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IN THE SUPREME COURT OF THE STATE OF NEVADA

RESOURCES GROUP, LLC, AS
TRUSTEE OF THE EAST SUNSET
ROAD TRUST,

Appellant,

vs.

NEVADA ASSOCIATION SERVICES,
INC.; and HYDR-O-DYNAMIC
CORPOARTION

Respondents,

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Clerk of Supreme Court

SUPREME COURT CASE NO.:
71268

EIGHTH JUDICIAL DISTRICT
COURT CASE NO.:
A-15-714027-C

**RESPONDENT HYDR-O-DYNAMIC CORPORATION'S
ANSWERING BRIEF**

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1 **DISCLOSURE STATEMENT PUSUANT TO NRAP 26.1**

2 The undersigned counsel of record certifies that the following are
3 persons and entities as describe in NRAP 26.1(a) and must be disclosed:
4

5 Hydr-O-Dynamic Corporation is a Nevada corporation.

6 The sole shareholder of Hydr-O-Dynamic Corporation is Juan
7 Guzman.
8

9 The Las Vegas law firm of Goold Patterson is the only firm that
10 represented Hydr-O-Dynamics Corporation in the District Court. Jeffrey D.
11 Patterson is the only attorney of Goold Patterson to appear on behalf of
12 Hydr-O-Dynamic Corporation.
13

14 These representations are made in order that the judges of this Court
15 may evaluate possible disqualification or recusal.
16

17 

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1 Hydr-O-Dynamic Corporation ("HODC"), submits this Answer
2 ("Answering Brief") to Appellant Resources Group LLC's ("Appellant")
3 Opening Brief ("Opening Brief") in Nevada Supreme Case No. 71268.
4

5 **I. SUMMARY OF THE ARGUMENT**

6 The CC&Rs for Sunpac Industrial Park granted the Association the
7 right to record and foreclose an assessment lien pursuant to NRS §§
8 116.31162 and 116.31164. HODC did not dispute the provisions of the
9 CC&Rs at trial and does not dispute them on appeal.
10

11 Title to the Property did not vest in Appellant when Appellant
12 tendered the bid amount to NAS following the foreclosure sale. Appellant's
13 argument assumes such sale was valid and not subject to being set aside.
14 HODC's position is the sale was not valid and/or is subject to being set
15 aside. In either event, title would not vest in Appellant.
16
17

18 HODC is entitled to equitable relief. Appellant interprets this
19 Court's decision in *Shadow Wood Homeowners Association, Inc. v. New*
20 *York Community Bancorp, Inc.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, very
21 narrowly. A proper reading of the case concludes that the Court has broad
22 equitable powers to set aside a foreclosure sale, based on the totality of the
23 circumstances.
24

25 Appellant argues that the trial court's findings of fact in paragraphs
26 26 and 27 of the Judgment (JA2, pg. APP000324 – APP000333) are not
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28

1 supported by substantial evidence. A review of the trial testimony and trial
2 court's discussion shows substantial evidence to support the trial court.
3 Findings of fact are in the purview of the trial court, having heard the
4 evidence and observed the witnesses and testimony. This Court should not
5 substitute its judgment for the trial court's findings of fact.
6

7
8 Appellant is not entitled to receive a trustee's deed from NAS, the
9 foreclosure trustee, pursuant to NRS § 116.31164(3)(a). NAS determined
10 that the foreclosure sale was not valid. HODC maintains the foreclosure
11 sale was not valid and/or should be set aside on equitable grounds. NRS §
12 116.31164(3)(a) assumes a valid, unchallenged foreclosure sale. In the
13 absence of such a sale, its provisions do not apply.
14

15 II. LEGAL ARGUMENT

16 A. The CC&Rs for Sunpac Industrial Park granted to the 17 Association the right to record and foreclose an 18 assessment lien pursuant to NRS §§ 116.31162 and 19 116.31164.

