

CLERK OF THE COURT

Electronically Filed  
Dec 05 2016 02:47 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

1 **NOTC**

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

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

15 Plaintiff,

16 vs.

17 SFR INVESTMENTS POOL 1, LLC, a  
18 Nevada Limited Liability company;  
19 DOES I through X, ROE  
20 CORPORATIONS I through X, inclusive,

19 Defendants.

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

23 Counter-Claimant/Cross-  
24 Claimant,

24 vs.

25 JPMORGAN CHASE BANK N.A., a  
26 national association; KYLEEN T. BELL,  
27 an individual; DOES I through X, ROE  
28 CORPORATIONS I through X, inclusive,

27 Counter-Defendant/Cross-  
28 Defendants.

CASE NO. A-13-692202-C

DEPT. NO. XXIV

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  
appeals to the Nevada Supreme Court from the *Order Granting SFR Investments  
Pool 1, LLC's Motion for Summary Judgment* entered October 26, 2016 and from all  
interlocutory judgments and orders made appealable thereby.

Dated: November 22, 2016.

BALLARD SPAHR LLP

By: /s/ Holly Ann Priest

Abran E. Vigil  
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*

I HEREBY CERTIFY that on November 22, 2016, I filed a copy of the foregoing NOTICE OF APPEAL. The following individuals will be served by the Eighth Judicial District Court's E-Filing system:

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

/s/ Sarah Walton  
An employee of BALLARD SPAHR LLP

  
CLERK OF THE COURT

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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,  
14 NATIONAL ASSOCIATION, a national  
association,

15 Plaintiff,

16 vs.

17 SFR INVESTMENTS POOL 1, LLC, a  
Nevada Limited Liability company;  
18 DOES I through X, ROE  
CORPORATIONS I through X, inclusive,

19 Defendants.

CASE NO. A-13-692202-C

DEPT. NO. XXIV

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

22 Counter-Claimant/Cross-  
23 Claimant,

24 vs.

25 JPMORGAN CHASE BANK N.A., a  
national association; KYLEEN T. BELL,  
26 an individual; DOES I through X, ROE  
CORPORATIONS I through X, inclusive,

27 Counter-Defendant/Cross-  
28 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 26, 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 "Sale"). The subject property is located at 2824 Begonia Court, Henderson, Nevada 89074 (the "Property"). Defendant/Counter-Claimant SFR was the highest bidder at the Sale. Plaintiff/Counter-Defendant Chase is the beneficiary of record and servicer of a deed of trust recorded against the Property. At the time of the Sale, Chase was servicing the loan secured by the deed of trust on behalf of the Federal National Mortgage Association, which owned the loan and deed of trust. Counter-defendant Kyleen T. Bell was the record owner of the Property at the time of the Sale.**

**Chase filed its original complaint on November 26, 2013 and its amended complaint on March 18, 2016. The amended complaint names SFR as a defendant and includes claims for Declaratory Relief, Quiet Title, and Unjust Enrichment. Chase argues the deed of trust survived the HOA foreclosure sale for a variety of reasons.**

**SFR filed an answer, counterclaim, and cross-claim on January 27, 2014 which named Chase and Ms. Bell as defendants. SFR brought claims against Chase and Ms. Bell for "Declaratory Relief/Quiet Title" and "Preliminary and Permanent Injunction." SFR contends the Sale extinguished the deed of trust and extinguished Ms. Bell's ownership interest in the Property.**

1 SFR filed an answer to Chase's amended complaint on April 4, 2016. SFR  
2 did not file an amended version of the counterclaim and cross-claim it had  
included in its original answer.

3 Ms. Bell was dismissed from the case by way of a stipulation and order filed  
4 August 6, 2014.

5 During discovery, Chase noticed a deposition of SFR pursuant to N.R.C.P.  
6 30(b)(6). Chase listed several topics for examination that related to its quiet  
7 title claim against SFR. On April 14, 2016, SFR moved for a protective order  
to limit the deposition topics. The discovery commissioner recommended  
granting SFR's motion in part. After Chase filed an objection, the district  
court adopted the discovery commissioner's recommendation.

8 On July 22, 2016, Chase filed a motion to compel written discovery from SFR.  
9 Chase argued the discovery was relevant to both of its claims against SFR.  
10 The motion to compel was fully briefed, but the district court did not decide  
the motion before it entered judgment for SFR.

11 On July 22, 2016, SFR filed a motion for summary judgment. The district  
12 court held a hearing on August 23, 2016 where it indicated it would grant the  
motion. An order granting SFR's motion was filed and served on October 26,  
2016.

13 Chase filed its own motion for summary judgment on July 29, 2016. Before  
14 briefing on Chase's motion was complete, the district court heard and granted  
SFR's motion for summary judgment.

15 Chase appeals from the October 26, 2016 order granting SFR's motion for  
16 summary judgment and from all interlocutory judgments and orders made  
appealable thereby.

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

20 Not applicable.

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

22 Not applicable.

23  
24  
25 [Remainder of Page Intentionally Left Blank]  
26  
27  
28

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

3 Based on SFR's approach in these matter, Chase does not believe there is a  
possibility of settlement.

Dated: November 22, 2016.

BALLARD SPAHR LLP

By: /s/ Holly Ann Priest

Abran E. Vigil

Nevada Bar No. 7548

Matthew D. Lamb

Nevada Bar No. 12991

Holly Ann Priest

Nevada Bar No. 13226

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Defendant JPMorgan Chase Bank,  
National Association*

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LAS VEGAS, NEVADA 89106  
(702) 471-7000 FAX (702) 471-7070



CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on November 22, 2016, I filed a copy of the foregoing CASE APPEAL STATEMENT. The following individuals will be served by the Eighth Judicial District Court's E-Filing system:

KIM GILBERT EBRON

Diana Cline Ebron, diana@kgelegal.com  
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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-13-692202-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: **11/26/2013**  
Case Number History:  
Cross-Reference Case Number: **A692202**

**CASE INFORMATION**

**Statistical Closures**

10/26/2016      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-13-692202-C
Court	Department 24
Date Assigned	01/05/2015
Judicial Officer	Crockett, Jim



**PARTY INFORMATION**

		<i>Lead Attorneys</i>
<b>Plaintiff</b>	<b>JPMorgan Chase Bank National Association</b>	<b>Vigil, Abran E.</b> <i>Retained</i> 702-471-7000(W)
<b>Defendant</b>	<b>SFR Investments Pool 1 LLC</b>	<b>Kim, Howard C.</b> <i>Retained</i> 702-485-3300(W)
<b>Counter Claimant</b>	<b>SFR Investments Pool 1 LLC</b>	<b>Kim, Howard C.</b> <i>Retained</i> 702-485-3300(W)
<b>Counter Defendant</b>	<b>JPMorgan Chase Bank National Association</b>	<b>Vigil, Abran E.</b> <i>Retained</i> 702-471-7000(W)
<b>Cross Claimant</b>	<b>SFR Investments Pool 1 LLC</b> Removed: 08/06/2014 Dismissed	<b>Kim, Howard C.</b> <i>Retained</i> 702-485-3300(W)
<b>Cross Defendant</b>	<b>Bell, Kyleen T</b> Removed: 08/06/2014 Dismissed	














**DATE**

**EVENTS & ORDERS OF THE COURT**












**INDEX**

11/26/2013	 Complaint Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Complaint</i>
11/26/2013	 Initial Appearance Fee Disclosure Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Initial Appearance Fee Disclosure</i>
11/26/2013	Case Opened

