signature box for you, Mr. Bettinger.

THE COURT: Right. Right. Everyone --

MR. BETTINGER: Plaintiff would ask that plaintiffs be allowed to prepare the order regarding the denial of the motion to dismiss.

THE COURT: Since it was granted in part and denied in part, I generally ask the defense counsel. If it was denied in its entirety, then I would have asked plaintiff's counsel. Unless there is some reason, since it will be fully circulated and the Court will only review it after its been fully circulated, I think that provides all parties an opportunity to review it. And obviously if there is some disagreement, you know, and you need some further action with regards to that, the Court will take it up at that juncture, but usually this has been an effective, consistent manner.

MR. VILKIN: Your Honor, just because there is an ambiguity in my mind, is the Court saying twenty days? Because when I said twenty days, the Court said the standard time.

THE COURT: Well, I don't say twenty days from today because it depends on when you get the order in and it's from the date of the order.

MR. VILKIN: Twenty days from the filing of the order?

THE COURT: The N.E.O. Yes.

MR. VILKIN: Okay. Thank you, Your Honor.

MR. NOGGLE: Thank you, Your Honor.

MR. BETTINGER: Thank you.

(PROCEEDINGS CONCLUDED AT 10:40 A.M.)

* * * * * *

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

Liz Garcia

Liz Garcia, Transcriber
LGM Transcription Service

EXHIBIT 3

PET050

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CLERK OF THE COURT

RPLY
ROBERT P. BETTINGER, ESQ
Nevada Bar #3384
4750 W. Flamingo Rd., Suite B
Las Vegas, NV 89103
Telephone: (702)353-1608
Fax: (866) 323-0888
Email parkerson@mac.com
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

LAURA FORMAN Plaintiff V. CANYON WILLOW OWNERS ASSOCIATION, CANYON WILLOWS, TROP OWNERS ASSOCIATION, a, Domestic Non-Profit Coop Corporation NEVADA ASSOCIATION SERVICES INC., NEVADA SANDCASTLES, LLC, RANDY, MERRILL, in his capacity as Manager of NEVADA SANDCASTLES LLC and as an Individual; LYNNE MERRILL, in her Capacity as a Manager of NEVADA SANCASTLES, LLC; and as an Individual; VIP REALTY GROUP PROPERTY MANAGEMENT INC. DOES I-X, ROES I-X Corporations. Defendants	Case No. A-13-692099-C Dept. No. XXXI **AMENDED REPLY IN SUPPORT OF EX PARTE EMERGENCY MOTION FOR PRELIMINARY INJUNCTIVE RELIEF and for an ORDER SHORTENING TIME**

PLAINTIFF DOES NOT AT THIS TIME—BUT RESERVES THE PEROGITIVE TO AT A LATER DATE-- SEEK TO ENJOIN NEVADA ASSOCIATION SERVICES (" NAS") NOR CANYON WILLOWS ASSOCIATION ("HOA")FROM ANY CONDUCT IN WHICH THEY ARE PRESENTLY ENGAGED, DESPITE THE PATENTLY FRAUDULENT NATURE OF THE INTENTIONALLY UNLAWFULLY BUSINESS PRACTICES THAT EACH IS MALICIOUSLY AND/OR WONTONALLY UNDERTAKING, AS HELD BY THE NEVADA

SUPREME COURT, WHILE CLOAKED IN THE PRE-TEXTUAL AND ERRONEOUS GUIESES OF A LEGITIMATE NON-JUDICIAL FORECLOSURE PROCEEDING.

First, in the interest of perfecting the record, it is imperative that this Court, via the extension of judicial notice, take note that the co-defendant(s) NAS and the HOA have not been formally served with process and/or the complaint in this matter and, as such, are not formally "defendants" in this matter.

Therefore, as a matter of substantive procedure and/or law, each potential co-defendant lacks proper standing because neither potential litigant is entitled to have this Honorable Court even consider, let-a-lone determine, the merits of their arguments because, as the facts and requested injunctive relief illustrate, there is no present dispute which involves the parties interests; as of yet (but Plaintiff will reserves the right to seek such at a later date). See, Wrath v. Seldin, 422 U.S. 490, 498 (1975).

Moreover, the express language of the injunctive relief sought does not specifically request that the Defendant NAS nor HOA are the subject(s) of the injunctive relief herein sought and are not, at this time, the subjects of any requested enjoinment(s) upon the conduct of their, as Plaintiff characterizes it, unlawful business practices. Parenthetically, Plaintiff is curiously perplexed as to the actual motivation for their, obviously, reflexive objections to the entry permanent of the injunctive herein sought.

In the end, however, the, inevitable, co-defendants are precluded from any participation in this proceeding as it specifically relates to the entry of an injunction, as Plaintiff has specifically requested, and are precluded from providing any objection(s) as it relates to the substantive provisions of the injunction as requested by Plaintiff. In light of such, Plaintiff respectfully requests that their filings be stricken from the record.

DEFENDANT'S COUNTER MOTION FOR DISMISSAL OF THE COMPLAINT IS MISPLACED, MISGUIDED, UN-SUPPORTED BY CONTROLLING LEGAL AUTHORITY AND PERFIDIOUSLY PROFFERED IN THE FURTHERANCE OF THEIR FRAUDULENTLY UNLAWFUL CONSPIRACY, CRIMINAL ACTIVITY AND/OR SCHEME TO CONVERT PLAINTIFF'S REAL PROPERTY.

