

CLERK OF THE COURT

Electronically Filed
Sep 23 2016 11:44 a.m.
Tracie K. Lindeman
Clerk of Supreme Court

1 **NOTC**

2 Abran E. Vigil
3 Nevada Bar No. 7548
Matthew D. Lamb
4 Nevada Bar No. 12991
Holly Ann Priest
5 Nevada Bar No. 13226
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9 *Attorneys for Plaintiff/Counter-*
10 *Defendant JPMorgan Chase Bank,*
National Association

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 JPMORGAN CHASE BANK, NATIONAL
14 ASSOCIATION, a national association,

15 Plaintiff,

16 vs.

17 SFR INVESTMENTS POOL 1, LLC, a
18 Nevada Limited Liability company; DOES 1
through 10; and ROE BUSINESS
ENTITIES 1 through 10, inclusive;

19 Defendants.

CASE NO. A-13-692304-C

DEPT. NO. XXIV

20 SFR INVESTMENTS POOL 1, LLC a
21 Nevada limited liability company,

22 Counter-Claimant,

23 vs.

24 JPMORGAN CHASE BANK N.A.,
25 NATIONAL ASSOCIATION, a national
association; ROBERT M. HAWKINS, an
individual; CHRISTINE V. HAWKINS, an
26 individual; DOES 1 10; and ROE
BUSINESS ENTITIES 1 through 10,
27 inclusive;

28 Counter-Defendant.

BALLARD SPAHR LLP
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NEVADA 89106
(702) 471-7000 FAX (702) 471-7070

NOTICE OF APPEAL

Plaintiff/Counter-Defendant JPMorgan Chase Bank, National Association hereby appeals to the Nevada Supreme Court from the *Order Granting SFR Investments Pool 1, LLC's Motion for Summary Judgment* entered August 23, 2016 and from all interlocutory judgments and orders made appealable thereby.

Dated: September 16, 2016.

BALLARD SPAHR LLP

By: /s/ Matthew D. Lamb

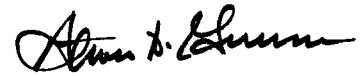
Abran E. Vigil
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Matthew D. Lamb
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100 North City Parkway, Suite 1750
Las Vegas, NV 89106

*Attorneys for Plaintiff/Counter-
Defendant JPMorgan Chase Bank,
National Association*

I HEREBY CERTIFY that on September 16, 2016, I filed a copy of the foregoing NOTICE OF APPEAL. The following parties will be served by the Eighth Judicial District Court's E-Filing system:

Attorneys for SFR Investments Pool 1, LLC

/s/ Sarah Walton
An employee of BALLARD SPAHR LLP



CLERK OF THE COURT

1 ASTA
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lambm@ballardspahr.com
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9 *Attorneys for Plaintiff/Counter-*
10 *Defendant JPMorgan Chase Bank,*
National Association

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

13 JPMORGAN CHASE BANK, NATIONAL
14 ASSOCIATION, a national association,

15 Plaintiff,

16 vs.

17 SFR INVESTMENTS POOL 1, LLC, a
18 Nevada Limited Liability company; DOES 1
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ENTITIES 1 through 10, inclusive;

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CASE NO. A-13-692304-C

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20 SFR INVESTMENTS POOL 1, LLC a
21 Nevada limited liability company,

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23 vs.

24 JPMORGAN CHASE BANK N.A.,
25 NATIONAL ASSOCIATION, a national
association; ROBERT M. HAWKINS, an
26 individual; CHRISTINE V. HAWKINS, an
individual; DOES 1 10; and ROE
27 BUSINESS ENTITIES 1 through 10,
inclusive;

28 Counter-Defendants.

CASE APPEAL STATEMENT

1. Name of appellant filing this case appeal statement:

Plaintiff/Counter-Defendant JPMorgan Chase Bank, National Association
("Chase").

2. Identify the judge issuing the decision, judgment, or order appealed
from:

District Judge Jim Crockett.

3. Identify each appellant and the name and address of counsel for each
appellant:

Counsel for Appellant Chase:

Abran E. Vigil
Matthew D. Lamb
Holly Ann Priest
BALLARD SPAHR LLP
100 North City Parkway, Suite 1750
Las Vegas, Nevada 89106

4. Identify each respondent and the name and address of appellate
counsel, if known, for each respondent (if the name of a respondent's appellate
counsel is unknown, indicate as much and provide the name and address of that
respondent's trial counsel):

Counsel for Respondent SFR Investments Pool 1, LLC ("SFR"):

Jacqueline A. Gilbert
Diana Cline Ebron
Karen Hanks
KIM GILBERT EBRON
7625 Dean Martin Drive, Suite 100
Las Vegas, Nevada 89139

5. Indicate whether any attorney identified above in response to question
3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court
granted that attorney permission to appear under SCR 42 (attach a copy of any
district court order granting such permission):

Not applicable.

6. Indicate whether appellant was represented by appointed or retained counsel in the district court:

Appellant was represented by retained counsel in the district court.

7. Indicate whether appellant is represented by appointed or retained counsel on appeal:

Appellant will be represented by the retained counsel listed in question 3 on appeal.

8. Indicate whether appellant was granted leave to proceed in forma pauperis, and the date of entry of the district court order granting such leave:

Not applicable.

9. Indicate the date the proceedings commenced in the district court (e.g., date complaint, indictment, information, or petition was filed):

November 27, 2013.

10. Provide a brief description of the nature of the action and result in the district court, including the type of judgment or order being appealed and the relief granted by the district court:

This is a quiet title action arising from an HOA foreclosure sale under NRS Chapter 116. The subject property is located at 3263 Morning Springs Drive, Henderson, Nevada, 89074 (the "Property"). Defendant/Counter-Claimant SFR was the highest bidder at the foreclosure sale. Plaintiff/Counter-Defendant Chase is the beneficiary of record and servicer of a deed of trust recorded against the Property. During the HOA foreclosure sale, Chase was servicing the loan associated with the Property on behalf of the Federal Home Loan Mortgage Corporation, the owner of the loan and deed of trust. Counter-defendants Robert M. Hawkins and Christine V. Hawkins were the record owners of the Property at the time of the sale.

Chase filed its original complaint on November 27, 2013 and its amended complaint on March 9, 2016. The amended complaint names SFR as a defendant and includes claims for declaratory relief, quiet title, and unjust enrichment. Chase argues that the deed of trust survived the HOA foreclosure sale for a variety of reasons.

SFR filed an answer, counterclaim, and cross-claim on March 20, 2014, which named Chase, Robert Hawkins, and Christine Hawkins as defendants. SFR brought claims against Chase and the Hawkinses for declaratory relief and quiet title. SFR argues that the HOA foreclosure sale extinguished the deed of trust and the Hawkinses' ownership interest in the Property.

1 The Hawkinses were dismissed from the case by way of a stipulation and
2 order filed April 23, 2014.

3 After Chase filed its amended complaint on March 9, 2016, SFR filed an
4 answer to the amended complaint. SFR did not file an amended version of
5 the counterclaim and cross-claim it had included in its original answer.

6 On July 7, 2016, SFR filed a motion for summary judgment on the claims in
7 Chase's amended complaint and the claims in SFR's counterclaim. Chase
8 filed an opposition on July 26, 2016 and SFR filed a reply on August 1, 2016.
9 The district court held a hearing on August 9, 2016 before granting the
10 motion in an order filed August 23, 2016 which held, for the reasons stated
11 therein, that the deed of trust was extinguished by the HOA foreclosure sale.
12 SFR gave notice of entry of the order on August 24, 2016.

13 Chase appeals from the order granting SFR's motion for summary judgment
14 and from all interlocutory judgments and orders made appealable thereby.

15 11. Indicate whether the case has previously been the subject of an appeal
16 to or original writ proceeding in the Supreme Court and, if so, the caption and
17 Supreme Court docket number of the prior proceeding:

18 Not applicable.

19 12. Indicate whether this appeal involves child custody or visitation:

20 Not applicable.

21 13. If this is a civil case, indicate whether this appeal involves the
22 possibility of settlement:

23 Chase does not believe there is a possibility of settlement.

24 Dated: September 16, 2016.

25 BALLARD SPAHR LLP

26 By: /s/ Matthew D. Lamb

27 Abran E. Vigil

28 Nevada Bar No. 7548

Matthew D. Lamb

Nevada Bar No. 12991

Holly Ann Priest

Nevada Bar No. 13226

100 North City Parkway, Suite 1750
Las Vegas, NV 89106

*Attorneys for Plaintiff/Counter-
Defendant JPMorgan Chase Bank,
National Association*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 16, 2016, I filed a copy of the foregoing CASE APPEAL STATEMENT. The following parties will be served by the Eighth Judicial District Court's E-Filing system:

KIM GILBERT EBRON

Diana Cline Ebron, diana@kgelegal.com
E-Service for Kim Gilbert Ebron, eservice@hkimlaw.com
Michael L. Sturm, mike@kgelegal.com
Tomas Valerio, staff@kgelegal.com

Attorneys for SFR Investments Pool 1, LLC

/s/ Sarah Walton
An employee of BALLARD SPAHR LLP

DEPARTMENT 24
CASE SUMMARY
CASE NO. A-13-692304-C

JPMorgan Chase Bank National Association, Plaintiff(s)
vs.
SFR Investments Pool 1 LLC, Defendant(s)

§
§
§
§
§

Location: **Department 24**
Judicial Officer: **Crockett, Jim**
Filed on: **11/27/2013**
Case Number History:
Cross-Reference Case Number: **A692304**

CASE INFORMATION

Statistical Closures

08/23/2016 Summary Judgment

Case Type: **Title to Property**
Subtype: **Quiet Title**

Case Flags: **Appealed to Supreme Court**
Arbitration Exemption Granted

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	A-13-692304-C
Court	Department 24
Date Assigned	01/05/2015
Judicial Officer	Crockett, Jim











