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U.S. BANKRUPTCY COURT  
MARY A. SCOTT, CLERK

1 **MOT**  
2 **PATRICK W. KANG, ESQ.**  
3 State Bar No.: 010381  
4 **KANG & ASSOCIATES, PLLC.**  
5 6480 W. Spring Mountain Road, Suite 1  
6 Las Vegas, Nevada 89146  
7 P: 702.333.4223  
8 F: 702.507.1468

9 *Attorneys for Defendant*  
10 *Elsie Peladas-Brown.*

11 **UNITED STATES BANKRUPTCY COURT**

12 **DISTRICT OF NEVADA**

13 In Re:  
14  
15 AMERI-DREAM REALTY, LLC,  
16  
17 Debtor.

18 Case No.: 15-10110-LED  
19 Chapter 7  
20 Adv. No.: 15-01087-LED

21 VICTORIA NELSON, In Her Capacity As The,  
22 Chapter 7 Trustee of AMERI-DREAM  
23 REALTY, LLC,  
24 Plaintiff,

25 vs.

ELSIE PELADAS-BROWN,  
Defendant.

**DEFENDANT'S MOTION TO SET ASIDE JUDGMENT AND REOPEN AND RECONSIDER**

COMES NOW, Defendant, ELSIE PELADAS-BROWN. ("Ms. Peladas"), by and through her attorney of record, PATRICK W. KANG, ESQ. of the law firm KANG AND ASSOCIATES, and hereby submits its Motion To Set Aside Judgment and Reopen and Reconsider pursuant to Federal Rules of Civil Procedure 55 and 60 and Federal Rules of Bankruptcy

**KANG & ASSOCIATES, PLLC.**  
6480 W. SPRING MOUNTAIN ROAD, SUITE 1  
LAS VEGAS, NV 89146

1 Procedure 7055 and 9024.

2 This Motion is made based upon the attached points and authorities, paper, and  
3 pleadings on file herein, as well as any oral argument deemed necessary.  
4

5 DATED this 10 day of December, 2015.  
6  
7  
8  
9

10 Respectfully Submitted,

11 **KANG & ASSOCIATES**

12  
13 /s/ Patrick Kang

14 **PATRICK W. KANG, ESQ.**

15 State Bar No. 010381

16 6480 W Spring Mountain Road

17 Ste. 1

18 Las Vegas, Nevada 89146

19 702.333.4223

20 *Attorneys for Defendant*  
21  
22  
23  
24  
25

**KANG & ASSOCIATES, PLLC.**  
6480 W. SPRING MOUNTAIN ROAD, SUITE 1  
LAS VEGAS, NV 89146

1                                    **POINTS AND AUTHORITIES IN SUPPORT OF OPPOSITION**

2    **I.**  
3    **INTRODUCTION**

4                    The complaint in this matter was filed on May 5, 2015, subsequently, the Plaintiff's  
5 filed a Motion for Summary Judgment on August 28, 2015, and that motion was granted on  
6 October 27, 2015. Defendant Elsie Peladas-Brown ("Ms. Brown") has been out of the  
7 country during the entirety of this litigation. Ms. Brown was only recently made aware of  
8 the lawsuit, and subsequent judgment that has been entered against her. Upon notification  
9 of such judgment Ms. Brown immediately retained counsel and now brings this motion.

10                   It is not Ms. Brown's intent to dispute the wrongdoing which has occurred, however,  
11 the judgment that has been entered against her is in significant excess of the amounts that  
12 Ms. Brown withdrew from the accounts in question. Ms. Brown is unsure how the Plaintiffs  
13 came to the conclusion that Ms. Brown is responsible for the \$1,174,373.63 amount that  
14 has been represented by Plaintiffs to the court in its previous motions. All the documents  
15 and exhibits that have previously been submitted by the Plaintiffs only show losses  
16 amounting to \$495,598.00. Under the current judgment Ms. Brown is being held  
17 responsible in excess of two times the losses which were incurred by the company through  
18 the alleged wrongful conduct of Ms. Brown. Therefore, Ms. Brown brings this motion to set  
19 aside the previous judgment and reopen and reconsider the matter.  
20

21    **II.**  
22    **RELEVANT PROCEDURAL FACTS**

23                   The crux of this case results from this courts reliance on certain administrative  
24 proceedings which took place with the Nevada Real Estate Commission on September 16,  
25 2015. Ms. Brown, although out of the country, was aware of that proceeding and had

1 previously obtained counsel to represent her in that matter. Her counsel had authorization  
2 to provide certain representations and admissions to the Real Estate Commission. Part of  
3 those representations included the admission of the transfer of funds from the security  
4 deposit account of the Plaintiffs.

5 The Plaintiffs provided the transcript of these administrative proceedings as Exhibit  
6 C in support of its motion for summary judgment. They are attached herein as **Exhibit A-**  
7 **Transcript of Real Estate Commission Hearing**. No other proof was submitted by the  
8 Plaintiff to substantiate the monetary amount in question.

9 The Plaintiffs, both in its Complaint, and its Motion for Summary Judgment, state  
10 that the Company, Ameri-Dream Realty, held in excess of \$1,200,000 in its security deposit  
11 account. Further, Plaintiffs quote the breakdown of the dates of each and every transfer  
12 which Ms. Brown allegedly committed in their findings of fact supplied to the court.  
13 However, the total of these transfers only comes to a sum of \$495,598.00. Plaintiffs  
14 provided no other proof to substantiate the remaining \$678,775.63 which they claim Ms.  
15 Brown had wrongfully transferred.

16 Ms. Brown was unaware of Plaintiffs claims in bankruptcy court, and had not  
17 retained counsel to defend herself in the matter. Service of this suit was completed via  
18 publication in the Las Vegas Review Journal; however, Ms. Brown was out of the country  
19 and had no reasonable way of being notified through such publication.

