

1 Jacob L. Houmand, Esq. (NV Bar No. 12781)  
2 Email: jhoumand@nelsonhoumand.com  
3 NELSON & HOUMAND, P.C.  
3900 Paradise Road; Suite U  
4 Las Vegas, Nevada 89169-0903  
Telephone: 702/720-3370  
Facsimile: 702/720-3371

*Electronically Filed On: February 2, 2015*

5 *[Proposed] Counsel for Victoria L. Nelson, Chapter 7 Trustee*

6  
7  
8 **UNITED STATES BANKRUPTCY COURT**  
9 **DISTRICT OF NEVADA**

10 In re:  
11 AMERI-DREAM REALTY, LLC,  
12 Debtor.

Case No. BK-S-15-10110-LED  
Chapter 7

**DECLARATION OF VICTORIA L. NELSON IN SUPPORT OF EX PARTE MOTION FOR LEAVE TO REJECT MORE THAN ONE HUNDRED (100) EXECUTORY CONTRACTS IN A SINGLE MOTION PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 6006(f)**

Date of Hearing: N/A  
Time of Hearing: N/A

Judge: Honorable Laurel E. Davis

13  
14  
15  
16  
17  
18 I, Victoria L. Nelson, declare as follows:

19  
20 1. I am over the age of 18 years and I am competent to make this declaration. I have  
21 personal knowledge of the facts set forth herein, except for those facts stated on information and  
22 belief and, as to those facts, I am informed and believe them to be true. If called as a witness, I  
23 could and would testify as to the matters set forth below based upon my personal knowledge.<sup>1</sup>

24 2. I am the appointed Chapter 7 Trustee in the above-captioned bankruptcy case.

25  
26 <sup>1</sup> Unless otherwise indicated, all chapter and section references are to the Bankruptcy Code, 11  
27 U.S.C. §§ 101-1532, and to the Federal Rules of Bankruptcy Procedure, Rules 1001-9037. The  
28 Federal Rules of Civil Procedure will be referred to as "FRCP" and the Federal Rules of  
Bankruptcy Procedure will be referred to as "FRBP." The Local Rules of Practice for the United  
States Bankruptcy Court for the District of Nevada shall be referred to as the "Local Rules."

NELSON & HOUMAND, P.C.  
3900 Paradise Road, Suite U  
Las Vegas, Nevada 89169  
Telephone: (702) 720-3370  
Facsimile: (702) 720-3371

1           3.       I make this declaration in support of the Ex Parte Motion for Leave to Reject More  
2 Than One Hundred (100) Executory Contracts in a Single Motion Pursuant to Federal Rule of  
3 Bankruptcy Procedure 6006(f) (the "Motion").<sup>2</sup>

4           4.       On January 9, 2015, the Debtor filed a voluntary bankruptcy pursuant to Chapter 7  
5 of Title 11 of the United States Code [ECF No. 1].<sup>3</sup>

6           5.       On January 9, 2015, I was appointed as the Chapter 7 Trustee in the Debtor's  
7 bankruptcy case [ECF No. 4].

8           6.       The Debtor is a real estate brokerage firm that represented clients in the purchase  
9 and sale of real property throughout Las Vegas, Nevada.

10          7.       The Debtor also had a property management division that managed thousands of  
11 rental properties for various landowners and tenants throughout the valley in Las Vegas, Nevada.

12 As part of its property management division, the Debtor has executed the Property Management  
13 Agreements with landowners whereby the Debtor agreed to perform the following services: (a)  
14 the monthly collection of rents from tenants, (b) payment of Homeowner Association ("HOA")  
15 fees, (c) the general repair and maintenance of the properties at issue, and (d) the segregation of  
16 security deposits (the "Security Deposits") pursuant to Nevada Revised Statute ("N.R.S.")  
17 Chapter 645.

18          8.       At the time of the Debtor's bankruptcy filing, it was a party to hundreds of  
19 property management agreements.