PARTY INFORMATION

Plaintiff	JPMorgan Chase Bank National Association	Vigil, Abran E. <i>Retained</i> 702-471-7000(W)
Defendant	SFR Investments Pool 1 LLC	Kim, Howard C. <i>Retained</i> 702-485-3300(W)
Counter Claimant	SFR Investments Pool 1 LLC	Kim, Howard C. <i>Retained</i> 702-485-3300(W)
Counter Defendant	Hawkins, Christine V Removed: 04/23/2014 Dismissed	Kim, Howard C. <i>Retained</i> 702-485-3300(W)
	Hawkins, Robert M Removed: 04/23/2014 Dismissed	Kim, Howard C. <i>Retained</i> 702-485-3300(W)
	JPMorgan Chase Bank National Association	Vigil, Abran E. <i>Retained</i> 702-471-7000(W)
Cross Claimant	SFR Investments Pool 1 LLC	Kim, Howard C. <i>Retained</i> 702-485-3300(W)
Cross Defendant	Hawkins, Christine V	Kim, Howard C. <i>Retained</i> 702-485-3300(W)
	Hawkins, Robert M	Kim, Howard C. <i>Retained</i> 702-485-3300(W)
	JP Morgan Chase Bank, National Association Removed: 03/18/2014	


DEPARTMENT 24
CASE SUMMARY
CASE NO. A-13-692304-C
 Data Entry Error

DATE	EVENTS & ORDERS OF THE COURT	INDEX
11/27/2013	 Complaint Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Complaint</i>	
11/27/2013	 Initial Appearance Fee Disclosure Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Initial Appearance Fee Disclosure</i>	
11/27/2013	Case Opened	
03/11/2014	 Summons Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Summons</i>	
03/18/2014	 Answer and Counterclaim Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Answer, Counter-Claim and Cross-Claim</i>	
03/18/2014	 Notice of Lis Pendens Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Notice of Lis Pendens</i>	
03/20/2014	 Amended Answer Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Amended Answer, Counterclaim and Cross-Claim</i>	
03/24/2014	 Certificate of Service Filed by: Cross Claimant SFR Investments Pool 1 LLC <i>Certificate of Service</i>	
03/24/2014	 Certificate of Service Filed by: Cross Claimant SFR Investments Pool 1 LLC <i>Certificate of Service</i>	
03/31/2014	 Certificate of Service Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Certificate of Service</i>	
03/31/2014	 Motion for Summary Judgment Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>JPMorgan Chase Bank's Motion For Summary Judgment</i>	
04/04/2014	 Affidavit of Service Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Affidavit of Service</i>	
04/04/2014	 Affidavit of Service Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Affidavit of Service</i>	
04/23/2014	 Stipulation and Order for Dismissal Without Prejudice	












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CASE SUMMARY
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	Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Stipulation and Order Dismissing Defendants Robert M. Hawkins and Christine v. Hawkins without Prejudice</i>
04/23/2014	Order of Dismissal Without Prejudice (Judicial Officer: Barker, David) Debtors: Robert M Hawkins (Counter Defendant), Christine V Hawkins (Counter Defendant) Creditors: SFR Investments Pool 1 LLC (Counter Claimant) Judgment: 04/23/2014, Docketed: 04/30/2014
04/24/2014	 Notice of Entry of Stipulation & Order for Dismissal Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Notice of Entry of Stipulation and Order</i>
04/30/2014	 Stipulation and Order Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Stipulation and Order to Vacate Hearing on Plaintiff's Motion for Summary Judgment and to Stay Litigation</i>
05/01/2014	CANCELED Motion for Summary Judgment (8:15 AM) (Judicial Officer: Barker, David) <i>Vacated - per Stipulation and Order</i> <i>JPMorgan Chase Bank's Motion For Summary Judgment</i>
05/02/2014	 Notice of Entry of Stipulation and Order Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Notice of Entry of Stipulation and Order to Vacate Hearing on Plaintiff's Motion for Summary Judgment and to Stay Litigation</i>
05/27/2014	 Commissioners Decision on Request for Exemption - Granted Party: Counter Defendant JPMorgan Chase Bank National Association <i>Commissioner's Decision on Request for Exemption - Granted</i>
06/11/2014	 Arbitration File <i>Arbitration File</i>
12/04/2014	 Status Check (8:15 AM) (Judicial Officer: Barker, David) <i>Status Check Re: Stay/ Reset Motion for Summary Judgment</i>
01/05/2015	Case Reassigned to Department 24 <i>District Court Case Reassignment 2015</i>
01/30/2015	 Substitution of Attorney Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Substitution of Counsel</i>
02/18/2015	 Order Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Order Lifting Stay</i>
02/19/2015	 Notice of Entry of Order Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Notice of Entry Order</i>
06/01/2015	 Joint Case Conference Report Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Joint Case Conference Report</i>

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06/02/2015	 Joint Case Conference Report Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Joint Case Conference Report</i>
06/29/2015	 Scheduling Order <i>Scheduling Order</i>
07/06/2015	 Order Setting Civil Bench Trial <i>Order Setting Civil Bench Trial</i>
07/27/2015	 Motion Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Motion for Pre-Trial Coordination on Order Shortening Time</i>
08/07/2015	 Response Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Response to Motion for Pre-Trial Coordination of an Order Shortening time</i>
08/11/2015	 Motion to Coordinate (10:30 AM) (Judicial Officer: Bare, Rob) <i>Defendant's Motion for Pre-Trial Coordination on Order Shortening Time</i>
08/11/2015	 Answer to Counterclaim Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Answer to Amended Counterclaim</i>
08/25/2015	 Document Filed Filed by: Cross Claimant SFR Investments Pool 1 LLC <i>Proposed Case Management Order</i>
10/01/2015	 Opposition Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Opposition and Notice of Opposition to SFR Investment Pool 1, LLC's Motion for Pre-Trial Coordination on Order Shortening Time</i>
12/20/2015	 Notice of Change of Address Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Notice of Change of Address and Notice of Change of Firm Name</i>
02/02/2016	 Motion to Amend Complaint Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Motion for Leave to Amend Complaint</i>
03/07/2016	 Notice of Non Opposition Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Notice of Non-Opposition to Motion for Leave to Amend Complaint</i>
03/08/2016	 Motion (9:00 AM) (Judicial Officer: Crockett, Jim) <i>Plaintiff's Motion for Leave to Amend Complaint</i>
03/08/2016	 Order Granting Motion Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Order Granting Motion for Leave to Amend the Complaint</i>

DEPARTMENT 24
CASE SUMMARY
CASE NO. A-13-692304-C

03/09/2016	 Notice of Entry of Order Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Notice of Entry of Order Granting Motion for Leave to Amend Complaint</i>
03/09/2016	 Amended Complaint Filed By: Cross Defendant Hawkins, Christine V <i>Amended Complaint</i>
03/23/2016	 Answer to Amended Complaint Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Answer to Amended Complaint</i>
04/14/2016	Motion for Protective Order <i>Motion For Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC</i>
04/14/2016	Motion for Protective Order <i>Motion For Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC</i>
04/14/2016	Motion for Protective Order <i>Motion For Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC</i>
04/27/2016	 Motion for Protective Order Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Motion for Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC</i>
05/16/2016	 Opposition to Motion For Protective Order <i>JPMorgan Chase Bank, N.A.'s Opposition to SFR Investments Pool 1, LLC's Motion for Protective Order Relating to Rule 30(b)(6) Deposition of SFR</i>
05/20/2016	 Notice of Entry of Stipulation and Order Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Notice of Entry of Stipulation and Order</i>
05/20/2016	 Stipulation and Order Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Stipulation and Order to Continue hearing on Motion for Protective Order</i>
05/24/2016	 Stipulation and Order Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Stipulation and Order to Extend Dispositive Motion Deadline (First Request)</i>
05/25/2016	 Notice of Entry of Stipulation and Order Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Notice of Entry of Stipulation and Order to Extend Dispositive Motion Deadline (First Request)</i>
06/07/2016	 Reply in Support Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Reply in Support of Motion for Protective Order Relating to SFR Investments Pool 1, LLC's Rule 30(b)(6) Deposition</i>
06/09/2016	 Status Check (9:00 AM) (Judicial Officer: Crockett, Jim)

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CASE NO. A-13-692304-C








Status Check - Trial Readiness

06/13/2016	 Motion for Protective Order (1:30 PM) (Judicial Officer: Beecroft, Chris A., Jr.) Events: 04/27/2016 Motion for Protective Order <i>SFR Investments Pool 1, LLC's Motion for Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC</i>
06/20/2016	 Recorders Transcript of Hearing <i>Recorder's Transcript of Proceedings - SFR Investments Pool 1 LLC's Motion for Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1 LLC - heard on June 13, 2016</i>
06/28/2016	 Stipulation and Order Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Stipulation and Order to Extend Discovery Deadlines (First Request)</i>
07/07/2016	 Motion for Summary Judgment Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Motion for Summary Judgment</i>
07/11/2016	CANCELED Status Check: Compliance (2:00 PM) (Judicial Officer: Beecroft, Chris A., Jr.) <i>Vacated - per Commissioner</i>
07/11/2016	CANCELED Status Check: Compliance (2:00 PM) (Judicial Officer: Beecroft, Chris A., Jr.) <i>Vacated - Duplicate Entry</i>
07/11/2016	CANCELED Status Check: Compliance (2:00 PM) (Judicial Officer: Beecroft, Chris A., Jr.) <i>Vacated - Duplicate Entry</i>
07/13/2016	 Motion to Extend Discovery Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>JPMorgan Chase Bank NA's Motion to Extend Dispositive Motion Deadline and Continue Trial</i>
07/13/2016	 Objection to Discovery Commissioners Report and Recommend Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>JPMorgan Chase Bank NA's Objection to Discovery Commissioner's Report and Recommendations Re: SFR Investment Pool 1, LLC's Motion for Protective Order Relating to Rule 30(b)(6) Deposition of SFR</i>
07/15/2016	 Ex Parte Application Party: Counter Defendant JPMorgan Chase Bank National Association <i>JPMorgan Chase Bank NA's Ex Parte Application for an Order to Shorten Time on its Motion to Extend Dispositive Motion Deadline and Continue Trial</i>
07/19/2016	 Order Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Order on JPMorgan Chase Bank NA's Ex Parte Application for an Order to Shorten Time on its Motion to Extend Dispositive Motion Deadline and Continue Trial</i>
07/21/2016	 Discovery Commissioners Report and Recommendations Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Discovery Commissioner's Report and Recommendations as to Motion for Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC</i>
07/22/2016	 Motion in Limine

