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DISTRICT COURT

CLARK COUNTY, NEVADA

ANDREA COLLIER, as trustee of the JACT
TRUST,

Plaintiff,

vs.

PENNIE MOSSETT-PUHEK, individually;
ANTHEM HIGHLANDS COMMUNITY
ASSOCIATION, a Nevada Non-Profit
Corporation; DOES I through X and ROE
BUSINESS ENTITIES I through X, inclusive,

Defendants.

Case No.: A-22-852032-C

Dept. No.: 8

**DEFENDANT, PENNIE MOSSETT-
PUHEK'S REPLY IN SUPPORT OF
DEFENDANT'S MOTION TO DISMISS,
OR ALTERNATIVELY, MOTION FOR
SUMMARY JUDGMENT, AND
RESPONSE TO PLAINTIFF ANDREA
COLLIER'S COUNTERMOTION FOR
LEAVE TO AMEND**

COMES NOW Defendant, PENNIE MOSSETT-PUHEK ("Mossett-Puhek"), by and
through her counsel of record, the law firm FREEMAN MATHIS & GARY LLP, hereby replies
to Plaintiff ANDREA COLLIER's ("Plaintiff") opposition to Mossett-Puhek's Motion to
Dismiss, or Alternatively, Motion for Summary Judgment. Mossett-Puhek also herein objects to,
moves to strike or, alternatively, moves to sever as procedurally improper, and responds in
opposition to Plaintiff's included rogue Countermotion for Leave to Amend. Finally, Mossett-
Puhek herein objects to and moves to strike Plaintiff's included rogue motion and/or request to
extend all discovery and related deadlines as procedurally improper.

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. FACTUAL AND PROCEDURAL BACKGROUND**

3 **a. Introduction**

4 Defendant PENNIE MOSSETT-PUHEK (“Mossett-Puhek”) filed her Motion to Dismiss,
5 or Alternatively, Motion for Summary Judgment (“Motion”) on May 18, 2023 based on Plaintiff
6 ANDREA COLLIER’s (“Plaintiff”) failure to comply with the mandatory requirement pursuant to
7 NRS 38.310 to engage in Nevada Real Estate Division (“NRED”) mediation with Mossett-Puhek
8 prior to filing her civil action against Mossett-Puhek. Immediately thereafter, as Plaintiff concedes,
9 Mossett-Puhek reasonably agreed to extend Plaintiff’s opposition briefing deadline by a period of
10 two months (from early June to early August, 2023) in part to facilitate the completion of the
11 required NRED mediation process. Despite the reasonable accommodations made by Mossett-
12 Puhek, the NRED ADR process has not been completed as of the present time.

13 On August 4, 2023, Plaintiff filed her opposition and included two rogue countermotions
14 just six days before Mossett-Puhek’s and co-defendant ANTHEM HIGHLANDS COMMUNITY
15 ASSOCIATION (“Anthem”) response would be due and just thirteen days before the hearing date
16 set for Mossett-Puhek’s Motion. Although Mossett-Puhek was agreeable to an extension for
17 Plaintiff’s date of opposition to Mossett-Puhek’s Motion, it is procedurally improper and
18 fundamentally unfair to the Defendants for Plaintiff’s rogue countermotion to amend and rogue
19 motion to extend discovery to be considered in such a short timeframe. Plaintiff’s rogue motions
20 should be stricken or must at least be severed and set for response dates and a hearing in the normal
21 course to allow Defendants the standard 14-day timeframe to oppose such motions.

