

CLERK OF THE COURT

Electronically Filed  
Dec 08 2016 09:09 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

1 **NOTC**

2 Abran E. Vigil  
3 Nevada Bar No. 7548  
Lindsay Demaree  
4 Nevada Bar No. 11949  
Matthew D. Lamb  
5 Nevada Bar No. 12991  
BALLARD SPAHR LLP  
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8 lambm@ballardspahr.com

9 *Attorneys for Defendant/Counter-*  
10 *Claimant JPMorgan Chase Bank,*  
*National Association*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

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

15 Plaintiff,

16 v.

17 VENTA REALTY GROUP, a Nevada  
corporation, JP MORGAN CHASE BANK,  
18 N.A., a national association, successor by  
merge to CHASE HOME FINANCE LLC,  
19 a foreign limited liability corporation,  
NATIONAL DEFAULT SERVICING  
20 CORPORATION, an Arizona corporation,  
CALIFORNIA RECONVEYANCE  
21 COMPANY, a California corporation,  
REPUBLIC SILVER STATE DISPOSAL,  
22 INC., a Nevada Corporation, PARADISE  
COURT HOMEOWNERS ASSOCIATION,  
23 a Nevada non-profit corporation and  
DELANIE L. HARNED, an individual,  
24 DOES I through X, ROE  
CORPORATIONS I through X, inclusive,

25 Defendants.

26 JPMORGAN CHASE BANK, N.A., as  
27 successor by merger to Chase Home  
Finance LLC,

28 Counter-Claimant,

CASE NO. A-12-672963-C

DEPT. NO. XXVII

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

1 v.  
2 SFR INVESTMENTS POOL 1, LLC, a  
3 Nevada limited liability company,  
4 Counter-Defendant.

5 NOTICE OF APPEAL

6 Defendant/Counter-Claimant JPMorgan Chase Bank, National Association,  
7 as successor by merger to Chase Home Finance LLC, appeals to the Nevada  
8 Supreme Court from the *Findings of Fact, Conclusions of Law, and Order* entered  
9 October 26, 2016 and from all interlocutory judgments and orders made appealable  
10 thereby.

11 Dated: November 22, 2016.

12 BALLARD SPAHR LLP

13 By: /s/ Matthew D. Lamb

14 Abran E. Vigil  
15 Nevada Bar No. 7548  
16 Lindsay Demaree  
17 Nevada Bar No. 11949  
18 Matthew D. Lamb  
19 Nevada Bar No. 12991  
20 100 North City Parkway, Suite 1750  
21 Las Vegas, NV 89106

22 *Attorneys for Defendant/Counter-*  
23 *Claimant JPMorgan Chase Bank,*  
24 *National Association*  
25  
26  
27  
28

1 CERTIFICATE OF SERVICE

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

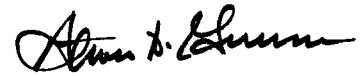
5 KIM GILBERT EBRON

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

10 *Attorneys for SFR Investments Pool 1, LLC*

11 /s/ Lindsay Demaree  
12 An employee of BALLARD SPAHR LLP

13 BALLARD SPAHR LLP  
14 100 NORTH CITY PARKWAY, SUITE 1750  
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CLERK OF THE COURT

1 ASTA  
Abran E. Vigil  
2 Nevada Bar No. 7548  
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9 *Attorneys for Defendant/Counter-*  
10 *Claimant JPMorgan Chase Bank,*  
*National Association*

11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

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

14 Plaintiff,

15 v.

16 VENTA REALTY GROUP, a Nevada  
17 corporation, JP MORGAN CHASE BANK,  
N.A., a national association, successor by  
18 merge to CHASE HOME FINANCE LLC,  
a foreign limited liability corporation,  
19 NATIONAL DEFAULT SERVICING  
CORPORATION, an Arizona corporation,  
20 CALIFORNIA RECONVEYANCE  
COMPANY, a California corporation,  
21 REPUBLIC SILVER STATE DISPOSAL,  
INC., a Nevada Corporation, PARADISE  
22 COURT HOMEOWNERS ASSOCIATION,  
a Nevada non-profit corporation and  
23 DELANIE L. HARNED, an individual,  
DOES I through X, ROE  
24 CORPORATIONS I through X, inclusive,

25 Defendants.

26 JPMORGAN CHASE BANK, N.A., as  
27 successor by merger to Chase Home  
Finance LLC,

28 Counter-Claimant,

CASE NO. A-12-672963-C

DEPT. NO. XXVII

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

1 v.  
2 SFR INVESTMENTS POOL 1, LLC, a  
3 Nevada limited liability company,  
4 Counter-Defendant.

5 **CASE APPEAL STATEMENT**

6 1. Name of appellant filing this case appeal statement:

7 Defendant/Counter-Claimant JPMorgan Chase Bank, National Association,  
8 as successor by merger to Chase Home Finance LLC ("Chase").

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

11 District Judge Nancy Allf.

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

14 Counsel for Appellant Chase:

15 Abran E. Vigil  
16 Lindsay Demaree  
17 Matthew D. Lamb  
18 BALLARD SPAHR LLP  
100 North City Parkway, Suite 1750  
Las Vegas, Nevada 89106

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

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

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

1           5.       Indicate whether any attorney identified above in response to question  
2 3 or 4 is not licensed to practice law in Nevada and, if so, whether the district court  
3 granted that attorney permission to appear under SCR 42 (attach a copy of any  
4 district court order granting such permission):

5           **Not applicable.**

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

8           **Appellant was represented by retained counsel in the district court.**

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

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

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

15           **Not applicable.**

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

18           **December 4, 2012.**

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

22           This is a quiet title action arising from an HOA foreclosure sale under NRS  
23 Chapter 116 (the "Sale"). The subject property is located at 1076 Slate  
24 Crossing Lane # 2, Henderson, Nevada 89002 (the "Property").  
25 Plaintiff/Counter-Defendant SFR was the highest bidder at the Sale.  
26 Defendant/Counter-Claimant Chase is the beneficiary of record and servicer  
of a deed of trust recorded against the Property. The loan secured by the  
deed of trust is insured by the Federal Housing Administration. SFR argues  
that the Sale extinguished the deed of trust, while Chase argues it did not.