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	Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>JPMorgan Chase Bank NA's Motion to Exclude Testimony of Michael Brunson</i>
07/22/2016	 Appendix Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Appendix of Exhibits to JPMorgan Chase Bank NA's Motion to Exclude Testimony of Michael Brunson</i>
07/22/2016	 Motion to Compel Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>JP Morgan Chase Bank NA's Motion to Compel</i>
07/26/2016	 Motion for Summary Judgment Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>JPMorgan Chase Bank, N.A.'s Motion for Summary Judgment</i>
07/26/2016	 Opposition to Motion For Summary Judgment Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>JPMorgan Chase Bank, N.A.'s Opposition to SFR Investment Pool 1, LLC's Motion for Summary Judgment</i>
07/26/2016	 Appendix <i>JP Morgan Chase Bank, N.A.'s Joint Appendix of Exhibits to Motion for Summary Judgment and Opposition to Sfr Investments Pool 1, LLC's Motion for Summary Judgment</i>
08/01/2016	 Opposition to Motion Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Opposition To Jpmorgan Chase Bank, N.A.'S Motion To Extend Dispositive Motion Deadline And Continue Trial</i>
08/01/2016	 Reply in Support Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Reply in Support of its Motion for Summary Judgment</i>
08/02/2016	 Notice Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Notice of Constitutional Challenge</i>
08/02/2016	 Reply to Opposition Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>JPMorgan Chase Bank, N.A.'s Reply to SFR Investments Pool 1, LLC's Opposition to Motion to Extend Dispositive Motion Deadline and Continue Trial</i>
08/08/2016	 Opposition to Motion in Limine Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Opposition to Motion to Exclude Testimony of Michael Brunson</i>
08/08/2016	 Amended Certificate of Service Party: Cross Claimant SFR Investments Pool 1 LLC <i>Amended Certificate of Service for Opposition to Motion to Exclude Testimony of Michael Brunson</i>
08/08/2016	 Opposition to Motion Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Opposition to JP Morgan Chase Bank, N.A.'s Motion to</i>

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	<i>Compel</i>
08/09/2016	Motion for Summary Judgment (9:00 AM) (Judicial Officer: Crockett, Jim) <i>SFR Investments Pool 1, LLC's Motion for Summary Judgment</i>
08/09/2016	Motion (9:00 AM) (Judicial Officer: Crockett, Jim) <i>JPMorgan Chase Bank NA's Motion to Extend Dispositive Motion Deadline and Continue Trial</i>
08/09/2016	 All Pending Motions (9:00 AM) (Judicial Officer: Crockett, Jim)
08/09/2016	Pre Trial Conference (9:30 AM) (Judicial Officer: Crockett, Jim) <i>Stipulation and Order</i>
08/12/2016	 Opposition to Motion For Summary Judgment Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Opposition To JPMorgan Chase Bank, National Association's Motion For Summary Judgment</i>
08/22/2016	CANCELED Motion to Compel (1:30 PM) (Judicial Officer: Beecroft, Chris A., Jr.) <i>Vacated - per Commissioner</i> <i>JP Morgan Chase Bank NA's Motion to Compel</i>
08/23/2016	 Motion (9:00 AM) (Judicial Officer: Crockett, Jim) <i>JPMorgan Chase Bank NA's Motion to Exclude Testimony of Michael Brunson</i>
08/23/2016	 Order Granting Motion Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Order Granting SFR Investments Pool 1, LLC's Motion for Summary Judgment</i>
08/23/2016	Summary Judgment (Judicial Officer: Crockett, Jim) Debtors: JPMorgan Chase Bank National Association (Counter Defendant), JP Morgan Chase Bank, National Association (Cross Defendant) Creditors: SFR Investments Pool 1 LLC (Counter Claimant) Judgment: 08/23/2016, Docketed: 08/30/2016
08/24/2016	 Notice of Entry of Order Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Notice of Entry of Order Granting SFR Investments Pool 1, LLC's Motion for Summary Judgment</i>
08/30/2016	 Memorandum of Costs and Disbursements Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Memorandum of Costs And Distributions</i>
09/01/2016	CANCELED Motion for Summary Judgment (9:00 AM) (Judicial Officer: Crockett, Jim) <i>Vacated - Case Closed</i> <i>JPMorgan Chase Bank, N.A.'s Motion for Summary Judgment</i>
09/01/2016	CANCELED Calendar Call (9:30 AM) (Judicial Officer: Crockett, Jim) <i>Vacated - Case Closed</i>
09/06/2016	CANCELED Bench Trial (10:00 AM) (Judicial Officer: Crockett, Jim) <i>Vacated - Case Closed</i>
09/13/2016	 Motion for Attorney Fees and Costs Filed By: Cross Claimant SFR Investments Pool 1 LLC

DEPARTMENT 24
CASE SUMMARY
CASE NO. A-13-692304-C

SFR Investments Pool 1, LLC's Motion for Attorneys Fees

09/16/2016



Notice of Appeal

Filed By: Counter Defendant JPMorgan Chase Bank National Association
Notice of Appeal

09/16/2016



Case Appeal Statement

Filed By: Counter Defendant JPMorgan Chase Bank National Association
Case Appeal Statement

10/20/2016

Motion for Attorney Fees (9:00 AM) (Judicial Officer: Crockett, Jim)
SFR Investments Pool 1, LLC's Motion for Attorneys Fees

I. Party Information

Plaintiff(s) (Name/Address/Phone):

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national association

Attorney (name/address/phone):

TIFFANY & BOSCO, P.A.

Gregory L. Wilde, Esq.

Kevin S. Soderstrom, Esq.

212 South Jones Boulevard

Las Vegas, Nevada 89107

Telephone: (702) 258-8200

Defendant(s) (Name/Address/Phone):

SFR INVESTMENTS POOL 1, LLC, a Nevada limited liability company; DOES 1 through 10 and ROE BUSINESS ENTITIES 1 through 10, inclusive

Attorney (name/address/phone):

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

☐ **Arbitration Requested**

Civil Cases

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input checked="" type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input checked="" type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
Estimated Estate Value: <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

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

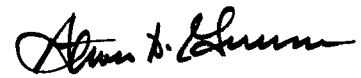
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|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

November 27, 2013

Date

/s/ Kevin S. Soderstrom

Signature of initiating party or representative



CLERK OF THE COURT

ORDR

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Attorneys for SFR Investments Pool 1, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national association,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOES 1
through 10; and ROE BUSINESS ENTITIES
1 through 10, inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter-Claimant,

vs.

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national association;
ROBERT M. HAWKINS, an individual;
CHRISTINE V. HAWKINS, an individual;
DOES 1 10 and ROE BUSINESS ENTITIES
1 through 10 inclusive,

Counter-Defendant/Cross-Defendants

Case No. A-13-692304-C

Dept. No. XXIV

**ORDER GRANTING SFR INVESTMENTS
POOL 1, LLC'S MOTION FOR
SUMMARY JUDGMENT**

This matter came before the Court on SFR Investments Pool 1, LLC ("SFR") Motion for Summary Judgment ("SFR MSJ"), filed on July 7, 2016, seeking judgment on its claims against JPMorgan Chase Bank, National Association ("Chase") for quiet title/declaratory relief and on Chase's claims against SFR for quiet title/declaratory relief and unjust enrichment. Chase filed

<input type="checkbox"/> Voluntary Dismissal	<input checked="" type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion to Dismiss by Defect(s)	<input type="checkbox"/> Judgment of Arbitration

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1 its opposition to SFR's MSJ on July 26, 2016, and SFR filed its reply on August 1, 2016. Karen
2 L. Hanks, Esq. of Kim Gilbert Ebron appeared on behalf of SFR and Abran E. Vigil, Esq. of
3 Ballard Spahr LLP appeared on behalf of Chase. No other parties or counsel appeared.

4 Having reviewed and considered the full briefing and arguments of counsel, for the
5 reasons stated on the record and in the pleadings, and good cause appearing, this Court makes the
6 following findings of fact and conclusions of law.¹

7 FINDINGS OF FACT

8 1. In 1991, Nevada adopted the Uniform Common Interest Ownership Act as NRS
9 116, including NRS 116.3116(2).²

10 2. On November 8, 1991, Pebble Canyon Homeowners Association (the
11 "Association"), recorded in the Official Records of the Clark County Recorder, its Declaration
12 of Covenants, Conditions and Restrictions ("CC&Rs") as Instrument No. 01962 in Book
13 911108 of the Official Records of the Clark County Recorder.³

14 3. The Hawkinses took title to the real property commonly known as 3263 Morning
15 Springs Drive, Henderson, Nevada 89074; Parcel No. 177-24-514-043 (the "Property"), by way
16 of a Grant, Bargain, sale Deed recorded as Instrument No. 01962 in Book 911108 on June 12,
17 2006.

18 4. On June 12, 2006, a Deed of Trust was recorded against the Property in favor of
19 GreenPoint Mortgage Funding, Inc. as Instrument No. 200606120003526 ("Deed of Trust").
20 The Deed of Trust was executed by the Hawkinses to secure a promissory note in the amount of
21 \$240,000.00. The Deed of Trust designated Mortgage Electronic Registration Systems, Inc.
22 ("MERS") as beneficiary in a nominee capacity for the lender and the lender's successors and
23 assigns.

24 5. As part of the loan transaction, the lender prepared and the Hawkinses signed, a

25 _____
26 ¹ Any findings of fact that are more appropriately conclusions of law shall be so deemed. Any conclusions
27 of law that are more appropriately findings of fact shall be so deemed.

28 ² Unless otherwise noted, the findings set forth herein are undisputed.

³ When a document is stated to have been recorded, it refers to being recorded in the Official
records of the Clark County Recorder.

1 Planned United Development Rider ("PUD Rider") a rider to the Deed of Trust, recognizing that
2 the Property was located in a sub-common interest community within the Association.

3 6. On October 27, 2009, an Assignment of Deed of Trust was recorded as
4 Instrument No. 200910270000618, stating that the MERS was assigning the Deed of Trust to
5 Chase, together with underlying promissory note.

6 7. On October 27, 2009, California Reconveyance Company ("CRC") as trustee,
7 recorded a Notice of Default and Election to Sell Under Deed of Trust, stating the Hawkines
8 had become delinquent on their payments under the note as of July 1, 2009.

9 8. On August 3, 2012, Nevada Association Services ("NAS") recorded on behalf of
10 the Association a Notice of Delinquent Assessment Lien as Instrument No. 201208030002972
11 ("NODA"). The NODA was mailed to the Hawkines.

12 9. On September 20, 2012, NAS recorded on behalf of the Association a Notice of
13 Default and Election to Sell Under Homeowners Association Lien as Instrument No.
14 201209200001446 ("NOD"). The NOD was mailed to Chase and CRC, and Chase admits
15 receipt of the NOD.

