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DISTRICT COURT

CLARK COUNTY, NEVADA

FAMILY PROMISE OF LAS VEGAS, a
Nevada nonprofit corporation; and CLARK
COUNTY SOCIAL SERVICES, a department
of County of Clark, a subdivision of the State of
Nevada,

Plaintiffs,

vs.

TRRAC, LLC, a Nevada limited liability
company; INTEGRATIVE DEVELOPMENT
& CONSULTANTS, LLC, a Nevada limited

Case No.: A-21-843845-C

Dept. No.: XIV

**FINDINGS OF FACT AND
CONCLUSIONS OF LAW GRANTING
PLAINTIFFS' APPLICATION FOR
DEFAULT JUDGMENT AND ENTRY
OF FINAL JUDGMENT QUIETING
TITLE**

liability company; IRWIN UNION BANK
AND TRUST COMPANY, an Indiana
corporation; RADC/CADC VENTURE 2010-2,
LLC, a Delaware limited liability company;
NCP FUND I HOLDINGS, INC., a Delaware
corporation; JENSEN ENTERPRISES, INC., a
Nevada corporation dba JENSEN PRECAST;
NORTHSTAR ELECTRIC, INC., a Nevada
corporation dba NORTHSTAR ELECTRIC;
GASLIGHT ENTERPRISES, LLC, a Nevada
limited liability company; STEEL
ENCOUNTERS, INC., a Utah corporation;
DLC WEST, INC., a Nevada corporation;
GARRETT MATERIALS, L.L.C., a Nevada
limited liability company dba GARRETT
MATERIALS PROBUILD; HCS ELECTRIC
CORP, a Nevada corporation aka HCS
ELECTRICAL SUPPLY COMPANY LLC aka
HCS ELECTRICAL SUPPLY; SILVER
STATE MATERIALS, LLC, a Nevada limited
liability company dba CALPORTLAND
COMPANY; PDM STEEL SERVICE
CENTERS, INC., a California corporation;
ALPINE STEEL LLC, a Nevada limited
liability company; GOHRES
CONSTRUCTION CO., a Nevada corporation;
DMK CONCRETE, INC., a Nevada
corporation; DIVERSIFIED CONSTRUCTION
SUPPLY, LLC, a Nevada limited liability
company; DORWIN INSTALLATION, LLC, a
Nevada limited liability company; DORWIN
SYSTEMS, L.L.C., a Nevada limited liability
company; AMERICAN COMFORT
SYSTEMS, a California corporation; UINTAH
INVESTMENTS, LLC., a Nevada limited
liability company dba SIERRA
REINFORCING; ARNOLD ENGINEERING,
P.L.L.C., a Nevada professional limited liability
company; ACE FIRE SYSTEMS, LLC, a
Nevada limited liability company; GASLIGHT
ENTERPRISES, LLC, a Nevada limited
liability company; DOE DEFENDANTS 1-10;
and ROE CORPORATE DEFENDANTS 11-
20,

Defendants.

1 Plaintiffs Family Promise of Las Vegas (“**Family Promise**”) and County of Clark (the
2 “**County**”) (collectively the “**Plaintiffs**”) filed their Application for Default Judgment (the
3 “**Application**”) on June 17, 2022. The Application came before this Court for consideration on July
4 19, 2022. This Court, upon its consideration of the pleadings and papers on file herein, makes the
5 following findings of fact and conclusions of law:

6 **FINDINGS OF FACT**

7 1. Plaintiff Family Promise is a Nevada nonprofit entity.
8 2. Plaintiff Clark County is a political subdivision of the State of Nevada.
9 3. The following defendants are entities created pursuant to the laws of the State of
10 Nevada: Silver State Materials, LLC dba CalPortland Company; HCS Electric Corp a/k/a HCS
11 Electrical Supply Company LLC a/k/a HCS Electrical Supply; Jensen Enterprises, Inc. dba Jensen
12 Precast; Northstar Electric, Inc., dba Northstar Electric; and Ace Fire Systems, LLC.