27           SFR filed its complaint on December 4, 2012. The complaint includes claims  
28 for "Declaratory Relief/Quiet Title" and "Preliminary and Permanent  
Injunction." The complaint names a total of seven defendants: Venta Realty  
Group ("Venta"), Chase, California Reconveyance Company ("CRC"), National  
Default Servicing Corporation ("NDSC"), Paradise Court Homeowners

1 Association ("Paradise Court"), Republic Silver State Disposal, Inc.  
2 ("Republic"), and Delanie L. Harned. SFR later filed voluntary dismissals of  
3 NDSC, Paradise Court, Republic, and Harned. It dismissed CRC by  
4 stipulation. It also obtained a default against Venta.

5 Defendant Chase filed its original answer to SFR's complaint on January 25,  
6 2013. It filed an amended answer on October 19, 2015 that included a  
7 counterclaim against SFR for Unjust Enrichment.

8 During discovery, Chase noticed a deposition of SFR pursuant to N.R.C.P.  
9 30(b)(6). At the deposition, SFR's counsel instructed its Rule 30(b)(6)  
10 representative not to answer numerous questions relating to SFR's quiet title  
11 claim. Chase filed a motion to compel responses to the deposition questions  
12 on July 8, 2016. SFR filed an opposition and a counter-motion for a  
13 protective order on July 25, 2016. The discovery commissioner granted  
14 Chase's motion to compel in part and denied it in part.

15 However, Chase was not able to re-depose SFR's Rule 30(b)(6) representative  
16 before the district court entered summary judgment for SFR. Relatedly,  
17 Chase objected to the portion of the discovery commissioner's report which  
18 recommended denying Chase's motion to compel in part. However, the  
19 district court did not hear the objections before it entered summary judgment  
20 for SFR.

21 On August 11, 2016, SFR filed a motion for summary judgment against  
22 Chase. The district court held a hearing on September 15, 2016 where it  
23 indicated it would grant the motion. The court formally granted the motion  
24 in its Findings of Fact, Conclusions of Law, and Order filed on October 26,  
25 2016 and served on October 27, 2016.

26 Chase filed its own motion for summary judgment on September 13, 2016.  
27 Before briefing on Chase's motion was complete, the district court heard and  
28 granted SFR's motion for summary judgment.

Chase appeals from the October 26, 2016 Findings of Fact, Conclusions of  
Law, and Order and from all interlocutory judgments and orders made  
appealable thereby.

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

Not applicable.

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

Not applicable.

*[Continued on following page.]*

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 matters, Chase does not believe there is a**  
4 **possibility of settlement.**

5           Dated: November 22, 2016.

6                           BALLARD SPAHR LLP

7           By: /s/ Matthew D. Lamb

8                   Abran E. Vigil

9                   Nevada Bar No. 7548

10                  Lindsay Demaree

11                  Nevada Bar No. 11949

12                  Matthew D. Lamb

13                  Nevada Bar No. 12991

14                  100 North City Parkway, Suite 1750

15                  Las Vegas, NV 89106

16                           *Attorneys for Defendant/Counter-*  
17 *Claimant JPMorgan Chase Bank,*  
18 *National Association*



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

*Attorneys for SFR Investments Pool 1, LLC*

/s/ Lindsay Demaree  
An employee of BALLARD SPAHR LLP

DEPARTMENT 27  
**CASE SUMMARY**  
**CASE NO. A-12-672963-C**

**SFR Investments Pool 1 LLC, Plaintiff(s)**  
**vs.**  
**Venta Realty Group, Defendant(s)**

§  
§  
§  
§  
§

Location: **Department 27**  
Judicial Officer: **Allf, Nancy**  
Filed on: **12/04/2012**  
Cross-Reference Case Number: **A672963**

**CASE INFORMATION**

**Statistical Closures**

10/26/2016      Summary Judgment

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

Case Flags: **Appealed to Supreme Court**  
**Automatically Exempt from Arbitration**

**DATE**

**CASE ASSIGNMENT**

**Current Case Assignment**

Case Number      A-12-672963-C  
Court              Department 27  
Date Assigned     12/04/2012  
Judicial Officer   Allf, Nancy

**PARTY INFORMATION**

		<i>Lead Attorneys</i>
<b>Plaintiff</b>	<b>SFR Investments Pool 1 LLC</b>	<b>Kim, Howard C.</b> <i>Retained</i> 702-485-3300(W)
<b>Defendant</b>	<b>California Reconveyance Company</b> Removed: 07/15/2013 Dismissed	<b>Larsen, Kent F</b> <i>Retained</i> 702-252-5002(W)
	<b>Harned, Delanie L</b>	
	<b>JP Morgan Chase Bank</b>	<b>Larsen, Kent F</b> <i>Retained</i> 702-252-5002(W)
	<b>National Default Servicing Corporation</b>	
	<b>Paradise Court Homeowners Association</b> Removed: 02/05/2013 Dismissed	
	<b>Republic Silver State Disposal Inc</b> Removed: 07/18/2013 Dismissed	
	<b>Venta Realty Group</b>	
<b>Counter Claimant</b>	<b>JP Morgan Chase Bank</b>	<b>Larsen, Kent F</b> <i>Retained</i> 702-252-5002(W)
<b>Counter Defendant</b>	<b>SFR Investments Pool 1 LLC</b>	<b>Kim, Howard C.</b> <i>Retained</i> 702-485-3300(W)

**DATE**

**EVENTS & ORDERS OF THE COURT**

**INDEX**


12/04/2012



Complaint

DEPARTMENT 27  
**CASE SUMMARY**  
**CASE NO. A-12-672963-C**


Filed By: Counter Defendant SFR Investments Pool 1 LLC  
*Complaint for Quiet Title and Injunctive Relief*


12/04/2012  Initial Appearance Fee Disclosure  
Filed By: Counter Defendant SFR Investments Pool 1 LLC  
*Initial Appearance Fee Disclosure*


12/04/2012  Lis Pendens  
Filed By: Counter Defendant SFR Investments Pool 1 LLC  
*Notice of Lis Pendens*


12/04/2012 Case Opened


12/06/2012  Summons  
Filed by: Counter Defendant SFR Investments Pool 1 LLC  
*Summons*

12/06/2012  Summons  
Filed by: Counter Defendant SFR Investments Pool 1 LLC  
*Summons*


12/06/2012  Summons  
Filed by: Counter Defendant SFR Investments Pool 1 LLC  
*Summons*


12/06/2012  Summons  
Filed by: Counter Defendant SFR Investments Pool 1 LLC  
*Summons*


12/06/2012  Summons  
Filed by: Counter Defendant SFR Investments Pool 1 LLC  
*Summons*

12/06/2012  Summons  
Filed by: Counter Defendant SFR Investments Pool 1 LLC  
*Summons*