22 Plaintiff’s opposition fails to establish that a NRED ADR mediation occurred with Mossett-
23 Puhek or that the required process was otherwise completed and thus has not satisfied the
24 mandatory requirement under NRS 38.310 prior to commencing suit. Plaintiff’s incomplete efforts
25 to serve Mossett-Puhek with NRED Alternative Dispute Resolution (“ADR”) paperwork over an
26 eight-day period does not amount to completion of the NRED ADR process required under NRS
27 38.310. Likewise, Mossett-Puhek’s physical presence in her capacity as a boardmember during
28 Plaintiff’s NRED mediation with Anthem does not satisfy the requirement with respect to the

1 claims made directly against Mossett-Puhek. Plaintiff's contention that individual persons simply
2 due to their presence on a HOA board do not need to undergo NRED ADR is legally invalid under
3 NRS 38.310. Finally, Plaintiff's proposals for a possible mediation with the parties of the present
4 case has no bearing on the NRED ADR process whatsoever.

5 Plaintiff's claims against Mossett-Puhek each arise from the allegations of retaliation/
6 targeting/harassment based on unequal enforcement of violations based on the CC&Rs and HOA
7 rules. Plaintiff's claims as alleged must now be dismissed for her failure to participate in the
8 mandatory mediation with Mossett-Puhek prior to filing this civil action. Mossett-Puhek, an
9 individual must be taken to ADR even if she is a HOA boardmember. Plaintiff's rogue
10 counter motions should also be stricken and/or severed so they may be briefed in the normal course
11 pursuant to EDCR 2.20, NRCR 11(b), NRCR 7(b), and fundamental notions of fairness.

12 **b. Plaintiff Has Still Failed to Complete the NRED ADR Process**

13 Despite the complicated nature of Plaintiff's opposition, the argument for Mossett-Puhek's
14 Motion is still simple. NRED ADR has not been completed with Mossett-Puhek as is required
15 prior to bringing claims against an individual party, such as Mossett-Puhek. Plaintiff's meandering
16 opposition sets forth a number of issues relating to the NRED ADR process and the initial service
17 issues she apparently encountered. But, Plaintiff has not completed any NRED ADR as no such
18 mediation or related process occurred. Failed service attempts over an eight-day period cannot
19 legally amount to a completed of the NRED ADR process as required under NRS 38.310.

20 Mossett-Puhek intended on completing the mandatory NRED ADR mediation process with
21 Plaintiff on her own to try to keep legal fees low due to an ongoing insurance renewal that Anthem
22 was going through during May of 2023. Mossett-Puhek has every right to represent herself during
23 the NRED ADR process. Mossett-Puhek thus did not authorize defending counsel to participate
24 or accept service of the NRED ADR paperwork since she wanted to go through the process alone.

25 It is understood Plaintiff immediately initiated the NRED ADR process in late May, 2023.
26 Mossett-Puhek had scheduled a pre-paid trip to Portugal to occur in late May and Early June, 2023.
27 Unbeknownst to Mossett-Puhek, over an 8-day period from June 1 to June 8, 2023, Plaintiff
28 attempted surprise service of the NRED ADR paperwork on four occasions which began during

1 the timeframe Mossett-Puhek was out of the country traveling in Portugal. On one occasion,
2 Plaintiff's process server apparently spoke to either Mossett-Puhek's neighbor or Mossett-Puhek's
3 husband and was advised that Mossett-Puhek was out of the country. It is not disputed that
4 Plaintiff's process server failed to serve Mossett-Puhek with the NRED ADR paperwork.

5 After the initial service attempts, Plaintiff communicated the process service issues to
6 Mossett-Puhek's counsel in concert with a number of other communicated items with respect to
7 the ongoing case, including the forthcoming depositions. Mossett-Puhek's counsel attempted to
8 work with Plaintiff regarding Plaintiff's initial inability to serve Mossett-Puhek with the NRED
9 ADR paperwork by passing on the information to Mossett-Puhek.