13 4. Defendant PDM Steel Service Centers, Inc. is an entity created pursuant to the laws
14 of the State of California.

15 5. Defendant Steel Encounters, Inc. is an entity created pursuant to the laws of the State
16 of Utah.

17 6. The following defendants are entities created pursuant to the laws of the State of
18 Nevada whose entity status has been permanently revoked by the Nevada Secretary of State:
19 TRRAC, LLC; Integrative Development & Consultants, LLC; Irwin Union Bank and Trust
20 Company; Alpine Steel LLC; DLC West, Inc.; Gohres Construction Co.; DMK Concrete, Inc.;
21 Uintah Investments, LLC. dba Sierra Reinforcing; and Arnold Engineering, P.L.L.C.

22 7. The following defendants are entities created pursuant to the laws of the State of
23 Nevada and since dissolved: Garrett Materials, L.L.C. dba Garrett Materials Probuild; Diversified
24 Construction Supply, LLC; Dorwin Installation, LLC; and Dorwin Systems, L.L.C.

25 8. Defendant American Comfort Systems is an entity created pursuant to the laws of
26 the State of California whose status has been suspended by the California Secretary of State.

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1 9. The Property at issue in this matter, Clark County Assessor Parcel Number 162-13-
2 607-002, is more specifically described as follows:

3 A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF
4 THE NORTHEAST QUARTER (NE 1/4) OF SECTION 13,
5 TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M.,
6 CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

7 LOT TWO (2) OF PARCEL MAP IN FILE 28, PAGE 32, IN THE
8 OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY,
9 NEVADA, AND RECORDED OCTOBER 01, 1979 IN BOOK
10 1126 AS DOCUMENT 1085213, OFFICIAL RECORDS.

11 10. The Property was conveyed to the Clark County Treasurer, as trustee for the State
12 of Nevada and Clark County, by way of a tax trustee deed recorded on June 10, 2015, as Instrument
13 Number 20150610-0002323, in the Office the Clark County Recorder (the “**Official Records**”)
14 pursuant to NRS 361.585.

15 11. The Property was subsequently conveyed to Clark County (Social Services) by way
16 of a Clark County Treasurer Trustee Deed, recorded on May 1, 2018 as Instrument Number
17 20180501-0001191 in the Official Records pursuant to NRS 361.603.

18 12. On July 21, 2020, the Board of County Commissioners (the “**Board**”) approved a
19 resolution to donate the Property to Family Promise, which has the intent of developing a facility
20 on the Property that will assist economically disadvantaged families who are at risk of becoming
21 homeless, or families that are already enduring a state of homelessness.

22 13. The ALTA Commitment for Title Insurance issued on May 27, 2021 by First
23 American Title Insurance Company, File No. NCS-1038867-HHLV lists a number of title
24 exceptions, which include a deed of trust securing obligations, including, but not limited to, the
25 repayment of an original principal amount of \$4,000,000, and identified related encumbrances that
26 predated the tax trustee deed, which have otherwise expired, or are otherwise no longer effective as
27 a matter of law. Though NRS 361.590(5) effectively delivers title to the Property free of all
28 encumbrances, Plaintiffs commenced this action to expunge the following encumbrances upon and
clear title to the Property prior to construction of facilities:

 a. A Construction Deed of Trust, dated as of October 24, 2006, recorded on October
 31, 2006 in Book 20061031 as Instrument No. 06758 of Official Records by