20 The provisions of the Sunpac Industrial Park CC&Rs and the rights
21 of the Association under the CC&Rs to file an assessment lien for
22 delinquent assessments and to enforce the lien by foreclosure pursuant to
23 NRS §§ 116.31162 and 116.31164 have not been disputed by the parties in
24 the previous proceedings of this case. HODC does not dispute Appellant's
25 assertion in the Opening Brief, Argument, Section 1. (Opening Brief, pg.
26
27
28

1 10-11).

2 **B. Title to the Property DID NOT vest in Appellant when**
3 **Appellant tendered the bid amount to NAS.**

4 Appellant argues that completion of a foreclosure sale and tender of
5 the sale bid amount vests title in the successful bidder. Opening Brief,
6 Section 2, pg. 11-12. Appellant couches its argument in terms of an
7 absolute: If a foreclosure sale is completed and the successful bidder tenders
8 the bid price, title absolutely passes to the bidder.
9
10

11 Appellant relies primarily on *In re Grant*, 303 B.R. 205 (Bankr. D.
12 Nevada), an opinion authored by Judge Linda B. Riegle. *In re Grant*
13 involved a foreclosure sale completed on August 6, 2013. The debtor filed
14 bankruptcy the next day, on August 7, 2013. The trustee's deed was not
15 recorded until August 15, 2013, after the filing of the bankruptcy. The
16 debtor argued that title to the foreclosed property did not transfer until the
17 recording of the deed, and that the filing of the bankruptcy imposed the
18 Bankruptcy Code's automatic stay, prohibiting recording of the deed and
19 transfer of title.
20
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23 The Bankruptcy Court rejected the debtor's argument, holding that
24 the foreclosure sale is complete upon the conclusion of the bidding and the
25 payment of the bid amount. *Id.* at 209-210. Appellant relies on this holding
26 for the conclusion in its Opening Brief:
27
28

1 Because the evidence is undisputed that Eddie Haddad
2 delivered four cashier's checks for the purchase price of
3 \$350,000.00 to NAS at the foreclosure sale held on February
4 13, 2015, title to the Property vested in plaintiff when plaintiff
5 paid the \$350,000.00 purchase price immediately after the
6 public auction held on February 13, 2015.

(Opening Brief, pg. 12, lines 21-27.)

7 Appellant misses a critical point in *In re Grant*. Judge Riegle begins
8 her opinion by stating: "Under Nevada law, a valid trustee's foreclosure sale
9 terminates all legal interest of the debtor in the property," citing *Charmicor,*
10 *Inc. v. Bradshaw Fin. Co.*, 92 Nev. 310, 313, 550 P. 2d 413 (1976). *Id.* at
11 208-209. (emphasis added). Thus, the holding in *In re Grant* is based on
12 the assumption of a **valid** foreclosure sale. Title passes to the successful
13 bidder at the conclusion of a **valid** foreclosure sale and the payment of the
14 bid amount. That only makes sense. An invalid or deficient sale should not
15 have the effect of transferring title.

16
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18
19 The overriding issue presented in the case before this Court is
20 whether the February 13, 2015, foreclosure sale was, in fact, valid.
21 Appellant argues that the validity or propriety of the sale is inconsequential
22 so long as the sale is completed and the bidder tenders the bid amount.
23 That is not the law. If HODC's check was received by NAS prior to the
24 sale, the debt would have been discharged, making the sale improper. See
25 *Ruppert v. Edwards*, 67 Nev. 200, 216 P.2d 616 (1950). Even if not,
26
27
28

1 *Shadow Wood Homeowners Association, Inc. v. New York Community*
2 *Bancorp, Inc.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, holds that the Court
3 has equitable authority to set aside a foreclosure sale.
4

5 The trial court rejected Appellant's argument of the absolute finality
6 of the foreclosure sale. During closing, Appellant presented basically the
7 same argument as set forth in the Opening Brief, Argument, Section 2,
8 relying on *In re Grant*. The trial judge noted:
9

10 If the law ended there, *Shadow Creek* [sic, *Wood*] wouldn't
11 exist. So, that cannot be an absolute, the way that you want to
12 argue it, Mr. Bohn. It simply can't because if that were true,
13 then the Supreme Court would have simply said, if someone is
14 a bona fide purchaser, that's the end of the discussion and we
15 don't discuss equity at all.