10 However, rather than asking for Mossett-Puhek's availability to accept service or otherwise
11 reasonably working with Mossett-Puhek to conveniently complete service, Plaintiff went on the
12 offensive and accused Mossett-Puhek (and in some instances, Mossett-Puhek's counsel) of
13 "gamesmanship" due to Plaintiff's frustration with not being able to immediately complete NRED
14 ADR paperwork service. Throughout, Plaintiff reiterated her position that she did not believe
15 NRED ADR was even necessary as to Mossett-Puhek. Plaintiff also communicated her belief that
16 NRED had given Plaintiff a "right to sue" letter. When asked to provide this apparent "right to sue"
17 letter, Plaintiff sent the NRED correspondence that the claim was presently "closed" based on the
18 affidavit of due diligence that service of process was not completed. Plaintiff demanded that
19 Mossett-Puhek's present Motion be vacated given Plaintiff's belief that a few attempts at service
20 of process equates to the satisfaction of the mandatory ADR mediation process required under NRS
21 38.310. Mossett-Puhek disagreed.

22 Thereafter, as clearly documented, Mossett-Puhek authorized her counsel to further explain
23 the circumstances of Mossett-Puhek's prior unavailability due to her travel, which Mossett-Puhek
24 reasonably believed had already been communicated to Plaintiff's counsel. *See Exhibit 14* to
25 Plaintiff's Opposition to Mossett-Puhek's Motion to Dismiss – June 30, 2023, correspondence from
26 Mossett-Puhek's counsel to Plaintiff. Mossett-Puhek communicated that Plaintiff's hasty service
27 attempts starting during the time period Mossett-Puhek was out of the country were not made in
28 good faith and that any closure of the NRED ADR process was premature (particularly given the

1 45-day window for service of the NRED paperwork was still open). *See id.* To assist with
2 completing service, Mossett-Puhek communicated her availability to accept service on “Mondays-
3 Thursdays between 5:00-6:00 P.M.” *See id.* Mossett-Puhek’s counsel even volunteered to relay to
4 Mossett-Puhek what time Plaintiff’s process server intended on effectuating service so there would
5 be no further service issuer. *See id.* Mossett-Puhek disagreed with Plaintiff’s assertion that NRED
6 ADR was complied with since Mossett-Puhek was not even served with the ADR paperwork. No
7 further service attempts by Plaintiff were made to Mossett-Puhek.

8 Two weeks later, following the July, 2023 status hearing in this matter, Plaintiff’s counsel
9 next contacted Mossett-Puhek’s counsel to request proof (“such as an airline ticket”) that Mossett-
10 Puhek was indeed traveling out of the country in early June, 2023. *See Exhibit 15* to Plaintiff’s
11 Opposition to Mossett-Puhek’s Motion to Dismiss – July 13, 2023, email correspondence from
12 Plaintiff’s counsel to Mossett-Puhek’s counsel. Plaintiff’s counsel demanded the motion deadlines
13 be continued despite making any further effort to serve the NRED ADR paperwork. *See id.*
14 Plaintiff’s counsel wrote “it seems the remedy is for us to complete the NRED program (to the
15 extent it applies and we haven’t already done so).” *See id.* Finally, Plaintiff’s counsel wrote in the
16 same email: “It seems like the parties should be working together (which could include your office
17 accepting service, especially given the prior gamesmanship as it relates to service).” *See id.*

18 The very next day, on July 14, 2023, Mossett-Puhek’s counsel responded to Plaintiff,
19 provided proof of Mossett-Puhek’s airline ticket from United Airlines and offered to accept service
20 of the NRED ADR paperwork on behalf of Mossett-Puhek. *See Exhibit 17* to Plaintiff’s Opposition
21 to Mossett-Puhek’s Motion to Dismiss – July 14 correspondence from Mossett-Puhek’s counsel to
22 Plaintiff’s counsel. *See id.* Mossett-Puhek’s counsel also advised that NRED had been contacted
23 about Plaintiff’s previously closed claim and that Mossett-Puhek was awaiting a response about re-
24 opening it. Once again, despite Mossett-Puhek’s counsel’s authorization to accept service of the
25 NRED ADR paperwork, no such paperwork was provided by Plaintiff.