20 Based on the lack of appearance by Ms. Brown the court granted Plaintiff's Motion  
21 for Summary Judgment on October 27, 2015. Judgment was entered against Ms. Brown for  
22 the full amount of Plaintiffs claim, \$1,174,373.63. As soon as Ms. Brown became aware of  
23 this judgment she contacted and retained counsel.  
24  
25

1 Ms. Brown now provides legal argument and evidence that support her position,  
2 that the sum provided by Plaintiffs is incorrect and the judgment should be set aside.  
3 Therefore, this court should grant Defendant's Motion to Set Aside the Judgment and  
4 Reopen and Reconsider.

5  
6 **III.**

7 **LAW AND ARGUMENTS**

8 **A. STANDARD FOR MOTION TO RECONSIDER**

9 This Honorable Court has the wide discretion to set aside a final judgment and  
10 reopen and reconsider the matter. F. R. Bank. P. 9024 adopts F. R. Civ. P. 60, which provides  
11 that:

12 (b)On motion and just terms, the court may relieve a party or its  
13 legal representative from a final judgment, order, or proceeding for  
the following reasons:

- 14 (1) mistake, inadvertence, surprise, or excusable neglect;  
15 (6) any other reason that justifies relief.

16 **B. Under F. R. Civ. P. 60(b)(1) and 60(b)(6) Ms. Brown is entitled to relief**

17 In this matter, the court in its discretion should grant this Motion to Set Aside the  
18 Judgment and Reopen and Reconsider because Ms. Brown has provided the court with  
19 sufficient evidence to show that the judgment currently entered from this court, incorrectly  
20 holds Ms. Brown accountable for losses which are well in excess of the losses which were  
21 allegedly caused by her wrongful transfers.  
22

23 Specifically, the damage calculations provided by the Plaintiffs in this matter do not  
24 substantiate their claim for entitlement to the judgment amount. It appears that the  
25 relevant document that was cited in determining losses incurred by Ms. Brown was the

1 transcript of the Real Estate Commissioner Hearing. **See Exhibit A.** The court relies on the  
2 exact same dates and dollar amounts which account for the losses that were allegedly  
3 incurred by Ms. Brown's conduct. The Findings of Fact state the following:

4  
5 8. Specifically, on the following dates, Brown transferred money from  
6 the Company's general account at JP Morgan Chase Bank and/or security  
7 deposit account at JP Morgan Chase Bank to Unibank, Inc. Metro Philippines  
(the "Philippines Bank"):

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

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

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

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

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

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

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

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

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

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

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

l. On October 9, 2013 Brown transferred \$10,020 from the

1 security deposit account to the Philippines Bank;

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

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

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

8 In total, the entire damage amount only comes to a total of \$495,598. That  
9 represents less than half the total that was ultimately entered by the court. The Plaintiffs do  
10 not supply any other evidence to account for the remaining \$678,775.63 in its calculation  
11 of losses. **Exhibit B- Findings of Fact Conclusions of Law.**

12 "Rule 60(b)(6) has been used sparingly as an equitable remedy to prevent manifest  
13 injustice." *United States v. Alpine Land & Reservoir Co.*, 984 F.2d 1047, 1049 (9th Cir. 1993).  
14 "The rule is to be utilized only where extraordinary circumstances prevented a party from  
15 taking timely action to prevent or correct an erroneous judgment." *Id.*

16 As indicated, Ms. Brown was unrepresented, and out of the country. Service by  
17 publication was effected in Nevada, and Ms. Brown had no way reasonable way of receiving  
18 notice. Finally, there is a substantial difference in provable losses provided by the Plaintiffs,  
19 compared to the judgment amount that Plaintiffs provided to this court. Therefore, the  
20 court should set aside judgment and reopen and reconsider the matter. This would give Ms.  
21 Brown an opportunity to be held accountable for the losses that she is responsible for and  
22 not simply some arbitrary figure that the Plaintiffs have supplied to the court.  
23

24 ...  
25 ...

1 **C. Ms. Brown's Request is Brought in a Timely Manner**

2 Further, Ms. Brown has brought this motion and her request in a timely manner. F. R.  
3 Civ. P. 60(c)(1) requires that a motion under rule 60(b) be made within a reasonable time.  
4 In the instant matter, the judgment was entered against Ms. Brown on October 27 of this  
5 year. It has been just over a month since the judgment was entered. Ms. Brown was both  
6 unrepresented, out of the country, and unaware of the proceedings against her. As soon as  
7 she became aware, Ms. Brown retained counsel to address this matter.  
8

9 The request is made in good faith and would not cause undue delay. Additionally, Ms.  
10 Brown's request is simply to make sure she is not held accountable for excess losses which  
11 have not been accounted for by the Plaintiff.

12 **D. The Ruling is Effectively a Default Judgment and Ms. Brown is Entitled to Relief**

13 Finally, the Motion for Summary Judgment, was in effect, a default judgment due to the  
14 fact that Ms. Brown was unaware of the proceedings and did not respond in the matter. As  
15 such, the rules for a default judgment are applicable in this matter. F. R. Civ. P. 55(c),  
16 incorporated into bankruptcy proceedings by F. R. Bankr. P. 7055, allows a court to set  
17 aside entry of default for "good cause," and allows the court to set aside default pursuant to  
18 F. R. Civ. P. 60(b). Under this rule and its applicable counter-part F. R. Bankr. P. 9024, the  
19 court may grant relief from a final judgment or order for mistake, inadvertence, surprise, or  
20 excusable neglect. This is allowed so long as such a motion is brought within a reasonable  
21 time of the court's entry of default.  
22

23 Ms. Brown has in all times acted in good faith to make open and accurate  
24 representations regarding her situation. Despite being out of the country Ms. Brown  
25 obtained counsel to represent her in the administrative proceedings before the Real Estate



1 Commissioner, and likewise, has now retained counsel to represent her in these  
2 proceedings since she is now aware of their existence.

3 Whenever possible, a case should be determined on the merits. *See TCI Group Life*  
4 *Insurance Plan v. Knoebber*, 244 F.3d 691, 696 (9th Cir. 2001). Given the short length of  
5 time since the final judgment was entered by the court, and excusable neglect by Ms. Brown  
6 the court should allow this case to be heard on the merits.

