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9  
 10 **UNITED STATES DISTRICT COURT**  
 11 **DISTRICT OF NEVADA**

12 BANK OF THE WEST, a California banking  
 corporation,

13 **Plaintiff,**

14 v.

15 PATRICK R. SMORRA, SR., an individual;  
 PATRICK R. SMORRA, JR., an individual;  
 16 ANITA SMORRA, an individual,

17 **Defendants.**

Case No. 3:18-cv-00187-LRH-CBC

**Stipulation for Leave to File First  
 Amended Complaint**

18  
 19 **Plaintiff Bank of the West, a California banking corporation (“Plaintiff”), by and through**  
 20 **its counsel, Richard F. Holley, Esq., F. Thomas Edwards, Esq., and Mary Langsner, Ph.D., of the**  
 21 **law firm Holley Driggs Walch Fine Wray Puzey & Thompson; and defendants Patrick R. Smorra,**  
 22 **Sr. (“Smorra Senior”), Patrick R. Smorra, Jr. (“Smorra Junior”), and Anita Smorra (“Mrs.**  
 23 **Smorra”), by and through their counsel, Kelly H. Dove, Esq. and Michael Paretti, Esq., of the law**  
 24 **firm Snell & Wilmer L.L.P.; hereby stipulate and agree to the amendment of Plaintiff’s complaint**  
 25 **pursuant to FED. R. CIV. P. 15(a)(2), as follows:**

26 1. On April 27, 2018, Plaintiff filed a Complaint against Defendants Smorra Senior,  
 27

1 Smorra Junior, and Mrs. Smorra (collectively, “Defendants”) in the above-referenced Action [ECF  
2 No. 1]<sup>1</sup> (“Complaint”) alleging fraudulent transfers of real property located in Douglas County,  
3 Nevada, identified by Assessor Parcel No. 1319-18-212-013 and commonly known as 213  
4 Sunflower Circle, Stateline, Nevada, 89449 (the “Property”).

5 2. Defendants’ Answer was filed on August 3, 2018 [ECF No. 11].

6 3. On September 5, 2018, Defendants recorded another transfer of the Property  
7 between them. Plaintiff contends that this transfer subsequent to the filing of the Complaint is  
8 another fraudulent transfer, necessitating an amended complaint to address the transfer.

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25 <sup>1</sup> All references to “ECF No.” are to the numbers assigned to the documents filed in the District of Nevada case  
26 identified in the caption above (this “Case”) as they appear on the docket maintained by the District Court  
27 Executive/Clerk of Court of the United States District Court for the District of Nevada.

1 4. Although Defendants dispute that any of the transfers of the Property were  
2 fraudulent, and expressly reserve all rights and defenses, Plaintiff and Defendants stipulate to the  
3 amendment of the Complaint in this Case, through the filing of Plaintiff's proposed First Amended  
4 Complaint which is attached to this Stipulation as Exhibit "1".

5 **IT IS SO STIPULATED.**

6 DATED this 23rd day of October 2018.

DATED this 23rd day of October 2018.

7 **HOLLEY DRIGGS WALCH**  
8 **FINE WRAY PUZEY & THOMPSON**

**SNELL & WILMER L.L.P.**

9 /s/ F. Thomas Edwards  
10 RICHARD F. HOLLEY, ESQ. (NBN 3077)  
11 F. THOMAS EDWARDS, ESQ. (NBN 9549)  
12 MARY LANGSNER, Ph.D. (NBN 13707)  
13 400 South Fourth Street, Third Floor  
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15 *Attorneys for Bank of the West, a California*  
16 *banking corporation*

/s/ Kelly H. Dove  
17 KELLY H. DOVE, ESQ. (NBN 10569)  
18 MICHAEL PARETTI, Esq. (NBN 13926)  
19 3883 Howard Hughes Pkwy, Suite 1100  
20 Las Vegas, Nevada 89169  
21 *Attorneys for Defendants Patrick R. Smorra,*  
22 *Sr.; Patrick R. Smorra, Jr.; Anita Smorra*

23 IT IS SO ORDERED:

24 

25 United States Magistrate Judge

26 DATED: 10/24/2018

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# EXHIBIT “1”

First Amended Complaint

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8 Attorneys for Bank of the West, a California banking corporation

9  
 10 UNITED STATES DISTRICT COURT  
 11 DISTRICT OF NEVADA

12 BANK OF THE WEST, a California banking  
 13 corporation,

14 Plaintiff,

15 v.

