

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

M.T. REAL ESTATE INVESTMENT INC.,

Plaintiff,

vs.

SERVIS ONE, INC., *et al.*,

Defendants.

Case No.: 2:25-cv-01372-GMN-DJA

**ORDER**

Pending before the Court are the Motion to Dismiss First Amended Complaint, (ECF No. 32), the Motion to Strike First Amended Complaint, (ECF No. 33), and the Motion to Dismiss Complaint, (ECF No. 6), filed by Defendants Servis One, Inc. dba BSI Financial Services (“BSI”) and Mortgage Electronic Registration Systems, Inc. (“MERS”). Counsel for Plaintiff, Bryce Finley (“Attorney Finley”), filed a Response to Defendants’ Motion to Dismiss First Amended Complaint, (ECF No. 38), and a Response to Defendants’ Motion to Strike, (ECF No. 39), on behalf of his client, Plaintiff M.T. Real Estate Investment Inc. The Responses are identical.<sup>1</sup> Plaintiff filed the First Amended Complaint (“FAC”), (ECF No. 31), in lieu of a Response to Defendants’ Motion to Dismiss Complaint, (ECF No. 6). Defendants filed Replies in support of the Motion to Dismiss First Amended Complaint, (ECF No. 40), and the Motion to Strike First Amended Complaint, (ECF No. 41).

For the reasons discussed below, the Court SANCTIONS Attorney Finley for citing five imaginary and invalid legal authorities Finley admitted “were not in fact real” and were “the

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<sup>1</sup> Plaintiff, through counsel, originally filed an Omnibus Response to the Motion to Dismiss and Motion to Strike. (*See* Omnibus Resp., ECF No. 36). The Clerk of Court notified Mr. Finley that the Omnibus Response was not filed pursuant to LR IC 2-2(b). (*See* Clerk’s Notice, ECF No. 37). The Clerk of Court instructed Mr. Finley to refile ECF No. 36 as two separate documents. Mr. Finley complied with the notice and thus, ECF Nos. 38 and 39 are identical.

1 product of artificial intelligence” that he contends was used by his paralegal, GRANTS the  
2 Motion to Strike First Amended Complaint as unopposed, and DENIES the Motion to Dismiss  
3 First Amended Complaint as MOOT. Further, the Court GRANTS the Motion to Dismiss  
4 Complaint as unopposed.

5 **I. FACTUAL BACKGROUND**

6 This case arises from a notice of default sent to Plaintiff by Defendants on April 8, 2025.  
7 (Mot. Dismiss FAC 4:3–5 (citing Notice at 2, Ex. I to Mot. Dismiss FAC, ECF No. 32-9)).  
8 Plaintiff obtained a grant, bargain, sale deed (the “Sale Deed”) to the property subject of this  
9 litigation<sup>2</sup> through a probate sale on September 18, 2024. (Sale Deed at 1, Ex. H to Mot.  
10 Dismiss FAC, ECF No. 32-8); (Resp. Mot. Dismiss FAC 4:21–22, ECF No. 38). The Sale  
11 Deed states that the property was subject to a Deed of Trust recorded on August 31, 2018  
12 “which the grantee herein assumes and agrees to pay.” (Sale Deed at 2, Ex. H to Mot. Dismiss  
13 FAC). The 2018 Deed of Trust secured a loan between borrowers John R. Powell and Linda C.  
14 Powell, the original occupants of the property, and lender Freedom Mortgage Corporation.  
15 (Deed of Trust at 1–2, Ex. B to Mot. Dismiss FAC, ECF No 32-2). The Deed of Trust was later  
16 assigned to Defendant BSI, which was recorded against the property on December 27, 2022.  
17 (Mot. Dismiss FAC 3:17–18, ECF No. 32). To date, Plaintiff has made no payments on the  
18 loan. (*Id.* 4:3).