DEPARTMENT 24  
**CASE SUMMARY**  
**CASE NO. A-13-692202-C**

12/31/2013	 Summons Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Summons - SFR Investments Pool I LLC</i>
01/27/2014	 Answer and Counterclaim Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>Answer, Counterclaim and Cross-Claim</i>
01/27/2014	 Initial Appearance Fee Disclosure Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>Initial Appearance Fee Disclosure (NRS Chapter 19)</i>
01/29/2014	 Certificate of Service Filed by: Counter Claimant SFR Investments Pool 1 LLC <i>Certificate of Service</i>
02/19/2014	 Motion for Summary Judgment Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>JPMorgan Chase Bank's Motion for Summary Judgment</i>
02/20/2014	 Affidavit of Service Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Affidavit of Service - Kyleen T Bell</i>
02/27/2014	 Notice of Lis Pendens Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Notice of Lis Pendens</i>
03/14/2014	 Certificate of Service Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Certificate of Service</i>
03/24/2014	 Stipulation and Order Filed by: Counter Claimant SFR Investments Pool 1 LLC <i>Stipulation and Order to Continue Hearing on Plaintiff's Motion for Summary Judgment</i>
03/26/2014	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>Notice of Entry of Stipulation and Order</i>
04/01/2014	 Opposition and Countermotion Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Opposition to JPMorgan Chase Bank's Motion for Summary Judgment and Counter-Motion to Stay Litigation or in the alternative for Stay Pending Appeal</i>
04/02/2014	 Certificate of Service Filed by: Counter Claimant SFR Investments Pool 1 LLC <i>Certificate of Service</i>
04/02/2014	 Exhibits Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Exhibits to SFR Investments Pool 1, LLC's Opposition to JPMorgan Chase Bank's Motion for Summary Judgment and and Counter-Motion to Stay Litigation on in the Alternative for Stay Pending Appeal</i>

DEPARTMENT 24  
**CASE SUMMARY**  
**CASE NO. A-13-692202-C**















04/02/2014	 Certificate of Service Filed by: Counter Claimant SFR Investments Pool 1 LLC <i>Certificate of Service</i>
04/11/2014	 Reply to Opposition Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Reply To Opposition To JPMorgan Chase Bank's Motion For Summary Judgment And Opposition To Countermotion To Stay Litigation Or, In The Alternative, For Stay Pending Appeal</i>
04/15/2014	<b>Motion for Summary Judgment</b> (8:15 AM) (Judicial Officer: Barker, David) <b>04/15/2014, 10/16/2014</b> <i>JPMorgan Chase Bank's Motion for Summary Judgment</i>
04/15/2014	<b>Opposition and Countermotion</b> (8:15 AM) (Judicial Officer: Barker, David) <b>04/15/2014, 10/16/2014</b> <i>SFR Investments Pool 1, LLC's Opposition to JPMorgan Chase Bank's Motion for Summary Judgment and Counter-Motion to Stay Litigation or in the alternative for Stay Pending Appeal</i>
04/15/2014	 <b>All Pending Motions</b> (8:15 AM) (Judicial Officer: Barker, David)
04/16/2014	 Commissioners Decision on Request for Exemption - Granted <i>Commissioner's Decision on Request for Exemption - Granted</i>
04/30/2014	 Default Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>Default Against Kyleen T. Bell</i>
05/13/2014	 Arbitration File <i>Arbitration File</i>
06/24/2014	 Notice of Lis Pendens Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Notice of Lis Pendens</i>
07/11/2014	 Application for Default Judgment Party: Counter Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Application for Judgment by Default against Kyleen T. Bell</i>
07/14/2014	 Certificate of Service Filed by: Counter Claimant SFR Investments Pool 1 LLC <i>Certificate of Service</i>
08/06/2014	 Stipulation and Order for Dismissal Without Prejudice Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>Stipulation and Order to Dismissing Kyleen T. Bell Without Prejudice</i>
08/06/2014	<b>Order of Dismissal Without Prejudice</b> (Judicial Officer: Barker, David) Debtors: Kyleen T Bell (Cross Defendant) Creditors: SFR Investments Pool 1 LLC (Cross Claimant) Judgment: 08/06/2014, Docketed: 08/13/2014
08/08/2014	 Notice of Entry of Stipulation and Order Filed By: Counter Claimant SFR Investments Pool 1 LLC

DEPARTMENT 24  
**CASE SUMMARY**  
**CASE NO. A-13-692202-C**

*Notice of Entry of Stipulation and Order Dismissing Kyleen T. Bell without Prejudice*

08/12/2014	<b>CANCELED Motion for Judgment</b> (8:15 AM) (Judicial Officer: Barker, David) <i>Vacated - per Stipulation and Order</i> <i>SFR Investments Pool 1, LLC's Application for Judgment by Default against Kyleen T. Bell</i>
10/16/2014	 <b>All Pending Motions</b> (8:15 AM) (Judicial Officer: Barker, David)
10/29/2014	 <b>Recorders Transcript of Hearing</b> <i>Recorder's Transcript of Proceedings: JPMorgan Chase Bank's Motion for Summary Judgment; SFR Investments Pool 1, LLC's Opposition to JPMorgan Chase Bank's Motion for Summary Judgment and Counter-Motion to Stay Litigation or in the Alternative for Stay Pending Appeal, heard October 16, 2014</i>
01/05/2015	Case Reassigned to Department 24 <i>District Court Case Reassignment 2015</i>
03/23/2015	 <b>Substitution of Attorney</b> Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Substitution of Counsel</i>
03/23/2015	 <b>Certificate of Service</b> Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Certificate of Mailing</i>
04/20/2015	 <b>Order</b> Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Order</i>
04/22/2015	 <b>Notice of Entry of Order</b> Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>Notice of Entry of Order</i>
05/07/2015	 <b>Answer to Counterclaim</b> Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Answer to Counterclaim</i>
05/27/2015	 <b>Amended Answer</b> Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Amended Answer to Counterclaim</i>
06/10/2015	 <b>Joint Case Conference Report</b> Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Joint Case Conference Report</i>
06/30/2015	 <b>Scheduling Order</b> <i>Scheduling Order</i>
07/06/2015	 <b>Order Setting Civil Bench Trial</b> <i>Order Setting Civil Bench Trial</i>
07/27/2015	 <b>Motion</b> Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>Motion for Pre-Trial Coordination on Order Shortening Time</i>

DEPARTMENT 24  
**CASE SUMMARY**  
**CASE NO. A-13-692202-C**

08/07/2015	 Response Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Response to Motion for Pre-Trial coordination on an Order Shortening Time</i>
08/11/2015	 <b>Motion to Coordinate</b> (10:30 AM) (Judicial Officer: Bare, Rob) <i>Defendant SFR Investments Pool 1 LLC's Motion for Pre-Trial Coordination on Order Shortening Time</i>
08/25/2015	 Document Filed Filed by: Counter 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: Counter Claimant SFR Investments Pool 1 LLC <i>Notice of Change of Address and Notice of Change of Firm Name</i>
02/05/2016	 Motion for Leave to File Party: 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>
03/15/2016	 <b>Motion for Leave</b> (9:00 AM) (Judicial Officer: Crockett, Jim) <i>JP Morgan's Motion for Leave to Amend Complaint</i>
03/15/2016	 Order Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Order Granting Motion for Leave to Amend the Complaint</i>
03/15/2016	 Notice of Entry of Order Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Notice of Entry of Order</i>
03/18/2016	 Amended Complaint Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Amended Complaint</i>
04/04/2016	 Answer to Amended Complaint Filed By: Counter 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 Filed By: Counter 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>
04/25/2016	 Errata

DEPARTMENT 24  
**CASE SUMMARY**  
**CASE NO. A-13-692202-C**

	Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>Notice of Errata</i>
05/06/2016	 Notice of Change of Hearing <i>Notice of Change of Hearing</i>
05/06/2016	Notice of Change of Hearing
05/09/2016	 Opposition to Motion For Protective Order Filed By: Counter Defendant JPMorgan Chase Bank National Association <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>
05/12/2016	 <b>Status Check: Trial Readiness</b> (9:00 AM) (Judicial Officer: Crockett, Jim) <i>Status Check - Trial Readiness</i>
05/13/2016	 Stipulation and Order Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Stipulation and Order to Extend Deadline for Response to Motion for Protective Order</i>
05/18/2016	 Reply in Support Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>Reply in Support of Motion for Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1 LLC</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	<b>CANCELED Motion for Protective Order</b> (9:00 AM) (Judicial Officer: Crockett, Jim) <i>Vacated - per Commissioner</i> <i>Defendant's Motion For Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC</i>
05/25/2016	 Stipulation and Order Filed by: Counter Defendant JPMorgan Chase Bank National Association <i>Stipulation and Order to Extend Dispositive Motion Deadline (First Request)</i>
05/26/2016	 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>
06/13/2016	 <b>Motion for Protective Order</b> (1:30 PM) (Judicial Officer: Beecroft, Chris A., Jr.) Events: 04/14/2016 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>