16 PATRICK R. SMORRA, SR., an individual;  
 PATRICK R. SMORRA, JR., an individual;  
 ANITA SMORRA, an individual,

17 Defendants.  
 18

Case No. 3:18-cv-00187-LRH-CBC

First Amended Complaint

19 Bank of the West, a California banking corporation ("Plaintiff"), by and through its  
 20 attorneys, Richard F. Holley, Esq., F. Thomas Edwards, Esq., and Mary Langsner, Ph.D. of the  
 21 law firm Holley Driggs Walch Fine Wray Puzey & Thompson, files this First Amended Complaint  
 22 against Defendants Patrick R. Smorra, Sr. ("Smorra Senior"), an individual; Patrick R. Smorra, Jr.  
 23 ("Smorra Junior"), an individual; and Anita Smorra ("Mrs. Smorra"), an individual (collectively,  
 24 "Defendants"), as follows:

25 JURISDICTION AND VENUE

26 1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a) because  
 27 of diversity of citizenship. The amount in controversy exceeds \$75,000.00 exclusive of interest

1 and costs, and this Action is between a Plaintiff that is a California banking corporation and  
2 Defendants who are citizens and residents of West Bloomfield, Michigan (Smorra Senior and Mrs.  
3 Smorra), and Nevada (Smorra Junior).

4 2. The Court has jurisdiction over the Defendants because the Defendants have owned  
5 and/or transferred real property located in Nevada, have engaged and continue to engage in  
6 fraudulent transfers involving real property located in Nevada described herein.

7 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2) because a  
8 substantial part of the events or omissions giving rise to the claims occurred in the State of Nevada  
9 and a substantial part of property that is the subject of the Action is situated in the State of Nevada.

10 PARTIES

11 4. Plaintiff Bank of the West is, and at all times relevant herein was, a California  
12 banking corporation and Judgment creditor of Defendants Smorra Senior and Smorra Junior, and  
13 Plaintiff is the holder of a Judgment against Smorra Senior and Smorra Junior, and others, which  
14 has been domesticated to the State of Nevada.

15 5. Plaintiff is informed and believes and thereupon alleges that Defendant Smorra  
16 Senior is an individual residing in the city of West Bloomfield, Michigan, who formerly and/or  
17 currently owns real property situated in the State of Nevada, Douglas County, as a result of  
18 fraudulent transfers, and is the husband of Mrs. Smorra and the father of Smorra Junior.

19 6. Plaintiff is informed and believes and thereupon alleges that Defendant Mrs.  
20 Smorra is a resident of West Bloomfield, Michigan, who currently owns real property in the State  
21 of Nevada, Douglas County, as a result of fraudulent transfers, and is the wife of Smorra Senior  
22 and the mother of Smorra Junior.

23 7. Plaintiff is informed and believes and thereupon alleges that Defendant Smorra  
24 Junior is, and at all relevant times has been, an individual residing in the City of Stateline, Douglas  
25 County, Nevada; currently owns and formerly owned real property in the State of Nevada, Douglas  
26 County, as a result of fraudulent transfers; and is the son of Mrs. Smorra and Smorra Senior.

27 ...

1           **GENERAL ALLEGATIONS APPLICABLE TO ALL CAUSES OF ACTION**

2           8.       Plaintiff repeats and realleges the preceding allegations and, by this reference,  
3 incorporates the same as though fully set forth herein.

4           9.       On January 22, 2016, Plaintiff commenced an action against Smorra Junior, Smorra  
5 Senior, and Napa Chrysler, Inc. doing business as Napa Chrysler Jeep Dodge Ram Volvo Kia  
6 ("Napa Chrysler"), entitled Bank of the West v. Napa Chrysler, Inc., et. al., Case No. C16-00145  
7 (the "California Action") in the Superior Court of the State of California, County of Contra Costa  
8 (the "California Court").

9           10.      A receiver was eventually appointed in the California Action. The same day,  
10 February 11, 2016, Napa Chrysler filed for bankruptcy, commencing Bankr. N.D. Cal. Case No.  
11 16-10087 (the "Napa Bankruptcy").

12          11.      On May 11, 2016, Plaintiff obtained entries of default in the California Action  
13 against Smorra Senior and Smorra Junior (who, together, were the Guarantors), after neither  
14 answered the complaint in the California Action.

