

1 Samuel A. Schwartz, Esq.  
Nevada Bar No. 10985  
2 Bryan A. Lindsey, Esq.  
Nevada Bar No. 10662  
3 Schwartz Flansburg PLLC  
6623 Las Vegas Blvd. South, Suite 300  
4 Las Vegas, Nevada 89119  
5 Telephone: (702) 385-5544  
6 Facsimile: (702) 385-2741  
Attorneys for the Chapter 7 Trustee, Victoria L. Nelson

7 **UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF NEVADA**

8 In re: ) Case No.: 15-10110-LED  
9 )  
10 AMERI-DREAM REALTY, LLC, ) Chapter 7  
11 )  
Debtor. )

12 ) Adv. No.: 15-01087-LED  
13 VICTORIA NELSON, In her Capacity As The )  
Chapter 7 Trustee of AMERI-DREAM )  
14 REALTY, LLC, )

15 ) Plaintiff, ) Hearing Date: October 26, 2015  
16 v. ) Hearing Time: 1:30 p.m.  
17 )

18 ELSIE PELADAS-BROWN, )  
19 )  
20 Defendant. )

21 **AMENDED STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF**  
22 **PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT**

23 Victoria Nelson, in her capacity as the Chapter 7 Trustee (the “**Plaintiff**” or the  
24 “**Trustee**”) of Ameri-Dream Realty, LLC (the “**Debtor**” or the “**Company**”), by and through  
25 her attorneys of record, Schwartz Flansburg PLLC, submits her Amended Statement of  
26 Undisputed Facts to accompany her Motion for Summary Judgment (the “**Motion**”) against  
27 defendant Elsie Peladas-Brown (“**Brown**” or the “**Defendant**”) on all claims for relief set forth  
in that certain adversary complaint (the “**Complaint**”) filed on May 21, 2015 (Docket No. 1).

1 On September 16, 2015, the Nevada Real Estate Commission held a hearing regarding  
2 the acts of Brown and the violations of her duties as a Nevada real estate agent and property  
3 manager. Brown, through her attorney, admitted to the facts set forth in the Complaint, which  
4 are now detailed in this Amended Statement of Undisputed Facts.

5 In support of the Statement of Undisputed Facts, the Plaintiff incorporates and relies on  
6 the Declarations of Victoria L. Nelson and Kyle Edwards, attached to the previous Statement  
7 of Undisputed Facts filed with this Court (Docket No. 15), which are also attached hereto as  
8 **Exhibits A and B**, respectively. A true and correct copy of the transcript from the Real Estate  
9 Commission Hearing on September 16, 2015 (the "**Transcript**"), is also attached hereto as  
10 **Exhibit C**.

11  
12 **AMENDED STATEMENT OF UNDISPUTED FACTS**

13  
14 1. In 2014, the Defendant was a member, manager and property manager of the  
15 Company, a real estate sales and property management company based in Las Vegas, Nevada,  
16 prior to filing for relief under Chapter 7 of the United States Bankruptcy Code. The Company  
17 was family owned and operated prior to its collapse. The Defendant was a member and manager  
18 of the Company for all time periods that are the subject of this lawsuit.

19  
20 2. The Company is domiciled in the State of Nevada and conducted significant  
21 business activities in the District of Nevada. The Defendant is believed to be a resident of the  
22 State of Nevada, but upon information and belief, fled to Philippines.

23  
24 3. The Plaintiff is the Court-appointed Trustee over the Company in Case No. 15-  
10110-LED, United States Bankruptcy Court, for the District of Nevada (the "**Action**").

25  
26 4. As part of its business, the Company managed residential rental properties (the  
27 "**Business**"). In the normal course of its Business, the Company received and held rental

1 security deposits on behalf of its customers' tenants. At the time of the wrongful actions asserted  
2 herein, the Company held in excess of \$1,200,000 of tenant security deposit money (the  
3 "**Security Deposits**").

4 5. In late March of 2014, the Company discovered that significant funds were  
5 missing from the bank account designated to hold tenant security deposits. At the time of the  
6 theft, the Company held security deposits for more than 1,000 tenants.

7  
8 6. The Defendant orchestrated various unauthorized transactions, unbeknownst to  
9 the Company or her co-manager and husband, John M. Brown ("**Mr. Brown**"), which  
10 transactions included the wire transfers of the majority of the Security Deposits to the  
11 Philippines.

12 7. Specifically, on the following dates, Brown transferred money from the  
13 Company's general account at JP Morgan Chase Bank and/or security deposit account at JP  
14 Morgan Chase Bank to Unibank, Inc. Metro Philippines (the "**Philippines Bank**"): 15

16 a. On February 27, 2013, Brown transferred \$25,000 from the general  
17 account to the Philippines Bank;

18 b. On May 14, 2013, Brown transferred \$50,000 from the security deposit  
19 account to the Philippines Bank;

20 c. On April 10, 2013, Brown transferred \$49,263 from the security deposit  
21 account to the Philippines Bank;

22 d. On April 17, 2013, Brown transferred \$24,600 from the security deposit  
23 account to the Philippines Bank;

24 e. On May 17, 2013, Brown transferred \$97,930 from the security deposit  
25 account to the Philippines Bank;  
26  
27