DEPARTMENT 24  
**CASE SUMMARY**  
**CASE NO. A-13-692202-C**

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>
07/11/2016	<b>CANCELED Status Check: Compliance</b> (2:00 PM) (Judicial Officer: Beecroft, Chris A., Jr.) <i>Vacated - per Commissioner</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 Shortening Time 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 Recommendation as to Motion for Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC</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>
07/22/2016	 Motion for Summary Judgment Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Motion for Summary Judgment</i>
07/29/2016	 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>
07/29/2016	 Appendix Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>JPMorgan Chase Bank, N.A.'s Appendix of Exhibits to Motion for Summary Judgment</i>
08/01/2016	 Notice of Change of Hearing <i>Notice of Change of Hearing</i>
08/02/2016	 Stipulation and Order Filed by: Counter Defendant JPMorgan Chase Bank National Association











DEPARTMENT 24  
**CASE SUMMARY**  
**CASE NO. A-13-692202-C**

*Stipulation and Order to Enlarge Dispositive Motion Deadline and Vacating Trial*

08/02/2016	 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 Enlarge Dispositive Motion Deadline and Vacating Trial</i>
08/02/2016	 Notice Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Notice of Constitutional Challenge</i>
08/08/2016	 Opposition to Motion For Summary Judgment Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Plaintiff JPMorgan Chase Bank, N.A.'s Opposition to SFR Investments Pool 1, LLC's Motion for Summary Judgment</i>
08/08/2016	 Opposition to Motion Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Opposition to JP Morgan Chase, N.A.'s Motion to Compel</i>
08/09/2016	<b>CANCELED Motion</b> (9:00 AM) (Judicial Officer: Crockett, Jim) <i>Vacated</i> <i>JPMorgan Chase Bank NA's Motion to Extend Dispositive Motion Deadline and Continue Trial</i>
08/09/2016	<b>CANCELED Pre Trial Conference</b> (9:30 AM) (Judicial Officer: Crockett, Jim) <i>Vacated - per Stipulation and Order</i>
08/15/2016	 Opposition to Motion For Summary Judgment Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Opposition to Motion for Summary Judgment</i>
08/15/2016	 Reply in Support Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Reply in Support of Motion for Summary Judgment</i>
08/22/2016	 Reply in Support Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>JPMorgan Chase Bank, N.A.'s Reply in Support of the Motion to Compel</i>
08/23/2016	 <b>Motion for Summary Judgment</b> (9:00 AM) (Judicial Officer: Crockett, Jim) <i>SFR Investments Pool 1, LLC's Motion for Summary Judgment</i>
08/25/2016	 Order Setting Civil Bench Trial <i>Order Setting Civil Bench Trial</i>
08/26/2016	 Declaration Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Declaration of Lindsay Demaree in Support of JPMorgan Chase Bank, N.A.'s Motion to Compel</i>
08/29/2016	 <b>Motion to Compel</b> (1:30 PM) (Judicial Officer: Beecroft, Chris A., Jr.) <i>JP Morgan Chase Bank NA's Motion to Compel</i>
09/01/2016	<b>CANCELED Motion for Summary Judgment</b> (9:00 AM) (Judicial Officer: Crockett, Jim)

DEPARTMENT 24  
**CASE SUMMARY**  
**CASE NO. A-13-692202-C**

	<i>Vacated - per Judge</i> <i>JPMorgan Chase Bank, N.A.'s Motion for Summary Judgment</i>
09/01/2016	<b>CANCELED Calendar Call</b> (9:30 AM) (Judicial Officer: Crockett, Jim) <i>Vacated - per Stipulation and Order</i>
09/06/2016	<b>CANCELED Bench Trial</b> (10:00 AM) (Judicial Officer: Crockett, Jim) <i>Vacated - per Stipulation and Order</i>
10/25/2016	<b>Status Check: Trial Readiness</b> (9:00 AM) (Judicial Officer: Crockett, Jim)
10/25/2016	<b>Status Check</b> (9:00 AM) (Judicial Officer: Crockett, Jim) <i>Status Check: 60 day Stay of Case</i>
10/25/2016	 <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Crockett, Jim)
10/26/2016	 Notice of Entry of Order Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>Notice of Entry of Order Granting SFR Investments Pool 1, LLC's Motion for Summary Judgment</i>
10/26/2016	 Order Granting Motion Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>Order Granting SFR Investments Pool 1, LLC's Motion for Summary Judgment</i>
10/26/2016	<b>Summary Judgment</b> (Judicial Officer: Crockett, Jim) Debtors: JPMorgan Chase Bank National Association (Plaintiff) Creditors: SFR Investments Pool 1 LLC (Defendant) Judgment: 10/26/2016, Docketed: 11/03/2016
11/03/2016	 Memorandum of Costs and Disbursements Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Memorandum Of Costs And Disbursements</i>
11/07/2016	<b>CANCELED Motion to Compel</b> (1:30 PM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - Case Closed</i> <i>JP Morgan Chase Bank NA's Motion to Compel</i>
11/14/2016	 Motion to Retax Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>JPMorgan Chase Bank N.A.'s Motion to Retax SFR's Claimed Costs</i>
11/21/2016	 Opposition to Motion Filed By: Counter Claimant SFR Investments Pool 1 LLC <i>Opposition To JPMorgan Chase Bank, National Association's, Motion To Retax Costs</i>
11/22/2016	 Notice of Appeal Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Notice of Appeal</i>
11/22/2016	 Case Appeal Statement Filed By: Counter Defendant JPMorgan Chase Bank National Association <i>Case Appeal Statement</i>
11/29/2016	<b>Motion to Retax</b> (9:00 AM) (Judicial Officer: Crockett, Jim) <i>JPMorgan Chase Bank N.A.'s Motion to Retax SFR's Claimed Costs</i>

DEPARTMENT 24  
**CASE SUMMARY**  
**CASE NO. A-13-692202-C**

12/06/2016	<i>CANCELED Pre Trial Conference</i> (9:30 AM) (Judicial Officer: Crockett, Jim) <i>Vacated - Case Closed</i>
12/15/2016	<i>CANCELED Calendar Call</i> (9:30 AM) (Judicial Officer: Crockett, Jim) <i>Vacated - Case Closed</i>
01/03/2017	<i>CANCELED Bench Trial</i> (10:00 AM) (Judicial Officer: Crockett, Jim) <i>Vacated - Case Closed</i>

DATE	FINANCIAL INFORMATION	
	<b>Counter Claimant</b> SFR Investments Pool 1 LLC	
	Total Charges	423.00
	Total Payments and Credits	423.00
	<b>Balance Due as of 11/30/2016</b>	<b>0.00</b>
	<b>Counter Defendant</b> JPMorgan Chase Bank National Association	
	Total Charges	694.00
	Total Payments and Credits	694.00
	<b>Balance Due as of 11/30/2016</b>	<b>0.00</b>
	<b>Counter Defendant</b> JPMorgan Chase Bank National Association	
	Appeal Bond Balance as of 11/30/2016	<b>500.00</b>

### 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"/> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input checked="" type="checkbox"/> <b>Title to Property</b> <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input checked="" type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> <b>Condemnation/Eminent Domain</b> <input type="checkbox"/> <b>Other Real Property</b> <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> <b>Negligence</b> <input type="checkbox"/> <b>Negligence – Auto</b> <input type="checkbox"/> <b>Negligence – Medical/Dental</b> <input type="checkbox"/> <b>Negligence – Premises Liability</b> (Slip/Fall) <input type="checkbox"/> <b>Negligence – Other</b>	<input type="checkbox"/> <b>Product Liability</b> <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> <b>Intentional Misconduct</b> <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> <b>Employment Torts</b> (Wrongful termination) <input type="checkbox"/> <b>Other Torts</b> <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	
<b>Estimated Estate Value:</b> <input type="checkbox"/> <b>Summary Administration</b> <input type="checkbox"/> <b>General Administration</b> <input type="checkbox"/> <b>Special Administration</b> <input type="checkbox"/> <b>Set Aside Estates</b> <input type="checkbox"/> <b>Trust/Conservatorships</b> <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> <b>Other Probate</b>	<input type="checkbox"/> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> <b>Breach of Contract</b> <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"/> <b>Civil Petition for Judicial Review</b> <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"/> <b>Appeal from Lower Court</b> (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> <b>Civil Writ</b> <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> <b>Other Civil Filing</b> <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.)