16 10. On February 7, 2013, NAS recorded on behalf of the Association a Notice of
17 Trustee's Sale as Instrument No. 201109290002672 stating a sale date of March 1, 2013
18 ("NOS"). The NOS was mailed to Chase, CRC, MERS, and GreenPoint. Chase admits receipt
19 of the NOS. The NOS was posted and published pursuant to statutory requirements.

20 11. On March 1, 2013, NAS held the Association foreclosure sale at which SFR
21 placed the highest bid of \$3,700.00 ("Association foreclosure sale").

22 12. The Trustee's Deed Upon Sale vesting title in SFR was recorded on March 6,
23 2013 as Instrument No. 201303060001648. The Trustee's Deed included the following recitals:

24 This conveyance is made pursuant to the powers conferred upon [NAS] by
25 Nevada Revised Statutes, the Pebble Canyon HOA governing documents
26 (CC&Rs) and that certain Notice of Delinquent Assessment Lien, described
27 herein. Default occurred as set forth in a Notice of Default and Election, recorded
28 on 9/20/2012. . . . Nevada Association Services, Inc. has complied with all
requirements of law including, but not limited to, the elapsing of 90 days,
mailing of copies of [NODA] and [NOD] and the posting and publication of the
Notice of Sale.

13. Chase is charged with knowledge of NRS 116 since its adoption in 1991.

14. Despite being fully aware of the Association's foreclosure sale, neither Chase, its predecessors in interest, nor their agents attempted to pay any amount of the Association's lien. Neither did they take any action to enjoin the sale or seek some intervention to determine an amount to pay.

15. In the Nevada Supreme Court's SFR Investments Pool 1, LLC v. U.S. Bank, N.A., decision, the Court was unanimous in its interpretation that a homeowners association foreclosure sale could extinguish a first deed of trust, and the only disagreement being in whether the foreclosure could be non-judicial or must be judicial. 130 Nev. ___, 332 P.3d 408, 419 (2014) (majority holding and first paragraph of the concurring in part, dissenting in part by C.J. Gibbons).

16. There is no suggestion of fraud, oppression or unfairness in the conduct of the sale. Thus, whether the price was inadequate or grossly inadequate, is immaterial.

17. In its opposition, Chase argued the loan was FHA insured through the Department of Housing and Urban Development ("HUD") and, therefore, this Court should use the Supremacy Clause to preempt NRS 116 and declare that the Association's foreclosure sale did not extinguish Chase's FDOT. This Court finds that an insurer does not have an interest in the Property that is protected under the Property Clause or Supremacy Clause until title is transferred to HUD.

18. Chase also argued that the SFR Decision should not be applied retroactively.

19. Chase provided no evidence that its alleged payments for taxes or insurance were made in defense of property. There was no evidence that SFR was a named additional insured on any insurance policy on the Property obtained by Chase, nor did Chase provide evidence that the Property was in danger of being sold for delinquent taxes.

CONCLUSIONS OF LAW

A. Summary judgment is appropriate "when the pleadings and other evidence on file demonstrate that no 'genuine issue as to any material fact [remains] and that the moving party is entitled to a judgment as a matter of law.'" Wood v. Safeway, 121 Nev. 724, 729, 121 P.3d

1 1026, 1029 (2005). Additionally, “[t]he purpose of summary judgment ‘is to avoid a needless
2 trial when an appropriate showing is made in advance that there is no genuine issue of fact to be
3 tried, and the movant is entitled to judgment as a matter of law.’” McDonald v. D.P. Alexander
4 & Las Vegas Boulevard, LLC, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting Coray v.
5 Home, 80 Nev. 39, 40-41, 389 P.2d 76, 77 (1964). Moreover, the non-moving party “must, by
6 affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for
7 trial or have summary judgment entered against [it].” Wood, 121 Nev. at 32, 121 P.3d at 1031.
8 The non-moving party “is not entitled to build a case on the gossamer threads of whimsy,
9 speculation, and conjecture.” Id. Rather, the non-moving party must demonstrate specific facts
10 as opposed to general allegations and conclusions. LaMantia v. Redisi, 118 Nev. 27, 29, 38 P.3d
11 877, 879 (2002); Wayment v. Holmes, 112 Nev. 232, 237, 912 P.2d 816, 819 (1996). Though
12 inferences are to be drawn in favor of the non-moving party, an opponent to summary judgment,
13 must show that it can produce evidence at trial to support its claim or defense. Van Cleave v.
14 Kietz-Mill Minit Mart, 97 Nev. 414, 417, 633 P.2d 1220, 222 (1981).

15 B. While the moving party generally bears the burden of proving there is no genuine
16 issue of material fact, in this case there are a number of presumptions that this Court must
17 consider in deciding the issues, including:

18 1. That foreclosure sales and the resulting deeds are presumed valid. NRS
19 47.250(16)-(18) (stating that there are disputable presumptions “[t]hat the law has been
20 obeyed[]”; “[t]hat a trustee or other person, whose duty it was to convey real property to
21 a particular person, has actually conveyed to that person, when such presumption is
22 necessary to perfect the title of such person or a successor in interest[]”; “[t]hat private
23 transactions have been fair and regular”; and “[t]hat the ordinary course of business has
24 been followed.”).

25 2. That a foreclosure deed “reciting compliance with notice provisions of
26 NRS 116.31162 through NRS 116.31168 “is conclusive” as to the recitals “against the
27 unit’s former owner, his or her heirs and assigns and all other persons.” SFR Investments
28 Pool 1 v. U.S. Bank, 130 Nev. Adv. Op. 75, 334 P.3d at 411-12.

1 3. That "[i]f the trustee's deed recites that all statutory notice requirements
2 and procedures required by law for the conduct of the foreclosure have been satisfied, a
3 rebuttable presumption arises that the sale has been conducted regularly and properly;
4 this presumption is conclusive as to a bona fide purchaser." Moeller v. Lien, 30
5 Cal.Rptr.2d 777, 783 (Ct. App. 1994); see also, 4 Miller & Starr, Cal. Real Estate (3d ed.
6 2000) Deeds of Trust and Mortgages § 10:211, pp. 647-652; 2 Bernhardt, Cal. Mortgage
7 and Deed of Trust Practice (Cont.Ed.Bar 2d ed. 1990) § 7:59, pp. 476-477).

8 C. "A presumption not only fixes the burden of going forward with evidence, but it
9 also shifts the burden of proof." Yeager v. Harrah's Club, Inc., 111 Nev. 830, 834, 897 P.2d
10 1093, 1095 (1995)(citing Vancheri v. GNLV Corp., 105 Nev. 417, 421, 777 P.2d 366, 368
11 (1989)). "These presumptions impose on the party against whom it is directed the burden of
12 proving that the nonexistence of the presumed fact is more probable than its existence." Id.
13 (citing NRS 47.180).

14 D. Thus, Chase bore the burden of proving it was more probable than not that the
15 Association Foreclosure Sale and the resulting Foreclosure Deed were invalid.

16 E. Chase has the burden to overcome the conclusive presumption of the foreclosure
17 deed recitals with evidence of fraud, unfairness and oppression.

18 F. Pursuant to the SFR Decision, NRS 116.3116(2) gives associations a true super-
19 priority lien, the non-judicial foreclosure of which extinguishes a first deed of trust. SFR, 334
20 P.3d at 419.

21 G. According to the SFR Decision, "together, NRS 116.3116(1) and NRS
22 116.31162 provide for the nonjudicial foreclosure of the whole of the HOA's lien, not just the
23 subpriority piece of it." SFR, 334 P.3d at 414-15.

24 H. The Association foreclosure sale vested title in SFR "without equity or right of
25 redemption." SFR, 334 P.3d at 419 (citing NRS 116.31166(3)).

26 I. "If the sale is properly, lawfully and fairly carried out, [the bank] cannot
27 unilaterally create a right of redemption in [itself]." Golden v. Tomiyasu, 387 P.2d 989, 997
28 (Nev. 1963).

1 J. As the SFR Decision did not announce a new rule of law but merely interpreted
2 the provisions set forth in NRS 116 *et seq.*, it does not raise an issue of retroactivity. The SFR
3 Decision provided “an authoritative statement of what the statute mean before as well as after
4 the decision of the case giving rise to that construction.” Morales-Izquierdo v. Dep’t of
5 Homeland Sec., 600 F.3d 1076, 1087 (9th Cir. 2010), overruled in part on other grounds by
6 Garfias-Rodriguez v. Holder, 702 F.3d 504, 516 (9th Cir. 2010), quoting Rivers v. Roadway
7 Express, Inc., 511 U.S. 298, 312-313 (1994). Thus, this Court rejects Chase’s retroactivity
8 argument.

9 K. NRS 116 does not require a purchaser at an association foreclosure sale be a
10 bona fide purchaser, but in any case, without evidence to the contrary, when an association’s
11 foreclosure sale complies with the statutory foreclosure rules, as evident by the recorded notices
12 and with the admission of knowledge of the sale, and without any facts to the contrary,
13 knowledge of a FDOT and that Chase retained the ability to bring an equitable claim to
14 challenge the foreclosure sale is not enough in itself to demonstrate that SFR took the property
15 with notice of a potential dispute to title, the basis of which is unknown to SFR, and therefore,
16 does is not sufficient to defeat SFR’s ability to claim BFP status. Shadow Wood HOA v. N.Y.
17 Cnty Bancorp., 132 Nev. ___, 366 P.3d 1105, 1116 (2016).

18 L. Shadow Wood reaffirmed Nevada’s adoption of the California rule that
19 “inadequacy of price, however gross, is not in itself a sufficient ground for setting aside a
20 trustee’s sale legally made; there must be in addition proof of some element of fraud, unfairness
21 or oppression as accounts for and brings about the inadequacy of price[.]” Shadow Wood,
22 2016 WL 347979 at*5 (quoting Golden, 79 Nev. at 504 (internal citations omitted) (emphasis
23 added)).

24 M. Because there is no suggestion of fraud, oppression or unfairness in the sale
25 process or that SFR knowingly participated in fraud, oppression or unfairness in the sale, even if
26 the purchase price paid by SFR was seen as inadequate or grossly inadequate, price alone is
27 insufficient to invalidate the sale.