7  
8 In this matter, the court in its discretion, should grant this Motion to Reconsider  
9 because Ms. Brown has provided the court with sufficient evidence to show that Plaintiffs  
10 are not entitled to the amount which has been entered against her through the summary  
11 judgment ruling. Had Ms. Brown been aware of the proceedings, she would have made  
12 these representations and provided an appropriate and timely response; however, due to  
13 the fact that she was out of the country, Ms. Brown was not aware of such proceedings.  
14 Additionally, Ms. Brown was unrepresented, again, due to her lack of knowledge of the  
15 proceedings, so no response was provided in this matter.

16 ...  
17 ...  
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**KANG & ASSOCIATES, PLLC.**  
6480 W. SPRING MOUNTAIN ROAD, SUITE 1  
LAS VEGAS, NV 89146

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IV.

**CONCLUSION**

For the foregoing reasons, this court should grant Ms. Brown's Motion to Set Aside the Judgment and Reopen and Reconsider. In light of the law, facts, and evidence presented in this case there is no just reason to deny Defendant's request for reconsideration. Therefore, Defendant respectfully requests the court to set aside the judgment that has been entered, and reopen and reconsider the matter, and grant any further relief that the court may deem just and proper.

DATED this 10 day of December, 2015.

Respectfully Submitted,

**KANG & ASSOCIATES, PLLC**

/s/ Patrick Kang  
**PATRICK W. KANG, ESQ.**  
State Bar No. 010381  
6480 W Spring Mountain Road  
Ste. 1  
Las Vegas, Nevada 89146  
702.333.4223  
*Attorneys for Defendant*

**KANG & ASSOCIATES, PLLC.**  
6480 W. SPRING MOUNTAIN ROAD, SUITE 1  
LAS VEGAS, NV 89146

**CERTIFICATE OF SERVICE**

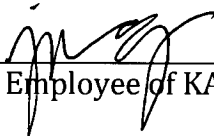
I hereby certify that I am an employee of KANG & ASSOCIATES, PLLC., over the age of 18, neither a party to nor interested in this matter; that on this 16 day, of December, 2015, I served a copy of **DEFENDANT'S MOTION TO SET ASIDE JUDGMENT AND REOPEN AND RECONSIDER** was sent via REGULAR MAIL on December \_\_, 2015 to the following:

TO:

SCHWARTZ FLANSBURG PLLC.  
Samuel A. Schwartz, Esq.  
6623 Las Vegas Blvd. South, Suite 300  
Las Vegas, NV 89119  
*Attorneys for Plaintiff*  
*Chapter 7 Trustee,*  
*Victoria L. Nelson*

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

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

/s/   
An Employee of KANG & ASSOCIATES

KANG & ASSOCIATES, PLLC.  
6480 W. SPRING MOUNTAIN ROAD, SUITE 1  
LAS VEGAS, NV 89146

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**KANG & ASSOCIATES, PLLC.**  
6480 W. SPRING MOUNTAIN ROAD, SUITE 1  
LAS VEGAS, NV 89146

# EXHIBIT A

**In The Matter Of:**  
*Joseph Decker, et al. vs.*  
*Elsie P. Brown*

---

*Real Estate Commission Hearing*  
*September 16, 2015*

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*Min-U-Script® with Word Index*

BEFORE THE REAL ESTATE COMMISSION  
STATE OF NEVADA

JOSEPH R. DECKER, Administrator, )  
REAL ESTATE DIVISION, DEPARTMENT )  
OF BUSINESS & INDUSTRY, )  
STATE OF NEVADA, )  
Petitioner, ) CASE NO: RES 14-05-80-1060  
vs. )  
ELSIE P. BROWN, )  
Respondent. )

REPORTER'S TRANSCRIPT OF PROCEEDINGS

Taken at Grant Sawyer Building  
555 East Washington Avenue  
Room 4401  
Las Vegas, Nevada

on Wednesday, September 16, 2015  
1:44 p.m.

Depo International - Las Vegas  
Reported by: Andrea Martin, CSR, RPR, NV CCR 887  
Certified Realtime Reporter

1 Las Vegas, Nevada; Wednesday, September 16, 2015  
2 1:44 p.m.  
3 -oOo-  
4 **CHAIRMAN JOHNSON:** This is would be the  
5 time and place for the Nevada Real Estate Division  
6 versus Elsie P. Brown.  
7 **MR. KIZER:** Keith Kizer, Deputy Attorney  
8 General, on behalf of the Division.  
9 **MR. MANINGO:** Good afternoon,  
10 Commissioners. Lance Maningo on behalf of the  
11 Respondent, Elsie Brown.  
12 **MR. KIZER:** Commissioners, this is sort of  
13 a companion case of the John Brown case you heard  
14 yesterday.  
15 Maybe, in the interest of time, it would  
16 be okay not to read all the transactions, or do you  
17 want me to read the abbreviated version?  
18 **CHAIRMAN JOHNSON:** No. I think -- it's  
19 two separate cases.  
20 **MR. KIZER:** Okay. I'll do that, then.  
21 Ms. Brown, salesperson under S.0069366  
22 since January 23, 2006, currently in inactive  
23 status, subject to the jurisdiction of the Division  
24 and the Commission. She was associated with Broker  
25 John M. Brown Jr. Ameri-Dream Realty.