16 (JA1, pg. APP000417, lines 10-16.)

17 Accepting Appellant's argument abrogates this Court's holding in
18 *Shadow Wood*. The completion of the foreclosure sale and payment of the
19 bid amount does not necessarily result in the vesting of title of the Property
20 in Appellant where the validity of the sale is subject to challenge or
21 equitable considerations.
22

23
24 **C. Equitable Relief is Available to Respondents.**

25 Appellant argues that HODC and NAS are not entitled to equitable
26 relief from the foreclosure sale. Appellant concludes the sale was
27 "conducted properly, lawfully, and fairly." Opening Brief, pg. 15, lines 23-
28

1 25. Appellant ignores the fact that NAS, the trustee of the sale, determined
2 the foreclosure sale was improper, refused to issue a trustee's deed and
3 offered Appellant return of the purchase monies. Joint Pre-Trial
4 Memorandum, JA2, pg. APP000259, lines 17-18. As examined in more
5 detail in the following section of this Answering Brief, Appellant had the
6 burden of proof regarding the propriety of the sale and the right to title.
7
8 *Breliant v. Preferred Equities Corp.*, 112 Nev. 663, 669, 918 P.2d 314, 318
9 (1996) (“In a quiet title action, the burden of proof rests with the plaintiff to
10 prove good title in himself.”). Appellant failed to carry that burden.
11
12

13 Appellant primarily argues that this Court's holding in *Shadow*
14 *Wood Homeowners Association, Inc., v. New York Community Bancorp,*
15 *Inc.*, 137 Nev. Adv. Op. 5, 366 P.3d 1105 (2016) allows setting aside a
16 foreclosure sale only in the event of a grossly inadequate price accompanied
17 by some element of fraud, unfairness, or oppression as accounts for and
18 brings about the inadequacy of price. Opening Brief, pg. 13, line 7 – 14, line
19
20 6. Appellant reads *Shadow Wood* too narrowly.
21

22 In *Shadow Wood*, the Court noted that “[h]istory and basic rules of
23 statutory interpretation confirm our view that courts retain the power to grant
24 equitable relief from a defective foreclosure sale when appropriate.” *Id.*, 366
25 P.3d at 1110. The Court further confirmed “[i]t has always been recognized
26 that equity has inherent original jurisdiction of bills to quiet title to property
27
28

1 and to remove a cloud from the title,” citing *MacDonald v. Krause*, 77 Nev.
2 312, 317, 362 P.2d 724, 727 (1961). *Id.*, 366 P.3d at 1111. The Court
3 additionally held “[w]hen sitting in equity, however, courts must consider
4 the entirety of the circumstances that bear upon the equities.” *Id.*, 366 P.3d
5 1114 (citations omitted).
6

7
8 The entirety of the circumstances in this case weigh the equities in
9 favor of HODC. Mr. Guzman, the president and sole shareholder of HODC,
10 testified that the Property was purchased in 2009 as part of an exchange for
11 the amount of \$2,250,000.00. JA2, pg. APP000377, lines 20-25. The
12 Property was used primarily to store equipment. JA2, pg. APP000379, line
13 19 – APP000380, line 6. Mr. Guzman testified that the Property was rarely
14 visited, mail to HODC was directed to HODC’s offices at another location
15 and that Mr. Guzman did not obtain keys to the onsite mailbox for the
16 Property until late 2014. JA2, pg. APP000380, lines 7 – APP000381, line
17 12. Mr. Guzman first became aware of the Association lien foreclosure
18 matter when he was personally served with the notice of sale while visiting
19 the Property. JA2, pg. APP000375, lines 4-13. Mr. Guzman testified that
20 after receiving the notice, he wrote a check in the amount stated in the notice
21 of sale (\$6,554.09) payable and addressed to NAS, and mailed the check
22 from the Las Vegas Main Post Office on Sunset Road. JA2, pg.
23 APP000375, line 16 – APP000376, line 14. The check was written and
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1 mailed on February 6, 2015. JA1, pg. APP000041; JA2, APP000377, lines
2 9-12. Mr. Guzman further testified that he mailed the check at the Las
3 Vegas Main Post Office expecting it to be delivered the next business day.
4 JA2, APP000376, line 14 – APP000377, line 8.