26 On July 18, 2023, Plaintiff’s counsel contacted Mossett-Puhek’s counsel and once again
27 reiterated Plaintiff’s position that NRED ADR had somehow already been completed. *See Exhibit*
28 *18* to Plaintiff’s Opposition to Mossett-Puhek’s Motion to Dismiss – July 18 email correspondence

1 from Plaintiff's counsel to Mossett-Puhek. In the letter, it was communicated Plaintiff would not
2 authorize any re-opening of NRED. *See id.* Plaintiff's position was also a surprise to Mossett-Puhek
3 who had just authorized counsel to accept service of the NRED paperwork based on Plaintiff's
4 request that counsel do so. Plaintiff thus appeared to be talking out of both sides of her mouth.

5 Despite no further effort to serve Mossett-Puhek and despite maintaining Plaintiff's position
6 that NRED ADR was completed, Plaintiff again requested the hearing deadlines be extended. *See*
7 *id.* Since Plaintiff communicated she had no further intention to go through the NRED ADR process
8 with Mossett-Puhek, no extension was granted. *See id.*

9 On July 20, 2023, Mossett-Puhek's counsel responded again to Plaintiff to make Mossett-
10 Puhek's position perfectly clear that the NRED ADR process was not completed. *See Exhibit 19*
11 to Plaintiff's Opposition to Mossett-Puhek's Motion to Dismiss – July 20 correspondence regarding
12 position on NRED. Mossett-Puhek had passed on the prior communications to NRED and
13 understood that all Plaintiff needed to do was request NRED re-open her claim so the process could
14 be started. *See id.* Plaintiff has simply refused to do so despite the knowing statutory requirement.
15 Plaintiff's attempt to shortcut the statutorily required pre-litigation ADR process cannot be allowed.

16 **c. Plaintiff's Rogue Countermotion to Amend and Motion to Extend**

17 Within Plaintiff's opposition to Mossett-Puhek's Motion to Dismiss, or Alternatively,
18 Motion for Summary Judgment, Plaintiff has improperly filed a rogue Countermotion for Leave to
19 Amend and has include a request to extend discovery and all related dates. Plaintiff's rogue
20 motions should be stricken or, in the alternative, severed as it is procedurally improper under NRCP
21 11(b) and it fails to meet the basic standards for a motion filed with this Court, pursuant to NRCP
22 7(b).

23 Even if the motions were considered on their merits, such motions should be denied as they
24 lack legal basis in fact or law. The majority of Plaintiff's countermotion for leave to amend
25 includes some additional facts accrued during discovery that may support the detailed allegations
26 Plaintiff has already levied against Anthem and Mossett-Puhek. There are no new facts to support
27 a legal basis to bring Terra West Management Company ("Terra West") and property manager,
28 Carmen Eassa ("Eassa"), into the case. Plaintiff's blanket conclusion that Terra West and Eassa

1 “fell below the standard of care” contains no legal basis as to why Terra West and Eassa should
2 now be included and is wholly unsupported even by the litany of “new” evidence Plaintiff includes
3 in her countermotion. Furthermore, Plaintiff has been aware of Terra West and Eassa’s
4 involvement in this case since March of 2021 and thus has had more than two years to include such
5 parties if there was any legal basis. As Plaintiff’s countermotion does not support any basis to
6 amend and add the new parties, her motion for leave to amend and to extend discovery and related
7 dates should be denied.

8 II. LEGAL ARGUMENT

9 a. Mossett-Puhek’s Motion Should be Granted as Plaintiff Has Still Failed to 10 Comply with the Pre-Litigation Mediation Requirement in NRS 38.310

11 Plaintiff still cannot dispute she failed to abide by NRS 38.310’s statutory requirement.
12 Pursuant to the statute, where a plaintiff commences a civil action in violation of NRS 38.310,
13 dismissal is mandatory. Accordingly, this Court must dismiss Plaintiff’s claims against Mossett-
14 Puhek for failure to engage in mediation with Mossett-Puhek prior to filing the civil action.