1 APPEARANCES:  
2 PRESIDENT: RICHARD JOHNSON  
3 COMMISSIONERS: NELL SCHWARTZ  
SHERRI CARTINELLA  
4 NORMA JEAN OPATIK  
COMMISSION COORDINATOR: DEVIN REISS  
5 REBECCA HARDIN  
6 COMMISSION COUNSEL: ROSE MARIE REYNOLDS  
DEPUTY ATTORNEY GENERAL  
7 CHIEF INVESTIGATOR: JAN HOLLEY  
8  
9 FOR PETITIONER:  
10 NEVADA ATTORNEY GENERAL  
BY: KEITH KIZER  
11 DEPUTY ATTORNEY GENERAL  
Suite 3900  
12 555 East Washington Avenue  
Las Vegas, Nevada 89101-6011  
13 TEL: (702) 486-3326  
FAX: (702) 486-3416  
14  
15 FOR RESPONDENT:  
16 BELLON & MANINGO  
BY: LANCE MANINGO, ESQ.  
17 Suite 102  
732 South Sixth Street  
18 Las Vegas, Nevada 89101-6011  
TEL: (702) 452-6299  
19 FAX: (702) 452-6298  
E-mail: LAM@bellonandmaningo.com  
20  
21  
22  
23  
24  
25

1 Ameri-Dream Realty had a general account  
2 at JPMorgan Chase Bank and a security deposit  
3 account at JPMorgan Bank.  
4 On the following dates, I'll read, she  
5 transferred the money I'll mention to -- all,  
6 obviously -- Unibank Inc. Metro Philippines.  
7 So on February 27th, she transferred  
8 \$25,000 from the general account to that bank;  
9 May 14th, 2013, \$50,000 from the  
10 security deposit account to that bank;  
11 April 10th, 2013, \$49,263 from the  
12 security deposit account to that bank;  
13 April 17, 2013, transferred \$24,600 from  
14 the security deposit account to that bank;  
15 May 17th, '13, transferred \$97,930 from  
16 the security deposit account to that bank;  
17 May 24th, 2013, transferred \$49,000 from  
18 the security deposit to that bank;  
19 June 25, 2013, transferred \$71,500 from  
20 the security deposit account to that bank;  
21 July 18, 2013, transferred \$35,000 from  
22 the security deposit account to that bank.  
23 September 10, 2013, transferred \$7,670  
24 from the security deposit account to that bank;  
25 September 23rd, 2013, transferred

Page 5

1 \$18,700 from the security deposit account to that  
2 bank;  
3 September 27th, 2013, transferred \$23,255  
4 from the security deposit account to that bank;  
5 October 9th, 2013, respondent  
6 transferred \$10,020 from the security deposit  
7 account to that bank;  
8 October 22, 2013, transferred \$13,960  
9 from the security deposit account to that bank.  
10 October 24, '13, transferred \$11,700 from  
11 the security deposit account to that bank.  
12 On December 20th, '13, Respondent  
13 transferred \$8,000 from the from the security  
14 deposit account to that bank;  
15 And on May 16, 2014, John M. Brown Jr.  
16 filed a statement of fact with the Division,  
17 complaining about Respondent's conduct.  
18 Based thereon, we're alleging 16 different  
19 violations: One violation for violating  
20 NRS 645.630(1)(h) by converting money from the  
21 general account to her use; 14 violations of  
22 645.630(1)(h) by converting money from the security  
23 deposit account to her use; and then, last, violated  
24 NRS 645.633(1)(i), pursuant to NAC 645.605(1), by  
25 failing to do her utmost to protect the public

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1 against fraud, misrepresentation, or unethical  
2 practices related to real estate.  
3 Mr. Miningo and I have spoken, and there's  
4 agreement to Ms. Brown to agree to the facts and  
5 violations in the complaint and to agree to a  
6 revocation of her license and whatever other  
7 discipline the commission feels is appropriate.  
8 **CHAIRMAN JOHNSON:** Comments?  
9 **MR. MANINGO:** Yes, sir. Thank you,  
10 Commission.  
11 I have the authority from my client, who  
12 is not present but is situated in the Philippines  
13 now to submit to the jurisdiction of this commission  
14 to acquiesce to the factual allegations contained in  
15 the complaint and to offer, by way of mitigation,  
16 just some facts and circumstances that relate to the  
17 allegations.  
18 Specifically, I've spoken to Mr. Kizer  
19 about this. Specifically, Ms. Brown has asked me to  
20 represent to this commission that the money was not  
21 specifically taken for her personal use. The  
22 transfer of the funds was in relation to a  
23 catastrophic event that happened in the Philippines,  
24 a hurricane, followed by earthquake, and her hope  
25 was to provide temporary funds and help to those in

Page 7

1 need there, and immediately replaced those funds  
2 when available.  
3 I offer that by way of explanation, not  
4 excuse. She acknowledges what she did is wrong, and  
5 I represent that the Attorney General.  
6 With that, my client has agreed to the  
7 revocation and surrender of her license immediately.  
8 She would, however, ask that the Commission take  
9 into consideration what I've just told you all and  
10 not impose fees and costs, nor impose any monetary  
11 fine in excess of, what I would suggest, a \$10,000  
12 fine.  
13 I don't ask that only to lessen the burden  
14 on my client but also to give her the opportunity to  
15 make whole those that were actually victimized in  
16 this situation. This is her ultimate intent. I'm  
17 not sure of the time frame by which she's going to  
18 be able to do that, but she has expressed to me her  
19 want to make reparation to those that were hurt  
20 financially.  
21 So, with that, again, I will just  
22 summarize. She will surrender/agrees to revocation  
23 of her license and asks that there not be fines and  
24 fees imposed and asks for a fine no more  
25 than \$10,000.

Page 8

1 Thank you.  
2 **CHAIRMAN JOHNSON:** I'm a little concerned  
3 on where we're headed, because we technically don't  
4 have a stipulation, if I'm understanding you right.  
5 **MR. KIZER:** Well, we have a -- I guess in  
6 terms of -- a "guilty plea," would be the proper  
7 terminology.  
8 **CHAIRMAN JOHNSON:** Right.  
9 **MR. KIZER:** So it would be up to you to  
10 determine, in addition -- first of all, that you'd  
11 be willing to accept our agreement to a revocation  
12 and then additional penalties that you have. So  
13 it's completely in your discretion.  
14 You can have Chief Holle come up and tell  
15 you all --  
16 **CHAIRMAN JOHNSON:** -- recommendation --  
17 **MR. KIZER:** -- recommendation, in addition  
18 to the agreed-upon revocation.  
19 **CHIEF INVESTIGATOR HOLLE:** Jan Holle,  
20 Chief Investigator.  
21 There's a total of 16 violations. The  
22 Division would recommend the maximum fine for each  
23 violation of \$10,000, for a total of \$160,000, plus  
24 the costs of the hearing investigation, payable  
25 within 90 days, and also the revocation that