Pursuant to NRS Rule 12(b)(5), this Honorable Court is authorized to dismiss the complaint or a portion of a complaint for failure to state a claim upon which relief may be granted. See, Nev. R. Civ.P.12(b)(5). When entertaining a motion to dismiss pursuant to 12(b)(5), this Court's "task is to determine whether or not the challenged pleading sets forth allegations sufficient to make out the elements of a right to relief." See, Edgar v. Wagner, 101 Nev. 226, 227, 699 P.2d 110, 111 (1985). In making this determination, the allegations contained in the complaint "must be taken at 'face value' and must be construed favorable in the Plaintiff's behalf." Id. at 227-28, 111-12 (citation omitted). "Although Nevada is a notice pleading jurisdiction, a party must be given reasonable advance notice of an issue3 to be raised and an opportunity to respond." Anastassatos v. Anastassatos, 112 Nev. 317, 320, 913 P.2d 652, 653 (1996). "The test for determining whether the allegations of a cause of action are sufficient to assert a claim for relief is whether the allegations give fair notice of the nature and basis of the claim and the relief requested." See, Ravera v. City of Reno, 100 Nev. 68, 70, 675 P.2d 407, 408 (1984).

Applied here, Plaintiff has more than carried her burden. Specifically, Plaintiff has alleged in the substance of her Complaint, that the, allegedly "proper" non-judicial foreclosure upon her residential proper was, in fact, unlawful; and she stands by these factual assertions. In support of said allegations, Plaintiff proffers a recent holding by the Nevada Supreme Court as the precise legal authority which unequivocally affirms the position.

Concisely stated, Defendants assert that the Plaintiff's Complaint in this matter should be dismissed because Plaintiff failed to participate in the mandated pre-foreclosure mediation program. However, without questioning the candor of Defendant's argument, the controlling legal authority applicable here specifically exempted the Plaintiff from participation in the program. Permit Plaintiff to expound.

In Bergenfield v. Bank of America, 129 Nev. Advance Opinion 40 (filed June 6, 2013), the Nevada Supreme Court specifically and categorically held that, whereas Nevada law permits the severance and independent transfer of deeds of trust and promissory notes without impairing the right to ultimately foreclose, only when the note and deed of trust are held by the same party is said party required to participate in the State's mandated pre-foreclosure mediation program.

In sum, the Court opined, under Nevada law, in order to lawfully foreclose, non-judicially, upon a deed of trust of an owner-occupied residence (as applicable here) the party seeking foreclosure most demonstrate that is both the "current beneficiary of the deed of trust and the current holder of the promissory note"—which was not the case here because the holder of the two interests were not unified; therefore, the whole foreclosure was unlawful and will be the subject of a motion to set said nonjudicial foreclosure aside—promptly.

Only when the deed of trust and promissory note have been severed, as applicable here, the instruments must be reunified to establish proper authority to participate in the FMP. Id. At page(s) 4-5; see, also, Eldelstein v. Bank of N.Y. Mellon, 128 Nev. at____, 286 P.3d at 258-61 (2012).

As such, when viewed in the light most favorable to Plaintiff, as articulated by the Nevada Supreme Court, the allegations contained within the Complaint have already been deemed, as a matter of law, to be true, correct, accurate and proven; the foreclosure upon Ms. Forman's residential property was unlawful.

DATED: this 29th day of December, 2013

/s/Robert P. Bettinger
ROBERT P. BETTINGER, ESQ
Nevada Bar #3384
4750 W. Flamingo Rd., Suite B
Las Vegas NV 89103
(702) 353-1608; (866) 323-0888 fax
Parkerson@mac.com
Plaintiff's Attorney of Record

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DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT
3024-14

CERTIFICATE OF SERVICE

I certify that on the date indicated below, I served a copy of this REPLY IN SUPPORT OF EMERGENCY MOTION FOR INJUNCTIVE RELIEF upon the Party listed below as follows: By mailing it by first class mail with sufficient postage prepaid and / or by email to the following address:

Robert B. Noggle, Esq.
Noggle Law
376 East Warm Springs, Suite 125,
Las Vegas, Nevada 89119

Robert@nogglelaw.com

Richard Vilkin
1286 Crimson Sage Ave
Henderson NV 89012

Richard@vilkinlaw.com

DATED this 29th day of December, 2013.

/s/ Robert P. Bettinger, Esq.
ROBERT P. BETTINGER, ESQ.

SUBMITTED BY:

/s/Robert P. Bettinger
ROBERT P. BETTINGER, ESQ
Nevada Bar #3384
4750 W. Flamingo Rd., Suite B
Las Vegas NV 89103
(702) 353-1608
(866) 323-0888 fax
Parkerson@mac.com
Plaintiff's Attorney of Record

EXHIBIT 4

PET057

CIVIL COVER SHEET

A-13-692099-C

XXXI

Clark County, Nevada

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

I. Party Information

Plaintiff(s) (name/address/phone):	Defendant(s) (name/address/phone):
LAURA FORMAN	CANYON WILLOW OWNERS ASSOCIATION et al
Attorney (name/address/phone):	Attorney (name/address/phone):
ROBERT P BETTINGER 702 353-1608	
4750 W. FLAMINGO RD SUITE B LAS VEGAS NV	