15          12.      On February 2, 2017, more than one (1) year after the California Action was  
16 commenced and approximately five (5) months before the Judgment (hereinafter defined infra)  
17 was entered and filed with the Court, CNADY, LLC, an Arizona limited liability company,  
18 executed a Grant, Bargain and Sale Deed ("CNADY Deed") in favor of Smorra Junior as a single  
19 man and Mrs. Smorra as a married woman as her sole and separate property as joint tenants with  
20 rights of survivorship, to transfer 100% of its interest in real property located in Douglas County,  
21 Nevada, described as Lot 18, as shown on the official map of Kingsbury Acres Unit No. 3, recorded  
22 in the Office of the Douglas County Recorder on April 5, 1965, as Document No. 894455,  
23 identified as Assessor's Parcel No. 1319-18-212-013 (the "Property").

24          13.      The CNADY Deed was recorded in Douglas County, Nevada, on February 8, 2017,  
25 as Document No. 2017-894455.

26          14.      That same day, a Grant, Bargain and Sale Deed executed by Smorra Senior in favor  
27 of his wife Mrs. Smorra, transferring his interest in the Property to Mrs. Smorra to the extent he

1 acquired interest therein by way of his marriage to her, recorded in Douglas County, Nevada, as  
2 Document No. 2017-894454 (the “First Fraudulent Transfer”).

3 15. According to the State of Nevada Declaration of Value attached as the last page of  
4 the First Fraudulent Transfer, Smorra Senior transferred 100% of his interest in the Property and,  
5 pursuant to NRS 375.090, claimed an exemption to the transfer tax that would otherwise be  
6 imposed upon this transfer of his interest. An exemption was claimed on the basis that the transfer  
7 of all of Smorra Senior’s interest in the Property to Mrs. Smorra was “spouse to spouse without  
8 consideration,” as set forth under section 4 of the Declaration of Value.

9 16. Upon information and belief, Smorra Senior did not receive any consideration from  
10 his wife, Mrs. Smorra, for the transfer of all his interest in the Property to her.

11 17. On April 10, 2017, Plaintiff filed a motion for relief from the automatic stay in the  
12 Napa Bankruptcy to proceed to judgment against Smorra Junior, Smorra Senior, and Napa  
13 Chrysler [Napa Bankruptcy ECF No. 137<sup>1</sup>] (“Stay Relief Motion”). A hearing was set for May 4,  
14 2017, on the Stay Relief Motion.

15 18. Shortly thereafter, on April 24, 2017, Smorra Junior executed and caused to be  
16 recorded a Quit Claim Deed of his interest in the Property, transferring his interest in the Property  
17 to his mother, Mrs. Smorra, “for good consideration and for the sum of Ten Dollars (\$10.00) . . .”  
18 in exchange for Smorra Junior’s “remit, release and quitclaim unto [Mrs. Smorra] forever, all the  
19 right, title, interest and claim which [Smorra Junior] has in and to [the Property] . . .” (the “Second  
20 Fraudulent Transfer”).

21 19. The Second Fraudulent Transfer was recorded in Douglas County, Nevada, as  
22 Document No. 2017-897730. This transfer of the Property from Smorra Junior to Mrs. Smorra  
23 occurred over one (1) year after Plaintiff had commenced litigation against Smorra Junior and  
24 exactly two weeks after Plaintiff sought to proceed to judgment on defaults entered in the  
25

26 \_\_\_\_\_  
27 <sup>1</sup> All references to “Napa Bankruptcy ECF No.” are to the numbers assigned to the documents  
filed in the Napa Bankruptcy as they appear on the docket maintained by the Clerk of Court of the  
United States District Court for the Northern District of California.



1 California Action against Smorra Junior and his father, and at a time when Smorra Junior was  
2 facing responsibility for a substantial debt in excess of \$1.5 million related to personal guaranty  
3 of debt incurred by Napa Chrysler.

4 20. The Second Fraudulent Transfer was recorded approximately two (2) months  
5 before the California Court entered Judgment against Smorra Junior in the California Action.

6 21. Upon information and belief, Smorra Junior did not receive any consideration from  
7 his mother, Mrs. Smorra, for the transfer by quitclaim deed of all his interest in the Property to her.

8 22. On May 4, 2017, Plaintiff was granted relief from the automatic stay in the Napa  
9 Bankruptcy [Napa Bankruptcy ECF No. 142].