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1 Mr. Kizer talked about.  
2 Thank you.  
3 **CHAIRMAN JOHNSON:** And if I'm  
4 understanding right, the offer is no fines. In  
5 other words, where we're headed, if we don't  
6 accept --  
7 **MR. KIZER:** No, no, no.  
8 **COMMISSION COUNSEL REYNOLDS:** No.  
9 **CHAIRMAN JOHNSON:** No?  
10 **MR. KIZER:** This is a lot like the Linda  
11 Akiki case from last time.  
12 Ms. Brown is basically throwing herself on  
13 your mercy. She's agreed to the revocation, and  
14 then throwing herself on your mercy to fine her as  
15 little as possible. We're asking to fine her as  
16 much as possible.  
17 **CHAIRMAN JOHNSON:** Right.  
18 **MR. KIZER:** It's your call.  
19 **CHAIRMAN JOHNSON:** And you have the  
20 authority to accept whatever --  
21 **MR. MANINGO:** I do.  
22 **CHAIRMAN JOHNSON:** -- we come up with?  
23 **MR. MANINGO:** I do. I think so.  
24 **COMMISSION COUNSEL REYNOLDS:** ...  
25 acceptance. There's no stipulation to anything

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1 beyond revocation.  
2 **MR. MANINGO:** Yes.  
3 **COMMISSION COUNSEL REYNOLDS:** The  
4 Commission is determining the penalty. They've  
5 stipulated to the facts; they've stipulated to the  
6 liability. They've agreed to that, but as far as  
7 the appropriate punishment, that's up to the  
8 Commission to decide. He's agreed to one part of  
9 that punishment, which is the revocation of the  
10 license. But whether or not the Commission chooses  
11 to do anything else is the Commission's decision,  
12 and you've heard two -- two positions, what the  
13 Division wants and then what Ms. Brown, through her  
14 counsel, has asked for.  
15 **CHAIRMAN JOHNSON:** So what I'd really  
16 being cautious about is whatever we decide, we  
17 decide. We're not -- it's like a stipulation: If  
18 we don't accept it, we go back to a full hearing.  
19 That is not the case here or is it?  
20 **MR. KIZER:** That is not --  
21 **COMMISSION COUNSEL REYNOLDS:** ...  
22 not the case here --  
23 **CHAIRMAN JOHNSON:** All right.  
24 **COMMISSION COUNSEL REYNOLDS:** ...  
25 they've stipulated to the facts and liability.

Page 11

1 **CHAIRMAN JOHNSON:** I just wanted to  
2 understand what we're talking about.  
3 **COMMISSION COUNSEL REYNOLDS:** ...  
4 **CHAIRMAN JOHNSON:** Okay. All right.  
5 **COMMISSION COUNSEL REYNOLDS:** ...  
6 to make it clear, we should have a first -- why  
7 don't you do a motion to accept the stipulation as  
8 to the facts and liabilities that she's agreed to,  
9 and separate that from the penalty?  
10 **CHAIRMAN JOHNSON:** Somebody want to make  
11 that motion?  
12 **COMMISSIONER OPATIK:** You just want  
13 acceptance of the proving of facts?  
14 **COMMISSION COUNSEL REYNOLDS:** ...  
15 a motion to accept the stipulation that Ms. Brown  
16 has agreed that the facts have been proven and the  
17 violations have been proven as well.  
18 **COMMISSIONER OPATIK:** I move that this  
19 Commission accept the stipulation, facts, and  
20 violations as stated and that Ms. Brown, Ms. Elsie  
21 Brown, has agreed to the revocation and has agreed  
22 to -- has agreed to admitting the facts as true and  
23 proven.  
24 Will that work? No? She's not sure.  
25 **COMMISSION COUNSEL REYNOLDS:** ...

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1 will.  
2 **COMMISSIONER REISS:** And I'll second.  
3 **CHAIRMAN JOHNSON:** We have a motion and a  
4 second.  
5 Discussion?  
6 (No response.)  
7 **CHAIRMAN JOHNSON:** Hearing none, all those  
8 in favor signify by saying "Aye."  
9 (Board Commission responds simultaneously:  
10 "Aye.")  
11 **CHAIRMAN JOHNSON:** Opposed?  
12 (No response.)  
13 **CHAIRMAN JOHNSON:** Motion is carried.  
14 Now its up for discussion as to --  
15 **COMMISSION COUNSEL REYNOLDS:** ...  
16 penalties.  
17 **COMMISSIONER REISS:** I'll make a motion --  
18 if I could, Mr. President? --  
19 **CHAIRMAN JOHNSON:** Yes.  
20 **COMMISSIONER REISS:** -- that we impose  
21 a fine of -- we impose a hundred -- based on the  
22 16 allegations, the \$160,000 plus costs, if we could  
23 have that determined, and that a application for  
24 license couldn't reoccur anytime within ten years.  
25 **COMMISSIONER OPATIK:** I can't do that.



Page 13

1       **COMMISSION COUNSEL REYNOLDS:** ...  
2 not able to change the terms of the statutes.  
3       **COMMISSIONER REISS:** Okay. Then I'll have  
4 that -- the \$160,000, plus costs --  
5       **COMMISSIONER OPATIK:** -- to be paid --  
6       **COMMISSIONER REISS:** -- terms to be paid  
7 in 90 days.  
8       (Discussion held off the record between  
9 Mr. Maningo and Mr. Kizer.)  
10       **COMMISSION COUNSEL REYNOLDS:** ...  
11 confused about what they're --  
12       **MR. MANINGO:** Pardon my inexperience  
13 before the Commission.  
14       I just asked the Attorney General if I was  
15 able to be heard after a motion is made by a  
16 commissioner.  
17       **COMMISSION COUNSEL REYNOLDS:** ...  
18 the deliberations.  
19       **MR. MANINGO:** Thank you.  
20       **CHAIRMAN JOHNSON:** So a motion was made  
21 and seconded.  
22       **MEMBER SCHWARTZ:** Mr. President, I would  
23 vote in favor of that motion.  
24       **MR. KIZER:** Was there a -- on the costs,  
25 was there a time frame on payment?