28 N. Chase admits it received the required notices and knew the sale had been

1 scheduled, yet it did nothing to protect its interest in the Property. Furthermore, as a mere
2 lienholder, as opposed to homeowner like the bank in Shadow Wood, Chase is not entitled to
3 equitable relief as it has an adequate remedy at law for damages against any party that may have
4 injured it. Las Vegas Valley Water Dist. V. Curtis Park Manor Water Users Ass'n, 646 P.2d
5 549, 551 (Nev. 1982) ("courts lack authority to grant equitable relief when an adequate remedy
6 at law exists."). Thus, even if this Court had found some facts suggesting fraud, unfairness or
7 oppression, it would not need to weigh the equities. However, because Chase has presented no
8 evidence, other than the alleged "low price" paid by SFR, suggesting that the sale was anything
9 other than properly conducted, the Court would not need to weigh the equities in this case.

10 O. The Court rejects Chase's arguments on the Supremacy Clause because Chase, a
11 private litigant, cannot use the Supremacy Clause to displace state law under Armstrong v.
12 Exceptional Child Care Ctr., Inc., 575 U.S. ___, 135 S.Ct. 1378, 1383-85 (2015). Furthermore,
13 Chase lacks standing to enforce the National Housing Act. Finally, HUD's insurance interest is
14 too attenuated to raise a supremacy clause issue, where the FDOT has not been assigned to
15 HUD.

16 P. The Court rejects Chase's argument that an association must have accumulated
17 either six or nine months of delinquent assessments before it can begin the foreclosure process.
18 Nothing in NRS 116.3116 requires such, and the reference to six or nine months in NRS
19 116.3116 refers only to the amount that would be prior to a first security interest. NRS
20 116.3116(4) provides that the notice of delinquent assessments can be sent as early as ninety
21 (90) days of a delinquency.

22 Q. Chase failed to demonstrate an exception to the voluntary payment doctrine: (a)
23 coercion or duress caused by a business necessity, or (2) payment in defense of property.
24 Nevada Association Services, Inc. v. The Eighth Judicial District, 130 Nev. ___, ___, 338 P.3d
25 1250 (2014). Without showing one of these exceptions applies, one cannot recover voluntary
26 payments. Best Buy Stores v. Benderson-Wainberg Assocs., 668 F.3d 1019, 1030 (8th Cir.
27 2012) ("one who makes a payment voluntarily, cannot recover it on the ground that he was
28 under no legal obligation to make the payment."). Here, Chase failed to provide any facts

1 raising a material question as to whether any alleged payments were made under one of the
2 exceptions.

3 R. The Deed of Trust was extinguished by the Association's foreclosure sale.

4 S. SFR is entitled to quiet title in its name free and clear of the Deed of Trust.

5 T. SFR is entitled to a permanent injunction enjoining Chase, its successors and
6 assigns from taking any action on the extinguished

7 **ORDER**

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the SFR MSJ is
9 **GRANTED.**

10 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Deed of Trust
11 recorded against the real property commonly known as 3263 Morning Springs Drive, Henderson,
12 Nevada 89074; Parcel No. 177-24-514-043, was extinguished by the Association Foreclosure
13 Sale.

14 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Chase, its
15 predecessors in interest and its successors, agents, and assigns, have no further interest in real
16 property located at 3263 Morning Springs Drive, Henderson, Nevada 89074; Parcel No. 177-24-
17 514-043 and are hereby permanently enjoined from taking any further action to enforce the now
18 extinguished Deed of Trust.

19 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that title to real
20 property located 3263 Morning Springs Drive, Henderson, Nevada 89074; Parcel No. 177-24-
21 514-043 is hereby quieted in favor of SFR.

22 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SFR is entitled to
23 summary judgment on Chase's claim for unjust enrichment and that Chase is not entitled to relief
24 as to that claim.

25 ///

26 ///

27 ///

28 ///

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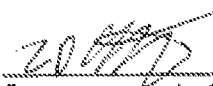
1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that this Order shall
2 resolve all claims as to all parties.⁴

3
4 DATED this 23 day of August, 2016.

5
6 
DISTRICT COURT JUDGE

7 Respectfully Submitted By:

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9  SBN 13464 For
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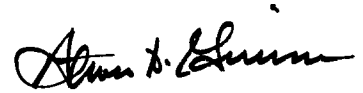
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40 Attorneys for JPMorgan Chase Bank,
41 National Association

42
43
44
45
46
47
48 ⁴ SFR dismissed its claims against the Hawkinses by way of Stipulation and Order entered on
April 23, 2014, notice of entry of which was served on April 24, 2014.



CLERK OF THE COURT

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Attorneys for SFR Investments Pool 1, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national association,

Case No. A-13-692304-C

Dept. No. XXIV

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOES 1
through 10; and ROE BUSINESS ENTITIES 1
through 10, inclusive,

**NOTICE OF ENTRY OF ORDER
GRANTING SFR INVESTMENTS POOL
1, LLC'S MOTION FOR SUMMARY
JUDGMENT**

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter-Claimant,

vs.

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national association;
ROBERT M. HAWKINS, an individual;
CHRISTINE V. HAWKINS, an individual;
DOES 1 10 and ROE BUSINESS ENTITIES 1
through 10 inclusive,

Counter-Defendant/Cross-Defendants.

PLEASE TAKE NOTICE that on August 23, 2016 this Court entered an **Order**

///

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Granting SFR Investments Pool 1, LLC's Motion for Summary Judgment. A copy of said Order is attached hereto.

DATED this 24th day of August, 2016.

KIM GILBERT EBRON

/s/ Diana Cline Ebron
DIANA CLINE EBRON, ESQ.
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Attorney for SFR Investments Pool 1, LLC.

CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of August, 2016, pursuant to NRCP 5(b), I served via the Eighth Judicial District Court electronic filing system, the foregoing **NOTICE OF ENTRY OF ORDER GRANTING SFR INVESTMENTS POOL 1, LLC'S MOTION FOR SUMMARY JUDGMENT** to the following parties:

Ballard Spahr

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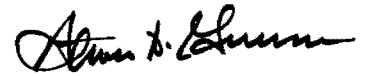
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/s/ Tomas Valerio
An Employee of Kim Gilbert Ebron



CLERK OF THE COURT

ORDR

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Attorneys for SFR Investments Pool 1, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national association,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company; DOES 1
through 10; and ROE BUSINESS ENTITIES
1 through 10, inclusive,

Defendants.

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counter-Claimant,

vs.

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION, a national association;
ROBERT M. HAWKINS, an individual;
CHRISTINE V. HAWKINS, an individual;
DOES 1 10 and ROE BUSINESS ENTITIES
1 through 10 inclusive,

Counter-Defendant/Cross-Defendants

Case No. A-13-692304-C

Dept. No. XXIV

**ORDER GRANTING SFR INVESTMENTS
POOL 1, LLC'S MOTION FOR
SUMMARY JUDGMENT**

This matter came before the Court on SFR Investments Pool 1, LLC ("SFR") Motion for Summary Judgment ("SFR MSJ"), filed on July 7, 2016, seeking judgment on its claims against JPMorgan Chase Bank, National Association ("Chase") for quiet title/declaratory relief and on Chase's claims against SFR for quiet title/declaratory relief and unjust enrichment. Chase filed

1 its opposition to SFR's MSJ on July 26, 2016, and SFR filed its reply on August 1, 2016. Karen
2 L. Hanks, Esq. of Kim Gilbert Ebron appeared on behalf of SFR and Abran E. Vigil, Esq. of
3 Ballard Spahr LLP appeared on behalf of Chase. No other parties or counsel appeared.

4 Having reviewed and considered the full briefing and arguments of counsel, for the
5 reasons stated on the record and in the pleadings, and good cause appearing, this Court makes the
6 following findings of fact and conclusions of law.¹

7 FINDINGS OF FACT

8 1. In 1991, Nevada adopted the Uniform Common Interest Ownership Act as NRS
9 116, including NRS 116.3116(2).²

10 2. On November 8, 1991, Pebble Canyon Homeowners Association (the
11 "Association"), recorded in the Official Records of the Clark County Recorder, its Declaration
12 of Covenants, Conditions and Restrictions ("CC&Rs") as Instrument No. 01962 in Book
13 911108 of the Official Records of the Clark County Recorder.³

14 3. The Hawkinses took title to the real property commonly known as 3263 Morning
15 Springs Drive, Henderson, Nevada 89074; Parcel No. 177-24-514-043 (the "Property"), by way
16 of a Grant, Bargain, sale Deed recorded as Instrument No. 01962 in Book 911108 on June 12,
17 2006.

18 4. On June 12, 2006, a Deed of Trust was recorded against the Property in favor of
19 GreenPoint Mortgage Funding, Inc. as Instrument No. 200606120003526 ("Deed of Trust").
20 The Deed of Trust was executed by the Hawkinses to secure a promissory note in the amount of
21 \$240,000.00. The Deed of Trust designated Mortgage Electronic Registration Systems, Inc.
22 ("MERS") as beneficiary in a nominee capacity for the lender and the lender's successors and
23 assigns.

24 5. As part of the loan transaction, the lender prepared and the Hawkinses signed, a

25 _____
26 ¹ Any findings of fact that are more appropriately conclusions of law shall be so deemed. Any conclusions
of law that are more appropriately findings of fact shall be so deemed.

27 ² Unless otherwise noted, the findings set forth herein are undisputed.

28 ³ When a document is stated to have been recorded, it refers to being recorded in the Official
records of the Clark County Recorder.

1 Planned United Development Rider ("PUD Rider") a rider to the Deed of Trust, recognizing that
2 the Property was located in a sub-common interest community within the Association.

3 6. On October 27, 2009, an Assignment of Deed of Trust was recorded as
4 Instrument No. 200910270000618, stating that the MERS was assigning the Deed of Trust to
5 Chase, together with underlying promissory note.

6 7. On October 27, 2009, California Reconveyance Company ("CRC") as trustee,
7 recorded a Notice of Default and Election to Sell Under Deed of Trust, stating the Hawkinses
8 had become delinquent on their payments under the note as of July 1, 2009.

9 8. On August 3, 2012, Nevada Association Services ("NAS") recorded on behalf of
10 the Association a Notice of Delinquent Assessment Lien as Instrument No. 201208030002972
11 ("NODA"). The NODA was mailed to the Hawkinses.

12 9. On September 20, 2012, NAS recorded on behalf of the Association a Notice of
13 Default and Election to Sell Under Homeowners Association Lien as Instrument No.
14 201209200001446 ("NOD"). The NOD was mailed to Chase and CRC, and Chase admits
15 receipt of the NOD.

16 10. On February 7, 2013, NAS recorded on behalf of the Association a Notice of
17 Trustee's Sale as Instrument No. 201109290002672 stating a sale date of March 1, 2013
18 ("NOS"). The NOS was mailed to Chase, CRC, MERS, and GreenPoint. Chase admits receipt
19 of the NOS. The NOS was posted and published pursuant to statutory requirements.

20 11. On March 1, 2013, NAS held the Association foreclosure sale at which SFR
21 placed the highest bid of \$3,700.00 ("Association foreclosure sale").

22 12. The Trustee's Deed Upon Sale vesting title in SFR was recorded on March 6,
23 2013 as Instrument No. 201303060001648. The Trustee's Deed included the following recitals:

24 This conveyance is made pursuant to the powers conferred upon [NAS] by
25 Nevada Revised Statutes, the Pebble Canyon HOA governing documents
26 (CC&Rs) and that certain Notice of Delinquent Assessment Lien, described
27 herein. Default occurred as set forth in a Notice of Default and Election, recorded
28 on 9/20/2012. . . . Nevada Association Services, Inc. has complied with all
requirements of law including, but not limited to, the elapsing of 90 days,
mailing of copies of [NODA] and [NOD] and the posting and publication of the
Notice of Sale.

13. Chase is charged with knowledge of NRS 116 since its adoption in 1991.

14. Despite being fully aware of the Association's foreclosure sale, neither Chase, its predecessors in interest, nor their agents attempted to pay any amount of the Association's lien. Neither did they take any action to enjoin the sale or seek some intervention to determine an amount to pay.

15. In the Nevada Supreme Court's SFR Investments Pool I, LLC v. U.S. Bank, N.A., decision, the Court was unanimous in its interpretation that a homeowners association foreclosure sale could extinguish a first deed of trust, and the only disagreement being in whether the foreclosure could be non-judicial or must be judicial. 130 Nev. ___, 332 P.3d 408, 419 (2014) (majority holding and first paragraph of the concurring in part, dissenting in part by C.J. Gibbons).

16. There is no suggestion of fraud, oppression or unfairness in the conduct of the sale. Thus, whether the price was inadequate or grossly inadequate, is immaterial.

17. In its opposition, Chase argued the loan was FHA insured through the Department of Housing and Urban Development ("HUD") and, therefore, this Court should use the Supremacy Clause to preempt NRS 116 and declare that the Association's foreclosure sale did not extinguish Chase's FDOT. This Court finds that an insurer does not have an interest in the Property that is protected under the Property Clause or Supremacy Clause until title is transferred to HUD.

18. Chase also argued that the SFR Decision should not be applied retroactively.

19. Chase provided no evidence that its alleged payments for taxes or insurance were made in defense of property. There was no evidence that SFR was a named additional insured on any insurance policy on the Property obtained by Chase, nor did Chase provide evidence that the Property was in danger of being sold for delinquent taxes.

CONCLUSIONS OF LAW

A. Summary judgment is appropriate "when the pleadings and other evidence on file demonstrate that no 'genuine issue as to any material fact [remains] and that the moving party is entitled to a judgment as a matter of law.'" Wood v. Safeway, 121 Nev. 724, 729, 121 P.3d

1 1026, 1029 (2005). Additionally, “[t]he purpose of summary judgment ‘is to avoid a needless
2 trial when an appropriate showing is made in advance that there is no genuine issue of fact to be
3 tried, and the movant is entitled to judgment as a matter of law.’” McDonald v. D.P. Alexander
4 & Las Vegas Boulevard, LLC, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting Coray v.
5 Home, 80 Nev. 39, 40-41, 389 P.2d 76, 77 (1964). Moreover, the non-moving party “must, by
6 affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for
7 trial or have summary judgment entered against [it].” Wood, 121 Nev. at 32, 121 P.3d at 1031.
8 The non-moving party “is not entitled to build a case on the gossamer threads of whimsy,
9 speculation, and conjecture.” Id. Rather, the non-moving party must demonstrate specific facts
10 as opposed to general allegations and conclusions. LaMantia v. Redisi, 118 Nev. 27, 29, 38 P.3d
11 877, 879 (2002); Wayment v. Holmes, 112 Nev. 232, 237, 912 P.2d 816, 819 (1996). Though
12 inferences are to be drawn in favor of the non-moving party, an opponent to summary judgment,
13 must show that it can produce evidence at trial to support its claim or defense. Van Cleave v.
14 Kietz-Mill Minit Mart, 97 Nev. 414, 417, 633 P.2d 1220, 222 (1981).

15 B. While the moving party generally bears the burden of proving there is no genuine
16 issue of material fact, in this case there are a number of presumptions that this Court must
17 consider in deciding the issues, including:

18 1. That foreclosure sales and the resulting deeds are presumed valid. NRS
19 47.250(16)-(18) (stating that there are disputable presumptions “[t]hat the law has been
20 obeyed[]”; “[t]hat a trustee or other person, whose duty it was to convey real property to
21 a particular person, has actually conveyed to that person, when such presumption is
22 necessary to perfect the title of such person or a successor in interest[]”; “[t]hat private
23 transactions have been fair and regular”; and “[t]hat the ordinary course of business has
24 been followed.”).

25 2. That a foreclosure deed “reciting compliance with notice provisions of
26 NRS 116.31162 through NRS 116.31168 “is conclusive” as to the recitals “against the
27 unit’s former owner, his or her heirs and assigns and all other persons.” SFR Investments
28 Pool 1 v. U.S. Bank, 130 Nev. Adv. Op. 75, 334 P.3d at 411-12.

1 3. That "[i]f the trustee's deed recites that all statutory notice requirements
2 and procedures required by law for the conduct of the foreclosure have been satisfied, a
3 rebuttable presumption arises that the sale has been conducted regularly and properly;
4 this presumption is conclusive as to a bona fide purchaser." Moeller v. Lien, 30
5 Cal.Rptr.2d 777, 783 (Ct. App. 1994); see also, 4 Miller & Starr, Cal. Real Estate (3d ed.
6 2000) Deeds of Trust and Mortgages § 10:211, pp. 647-652; 2 Bernhardt, Cal. Mortgage
7 and Deed of Trust Practice (Cont.Ed.Bar 2d ed. 1990) § 7:59, pp. 476-477).

8 C. "A presumption not only fixes the burden of going forward with evidence, but it
9 also shifts the burden of proof." Yeager v. Harrah's Club, Inc., 111 Nev. 830, 834, 897 P.2d
10 1093, 1095 (1995)(citing Yancheri v. GNLV Corp., 105 Nev. 417, 421, 777 P.2d 366, 368
11 (1989)). "These presumptions impose on the party against whom it is directed the burden of
12 proving that the nonexistence of the presumed fact is more probable than its existence." Id.
13 (citing NRS 47.180).

14 D. Thus, Chase bore the burden of proving it was more probable than not that the
15 Association Foreclosure Sale and the resulting Foreclosure Deed were invalid.

16 E. Chase has the burden to overcome the conclusive presumption of the foreclosure
17 deed recitals with evidence of fraud, unfairness and oppression.

18 F. Pursuant to the SFR Decision, NRS 116.3116(2) gives associations a true super-
19 priority lien, the non-judicial foreclosure of which extinguishes a first deed of trust. SFR, 334
20 P.3d at 419.

21 G. According to the SFR Decision, "together, NRS 116.3116(1) and NRS
22 116.31162 provide for the nonjudicial foreclosure of the whole of the HOA's lien, not just the
23 subpriority piece of it." SFR, 334 P.3d at 414-15.

24 H. The Association foreclosure sale vested title in SFR "without equity or right of
25 redemption." SFR, 334 P.3d at 419 (citing NRS 116.31166(3)).

26 I. "If the sale is properly, lawfully and fairly carried out, [the bank] cannot
27 unilaterally create a right of redemption in [itself]." Golden v. Tomiyasu, 387 P.2d 989, 997
28 (Nev. 1963).

1 J. As the SFR Decision did not announce a new rule of law but merely interpreted
2 the provisions set forth in NRS 116 *et seq.*, it does not raise an issue of retroactivity. The SFR
3 Decision provided “an authoritative statement of what the statute mean before as well as after
4 the decision of the case giving rise to that construction.” Morales-Izquierdo v. Dep’t of
5 Homeland Sec., 600 F.3d 1076, 1087 (9th Cir. 2010), overruled in part on other grounds by
6 Garfias-Rodriguez v. Holder, 702 F.3d 504, 516 (9th Cir. 2010), quoting Rivers v. Roadway
7 Express, Inc., 511 U.S. 298, 312-313 (1994). Thus, this Court rejects Chase’s retroactivity
8 argument.

9 K. NRS 116 does not require a purchaser at an association foreclosure sale be a
10 bona fide purchaser, but in any case, without evidence to the contrary, when an association’s
11 foreclosure sale complies with the statutory foreclosure rules, as evident by the recorded notices
12 and with the admission of knowledge of the sale, and without any facts to the contrary,
13 knowledge of a FDOT and that Chase retained the ability to bring an equitable claim to
14 challenge the foreclosure sale is not enough in itself to demonstrate that SFR took the property
15 with notice of a potential dispute to title, the basis of which is unknown to SFR, and therefore,
16 does is not sufficient to defeat SFR’s ability to claim BFP status. Shadow Wood HOA v. N.Y.
17 Cmtv Bancorp., 132 Nev. ___, 366 P.3d 1105, 1116 (2016).

18 L. Shadow Wood reaffirmed Nevada’s adoption of the California rule that
19 “inadequacy of price, however gross, is not in itself a sufficient ground for setting aside a
20 trustee’s sale legally made; there must be in addition proof of some element of fraud, unfairness
21 or oppression as accounts for and brings about the inadequacy of price[.]” Shadow Wood,
22 2016 WL 347979 at*5 (quoting Golden, 79 Nev. at 504 (internal citations omitted) (emphasis
23 added)).

24 M. Because there is no suggestion of fraud, oppression or unfairness in the sale
25 process or that SFR knowingly participated in fraud, oppression or unfairness in the sale, even if
26 the purchase price paid by SFR was seen as inadequate or grossly inadequate, price alone is
27 insufficient to invalidate the sale.

28 N. Chase admits it received the required notices and knew the sale had been

1 scheduled, yet it did nothing to protect its interest in the Property. Furthermore, as a mere
2 lienholder, as opposed to homeowner like the bank in Shadow Wood, Chase is not entitled to
3 equitable relief as it has an adequate remedy at law for damages against any party that may have
4 injured it. Las Vegas Valley Water Dist. V. Curtis Park Manor Water Users Ass'n, 646 P.2d
5 549, 551 (Nev. 1982) ("courts lack authority to grant equitable relief when an adequate remedy
6 at law exists."). Thus, even if this Court had found some facts suggesting fraud, unfairness or
7 oppression, it would not need to weigh the equities. However, because Chase has presented no
8 evidence, other than the alleged "low price" paid by SFR, suggesting that the sale was anything
9 other than properly conducted, the Court would not need to weigh the equities in this case.

10 O. The Court rejects Chase's arguments on the Supremacy Clause because Chase, a
11 private litigant, cannot use the Supremacy Clause to displace state law under Armstrong v.
12 Exceptional Child Care Ctr., Inc., 575 U.S. ___, 135 S.Ct. 1378, 1383-85 (2015). Furthermore,
13 Chase lacks standing to enforce the National Housing Act. Finally, HUD's insurance interest is
14 too attenuated to raise a supremacy clause issue, where the FDOT has not been assigned to
15 HUD.

16 P. The Court rejects Chase's argument that an association must have accumulated
17 either six or nine months of delinquent assessments before it can begin the foreclosure process.
18 Nothing in NRS 116.3116 requires such, and the reference to six or nine months in NRS
19 116.3116 refers only to the amount that would be prior to a first security interest. NRS
20 116.3116(4) provides that the notice of delinquent assessments can be sent as early as ninety
21 (90) days of a delinquency.

22 Q. Chase failed to demonstrate an exception to the voluntary payment doctrine: (a)
23 coercion or duress caused by a business necessity, or (2) payment in defense of property.
24 Nevada Association Services, Inc. v. The Eighth Judicial District, 130 Nev. ___, ___, 338 P.3d
25 1250 (2014). Without showing one of these exceptions applies, one cannot recover voluntary
26 payments. Best Buy Stores v. Benderson-Wainberg Assocs., 668 F.3d 1019, 1030 (8th Cir.
27 2012) ("one who makes a payment voluntarily, cannot recover it on the ground that he was
28 under no legal obligation to make the payment."). Here, Chase failed to provide any facts

1 raising a material question as to whether any alleged payments were made under one of the
2 exceptions.

3 R. The Deed of Trust was extinguished by the Association's foreclosure sale.

4 S. SFR is entitled to quiet title in its name free and clear of the Deed of Trust.

5 T. SFR is entitled to a permanent injunction enjoining Chase, its successors and
6 assigns from taking any action on the extinguished

7 **ORDER**

8 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that the SFR MSJ is
9 **GRANTED.**

10 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Deed of Trust
11 recorded against the real property commonly known as 3263 Morning Springs Drive, Henderson,
12 Nevada 89074; Parcel No. 177-24-514-043, was extinguished by the Association Foreclosure
13 Sale.

14 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Chase, its
15 predecessors in interest and its successors, agents, and assigns, have no further interest in real
16 property located at 3263 Morning Springs Drive, Henderson, Nevada 89074; Parcel No. 177-24-
17 514-043 and are hereby permanently enjoined from taking any further action to enforce the now
18 extinguished Deed of Trust.

19 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that title to real
20 property located 3263 Morning Springs Drive, Henderson, Nevada 89074; Parcel No. 177-24-
21 514-043 is hereby quieted in favor of SFR.

22 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that SFR is entitled to
23 summary judgment on Chase's claim for unjust enrichment and that Chase is not entitled to relief
24 as to that claim.

25 ///

26 ///

27 ///

28 ///

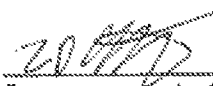
1 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Order shall
2 resolve all claims as to all parties.⁴

3
4 DATED this 23 day of August, 2016.

5
6 
DISTRICT COURT JUDGE

7 Respectfully Submitted By:

8 **KIM GILBERT EBRON**

9  SBN 13464 for

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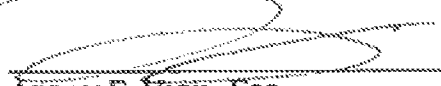
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23 *Attorneys for SFR Investments Pool I, LLC*

Approved as to Form but Not Content By:

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*Attorneys for JPMorgan Chase Bank,
National Association*

24
25
26
27
28 ⁴ SFR dismissed its claims against the Hawkinses by way of Stipulation and Order entered on April 23, 2014, notice of entry of which was served on April 24, 2014.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Title to Property

COURT MINUTES

December 04, 2014

A-13-692304-C	JPMorgan Chase Bank National Association, Plaintiff(s) vs. SFR Investments Pool 1 LLC, Defendant(s)
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December 04, 2014 8:15 AM Status Check

HEARD BY: Barker, David **COURTROOM:** RJC Courtroom 11B

COURT CLERK: Shelly Landwehr

RECORDER: Cheryl Carpenter

REPORTER:

PARTIES

PRESENT:	Cline, Diana S. Attorney
	Dayton, Matthew D. Attorney

JOURNAL ENTRIES

- Abran E. Vigil, Esq., present on behalf of Plaintiff.

Upon Court's inquiry, Mr. vigil stated he would be substituting in for Plaintiff. Ms. Cline stated cross-Defendants, Christine and Robert Hawkins, had been dismissed and she was present on behalf of Defendant SFR Investments Pool 1 LLC. COURT SO NOTED.

Court stated the procedural history and inquired regarding the summary judgment motion. Mr. Vigil requested a continuance. Ms. Kline objected, stating Plaintiff could withdraw the motion without prejudice and renote. No objection by Mr. Vigil. COURT SO ORDERED.

Ms. Kline stated she would submit a Joint Case Conference Report to the Discovery Commissioner. COURT NOTED parties can move forward.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Title to Property

COURT MINUTES

August 11, 2015

A-13-692304-C	JPMorgan Chase Bank National Association, Plaintiff(s)
	vs.
	SFR Investments Pool 1 LLC, Defendant(s)

August 11, 2015 10:30 AM Motion to Coordinate

HEARD BY: Bare, Rob **COURTROOM:** RJC Courtroom 03C

COURT CLERK: Billie Jo Craig

RECORDER: Carrie Hansen

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- DEFENDANT'S MOTION FOR PRE-TRIAL COORDINATION ON ORDER SHORTENING TIME

Attorneys Edgar Smith, Richard Vilkin, Diana Cline, Karen Hanks present.
Sign-up sheets Left Side Filed in A662394: Robert Anderlik, Taylor Anello, Thomas N. Beckom, Jonathan D. Blum, Darren Brenner, Michael Brooks, Diana Cline, Britannica Collins, Chelsea Crowton, Peter Dunkley, Jessica Friedman, Charles Geisendorf, David Gluth, Karen Hanks, Joshua O. Igeleke, Michael Li, Steven Loizzi Jr., Elizabeth Lowell, Erica D. Loyd, Matthew McAlonis, David J. Merrill, Patrick Orme, Robin Perkins, Benjamin Petiprin (appeared telephonically), Edgar C. Smith, Kevin S. Soderstrom, Ashlie Surer, Abe Vigil, Richard Vilkin, Shawn Walkenshaw, David Winterton.

Upon inquiry of the Court, Ms. Hanks advised the Motion was filed and heard in this Court as this Court had the lowest case number. Colloquy regarding coordinating the HOA cases as to Discovery, Trials, and witness availability. Counsel suggested a more specific Case Management Plan for a Special Discovery Master to deal with these cases as the various District Court Judges thoughts vary. Court noted he talked briefly with Chief Judge David Barker and Chief Civil Judge Betsy Gonzalez. The Court noted Court Administration would be interested in addressing this issue. Court inquired if Ms. Hanks would be the point of contact, and she advised she would. She provided her E-mail address:

Karen@hkimlaw.com

Statement by Mr. Vilkin regarding having a meeting first to determine what counsel will agree on as to the Case Management Plan.

Statements from Attorney Surur regarding coordination for Discovery procedures and noted her two cases where one was Dismissed and the other was pending a Motion to Dismiss where the Court had no jurisdiction.

Statements from Attorney Brooks, who had multiple cases, regarding setting deadlines for counsel to submit a plan to in-house counsel, which may take 2 to 3 weeks.

Attorney Brenner advised a Case Management Plan would first be needed as there are 10 different banks and in-house counsel. He would then be in a position to respond.

COURT ORDERED, Ms. Hanks to submit a Proposed Case Management Plan to counsel by 8/25/15. Counsel to respond by 9/29/15. Matter SET for Status Check: Proposed Case Management Plan to determine when a Continued Hearing on this Motion to Coordinate to be heard.

9/1/15 10:30 AM STATUS CHECK: PROPOSED CASE MANAGEMENT PLAN
(IN A662394 ONLY)

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Title to Property

COURT MINUTES

March 08, 2016

A-13-692304-C JPMorgan Chase Bank National Association, Plaintiff(s)
vs.
SFR Investments Pool 1 LLC, Defendant(s)

March 08, 2016

9:00 AM

Motion

HEARD BY: Crockett, Jim

COURTROOM: Phoenix Building Courtroom -
11th Floor

COURT CLERK: Theresa Lee

RECORDER:

REPORTER:

PARTIES

PRESENT: Priest, Holly A.