19 Plaintiff maintains that the Deed of Trust “was void from the beginning, due to defects  
20 in origination, execution, assignment, and enforcement,” and that Plaintiff never assumed the  
21 loan. (Resp. Mot. Dismiss FAC 4:18–23). Plaintiff’s Complaint alleges claims for: quiet title  
22 under NRS 40.010, cancellation of instruments under NRS 107.073, violation of NRS 107.080  
23 and 107.510, breach of contract, breach of implied covenant of good faith and fair dealing, and  
24 unfair trade practices under NRS 598A. (Compl. ¶¶ 68–105, ECF No. 1-1). Defendants moved  
25

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<sup>2</sup> The property is located at 3362 El Camino Real, Las Vegas, Nevada 89121. (Mot. Dismiss FAC 3:4).

1 to dismiss the Complaint, and instead of filing a Response, Plaintiff filed its FAC. Defendants  
2 then moved to dismiss or strike the FAC.

3 Upon review of Plaintiff's Responses to the Motion to Dismiss FAC and Motion to  
4 Strike FAC, filed by Attorney Finley, the Court identified five cited authorities which it could  
5 not locate:

- 6 1. *United States v. \$39,000 in U.S. Currency*, No. 2:15-cv-01099-RSM, 2016 WL  
7 7378211 (W.D. Wash. Dec. 20, 2016). (Resp. Mot. Dismiss FAC 7:5–6).
- 8 2. *Eckert v. Solvay Pharm., Inc.*, 762 F.3d 1269 (9th Cir. 2014). (Resp. Mot. Dismiss  
9 FAC 7:19–20).
- 10 3. *Ah Yee v. United States*, No. 2:12-cv-01564-RCJ-VCF, 2013 WL 1287302 (D. Nev.  
11 Mar. 27, 2013). (Resp. Mot. Dismiss FAC 7:20–21).
- 12 4. *In re Guardianship of Parker*, 464 P.3d 122 (Nev. 2020). (Resp. Mot. Dismiss FAC  
13 8:28).
- 14 5. B. Lindahl, Nev. Real Prop. Prac. Guide (2024). (Resp. Mot. Dismiss FAC 8:17–18).

15 The Court ordered Attorney Finley to show cause why he should not be sanctioned  
16 pursuant to Federal Rule of Civil Procedure 11(c). (Order Show Cause 2:5–9, ECF No. 43). In  
17 his Response, Attorney Finley admitted that the above authorities “were not in fact real” and  
18 were “the product of artificial intelligence” that Attorney Finley contends was used by his  
19 paralegal. (Resp. Order Show Case 2:22–27, ECF No. 46).

## 20 **II. LEGAL STANDARD**

### 21 **A. Sanctions**

22 Under Federal Rule of Civil Procedure (“FRCP”) 11(b), when a party presents a court  
23 with a “pleading, written motion, or other paper,” they certify “that to the best of the person’s  
24 knowledge, information, and belief, formed after an inquiry reasonable under the circumstances  
25 . . . the claims, defenses, and other legal contentions are warranted by existing law.” Rule 11

1 thus “imposes upon counsel an affirmative duty of investigation both as to law and fact before  
2 filing.” *Rachel v. Banana Republic, Inc.*, 831 F.2d 1503, 1508 (9th Cir. 1987) (citing *Golden*  
3 *Eagle Distrib. Corp. v. Burroughs Corp.*, 801 F.2d 1531, 1536 (9th Cir. 1986)). A court may  
4 impose an appropriate sanction on any attorney who violates Rule 11(b) following notice and a  
5 reasonable opportunity to respond. Fed. R. Civ. P. 11(c). “[A]n opportunity to be heard does  
6 not require an oral or evidentiary hearing on the issue.” *Pac. Harbor Cap., Inc. v. Carnival Air*  
7 *Lines, Inc.*, 210 F.3d 1112, 1118 (9th Cir. 2000).

8 A district court’s ability to impose sanctions is limited by several factors, including the  
9 requirement that sanctions imposed must be “proportionate to the offense and commensurate  
10 with principles of restraint and dignity inherent in judicial power.” *Zambrano v. City of Tustin*,  
11 885 F.2d 1473, 1480 (9th Cir. 1989). Moreover, a court may only impose sanctions on its own  
12 motion “in situations that are akin to contempt of court.” *United Nat. Ins. Co. v. R&R Latex*  
13 *Corp.*, 242 F.3d 1102, 1116 (9th Cir. 2001).