☐ NRS Chapters 78-88

☐ Commodities (NRS 90)

☐ Securities (NRS 90)

☐ Investments (NRS 104 Art. 8)

☐ Deceptive Trade Practices (NRS 598)

☐ Trademarks (NRS 600A)

☐ Enhanced Case Mgmt/Business

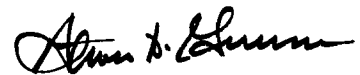
☐ Other Business Court Matters

11/21/2013

Date

/s/ Kevin S. Soderstrom, Esq.

Signature of initiating party or representative



CLERK OF THE COURT

**ORDR**  
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**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, a national association,

Case No. A-13-692202-C

Plaintiff,

Dept. No. XXIV

vs.

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

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

Defendants.

AND ALL RELATED CLAIMS.

This matter came before the Court on SFR Investments Pool 1, LLC ("SFR") Motion for Summary Judgment ("SFR MSJ") filed on July 22, 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 its opposition to SFR's MSJ on August 8, 2016, and SFR filed its reply on August 15, 2016. Zachary Clayton, Esq. of Kim Gilbert Ebron appeared on behalf of SFR and Holly Priest, Esq. of Ballard Spahr LLP appeared on behalf of Chase. No other parties or counsel appeared.

<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

1 Having reviewed and considered the full briefing and arguments of counsel, for the  
2 reasons stated on the record and in the pleadings, and good cause appearing, this Court makes the  
3 following findings of fact and conclusions of law.<sup>1</sup>

4 FINDINGS OF FACT

5 1. In 1991, Nevada adopted the Uniform Common Interest Ownership Act as NRS  
6 116, including NRS 116.3116(2).<sup>2</sup>

7 2. Kylan T. Bell took title to the real property commonly known as 2824 Begonia  
8 Court, Henderson, NV 89074; Parcel No. 177-12-410-074 (the "Property"), by way of a  
9 Grant, Bargain, sale Deed recorded as Instrument No. 199504210001512 on April 21, 1995.

10 3. On February 5, 2003, Eastbridge Gardens Condominiums' (the "Association"),  
11 recorded in the Official Records of the Clark County Recorder, its Second Restated Declaration  
12 of Covenants, Conditions and Restrictions ("CC&Rs") as Instrument No. 200202060001001 of  
13 the Official Records of the Clark County Recorder.<sup>3</sup>

14 4. On November 25, 2002, a Deed of Trust was recorded against the Property as  
15 Instrument No. 200211250002874 ("Deed of Trust"). The Deed of Trust was executed by Bell  
16 to secure a promissory note in the amount of \$68,000.00. The Deed of Trust designated  
17 Mortgage Electronic Registration Systems, Inc. ("MERS") as beneficiary in a nominee capacity  
18 for the original lender, Republic Mortgage, LLC, and the original lender's successors and  
19 assigns.

20 5. As part of the loan transaction, the original lender prepared and Bell signed, a  
21 Condominium Rider to the Deed of Trust, recognizing that the Property was located in a sub-  
22 common interest community within the Association.

23 6. On April 1, 2011, Nevada Association Services ("NAS") recorded on behalf of  
24 the Association a Notice of Delinquent Assessment Lien as Instrument No. 201104010001371

25 \_\_\_\_\_  
26 <sup>1</sup> 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 <sup>2</sup> Unless otherwise noted, the findings set forth herein are undisputed.

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

1 ("NODA"). The NODA was mailed to Bell.

2 7. On May 31, 2012, NAS recorded on behalf of the Association a Notice of  
3 Trustee's Sale as Instrument No. 201206010001979 ("NOS"). The NOS was mailed to Chase  
4 and Bell. Chase admits receipt of the NOS. The NOS was posted and published pursuant to  
5 statutory requirements.

6 8. On September 21, 2012, NAS recorded on behalf of the Association a Notice of  
7 Default and Election to Sell Under Homeowners Association Lien as Instrument No.  
8 201109210000506 ("NOD"). The NOD was mailed to Chase and Bell.

9 9. On October 25, 2012, an Assignment of Deed of Trust was recorded as  
10 Instrument No. 201210250002057, pursuant to which MERS, in its capacity as beneficiary in a  
11 nominee capacity for the lender and the lender's successors and assigns, assigned the Deed of  
12 Trust to Chase.

13 10. On April 29, 2013, Assignment of First Deed of Trust to Chase Bank is re-  
14 recorded as Instrument No. 201304290002908.

15 11. On May 2, 2013, NAS sent on behalf of the Association a Second Notice of  
16 Trustee's Sale ("SNOS"). This notice was recorded as instrument No. 201305070000894. The  
17 SNOS was mailed to Chase and Bell. Chase admits receipt of the SNOS. The SNOS was posted  
18 and published pursuant to statutory requirements. Per the notice, the sale was set for May 31,  
19 2013.

20 12. On May 9, 2013, National Default Services Corp. ("NDSC") as trustee, recorded  
21 a Notice of Default and Election to Sell Under Deed of Trust, stating the Bell had become  
22 delinquent on payments under the note.

23 13. On May 31, 2013, NAS held the Association foreclosure sale at which SFR  
24 placed the highest bid of \$10,100.00 ("Association foreclosure sale").

25 14. The Trustee's Deed Upon Sale vesting title in SFR was recorded on June 10,  
26 2013 as Instrument No. 201306100002206. The Trustee's Deed included the following recitals:

27 This conveyance is made pursuant to the powers conferred upon [NAS] by  
28 Nevada Revised Statutes, the Eastbride Gardens Condominiums governing  
documents (CC&Rs) and that certain Notice of Delinquent Assessment Lien,

described herein. Default occurred as set forth in a Notice of Default and Election, recorded on 9/21/2011. . . . 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.

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

16. 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.

17. 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) ("SFR Decision").

18. 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.

19. In its opposition, Chase argued the loan was owned by the Federal National Mortgage Association ("Fannie Mae") and Chase was the servicer of the loan for Fannie Mae at the time of the subject HOA foreclosure sale. Chase further argued that due to Fannie Mae's interest, SFR's alleged interest was subject to the Deed of Trust pursuant to the Housing and Economic Recovery Act of 2008 ("HERA") specifically, 12 U.S.C. § 4617(j)(3).

20. In its reply, SFR argued that if the Court were to overturn the sale, the sale must be voided and that SFR cannot be made to take title subject to the Bank's Deed of Trust.