12/06/2012  Summons  
Filed by: Counter Defendant SFR Investments Pool 1 LLC  
*Summons*

12/06/2012  Notice  
Filed By: Counter Defendant SFR Investments Pool 1 LLC  
*Notice of Posting and of Acceptance of Bond*













12/06/2012  Temporary Restraining Order  
Filed by: Counter Defendant SFR Investments Pool 1 LLC  
*EX PARTE TEMPORARY RESTRAINING ORDER: ORDER ENJOINING FORECLOSURE  
AND ORDER SETTING HEARING ON MOTION FOR PRELIMINARY INJUNCTION*

12/06/2012  Ex Parte Application  
Party: Counter Defendant SFR Investments Pool 1 LLC  
*Ex Parte Application for Temporary Restraining Order and Motion for Preliminary Injunction*

DEPARTMENT 27  
**CASE SUMMARY**  
**CASE NO. A-12-672963-C**

12/18/2012	 Notice of Entry of Order Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Entry of Order</i>
12/18/2012	 Stipulation and Order Filed by: Defendant Venta Realty Group <i>Stipulation and Order to Withdraw Motion for Preliminary Injunction and to Stay Foreclosure</i>
12/20/2012	 Affidavit of Service Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Affidavit of Service- Republic Silver State Disposal Inc</i>
12/20/2012	 Affidavit of Service Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Affidavit of Service- California Reconveyance Company</i>
12/20/2012	 Affidavit of Service Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Affidavit of Service -JP Morgan Chase Bank</i>
12/20/2012	 Affidavit of Service Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Affidavit of Service- National Default Servicing Corp of Arizona Corporation</i>
12/21/2012	<b>CANCELED Motion for Temporary Restraining Order</b> (9:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Stipulation and Order</i>
01/25/2013	 Answer Filed By: Counter Claimant JP Morgan Chase Bank <i>Answer of JPMorgan Chase Bank, N.A., as Successor by Merger to Chase Home Finance LLC, and California Reconveyance Company</i>
01/25/2013	 Initial Appearance Fee Disclosure Filed By: Counter Claimant JP Morgan Chase Bank <i>Initial Appearance Fee Disclosure</i>
01/31/2013	 Affidavit of Service Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Affidavit of Service on Paradise Court Homeowners Association</i>
01/31/2013	 Affidavit of Service Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Affidavit of Service on Venta Realty Group</i>
02/05/2013	 Notice of Voluntary Dismissal Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Voluntary Dismissal of Paradise Court Homeowners Asociation</i>
02/05/2013	<b>Dismissal Pursuant to NRCP 41</b> (Judicial Officer: Allf, Nancy) Debtors: Paradise Court Homeowners Association (Defendant) Creditors: SFR Investments Pool 1 LLC (Plaintiff) Judgment: 02/05/2013, Docketed: 02/13/2013
02/27/2013	 Affidavit of Due Diligence







DEPARTMENT 27  
**CASE SUMMARY**  
**CASE NO. A-12-672963-C**

	Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Affidavit of Due Diligence</i>
03/21/2013	 Joint Case Conference Report Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Joint Case Conference Report</i>
04/08/2013	 Scheduling Order <i>Scheduling Order</i>
04/18/2013	 Amended Case Conference Report Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Amended Joint Case Conference Report</i>
04/26/2013	 Order Setting Civil Non-Jury Trial <i>Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call</i>
05/01/2013	 Motion for Summary Judgment Filed By: Counter Claimant JP Morgan Chase Bank <i>(Withdrawn 07/15/2013) Motion for Judgment on the Pleadings, or in the Alternative, Motion for Summary Judgment and Motion to Expunge Lis Pendens</i>
05/03/2013	 Certificate of Mailing Filed By: Counter Claimant JP Morgan Chase Bank <i>Certificate of Mailing of Motion for Judgment on the Pleadings, or in the Alternative, Motion for Summary Judgment and Motion to Expunge Lis Pendens</i>
05/15/2013	 Ex Parte Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Ex Parte Motion to Serve Delanie L. Harned by Publication</i>
05/23/2013	 Order for Service by Publication Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Order Granting Motion to Serve by Publication</i>
05/28/2013	 Notice of Entry of Order Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Entry of Order Granting Motion to Serve by Publication</i>
05/31/2013	 Affidavit of Publication Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Affidavit of Publication</i>
06/04/2013	 Stipulation and Order Filed by: Counter Defendant SFR Investments Pool 1 LLC <i>Stipulation and Order to Continue Hearing on Motion for Judgment on the Pleadings</i>
06/04/2013	 Notice of Entry of Stipulation and Order Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Entry of Stipulation and Order to Continue Hearing on Motion for Judgment on the Pleadings</i>
06/17/2013	 Opposition Filed By: Counter Defendant SFR Investments Pool 1 LLC











# CASE SUMMARY

## CASE NO. A-12-672963-C















*Opposition to Motion for Judgment on the Pleadings or in the Alternative Motion for Summary Judgment and Opposition to Motion to Expunge Lis Pendens*

06/21/2013	 Certificate of Service Filed by: Counter Defendant SFR Investments Pool 1 LLC <i>Certificate of Service</i>
06/26/2013	 Stipulation and Order Filed by: Counter Defendant SFR Investments Pool 1 LLC <i>Stipulation and Order to Continue Hearing on Motion Judgment on the Pleadings</i>
06/27/2013	 Notice of Entry of Stipulation and Order Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Entry of Stipulation and Order to Continue Hearing on Motion for Judgment on the Pleadings</i>
07/15/2013	 Stipulation and Order Filed by: Counter Claimant JP Morgan Chase Bank <i>Stipulation and Order to Dismiss California Reconveyance Company, Withdraw Motion for Judgment on the Pleadings and to Stay Litigation</i>
07/15/2013	<b>Order of Dismissal Without Prejudice</b> (Judicial Officer: Allf, Nancy) Debtors: SFR Investments Pool 1 LLC (Plaintiff) Creditors: California Reconveyance Company (Defendant) Judgment: 07/15/2013, Docketed: 07/23/2013
07/17/2013	<b>CANCELED Motion for Summary Judgment</b> (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Stipulation and Order</i> <i>Motion for Judgment on the Pleadings, or in the Alternative, Motion for Summary Judgment and Motion to Expunge Lis Pendens</i>
07/17/2013	 Notice of Entry of Order Filed By: Defendant California Reconveyance Company <i>Notice of Entry of Order</i>
07/18/2013	 Notice of Voluntary Dismissal Without Prejudice Filed by: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Voluntary Dismissal of Republic Silver State Disposal, Inc.</i>
07/18/2013	<b>Dismissal Pursuant to NRCP 41</b> (Judicial Officer: Allf, Nancy) Debtors: Republic Silver State Disposal Inc (Defendant) Creditors: SFR Investments Pool 1 LLC (Plaintiff) Judgment: 07/18/2013, Docketed: 07/25/2013
09/19/2013	 Notice of Change of Address Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Change of Address and Notice of change of Attorney</i>
01/16/2014	 Motion to Stay Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Motion to Stay Litigation</i>
01/28/2014	 Notice of Withdrawal of Motion Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice to Withdraw Motion to Stay Litigation</i>