#### 14 **B. Motion to Strike**

15 FRCP 12(f) provides that the court “may order stricken from any pleading . . . any  
16 redundant, immaterial, impertinent or scandalous matter.” Fed. R. Civ. P. 12(f). A matter will  
17 not be stricken from a pleading unless it is clear that it can have no possible bearing upon the  
18 subject matter of the litigation. *LeDuc v. Kentucky Cent. Life Ins. Co.*, 814 F. Supp. 820, 830  
19 (N.D. Cal. 1992). Moreover, when considering a motion to strike, courts must view the  
20 pleading in the light most favorable to the pleader. *RDF Media Ltd. v. Fox Broad. Co.*, 372 F.  
21 Supp. 2d 556, 561 (C.D. Cal. 2005).

#### 22 **C. Motion to Dismiss for Failure to State a Claim**

23 Dismissal is appropriate under FRCP 12(b)(6) where a pleader fails to state a claim upon  
24 which relief can be granted. Fed. R. Civ. P. 12(b)(6); *Bell Atl. Corp. v. Twombly*, 550 U.S. 544,  
25 555 (2007). A pleading must give fair notice of a legally cognizable claim and the grounds on

1 which it rests, and although a court must take all factual allegations as true, legal conclusions  
2 couched as factual allegations are insufficient. *Twombly*, 550 U.S. at 555. Accordingly, Rule  
3 12(b)(6) requires “more than labels and conclusions, and a formulaic recitation of the elements  
4 of a cause of action will not do.” *Id.* “To survive a motion to dismiss, a complaint must contain  
5 sufficient factual matter, accepted as true, to ‘state a claim to relief that is plausible on its  
6 face.’” *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009) (quoting *Twombly*, 550 U.S. at 570). “A  
7 claim has facial plausibility when the plaintiff pleads factual content that allows the court to  
8 draw the reasonable inference that the defendant is liable for the misconduct alleged.” *Id.* This  
9 standard “asks for more than a sheer possibility that a defendant has acted unlawfully.” *Id.*

10 If the court grants a motion to dismiss for failure to state a claim, leave to amend should  
11 be granted unless it is clear that the deficiencies of the complaint cannot be cured by  
12 amendment. *DeSoto v. Yellow Freight Sys., Inc.*, 957 F.2d 655, 658 (9th Cir. 1992). Pursuant  
13 to Rule 15(a), the court should “freely” give leave to amend “when justice so requires,” and in  
14 the absence of a reason such as “undue delay, bad faith or dilatory motive on the part of the  
15 movant, repeated failure to cure deficiencies by amendments previously allowed, undue  
16 prejudice to the opposing party by virtue of allowance of the amendment, futility of  
17 amendment, etc.” *Foman v. Davis*, 371 U.S. 178, 182 (1962).

### 18 **III. DISCUSSION**

19 The Court begins by addressing whether Attorney Finley violated any applicable rules  
20 by citing nonexistent “authorities” and whether sanctions are warranted before turning to the  
21 pending motions.

#### 22 **A. Violation of FRCP 11(b)(2)**

23 As the use of artificial intelligence grows, more and more courts have had to grapple  
24 with the use of imaginary authorities. In one of the first published federal appellate cases  
25 addressing this issue, the Second Circuit observed that “[a]t the very least, the duties imposed

1 by Rule 11 require that attorneys read, and thereby confirm the existence and validity of, the  
2 legal authorities on which they rely.” *Park v. Kim*, 91 F.4th 610, 615 (2d Cir. 2024) (citing  
3 *Cooter & Gell v. Hartmax Corp.*, 496 U.S. 384, 393 (1990)).