Attorney

JOURNAL ENTRIES

- Court noted that this is Plt's unopposed Motion for Leave to Amend Complaint. The Court was waiting for something to come in; however, nothing has been received to date. Therefore, COURT ORDERED, motion GRANTED. Order submitted and signed in open court.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Title to Property**COURT MINUTES****June 09, 2016**

A-13-692304-C	JPMorgan Chase Bank National Association, Plaintiff(s)
	vs.
	SFR Investments Pool 1 LLC, Defendant(s)

June 09, 2016**9:00 AM****Status Check****HEARD BY:** Crockett, Jim**COURTROOM:** Phoenix Building Courtroom -
11th Floor**COURT CLERK:** Louisa Garcia**RECORDER:****REPORTER:** Bill Nelson**PARTIES**

PRESENT:	Heidari, Saman R.	Attorney
	Priest, Holly A.	Attorney

JOURNAL ENTRIES

- Court provided trial procedures handout to counsel. Upon Court's inquiry, Ms. Priest stated discovery was completed with some caveats: the deposition of SFR has not yet taken place as there is a motion for a protective order set before Commissioner Beecroft on the 13th. There is outstanding discovery due to that motion practice and dispositive motions are set for July 1. Counsel stated the outcome of that hearing could impact the dispositive motion deadline, and proposed pushing out the dispositive motion deadlines and trial date. Court advised procedurally it has to be addressed by the discovery commissioner. Court suggested that counsel have a Stipulation and Order prepared depending on what Commissioner Beecroft's decision is. Further advised counsel to bring their calendars to the Pre-Trial Conference as well as the schedules of their key witnesses to be able to pick the best dates on that stack. COURT ORDERED, trial date STANDS at this time.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Title to Property

COURT MINUTES

June 13, 2016

A-13-692304-C JPMorgan Chase Bank National Association, Plaintiff(s)
vs.
SFR Investments Pool 1 LLC, Defendant(s)

**June 13, 2016 1:30 PM Motion for Protective
Order**

HEARD BY: Beecroft, Chris A., Jr.

COURTROOM: RJC Level 5 Hearing Room

COURT CLERK: Alan Castle

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT: Hanks, Karen Attorney
Vigil, Abran E. Attorney

JOURNAL ENTRIES

- Colloquy regarding relevance aspect of the "Shadow Wood" decision {132 Nev. Adv. Op. 5, P. 3d 1105, 1116 (2016)} as it relates to a Bona Fide Purchaser in the entirety of this particular case and the disputed topic areas. Arguments by counsel. COMMISSIONER FINDS the disputed items must be limited in scope, focusing on the property in question and RECOMMENDED, Topic #1

Topic #9, SFR's policies and procedures for purchasing properties at foreclosure sales; discussions have to relate to decisions at this particular sale, not across the board. Counsel can ask, for example, if there is a manual provided to the agent at to time of the sale.

Topic #10, Counsel can ask, what was the intent of property at the time of the sale, i.e., did SFR intend to keep the property, flip it, etc.;

Topic #14, Discovery Commissioner notes District Court found source of funds to be relevant; and, inquiry will be allowed;

Topic #11, can ask the percentage of purposes of property uses; i.e., 20% for management, 30% of properties for leases or are 20% for resale, etc.;

Topic #12, SFR's formation is relevant at the time of sale of the property in this case;

Topic #13, corporate structure is relevant, limited to the sale of the property in this case;

Topic #15, corporate investment structure, only as to this case;

Topic #16, SFR's relationship to other SFR entities, as it relates to the sale in this case;

Topic #23, post-sale, any attempts to lease, and/or sell the property; i.e., tenants is not relevant; Protected

Topic #24, communication between SFR and any tenant of the property from the time of the sale to present is not relevant; Protected;

Topic #21, preparation for the HOA sale, inquiry not allowed; Protected;

Topic #26, Declaration of Value form; counsel can ask did you prepare a declaration of value, who prepared the declaration of value, who maintains the declaration of value; but not the legal affect; Granted in part;

Topic #25, related to SFR's involvement in the drafting, preparation or recording of the lien, notice of default, notice of sale and/or foreclosure deed, inquiry was not contested by Plaintiff.

Mr. Vigil to prepare the Report and Recommendations, and Ms. Hanks to approve as to form and content. A proper report must be timely submitted to ADR Discovery Commissioner within 10 days of the hearing. Otherwise, counsel will pay a contribution. Mr. Vigil to appear at status check hearing to report on the Report and Recommendations unless otherwise advised by ADR Discovery Commissioners office.

07/11/16 2:00 p.m. Status Check: Compliance - Report and Recommendations

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Title to Property

COURT MINUTES

August 09, 2016

A-13-692304-C	JPMorgan Chase Bank National Association, Plaintiff(s)
	vs.
	SFR Investments Pool 1 LLC, Defendant(s)

August 09, 2016

9:00 AM

All Pending Motions

HEARD BY: Crockett, Jim

COURTROOM: Phoenix Building Courtroom -
11th Floor

COURT CLERK: Natalie Ortega

RECORDER:

REPORTER: Bill Nelson

PARTIES

PRESENT:	Hanks, Karen	Attorney
	Priest, Holly A.	Attorney
	Vigil, Abran E.	Attorney

JOURNAL ENTRIES

- SFR INVESTMENTS POOL 1, LLC'S MOTION FOR SUMMARY JUDGMENT...JPMORGAN CHASE BANK NA'S MOTION TO EXTEND DISPOSITIVE MOTION DEADLINE AND CONTINUE TRIAL...PRE-TRIAL CONFERENCE

Discussions regarding SFR decision, H.E.R.A, and Shadow Wood. Further discussions regarding the bankruptcy case.

Court noted it was necessary to know whether the property was surrendered in the bankruptcy, because it would effects the time for running an appeal. Upon Court's inquiry, Ms. Hanks advised, in April 23, 2014, the homeowners were dismissed from the action without prejudice. Court noted the suit was strictly between SFR and JP Morgan. Court further noted this was fully dispositive, and a final judgment between the remaining parties. COURT stated FINDINGS and ORDERED SFR Investments Pool 1, LLC's Motion for Summary Judgment GRANTED; JPMorgan Chase Bank NA's Motion to Extend Dispositive Motion Deadline and Continue Trial MOOT. Ms. Hanks to prepare and submit the order; opposing counsel to review as to form and content. Counsel directed to submit the order to chambers within 10 days from today, pursuant to EDCR 7.21. COURT noted future hearings

A-13-692304-C

VACATED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Title to Property

COURT MINUTES

August 23, 2016

A-13-692304-C JPMorgan Chase Bank National Association, Plaintiff(s)
vs.
SFR Investments Pool 1 LLC, Defendant(s)

August 23, 2016

9:00 AM

Motion

HEARD BY: Crockett, Jim

COURTROOM: Phoenix Building Courtroom -
11th Floor

COURT CLERK: Phyllis Irby

RECORDER:

REPORTER:

PARTIES

PRESENT:

Clayton, Zachary
Priest, Holly A.

Attorney
Attorney

JOURNAL ENTRIES

- Ms. Priest informed the Court parties have come to an agreement. COURT ORDERED, MATTER SETTLED. Order signed.



EIGHTH JUDICIAL DISTRICT COURT CLERK'S OFFICE
NOTICE OF DEFICIENCY
ON APPEAL TO NEVADA SUPREME COURT

ABRAN E. VIGIL
100 NORTH CITY PARKWAY, SUITE 1750
LAS VEGAS, NV 89106

DATE: September 20, 2016
CASE: A-13-692304-C

**RE CASE: JPMORGAN CHASE BANK NATIONAL ASSOCIATION vs. SFR INVESTMENTS
POOL 1, LLC**

NOTICE OF APPEAL FILED: September 16, 2016

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS NOT TRANSMITTED HAVE BEEN MARKED:

- ☐ \$250 – Supreme Court Filing Fee (Make Check Payable to the Supreme Court)**
 - If the \$250 Supreme Court Filing Fee was not submitted along with the original Notice of Appeal, it must be mailed directly to the Supreme Court. The Supreme Court Filing Fee will not be forwarded by this office if submitted after the Notice of Appeal has been filed.
- ☐ \$24 – District Court Filing Fee (Make Check Payable to the District Court)**
- ☒ \$500 – Cost Bond on Appeal (Make Check Payable to the District Court)**
 - NRAP 7: Bond For Costs On Appeal in Civil Cases
- ☐ Case Appeal Statement
 - NRAP 3 (a)(1), Form 2
- ☐ Order
- ☐ Notice of Entry of Order

NEVADA RULES OF APPELLATE PROCEDURE 3 (a) (3) states:

"The district court clerk must file appellant's notice of appeal despite perceived deficiencies in the notice, including the failure to pay the district court or Supreme Court filing fee. **The district court clerk shall apprise appellant of the deficiencies in writing**, and shall transmit the notice of appeal to the Supreme Court in accordance with subdivision (e) of this Rule with a notation to the clerk of the Supreme Court setting forth the deficiencies. Despite any deficiencies in the notice of appeal, the clerk of the Supreme Court shall docket the appeal in accordance with Rule 12."

Please refer to Rule 3 for an explanation of any possible deficiencies.

****Per District Court Administrative Order 2012-01, in regards to civil litigants, "...all Orders to Appear in Forma Pauperis expire one year from the date of issuance." You must reapply for in Forma Pauperis status.**

Certification of Copy

State of Nevada }
County of Clark } SS:

I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, does hereby certify that the foregoing is a true, full and correct copy of the hereinafter stated original document(s):

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; ORDER GRANTING SFR INVESTMENTS POOL 1, LLC' MOTION FOR SUMMARY JUDGMENT; NOTICE OF ENTRY OF ORDER GRANTING SFR INVESTMENTS POOL 1, LLC' MOTION FOR SUMMARY JUDGMENT; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

JPMORGAN CHASE BANK NATIONAL
ASSOCIATION,

Plaintiff(s),

vs.

SFR INVESTMENTS POOL 1, LLC,

Defendant(s),

Case No: A-13-692304-C

Dept No: XXIV

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 20 day of September 2016.

Steven D. Grierson, Clerk of the Court

Chaunte Pleasant

Chaunte Pleasant, Deputy Clerk

100 NORTH CITY PARKWAY – SUITE 1750
LAS VEGAS, NEVADA 89106-4617

BankWest of Nevada
2700 West Sahara Ave.
Las Vegas, NV 89102

94-177/1224
01

DATE _____

CHECK NO.

9/16/16

003491

PAY TWO HUNDRED FIFTY DOLLARS NO/100

AMOUNT

TO THE Nevada Supreme Court
ORDER
OF

\$250.00

OPERATING ACCOUNT

11 00349 1 11 12240 17781 7500000 103 11

PLEASE DETACH BEFORE DEPOSITING

VENDOR NO.

CUSTOMER NO.

CHECK NO. 003491

INVOICE NO.	DATE	PACK NO.	INV. AMOUNT	G. L. NO.	CLIENT NO.	DESCRIPTION
	9/16/16		\$250.00	00175348		Filing for for Appeal.

MEMO:

Ballard Spahr
LLP

100 NORTH CITY PARKWAY - SUITE 1750 • LAS VEGAS, NEVADA 89106-4617