DEPARTMENT 27  
**CASE SUMMARY**  
**CASE NO. A-12-672963-C**

02/05/2014	 Default Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Application for Entry of Default Against Venta Realty Group</i>
02/06/2014	 Notice of Voluntary Dismissal Without Prejudice Filed by: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Voluntary Dismissal of Defendants National Default Servicing Corporation and Delanie L. Harned without Prejudice</i>
02/06/2014	<b>Dismissal Pursuant to NRCP 41</b> (Judicial Officer: Allf, Nancy) Debtors: Delanie L Harned (Defendant) Creditors: SFR Investments Pool 1 LLC (Plaintiff) Judgment: 02/06/2014, Docketed: 02/13/2014
02/19/2014	<b>CANCELED Motion to Stay</b> (9:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i> <i>Motion to Stay Litigation</i>
05/15/2014	<b>CANCELED Pretrial/Calendar Call</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i>
05/19/2014	<b>CANCELED Bench Trial</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i>
12/03/2014	 Substitution of Attorney Filed by: Counter Claimant JP Morgan Chase Bank <i>Substitution of Attorney</i>
04/17/2015	 Stipulation and Order Filed by: Counter Defendant SFR Investments Pool 1 LLC <i>Stipulation and Order Lifting Stay</i>
04/17/2015	 Notice of Entry of Stipulation and Order Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Entry of Stipulation and Order Lifting Stay</i>
04/21/2015	 Stipulation and Order Filed by: Counter Defendant SFR Investments Pool 1 LLC <i>Stipulation and Order to Extend Discovery Deadlines and Re-Set Trial Date</i>
04/21/2015	 Notice of Entry of Stipulation and Order Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Entry of Stipulation and Order to Extend Discovery Deadlines and Re-Set Trial Date</i>
05/07/2015	 Order Setting Civil Bench Trial <i>Order Re-Setting Civil Bench Trial, Pre-Trial/Calendar Call</i>
05/14/2015	 Default Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Default Against Venta Realty Group</i>
07/28/2015	 Motion Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Motion for Pre-Trial Coordination on Order Shortening Time</i>

DEPARTMENT 27  
**CASE SUMMARY**  
**CASE NO. A-12-672963-C**

08/07/2015	 Response Filed by: Counter Claimant JP Morgan Chase Bank <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>Plaintiff's Motion for Pre-Trial Coordination on Order Shortening Time</i>
08/25/2015	 Document Filed Filed by: Counter Defendant SFR Investments Pool 1 LLC <i>Proposed Case Management Order</i>
09/30/2015	 Affidavit of Service Filed By: Defendant Venta Realty Group <i>Affidavit of Service of Subpoena Duces Tecum to Clark County Assessor</i>
10/01/2015	 Opposition Filed By: Counter Claimant JP Morgan Chase Bank <i>Opposition and Notice of Opposition to SFR Investment Pool 1, LLC's Motion for Pre-Trial Coordination on Order Shortening Time</i>
10/15/2015	 Stipulation and Order Filed by: Counter Claimant JP Morgan Chase Bank <i>Stipulation and Order Granting JPMorgan Bank, NA Leave to Amend its Answer to Plaintiff's Complaint</i>
10/19/2015	 Amended Answer Filed By: Counter Claimant JP Morgan Chase Bank <i>Amended Answer and Counterclaim</i>
11/06/2015	 Answer to Counterclaim Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Answer to Counterclaim</i>
12/23/2015	 Notice of Change of Address Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Change of Address and Notice of Change of Firm Name</i>
02/09/2016	 Stipulation to Extend Discovery Party: Counter Defendant SFR Investments Pool 1 LLC <i>Stipulation and Order to Extend Discovery Deadline Dates (Second Request)</i>
02/11/2016	 Notice of Entry of Stipulation and Order Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Entry of Stipulation and Order to Extend Discovery Deadline Dates</i>
03/22/2016	 Stipulation and Order Filed by: Counter Defendant SFR Investments Pool 1 LLC <i>Stipulation and Order to Extend Discovery Deadline Dates</i>
03/23/2016	 Notice of Entry of Stipulation and Order Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Entry of Stipulation and Order to Extend Discovery Deadline Dates</i>
03/24/2016	 Order Setting Civil Bench Trial



# CASE SUMMARY












## CASE NO. A-12-672963-C

*Order Re-Setting Civil Bench Trial, Pre-Trial/Calendar Call*

04/07/2016	<b>CANCELED Pretrial/Calendar Call</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Stipulation and Order</i>
04/11/2016	<b>CANCELED Bench Trial</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - per Stipulation and Order</i>
06/21/2016	 <b>Motion to Extend Discovery</b> Filed By: Counter Claimant JP Morgan Chase Bank <i>Motion to Extend Dispositive Motion Deadline and Continue Trial (Second Request to Continue Trial)</i>
06/24/2016	 <b>Ex Parte Motion</b> Filed By: Counter Claimant JP Morgan Chase Bank <i>JPMorgan Chase Bank, N.A.'s Ex Parte Application for an Order to Shorten Time on Its Motion to Extend Dispositive Motion Deadline and Continue Trial</i>
06/28/2016	 <b>Stipulation and Order</b> Filed by: Counter Claimant JP Morgan Chase Bank <i>Stipulation and Order to Extend Dispositive Motion Deadline (Third Request)</i>
07/01/2016	 <b>Notice of Entry of Order</b> Filed By: Counter Claimant JP Morgan Chase Bank <i>Notice of Entry of Order</i>
07/01/2016	 <b>Receipt of Copy</b> Filed by: Counter Claimant JP Morgan Chase Bank <i>Receipt of Copy</i>
07/01/2016	 <b>Order Shortening Time</b> Filed By: Counter Claimant JP Morgan Chase Bank <i>Order on JPMorgan Chase Bank's Ex Parte Application for an Order to Shorten Time on its Motion to Extend Dispositive Motion Deadline and Continue Trial</i>
07/08/2016	 <b>Motion to Compel</b> Filed By: Counter Claimant JP Morgan Chase Bank <i>JPMorgan Chase Bank, N.A.'s Motion to Compel SFR's Rule 30(b)(6) Deposition Testimony</i>
07/08/2016	 <b>Motion to Exclude</b> Filed By: Counter Claimant JP Morgan Chase Bank <i>JPMorgan Chase Bank, N.A.'s Motion to Exclude Testimony of Michael Brunson</i>
07/08/2016	 <b>Appendix</b> Filed By: Counter Claimant JP Morgan Chase Bank <i>Appendix of Exhibits to JPMorgan Chase Bank, N.A.'s Motion to Exclude Testimony of Michael Brunson</i>
07/08/2016	 <b>Opposition to Motion</b> Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Opposition to Motion to Extend Dispositive Motion Deadline and Trial</i>
07/12/2016	 <b>Reply to Opposition</b> Filed by: Counter Claimant JP Morgan Chase Bank <i>JPMorgan Chase Bank NA's reply to SFR Investments Pool 1, LLC's Opposition to Motion to</i>