1 TRRAC, LLC, a Nevada limited liability company, as trustor, in favor of Old
2 Republic, as trustee, for the benefit of Irwin Union Bank and Trust Company, an
3 Indiana corporation (“**Irwin Union Bank**”), as beneficiary (the “**Deed of Trust**”).
4 A Substitution of Trustee, dated as of February 26, 2009, was recorded on March
5 20, 2009 in Book 20090320 as Instrument No. 05381 of Official Records by Irwin
6 Union Bank and Trust Company. A Notice of Default and Election to Sell Under
7 Deed of Trust, dated as of February 26, 2009, was recorded on March 20, 2009 in
8 Book 20090320 as Instrument No. 05382 of Official Records; and Notice of
9 Trustee’s Sale, dated as of June 22, 2009, record on June 24, 2009 in Book 20090624
10 as Instrument No. 00602 of Official Records. The Deed of Trust was assigned by
11 that certain Assignment of Real Estate Deed of Trust, dated as of May 12, 2011,
12 effective January 26, 2011, recorded on May 23, 2011 as Book 20110523 as
13 Instrument No. 02015 of Official Records, assigning the Deed of Trust by the
14 Federal Deposit Insurance Corporation (“**FDIC**”), as receiver for Irwin Union Bank,
15 to RADC/CADC Venture 2010-2, LLC, as beneficiary under the Deed of Trust; and
16 further assigned by that certain Assignment of Deed of Trust, effective as of March
17 19, 2015, by RADC/CADC Venture 2010-2, LLC, to NCP I Fund Holdings, Inc., as
18 assignee, recorded on March 26, 2015 as Book 20150326 as Instrument No. 01773
19 of Official Records.

- 20 b. An Assignment of Rents, dated as of October 24, 2006, by TRRAC, LLC in favor
21 of Irwin Union Bank, recorded on October 31, 2005 as Book 20061031 as
22 Instrument No. 06759 of Official Records, as assigned by that certain Assignment
23 of Assignment of Rents, dated as of March 9, 2015 and effective on January 26,
24 2011, by FDIC as receiver for Irwin Union Bank, to RADC/CADC Venture 2010-
25 2, LLC , as assignee, recorded on March 12, 2015 as Book 20150312 as Instrument
26 No. 04015 of Official Records, as further assigned by that certain Assignment of
27 Assignment of Rents, dated as of March 6, 2015, by RADC/CADC Venture 2010-
28

- 1 2, LLC to NCP I Fund Holdings, Inc., as assignee, recorded on March 26, 2015 as
2 Book 20150326 as Instrument No. 01774 of Official Records.
- 3 c. A UCC Financing Statement, by TRRAC, LLC in favor of Irwin Bank, recorded on
4 October 31, 2006 as Book 20061031 as Instrument No. 06760 of Official Records,
5 as assigned by that certain UCC Financing Statement Amendment to RADC/CADC
6 Venture 2010-2, LLC, recorded on March 25, 2011 as Book 20110325 as Instrument
7 No. 01581 of Official Records, as amended by that certain UCC Financing
8 Statement Amendment, recorded on May 12, 2011 as Book 20110512 as Instrument
9 No. 01402 of Official Records, as assigned pursuant to that certain UCC Financing
10 Statement Amendment to NCP I Fund Holdings, Inc., recorded on March 26, 2015
11 as Book 20150326 as Instrument No. 01775 of Official Records.
- 12 d. A claim of lien recorded on October 6, 2008 in Book 20081006 as Instrument No.
13 05238 of Official Records by Jensen Precast in the principal amount of \$3,555.75.
14 An unnotarized document entitled "Discharge or Release of Notice of Lien" was
15 recorded on November 10, 2008 in Book 20081110 as Instrument No. 01954 of
16 Official Records.
- 17 e. A claim of lien recorded October 08, 2008 in Book 20081008 as Instrument No.
18 04760 of Official Records by Steel Encounters, Inc. in the principal amount of
19 \$27,067.00.
- 20 f. A claim of lien recorded October 15, 2008 in Book 20081015 as Instrument No.
21 04809 of Official Records by DLC West, Inc. in the principal amount of
22 \$102,012.01, along with a lis pendens recorded on December 1, 2008 in Book
23 20081201 as Instrument No. 04095 of Official Records.
- 24 g. A claim of lien recorded October 15, 2008 in Book 20081015 as Instrument No.
25 04856 of Official Records by Garrett Materials Probuild in the principal amount of
26 \$9,155.20.