10 23. On June 13, 2017, Plaintiff sought entry of default judgments against Smorra Senior  
11 and Smorra Junior in the California Action.

12 24. On July 3, 2017, the California Court entered a judgment in the California Action  
13 (i) in favor of Plaintiff and against Napa Chrysler in the amount of \$1,542,336.99 including  
14 reasonable attorney fees and costs, with interest continuing to accrue at the legal rate; (ii) in favor  
15 of Plaintiff and against Smorra Junior and Smorra Senior jointly and severally in the amount  
16 of \$1,542,336.99 including reasonable attorney fees and costs, with interest continuing to  
17 accrue at the legal rate; and (iii) in favor of Plaintiff and against Napa Chrysler in the amount of  
18 \$993,515.07 including reasonable attorney fees and costs, with interest continuing to accrue at the  
19 legal rate (the "Judgment"). The Judgment also provided, "damages are to be paid jointly and  
20 severally by the Defendants . . . ."

21 25. On August 21, 2017, Plaintiff domesticated the Judgment in the State of Nevada,  
22 by way of Eighth Judicial District Court Case No. A-17-760296-F (the "Nevada Collection  
23 Action").

24 26. On October 5, 2017, in the Nevada Collection Action, Plaintiff procured an Order  
25 for Examination of Judgment Debtor Patrick R. Smorra Jr., establishing a judgment debtor  
26 examination of Smorra Junior to occur November 7, 2017, at 1:00 p.m. (the "Judgment Debtor  
27

1 Exam”), with an attendant antecedent deadline for document production pursuant to same. Smorra  
2 Junior did not comply with either deadline.

3 27. Therefore, in connection with the Nevada Collection Action, a Notice of  
4 continuance of the Judgment Debtor Exam was issued as a courtesy, re-setting the Judgment  
5 Debtor Exam and establishing another antecedent deadline for document production in advance  
6 thereof. Again, Smorra Junior did not comply with either deadline.

7 28. After Plaintiff’s counsel indicated in writing that Smorra Junior’s actions rose to  
8 the level of contempt and also requested a meet and confer, Smorra Junior issued an email stating  
9 he intended to file bankruptcy. Smorra Junior did not file bankruptcy, however.

10 29. Thereafter, on December 14, 2017, a Notice of Filing Application of Foreign  
11 Judgment Against Smorra Senior and Smorra Junior was recorded in Douglas County, Nevada, as  
12 Document No. 2017-908046.

13 30. Plaintiff’s Complaint in this Action was filed on April 27, 2018.

14 31. On July 27, 2018, a Notice of Pendency of Action Affecting Real Property [see  
15 ECF No. 10]<sup>2</sup> was recorded in Douglas County, Nevada, as Document No. 2018-917348.

16 32. On July 31, 2018, Plaintiff served upon Defendants a Three-Day Notice of Intent  
17 to Take Default Against Defendants Patrick R. Smorra, Sr.; Patrick R. Smorra, Jr.; and Anita  
18 Smorra in this Action (the “Notice of Intent to Take Fraudulent Transfer Default”).

19 33. On August 3, 2018, Defendants’ answer was filed in this Action.

20 34. On September 5, 2018, Defendants caused to be recorded a third transfer deed in  
21 Douglas County, Nevada, regarding the Property, wherein by Quitclaim Deed Mrs. Smorra and  
22 Smorra Senior “a married couple,” for consideration of \$1.00 (one dollar), “convey[ed], release[d]  
23 and quitclaim[ed]” to Smorra Junior “a fifty percent (50%) interest in the [Property] (the “Third  
24 Fraudulent Transfer”).

25  
26 \_\_\_\_\_  
27 <sup>2</sup> All references to “ECF No.” are to the numbers assigned to the documents filed in the case  
identified in the caption above (“Case”), as they appear on the docket maintained by the District  
Court Executive/Clerk of Court of the United States District Court for the District of Nevada.

1 35. The Third Fraudulent Transfer was recorded in Douglas County, Nevada, as  
2 Instrument No. 2018-919182.

3 36. The State of Nevada Declaration of Value form attached as the last page to the  
4 Third Fraudulent Transfer indicates that Mrs. Smorra and Smorra Senior facilitated a “Transfer of  
5 title without consideration from parents to son[.]”.