6 There is no dispute in the record that Mr. Guzman acted reasonably
7 by mailing the check and expecting it to arrive at NAS’ offices across town
8 prior to the date of the foreclosure sale. Indeed, Nevada law provides a
9 presumption, though disputable, that “a letter duly directed and mailed was
10 received in the regular course of the mail.” NRS § 47.250(13) (emphasis
11 added). Certainly Mr. Guzman could have done a better job to insure the
12 payment reached NAS’ offices prior to the February 13 sale date, such as
13 personal delivery, overnight delivery or other form of trackable delivery.
14 Mr. Guzman should have called NAS to make sure it received the payment.
15 The clarity of hindsight undoubtedly emphasizes the preferable choice of
16 those options. However, the fact that Mr. Guzman could have done better
17 does not negate the reasonableness of his actions. The notice of foreclosure
18 sale received by HODC warned:

23
24 UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS
25 NOTICE BEFORE THE SALE DATE, YOU COULD LOSE
26 YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE.
27 YOU MUST ACT BEFORE THE SALE DATE.

28 JA1, pg. APP000211. HODC did act before the sale date. It desired to, and

1 did, pay the arrearages as demanded in the notice.

2 At the time of the foreclosure sale, the Property was worth at least
3 one million dollars. (Mr. Guzman testified that the value was \$1.5 to \$1.8
4 million (JA2, pg. APP000384), Mr. Yergensen testified that Mr. Haddad had
5 referred to the Property as “a million-dollar piece of property” (JA2, pg.
6 APP000393, lines 15-17) and the trial court found that the Property had a
7 value of “between one million and 1.2 million dollars (Judgment, JA2, pg.
8 APP000327, lines 27-28).) Accordingly, the payment of the \$6,554.09
9 would preserve approximately one million dollars of value for HODC.
10
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13 Appellant’s bid at the sale was \$350,000.00. JA2, pg. APP000355,
14 lines 13-18. If the sale was unchallenged, HODC would have received the
15 bid price less the lien claim, being \$343,444.91. That amount is more than
16 \$650,000.00 less than the lowest valuation of the Property at the time of sale
17 and a whopping \$1,900,000.00 less than the purchase price of the Property.
18 No matter how one runs the numbers, HODC would take a huge beating if
19 the sale were confirmed.
20
21

22 However, HODC is aware the record includes considerations in
23 favor of Appellant. At the time of the sale, Appellant was not aware that
24 HODC had sent the check to NAS and that Appellant believed it had
25 legitimately purchased the Property. HODC also understands that Appellant
26 anticipated the realization of a significant profit, purchasing a property worth
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1 not less than one million dollars for approximately one-third that amount.

2 The trial court weighed these considerations. The trial court noted
3 that non-judicial foreclosure sales serve the purposes of protecting a debtor
4 form wrongful foreclosure and loss of property while providing a quick,
5 inexpensive and efficient remedy for creditors. Citing *Residential Capital v.*
6 *Cal-Western Conveyance Corp.*, 134 Cal.Rptr.2d 162, 108 Cal.App.4th 807
7 (2003), and finding those policies consistent with the holdings in *Shadow*
8 *Wood*. Judgment, JA2, pg. APP000339, lines 11-17.