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1       **COMMISSIONER REISS:** Ninety days.  
2       **CHAIRMAN JOHNSON:** Ninety days.  
3       **MR. KIZER:** Okay. Thank you.  
4       **COMMISSIONER REISS:** Further discussion?  
5       **CHAIRMAN JOHNSON:** Yes.  
6       **COMMISSIONER REISS:** Okay.  
7       The way I look at it, even with the  
8 admittance and the agreement -- or it's not even so  
9 much an agreement, but a wish not to exceed \$10,000,  
10 I don't -- I would be -- I'm more concerned that the  
11 penalty fit the crime, and I think that the full  
12 amount is warranted here, more so than the concern  
13 about \$10,000 or whatever amount we choose.  
14       So I'd say, for the crime, that the  
15 \$160,000 would be warranted.  
16       **CHAIRMAN JOHNSON:** What are the costs?  
17       **COORDINATOR HARDIN:** \$1,283.81.  
18       **CHAIRMAN JOHNSON:** Any other comments?  
19       **COMMISSIONER OPATIK:** I would just speak  
20 to the motion.  
21       I'm in agreement with it, given -- given  
22 the gravity of the offense, I would like to see  
23 the -- the fine of \$160,000 as well, because the  
24 respondent would have to pay the fine before they  
25 could get their license, so I would just like to see

Page 15

1 that as an added precaution.  
2       **COMMISSION COUNSEL REYNOLDS:** ...  
3 commissioners are under the understanding that  
4 before a license would be able to be reissued, that  
5 the fine would have to be paid in full; is that  
6 correct?  
7       **CHIEF INVESTIGATOR HOLLE:** Well, they  
8 would need to come before the Commission.  
9       **COMMISSION COUNSEL REYNOLDS:** ...  
10 have to come before the Commission --  
11       **CHIEF INVESTIGATOR HOLLE:** Right.  
12       **COMMISSION COUNSEL REYNOLDS:** ...  
13 isn't anything in the statute that I'm aware of that  
14 requires the payment in full before a license would  
15 be issued.  
16       **CHIEF INVESTIGATOR HOLLE:** Again, that  
17 could be a determination that was made before the  
18 Commission --  
19       **CHAIRMAN JOHNSON:** -- would follow through  
20 on it.  
21       **COMMISSION COUNSEL REYNOLDS:** ...  
22       **CHAIRMAN JOHNSON:** Okay.  
23       I also would support the motion.  
24       The number I added up was  
25 495,000-and-some-odd dollars that was taken, for

Page 16

1 whatever reason, and I do not think that the  
2 reason -- I mean, you can say reasons all day long,  
3 but how do you prove that?  
4       So the bottom line, to me, was the offense  
5 was done. This is what I think is -- should be  
6 fined, and the fine is a fifth of what the crime  
7 was.  
8       Anyone else want to comment? Any other  
9 discussion?  
10       (No response.)  
11       **CHAIRMAN JOHNSON:** Hearing none, all those  
12 in favor signify by saying "Aye."  
13       (Board Commission responds simultaneously:  
14 "Aye.")  
15       **CHAIRMAN JOHNSON:** Opposed?  
16       (No response.)  
17       **CHAIRMAN JOHNSON:** Motion is carried.  
18       **MR. KIZER:** Thank you.  
19       **MR. MANINGO:** Thank you.  
20       (Proceedings concluded at 2:00 p.m.)  
21       -oOo-  
22  
23  
24  
25

1 STATE OF NEVADA )  
2 COUNTY OF CLARK )

3 CERTIFICATE OF REPORTER

4 I, Andrea N. Martin, a duly commissioned and  
5 licensed court reporter, Clark County, State of  
6 Nevada, do hereby certify:

7 That I reported the taking of the  
8 aforementioned State of Nevada Real Estate  
9 Commission Hearing, commencing on Wednesday,  
10 September 16, 2015, at the hour of 1:44 p.m.; that I  
11 thereafter transcribed my said shorthand notes into  
12 typewriting, and that the typewritten transcript  
13 herein is a complete, true, and accurate  
14 transcription of said proceedings; that I am not a  
15 relative or employee of any of the parties involved  
16 in said action, nor a relative or employee of an  
17 attorney involved in nor a person financially  
18 interested in said action.

19 IN WITNESS WHEREOF, I have hereunto set my hand  
20 in my office in the County of Clark, State of  
21 Nevada, this 30th day of September, 2015.

22  
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25

ANDREA N. MARTIN, CRK, CCR NO. 887

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**KANG & ASSOCIATES, PLLC.**  
6480 W. SPRING MOUNTAIN ROAD, SUITE 1  
LAS VEGAS, NV 89146

# EXHIBIT B

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  
Telephone: (702) 385-5544  
5 Facsimile: (702) 385-2741  
6 Attorneys for the Chapter 7 Trustee, Victoria L. Nelson

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

8 In re: ) Case No.: 15-10110-LED  
9 )  
AMERI-DREAM REALTY, LLC, ) Chapter 7  
10 )  
Debtor. )  
11 )  
\_\_\_\_\_ )  
12 VICTORIA NELSON, In her Capacity As The ) Adv. No.: 15-01087-LED  
Chapter 7 Trustee of AMERI-DREAM )  
13 REALTY, LLC, )  
Plaintiff, )  
14 v. )  
15 )  
ELSIE PELADAS-BROWN, )  
16 Defendant. )  
17 \_\_\_\_\_ )

18 **NOTICE OF ENTRY OF ORDER OF**  
19 **FINDINGS OF FACT AND CONCLUSIONS OF LAW ON**  
20 **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

21 **TO: ALL INTERESTED PARTIES, CREDITORS AND TRUSTEES**

22 The Court, the Debtor, the United States Trustee, and all creditors and parties in interest  
23 are hereby notified that an Order of the Findings of Fact and Conclusions of Law on Plaintiff's  
24 Motion for Summary Judgment was entered by the Court on October 27, 2015, a copy of which  
25 is attached hereto, as Exhibit A (ECF No. 20).