1 f. On May 24, 2013, Brown transferred \$49,000 from the security deposit  
2 account to the Philippines Bank;

3 g. On June 25, 2013, Brown transferred \$71,500 from the security deposit  
4 account to the Philippines Bank;

5 h. On July 18, 2013, Brown transferred \$35,000 from the security deposit  
6 account to the Philippines Bank;

7 i. On September 10, 2013, Brown transferred \$7,670 from the security  
8 deposit account to the Philippines Bank;

9 j. On September 23, 2013, Brown transferred \$18,700 from the security  
10 deposit account to the Philippines Bank;

11 k. On September 27, 2013, Brown transferred \$23,255 from the security  
12 deposit account to the Philippines Bank;

13 l. On October 9, 2013, Brown transferred \$10,020 from the security deposit  
14 account to the Philippines Bank;

15 m. On October 22, 2013, Brown transferred \$13,960 from the security deposit  
16 account to the Philippines Bank;

17 n. On October 24, 2013, Brown transferred \$11,700 from the security deposit  
18 account to the Philippines Bank; and

19 o. On December 20, 2013, Brown transferred \$8,000 from the security  
20 deposit account to the Philippines Bank.

21 See Transcript, 4:1-5:14.

22 8. At the Real Estate Commission hearing on September 16, 2015, Brown's  
23 attorney, Mr. Lance Maningo, indicated Brown's acquiescence to the factual allegations listed  
24  
25  
26  
27

1 above, and admitted the funds were used to support Brown's family and friends in the  
2 Philippines after catastrophic events. See Transcript, 6:11-7:5.

3 9. The Trustee understands the Security Deposits were disbursed in the Philippines  
4 and are likely not recoverable. The Defendant disbursed the Security Deposits to friends and  
5 family in need after the damage caused by Typhoon Haiyan in November of 2013. Typhoon  
6 Haiyan was reported to be one of the strongest storms ever recorded, with winds reaching or  
7 exceeding 195 miles per hour.  
8

9 10. Neither the Company nor Mr. Brown had any knowledge of the Defendant's  
10 scheme, and on May 4, 2015, Mr. Brown was divorced from the Defendant. See the Declaration  
11 of Victoria L. Nelson, ¶10. The divorce decree, which was uncontested, requires the Defendant  
12 to indemnify Mr. Brown and the Company from any claims of embezzlement or theft relating to  
13 the loss of the Security Deposits. Id. Mr. Brown has not been charged with a crime in this  
14 matter, and is available to testify if called as a witness. Id. at ¶10; see also the Declaration of  
15 Kyle Edwards.  
16

17 11. At all times relevant to this Complaint, the Defendant was a member, manager  
18 and the property manager for the Company. The Defendant was also a licensed real estate agent  
19 and property manager in the State of Nevada, and a member of the Greater Association of Las  
20 Vegas Realtors.  
21

22 12. As a licensed realtor and property manager in the State of Nevada, the Defendant  
23 is charged with the knowledge and responsibility of safeguarding the Security Deposits. It is  
24 undeniable in light of the Defendant's licenses that she knew sending the Security Deposits to  
25 the Philippines would be a violation of the law, and would cause her to lose her real estate  
26 licenses, which licenses are now inactive. The Defendant also knew she had a duty to manage  
27

1 the Security Deposits prudently and in a fashion that minimized risk.

2 13. In sum, the Defendant had the knowledge and the motive to breach her fiduciary  
3 duties to the Company, its customers and its tenants, and in fact did breach such duties by  
4 secretly transferring the Security Deposits to the Philippines. The transfers of the Security  
5 Deposits were made for no consideration at all, and the Defendant understood the Security  
6 Deposits could not possibly be repaid.

7  
8 Dated this 8th day of October, 2015.

9 Respectfully Submitted,

10 /s/ Samuel A. Schwartz

11 Samuel A. Schwartz, Esq.

12 Nevada Bar No. 10985

13 Bryan A. Lindsey, Esq.

14 Nevada Bar No. 10662

15 Schwartz Flansburg PLLC

16 6623 Las Vegas Blvd. South, Suite 300

17 Las Vegas, Nevada 89119

18 Telephone: (702) 385-5544

19 Facsimile: (702) 385-2741

20 Attorneys for the Chapter 7 Trustee, Victoria L. Nelson

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was sent electronically via the Court's CM/ECF system on October 8, 2015, to the following:

SAMUEL A. SCHWARTZ on behalf of Plaintiff VICTORIA NELSON  
sam@schwartzlawyers.com, ecf@schwartzlawyers.com;schwartzecf@gmail.com

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via REGULAR MAIL on October 8, 2015, to the following:

Pearl Insurance Group  
c/o The Corporation Trust Company of Nevada  
311 S. Division Street  
Carson City, NV 89703

Lance A. Maningo  
Bellon & Maningo  
732 S. Sixth Street, #102  
Las Vegas, NV 89101

Greenwich Insurance Company  
c/o Lee Santos  
XL Select Professional  
100 Constitution Plaza, 17<sup>th</sup> Floor  
Hartford, CT 06103

Elsie Peladas-Brown  
9931 W. Cherokee Avenue  
Las Vegas, NV 89147-7704

/s/ Janine Lee  
Janine Lee