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

22. 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 1026, 1029 (2005). Additionally, “[t]he purpose of summary judgment ‘is to avoid a needless trial when an appropriate showing is made in advance that there is no genuine issue of fact to be tried, and the movant is entitled to judgment as a matter of law.’” McDonald v. D.P. Alexander & Las Vegas Boulevard, LLC, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting Coray v. Home, 80 Nev. 39, 40-41, 389 P.2d 76, 77 (1964). Moreover, the non-moving party “must, by affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against [it].” Wood, 121 Nev. at 32, 121 P.3d at 1031. The non-moving party “is not entitled to build a case on the gossamer threads of whimsy, speculation, and conjecture.” Id. Rather, the non-moving party must demonstrate specific facts as opposed to general allegations and conclusions. LaMantia v. Redisi, 118 Nev. 27, 29, 38 P.3d 877, 879 (2002); Wayment v. Holmes, 112 Nev. 232, 237, 912 P.2d 816, 819 (1996). Though inferences are to be drawn in favor of the non-moving party, an opponent to summary judgment, must show that it can produce evidence at trial to support its claim or defense. Van Cleave v. Kietz-Mill Minit Mart, 97 Nev. 414, 417, 633 P.2d 1220, 222 (1981).

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

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

1       been followed.”).

2               2.       That a foreclosure deed “reciting compliance with notice provisions of  
3       NRS 116.31162 through NRS 116.31168 “is conclusive” as to the recitals “against the  
4       unit’s former owner, his or her heirs and assigns and all other persons.” SFR, 334 P.3d at  
5       411-12.

6               3.       That “[i]f the trustee’s deed recites that all statutory notice requirements  
7       and procedures required by law for the conduct of the foreclosure have been satisfied, a  
8       rebuttable presumption arises that the sale has been conducted regularly and properly;  
9       this presumption is conclusive as to a bona fide purchaser.” Moeller v. Lien, 30  
10      Cal.Rptr.2d 777, 783 (Ct. App. 1994); see also, 4 Miller & Starr, Cal. Real Estate (3d ed.  
11      2000) Deeds of Trust and Mortgages § 10:211, pp. 647-652; 2 Bernhardt, Cal. Mortgage  
12      and Deed of Trust Practice (Cont.Ed.Bar 2d ed. 1990) § 7:59, pp. 476-477).

13              C.       “A presumption not only fixes the burden of going forward with evidence, but it  
14      also shifts the burden of proof.” Yeager v. Harrah’s Club, Inc., 111 Nev. 830, 834, 897 P.2d  
15      1093, 1095 (1995)(citing Vancheri v. GNLV Corp., 105 Nev. 417, 421, 777 P.2d 366, 368  
16      (1989)). “These presumptions impose on the party against whom it is directed the burden of  
17      proving that the nonexistence of the presumed fact is more probable than its existence.” Id.  
18      (citing NRS 47.180).

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

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

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

26              G.       According to the SFR Decision, “together, NRS 116.3116(1) and NRS  
27      116.31162 provide for the nonjudicial foreclosure of the whole of the HOA’s lien, not just the  
28      subpriority piece of it.” SFR, 334 P.3d at 414-15.

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

3 I. “If the sale is properly, lawfully and fairly carried out, [the bank] cannot  
4 unilaterally create a right of redemption in [itself].” Golden v. Tomivasu, 387 P.2d 989, 997  
5 (Nev. 1963).

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

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

23 L. Shadow Wood reaffirmed Nevada’s adoption of the California rule that  
24 “inadequacy of price, however gross, is not in itself a sufficient ground for setting aside a  
25 trustee’s sale legally made; there must be in addition proof of some element of fraud, unfairness  
26 or oppression as accounts for and brings about the inadequacy of price[.]” Shadow Wood,  
27 2016 WL 347979 at\*5 (quoting Golden, 79 Nev. at 504 (internal citations omitted) (emphasis  
28 added)).

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

5 N. Chase admits it received the required notices and knew the sale had been  
6 scheduled, yet it did nothing to protect its interest in the Property. Furthermore, as a mere  
7 lienholder, as opposed to homeowner like the bank in Shadow Wood, Chase is not entitled to  
8 equitable relief as it has an adequate remedy at law for damages against any party that may have  
9 injured it. Las Vegas Valley Water Dist. V. Curtis Park Manor Water Users Ass'n, 646 P.2d  
10 549, 551 (Nev. 1982) ("courts lack authority to grant equitable relief when an adequate remedy  
11 at law exists."). Thus, even if this Court had found some facts suggesting fraud, unfairness or  
12 oppression, it would not need to weigh the equities. However, because Chase has presented no  
13 evidence, other than the alleged "low price" paid by SFR, suggesting that the sale was anything  
14 other than properly conducted, the Court would not need to weigh the equities in this case.

15 O. This Court did not make a determination as to Fannie Mae's interest in the  
16 property. The Court found that Chase lacks standing to enforce 12 U.S.C. § 4617(j)(3).

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

23 Q. Chase failed to demonstrate an exception to the voluntary payment doctrine: (a)  
24 coercion or duress caused by a business necessity, or (2) payment in defense of property.  
25 Nevada Association Services, Inc. v. The Eighth Judicial District, 130 Nev. \_\_\_\_, \_\_\_\_, 338 P.3d  
26 1250 (2014). Without showing one of these exceptions applies, one cannot recover voluntary  
27 payments. Best Buy Stores v. Benderson-Wainberg Assocs., 668 F.3d 1019, 1030 (8th Cir.  
28 2012) ("one who makes a payment voluntarily, cannot recover it on the ground that he was

1 under no legal obligation to make the payment."'). Here, Chase failed to provide any facts  
2 raising a material question as to whether any alleged payments were made under one of the  
3 exceptions.

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

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

6 T. SFR is entitled to a permanent injunction enjoining Chase, its successors and  
7 assigns from taking any action on the extinguished *Deed of Trust*. *[Signature]*

8 ORDER

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

11 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Deed of Trust  
12 recorded against the real property commonly known as 2824 Begonia Court, Henderson, NV  
13 89074; Parcel No. 177-12-410-074, was extinguished by the Association Foreclosure 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 2824 Begonia Court, Henderson, NV 89074; Parcel No. 177-12-410-074  
17 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 2824 Begonia Court, Henderson, NV 89074; Parcel No. 177-12-410-074 is  
21 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 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Order shall  
28

KIM GILBERT EBRON  
7625 DEAN MARTIN DRIVE, SUITE 110  
LAS VEGAS, NV 89139  
(702) 485-3300 FAX (702) 485-3301

1 resolve all claims as to all parties.<sup>4</sup>

2 DATED this 25 day of October, 2016.

- ADYLAUD  
- ORDER granting  
SFR motion  
for summary  
judgment

MS DISTRICT COURT JUDGE

3  
4  
5 Respectfully Submitted By:

6 **KIM GILBERT EBRON**

7   
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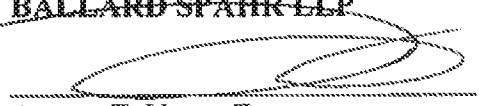
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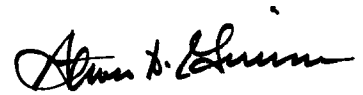
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21 Attorneys for JPMorgan Chase Bank,  
22 National Association

23  
24  
25  
26  
27  
28 <sup>4</sup> SFR dismissed its claims against Bell by way of Stipulation and Order entered on August 6, 2014, notice of entry of which was served on August 8, 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-13-692202-C

Dept. No. XXIV

Plaintiff,

vs.

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

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

Defendants.

AND ALL RELATED CLAIMS.

PLEASE TAKE NOTICE that on October 26, 2016 this Court entered an **Order Granting SFR Investments Pool 1, LLC's Motion for Summary Judgment**. A copy of said Order is attached hereto.

DATED this 26<sup>th</sup> day of October, 2016.

**KIM GILBERT EBRON**

/s/ Diana Cline Ebron

DIANA CLINE EBRON, ESQ.