6 37. Upon information and belief, Smorra Senior and Mrs. Smorra did not receive any  
7 consideration from their son, Smorra Junior, for the transfer of interest(s) in the Property to Smorra  
8 Junior.

9 FIRST CAUSE OF ACTION

10 Fraudulent Transfer Of Property—Smorra Senior and Mrs. Smorra

11 38. Plaintiff repeats and realleges the preceding allegations and by this reference  
12 incorporates the same as though fully set forth herein.

13 39. Defendants violated Nevada’s Uniform Fraudulent Transfer Act through their  
14 actions described herein.

15 40. On or about February 2017, Smorra Senior transferred the full extent of his interest  
16 in the Property to Mrs. Smorra, which interest had been acquired by way of his marriage to Mrs.  
17 Smorra, through execution and recordation of the First Fraudulent Transfer.

18 41. Before the First Fraudulent Transfer was made in February 2017, Smorra Senior  
19 had been sued in the California Action in January 2016, over one (1) year prior, and default against  
20 him had been taken in a suit which would eventually proceed to the Judgment against him.

21 42. The transfer of the Property from Smorra Senior to his wife, Mrs. Smorra, pursuant  
22 to the First Fraudulent Transfer, occurred approximately five (5) months before the Judgment was  
23 entered on July 3, 2017.

24 43. Mrs. Smorra is the wife of, and therefore an insider to, Smorra Senior.

25 44. The First Fraudulent Transfer, made by Smorra Senior to Mrs. Smorra, is fraudulent  
26 as to Plaintiff whose claim arose before the First Fraudulent Transfer was made.

27 ...

1           45.    Upon information and belief, Smorra Senior made the First Fraudulent Transfer  
2 with actual intent to hinder, delay or defraud Plaintiff.

3           46.    Upon information and belief, Smorra Senior made the First Fraudulent Transfer  
4 without receiving a reasonably equivalent value in exchange for the First Fraudulent Transfer.

5           47.    Upon information and belief, Smorra Senior was engaged or was about to engage  
6 in a business or a transaction for which his remaining assets were unreasonably small in relation  
7 to the business or transaction.

8           48.    Upon information and belief, Smorra Senior intended to incur, or believed or  
9 reasonably should have believed that he would incur, debts beyond his ability to pay as they  
10 became due, in light of the pending California Action commenced more than one (1) year prior to  
11 the First Fraudulent Transfer.

12           49.    Upon information and belief, Smorra Senior was insolvent at the time of the First  
13 Fraudulent Transfer or became insolvent as a result of the First Fraudulent Transfer.

14           50.    The First Fraudulent Transfer was made to an insider, Mrs. Smorra, Smorra  
15 Senior's wife.

16           51.    Upon information and belief, Smorra Senior retained possession or control of the  
17 Property after the First Fraudulent Transfer.

18           52.    Before the First Fraudulent Transfer was made, Smorra Senior had been sued or  
19 threatened with suit by Plaintiff.

20           53.    Upon information and belief, the First Fraudulent Transfer was of substantially all  
21 of Smorra Senior's assets.

22           54.    Upon information and belief, the First Fraudulent Transfer occurred shortly before  
23 or shortly after a substantial debt was incurred by Smorra Senior.

24           ~~55.~~    Upon information and belief, Smorra Senior transferred essential assets to Mrs.  
25 Smorra-

26           56.    As a direct and proximate result of the conduct by the Defendants, Plaintiff has  
27 been damaged in a substantial sum, in excess of \$75,000.00.

1 57. Plaintiff has, by reason of the foregoing, been required to obtain the services of an  
2 attorney and is entitled to recover its reasonable attorney fees and costs from the Defendants.

3 SECOND CAUSE OF ACTION

4 Fraudulent Transfer of Property—Smorra Junior and Mrs. Smorra

5 58. Plaintiff repeats and realleges the preceding allegations and by this reference  
6 incorporates the same as though fully set forth herein.

7 59. On or about April 2017, Smorra Junior transferred the full extent of his interest in  
8 the Property to Mrs. Smorra, through execution and recordation of the Second Fraudulent Transfer.

9 60. Before the Second Fraudulent Transfer was made in April 2017, Smorra Junior had  
10 been sued in the California Action in January 2016, over one (1) year prior, and default against  
11 him had been taken in a suit which would eventually proceed to the Judgment against him.

12 61. The transfer of the Property from Smorra Junior to Mrs. Smorra occurred over one  
13 (1) year after Plaintiff commenced litigation against Smorra Junior, and he was facing a substantial  
14 debt in excess of \$1.5 million arising from his personal guaranty of debt incurred by Napa Chrysler.

15 62. The transfer of the Property from Smorra Junior to his mother, Mrs. Smorra,  
16 pursuant to the Second Fraudulent Transfer, occurred approximately three (3) months before the  
17 Judgment was entered on July 3, 2017.

18 63. Mrs. Smorra is the mother of, and therefore an insider to, Smorra Junior.

19 64. The Second Fraudulent Transfer, made by Smorra Junior to Mrs. Smorra, is  
20 fraudulent as to Plaintiff, whose claim arose before the Second Fraudulent Transfer was made.

21 65. Upon information and belief, Smorra Junior made the Second Fraudulent Transfer  
22 with actual intent to hinder, delay or defraud Plaintiff.

23 66. Upon information and belief, Smorra Junior made the Second Fraudulent Transfer  
24 without receiving a reasonably equivalent value in exchange for the Second Fraudulent Transfer.

25 67. Upon information and belief, Smorra Junior was engaged or was about to engage  
26 in a business or a transaction for which his remaining assets were unreasonably small in relation  
27 to the business or transaction.

1           68.    Upon information and belief, Smorra Junior intended to incur, or believed or  
2 reasonably should have believed that he would incur, debts beyond his ability to pay as they  
3 became due, in light of the pending California Action commenced more than one (1) year prior to  
4 the Second Fraudulent Transfer.

5           69.    Upon information and belief, Smorra Junior was insolvent at that time of the  
6 Second Fraudulent Transfer or became insolvent as a result of the Second Fraudulent Transfer.

7           70.    The Second Fraudulent Transfer was made to an insider, Mrs. Smorra, Smorra  
8 Junior's mother.

9           71.    Upon information and belief, Mrs. Smorra had reasonable cause to believe that  
10 Smorra Junior was insolvent at the time of the Second Fraudulent Transfer.

11           72.    Upon information and belief, Smorra Junior retained possession or control of the  
12 Property after the Second Fraudulent Transfer.

13           73.    Before the Second Fraudulent Transfer was made, Smorra Junior had been sued or  
14 threatened with suit, by Plaintiff.

15           74.    Upon information and belief, the Second Fraudulent Transfer was of substantially  
16 all of Smorra Junior's assets.

17           75.    Upon information and belief, the Second Fraudulent Transfer occurred shortly  
18 before or shortly after a substantial debt was incurred by Smorra Junior.

19           76.    Upon information and belief, Smorra Junior transferred essential assets to Mrs.  
20 Smorra.

21           77.    As a direct and proximate result of the conduct by the Defendants, Plaintiff has  
22 been damaged in a substantial sum, in excess of \$75,000.00.

23           78.    Plaintiff has, by reason of the foregoing, been required to obtain the services of an  
24 attorney and is entitled to recover its reasonable attorney fees and costs from the Defendants.

25 ...

26 ...

27 ...







1 96. Plaintiff's Complaint in this Action was filed on April 27, 2018.

2 97. After recordation on July 27, 2018, of the Notice of Pendency of Action Affecting  
3 Real Property in Douglas County, Nevada, Plaintiff served Defendants with the Notice of Intent  
4 to Take Fraudulent Transfer Default on July 31, 2018.

5 98. Thereafter, on August 3, 2018, Defendants' answer was filed in this Action.

6 99. On September 5, 2018, the Third Fraudulent Transfer among Defendants recorded  
7 in Douglas County, Nevada, wherein by Quitclaim Deed Mrs. Smorra and Smorra Senior "a  
8 married couple" purported to transfer to Smorra Junior, for consideration of \$1.00 (one dollar), a  
9 "fifty percent (50%) interest in the [Property]" ("Third Fraudulent Transfer").

10 100. The State of Nevada Declaration of Value form attached as the last page to the  
11 Third Fraudulent Transfer indicated that Mrs. Smorra and Smorra Senior facilitated a "Transfer of  
12 title without consideration from parents to son[.]".

13 101. Upon information and belief, and based upon section 4 of the State of Nevada  
14 Declaration of Value Form attached as the last page to the Third Fraudulent Transfer, Smorra  
15 Senior and Mrs. Smorra (together, the "Parents Smorra") did not receive any consideration from  
16 their son, Smorra Junior, for the transfer of any interest(s) in the Property to him.

17 102. Mrs. Smorra is the mother of Smorra Junior and therefore an insider to Smorra  
18 Junior.

19 103. Smorra Senior is the father of Smorra Junior and therefore an insider to Smorra  
20 Junior.

21 104. The Third Fraudulent Transfer was a transfer of a fifty-percent interest allegedly  
22 held by Parents Smorra in the Property, to their son.

23 105. The Third Fraudulent Transfer, made by Parents Smorra to Smorra Junior, is  
24 fraudulent as to Plaintiff, whose claim arose before the Third Fraudulent Transfer was made.

25 106. Upon information and belief, the Parents Smorra made the Third Fraudulent  
26 Transfer with actual intent to hinder, delay or defraud Plaintiff.

27 ...

1           107. Upon information and belief, the Parents Smorra made the Third Fraudulent  
2 Transfer without receiving a reasonably equivalent value in exchange for the Third Fraudulent  
3 Transfer.

4           108. Upon information and belief, the Parents Smorra were engaged or were about to  
5 engage in a business or a transaction for which their remaining assets were unreasonably small in  
6 relation to the business or transaction.

7           109. Upon information and belief, the Parents Smorra intended to incur, or believed or  
8 reasonably should have believed that they would incur, debts beyond their ability to pay as they  
9 became due, in light of the pending California Action commenced more than one (1) year prior to  
10 the transfer and in light of this Action pending for nearly five (5) months prior to Third  
11 Fraudulent Transfer.

12           110. Upon information and belief, the Parents Smorra were insolvent at that time of the  
13 Third Fraudulent Transfer or became insolvent as a result of the Third Fraudulent Transfer.

14           111. The Third Fraudulent Transfer was made to an insider, Smorra Junior, the son of  
15 Parents Smorra.

16           112. Upon information and belief, Smorra Junior had reasonable cause to believe that  
17 Parents Smorra were insolvent at the time of the Third Fraudulent Transfer.

18           113. Upon information and belief, Parents Smorra retained possession or control of the  
19 Property after the Third Fraudulent Transfer.

20           114. Before the Third Fraudulent Transfer was made, Parents Smorra had been sued or  
21 threatened with suit by Plaintiff.

22           115. Upon information and belief, the Third Fraudulent Transfer was of substantially  
23 Parents Smorra's assets.

24           116. Upon information and belief, the Third Fraudulent Transfer occurred shortly before  
25 or shortly after a substantial debt was incurred by Parents Smorra.

26           117. Upon information and belief, Parents Smorra transferred essential assets to Smorra  
27 Junior.

1 118. As a direct and proximate result of the conduct by the Defendants, Plaintiff has  
2 been damaged in a substantial sum, in excess of \$75,000.00.

3 119. Plaintiff has, by reason of the foregoing, been required to obtain the services of an  
4 attorney and is entitled to recover its reasonable attorney fees and costs from the Defendants.

5 DEMAND

6 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

7 1. For all damages allowed by law as to each of Plaintiff's Causes of Action;

8 2. For prejudgment and post-judgment interest, at the highest rate permitted by  
9 applicable law;

10 3. For a declaration by the Court that that the transactions described herein relating to  
11 the Property are fraudulent transfers, and Plaintiff may execute upon and apply the asset consisting  
12 of the Property, based upon the fraudulent transfers and other property interests, toward the  
13 satisfaction of the Judgment;

14 4. For all remedies permitted under the Nevada Uniform Fraudulent Transfer Act  
15 including, without limitation, a judgment against Mrs. Smorra for the value of the asset transferred  
16 in First Fraudulent Transfer and Second Fraudulent Transfer and the avoidance of Third Fraudulent  
17 Transfer;

18 5. For an order of attachment and/or garnishment against the fraudulently transferred  
19 asset consisting of the Property and other property of the transferees;

20 6. For an injunction against further disposition by the Defendants of the fraudulently  
21 transferred asset consisting of the Property and of any other property until the Judgment, plus  
22 attorney fees and interests and costs as allowed by law are satisfied in full;

23 7. For the appointment of a receiver to take charge of the Property or of other property  
24 of the transferees;

25 8. For all costs and expenses, including reasonable attorney fees, incurred by Plaintiff  
26 in connection with the commencement and prosecution of this Action, and

27 ...