15 Plaintiff’s claims are based on the interpretation, application, and/or enforcement of
16 Anthem Highlands’ CC&Rs or its HOA’s rules. Plaintiff alleges that she is a trustee of the JACT
17 Trust, which holds title to real property in the common interest community of Anthem Highlands.
18 See Complaint, at ¶¶ 1, 3, 9. Anthem Highlands is governed by the Anthem HOA, of which
19 Mossett-Puhek was an officer and/or director. Id. at ¶¶ 2-3. However, Plaintiffs claims target
20 Mossett-Puhek in her individual capacity. See generally id.

21 Plaintiff’s factual allegations include disputations regarding the CC&Rs and the HOA rules,
22 but every cause of action heavily relies on Plaintiff’s objections to the purportedly improper
23 interpretation, application, and/or enforcement of the same by Defendants. See, e.g. id. at ¶ 64-66
24 (claiming she experienced retaliation and harassment involving her property in violation of
25 the “governing documents” and NRS 116); id. at ¶¶ 70-79 (claiming breach of contract based on
26 violations of the governing documents and Anthem HOA’s improper interpretation, application,
27 and inequitable enforcement of the same); id. at ¶¶ 82-85 (claiming breach of covenant of good
28 faith and fair dealing against Defendants based on a failure to perform in a manner that was faithful

1 to the spirit of the governing documents); id. at ¶¶ 91-92 (claiming breach of fiduciary duty based
2 on issues related to Defendants' enforcement and violation actions as related to unit owners in
3 accordance with the governing documents); id. at ¶¶ 96-97 (requesting declaratory relief in
4 accordance with the governing documents with respect to Plaintiff's specific noticed violations of
5 the CC&Rs).

6 Plaintiff's claims all require the interpretation, application, or enforcement of CC&Rs to
7 resolve the claims, and as such, they are subject to NRS 38.310's requirements for mediation or
8 ADR with Ms. Puhek. See *Saticoy Bay, LLC, Series 9720 Hitching Rail v. Peccole Ranch Cmty.*
9 *Ass'n*, 137 Nev. 516, 520, 495 P.3d 492, 497 (2021). Despite Mossett-Puhek's reasonable attempts
10 to make NRED ADR possible during the past months, Plaintiff has still failed to complete any
11 mediation or other alternative dispute resolution of her claims against Mossett-Puhek. Thus, the
12 claims against her must be dismissed at this time.

13 Initially, Plaintiff's argument that Mossett-Puhek's presence during the prior mediation
14 between Plaintiff and Anthem does not support a finding that pre-litigation mediation was
15 completed as to Mossett-Puhek. As stated in the Division's Alternative Dispute Resolution Process
16 Overview form, all respondents must not only be listed on the form, but they must also be properly
17 served with various claim documents pursuant to NRCP 4. See **Exhibit B** to Mossett-Puhek's
18 Motion to Dismiss (*emphasis added*). For each respondent, Plaintiff was required to provide a
19 copy of a completed Affidavit of Service form, which was to be completed by the process server
20 and properly notarized and returned to the Division. See id. at pp. 4-5 (delineating how service
21 must be made, what must be included in service, and stating, "If there are multiple respondents,
22 each respondent must be separately served with the set of documents described above and a
23 separate Affidavit of Service must be filed for each individual respondent."). In relation to the prior
24 mediation Plaintiff had with Anthem, the undisputed evidence shows that no such service was ever
25 effectuated with respect to Mossett-Puhek, nor can Plaintiff provide any completed Affidavit of
26 Service form with respect to her claims against Mossett-Puhek as a respondent to the mediation.

27 Seemingly acknowledging this deficiency following Mossett-Puhek's filing of the subject
28 Motion to Dismiss, Plaintiff filed a NRED ADR form in May, 2023. However, as detailed at length

1 in the introduction above, Plaintiff failed to serve Mossett-Puhek to get the process started or
2 otherwise adequately complete the ADR process. Instead, Plaintiff's process server made four
3 attempts to serve Mossett-Puhek at time Mossett-Puhek was either out of the country or otherwise
4 not at home. During the weeks that followed, Mossett-Puhek provided Plaintiff with her weeknight
5 availability for service of the NRED documents and then even provided authority for her defense
6 counsel to accept service to initiate the process. But instead of working through the statutorily
7 required process with Mossett-Puhek, Plaintiff communicated a belief that no such process was
8 needed and otherwise refused to re-open her NRED ADR claim even after requesting that defense
9 counsel accept service of the documents.