20          9.       After the filing of the Debtor's bankruptcy case, I was informed that the spouse of  
21 the Debtor's principal improperly transferred approximately One Million One Hundred Thousand  
22 Dollars (\$1,100,000) from the Security Deposits to the Philippines. These actions have resulted  
23 in a significant deficiency in the amount of Security Deposits that the Debtor was required to hold  
24 in trust pursuant to the Property Management Agreements and N.R.S. Chapter 645.

25  
26 <sup>2</sup> All defined terms herein shall have the same meaning ascribed to them in the Motion unless  
otherwise provided.

27 <sup>3</sup> All references to "ECF No." are to the numbers assigned to the documents filed in the case as  
28 they appear on the docket maintained by the clerk of the court.

NELSON & HOUMAND, P.C.  
3900 Paradise Road, Suite U  
Las Vegas, Nevada 89169  
Telephone: (702) 720-3370  
Facsimile: (702) 720-3371

1 10. As a result of the alleged embezzlement and significant deficiency of the Security  
2 Deposits, the Property Management Agreements cannot be sold, assigned, or otherwise  
3 transferred to third parties by me in good faith.

4 11. Under the terms of the Property Management Agreements and in accordance with  
5 Nevada State Law, the services must be performed by a licensed property manager working under  
6 a broker authorized by the Department of Business and Industry, Real Estate Division, further  
7 preventing me from assuming the Property Management Agreements.

8 12. On January 23, 2015, the Debtor filed its Schedules of Assets and Statement of  
9 Liabilities [ECF No. 10]. The Debtor's Schedule G identifies the significant number of Property  
10 Management Agreements that constitute executory contracts under Section 365.

11 13. I have spoken with counsel for the Debtor and counsel for the majority of the Non-  
12 Debtor parties to the Property Management Agreements, and all are in agreement that rejection of  
13 the Property Management Agreements is in the best interest of the Estate.

14 14. Inasmuch as FRBP 6006(f) only permits a party to reject one hundred (100)  
15 executory contracts as part of a single motion, I would be required to file a significant amount of  
16 identical omnibus motions in order to reject all of the Property Management Agreements pursuant  
17 to Section 365.

18 15. In order to decrease administrative expenses and confusion among the various non-  
19 debtor parties to the Property Management Agreements, I request leave to reject all of the  
20 executory contracts as part of a single omnibus motion.

21 16. If the Court permits me to reject the Property Management Contracts as part of a  
22 single motion, I will comply with all of the remaining procedural safeguards in FRBP 6006(f)  
23 including, but not limited to, the alphabetical listing of the parties to the Property Management  
24 Agreements. Allowing all of the Property Management Agreements to be rejected as part of a  
25 single motion will permit all parties to more easily identify their contract at issue.

26 ...

27 ...

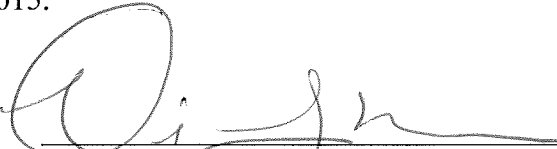
28

NELSON & HOUMAND, P.C.  
3900 Paradise Road, Suite U  
Las Vegas, Nevada 89169  
Telephone: (702) 720-3370  
Facsimile: (702) 720-3371

1           17.     The contracts that would be rejected as part of the omnibus motion would only  
2 relate to the Property Management Agreements, the terms of which are identical. Any other  
3 executory contracts will be rejected as part of a separate motion.

4           I declare under penalty of perjury under the laws of the United States that the foregoing is  
5 true and correct.

6           Dated this 2nd day of February, 2015.

7  
8   
9 Victoria L. Nelson

10  
11  
12 NELSON & HOUMAND, P.C.  
13 3900 Paradise Road, Suite U  
14 Las Vegas, Nevada 89169  
15 Telephone: (702) 720-3370  
16 Facsimile: (702) 720-3371  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28