Nevada Bar No. 10580

7625 Dean Martin Drive, Suite 110

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*Attorney for SFR Investments Pool 1, LLC.*

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 26<sup>th</sup> day of October, 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:

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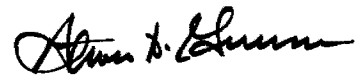
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/s/ Tomas Valerio

An Employee of Kim Gilbert Ebron





CLERK OF THE COURT

**ORDER**  
DIANA CLINE EBRON, ESQ.  
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**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION, a national association,

Case No. A-13-692202-C

Plaintiff,

Dept. No. XXIV

vs.

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

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

Defendants.

AND ALL RELATED CLAIMS.

This matter came before the Court on SFR Investments Pool 1, LLC ("SFR") Motion for Summary Judgment ("SFR MSJ") filed on July 22, 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 its opposition to SFR's MSJ on August 8, 2016, and SFR filed its reply on August 15, 2016. Zachary Clayton, Esq. of Kim Gilbert Ebron appeared on behalf of SFR and Holly Priest, Esq. of Ballard Spahr LLP appeared on behalf of Chase. No other parties or counsel appeared.

<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 Debt(s)	<input type="checkbox"/> Judgment of Arbitration

1 Having reviewed and considered the full briefing and arguments of counsel, for the  
2 reasons stated on the record and in the pleadings, and good cause appearing, this Court makes the  
3 following findings of fact and conclusions of law.<sup>1</sup>

4 FINDINGS OF FACT

5 1. In 1991, Nevada adopted the Uniform Common Interest Ownership Act as NRS  
6 116, including NRS 116.3116(2).<sup>2</sup>

7 2. Kylan T. Bell took title to the real property commonly known as 2824 Begonia  
8 Court, Henderson, NV 89074; Parcel No. 177-12-410-074 (the "Property"), by way of a  
9 Grant, Bargain, sale Deed recorded as Instrument No. 199504210001512 on April 21, 1995.

10 3. On February 5, 2003, Eastbridge Gardens Condominiums' (the "Association"),  
11 recorded in the Official Records of the Clark County Recorder, its Second Restated Declaration  
12 of Covenants, Conditions and Restrictions ("CC&Rs") as Instrument No. 200202060001001 of  
13 the Official Records of the Clark County Recorder.<sup>3</sup>

14 4. On November 25, 2002, a Deed of Trust was recorded against the Property as  
15 Instrument No. 200211250002874 ("Deed of Trust"). The Deed of Trust was executed by Bell  
16 to secure a promissory note in the amount of \$68,000.00. The Deed of Trust designated  
17 Mortgage Electronic Registration Systems, Inc. ("MERS") as beneficiary in a nominee capacity  
18 for the original lender, Republic Mortgage, LLC, and the original lender's successors and  
19 assigns.

20 5. As part of the loan transaction, the original lender prepared and Bell signed, a  
21 Condominium Rider to the Deed of Trust, recognizing that the Property was located in a sub-  
22 common interest community within the Association.

23 6. On April 1, 2011, Nevada Association Services ("NAS") recorded on behalf of  
24 the Association a Notice of Delinquent Assessment Lien as Instrument No. 201104010001371

25 \_\_\_\_\_  
26 <sup>1</sup> 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 <sup>2</sup> Unless otherwise noted, the findings set forth herein are undisputed.

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

1 ("NODA"). The NODA was mailed to Bell.

2 7. On May 31, 2012, NAS recorded on behalf of the Association a Notice of  
3 Trustee's Sale as Instrument No. 201206010001979 ("NOS"). The NOS was mailed to Chase  
4 and Bell. Chase admits receipt of the NOS. The NOS was posted and published pursuant to  
5 statutory requirements.

6 8. On September 21, 2012, NAS recorded on behalf of the Association a Notice of  
7 Default and Election to Sell Under Homeowners Association Lien as Instrument No.  
8 201109210000506 ("NOD"). The NOD was mailed to Chase and Bell.

9 9. On October 25, 2012, an Assignment of Deed of Trust was recorded as  
10 Instrument No. 201210250002057, pursuant to which MERS, in its capacity as beneficiary in a  
11 nominee capacity for the lender and the lender's successors and assigns, assigned the Deed of  
12 Trust to Chase.

13 10. On April 29, 2013, Assignment of First Deed of Trust to Chase Bank is re-  
14 recorded as Instrument No. 201304290002908.

15 11. On May 2, 2013, NAS sent on behalf of the Association a Second Notice of  
16 Trustee's Sale ("SNOS"). This notice was recorded as instrument No. 201305070000894. The  
17 SNOS was mailed to Chase and Bell. Chase admits receipt of the SNOS. The SNOS was posted  
18 and published pursuant to statutory requirements. Per the notice, the sale was set for May 31,  
19 2013.

20 12. On May 9, 2013, National Default Services Corp. ("NDSC") as trustee, recorded  
21 a Notice of Default and Election to Sell Under Deed of Trust, stating the Bell had become  
22 delinquent on payments under the note.

23 13. On May 31, 2013, NAS held the Association foreclosure sale at which SFR  
24 placed the highest bid of \$10,100.00 ("Association foreclosure sale").

25 14. The Trustee's Deed Upon Sale vesting title in SFR was recorded on June 10,  
26 2013 as Instrument No. 201306100002206. The Trustee's Deed included the following recitals:

27 This conveyance is made pursuant to the powers conferred upon [NAS] by  
28 Nevada Revised Statutes, the Eastbride Gardens Condominiums governing  
documents (CC&Rs) and that certain Notice of Delinquent Assessment Lien,

described herein. Default occurred as set forth in a Notice of Default and Election, recorded on 9/21/2011. . . . 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.

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

16. 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.

17. 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) ("SFR Decision").

18. 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.

19. In its opposition, Chase argued the loan was owned by the Federal National Mortgage Association ("Fannie Mae") and Chase was the servicer of the loan for Fannie Mae at the time of the subject HOA foreclosure sale. Chase further argued that due to Fannie Mae's interest, SFR's alleged interest was subject to the Deed of Trust pursuant to the Housing and Economic Recovery Act of 2008 ("HERA") specifically, 12 U.S.C. § 4617(j)(3).

20. In its reply, SFR argued that if the Court were to overturn the sale, the sale must be voided and that SFR cannot be made to take title subject to the Bank's Deed of Trust.

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

22. 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 1026, 1029 (2005). Additionally, “[t]he purpose of summary judgment ‘is to avoid a needless trial when an appropriate showing is made in advance that there is no genuine issue of fact to be tried, and the movant is entitled to judgment as a matter of law.’” McDonald v. D.P. Alexander & Las Vegas Boulevard, LLC, 121 Nev. 812, 815, 123 P.3d 748, 750 (2005) quoting Coray v. Home, 80 Nev. 39, 40-41, 389 P.2d 76, 77 (1964). Moreover, the non-moving party “must, by affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against [it].” Wood, 121 Nev. at 32, 121 P.3d at 1031. The non-moving party “is not entitled to build a case on the gossamer threads of whimsy, speculation, and conjecture.” Id. Rather, the non-moving party must demonstrate specific facts as opposed to general allegations and conclusions. LaMantia v. Redisi, 118 Nev. 27, 29, 38 P.3d 877, 879 (2002); Wayment v. Holmes, 112 Nev. 232, 237, 912 P.2d 816, 819 (1996). Though inferences are to be drawn in favor of the non-moving party, an opponent to summary judgment, must show that it can produce evidence at trial to support its claim or defense. Van Cleave v. Kietz-Mill Minit Mart, 97 Nev. 414, 417, 633 P.2d 1220, 222 (1981).

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

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

1       been followed.”).

2               2.       That a foreclosure deed “reciting compliance with notice provisions of  
3       NRS 116.31162 through NRS 116.31168 “is conclusive” as to the recitals “against the  
4       unit’s former owner, his or her heirs and assigns and all other persons.” SFR, 334 P.3d at  
5       411-12.