10 Plaintiff improperly attempts to rely upon a conversation Plaintiff's counsel had with
11 Rhonda Galvin of NRED to support her argument that individual boardmembers somehow do not
12 need to be separately listed as part of a mediation prior to a lawsuit being filed. *See* Plaintiff's
13 Opposition and Countermotion at 3:16-4:5. However, Plaintiff's opposition concedes in footnote
14 5 that "The Division cannot provide legal advice..." *See id.* at 3:27-28 (footnote 5). It is the Court
15 that determines the applicability of NRS 38.310 as to individually named persons in a lawsuit, not
16 a representative of NRED. There is no written exception to the pre-suit mediation requirements
17 within NRS 38.310 regarding individually named boardmembers when a mediation has occurred
18 with the HOA. Further, there is no inability to locate Mossett-Puhek. An individual boardmember,
19 such as Mossett-Puhek, must be served and allowed to participate in the ADR process.

20 Were Plaintiff's position that a few service attempts over an approximate weeklong period
21 be sufficient to satisfy the requirements of NRS 38.310 be accepted as sufficient, then any plaintiff
22 could shortcut and escape the statutorily required mediation by making a few vain service attempts,
23 securing an affidavit of due diligence for service of process and filing a complaint. A few service
24 attempts are not sufficient to complete the required ADR process. This is even more apparent
25 where, as here, Mossett-Puhek provided her availability to accept service and then ultimately even
26 allowed defense counsel to accept service of the documents. Plaintiff has not completed the ADR
27 process as to Mossett-Puhek and Plaintiff's claims against Mossett-Puhek must now be dismissed.

28

1 **b. Plaintiff's Rogue Countermotion for Leave to Amend and Motion to Extend**
2 **Should be Stricken or Severed as Procedurally Improper**

3 Plaintiff's consolidated rogue countermotion for leave to amend her complaint and for
4 extension of discovery deadlines should be stricken or, at least, severed and set for their own
5 briefing schedule and hearing date. Plaintiff's inclusion of such rogue motions is procedurally
6 improper. Such motions cannot be merely attached to an opposition briefing; rather, they require
7 their own independent submission to this Court for its consideration, and, where appropriate, a
8 separately assigned hearing date. *See, e.g.*, NRCp 11(b); *see also* EDCR 2.20.

9 EDCR 2.20(f) sets forth that a valid Countermotion must be "related to the same subject
10 matter" as the original motion to be considered at the same hearing date and time as the original
11 motion. A countermotion which does not concern the same subject as the original motion should
12 either not be considered or severed and assigned its own hearing date in order to allow complete
13 briefing. The parties must get 14 days to oppose any motion after a motion is filed. EDCR 2.20(e).

14 Here, Collier filed an opposition that addresses Mossett-Puhek's Motion, but also filed a
15 rogue countermotion on a different subject, the amendment of the Complaint to assert causes of
16 action as to two new proposed Defendants, Eassa and TerraWest. The countermotion was filed
17 fewer than 14 days prior to the hearing date of the original motion on August 17th. The
18 countermotion does not relate to Mossett-Puhek's Motion and Mossett-Puhek requests the
19 countermotion either be stricken or at least severed and not heard on August 17, 2023. If severed,
20 the Court should direct the countermotion to be re-filed on its own so a full opposition can be made.