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

☐ **Arbitration Requested**

Civil Cases

Real Property

- ☐ **Landlord/Tenant**
  - ☐ Unlawful Detainer
- ☒ **Title to Property**
  - ☒ Foreclosure
  - ☐ Liens
  - ☐ Quiet Title
  - ☐ Specific Performance
- ☐ **Condemnation/Eminent Domain**
- ☐ **Other Real Property**
  - ☐ Partition
  - ☐ Planning/Zoning

Torts

Negligence
- ☐ **Negligence – Auto**
- ☐ **Negligence – Medical/Dental**
- ☐ **Negligence – Premises Liability** (Slip/Fall)
- ☐ **Negligence – Other**

- ☐ **Product Liability**
  - ☐ Product Liability/Motor Vehicle
  - ☐ Other Torts/Product Liability
- ☐ **Intentional Misconduct**
  - ☐ Torts/Defamation (Libel/Slander)
  - ☐ Interfere with Contract Rights
- ☐ **Employment Torts** (Wrongful termination)
- ☐ **Other Torts**
  - ☐ Anti-trust
  - ☐ Fraud/Misrepresentation
  - ☐ Insurance
  - ☐ Legal Tort
  - ☐ Unfair Competition

Probate

- ☐ **Summary Administration**
- ☐ **General Administration**
- ☐ **Special Administration**
- ☐ **Set Aside Estates**
- ☐ **Trust/Conservatorships**
  - ☐ Individual Trustee
  - ☐ Corporate Trustee
- ☐ **Other Probate**

Other Civil Filing Types

- ☐ **Construction Defect**
  - ☐ Chapter 40
  - ☐ General
- ☐ **Breach of Contract**
  - ☐ Building & Construction
  - ☐ Insurance Carrier
  - ☐ Commercial Instrument
  - ☐ Other Contracts/Acct/Judgment
  - ☐ Collection of Actions
  - ☐ Employment Contract
  - ☐ Guarantee
  - ☐ Sale Contract
  - ☐ Uniform Commercial Code
- ☐ **Civil Petition for Judicial Review**
  - ☐ Other Administrative Law
  - ☐ Department of Motor Vehicles
  - ☐ Worker's Compensation Appeal

- ☐ **Appeal from Lower Court** *(also check applicable civil case box)*
  - ☐ Transfer from Justice Court
  - ☐ Justice Court Civil Appeal
- ☐ **Civil Writ**
  - ☐ Other Special Proceeding
- ☐ **Other Civil Filing**
  - ☐ Compromise of Minor's Claim
  - ☐ Conversion of Property
  - ☐ Damage to Property
  - ☐ Employment Security
  - ☐ Enforcement of Judgment
  - ☐ Foreign Judgment – Civil
  - ☐ Other Personal Property
  - ☐ Recovery of Property
  - ☐ Stockholder Suit
  - ☐ Other Civil Matters

III. Business Court Requested (Please check applicable category; *for Clark or Washoe Counties only.*)

- ☐ NRS Chapters 78-88
- ☐ Commodities (NRS 90)
- ☐ Securities (NRS 90)
- ☐ Investments (NRS 104 Art. 8)
- ☐ Deceptive Trade Practices (NRS 598)
- ☐ Trademarks (NRS 600A)
- ☐ Enhanced Case Mgmt/Business
- ☐ Other Business Court Matters

11/22/2013

Date

3384

Signature of initiating party or representative

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CLERK OF THE COURT

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COMP
ROBERT P. BETTINGER, ESQ.
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4750 W. Flamingo Rd., Suite B
Las Vegas, NV 89103
Telephone (702) 353-1608
FAX 866-323-0888
E-Mail parkerson@mac.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

LAURA FORMAN,
Plaintiff,

vs.

CANYON WILLOW OWNERS ASSOCIATION, CANYON WILLOWS TROP OWNERS ASSOCIATION, a Domestic Non-Profit Coop Corporation; NEVADA BUSINESS MANAGEMENT SERVICES INC., NEVADA SANDCASTLES, LLC, RANDY MERRILL, in his capacity as Manager of SANDCASTLES LLC and as an Individual; LYNNE MERRILL, in her capacity as a Manager of NEVADA SANDCASTLES LLC and as an Individual; VIP REALITY GROUP PROPERTY MANAGEMENT, INC, DOES I-X, ROES I-X Corporations,

Defendants

Case No. A-13-692099-C

Dept. No. XXXI

ARBITRATION EXEMPT- TITLE TO PROPERTY

COMPLAINT

Come Now, Plaintiff, LAURA FORMAN, by and through her attorney of record, ROBERT P. BETTINGER, ESQ., and hereby complains, alleges and avers, against the above-named Defendants, as follows:

JURISDICTION AND VENUE

1. Plaintiff is an individual residing at 5710 E. Tropicana Ave, Unit 1029, Las

Vegas, NV., 89122, which is in Clark County, Nevada. Plaintiff brings this action to seek redress or other relief with regards to the wrongful foreclosure, unlawful conveyance, fraudulent conveyance, negligence and/or other torts as herein described against the Defendants for their conduct as it relates to the wrongful and/or unlawful non-judicial foreclosure and/or subsequent auction conducted by the Defendants and resulted in the unlawful taking of Plaintiff's above-described residential property.

2. Defendant Nevada Association Services, Inc., (Nevada Business Management Association Services, Inc.) a for profit Nevada corporation, located at Desert Inn Road, Suite 2, Las Vegas, Nevada, 89146 is the entity that initiated, commenced and/or conducted the illegitimate proceedings (as agent for the entity Canyon Willow Tropicana) which culminated in the wrongful foreclosure of the Plaintiff's residential property which is the subject of this litigation.