26 Dated: October 28, 2015.

1 Respectfully Submitted,

2 /s/ Samuel A. Schwartz

3 Samuel A. Schwartz, Esq.

4 Nevada Bar No. 10985

5 Bryan A. Lindsey, Esq.

6 Nevada Bar No. 10662

7 Schwartz Flansburg PLLC

8 6623 Las Vegas Blvd. South, Suite 300

9 Las Vegas, Nevada 89119

10 Telephone: (702) 385-5544

11 Facsimile: (702) 385-2741

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

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**CERTIFICATE OF SERVICE**

1  
2 I hereby certify that a true and correct copy of the foregoing was sent electronically on  
3 October 28, 2015, to the following:

4 elsiep2013@gmail.com.  
5

6 I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via  
7 REGULAR MAIL on October 28, 2015, to the following:

8 Pearl Insurance Group  
9 c/o The Corporation Trust Company of Nevada  
10 311 S. Division Street  
11 Carson City, NV 89703

12 Lance A. Maningo  
13 Bellon & Maningo  
14 732 S. Sixth Street, #102  
15 Las Vegas, NV 89101

16 Greenwich Insurance Company  
17 c/o Lee Santos  
18 XL Select Professional  
19 100 Constitution Plaza, 17<sup>th</sup> Floor  
20 Hartford, CT 06103

21 Elsie Peladas-Brown  
22 9931 W. Cherokee Avenue  
23 Las Vegas, NV 89147-7704

24 /s/ Janine Lee  
25 Janine Lee  
26  
27

# Exhibit A

Honorable Laurel E. Davis  
United States Bankruptcy Judge



Entered on Docket  
October 27, 2015

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

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

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

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

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

ELSIE PELADAS-BROWN, )  
)  
Defendant. )

**FINDINGS OF FACT AND CONCLUSIONS OF LAW ON  
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**



1 Upon consideration of the Motion (the “**Motion**”) of Victoria L. Nelson, in her capacity  
2 as the Chapter 7 Trustee (the “**Plaintiff**” or the “**Trustee**”) of Ameri-Dream Realty, LLC (the  
3 “**Debtor**” or the “**Company**”), for summary judgment against defendant Elsie Peladas-Brown  
4 (“**Brown**” or the “**Defendant**”) on all claims for relief set forth in that certain adversary  
5 complaint filed on May 21, 2015 (the “**Complaint**”); and the Motion being supported by the  
6 Plaintiff’s Statement of Undisputed Facts, as amended, and the declarations in support thereof;  
7 and due and proper notice of the Motion having been given; and the Court having considered  
8 the Motion and pleadings in support thereof and the arguments of counsel at the hearing on the  
9 Motion; and after due deliberation thereon, the Court finds and concludes as follows:

10  
11  
12 **Findings of Fact**

13 1. On May 21, 2015, the Plaintiff commenced this adversary proceeding against  
14 the Defendant by filing her Complaint (Docket No. 1).

15 2. In 2014, the Defendant was a member, manager and property manager of the  
16 Company, a real estate sales and property management company based in Las Vegas, Nevada,  
17 prior to filing for relief under Chapter 7 of the United States Bankruptcy Code. The Company  
18 was family owned and operated prior to its collapse. The Defendant was a member and  
19 manager of the Company for all time periods that are the subject of this lawsuit.  
20

21 3. The Company is domiciled in the State of Nevada and conducted significant  
22 business activities in the District of Nevada. The Defendant is a former resident of the State of  
23 Nevada, but fled to Philippines.

24 4. The Plaintiff is the Court-appointed Trustee over the Company in Case No. 15-  
25 10110-LED, United States Bankruptcy Court, for the District of Nevada (the “**Action**”).  
26  
27

1           5.       As part of its business, the Company managed residential rental properties (the  
2 "**Business**"). In the normal course of its Business, the Company received and held rental  
3 security deposits on behalf of its customers' tenants. At the time of the Defendant's wrongful  
4 actions set forth herein, the Company held in excess of \$1,200,000 of tenant security deposit  
5 money (the "**Security Deposits**").

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

9           7.       The Defendant orchestrated various unauthorized transactions, unbeknownst to  
10 the Company or her co-manager and ex-husband, John M. Brown ("**Mr. Brown**"), which  
11 transactions included the wire transfers of the majority of the Security Deposits to the  
12 Philippines.  
13

14           8.       Specifically, on the following dates, Brown transferred money from the  
15 Company's general account at JP Morgan Chase Bank and/or security deposit account at JP  
16 Morgan Chase Bank to Unibank, Inc. Metro Philippines (the "**Philippines Bank**"):   
17

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

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

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

24           d.       On April 17, 2013, Brown transferred \$24,600 from the security deposit  
25 account to the Philippines Bank;  
26  
27

1 e. On May 17, 2013, Brown transferred \$97,930 from the security deposit  
2 account to the Philippines Bank;

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

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

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

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

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

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

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

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

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

21 o. On December 20, 2013, Brown transferred \$8,000 from the security  
22 deposit account to the Philippines Bank.  
23  
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Verify  
Totals  
5,598

1 9. Including, but not limited to, the specific transactions listed above, the Defendant  
2 embezzled a total of \$1,174,373.63 in Security Deposits from the Company.

Totals listed only  
came out to \$495,598

3 10. On September 16, 2015, the Nevada Real Estate Commission held a hearing  
4 regarding the Defendant's actions contained herein. At the Real Estate Commission hearing,  
5 Brown's attorney, Mr. Lance Maningo, indicated Brown's acquiescence to the factual allegations  
6 listed above, and admitted the funds were used to support Brown's family and friends in the  
7 Philippines after catastrophic events.  
8

9 11. The Security Deposits were disbursed in the Philippines and are not recoverable.  
10 The Defendant disbursed the Security Deposits to friends and family in need after the damage  
11 caused by Typhoon Haiyan in November of 2013. Typhoon Haiyan was reported to be one of  
12 the strongest storms ever recorded, with winds reaching or exceeding 195 miles per hour.  
13

14 12. Neither the Company nor Mr. Brown had any knowledge of the Defendant's  
15 scheme, and on May 4, 2015, Mr. Brown was divorced from the Defendant.

16 13. The divorce decree, which was uncontested, requires the Defendant to indemnify  
17 Mr. Brown and the Company from any claims of embezzlement or theft relating to the loss of the  
18 Security Deposits.

19 14. Mr. Brown has not been charged with a crime in this matter.

20 15. At all times relevant to the Complaint, the Defendant was a member, manager and  
21 the property manager for the Company. The Defendant was also a licensed real estate agent and  
22 property manager in the State of Nevada, and a member of the Greater Association of Las Vegas  
23 Realtors.  
24

25 16. As a licensed realtor and property manager in the State of Nevada, the Defendant  
26 is charged with the knowledge and responsibility of safeguarding the Security Deposits. It is  
27

1 undeniable in light of the Defendant's licenses that she knew sending the Security Deposits to  
2 the Philippines would be a violation of the law, and would cause her to lose her real estate  
3 licenses, which licenses are now inactive. The Defendant also knew she had a duty to manage  
4 the Security Deposits prudently and in a fashion that minimized risk.

5 17. The Defendant had the knowledge and the motive to breach her fiduciary duties to  
6 the Company, its customers and its tenants, and in fact did breach such duties by secretly  
7 transferring the Security Deposits to the Philippines. The transfers of the Security Deposits were  
8 made for no consideration at all, and the Defendant understood the Security Deposits could not  
9 possibly be repaid.  
10

#### 11 Conclusions of Law

12 1. This Court has jurisdiction over this adversary proceeding and the Motion  
13 pursuant to 28 U.S.C. § 1334 and venue is proper in the District of Nevada pursuant to 28 U.S.C.  
14 § 1409(a).  
15

16 2. This Court has supplemental jurisdiction over all claims in this case because they  
17 are asserted in connection with the Trustee's duties to recover assets on behalf of the estate, and  
18 because the allegations in this lawsuit share a common nexus of facts with those in the Action.

19 3. This Court has personal jurisdiction over the Defendant because: (i) the  
20 Defendant engaged in significant business in the District of Nevada; (ii) the Defendant's  
21 wrongful conduct occurred in significant part in the District of Nevada; and (iii) the Company is  
22 a debtor before this Court, and holds the claims asserted in the Complaint.  
23

24 4. As a manager of the Company, the Defendant owed fiduciary duties to the  
25 Company.  
26

27 5. Through improper action or wrongful conduct and without privilege, the

1 Defendant breached her fiduciary duties to the Company.

2 6. The Defendant had knowledge she was breaching her fiduciary duties, and acted  
3 purposely and with malice and intent to injure the Company.

4 7. The tortious conduct of the Defendant proximately caused the damage to the  
5 Company, because the Security Deposits were transferred for no consideration, and the  
6 Defendant knew it.

7 8. The Defendant had a duty to the Company to use ordinary care when representing  
8 the reasons for transferring the Security Deposits.

9 9. The Defendant breached her duty of care to the Company by falsely representing  
10 the transfer of the Security Deposits was an appropriate transaction for the Company to  
11 undertake.

12 10. Under Nevada law, the Defendant is required to safeguard the Security Deposits  
13 on behalf of the tenants.

14 11. As a result of the Defendant's false representations of the appropriateness of the  
15 wire transfers of the Security Deposits, the Company transferred the Security Deposits for no  
16 consideration.

17 12. The Company suffered damages as a result of the transfer of the Security  
18 Deposits, and those damages were caused by the Defendant's misrepresentations.

19 13. The tenants managed by the Company relied on the representations of the  
20 Defendant that the Security Deposits were safe. As a result of those false representations of the  
21 safety of the Security Deposits, nearly 1,000 tenants transferred their money to the Company,  
22 even though the Defendant knew or should have known that those payments would never be  
23 repaid, given the Defendant's plan to abscond with the money.  
24  
25  
26  
27

1           14.     The Company suffered damages as a result of the transfer of the Security Deposits  
2 and those damages were proximately caused by the Defendant's misrepresentations regarding the  
3 safety of the Security Deposits.

4           15.     The Company was unaware at all times relevant to the Complain that the  
5 Defendant conspired to abscond with the Security Deposits to the Philippines.

6           16.     Mr. Brown was unaware at all times relevant to the Complaint that the Defendant  
7 conspired to abscond with the Security Deposits to the Philippines.

8           17.     The Company and Mr. Brown are innocent of all claims asserted in the Complaint  
9 against the Defendant.  
10

11  
12 Submitted by:

13 SCHWARTZ FLANSBURG PLLC

14 By: /s/Samuel A. Schwartz

15 Samuel A. Schwartz, Esq., NBN 10985

16 Bryan A. Lindsey, Esq., NBN 10662

6623 Las Vegas Blvd. South, Suite 300

17 Las Vegas, NV 89119

18 Attorneys for the Chapter 7 Trustee, Victoria L. Nelson  
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**SUBMISSION TO COUNSEL FOR APPROVAL PURSUANT TO LR 9021**

In accordance with LR 9021, counsel submitting this document certifies that the order accurately reflects the court’s ruling and that (check one):

The court has waived the requirement set forth in LR 9021(b)(1).

No party appeared at the hearing or filed an objection to the motion.

I have delivered a copy of this proposed order to all counsel who appeared at the hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list each party and whether the party has approved, disapproved, or failed to respond to the document]:

I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of this order.

APPROVED:

DISAPPROVED:

FAILED TO RESPOND:

SCHWARTZ FLANSBURG PLLC

By: /s/Samuel A. Schwartz  
Samuel A. Schwartz, Esq., NBN 10985  
Bryan A. Lindsey, Esq., NBN 10662  
6623 Las Vegas Blvd. South, Suite 300  
Las Vegas, NV 89119  
Attorneys for the Chapter 7 Trustee, Victoria L. Nelson

###