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- 1 h. A claim of lien recorded November 10, 2008 in Book 20081110 as Instrument No.
2 00950 of Official Records by HCS Electrical Supply Company LLC in the principal
3 amount of \$70,703.51.
- 4 i. A claim of lien recorded November 10, 2008 in Book 20081110 as Instrument No.
5 03510 of Official Records by Silver State Materials LLC in the principal amount of
6 \$64,217.78.
- 7 j. A claim of lien recorded November 18, 2008 in Book 20081118 as Instrument No.
8 02299 of Official Records by PDM Steel Service Centers, Inc. in the principal
9 amount of \$18,889.16.
- 10 k. A claim of lien recorded November 18, 2008 in Book 20081118 as Instrument No.
11 03762 of Official Records by Alpine Steel, LLC in the principal amount of
12 \$152,799.00.
- 13 l. A claim of lien recorded November 21, 2008 in Book 20081121 as Instrument No.
14 03517 of Official Records by Gohres Construction Co., Inc. in the principal amount
15 of \$1,389,130.06.
- 16 m. A claim of lien recorded November 26, 2008 in Book 20081126 as Instrument No.
17 04776 of Official Records by DMK Concrete, Inc. in the principal amount of
18 \$340,810.38, along with a lis pendens recorded on January 15, 2009, in Book
19 20090115 under Instrument No. 03730 of Official Records.
- 20 n. Notices of Pendency of Action filed by DLC West, Inc. in Eighth Judicial District
21 Court Case No. A576665, recorded (1) December 01, 2008 in Book 20081201 as
22 Instrument No. 04095 and (2) March 05, 2009 in Book 22090305 as Instrument No.
23 04334 of Official Records. The case was dismissed in 2011, but the lis pendens
24 were apparently never released.
- 25 o. A claim of lien recorded December 02, 2008 in Book 20081202 as Instrument No.
26 04782 of Official Records by Diversified Construction in the principal amount of
27 \$80,829.49.
- 28 . . .

- 1 p. A claim of lien recorded December 04, 2008 in Book 20081204 as Instrument No.
2 04319 of Official Records by Dorwin Installation in the principal amount of
3 \$3,860.00.
- 4 q. A claim of lien recorded December 04, 2008 in Book 20081204 as Instrument No.
5 04322 of Official Records by Dorwin Systems, LLC in the principal amount of
6 \$21,968.45.
- 7 r. A claim of lien recorded December 22, 2008 in Book 20081222 as Instrument No.
8 04701 of Official Records by American Comfort Systems in the principal amount
9 of \$87,680.00.
- 10 s. A claim of lien recorded December 22, 2008 in Book 20081222 as Instrument No.
11 04702 of Official Records by American Comfort Systems in the principal amount
12 of \$123,000.00.
- 13 t. A claim of lien recorded January 07, 2009 in Book 20090107 as Instrument No.
14 03307 of Official Records by Sierra Reinforcing in the principal amount of
15 \$18,274.00.
- 16 u. A claim of lien recorded January 22, 2009 in Book 20090122 as Instrument No.
17 03242 of Official Records by Arnold Engineering, PLLC in the principal amount of
18 \$102,000.00.
- 19 v. A claim of lien recorded February 25, 2009 in Book 20090225 as Instrument No.
20 00693 of Official Records by Ace Fire Systems, Inc. in the principal amount of
21 \$37,054.80.
- 22 w. A certified copy of a judgment or an abstract thereof, recorded October 08, 2010 in
23 Book 20101008 as Instrument No. 02226 of Official Records in District Court Clark
24 County, Nevada Case No. A589047 in favor of Diversified Construction Supply,
25 LLC in the principal amount of \$65,625.16.
- 26 14. Family Promise has requested the title company remove these exceptions, but the
27 title company requires a quiet title action confirming that the foregoing exceptions no longer
28 encumber title to the Property, and that Social Services holds marketable fee simple interest to the

Property free of all encumbrances, including the financing encumbrances, as a condition precedent to issue a title policy for the Property.