9 The trial court determined that HODC's check arrived between 9:30
10 a.m. and 11:30 a.m. on February 13, 2015, that Appellant had the burden of
11 proof to show title should be vested in its name, and Appellant failed to
12 demonstrate that the check did not arrive prior to the sale. Judgment, JA2,
13 pg. APP000337, lines 25-26, APP000328, line 2, and APP000330, lines 15-
14 16.

15 If the check arrived prior to the sale, the debt and assessment lien
16 would have been discharged. *Ruppert v. Edwards*, 67 Nev. 200, 216 P.2d
17 616 (1950); see also *Deming National Bank v. Walraven*, 651 P.2d 1203,
18 1204, 133 Ariz. 378 (1982), "[t]here can be no quarrel with the general
19 principle that ordinarily when the secured obligation is discharged in full,
20 any mortgage securing that obligation is extinguished and ceases to exist."

21 But even if the check was delivered after the sale, the time of
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1 delivery would have been no more than one hour following the sale.
2 Judgment, JA2, pg. APP000328, line 22, “Mail is usually delivered between
3 9:30 a.m. and 11:30 a.m.” Under the *Shadow Wood* holding, considering the
4 entirety of the circumstances that bear upon the equities, considering the
5 inordinate amount of time between mailing the check and delivery at NAS’
6 offices, considering the relatively small amount of the lien claim (\$6,554.09)
7 compared to the value of the Property (at least one million dollars),
8 considering the large loss HODC would incur even if receiving the proceeds
9 of the foreclosure sale, and considering that (i) the loss of the purchase of the
10 Property by Appellant is not prejudicial to Appellant, and (ii) Appellant was
11 offered return of its funds plus interest (Judgment, JA2, pg. APP000340,
12 lines 1-3, JA2 pg. APP000326, lines 26-28), the record supports the Court
13 exercising its equitable authority to set aside the sale.
14
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18 **D. The District Court’s findings are supported by substantial**
19 **evidence.**

20 In the Opening Brief, Argument, Section 4, Appellant concludes that
21 “defendants [NAS and HODC] were required to prove that the cure payment
22 by HODC was received before the foreclosure sale.” Opening Brief, pg. 19,
23 lines 1-3. Appellant relies on *Nguyen v. Calhoun*, 105 Cal. App. 4th 428,
24 129 Cal.Rptr. 2d 436 (2003). In *Nguyen v. Calhoun*, Nguyen was
25 purchasing a property subject to a foreclosure sale. Nguyen closed escrow
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1 on the purchase, but the funds to pay off the foreclosing lender were not
2 delivered to the lender until three days after the sale. Calhoun was the
3 successful bidder at the foreclosure sale. The foreclosure trustee delivered
4 the trustee's deed to Calhoun. Nguyen brought an action seeking quiet title
5 and declaratory relief. The trial court found for Nguyen. Calhoun appealed.

6
7
8 On the California Court of Appeals reversed the trial court decision,
9 finding that the lender's debt had not been paid prior to the sale. Based on
10 that holding, Appellant concludes NAS and HODC had the burden of proof
11 of the timing of NAS' receipt of HODC's payment.
12

13 However, in *Nguyen v. Calhoun*, Nguyen was the plaintiff, bringing
14 an action to quiet title. Similarly, in this case, Appellant was the plaintiff,
15 bringing an action to quiet title. (See Opening Brief, Routing Statement, pg.
16 viii, "This case is a quiet title action.") Under Nevada law, the party seeking
17 to quiet title carries the burden "to prove good title in himself." *Breliant v.*
18 *Preferred Equities Corporation*, 112 Nev. 663, 669, 918 P.2d 314, 318
19 (1996); cited in *Shadow Wood Homeowners Association, Inc. v. New York*
20 *Community Bancorp, Inc.*, 366 P.3d at 1112. Accordingly, Appellant carried
21 the burden to show that the foreclosure sale was valid and HODC's payment
22 did not arrive prior to the sale.
23
24
25