4 Here, as Attorney Finley admits, the five invalid authorities identified by the Court  
5 “were not in fact real” and were “the product of artificial intelligence.” (Resp. Order Show  
6 Case 2:22–27). While Attorney Finley contends that the five nonexistent authorities were  
7 found and cited by his paralegal, he admits that he failed to “verify each authority,” the bare  
8 minimum which Rule 11 requires. *Banana Republic, Inc.*, 831 F.2d at 1508. Moreover, under  
9 Rule 11, “the signing attorney cannot leave it to some trusted subordinate . . . to satisfy himself  
10 that the filed paper is factually and legally responsible;” that duty cannot be delegated. *Pavelic*  
11 *& LeFlore v. Marvel Ent. Grp.*, 493 U.S. 120, 125 (1989); see *Mavy v. Commissioner of Social*  
12 *Security Administration*, No. CV-25-00689-PHX-KML (ASB), 2025 WL 2355222, at \*7 (D.  
13 Ariz. Aug. 14, 2025) (finding a Rule 11(b)(2) violation where counsel failed to verify the  
14 accuracy of fake citations generated by artificial intelligence). Thus, the Court finds that  
15 Attorney Finley has violated FRCP 11(b)(2).

16 However, the Court does not find that Attorney Finley violated Local Rule IA 11-8(d),  
17 which subjects an attorney to sanction for failing to comply with the Nevada Rules of  
18 Professional Conduct. Here, it is not clear that Attorney Finley’s misconduct violates Rule 3.3  
19 of the Nevada Rules of Professional Conduct. While submitting false statements of law  
20 certainly implicates the duty of candor towards the Court, Rule 3.3 only prohibits false  
21 statements of law or fact which were made “knowingly.” Nev. R. Pro. Conduct 3.3(a)(1). Here,  
22 Attorney Finley maintains that he did not know that the hallucinated authorities were fake,  
23 admitting only that he failed to verify their authenticity. As far as this Court can discern, the  
24 Nevada Supreme Court has not yet considered whether Rule 3.3 applies to his type of  
25 misconduct. Absent such guidance, this Court will not construe Rule 3.3 outside its plain

1 terms.

2 **B. Sanctions**

3 Because the Court considers sanctions here on its own motion for Attorney Finley’s  
4 violation of FCRP 11(b)(2), it must first determine whether his conduct was “akin to  
5 contempt.” *United Nat. Ins. Co.*, 242 F.3d at 1116. As other courts facing similar facts have  
6 concluded, submitting a filing riddled with citations to non-existent authorities with no inquiry  
7 into its contents is akin to contempt. *See, e.g., Mavy*, 2025 WL 2355222, at \*7. Moreover,  
8 because Attorney Finley was given notice and a reasonable opportunity to respond, (*see*  
9 *generally* Order Show Cause), the Court finds that he is subject to sanction. *Pac. Harbor Cap.*,  
10 210 F.3d at 1118 (“an opportunity to be heard does not require an oral or evidentiary hearing on  
11 the issue”).

12 The Court next considers the specific sanctions which “suffice[] to deter repetition of the  
13 conduct or comparable conduct by others similarly situated.” Fed. R. Civ. P. 11(c)(4). First, the  
14 Court observes that sanctions imposed by other courts for Rule 11 violations involving citations  
15 to non-existent authorities have included, *inter alia*, striking filings, referral to disciplinary  
16 authorities, and paying reasonable attorney fees and costs to the opposing party. *See, e.g.*,  
17 *Dehghani v. Castro*, 782 F. Supp. 3d 1051, 1059 (D.N.M. May 9, 2025) (collecting cases and  
18 affirming referral to disciplinary authorities); *Grant v. City of Long Beach*, 96 F.4th 1255,  
19 1256–57 (9th Cir. 2024) (striking entire opening brief containing citations to two non-existent  
20 cases); *Versant Funding LLC v. Teras Breakbulk Ocean Navigation Enterprises, LLC*, 2025  
21 WL 1440351, at \*7 (S.D. Fla. May 20, 2025) (awarding to opposing party attorney’s fees and  
22 costs incurred in researching and replying to filings containing hallucinated caselaw); *Mavy*,  
23 2025 WL 2355222, at \*7 (collecting cases).