3. Defendant Canyon Willows Trop Owners' Association is a domestic nonprofit corporation, located at 630 Trade Center Dr., Las Vegas, Nevada 89119, on reason and belief, this defendant conspired and/or otherwise confederated with the other defendants in the fraudulent purchase and/or attempted leasing of the said residential property.

4. Defendant Canyon Willows Home Owners Association is a domestic nonprofit corporation, located at 630 Trade Center Dr., Las Vegas, Nevada 89119, on reason and belief, this defendant conspired and/or otherwise confederated with the other defendants in the fraudulent purchase and/or attempted leasing of the said residential property.

5. Defendant, Nevada Sandcastles, LLC , is a Nevada Limited Liability Company located in Clark County Nevada, and doing business in Clark County, whose address is 900 Las Vegas Blvd. South, #810, Las Vegas, Nevada 89101. Nevada Sandcastles, LL claims to be the purchaser of the home for $10,000.00 at foreclosure sale improperly conducted on November 1, 2013. Their mailing address is

at 3605 S TOWN CENTER DR STE B City: LAS VEGAS, NEVADA, 89135. On reason and belief, this defendant conspired and/or otherwise confederated with the other defendants in the fraudulent purchase and/or attempted leasing of the said residential property.

6. Defendant Randy Merrill, as a Manager of Nevada Sandcastles, LLC, located in Clark County Nevada and doing business in Clark County, whose address is 900 S. Las Vegas Blvd., #810, Las Vegas, Nevada 89101.

7. Defendant Lynne Merrill, as a Manager of Nevada Sandcastles, LLC, located in Clark County, whose address is 900 S. Las Vegas Blvd., Las Vegas, Nevada 89101.

8. Defendant VIP Reality Group Property Management, Inc, is an unregistered entity in the business of property management and of unknown structure doing business in the State of Nevada and is the entity managing the residential property that is the subject of this litigation.

9. That the Defendants DOES 1 through 100, and ROES 1 through 100 inclusive, are fictitious names; that Plaintiff is without knowledge of the true names of those so designated by such fictitious names, and when the true names are discovered, Plaintiff will ask leave to amend this Complaint and proceedings herein to substitute the true names of said Defendants. Plaintiff believes that each of the Defendants designated herein as a DOE or ROE was negligent, responsible, or otherwise vicariously liable in some manner for the events herein referred.

GENERAL ALLEGATIONS

10. The plaintiff, FAURA FORMAN, is a resident of Clark County, 5710 E. Tropicana Ave, Unit 1029, Las Vegas, NV., 89122, which is in Clark County, Nevada.

11. That the plaintiff has been the victim of excessive HOA fees by the Defendant HOA, hereinafter called "HOA,"

12. That the Plaintiff was faithfully making payments to her HOA until she

was laid off her employment due to the steep economic downturn that struck Nevada more severely than the rest of the United States. She attempted to make arrangements with the HOA, which continually assured her that they would "work with her".

13. That Plaintiff received Notice of Intent to Sell Property to satisfy the HOA lien. However, the HOA did not exercise that option until over a year later. Instead, the HOA continued to assure her that it would continue to "work" with her.

14. That the plaintiff although she received notice of the foreclosure sale of November 1, 2013 from or by the co-defendant NEVADA ASSOCIATION SERVICES INC., to the Plaintiff, such notice was not timely.

15. That NEVADA ASSOCIATION SERVICES INC. wrongfully barred the former husband of Plaintiff from entering the premises of the auction even though he had substantial resources to bid on the property. Thus, in essence, the auction was a rigged auction.

16. That on November 1, 2013, the defendant NEVADA SANCASTLES LLC, an alter ego of Defendants Randy Merrill and Lynne Merrill, wrongfully foreclosed on the plaintiff's property.

17. That on this date, NEVADA SANDCASTLES INC acquired the property.

18. That on this same date, VIP Reality Group Property Management, Inc, although informed of the wrongful foreclosure, is proceeding to evict the plaintiff from her premises.

19. That NEVADA SANDCASTLES LLC is an entity controlled by the defendants RANDY MERRILL AND LYNNE MERRILL, and they are an alter ego of this entity.

20. That all defendants, acted in concert with the defendant HOA, in purchasing the property, and the foreclosure sale, conducted without proper notice

and conducted under the non-judicial foreclosure statute, which is under Constitutional challenge, is void.

21. That the Plaintiff has been damaged as a result of the actions of the defendants, jointly and severally, in an amount in excess of $10,000.00, and is entitled to recover the same.

22. That the HOA, which is bound by the actions of its agent, NEVADA ASSOCIATION SERVICES, INC., and the attorneys therefrom, is liable to the plaintiff for damages in excess of $10,000.00.

23. That the plaintiff is desirous of keeping the property in question.

24. That Plaintiff, based upon the intentional, extreme and outrageous conduct of the Defendants, is entitled to recover punitive.

FIRST CLAIM FOR RELIEF

(Wrongful Foreclosure - All Defendants)

25. Plaintiff realleges and reaffirms the allegations contained in all preceding paragraphs to this Complaint, as though set forth in full herein and further alleges, as follows:

26. That the actions set forth above constitute a wrongful foreclosure inasmuch as Plaintiff was not provided proper notice of the alleged delinquencies, the notice of default, or the notice of date of sale.