26 Appellant specifically objects to the trial court's findings in
27 Paragraphs 26 and 27 of the Judgment in which the trial court determined
28

1 there was insufficient evidence of the time of arrival of the mailman at NAS'
2 offices on February 13, 2015, (JA 2, pg. APP000327, lines 16-24). The
3 gravamen of Appellant's argument is Mr. Haddad's testimony that he
4 specifically remembered seeing the mailman arrive at NAS' offices after the
5 completion of the foreclosure sale and payment of the bid amount. Opening
6 Brief, pg. 19, lines 7-12; JA2, pg. APP000360, lines 1-12. However, the
7 trial judge specifically considered Mr. Haddad's testimony and was not
8 convinced of his recitation. The trial judge noted:

11 I also don't have any doubt, though, that when you [Mr.
12 Haddad] say that you remember that he [the mailman] came,
13 you have a tendency to take generalizations and make them into
14 positives. And I have no doubt you believe that you saw the
15 mailman that day, but I think that belief is based upon the fact
16 that that's when you generally see the mailman and not that you
17 really, specifically remember that the mailman arrived at
18 between 10:30 and 11 on that day.

19 JA2, pg. APP000433, lines 18-25.

20 Thus, the trial court considered the testimony upon which Appellant
21 relies and found it unconvincing.

22 Long established Nevada precedence holds that the trial court, as the
23 trier of fact, has the right to consider the credibility of the witnesses, and
24 even if the testimony is unrefuted, the trial court has the prerogative to
25 disbelieve such testimony. *Douglas Spencer and Associates v. Las Vegas*
26 *Sun, Inc.*, 84 Nev. 279, 281, 439 P.2d 473, 475 (1968). The *Douglas* court,
27
28

1 citing the California Court of Appeals in *Polk v. Polk*, 228 Cal.App.2d 763,
2 39 Cal.Rptr. 824 (1964), noted:

3
4 The trier of fact, as the exclusive judge of the credit and weight
5 to be given the testimony of a witness, may reject such
6 testimony even though uncontradicted or unimpeached when he
7 does not act arbitrarily but does so upon sound and relevant
8 considerations, such as the inherent improbability of the
9 statements, the interest of the witness in the case, his motives,
10 and the manner in which he testifies.

11
12 *Douglas Spencer and Associate v. Las Vegas Sun, Inc.*, 84 Nev. 279,
13 281-282, 439 P.2d 473, 475.

14 The *Douglas* court concluded:

15 It is the prerogative of the trier of facts to evaluate the
16 credibility of witnesses and determine the weight of their
17 testimony, and it is not within the province of the appellate
18 court to instruct the trier of fact that certain witnesses or
19 testimony must be believed.

20 *Id.* See also *Fox v. First Western Savings & Loan Association*, 86
21 Nev. 469, 472, 470 P.2d. 424, 426 (1970) (it is not the function of the
22 appellate court to substitute its view for that of the trial court); and *Tupper v.*
23 *Kroc*, 88 Nev. 146, 154, 494 P.2d 1275, 1279 (1972) (questions of fact are to
24 be determined by the trial judge who heard the testimony and observed
25 witnesses).

26 In the Opening Brief, Argument, Section 4, Appellant recites
27 specific statements from Mr. Haddad's testimony to support its argument.
28 However, the trial record contains substantial evidence to support the trial