24 Second, as many courts have recognized, “[m]any harms flow from the submission of  
25 fake opinions.” *See, e.g., Johnson v. Dunn*, 792 F. Supp. 3d 1241, 1256 (N.D. Ala. July 23,

1 2025) (collecting cases). The most obvious harm is to the client, who is “deprived of  
2 arguments based on authentic judicial precedents.” *Mata v. Avianca, Inc.*, 678 F. Supp. 3d 443,  
3 448 (S.D.N.Y. Jun. 22, 2023). Additionally, courts must invest time investigating the  
4 authenticity of dubious citations, weighing the correct sanctions, and explaining their rulings.  
5 The proliferation of fake citations also risks serious harm to the judicial system itself,  
6 promoting a cynical view of the legal profession and potentially tempting future litigants to  
7 defy a court’s ruling by disingenuously claiming doubt about its authenticity. *Id.* at 448–49.

8 Finally, the Court considers the specific actions of Attorney Finley in this case. While  
9 Attorney Finley casts blame on his paralegal, he did ultimately accept responsibility for the  
10 fake citations appearing in his Response. This stands in contrast to the actions of counsel in  
11 *Mata*, who “doubled down” on the validity of fake citations. 678 F. Supp. 3d at 449. However,  
12 “regret and apologies are not necessarily enough to avoid the imposition of sanctions for the  
13 submission of non-existent legal authority.” *Benjamin v. Costco Wholesale Corp.*, 779 F. Supp.  
14 3d 341, 350 (E.D.N.Y. Apr. 24, 2025).

15 Therefore, after considering sanctions imposed by other courts for similar conduct, the  
16 need to deter the future use of fake authorities, and Attorney Finley’s conduct in this case, the  
17 Court finds that the below sanctions are the least severe necessary to satisfy Rule 11(c)(4):

- 18 1. Plaintiff’s Response to Defendants’ Motion to Dismiss First Amended Complaint,  
19 (ECF No. 38), and Plaintiff’s Response to Defendants’ Motion to Strike First  
20 Amended Complaint, (ECF No 39), are stricken;
- 21 2. The Court awards Defendants BSI and MERS all reasonable attorney’s fees and costs  
22 incurred by their counsel for the time they spent in researching and replying to  
23 Plaintiff’s Response to Defendants’ Motion to Dismiss First Amended Complaint,  
24 (ECF No. 38), and Plaintiff’s Response to Defendants’ Motion to Strike First  
25 Amended Complaint, (ECF No 39);

- 1 3. Attorney Finley is ordered to serve a copy of this Order on Plaintiff; and
- 2 4. The Clerk of Court is kindly directed to serve a copy of this Order on the Nevada
- 3 State Bar Association, of which Attorney Finley is a member.

4 **C. Defendants’ Motion to Strike First Amended Complaint**

5 Because the sanctions imposed by this Court include striking Plaintiff’s Response to the  
6 Motion to Strike, the Motion is unopposed, which constitutes consent to the granting of the  
7 Motion. *See* LR 7-2(d). Moreover, the Motion to Strike would have been granted on its merits  
8 because Plaintiff’s First Amended Complaint was untimely. Under Federal Rule of Civil  
9 Procedure 15(a)(1), a party may only amend a pleading requiring a response “21 days after  
10 service of a responsive pleading or 21 days after service of a motion under Rule 12(b) . . .  
11 whichever is earlier.” Fed. R. Civ. P. 15(a)(1). Here, Defendants filed a Rule 12(b)(6) motion  
12 to dismiss Plaintiff’s Complaint on July 30, 2025. (*See* Motion to Dismiss, ECF No. 6).  
13 Plaintiff filed its First Amended Complaint on September 24, 2025, over two months later. (*See*  
14 FAC, ECF No. 31).

15 Thus, the Court GRANTS the Motion to Strike First Amended Complaint and DENIES  
16 the Motion to Dismiss First Amended Complaint as MOOT.