DEPARTMENT 27  
**CASE SUMMARY**  
**CASE NO. A-12-672963-C**

*Extend Dispositive Motion Deadline and Continue Trial*

07/14/2016	 <b>Motion</b> (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Motion to Extend Dispositive Motion Deadline and Continue Trial (Second Request to Continue Trial)</i>
07/14/2016	<b>CANCELED Motion to Continue Trial</b> (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated - Duplicate Entry</i> <i>motion to extend discovery and continue trial</i>
07/25/2016	 <b>Opposition to Motion in Limine</b> Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Opposition to Motion to Exclude Testimony of Michael Brunson</i>
07/25/2016	 <b>Opposition and Countermotion</b> Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Opposition to JPMorgan Chase Bank's Motion to Compel SFR's Rule 30(b)(6) Testimony and SFR's Countermotion for Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC</i>
08/02/2016	 <b>Notice</b> Filed By: Counter Claimant JP Morgan Chase Bank <i>Notice of Constitutional Challenge</i>
08/03/2016	 <b>Reply</b> Filed by: Counter Claimant JP Morgan Chase Bank <i>JPMorgan Chase Bank's Reply in Support of Motion to Exclude Testimony of Michael Brunson</i>
08/03/2016	 <b>Reply</b> Filed by: Counter Claimant JP Morgan Chase Bank <i>Reply In Support Of Chase's Motion To Compel and Opposition To SFR's Countermotion For Protective Order Relating To Rule 30(B)(6) Deposition of SFR Investments Pool 1, LLC</i>
08/10/2016	 <b>Recorders Transcript of Hearing</b> <i>Recorder's Transcript of Proceedings: Motion to Extend Dispositive Motion Deadline and Continue Trial (Second Request to Continue Trial) - July 14, 2016</i>
08/10/2016	<b>Motion to Compel</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>JPMorgan Chase Bank, N.A.'s Motion to Compel SFR's Rule 30(b)(6) Deposition Testimony</i>
08/10/2016	 <b>Motion to Exclude</b> (9:00 AM) (Judicial Officer: Allf, Nancy) <i>JPMorgan Chase Bank, N.A.'s Motion to Exclude Testimony of Michael Brunson</i>
08/10/2016	<b>Opposition and Countermotion</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Opposition to JPMorgan Chase Bank's Motion to Compel SFR's Rule 30(b)(6) Testimony and SFR's Countermotion for Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC</i>
08/10/2016	 <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Bulla, Bonnie)
08/11/2016	 <b>Motion for Summary Judgment</b> Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1 LLC's Motion for Summary Judgment</i>
08/15/2016	 <b>Notice of Entry of Order</b> Filed By: Counter Claimant JP Morgan Chase Bank










DEPARTMENT 27  
**CASE SUMMARY**  
**CASE NO. A-12-672963-C**

*Notice of Entry of Order*

08/15/2016	 Order Granting Motion Filed By: Counter Claimant JP Morgan Chase Bank <i>Order Granting Motion to Extend Dispositive Motion Deadline and to Continue Trial</i>
08/17/2016	 Recorders Transcript of Hearing <i>Transcript of Proceedings: JP Morgan Chase Bank N.A.'s Motion to Exclude Testimony of Michael Brunson - August 10, 2016</i>
08/18/2016	 Recorders Transcript of Hearing <i>Transcript Re: JP Morgan Chase Bank, N.A.'s Motion to Compel SFR's Rule 30(b)(6) Deposition Testimony; Opposition to JP Morgan Chase Bank's Motion to Compel SFR's Rule 30(b)(6) Testimony and SFR's Countermotion for Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC August 10, 2016</i>
08/18/2016	<b>CANCELED Pretrial/Calendar Call</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i>
08/22/2016	<b>CANCELED Bench Trial</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i>
08/29/2016	 Opposition to Motion For Summary Judgment Filed By: Counter Claimant JP Morgan Chase Bank <i>JPMorgan Chase Bank's Opposition to SFR Investments Pool 1, LLC's Motion for Summary Judgment</i>
08/29/2016	 Appendix Filed By: Counter Claimant JP Morgan Chase Bank <i>Appendix of Exhibits to Opposition to SFR Investments Pool 1, LLC's Motion for Summary Judgment</i>
09/08/2016	 Reply in Support Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Reply In Support Of Its Motion For Summary Judgment</i>
09/12/2016	 Objection to Discovery Commissioners Report and Recommend Filed By: Counter Claimant JP Morgan Chase Bank <i>JPMorgan Chase Bank, N.A.'s Objection to Discovery Commissioner's Report and Recommendation</i>
09/13/2016	 Appendix Filed By: Counter Claimant JP Morgan Chase Bank <i>Appendix of Exhibits to JPMorgan Chase Bank, N.A.'s Motion for Summary Judgment</i>
09/13/2016	 Motion for Summary Judgment Filed By: Counter Claimant JP Morgan Chase Bank <i>Defendant and counterclaimant JPMorgan Chase Bank, N.A.'s Motion for Summary Judgment</i>
09/14/2016	 Order Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Order Denying Motion to Exclude Testimony of Michael Brunson</i>
09/15/2016	 Ex Parte Motion Filed By: Counter Claimant JP Morgan Chase Bank <i>Ex parte Motion for an Order Shortening Time for the Hearing on its Objections to Discovery</i>

DEPARTMENT 27  
**CASE SUMMARY**  
**CASE NO. A-12-672963-C**








*Commissioner's Report and Recommendations*

09/15/2016	 Order Shortening Time Filed By: Counter Claimant JP Morgan Chase Bank <i>Order Shortening Time</i>
09/15/2016	 Notice of Entry of Order Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Entry of Order Denying Motion to Exclude Testimony of Michael Brunson</i>
09/15/2016	 Errata Filed By: Counter Claimant JP Morgan Chase Bank <i>Errata to Appendix of Exhibits to Defendant's Opposition to Motion for Summary Judgment</i>
09/15/2016	 <b>Motion for Summary Judgment</b> (10:30 AM) (Judicial Officer: Allf, Nancy) <i>SFR Investments Pool 1 LLC's Motion for Summary Judgment</i>
09/16/2016	<b>CANCELED Status Check: Compliance</b> (11:00 AM) (Judicial Officer: Bulla, Bonnie) <i>Vacated - per Commissioner</i>
09/16/2016	 Discovery Commissioners Report and Recommendations Filed By: Counter Claimant JP Morgan Chase Bank <i>Discovery Commissioners Report and Recommendations</i>
09/16/2016	 Notice of Entry of Order Filed By: Counter Claimant JP Morgan Chase Bank <i>Notice of Entry of Order Shortening Time</i>
09/19/2016	 Receipt of Copy Filed by: Counter Claimant JP Morgan Chase Bank <i>Receipt of Copy - Defendant's Ex Parte Application on an Order to Shorten the Time for the Hearing on its Objections to Discovery Commissioner's Report and Recommendation and Order Shortening Time</i>
09/29/2016	<b>CANCELED Objection to Discovery Commissioner's Report</b> (9:30 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i> <i>Objection to Discovery Commissioner's Report and Recommendation on Order Shortening Time</i>
10/10/2016	 Recorders Transcript of Hearing <i>Transcript of Proceedings: SFR Investment Pool 1, LLC's Motion for Summary Judgment - September 15, 2016</i>
10/19/2016	<b>CANCELED Motion for Summary Judgment</b> (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i> <i>Defendant and counterclaimant JPMorgan Chase Bank, N.A.'s Motion for Summary Judgment</i>
10/24/2016	<b>CANCELED Bench Trial - FIRM</b> (10:00 AM) (Judicial Officer: Allf, Nancy) <i>Vacated</i>
10/26/2016	 Findings of Fact, Conclusions of Law and Order Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Findings of Fact, Conclusions of Law, and Order</i>
10/26/2016	<b>Summary Judgment</b> (Judicial Officer: Allf, Nancy)

# CASE SUMMARY

## CASE NO. A-12-672963-C

Debtors: JP Morgan Chase Bank (Defendant)  
 Creditors: SFR Investments Pool 1 LLC (Plaintiff)  
 Judgment: 10/26/2016, Docketed: 11/03/2016

10/27/2016	 Notice of Entry of Order Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Notice of Entry of Findings of Fact, Conclusions of Law, and Order</i>
11/03/2016	 Memorandum of Costs and Disbursements Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Memorandum Of Costs And Disbursements</i>
11/14/2016	 Motion to Retax Filed By: Counter Claimant JP Morgan Chase Bank <i>JPMorgan Chase Bank, N.A.'s Motion to Retax SFR's Claimed Costs</i>
11/15/2016	 Opposition to Motion Filed By: Counter Defendant SFR Investments Pool 1 LLC <i>Opposition To JP Morgan Chase Bank, N.A.'S, Motion To Retax Costs</i>
11/17/2016	 <b>Motion to Retax</b> (9:30 AM) (Judicial Officer: Allf, Nancy) <i>JPMorgan Chase Bank, N.A.'s Motion to Retax SFR's Claimed Costs</i>
11/22/2016	 Notice of Appeal Filed By: Counter Claimant JP Morgan Chase Bank <i>Notice of Appeal</i>
11/22/2016	 Case Appeal Statement Filed By: Counter Claimant JP Morgan Chase Bank <i>Case Appeal Statement</i>

**DATE****FINANCIAL INFORMATION**

<b>Defendant</b> California Reconveyance Company	
Total Charges	33.50
Total Payments and Credits	33.50
<b>Balance Due as of 12/1/2016</b>	<b>0.00</b>
 <b>Counter Claimant</b> JP Morgan Chase Bank	
Total Charges	668.00
Total Payments and Credits	668.00
<b>Balance Due as of 12/1/2016</b>	<b>0.00</b>
 <b>Defendant</b> Venta Realty Group	
Total Charges	3.50
Total Payments and Credits	3.50
<b>Balance Due as of 12/1/2016</b>	<b>0.00</b>
 <b>Counter Defendant</b> SFR Investments Pool 1 LLC	
Total Charges	473.50
Total Payments and Credits	473.50
<b>Balance Due as of 12/1/2016</b>	<b>0.00</b>
 <b>Counter Defendant</b> SFR Investments Pool 1,LLC	
Temporary Restraining Order Balance as of 12/1/2016	<b>0.00</b>

A- 12- 672963- C

Case No. \_\_\_\_\_  
(Assigned by Clerk's Office)

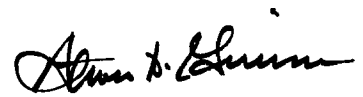
XXVI | I

## Attorney (name/address/phone):

☐ **Arbitration Requested**

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Signature of initiating party or representative



CLERK OF THE COURT

**FFCO**

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**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Plaintiff,

vs.

VENTA REALTY GROUP, a Nevada  
corporation, JPMORGAN CHASE BANK,  
N.A., a national association, successor by  
merger to CHASE HOME FINANCE LLC, a  
foreign limited liability corporation, ET AL.,

Defendants.

JPMORGAN CHASE BANK, N.A., as  
successor by merger to Chase Home Finance  
LLC,

Counterclaimant,

vs.

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

Counter-defendant.

Case No. A-12-672963-C

Dept. No. XXVII

**FINDINGS OF FACT, CONCLUSIONS OF  
LAW, AND ORDER**

This matter came before the Court for hearing on September 15, 2016 at 9:30 a.m. on

SFR Investments Pool 1, LLC's ("SFR") motion for summary judgment on SFR's claims against

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

1 JPMorgan Chase Bank, N.A., successor by merger to Chase Home Finance LLC ("Chase" or the  
2 "Bank") and on Chase's counterclaims against SFR. Jacqueline A. Gilbert of the law firm of  
3 Kim Gilbert Ebron appeared on behalf of SFR. Lindsay C. Demaree of the law firm of Ballard  
4 Spahr, LLP appeared on behalf of Chase.

5 The Court, having considered the briefing on the motions, the pleadings and papers on  
6 file herein, and argument of counsel, hereby finds and concludes as follows:<sup>1</sup>

7 **FINDINGS OF UNDISPUTED FACT**

8 **The Property and Corresponding Foreclosure Sale**

9 1. Delaine L. Harned ("Harned") obtained title to real property commonly known as  
10 1076 Slate Crossing #2, Henderson, Nevada 89002; Parcel No. 179-34-713-236 (the  
11 "Property") by way of a Grant, Bargain, Sale Deed ("GBS Deed") from U.S. Bank National  
12 Association, as Trustee, on behalf of the holders of the Home Equity asset Trust 2006-3 Home  
13 Equity Pass Through Certificates, Series 2006-3 by Select Portfolio Servicing, its Attorney in  
14 Fact. The GBS Deed was recorded in the Official Records of the Clark County Recorder on May  
15 14, 2008 as Instrument No. 20080514-0005040.

16 2. Harned appears to have taken out a loan against the Property, executing a  
17 promissory note, and the Deed of Trust ("First DOT") that secured the note in favor of was  
18 recorded in the Official Records of the Clark County Recorder on May 14, 2008 as Instrument  
19 No. 20080514-0005041. The First DOT named Mortgage Electronic Registration Systems  
20 ("MERS") as the beneficiary on behalf of Venta Realty Group, dba Venta Home Loans, a  
21 Nevada Corporation ("Venta"), the lender. The First DOT also included a Planned Unit  
22 Development Rider that allowed the Lender to pay the Borrower's Association Assessment and  
23 add that amount to the Borrower's debt to Lender.

24 3. The Property is located within the common interest community of Paradise Court  
25 ("Association") as referenced in the First DOT. The Association recorded its Declaration of  
26 Covenants, Conditions and Restrictions ("CC&Rs") in the Official Records of the Clark County  
27

28 <sup>1</sup> Any finding of fact that is more properly deemed a conclusion of law shall be so deemed.



1 Recorder on May 18, 2004 as Instrument No. 20040518-0001999. The CC&Rs include, *inter*  
2 *alia*, the requirement that homeowners or members of the Association pay periodic assessments  
3 to benefit the common-interest community. The CC&Rs also incorporate the provisions of NRS  
4 116.3116 et seq. for non-payment of assessments. The First DOT also included a Planned Unit  
5 Development Rider that allowed the Lender to pay the Borrower's Association Assessment and  
6 add that amount to the Borrower's debt to Lender.

7 4. On February 5, 2010, Nevada Association Services ("NAS") on behalf of the  
8 Association, recorded a Notice of Delinquent Assessment Lien against the Property. That notice  
9 was recorded in the Official Records of the Clark County Recorder as Instrument No. 20100205-  
10 0001923 (the operative NODA). The Operative NODA was mailed to Harned.

11 5. MERS executed an Assignment of Deed of Trust ("Assignment") transferring all  
12 beneficial interest in the First DOT and the underlying note to Chase. The Assignment was  
13 recorded in the Official Records of the Clark County Recorder on December 6, 2010, as  
14 Instrument No. 201012060000315.

15 6. The same day Chase recorded a Substitution of Trustee, naming California  
16 Reconveyance Company ("CRC"), as Instrument No. 201012060000316. Immediately  
17 thereafter, CRC recorded a Notice of Default and Election to Sell Under Deed of Trust ("Bank  
18 NOD"), as Instrument No. 201012060000317.

19 7. CRC recorded a Foreclosure Mediation Certificate on April 12, 2011, as  
20 Instrument No. 201104120001990, stating that Chase could proceed with the foreclosure  
21 process.

22 8. CRC recorded a Notice of Trustee's sale on June 1, 2011, as Instrument No.  
23 201106010003269, giving a sale date of June 21, 2011. The sale apparently did not take place  
24 that day, and on September 29, 2011, CRC recorded another Notice of Trustee's Sale as  
25 Instrument No. 201109290003457, giving a sale date of October 20, 2011. The sale apparently  
26 did not take place that day.

27 9. On March 7, 2012, NAS recorded on behalf of the Association, a Notice of  
28 Default and Election to Sell Under Homeowners Association Lien ("Association NOD"), as

Instrument No. 201203070000441. The Association NOD was mailed to Harned, Venta, Chase, CRC, and MERS. The Bank does not dispute receiving the Association NOD.

10. Chase did not attempt to pay the Association after receiving the Association NOD.

11. On May 25, 2012, Chase sent a letter to Harned advising her that she should correct the situation or Chase may initiate appropriate actions to bring the account current per the terms of the mortgage.

12. On August 30, 2012, more than ninety days after recording of the Association NOD, NAS recorded a Notice of Trustee's Sale ("Association NOS"), as Instrument No. 20120830-0003067, giving September 21, 2012 as the sale date. This Association NOS was mailed to Harned, Venta, Chase, CRC and MERS. Chase received the Association NOS and does not dispute this. The NOS included the following language in larger font than the remainder of the notice: "WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE." The NOS included the contact information for NAS, as agent for the Association. The NOS stated that the sale would take place on November 30, 2012 at 10:00 a.m. and provided the location of the sale. The NOS also stated in all capital letters: "UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE." Chase appears to have taken no action after receipt of the Association NOS.

13. The Association NOS was properly posted and published pursuant to NRS 116.311635.

14. The Association auction took place on September 21, 2012 ("Association Foreclosure Sale"). At that sale, SFR placed a winning bid of \$6,100.00. There were multiple bidders in attendance at the sale. No one acting on behalf of the Bank attended the Association Foreclosure Sale.

15. The Foreclosure Deed vesting title in SFR was recorded in the Official Records of

1 the Clark County Recorder on September 25, 2012 as Instrument No. 20120925-0001230  
2 ("Foreclosure Deed"). The Foreclosure Deed included the following recitals:

3  
4 This conveyance is made pursuant to the powers conferred upon agent by Nevada  
5 Revised Statutes, the Paradise Court governing documents (CC&R's) and that  
6 certain Notice of Delinquent Assessment Lien, described herein [recorded  
7 February 5, 2010]. Default occurred as set forth in a Notice of Default and  
8 Election to Sell, recorded on 3/7/2012 as instrument # 0000441 Book 10120307  
9 which was recorded in the office of the recorder of said county. Nevada  
10 Association Services, Inc. has complied with all requirements of law including,  
11 but not limited to, the elapsing of 90 days, mailing of copies of Notice of  
12 Delinquent Assessment and Notice of Default and the posting and publication of  
13 the Notice of Sale. Said property was sold by said agent, on behalf of Paradise  
14 Court at public auction on 9/21/2012, at the place indicated on the Notice of Sale.