1 court's findings. For example, Mr. Haddad testified that the foreclosure sale
2 began at "9 o'clock sharp," (JA2, pg. APP000355, line 8), when, in fact, the
3 sales started at 10:00 a.m., as stipulated by all parties (Joint Pre-Trial
4 Memorandum, JA2, pg. APP000258, lines 11-12, 16). While Appellant
5 argued Mr. Haddad's memory was specific because "the present case was
6 unlike 'any other day'" (Opening Brief, pg. 20, line 25), Mr. Haddad could
7 not recall that the sale was conducted on the Friday prior to the three-day
8 President's Day weekend (JA2, pg. APP000357, lines 7-9). Mr. Haddad
9 testified that after the date of the sale he had paid "all the bills, all the dues,
10 taxes, homeowners association dues" on the Property. JA2, pg. APP000360,
11 lines 18-20. Yet, on cross-examination, he stated that was his customary
12 practice and that could not be certain without checking his file. JA2, pg.
13 APP000362, lines 8-24. Mr. Haddad couldn't recall specifics about the
14 mailman outside the offices of NAS, stating he (Mr. Haddad) was at the
15 offices "every Friday" (JA2, pg. APP000366, line 22), and that the events
16 had occurred more than a year and a half earlier (JA2, pg. APP000367, lines
17 8-23).

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24 The trial court, measuring these and other portions of Mr. Haddad's
25 testimony against the interests of the Mr. Haddad in the case, his motives,
26 and the manner in which he testified, had substantial basis to reach its
27 findings in Paragraphs 26 and 27 of the Judgment. Those findings should
28

1 not be overturned by this Court.

2 **E. Appellant is not entitled to receive a foreclosure deed.**

3 Appellant's claim of entitlement to a foreclosure deed is predicated
4 upon the sale having been valid and/or not subject to being set aside for
5 equitable reasons. As argued above, the sale was not valid and/or is subject
6 to being set aside for equitable reasons. The requirement of NRS
7 116.31164(3)(a) does not apply.
8

9
10 **III. CONCLUSION**

11 This is an unusual case for the reason that the key fact (the time of
12 the delivery of HODC's check to NAS) cannot be determined with a degree
13 of certainty. The trial judge in this case, having long experience both as a
14 trial judge and as an appellate judge, carefully considered the facts,
15 testimony and authorities presented. The trial judge concluded that
16 Appellant had not met its burden of proof to show title to the Property
17 should be vested in its name. Nothing in the record or Appellant's argument
18 refutes that finding. Further, the weight of the equities in this case favor
19 HODC. The judgment of the trial court should be affirmed.
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22

23 DATED this 25th day of August, 2017.

24
25 GOOLD PATTERSON

26 By: 

27 Jeffrey D. Patterson, Esq.

28 Nevada Bar No. 364

1 **CERTIFICATE OF COMPLIANCE**

2 1. I hereby certify that this answering brief complies with the
3 formatting requirements of NRAP 32(a)(4), the typeface requirements of
4 NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(5) because
5 this answering brief has been prepared in a proportionally spaced typeface
6 using Microsoft Word 2010 Times New Roman 14-point font.
7

8
9 2. I further certify this answering brief complies with the page or type-
10 volume limitations of NRAP 32(a)(7)(ii). Excluding the parts of the brief
11 exempted by NRAP 32(a)(7)(C), it is proportionately spaced, has a typeface
12 of 14 points and contains 3,752 words, and does not exceed 30 pages.
13

14 3. I hereby certify that I have read this answering brief, and to the best
15 of my knowledge, information, and belief, it is not frivolous or interposed
16 for any improper purpose. I further certify that this answering brief
17 complies with all applicable Nevada Rules of Appellate Procedure, in
18 particular NRAP 28(e)(1), which requires every assertion in the brief
19 regarding matters in the record to be supported by a reference to the page
20 and volume number, if any, of the transcript or appendix where the matter
21 relied on is to be found. I understand that I may be subject to sanctions in
22 the event that the accompanying brief is not in conformity with the
23 requirements of the Nevada Rules of Appellate Procedure.
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27

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1 DATED this 25th day of August, 2017.

2 GOOLD PATTERSON

3
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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the law firm of Goold Patterson, and on the 25th day of August, 2017, I served the foregoing RESPONDENTS HYDR-O-DYNAMIC'S ANSWERING BRIEF electronically through the Court's electronic filing system to the following persons:

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