17 **D. Defendants’ Motion to Dismiss Complaint**

18 The Court next turns to Defendants’ Motion to Dismiss Complaint, (ECF No. 6). As an  
19 initial matter, Plaintiff never filed a response to the Motion to Dismiss despite receiving three  
20 extensions of time to do so. (*See* Orders Granting Stipulation to Extend Time, ECF Nos. 17, 24,  
21 28). Under Local Rule 7-2(d), that constitutes consent to the granting of the Motion. However,  
22 the Court nonetheless addresses the merits of Defendants’ arguments. Because each of  
23 Plaintiff’s claims fail as a matter of law, and cannot be cured by amendment, the Court  
24 GRANTS the Motion to Dismiss Complaint with prejudice.

25 ///

## 1                   **1. Quiet Title Claim**

2           In pursuit of its quiet title claim, Plaintiff alleges that the Deed of Trust is unenforceable  
3 due to numerous defects, including a lost Note, defective loan origination, invalid power of  
4 attorney, and invalid Assignment of Mortgage. (*See* Compl. ¶ 69). However, as Defendants  
5 point out, Plaintiff took title to the property subject to the Deed of Trust and agreed to pay it.  
6 (Sale Deed at 1, Ex. H to Mot. Dismiss FAC). Plaintiff cannot accept the benefit of the  
7 property while repudiating the Deed of Trust associated with it. *See Federal Mining &*  
8 *Engineering Co. v. Pollak*, 85 P.2d 1008, 1012 (Nev. 1939); *Alexander v. Winters*, 49 P. 116,  
9 119 (Nev. 1897).

10           Moreover, Plaintiff lacks standing to complain about origination defects or transfer  
11 issues with the Deed of Trust because Plaintiff was not a party or a third-party beneficiary to  
12 the Deed of Trust. *See Wood v. Germann*, 331 P.3d 859, 861 (Nev. 2014) (holding that  
13 homeowners lacked standing to challenge contract assignment because they were neither  
14 parties or intended third-party beneficiaries to the contract). Similarly, Plaintiff lacks standing  
15 to challenge the validity of the Deed of Trust on power of attorney grounds. *See Wells v. Bank*  
16 *of Nevada*, 522 P.2d 1014, 1017–18 (Nev. 1974).

17           Finally, Plaintiff’s argument that the Deed of Trust is void because the Note is lost or  
18 defective has been “resoundingly rejected in Nevada.” *Diaz v. Wells Fargo Bank*, No. 2:12-cv-  
19 00850-MMD-CWH, 2013 WL 275888, at \*2 (D. Nev. Jan. 24, 2013) (citing *Ernestberg v.*  
20 *Mortgage Investors Group*, No. 2:08-cv-01304-RCJ-RJJ, 2009 WL 160241, at \*4–\*5 (D. Nev.  
21 Jan. 22, 2009)). Thus, Defendants’ Motion to Dismiss this claim is GRANTED.

## 22                   **2. Cancellation of Instruments Claim**

23           Plaintiff next seeks cancellation of the Deed of Trust under NRS 107.073, (Compl. ¶  
24 75), but that statute provides only a procedural mechanism for how a deed of trust may be  
25 discharged with the county recorder and is inapplicable to this case. Accordingly, Defendants’