6               3.       That “[i]f the trustee’s deed recites that all statutory notice requirements  
7       and procedures required by law for the conduct of the foreclosure have been satisfied, a  
8       rebuttable presumption arises that the sale has been conducted regularly and properly;  
9       this presumption is conclusive as to a bona fide purchaser.” Moeller v. Lien, 30  
10      Cal.Rptr.2d 777, 783 (Ct. App. 1994); see also, 4 Miller & Starr, Cal. Real Estate (3d ed.  
11      2000) Deeds of Trust and Mortgages § 10:211, pp. 647-652; 2 Bernhardt, Cal. Mortgage  
12      and Deed of Trust Practice (Cont.Ed.Bar 2d ed. 1990) § 7:59, pp. 476-477).

13              C.       “A presumption not only fixes the burden of going forward with evidence, but it  
14      also shifts the burden of proof.” Yeager v. Harrah’s Club, Inc., 111 Nev. 830, 834, 897 P.2d  
15      1093, 1095 (1995)(citing Vancheri v. GNLV Corp., 105 Nev. 417, 421, 777 P.2d 366, 368  
16      (1989)). “These presumptions impose on the party against whom it is directed the burden of  
17      proving that the nonexistence of the presumed fact is more probable than its existence.” Id.  
18      (citing NRS 47.180).

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

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

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

26              G.       According to the SFR Decision, “together, NRS 116.3116(1) and NRS  
27      116.31162 provide for the nonjudicial foreclosure of the whole of the HOA’s lien, not just the  
28      subpriority piece of it.” SFR, 334 P.3d at 414-15.

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

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

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

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

23 L. Shadow Wood reaffirmed Nevada's adoption of the California rule that  
24 "inadequacy of price, however gross, is not in itself a sufficient ground for setting aside a  
25 trustee's sale legally made; there must be in addition proof of some element of fraud, unfairness  
26 or oppression as accounts for and brings about the inadequacy of price[.]" Shadow Wood,  
27 2016 WL 347979 at\*5 (quoting Golden, 79 Nev. at 504 (internal citations omitted) (emphasis  
28 added)).

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

5 N. Chase admits it received the required notices and knew the sale had been  
6 scheduled, yet it did nothing to protect its interest in the Property. Furthermore, as a mere  
7 lienholder, as opposed to homeowner like the bank in Shadow Wood, Chase is not entitled to  
8 equitable relief as it has an adequate remedy at law for damages against any party that may have  
9 injured it. Las Vegas Valley Water Dist. V. Curtis Park Manor Water Users Ass'n, 646 P.2d  
10 549, 551 (Nev. 1982) ("courts lack authority to grant equitable relief when an adequate remedy  
11 at law exists."). Thus, even if this Court had found some facts suggesting fraud, unfairness or  
12 oppression, it would not need to weigh the equities. However, because Chase has presented no  
13 evidence, other than the alleged "low price" paid by SFR, suggesting that the sale was anything  
14 other than properly conducted, the Court would not need to weigh the equities in this case.

15 O. This Court did not make a determination as to Fannie Mae's interest in the  
16 property. The Court found that Chase lacks standing to enforce 12 U.S.C. § 4617(j)(3).

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

23 Q. Chase failed to demonstrate an exception to the voluntary payment doctrine: (a)  
24 coercion or duress caused by a business necessity, or (2) payment in defense of property.  
25 Nevada Association Services, Inc. v. The Eighth Judicial District, 130 Nev. \_\_\_\_, \_\_\_\_, 338 P.3d  
26 1250 (2014). Without showing one of these exceptions applies, one cannot recover voluntary  
27 payments. Best Buy Stores v. Benderson-Wainberg Assocs., 668 F.3d 1019, 1030 (8th Cir.  
28 2012) ("one who makes a payment voluntarily, cannot recover it on the ground that he was



1 under no legal obligation to make the payment."'). Here, Chase failed to provide any facts  
2 raising a material question as to whether any alleged payments were made under one of the  
3 exceptions.

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

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

6 T. SFR is entitled to a permanent injunction enjoining Chase, its successors and  
7 assigns from taking any action on the extinguished *Deed of Trust*. *Let*  
*Sol*

8 ORDER

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

11 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Deed of Trust  
12 recorded against the real property commonly known as 2824 Begonia Court, Henderson, NV  
13 89074; Parcel No. 177-12-410-074, was extinguished by the Association Foreclosure 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 2824 Begonia Court, Henderson, NV 89074; Parcel No. 177-12-410-074  
17 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 2824 Begonia Court, Henderson, NV 89074; Parcel No. 177-12-410-074 is  
21 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 IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that this Order shall  
28

KIM GILBERT EBRON  
7625 DEAN MARTIN DRIVE, SUITE 110  
LAS VEGAS, NV 89139  
(702) 485-3300 FAX (702) 485-3301

1 resolve all claims as to all parties.<sup>4</sup>

2 DATED this 25 day of October, 2016.

- ADJ LAVA  
- ORDER granting  
SFR motion  
for summary  
judgment

NS DISTRICT COURT JUDGE

3  
4  
5 Respectfully Submitted By:

6 **KIM GILBERT EBRON**

7   
8 JACQUELINE A. GILBERT, ESQ.

9 Nevada Bar No. 10593

10 Email: jackie@kgelegal.com

11 DIANA CLINE EBRON, ESQ.

12 Nevada Bar No. 10580

13 E-mail: diana@kgelegal.com

14 KAREN L. HANKS, ESQ.

15 Nevada Bar No. 9578

16 karen@kgelegal.com

17 7625 Dean Martin Drive, Suite 110

18 Las Vegas, Nevada 89139

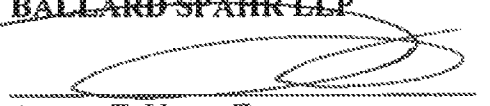
19 Telephone: (702) 485-3300

20 Facsimile: (702) 485-3301

21 Attorneys for SFR Investments Pool 1, LLC

Approved as to Form but Not Content By:

6 **BALLARD SPAHR LLP**

7   
8 ABRAN E. VIGIL, ESQ.

9 Nevada Bar No. 7548

10 Email: vigila@ballardspahr.com

11 RUSSELL J. BURKE, ESQ.

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13 Email: burker@ballardspahr.com

14 HOLLY ANN PRIEST, ESQ.

15 Nevada Bar No. 13226

16 Email: priesth@ballardspahr.com

17 100 North City Parkway, Suite 1740

18 Las Vegas, Nevada 89106-4617

19 Telephone: (702) 471-7000

20 Facsimile: (702) 471-7070

21 Attorneys for JPMorgan Chase Bank,  
22 National Association

23  
24  
25  
26  
27  
28 <sup>4</sup> SFR dismissed its claims against Bell by way of Stipulation and Order entered on August 6, 2014, notice of entry of which was served on August 8, 2014.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**April 15, 2014**

---

A-13-692202-C      JPMorgan Chase Bank National Association, Plaintiff(s)  
vs.  
SFR Investments Pool 1 LLC, Defendant(s)

---

**April 15, 2014      8:15 AM      All Pending Motions**

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

**COURT CLERK:** April Watkins

**RECORDER:** Cheryl Carpenter

**REPORTER:**

**PARTIES**

**PRESENT:**      Cline, Diana S.      Attorney  
                 Soderstrom, Kevin      Attorney

**JOURNAL ENTRIES**

- SFR INVESTMENTS POOL 1, LLC'S OPPOSITION TO JPMORGAN CHASE BANK'S MOTION FOR SUMMARY JUDGMENT AND COUNTER-MOTION FOR STAY LITIGATION OR IN THE ALTERNATIVE, FOR STAY PENDING APPEAL...JPMORGAN CHASE BANK'S MOTION FOR SUMMARY JUDGMENT

Mr. Soderstrom advised he has spoken to Ms. Cline and agree to stay litigation until September. If at some point in time and injunctive relief is sought, counsel can do so. Further, counsel does not believe Pltf. is seeking foreclosure proceedings and counsel does not have the authority. Ms. Cline advised no sale currently set that is why injunctive relief has not been sought. Further, Ms. Cline advised she has no objection to continuing matter. COURT ORDERED, matters CONTINUED.