15. As a result, Clark County is presently unable to transfer marketable fee simple title to Family Promise for the purpose a developing such a facility on the Property.

16. On November 8, 2021, Plaintiffs filed a complaint for quiet title of the Property against various defendants. See Complaint, on file herein. Plaintiffs completed service of process for the following Defendants:

Defendant	Date Served
Ace Fire Systems LLC	11/18/2021
Gaslight Enterprises, LLC	11/18/2021
Jensen Enterprises, Inc. dba Jensen Precast	11/18/2021
PDM Steel Service Centers Inc.	11/18/2021
Silver State Materials LLC dba Calportland Company	11/18/2021
Steel Encounters Inc.	11/18/2021
Diversified Construction Supply LLC	11/20/2021
Garrett Materials Probuild	11/22/2021
Gohres Construction Co.	11/22/2021
HCS Electric Corp. aka HCS Electrical Supply	11/22/2021
Northstar Electric Inc. dba Northstar Electric	11/22/2021
NCP I Fund Holdings, Inc.	1/18/2022
RADC/CADC Venture 2010-2 LLC	1/18/2022

17. Plaintiffs obtained affidavits of service by publication for the following Defendants:

Defendant	Date of Completed Publication
Irwin Union Bank and Trust Company	04/09/2022
Alpine Steel LLC	04/21/2022
Arnold Engineering PLLC	04/21/2022
DLC West, Inc.	04/21/2022
DMK Concrete, Inc.	04/21/2022
Dorwin Installation LLC	04/21/2022
Dorwin Systems LLC	04/21/2022
Integrative Development & Consultants, LLC	04/21/2022
TRRAC, LLC	04/21/2022
Uintah Investments LLC dba Sierra Reinforcing	04/21/2022

...

1 18. Plaintiffs obtained an affidavit of service via the California Secretary of State for
2 American Comfort Systems.

3 19. Besides Gaslight Enterprises, LLC (“**Gaslight**”), none of the Listed Defendants have
4 made any appearance or filed any responsive pleadings in this matter. Indeed, only NCP I Holdings
5 made a brief appearance to provide a stipulation in which it disclaimed its interest in the Property.

6 20. Plaintiffs have agreed with Gaslight to dismiss without prejudice their claims against
7 Gaslight.

8 21. The statutory and regulatory failures, described further below, illustrates that
9 Plaintiffs are entitled to default judgment against the Listed Defendants and in favor of quieting
10 title for the Property.

11 22. On June 10, 2022, Plaintiffs filed defaults for all Listed Defendants, which the Clerk
12 has entered into the record.

13 23. If any findings of fact are properly conclusions of law, they shall be treated as if
14 appropriately identified and designated.

15 **CONCLUSIONS OF LAW**

16 24. NRCP 41(a)(1) states that “an action may be dismissed at the plaintiff’s request...
17 on terms that the court considers proper.”

18 25. Pursuant to NRCP 41(a)(1), Plaintiffs’ agreement with Gaslight to voluntarily
19 dismiss Gaslight from this Action creates a proper basis for granting said dismissal. Accordingly,
20 this Court hereby dismisses without prejudice Gaslight Enterprises, LLC from this action.

21 26. NRCP 8(b)(6) provides that where a party fails to appear or otherwise defend against
22 an allegation, the “allegation – other than one relating to the amount of damages – is admitted . . .”

23 27. Pursuant to NRCP 55(a), “[w]hen a party against whom a judgment for affirmative
24 relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or
25 otherwise, the clerk must enter the party’s default..”

26 28. After default is entered, the party may seek the entry of default judgment against the
27 defaulting party. *See* NRCP 55(b)(2).

28 . . .