27. That Plaintiff is requesting that the Court find that all Defendants, known and unknown, caused and participated in this wrongful foreclosure.

28. That specifically, Defendants Nevada Association Services, Inc., conducted said wrongful foreclosure.

29. That the Defendants' actions showed willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which would raise the presumption of conscious indifference to consequences, and the defendants are entitled to substantial punitive damages.

30. That the punitive damages should be in an amount greater than $10,000.00.

31. That Plaintiff is requesting that the Court issue a preliminary injunction staying any and all eviction proceedings and/or removing Plaintiff from the property during the pendency of this action.

32. That Plaintiff alleges that he has a reasonable probability of success on the merits of the case for which compensatory damages will not be available and irreparable harm will occur due to the unique nature of real estate, should eviction occur.

SECOND CLAIM FOR RELIEF

(Breach of Fiduciary Duty – Defendant Nevada Association Service and/or Canyon Willow Tropicana)

33. Plaintiff realleges and reaffirms the allegations contained in all preceding paragraphs to this Complaint, as though set forth in full herein and further alleges, as follows.

34. The plaintiff was a member of the HOA.

35. Further, defendants NEVADA ASSOCIATION SERVICES, INC., as agents of the HOA, and the HOA, owed a fiduciary duty to the plaintiff to accurately inform him of the true dates and times when payments were to be made.

36. That since the plaintiff was a member of the HOA(S), and the subject matter of the correspondence was not adversarial, therefore, the plaintiff had a right to rely on the representation of the defendant collection agency and/or law firm(s) as if they were her own, since in this case, the defendant collection agency and/or law firm(s) and the HOA(S) had a fiduciary duty to Plaintiff, as a member of the HOA(S), to accurately and truthfully advise and inform her of any proper, true and/or lawful delinquencies, defaults, or foreclosure proceedings him of any deadlines..

37. That the collection agency and/or law firm and/or HOA(S) breached the

standard of care owed to the Plaintiff, and as a result of said breach, the plaintiff suffered damages in the form of wrongful foreclosure, mental anguish, involuntary confinement, the damages being in excess of $10, 000.00, for which she now sues..

38. As a direct and proximate result of the above-described conduct and omissions of the Defendants, Plaintiff is entitled to recover damages in an amount in excess of $10,000.00.

39. [That Plaintiff furthermore has retained the services of the undersigned, a, duly licensed attorney, and are entitled to recover reasonable attorney's fees for having brought the underlying action.]

THIRD CLAIM FOR RELIEF

(Quiet Title – All Defendants)

40. Plaintiff realleges and reaffirms the allegations contained in all preceding paragraphs to this Complaint, as though set forth in full herein and further alleges, as follows.

41. Defendants, NEVADA ASSOCIATION SERVICES, INC. and the HOA(s), have never had the legal authority to foreclose on the subject residential property.

42. The actions of the Defendants constitute slander of title against the subject property.

43. Further, since the defendants have foreclosed under Nevada's power of sale foreclosure law, such transfer of title to the defendant or any third party is wrongful and constitutes a voidable transaction.

44. Plaintiff is entitled to an order from the Eight Judicial District Court against the defendants or any third party as a result of this voidable trustee's sale. That such Order is legally justified under Nevada Revised Statutes and/or applicable common law.

45. That plaintiff is requesting that the court set aside the foreclosure sale and that title be quieted in her name.

46. Accordingly, the Plaintiff hereby requests an order of this Court that the Trustee's Sale was irregular in that it was legally void and conducted without any right or privilege by Defendants.

FOURTH CLAIM FOR RELIEF

(VIOLATION OF THE CONSUMER PROTECTION ACT)

47. The defendants have engaged in a pattern of unfair practices in violation of Nevada Consumer Protection Act entitling the Consumers to damages treble damages and reasonable attorney's fees and costs pursuant to the provisions of said statute.

FIFTH CLAIM FOR RELIEF

(SLANDER OF CREDIT)

48. Plaintiff re-alleges and re-affirms the allegations contained in all preceding paragraphs to this Complaint, as though set forth in full herein and further alleges, as follows:

49. Plaintiff alleges that the actions and inactions of the defendants have impaired her credit causing her to lose the ability to have good credit entitling her to damages, including statutory punitive damages pursuant to state and federal law, all to be proved at the time of trial.

SIXTH CLAIM FOR RELIEF

(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)

50. Plaintiff re-alleges and re-affirms the allegations contained in all preceding paragraphs to this Complaint, as though set forth in full herein and further alleges, as follows:

51. The defendants acting in concert and or as agents have intentionally taken actions, which have caused the plaintiff severe emotional distress.

SEVENTH CLAIM FOR RELIEF

(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)

52. Plaintiff re-alleges and re-affirms the allegations contained in all preceding paragraphs to this Complaint, as though set forth in full herein and further alleges, as follows:

53. The defendants acting in concert and or as agents have negligently taken actions, which have caused the plaintiff severe emotional distress.

PRAYER FOR RELIEF

WHEREFORE, having set forth various claims for relief against the Defendants, and each of them, the Plaintiff prays for the following:

1. That the foreclosure sale of the subject property be set aside;
2. That the title to the subject property be quieted in Plaintiff's name;
3. That a preliminary injunction be granted staying all eviction proceedings, pending the resolution of this action;
4. That the plaintiff recover damages, both actual and punitive, as prayed for in this Complaint, and
5. For any further relief as the trier of fact may deem fair and proper in this case.