21 **c. Plaintiff's Rogue Motions Should be Denied**

22 "Rule 15(a) of the Nevada Rules of Civil Procedure clearly provides that leave to amend
23 shall be freely given when justice so requires. This does not, however, mean that a trial judge
24 may not, in a proper case, deny a motion to amend. If that were the intent, leave of court would not
25 be required. A motion for leave to amend is addressed to the sound discretion of the trial
26 court..." *Stephens v. S. Nev. Music Co.*, 89 Nev. 104, 105, 507 P.2d 138, 139 (1973). Valid reasons
27 to deny a motion for leave to amend include "undue delay, bad faith or dilatory motive on the part
28 of the movant..." *See id.* at 105-106.

1 Plaintiff's motion to amend should be denied as it was brought with undue delay at the
2 deadline and has a dilatory motive of further extending out the case deadlines in a matter that has
3 already been extended. Plaintiff has known about the operative facts relating to Eassa and Terra
4 West's involvement dating back to as early as March of 2021. Plaintiff has been aware of Eassa
5 and Terra West's actions and has even communicated with Eassa and Terra West during each of
6 the HOA board meetings as alleged in her operative complaint and during the timeframe Plaintiff
7 was issued certain violations and responded to them, which form the basis of her allegations of
8 wrongdoing by Anthem and Mossett-Puhek. The two paragraphs in Plaintiff's countermotion are
9 not factual and fail to set forth good cause that Terra West or Eassa fell below the standard of care.

10 Instead, Plaintiff delayed in attempting to set forth potential causes of action against Terra
11 West and Eassa with the dilatory motive of further extending the present case against Anthem and
12 Mossett-Puhek. Plaintiff has known the facts of this dispute for over two years and simply seeks
13 to reset discovery after not diligently pursuing a matter against Eassa and TerraWest originally.

14 Plaintiff's countermotion should be denied as it was brought with undue delay and with a
15 dilatory motive of further extending the present dispute against Anthem and Mossett-Puhek.

16 III. CONCLUSION

17 For the reasons stated herein, Mossett-Puhek's Motion to Dismiss or Alternatively, Motion
18 for Summary Judgment should be GRANTED as Plaintiff failed to complete the statutorily required
19 ADR process directly with Mossett-Puhek. Plaintiff's Countermotion to Amend should be denied
20 as brought without good cause or alternatively severed so it may be briefed in the normal course.

21 DATED this 10th day of August 2023.

22
23 FREEMAN MATHIS & GARY, LLP

24 /s/Derek R. Noack

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PROOF OF SERVICE
Andrea Collier v. Pennie Mossett-Puhek, et al.
Case No.: A-22-852032-C

The undersigned does hereby declare that I am over the age of eighteen (18) years and not a party to the within entitled action. I am employed by Freeman Mathis and Gary LLP. 550 South Hope Street, Suite 2200, Los Angeles, CA 90071. I am readily familiar with Freeman Mathis and Gary LLP's practice for collection and processing of documents for delivery by way of the service indicated below.

On August 10, 2023 I served the following document(s):

**DEFENDANT, PENNIE MOSSETT-PUHEK'S REPLY IN SUPPORT OF
DEFENDANT'S MOTION TO DISMISS, OR ALTERNATIVELY, MOTION FOR
SUMMARY JUDGMENT, AND RESPONSE TO PLAINTIFF ANDREA COLLIER'S
COUNTERMOTION FOR LEAVE TO AMEND**

on the interested party(ies) in this action as follows:

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X By Electronic Service. Pursuant to Administrative Order 14-2 and Rule 9 of the NEFCR, I caused said documents(s) to be transmitted to the person(s) identified in the E-Service List for this captioned case in Odyssey E-File & Serve of the Eighth Judicial District Court, County of Clark, State of Nevada. A service transmission report reported service as complete and a copy of the service transmission report will be maintained with the document(s) in this office.

By Mail. By placing said document(s) in an envelope or package for collection and mailing, addressed to the person(s) at the address(es) listed above, following our ordinary business practices. I am readily familiar with the firm's practice for collection and processing of mail. Under that practice, on the same day that mail is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service, in a sealed envelope or package with the postage fully prepaid.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

/s/ Lourdes Lordon
An employee of FREEMAN MATHIS AND GARY LLP