29. Cumulatively, NRCP 8 and NRCP 55 provide that when a default is entered against a party, the allegations in the pleading are admitted. *See Estate of Lomastro v. American Family Ins. Grp.*, 124 Nev. 1060, n.14 (2008) (citing *Ewing v. Jennings*, 15 Nev. 379, 382 (1880)); *see also Foster v. Dingwall*, 126 Nev. 56, 67, 227 P.3d 1042, 1050 (2010).

30. As such, this Court takes as true by admission all of the allegations in the complaint. *See, e.g., Beyer v. District Ct.*, 67 Nev. 480, 486, 221 P.2d 1024, 1027 (1950); *see also Playboy Enters. Int'l, Inc. v. Muller*, 314 F. Supp. 2d 1037, 1039 (D. Nev. 2004).

31. Declaratory actions to quiet title to real property are permitted by Nevada statute:

Actions may be brought against adverse claimants. An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim.

NRS 40.010; *see* NRS 30.030; *see also* NRS 30.040.

32. Though not technically a cause of action, an action to quiet title is an equitable proceeding in which a party seeks to settle a dispute over ownership of property or to remove a cloud upon title to property. *MacDonald v. Krause*, 77 Nev. 312, 317-18, 362 P.2d 724 (1961).

33. A plea to quiet title does not require any particular elements, but each party must plead and prove (1) claim to the property in question; and (2) superiority of title. *Omni Fin., LLC v. Kal-Mor-USA, LLC*, 507 P.3d 571 (2022) (citing *Chapman v. Deutsche Bank Nat'l Tr. Co.*, 129 Nev. 314, 318, 302 P.3d 1103, 1106 (2013)).

34. The plaintiff receives a favorable presumption where they are the record titleholder. *Cf. Biasi v. Leavitt*, 101 Nev. 86, 89-90, 692 P.2d 1301, 1304 (1985).

35. As the undisputed facts make clear, the Property was conveyed to Clark County by way of a Clark County Treasurer Deed, recorded May 1, 2018.

36. No one has a workable dispute to either this deed or Clark County's role as the title holder for the property. Pursuant to Nevada law, as articulated under *Leavitt*, 101 Nev. at 89-90, 692 P.2d at 1304, Clark County's possession of title creates a presumption of its rights to quiet title, and no defendant has appeared to dispute that presumption.

...

37. Unless either an action is commenced to enforce a lien or a written extension exists, said lien that encumbers a property is deemed expired “6 months after the date on which the notice of lien was recorded”. NRS 108.233(1)–(2).

38. Here, although each respective defendant listed below once asserted a mechanic’s lien against the Property, all such liens have expired pursuant to NRS 108.233(1)–(2) without any defendant commencing an action to enforce said lien:

Defendant	Lien Record Date	Lien Expiration Date
Ace Fire Systems LLC	02/25/2009	11/12/2009
Alpine Steel LLC	11/18/2008	08/10/2009
American Comfort Systems	12/22/2008	09/11/2009
Arnold Engineering PLLC	01/22/2009	10/08/2009
Diversified Construction Supply LLC	12/02/2008	08/21/2009
DLC West, Inc.	10/15/2008	07/08/2009
DMK Concrete, Inc.	11/26/2008	08/18/2009
Dorwin Installation LLC	12/04/2008	08/25/2009
Dorwin Systems LLC	12/04/2008	08/25/2009
Garrett Materials Probuild	10/15/2008	07/08/2009
Gohres Construction Co.	11/21/2008	08/13/2009
HCS Electric Corp. aka HCS Electrical Supply	11/10/2008	08/03/2009
Jensen Enterprises, Inc. dba Jensen Precast	10/06/2008	06/29/2009
PDM Steel Service Centers Inc.	11/18/2008	08/10/2009
Silver State Materials LLC dba Calportland Company	11/10/2008	08/03/2009
Steel Encounters Inc.	10/08/2008	07/01/2009
Uintah Investments LLC dba Sierra Reinforcing	01/07/2009	09/25/2009

39. The foregoing table confirms that these liens expired at least twelve years ago, with the latest expiring on November 12, 2009, without any judicial action or written extension. That fact, along with the fact that none of the Listed Defendants asserted the viability of their liens in this proceeding, makes plain as a matter of law that none of the Listed Defendants possess a right to lien the Property and cannot establish that Plaintiffs have made an unlawful title claim to the Property.