DATED this 22nd day of November, 2013.

/s/ Robert P. Bettinger
ROBERT P. BETTINGER, ESQ.
Nevada Bar #3384
4750 W. Flamingo Rd. Suite B
Las Vegas, NV 89103
Telephone (702) 353-1608
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Attorney for Plaintiff

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E-Mail parkerson@mac.com
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

LAURA FORMAN,
Plaintiff,

vs.

CANYON WILLOW OWNERS ASSOCIATION, CANYON WILLOWS TROP OWNERS ASSOCIATION, a Domestic Non-Profit Coop Corporation; NEVADA BUSINESS MANAGEMENT SERVICES INC., NEVADA SANDCASTLES, LLC, RANDY MERRILL, in his capacity as Manager of SANDCASTLES LLC and as an Individual; LYNNE MERRILL, in her capacity as a Manager of NEVADA SANDCASTLES LLC and as an Individual; VIP REALITY GROUP PROPERTY MANAGEMENT, INC, DOES I-X, ROES I-X Corporations,

Defendants

Case No. A-13-692079-C

Dept. No. XXXI

ARBITRATION EXEMPT- TITLE TO PROPERTY

NOTICE OF LIS PENDENS AFFECTING REAL PROPERTY TO

THE RECORDER, DEED RECORDS, CLARK COUNTY, NEVADA

COMES NOW, LAURA FORMAN, by and through her attorney of record, ROBERT P. BETTINGER, ESQ., and hereby files her notice of action affecting the tittle or possession of real property, pursuant to NRS 14.010(1), and would show the following:

1. There is currently an action pending against the following property legally described as: Canyon Willow East Unit 1, Plat book 80, Page 30, Unit 1029, Bldg 8, Clark County, Nevada.

2. THE STREET ADDRESS IS: 5710 E. Tropicana, Ave. Unit #1029, Las Vegas, Nevada 89122-6776.

3. The parties involved are the following: LAURA FORMAN, SAND CASTLES, LLC, NEVADA BUSINESS MANAGEMENT SERVICES, NEVADA ASSOCIATION SERVICES, INC., NICLIN PROPERTY MANAGEMENT, CANYON WILLOW OWNERS ASSOCIATION, CANYON WILLOW TROPICANA HOMEOWNERS ASSOCIATION, VIP REALTY GROUP PROPERTY MANAGEMENT INC.

4. The nature of the complaint for wrongful foreclosure, Quite Title, and other damages.

5. The cause number is A-13-692099-C, currently pending in the Department "31", Eighth Judicial District Court, Clark County, Nevada.

6. Plaintiff also seeks damages.

DATED this 22nd day of November, 2013.

/s/ Robert P. Bettinger
ROBERT P. BETTINGER, ESQ.
Nevada Bar #3384
4750 W. Flamingo Rd. Suite B
Las Vegas, NV 89103
Telephone (702) 353-1608
FAX 866-323-0888
E-Mail: Parkerson@mac.com
Attorney for Plaintiff

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EXHIBIT 5

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NOTC
ROBERT P. BETTINGER, ESQ
Nevada Bar #3384
4086 Spring Leaf
Las Vegas, NV 89147
Telephone: (702)353-1608
Fax: (866) 323-0888
Email: Parkerson@mac.com
Attorney for Plaintiff

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

LAURA FORMAN Plaintiff V. CANYON WILLOW OWNERS ASSOCIATION, CANYON WILLOWS, TROP OWNERS ASSOCIATION, a, Domestic Non-Profit Coop Corporation NEVADA ASSOCIATION SERVICES INC., NEVADA SANDCASTLES, LLC, RANDY, MERRILL, in his capacity as Manager of NEVADA SANDCASTLES LLC and as an Individual; LYNNE MERRILL, in her Capacity as a Manager of NEVADA SANCASTLES, LLC; and as an Individual; VIP REALTY GROUP PROPERTY MANAGEMENT INC. DOES I-X, ROES I-X Corporations. Defendants	Case No. A-13-692099-C Dept. No. XXXI **NOTICE OF OBJECTIONS BY PLAINTIFF RE PROPOSED ORDER SUBMITTED BY NAS AND CANYON WILLOW TROP**

COMES NOW PLAINTIFF LAURA FORMAN, by and through her Attorney of Record, ROBERT BETTTINGER, and gives Notice that on or about January 16, 2014, Plaintiff gave Notice of Plaintiff's Objections regarding the content and form of the proposed order submitted by the attorney for the Defendants NAS and Canyon Willow Trop, which according to that same attorney was approved by the attorney for the

defendants Nevada Sandcastles LLC and its individual owners. Attached herewith is a copy of the letter of objections and proposed Findings of Fact [FOF] and Conclusions of Law [COL] submitted by Plaintiff on or about January 16, 2014.

DATED: this 17th day of January, 2014

/s/Robert P. Bettinger
ROBERT P. BETTINGER, ESQ
Nevada Bar #3384
4086 Spring Leaf
Las Vegas NV 89147
(702) 353-1608; (866) 323-0888 fax
Parkerson@mac.com
Plaintiff's Attorney of Record

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CERTIFICATE OF SERVICE

I certify that on or about January 17, 2014 just after 0000 hours, I served a copy of this Notice of Objections by Plaintiff re Form and Content of Proposed Order Submitted by Counsel on behalf of NAS and Canton Willow Trop, which was allegedly approved by counsel for Nevada Sandcastles and its individual owners upon the Parties listed below by mailing it by first class mail with sufficient postage prepaid and / or by email to the following addresses as follows:

Robert B. Noggle, Esq.
Noggle Law
376 East Warm Springs, Suite 125,
Las Vegas, Nevada 89119

Robert@nogglelaw.com

Richard Vilkin
1286 Crimson Sage Ave
Henderson NV 89012

Richard@vilkinlaw.com

DATED this 17th day of January, 2014.