CONTINUED TO: 10/16/14 8:15 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property****COURT MINUTES****October 16, 2014**

A-13-692202-C      JPMorgan Chase Bank National Association, Plaintiff(s)  
    vs.  
    SFR Investments Pool 1 LLC, Defendant(s)

**October 16, 2014      8:15 AM      All Pending Motions**

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

**COURT CLERK:** April Watkins

**RECORDER:** Cheryl Carpenter

**REPORTER:**

**PARTIES**

**PRESENT:**      Cline, Diana S.      Attorney  
    Soderstrom, Kevin      Attorney

**JOURNAL ENTRIES**

- JPMORGAN CHASE BANK'S MOTION FOR SUMMARY JUDGMENT...SFR INVESTMENTS POOL 1, LLC'S OPPOSITION TO JPMORGAN CHASE BANK'S MOTION FOR SUMMARY JUDGMENT AND COUNTER-MOTION TO STAY LITIGATION OR IN THE ALTERNATIVE FOR STAY PENDING APPEAL

Mr. Soderstrom stated when motion was filed, it was based on interpretation of the law, now Supreme Court has gone the other way and request to withdraw motion at this time without prejudice. COURT SO ORDERED. Further, Mr. Soderstrom stated after Supreme Court issued their decision, Judge Navarro, from the Federal Court issued decision and held federally backed loans are basically statute is unconstitutional as it applies to those entities. Further, counsel looking into this to see if it is a federally backed loan. Additionally, counsel stated he believes Long v. Towne, from the Nevada Supreme Court is still good law so if there is fraud, oppression or unfairness those can also be a basis to set aside foreclosure sale. Also, client has also informed counsel they will be substituting in new counsel in the near future. Ms. Cline stated Judge Navarro is the only Court that found a federally backed insurer has an interest in an property that trumps local state law through the supremacy clause. In order for the bank to take advantage, they will need to amend complaint and allege with particularity. FURTHER ORDERED, counter-motion MOOT.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**August 11, 2015**

---

A-13-692202-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 SFR INVESTMENTS POOL 1 LLC'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 15, 2016**

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A-13-692202-C      JPMorgan Chase Bank National Association, Plaintiff(s)  
vs.  
SFR Investments Pool 1 LLC, Defendant(s)

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**March 15, 2016      9:00 AM      Motion for Leave**

**HEARD BY:** Crockett, Jim      **COURTROOM:** Phoenix Building Courtroom -  
11th Floor

**COURT CLERK:** Theresa Lee

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:** Demaree, Lindsay C      Attorney

**JOURNAL ENTRIES**

- The Court reviewed this matter and noted that the motion is unopposed and ORDERED, JP Morgan's motion to Amend Complaint is GRANTED. Order submitted and signed in open court.



**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**May 12, 2016**

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A-13-692202-C	JPMorgan Chase Bank National Association, Plaintiff(s)
	vs.
	SFR Investments Pool 1 LLC, Defendant(s)

---

**May 12, 2016**

**9:00 AM**

**Status Check: Trial  
Readiness**

**HEARD BY:** Crockett, Jim

**COURTROOM:** Phoenix Building Courtroom -  
11th Floor

**COURT CLERK:** Theresa Lee

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

Clayton, Zachary  
Demaree, Lindsay C

Attorney  
Attorney

**JOURNAL ENTRIES**

- Court noted that counsel have a motion set before the Discovery Commissioner on 5/23/16. Ms. Demaree concurred and stated that pursuant to Stipulation the parties agreed to a briefing schedule, and based upon the stipulation counsel will need to push out dispositive motion deadlines to depose Deft's 30(b)(6) witnesses, but will not disrupt the 9/6/16 Bench Trial date.

Court provided counsel with a copy of the DC 24 Trial Procedures handout. Both counsel agreed that these types of cases (Title to Property) have been taking four to five (4-5) days when you start bringing in Experts on HOA's. COURT ORDERED, trial date STANDS.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**June 13, 2016**

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A-13-692202-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 #24, post-sale, any attempts to lease, and/or sell the property; i.e., tenants is not relevant; Protected

Topic #20, communication between SFR and any tenant of the property from the time of the sale to present is not relevant; Protected;

Topic #22, 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 23, 2016**

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A-13-692202-C	JPMorgan Chase Bank National Association, Plaintiff(s) vs. SFR Investments Pool 1 LLC, Defendant(s)
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<b>August 23, 2016</b>	<b>9:00 AM</b>	<b>Motion for Summary Judgment</b>
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**HEARD BY:** Crockett, Jim

**COURTROOM:** Phoenix Building Courtroom -  
11th Floor

**COURT CLERK:** Phyllis Irby

**RECORDER:**

**REPORTER:** Bill Nelson

**PARTIES**

<b>PRESENT:</b>	Clayton, Zachary Priest, Holly A.	Attorney Attorney
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**JOURNAL ENTRIES**

- The Court noted that Justice Wallace's opinion in the Bourne case was exceptionally well reasoned and well thought out. The Court agrees with the way he analyzes this. This Court will use the same analysis in this case. COURT ORDERED, MOTION FOR SUMMARY JUDGMENT GRANTED. Rejecting the constitutional challenge the reasons articulated in the dissenting opinion of Justice Wallace in the Bourne v. Valley case. The Court noted given the magnitude of the constitutional issue to come from the 9th Circuit Court. This Court is willing to defer entry of this decision for 60 DAYS. Counsel is to collaborate on the Order. Colloquy regarding the FHA issues.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**August 29, 2016**

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A-13-692202-C	JPMorgan Chase Bank National Association, Plaintiff(s) vs. SFR Investments Pool 1 LLC, Defendant(s)
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**August 29, 2016**

**1:30 PM**

**Motion to Compel**

**JP Morgan Chase  
Bank NA's Motion to  
Compel**

**HEARD BY:** Beecroft, Chris A., Jr.

**COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Alan Castle

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Clayton, Zachary	Attorney
	Priest, Holly A.	Attorney

**JOURNAL ENTRIES**

- COMMISSIONER notes stay in place through October 28, 2016 and RECOMMENDED, JP Morgan Chase Bank NA's Motion to Compel is CONTINUED at the request of parties.

CONTINUED TO:

11/07/16 1:30 p.m.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**October 25, 2016**

---

A-13-692202-C      JPMorgan Chase Bank National Association, Plaintiff(s)  
vs.  
SFR Investments Pool 1 LLC, Defendant(s)

---

**October 25, 2016      9:00 AM      All Pending Motions**

**HEARD BY:** Crockett, Jim      **COURTROOM:** Phoenix Building Courtroom -  
11th Floor

**COURT CLERK:** Katrina Hernandez

**RECORDER:**

**REPORTER:** Robert Cangemi

**PARTIES**

**PRESENT:**      Gilbert, Jacqueline      Attorney  
                         Vigil, Abran E.      Attorney

**JOURNAL ENTRIES**

- STATUS CHECK: TRIAL READINESS...STATUS CHECK: 60 DAY STAY OF THE CASE

Sylvia Semper, Esq. also present.

Court noted it was awaiting an order which is now before the Court, but noted the language missing on line 7 and parties interlineated it to include deed of trust. Order signed in open Court. All pending hearing will be vacated upon filing.



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

**ABRAN E. VIGIL**  
**100 N. CITY PKWY., SUITE 1750**  
**LAS VEGAS, NV 89106**

**DATE: November 30, 2016**  
**CASE: A-13-692202-C**

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

NOTICE OF APPEAL FILED: November 22, 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

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**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'S MOTION FOR SUMMARY JUDGMENT; NOTICE OF ENTRY OF ORDER GRANTING SFR INVESTMENTS POOL 1, LLC'S 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-13-692202-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 30 day of November 2016.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk