City of Las Vegas

STAFF REPORT

HISTORIC PRESERVATION COMMISSION MEETING DATE: 10/28/15
DEPARTMENT: PLANNING
ITEM DESCRIPTION: Report by Department of Planning regarding the status of the Huntridge Theatre, located at 1208 East Charleston Boulevard (APNs 162-02-110-016 and 16202110017), C-2 (General Commercial) Zone, Ward 3 (Coffin)

BACKGROUND

09/24/08 The Historic Preservation Commission approved a selection of plaques for properties listed on the National Register of Historic Places within the city of Las Vegas, including the Huntridge Theatre (HPC-30085).

01/10/12 The Planning Commission denied an application for a Special Use Permit (SUP-43985) for a Secondhand Dealer located at 1208 East Charleston Boulevard (APN 162-02-110-016), Ward 3 (Coffin).

05/19/15 The Special Commission for the Las Vegas Centennial approved a grant request in the amount of $1,000,000 for the acquisition of the Huntridge Theater.

ANALYSIS

At the September 23, 2015 HPC meeting, the Commission requested an update on the status of the Huntridge Theatre, located at 1208 East Charleston Boulevard.

History
The Huntridge Theatre was constructed in 1944 as part of the Huntridge Neighborhood housing development, built in 1942. Designed by renowned theater architect S. Charles Lee, the Streamline Moderne style building was the premiere theater of the time. During the nearly 50 years of its operation, the Huntridge hosted many famous personalities promoting their latest films, including Abbott and Costello, Frank Sinatra, Judy Garland, Jerry Lewis, Marlene Dietrich and Vincent Price. The Huntridge Theatre is listed on the state and National Register of Historic Places.

Current Status
The building is owned by Trustee Clark County Treasurer and King George, LLC. Currently the building is vacant.

Multiple code enforcement complaints have been filed on the property for vandalism, trash and debris, graffiti, non-permitted business activity occurring on-site, transients living on-site, non-permitted outdoor storage of vehicles and trailers, and for the building not being secured allowing for internal access to the structure. The most recent complaint filed with Code

Enforcement on 10/13/15 for trash and abandoned shopping carts was inspected on 10/14/15 where staff observed a broken window with an unsecured board in front of it, and shopping carts along the front and rear of the structure. Code Enforcement issued a violation notice to the property owner via certified mail and a follow-up inspection is scheduled for 10/28/15.

The Huntridge Foundation monitors the condition of the building. Please see attached email from the Huntridge Foundation for information on their current activities.

The State of Nevada has filed a lawsuit against King George, LLC on behalf of the Nevada Commission for Cultural Affairs (now Commission for Cultural Centers and Historic Preservation – CCCHP).

The lawsuit seeks to recover the $1.2 million in CCCHP grant monies received in 1997 by a previous owner, stating that the current owners did not respect the stipulations within the grant covenant. The trial is scheduled for May 2015.

The covenant required the following:

- The property must be maintained in order to protect the historic qualities.
- No visual or structural alterations will be made to the building without SHPO review and approval.
- The State, including CCCHP commissioners, will have the right to inspect the property with prior notice to the property owners.
- The property must be open to public at least 12 times per year with public notice.

None of these stipulations was met by the current owners.

STAFF RECOMMENDATION

NO ACTION REQUIRED

BACKUP DOCUMENTS

- Image and aerial of the Huntridge Theatre
- Email from the Huntridge Foundation, 10/14/15
- First Amended Complaint for Breach of Covenant and Demand for Jury Trial, 03/05/14

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S MARYLAND PKWY

CM

Courtney Mooney

Subject: FW: FW: Huntridge Theatre

From: Melissa Clary [mailto:mclary121@gmail.com]
Sent: Wednesday, October 14, 2015 4:09 PM
To: Nicole Eddowes
Subject: Re: Huntridge Theatre

The status of the historic Huntridge Theatre is now rapidly deteriorating due to the negligence by the owners to maintain and monitor it. Since the Huntridge Revival, LLC has abandoned efforts to acquire the building, the Huntridge Foundation aims to pick up the effort to find an appropriate investor or investors interested in preserving and restoring the building and property.

No Trespassing signage was recently painted on the building thanks to Building Code Enforcement through our conversation with Courtney Mooney, in an effort to curb the vagrant activities and enforce against break-ins and vandalism. The Foundation continues to actively monitor the welfare of the building and communicate issues to the state of Nevada and city of Las Vegas accordingly. President Daniel Roberts will serve as a witness in the state lawsuit against the owners in the May 2016 trial at Clark County District Court. Huntridge Neighborhood residents living south of the theatre continually put in Health District complaints regarding the alleyway and theatre perimeter's poor sanitary conditions.

The Foundation also continues its Memory Project to document the historical artifacts and memorabilia associated with the theatre. The Foundation also obtained a grant through Nevada Humanities to produce a public exhibit on the Huntridge Theatre this fiscal year. We invite the HPC to join us in the effort to curate this exhibit if there is any interest from members.

We also highly recommend the HPC recommend the Huntridge Theatre for nomination to the city's local historic register. This added recognition will provide further protection and enable improved enforcement of the building and its proper maintenance.

Melissa Clary

Co-founder and Secretary

The Huntridge Foundation

Melissa Clary

702.277.4566

Electronically Filed
03/05/2014 02:53:40 PM

CLERK OF THE COURT

ACOM
CATHERINE CORTEZ MASTO
Nevada Attorney General
Shane S. Chesney
Senior Deputy Attorney General
schesney@ag.nv.gov
Nevada State Bar No. 6933
100 N. Carson Street
Carson City, NV 89701
Telephone: (775) 684-1215
Fax: (775) 684-1108
Attorneys for Plaintiff

Attorney General's Office
100 N. Carson Street
Carson City, Nevada 89701-4717

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

STATE OF NEVADA, COMMISSION FOR CULTURAL AFFAIRS, Plaintiff, v. ELI MIZRACHI, ECT HOLDING, L.L.C., KING GEORGE, L.L.C., and DOES I–XX inclusive, Defendants.	**CASE NO. A-14-696982-C** **DEPT. NO. XXVII** Affirmation Pursuant to NRS 239B.030: The undersigned hereby affirms that this document does not contain the personal information of any person(s).

FIRST AMENDED COMPLAINT FOR BREACH OF COVENANT AND DEMAND FOR JURY TRIAL

Plaintiff, State of Nevada, Commission for Cultural Affairs, hereby complains as follows against Defendants, Eli Mizrachi, ECT Holding, L.L.C., King George, L.L.C., and Does I–XX inclusive.

PARTIES

1. The Commission for Cultural Affairs ("CCA") is established by state law (NRS 233C.200, et. seq.) to advise the State on matters pertaining to the preservation and promotion of Nevada's cultural resources. The Commission is composed of representatives of the Nevada Humanities Committee, the Board of Museums and History, the Nevada Arts Council, the State Council on Libraries and Literacy, and the tourism industry. Each year the

Commission awards financial assistance, made possible through the State's bonding program, to governmental entities and nonprofit organizations conducting projects that preserve and protect historic buildings used to develop a network of cultural centers and activities. Private property owners are not eligible.

2. Eli Mizrachi, ECT Holding, L.L.C., King George, L.L.C., and Does I–XX inclusive, are individuals, limited liability companies, corporations, or other entities which either jointly or severally own real property with a building named the Huntridge Theater ("Huntridge") located at 1208 East Charleston Blvd., Las Vegas, Nevada 89104, appraiser's parcel number, 162-02-110-016.

FACTUAL ALLEGATIONS

3. On September 20, 1994 the owner of the Huntridge, Friends of the Huntridge Theatre, Inc., entered into a covenant ("Covenant #1") with the CCA in consideration for a $300,000 grant. Covenant #1 runs with the property and is binding on all successors, heirs, assignees, or leases. Covenant #1 was duly recorded at the Clark County Recorder's Office. Covenant #1 expires on May 15, 2014. *See* Exhibit 1.

4. On February 4, 1997 the owner of the Huntridge, Friends of the Huntridge Theatre, Inc., entered into a covenant ("Covenant #2") with the CCA in consideration for a $300,000 grant. Covenant #2 runs with the property and is binding on all successors, heirs, assignees, or leases. Covenant #2 was duly recorded at the Clark County Recorder's Office. Covenant #2 expires on May 15, 2014. *See* Exhibit 2.

5. On June 19, 1997 the owner of the Huntridge, Friends of the Huntridge Theatre, Inc., entered into a covenant ("Covenant #3") with the CCA in consideration for a $765,849.35 grant. Covenant #3 runs with the property and is binding on all successors, heirs, assignees, or leases. Covenant #3 was duly recorded at the Clark County Recorder's Office. Covenant #3 expires on July 1, 2017. *See* Exhibit 3.

6. Covenant #1, Covenant #2, and Covenant #3 are the same except as to consideration and expiration. Thus, all deed restrictions and/or duties required of the owner of the Huntridge are identical.

Attorney General's Office
100 N. Carson Street
Carson City, Nevada 89701-4717

7. Covenant #1, Covenant #2, and Covenant #3 include as a remedy for breach of those covenants, the filing of a suit in law or equity to obtain the return of funds granted.

8. The Huntridge was purchased by the Defendants in 2002.

9. Defendants contacted CCA by correspondence dated January 7, 2002 to notify CCA of their purchase of the Huntridge and their intent to work with CCA in the upcoming years. *See* Exhibit 4.

10. Defendants were notified by CCA of Covenant #1, Covenant #2, and Covenant #3 and the restrictions and duties contained therein and required of Defendants as new owners of the Huntridge by correspondence dated March 6, 2002. *See* Exhibit 5.

BREACH OF COVENANT

11. Covenant #1, Covenant #2, and Covenant #3 require the owner of the Huntridge to assume the cost of the continued maintenance and repair of the Huntridge so as to preserve the architectural, historical, cultural and/or archeological integrity of the same, in order to protect and enhance those qualities which make it historically significant as determined by the State Historic Preservation Officer. Defendants have breached this provision of Covenant #1, Covenant #2, and Covenant #3 by failing to perform these duties as required.

12. Covenant #1, Covenant #2, and Covenant #3 restrict the owner of the Huntridge from allowing visual or structural alterations to the property without prior permission. Defendants have breached this provision of Covenant #1, Covenant #2, and Covenant #3 by allowing such visual and structural alteration without permission.

13. Covenant #1, Covenant #2, and Covenant #3 require the owner of the Huntridge to allow the CCA to inspect the Huntridge at all reasonable times, in order to ascertain whether or not the conditions of the covenants are being observed. Defendants have breached this provision of Covenant #1, Covenant #2, and Covenant #3 by not allowing inspection at reasonable times by the CCA.

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Carson City, Nevada 89701-4717

14. Covenant #1, Covenant #2, and Covenant #3 require that Huntridge be open to the public no less than twelve (12) days a year on an equitable spaced basis. Defendants have breached this provision of Covenant #1, Covenant #2, and Covenant #3 by not having the Huntridge open twelve (12) days a year to the public. Rather, Defendants have closed the Huntridge for years at a time.

15. Covenant #1, Covenant #2, and Covenant #3 require notice in the newspaper when the Huntridge is closed to the public for CCA assisted improvements made not visible from the public way as well as annual documentation of such notice to the CCA coordinator, the State Historic Preservation Office. Defendants have breached this provision of Covenant #1, Covenant #2, and Covenant #3 by neither providing the required notice nor annual documentation.

DEMAND FOR TRIAL BY JURY

Plaintiff State of Nevada hereby demands a trial by jury on all claims and factual issues in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants and each of them as follows:

1. For the return of the grant monies in the amount of $300,000 for Breach of Covenant #1.

2. For the return of the grant monies in the amount of $300,000 for Breach of Covenant #2.

3. For the return of the grant monies in the amount of $765,849.35 for Breach of Covenant #3.

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Attorney General's Office
100 N. Carson Street
Carson City, Nevada 89701-4717

4. For reasonable attorneys' fees and costs incurred herein.

5. For such other and further relief as the court may deem just and proper.

DATED this 5th day of March, 2014.

CATHERINE CORTEZ MASTO
Attorney General

By: /s/ Shane S. Chesney
SHANE S. CHESNEY
Senior Deputy Attorney General
Attorneys for the State of Nevada,
Commission on Cultural Affairs

Attorney General's Office
100 N. Carson Street
Carson City, Nevada 89701-4717

Exhibit "1"

ATTACHMENT B

COVENANTS

These Covenants are made and entered into between the State of Nevada, acting by and through the Commission for Cultural Affairs, hereinafter referred to as "STATE" and Friends of the Hunsridge Theatre, Inc. hereinafter referred to as "APPLICANT", for the purpose of the of the property known as The Hunsridge Theatre, which is owned in fee simple by the APPLICANT.

The property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows: [cite references, including repository, book, and page number(s)].

Assessors Parcel #'s: 162-02-110-004, 003, 002

In consideration of the sum $ 300,000 00 received in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees to the following for a period of ending May 15, 2014.

1. The APPLICANT agrees to assume the cost of the continued maintenance and repair of said property so as to preserve the architectural, historical, cultural and/or archaeological integrity of the same, in order to protect and enhance those qualities which make it historically significant as determined by the State Historic Preservation Officer, hereinafter referred to as "SHPO.".
2. The APPLICANT agrees that no visual or structural alterations will be made to the property without prior written permission of the SHPO.
3. The APPLICANT agrees that the STATE, its agents and designees, shall have the right to inspect the property at all reasonable times, in order to ascertain whether or not the conditions of these Covenants are being observed.

4. The APPLICANT agrees that when the property is not clearly visible from a public right-of-way or includes interior work assisted with State of Nevada, Commission for Cultural Affairs grant funds, the property will be open to the public no less than twelve (12) days a year on an equitable spaced basis and at other times by appointment. Nothing in these Covenants will prohibit the APPLICANT from charging a reasonable, nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

5. The APPLICANT further agrees that when the property is not open to the public on a continuing basis, and when the improvements assisted with State of Nevada Commission for Cultural Affairs grant funds are not visible from the public way, notification will be published for three consecutive working days, no less than one week prior to the opening date in one newspaper of general circulation in the community area in which the property is located. The advertisement shall give the dates and times when the property will be open. Documentation of such notice will be furnished annually to the SHPO during the term of these Covenants.

These restraints shall run with the property and are binding upon the APPLICANT and any and all successors, heirs, assignees, or lessees.

The STATE shall have the right to file suit in law or equity, if the APPLICANT violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the State of Nevada Commission for Cultural Affairs.

The APPLICANT shall record these Covenants in the Recorder's Office of the county in which the subject property is located. The STATE'S obligations with regard to the subject property shall not become effective until the APPLICANT has furnished to the STATE satisfactory proof of the aforementioned recordation.

These Covenants are entered into this 20th day of September, 1994.

Applicant

Department of Museums, Library, and Arts

Ronald M. James
State Historic Preservation Officer

9/30/94
Date

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By: Melanie Meehan-Crossley
Deputy Attorney General

Exhibit "2"

ATTACHMENT B

COVENANTS

These Covenants are made and entered into between the State of Nevada, acting by and through the Commission for Cultural Affairs, hereinafter referred to as "STATE" and Friends of the Huntridge Theatre, Inc. hereinafter referred to as "APPLICANT", for the purpose of the of the property known as The Huntridge Theater, which is owned in fee simple by the APPLICANT.

The property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows: [cite references, including repository, book, and page number(s)].

Assessors Parcel #'s 162-02-110-004,003,002

In consideration of the sum $300,000.00 received in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees to the following for a period of ending May 13, 2014.

1. The APPLICANT agrees to assure the cost of the continued maintenance and repair of said property so as to preserve the architectural, historical, cultural and/or archaeological integrity of the same, in order to protect and enhance those qualities which make it historically significant as determined by the State Historic Preservation Officer, hereinafter referred to as "SHPO.",
2. The APPLICANT agrees that no visual or structural alterations will be made to the property without prior written permission of the SHPO.
3. The APPLICANT agrees that the STATE, its agents and designees, shall have the right to inspect the property at all reasonable times, in order to ascertain whether or not the conditions of these Covenants are being observed.

recorded 8/1/97
Book 1997 0801
Inst 00714

4. The APPLICANT agrees that when the property is not clearly visible from a public right-of-way or the/does interior work assisted with State of Nevada, Commission for Cultural Affairs grant funds, the property will be open to the public no less than twelve (12) days a year on an equitable spaced basis and at other times by appointment. Nothing in these Covenants will prohibit the APPLICANT from charging a reasonable, nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

5. The APPLICANT further agrees that when the property is not open to the public on a continuing basis, and when the improvements assisted with State of Nevada Commission for Cultural Affairs grant funds are not visible from the public way, notification will be published for three consecutive working days, no less than one week prior to the opening date in one newspaper of general circulation in the community area in which the property is located. The advertisement shall give the dates and times when the property will be open. Documentation of such notice will be furnished annually to the SHPO during the term of these Covenants.

These restraints shall run with the property and are binding upon the APPLICANT and any and all successors, heirs, assignees, or lessees.

The STATE shall have the right to file suit in law or equity, if the APPLICANT violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the State of Nevada Commission for Cultural Affairs.

The APPLICANT shall record these Covenants in the Recorder's Office of the county in which the subject property is located. The STATE'S obligations with regard to the subject property shall not become effective until the APPLICANT has furnished to the STATE satisfactory proof of the aforementioned recordation.

These Covenants are entered into this 4 day of Feb., 1997

Applicant

Department of Museums, Library, and Arts

Ronald M. James
State Historic Preservation Officer

2/20/97
Date

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By: Melanie Meehan-Crossley
Deputy Attorney General

Exhibit "3"

NCIUPTIV -
Friends of The
1208 E Charleston
LV Nev 89104

9/08U1.00714

(3)

ATTACHMENT B

COVENANTS

These Covenants are made and entered into between the State of Nevada, acting by and through the Commission for Cultural Affairs, hereinafter referred to as "STATE" and Friends of the Huntridge Theatre, Inc. hereinafter referred to as "APPLICANT", for the purpose of the of the property known as The Huntridge Theater, which is owned in fee simple by the APPLICANT.

The property is comprised essentially of grounds, collateral, appurtenances, and improvements. The property is more particularly described as follows: [cite references, including repository, book, and page number(s)].

Assessors Parcel #'s 162-02-110-004.003.002

In consideration of the sum $765,849.35 received in grant-in-aid assistance from the STATE, the APPLICANT hereby agrees to the following for a period of ending July 1, 2017.

1. The APPLICANT agrees to assume the cost of the continued maintenance and repair of said property so as to preserve the architectural, historical, cultural and/or archeological integrity of the same, in order to protect and enhance those qualities which make it historically significant as determined by the State Historic Preservation Officer, hereinafter referred to as "SHPO.".
2. The APPLICANT agrees that no visual or structural alterations will be made to the property without prior written permission of the SHPO.
3. The APPLICANT agrees that the STATE, its agents and designees, shall have the right to inspect the property at all reasonable times, in order to ascertain whether or not the conditions of these Covenants are being observed.

4. The APPLICANT agrees that when the property is not clearly visible from a public right-of-way or includes interior work assisted with State of Nevada, Commission for Cultural Affairs grant funds, the property will be open to the public no less than twelve (12) days a year on an equitable spaced basis and at other times by appointment. Nothing in these Covenants will prohibit the APPLICANT from charging a reasonable, nondiscriminatory admission fee, comparable to fees charged at similar facilities in the area.

5. The APPLICANT further agrees that when the property is not open to the public on a continuing basis, and when the improvements assisted with State of Nevada Commission for Cultural Affairs grant funds are not visible from the public way, notification will be published for three consecutive working days, no less than one week prior to the opening date in one newspaper of general circulation in the community area in which the property is located. The advertisement shall give the dates and times when the property will be open. Documentation of such notice will be furnished annually to the SHPO during the term of these Covenants.

These restraints shall run with the property and are binding upon the APPLICANT and any and all successors, heirs, assignees, or lessees.

The STATE shall have the right to file suit in law or equity, if the APPLICANT violates any of the restraints of these Covenants. The purpose of the suit shall be to cause the APPLICANT to cure said violations or to obtain the return of funds granted to the APPLICANT by the State of Nevada Commission for Cultural Affairs.

The APPLICANT shall record these Covenants in the Recorder's Office of the county in which the subject property is located. The STATE'S obligations with regard to the subject property shall not become effective until the APPLICANT has furnished to the STATE satisfactory proof of the aforementioned recordation.

970801.00714

These Covenants are entered into this 19th day of June, 1997

Applicant

Department of Museums, Library, and Arts

Ronald M. James 7-21-97
Ronald M. James Date
State Historic Preservation Officer

REVIEWED AS TO FORM ONLY:

Frankie Sue Del Papa
Attorney General

By: Melanie Meehan-Crossley
Melanie Meehan-Crossley
Deputy Attorney General

CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
FRIENDS OF THE HUNTRIDGE
08-01-97 13:37 DEC 3
OFFICIAL RECORDS
BOOK: 970801 INST: 00714
FEE 9.00 RPTT: .00

Exhibit “4”

ECT Holding L.L.C.
1200 E. Charleston
Las Vegas, NV 89104

January 7, 2002

JAN 10 2002

State Historic Preservation Office

State Historical Preservation Office
100 N. Stewart St.
Carson City, NV 89701

Dear Ron James:

As you are aware we closed escrow on the Huntridge Theatre last week. As of this time the future use of the building is still in question. We are exploring several options, including keeping the present use. We are meeting with local officials as well to get their input on the matter. We will be in contact with you and your office in the near future to keep you abreast of any developments. We are looking forward to working closely with you and your staff in the years to come. If you have any questions feel free to contact me at (702) 429-1305.

Sincerely,

Eli Mizrachi
Managing Partner

Exhibit “5”

STATE OF NEVADA
DEPARTMENT OF CULTURAL AFFAIRS
Nevada State Historic Preservation Office
100 N. Stewart Street
Carson City, Nevada 89701

KENNY C. GUINN
Governor

SCOTT K. SISCO
Interim Director

RONALD M. JAMES
State Historic Preservation Officer

March 6, 2002

Eli Mizrachi
Managing Partner
ECT Holdings L.L.C.
1200 E. Charleston
Las Vegas, NV 89104

Re: Huntridge Theater

Dear Mr. Mizrachi:

Thank you for letting my office know about the close of escrow for the Huntridge Theater. As you know, my office has covenants on your building that affect exterior and interior appearances, including paint colors and signage, and anything else that affects the structure. Plans for modifications to the building must meet the Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings and must be submitted to our office for review and approval before work commences. Additionally, as I am sure you are aware, there are many constituents in Southern Nevada who are concerned about the fate of the Huntridge. My office will assist you in any way possible to make certain that there are no reasons to be concerned about public reaction to your use of the building. We would be happy to meet with you to provide technical assistance regarding the future use of this historic building. Following are the phone numbers for staff:

Ronald M. James, State Historic Reservation Officer	775-684-3440
Mella R. Harmon, Architectural Historian	775-684-3447
Rebecca R. Ossa, Architectural Historian	775-684-3441

Please do not hesitate to contact us if you have any questions or would like to discuss project specifics.

Sincerely,

Ronald M. James
State Historic Preservation Officer

Cc: Frank Fiori, Urban Design Coordinator, City of Las Vegas
Robert Stoldal, Chairman, Board for Museums and History
Robert Ostrovsky, Chairman, Commission for Cultural Affairs

CIVIL COVER SHEET

Clark County, Nevada

Case No. A-14-696982-C

(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): State of Nevada, Commission for Cultural Affairs, 901 S. Stewart Street, Suite 5004, Carson City, NV 89701, Telephone (775) 684-3448	Defendant(s) (name/address/phone): Eli Mizrachi, King George LLC, 2425Ping Drive, Henderson, NV 89074-8314, Telephone (702) 278-8880
Attorney (name/address/phone):Catherine Cortez Masto, Nevada Attorney General, Shane S. Chesney, Senior Deputy Attorney General, 100 N. Carson Street, Carson City, NV 89701-4717, Telephone (775) 684-1215	Attorney (name/address/phone):John E. Dawson, Esq., Registered Agent, King George LLC, 300 S. Fourth Street, Suite 1700, Las Vegas, NV 89101, Telephone (702) 383-8850

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)

☐ **Arbitration Requested**

Civil Cases

Real Property

- ☐ **Landlord/Tenant**
  - ☐ Unlawful Detainer
- ☐ **Title to Property**
  - ☐ Foreclosure
  - ☐ Liens
  - ☐ Quiet Title
  - ☐ Specific Performance
- ☐ **Condemnation/Eminent Domain**
- ☐ **Other Real Property**
  - ☐ Partition
  - ☐ Planning/Zoning

Torts

Negligence

- ☐ **Negligence – Auto**
- ☐ **Negligence – Medical/Dental**
- ☐ **Negligence – Premises Liability** (Slip/Fall)
- ☐ **Negligence – Other**

- ☐ **Product Liability**
  - ☐ Product Liability/Motor Vehicle
  - ☐ Other Torts/Product Liability
- ☐ **Intentional Misconduct**
  - ☐ Torts/Defamation (Libel/Slander)
  - ☐ Interfere with Contract Rights
- ☐ **Employment Torts** (Wrongful termination)
- ☐ **Other Torts**
  - ☐ Anti-trust
  - ☐ Fraud/Misrepresentation
  - ☐ Insurance
  - ☐ Legal Tort
  - ☐ Unfair Competition

Probate

Estimated Estate Value: _____

- ☐ **Summary Administration**
- ☐ **General Administration**
- ☐ **Special Administration**
- ☐ **Set Aside Estates**
- ☐ **Trust/Conservatorships**
  - ☐ Individual Trustee
  - ☐ Corporate Trustee
- ☐ **Other Probate**

Other Civil Filing Types

- ☐ **Construction Defect**
  - ☐ Chapter 40
  - ☐ General
- ☒ **Breach of Contract**
  - ☐ Building & Construction
  - ☐ Insurance Carrier
  - ☐ Commercial Instrument
  - ☐ Other Contracts/Acct/Judgment
  - ☐ Collection of Actions
  - ☐ Employment Contract
  - ☒ Guarantee
  - ☐ Sale Contract
  - ☐ Uniform Commercial Code
- ☐ **Civil Petition for Judicial Review**
  - ☐ Foreclosure Mediation
  - ☐ Other Administrative Law
  - ☐ Department of Motor Vehicles
  - ☐ Worker's Compensation Appeal

- ☐ **Appeal from Lower Court** *(also check applicable civil case box)*
  - ☐ Transfer from Justice Court
  - ☐ Justice Court Civil Appeal
- ☐ **Civil Writ**
  - ☐ Other Special Proceeding
- ☐ **Other Civil Filing**
  - ☐ Compromise of Minor's Claim
  - ☐ Conversion of Property
  - ☐ Damage to Property
  - ☐ Employment Security
  - ☐ Enforcement of Judgment
  - ☐ Foreign Judgment – Civil
  - ☐ Other Personal Property
  - ☐ Recovery of Property
  - ☐ Stockholder Suit
  - ☐ Other Civil Matters

III. Business Court Requested (Please check applicable category; *for Clark or Washoe Counties only.*)

- ☐ NRS Chapters 78-88
- ☐ Commodities (NRS 90)
- ☐ Securities (NRS 90)
- ☐ Investments (NRS 104 Art. 8)
- ☐ Deceptive Trade Practices (NRS 598)
- ☐ Trademarks (NRS 600A)
- ☐ Enhanced Case Mgmt/Business
- ☐ Other Business Court Matters

3/5/14
Date

Signature of initiating party or representative