/s/ Robert P. Bettinger, Esq.
ROBERT P. BETTINGER, ESQ.

SUBMITTED BY:

/s/Robert P. Bettinger
ROBERT P. BETTINGER, ESQ
Nevada Bar #3384
4086 Spring Leaf
Las Vegas NV 89147
(702) 353-1608
(866) 323-0888 fax
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Plaintiff's Attorney of Record

Robert P. Bettinger
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Robert P. Bettinger
Admitted in
Nevada
Pennsylvania (Inactive)

National District Attorneys Association
(Former Active)
Member American College
of Legal Medicine (Former Active)
Adjunct Faculty Touro University
College of Osteopathic Medicine
Doctor of Podiatric Medicine (UT)

August 16, 2013

HONORABLE JOANNA KISHNER
DISTRICT COURT, DEPT. 31
200 LEWIS AVE
LAS VEGAS NV 89155

RE: FORMAN v. CANYON WILLOW TROP et al

Dear Judge Kishner:

I. Plaintiff's Objections to Proposed Order.

Objection No. 1: The Court, without articulated basis, found that Defendant's NAS and Canyon Willow had proper standing to oppose the motion; and

Objection No. 2: The Court, without articulated basis, denied the assertion of Plaintiff's assertion of the equitable title as an affirmative defense and concluded that it did not provide the Court with sufficient basis to reach a finding of irreparable harm; and

Objection No. 3. The Court determined that the distinction from Bergenfield is that in said matter, it was the fact that a "bank" had been a party and therefore is not outcome determinative in this matter; and the Court herein ignores as to whether the interests were unified or not in the instant matter (prior to the wrongful conveyance and foreclosure.

Obection No. 4. The Court, without articulated basis, denied the assertion that Plaintiff's Deed of Trust/Security Instrument specifically provided for the withholding of HOA dues by Plaintiff when said dues and/or assessments where in good faith contest and/or defense; and

Objection No. 5. The Court, without articulated basis, failed to weigh and/or denied that Plaintiff's HOA dues were apportioned by her mortgager as Escrow Fees and/or assessed as part of her monthly mortgage payment and that the Lender was, upon notification of the HOA deliquencies by the HOA (said notice as required by applicable provision of NRS 116), was to satisfy said obligations; and

Objection No. 6 Plaintiff objected to Defendants' assertion that Plaintiff was mandated to participate in the State Foreclosure Mediation Program; and

II. Plaintiff's Proposed Findings of Fact.

FOF No 1. Plaintiff objected to the standing of Defendant NAS and Canyon Willow Trop as it specifically related to their opposition to the motion for injunction because they established no present injury and/or interest in the substantive enjoinment sought; and

FOF No. 2. Plaintiff, through Counsel's oral offer of proof and/or judicial notice, asserted her equitable title in affirmative defense of the alleged wrongful foreclosure and proof of irreparable harm; and

FOF No. 3. Plaintiff, through Counsel's oral offer of proof and or judicial notice, asserted that the recent Nevada Supreme Court decision published in Bergenfield (in June 2013) sustained the instruments formal name--must be unified before, in Nevada, where a residential dwelling is the subject to non-judicial foreclosures, all interests, as above described, but not limited to, pursuant to the U.S. Supreme Court's artition in Williams v. United States, -- is not dispositive; it is the existence of an interest that controls; and

FOF No. 4. Plaintiff, through Counsel's oral offer of proof and/or judicial notice, asserted that her Deed of Trust/Security Instrument specifically provided for the withholding of HOA dues by Plaintiff when said dues and/or assessments were in a good faith contest and/or defense; and

FOF No. 5 Plaintiff, through Counsel's oral offer of proof and/or the extension of judicial notice, specifically asserted that her HOA dues were apportioned by her mortgager as Escrow Fees and/or assessed as part of here monthly mortgage payment and that the Lender was, upon notification of the HOA deliquencies by the HOA (said notice as required by applicable provision of NRS 116), was to satisfy said obligations; and

FOF No. 6. The Defendants asserted that Plaintiff was mandated to participate in the State Foreclosure Mediation Program; and

III. Plaintiff's Proposed Conclusion's of Law

COL No. 1. The Court, without articulated basis, found that Defendant's NAS and Canyon Willow had proper standing to oppose the motion; and

COL No. 2. The Court, without written and/or articulated basis, denied Plaintiff's assertion of the equitable title as an affirmative defense and concluded that it did not provide the Court with sufficient basis to reach a finding of irreparable harm; and

COL No. 3 The Court, without written and/or artitulated basis, asserted that the recent Nevada Supreme Court decision published in Bergenfield (in June 2013) sustained the instruments formal name--must be unified before, in Nevada, where a residential dwelling is the subject to non-judicial foreclosures, all interests, as above described, but not limited to, pursuant to the U.S. Supreme Court's articulation in Williams v. United States, -- is not dispositive; it is the existence of an interest that controls;

COL No. 4. The Court ruled that Plaintiff was not mandated to participate in the State Foreclosure Mediation Program.