40. The following defendants are entities that the Nevada Secretary of State have permanently revoked: TRRAC, LLC; Integrative Development & Consultants, LLC; Irwin Union Bank and Trust Company; Alpine Steel LLC; DLC West, Inc.; Gohres Construction Co.; DMK Concrete, Inc.; Uintah Investments, LLC. dba Sierra Reinforcing; and Arnold Engineering,

1 P.L.L.C. Additionally, a number of defendants are entities that the Nevada Secretary of State has
2 dissolved: Garrett Materials, L.L.C. dba Garrett Materials Probuild Diversified Construction
3 Supply; Dorwin Installation, LLC; and Dorwin Systems, L.L.C.

4 41. While Nevada statutes on corporations allow a dissolved corporation to “wind up”
5 its business, that is only for a period of two (2) years following said dissolution. *See* NRS 78.585.

6 42. As demonstrated in the Application, this time period passed for each of these entities,
7 thereby precluding them from appearing here. As such, the evidence makes clear that the Listed
8 Defendants have missed their opportunity to defend any interest in the Property.

9 43. A defendant has 21 days from being served with the summons and complaint to file
10 an answer or other responsive pleading. NRCP 12(a)(1)(A)(i).

11 44. Here, none of the Listed Defendants appeared to either answer or move this court
12 for other relief. Such a failure entitles Plaintiffs to default judgment against the Listed Defendants
13 in this action. *See* NRCP 55(a).

14 45. If any conclusions of law are properly findings of fact, they shall be treated as if
15 appropriately identified and designated.

16 **ORDER**

17 **THE COURT THEREFORE ORDERS, ADJUDGES, AND DECREES** as follows:

18 That Plaintiffs’ request to voluntarily dismiss Gaslight Enterprises, LLC is hereby
19 **GRANTED**.

20 That Plaintiffs’ Application for Default Judgment is hereby **GRANTED** against all
21 remaining Defendants.

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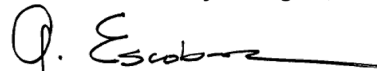
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1 That Plaintiffs' claim to quiet title to the Property is hereby **GRANTED**, and Plaintiffs
2 possess title to the Property free and clear of all encumbrances, with the exception of for the utility
3 easement asserted by Gaslight Enterprises, LLC in this action.

4 That there is no just reason for the delay in the entry or enforcement of this judgment.

6 Dated this 11th day of August, 2022

7 

8 A-21-843845-C

FDA 639 1501 ABA8
Adriana Escobar
District Court Judge

9 Prepared and Submitted by:

10 BROWNSTEIN HYATT FARBER SCHRECK, LLP

11 /s/ Patrick J. Reilly

12 Patrick J. Reilly

13 Brooke A. Holmes

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17 *Attorneys Pro Bono Publico for*
18 *Family Promise of Las Vegas*

19 /s/ Robert T. Warhola

20 Robert T. Warhola

21 Chief Deputy District Attorney – Civil Division

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25 *Attorneys for Clark County Social Services*

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Family Promise of Las Vegas,
Plaintiff(s)

CASE NO: A-21-843845-C

7
8 vs.

DEPT. NO. Department 14

9 TRRAC LLC, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

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

15 Service Date: 8/11/2022

16 Maralea Royal maralea@royalmileslaw.com

17 Ashley Schmitt aschmitt@royalmileslaw.com

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20 Robert Warhola Robert.Warhola@ClarkCountyDA.com

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23

24

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