1 Motion to Dismiss this claim is GRANTED.

2 **3. Claims for Violation of NRS 107.080 and 107.510**

3 Plaintiff's next claim alleges that Defendants violated NRS 107.080 by failing to provide  
4 proper notice of foreclosure to Plaintiff, and NRS 107.510 by failing to contact Plaintiff to  
5 explore foreclosure alternatives. (Compl. ¶ 79). However, both claims fail as a matter of law.  
6 First, NRS 107.080 only requires that notice of default be sent to "the address the recorded  
7 documents provide" for each person entitled to it. *U.S. Bank, N.A. v. Resources Group, LLC*,  
8 444 P.3d 442, 446 (Nev. 2019). Here, Defendants' foreclosure trustee did mail notice of  
9 default to Plaintiff's address listed in the Sale Deed. (Reply 7:8–12, ECF No. 40). Second,  
10 Plaintiff's claim for violation of NRS 107.510 fails because that statute applies only to  
11 residential mortgage loans, which are defined by NRS 107.450 as "a loan which is primarily for  
12 personal, family or household use and which is secured by a mortgage or deed of trust on  
13 owner-occupied housing." Here, the property is no longer "owner-occupied" and NRS 107.510  
14 is thus inapplicable. *See Agio, LLC v. Quality Loan Service Corp.*, 2020 WL 5634152, at \*1  
15 (Nev. 2020) (declining to consider property purchased at a foreclosure sale as owner-occupied  
16 because appellant "owned it and did not occupy the property as its primary residence"). Thus,  
17 Defendants' Motion to Dismiss this claim is GRANTED.

18 **4. Breach of Contract and Implied Covenant Claims**

19 Plaintiff bases its claims for breach of contract and breach of implied covenant of good  
20 faith on the premise that the Deed of Trust and Veteran's Affairs ("VA") Rider are contracts  
21 between Plaintiff and Defendants. (Compl. ¶¶ 86, 91). However, Plaintiff is not a party or  
22 third-party beneficiary to either contract; both contracts are between the original occupants of  
23 the property, John and Linda Powell, and Defendants. (Deed of Trust at 1–2, Ex. B to Motion  
24 Dismiss FAC, ECF No. 32-2); (*id.* at 19). Thus, both claims fail and Defendants' Motion to  
25 Dismiss these claims is GRANTED.

1                   **5. The Unfair Trade Practices Claim**

2                   Finally, Plaintiff alleges that Defendants violated the Nevada Unfair Trade Practices Act  
3 (NRS 598A). (Compl. ¶¶ 100–01). However, this claim fails as a matter of law because NRS  
4 598A does not apply to real estate loan transactions. *See Zizi v. Republic Mortgage, LLC*, No.  
5 2:12-cv-00018-GMN-PAL, 2013 WL 1249654, at \*5 (D. Nev. Mar. 27, 2013). Accordingly,  
6 Defendants’ Motion to Dismiss this claim is GRANTED.

7 **IV. CONCLUSION**

8                   **IT IS HEREBY ORDERED** that the Court imposes the following SANCTIONS on  
9 Attorney Finley:

- 10                   1. Plaintiff’s Response to Defendants’ Motion to Dismiss First Amended  
11                   Complaint, (ECF No. 38), and Plaintiff’s Response to Defendants’ Motion to  
12                   Strike First Amended Complaint, (ECF No 39), are stricken;<sup>3</sup>
- 13                   2. The Court awards Defendants BSI and MERS all reasonable attorney’s fees and  
14                   costs incurred by their counsel for the time they spent in researching and replying  
15                   to Plaintiff’s Response to Defendants’ Motion to Dismiss First Amended  
16                   Complaint, (ECF No. 38), and Plaintiff’s Response to Defendants’ Motion to  
17                   Strike First Amended Complaint, (ECF No 39);<sup>4</sup>
- 18                   3. Attorney Finley is ordered to serve a copy of this Order on Plaintiff; and
- 19                   4. The Clerk of Court is kindly directed to serve a copy of this Order on the Nevada  
20                   State Bar Association, of which Attorney Finley is a member.<sup>5</sup>

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23 <sup>3</sup> The stricken filings are included as Exhibits A and B to this Order, respectively.

24 <sup>4</sup> The parties’ counsel shall promptly confer and attempt in good faith to determine and agree upon such  
25 reasonable attorney’s fees and costs. If the parties cannot reach a stipulation by January 28, 2026, about the  
amount of attorney’s fees and costs owed, the court will entertain a Motion for Attorney fees consistent with LR  
54-14, which the parties must file no later than February 25, 2026.

<sup>5</sup> (*See* Response to Motion to Strike 12:8–9 (listing Nevada Bar No. 9310 under Attorney Finley’s name)).