Very truly yours,

/s/ Robert P. Bettinger

Robert P. Bettinger, Esq.

RPB:ms

EXHIBIT 6

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CLERK OF THE COURT

Richard Vilkin, Esq.
Nevada Bar No. 8301
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Phone: (702) 476-3211
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Email: Richard@vilkinlaw.com
Attorneys for defendants Nevada Association Services, Inc. and Canyon Willow Trop Owners' Association

DISTRICT COURT

CLARK COUNTY, NEVADA

LAURA FORMAN,

Plaintiff,

v.

CANYON WILLOW OWNERS ASSOCIATION, CANYON WILLOWS TROP OWNERS ASSOCIATION, a Domestic Non-Profit Coop Corporation; NEVADA BUSINESS MANAGEMENT SERVICES, INC., NEVADA SANDCASTLES, LLC, RANDY MERRILL, in is capacity as Manager of SANDCASTLES LLC and as in individual; LYNNE MERRILL, in her capacity as Manager of NEVADA SANDCASTLES, LLC and as an individual; VIP REALITY GROUP PROPERTY MANAGEMENT, INC., DOES I-X, ROSE I-X Corporations,

Defendants.

Case No.: A-13-692099-C

Dept.: XXXI

ORDER DENYING PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION; ORDER GRANTING IN PART AND DENYING IN PART DEFENDANTS NEVADA ASSOCIATION SERVICES, INC.'S AND CANYON WILLOWS TROP OWNERS ASSOCIATION'S COUNTERMOTION TO DISMISS PLAINTIFF'S COMPLAINT AND FOR ATTORNEYS FEES AND COSTS

ORDER

On December 17, 2013, the motion by plaintiff Laura Forman for a temporary restraining order and/or preliminary injunction, as well as the countermotion by defendants Nevada

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Association Services, Inc. ("NAS") and Canyon Willow Trop Owners Association ("Trop HOA") to dismiss plaintiff's complaint and for attorneys fees and costs, came on for hearing in Dept. 31 of this court, the Honorable Judge Joanna S. Kishner, Judge presiding. Also at issue were the joinders of Nevada Sandcastles, LLC, Randy Merrill, Lynn Merrill and Canyon Willows Owners Association to the Opposition and Countermotion of NAS and Trop HOA.

Plaintiff appeared by and through her attorney of record Robert P. Bettinger. Defendants NAS and Trop HOA appeared by and through their attorney of record Richard Vilkin. Counsel Kaleb Anderson appeared on behalf of Canyon Willows Owners Association. There was also an appearance on behalf of Nevada Sandcastles, LLC, Randy Merrill and Lynn Merrill.

The court agreed to continue the hearing to allow plaintiff's counsel more time to respond to the opposition and countermotion, due to his claim he did not receive them until the day before the hearing. The court offered new dates of December 31, 2013 and January 2, 2014 and asked the parties to confer that day to decide on a date. The parties agreed later that day that the hearing be continued to December 31, 2013 and so informed the court.

On December 31, 2013, the matter was recalled for hearing before the Honorable Joanna S. Kishner, Judge. Appearing at that time were Robert P. Bettinger, Esq. on behalf of plaintiff, Richard Vilkin on behalf of NAS and Trop HOA, and Robert Noggle, Esq. on behalf of Nevada Sandcastles, LLC, Randy Merrill and Lynn Merrill.

The court denied plaintiff's request to strike the opposition by defendant NAS to plaintiff's motion, and NAS' countermotion, and the joinders, because of lack of standing.

The court finds no evidence brought forth that would show a likelihood of success on the merits on the underlying claims and no evidentiary basis for plaintiff's claims for wrongful foreclosure, violation of consumer protection act, slander of credit, and intentional or negligent infliction of emotional distress. The court found further that plaintiff had failed to provide a

basis proving irreparable harm as the property has been sold, and plaintiff is still living in the property and has not yet been evicted in a Justice Court action. The court therefore denied plaintiff's motion for a temporary restraining order and preliminary injunction, finding that plaintiff failed to provide evidence that would show a reasonable probability of success on the merits or that she suffered irreparable harm. The court granted plaintiff leave to amend with standard time to amend.

The court granted in part and denied in part the countermotion of NAS and Trop HOA to dismiss and for attorneys fees and costs. The court granted the countermotion to dismiss as to plaintiff's quiet title cause of action against defendants NAS and Trop HOA since plaintiff had not alleged that either has a current claim to the property at issue. The court denied the remaining portions of the countermotion without prejudice, finding the Complaint vague and giving plaintiff an opportunity to amend, as stated above. IT IS SO ORDERED.

JOANNA S. KISHNER

Date: Fry 28, 2014

District Court Judge

Respectfully submitted,

LAW OFFICES OF RICHARD VILKIN, P.C.

By: _____

Richard Vilkin, Esq.
Nevada Bar No. 8301
1286 Crimson Sage Ave.
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Fax: (702) 476-3212
Attorneys for defendants Nevada Association Services, Inc. and Canyon Willow Trop Owners' Association

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30 Apr 14

Approved as to form and content:

Robert P. Bettinger, Esq.
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4750 W. Flamingo Road, Suite B
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Phone: (702) 353-1608
Attorney for plaintiff Laura Forman

LAW OFFICES OF NOGGLE LAW PLLC

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Attorneys for defendants Nevada Sandcastles, LLC, Randy Merrill and Lynn Merrill