15 16. The Bank did not make any payments to the Association or its agent, NAS, prior  
16 to the Association Foreclosure Sale nor did the Bank challenge the Association Foreclosure Sale  
17 in any administrative or civil proceeding prior to filing its complaint in this case.

18 Chase Attempts to Foreclose Yet Again

19 17. On October 11, 2012, Chase substituted National Default Servicing Corporation  
20 ("NDSC") in place of CRC via Instrument No. 20121011-0001602. NDSC immediately filed a  
21 Notice of Trustee's Sale Under Deed of Trust as Instrument No. 20121011-0001603.

22 The Lawsuit and Arguments of the Parties

23 18. On December 4, 2012, SFR filed its complaint for quiet title and declaratory relief  
24 against Chase, Harned, Venta, Republic Silver State Disposal, Inc., and the Association, alleging  
25 that the Association Foreclosure Sale extinguished the defendants' interest in the Property. SFR  
26 also sought injunctive relief against Venta, Chase, CRC and NDSC to prevent them from taking  
27 any action to foreclose on, sell, convey, or otherwise enforce any interest against the Property.

28 19. Chase answered SFR's complaint on January 25, 2013. SFR voluntarily dismissed  
the Association, CRC, Republic Silver State Disposal, and NDSC by notice or stipulations  
entered on February 5, 2013, July 15, 2013, July 18, 2013, and February 6, 2014 respectively.

20. Default was entered against Venta on May 14, 2015.

21. On September 18, 2014, the Nevada Supreme Court issued its decision in *SFR  
Investments Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev. \_\_\_\_, 334 P.3d 408 (2014) ("SFR

1 *Decision*”), holding that a properly conducted association foreclosure sale will extinguish a first  
2 deed of trust.

3 22. On October 19, 2015, Chase filed an amended answer and counterclaim, asserting  
4 a claim for unjust enrichment against SFR.

5 23. SFR filed its answer to the counterclaim on November 6, 2015.

6 24. SFR filed its motion for summary judgment on August 11, 2016, seeking  
7 judgment on all claims against Chase.

8 25. Chase filed its motion for summary judgment on September 13, 2016.

9 26. In SFR’s motion for summary judgment

10 27. In its motion for summary judgment, SFR argued, *inter alia*, that (1) the Association  
11 Foreclosure Sale extinguished the First DOT and Chase’s interest in the Property, and that the  
12 conclusive proof in the Association Foreclosure Deed and presumptions under NRS 47.250 shift  
13 the burden to Chase to show that the Association Foreclosure Sale was somehow improper; (2)  
14 Chase, as a lienholder, is not entitled to an equitable remedy; (3) the Association Foreclosure  
15 Sale vested title in SFR without equity or right of redemption; (4) the Association Foreclosure  
16 Sale was commercially reasonable; (4) even if there were irregularities with the sale, they could  
17 not be imputed to SFR because SFR is a bona fide purchaser for value; (5) any claims by Chase  
18 against the sale are barred by laches; d (6) Chase’s unjust enrichment claim failed under the  
19 voluntary payment doctrine; and (7) Chase lacks standing to raise either the Supremacy Clause  
20 or Property Clause based on the loan allegedly being FHA insured to challenge the Association  
21 Foreclosure Sale and that even if able to raise it, there is no preemption, express or implied.

22 28. In opposition, Chase argued, *inter alia*, that (1) the Association’s CC&Rs  
23 mortgage protection clause precluded extinguishment and there were material questions of fact  
24 as to SFR’s BFP status; (2) NRS 116 (the “Statute”) is unconstitutional on its face as it does not  
25 require homeowner’s associations to provide known lienholders with actual notice prior to  
26 extinguishing their liens, in violation of the minimum requirements for due process under the  
27 United States and Nevada constitutions, relying heavily on the analysis in the recent Ninth  
28 Circuit decision in *Bourne Valley Court Trust v. Wells Fargo Bank, N.A.*, No. 15-15233, 2016

1 WL 4254983 (9th Cir. Aug. 12, 2016); (3) because the loan was FHA insured, the supremacy  
2 clause and property clauses preempt NRS 116; (4) the *SFR Decision* does not apply to this case  
3 because the Association Foreclosure Sale took place on September 21, 2012 and the *SFR*  
4 *Decision* does not apply retroactively; (5) the Association Foreclosure sale was "tainted" by  
5 unfairness and Chase is entitled to equitable relief; (6) the price paid at the Association  
6 Foreclosure sale was "grossly inadequate" and that is enough to void the sale; (7) laches does not  
7 apply; and (8) the voluntary payment doctrine does not apply or equity requires payment to  
8 Chase on its unjust enrichment claim.

9 29. SFR's reply addressed its arguments regarding Bourne Valley and  
10 constitutionality, the supremacy and property clauses as relating to FHA insurance, commercial  
11 reasonableness, retroactively, applying equities pursuant to *Shadow Wood HOA v. N.Y. Cmty.*  
12 *Bancorp*, 132 Nev. \_\_\_\_, 366 P.3d 1105 (2016), and unjust enrichment.

13 30. At the hearing, Chase requested that the hearing be continued until its motion for  
14 summary judgment could be heard. The Court finds that this was not necessary as all claims  
15 were addressed in SFR's motion and therefore denied Chase's oral motion to continue.

#### 16 CONCLUSIONS OF LAW

17 Summary judgment is appropriate and "shall be rendered forthwith" when the pleadings  
18 and other evidence on file demonstrate no "genuine issue as to any material fact [remains] and  
19 that the moving party is entitled to a judgment as a matter of law." NRCp 56(c); *Wood v.*  
20 *Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Declaratory or equitable relief  
21 may be adjudicated on summary judgment. *Shadow Wood*, 366 P.3d at 1111. "The substantive  
22 law controls which factual disputes are material and will preclude summary judgment; other  
23 factual disputes are irrelevant." *Wood*, 121 Nev. at 731, 121 P.3d at 1031. "A factual dispute is  
24 genuine when the evidence is such that a rational trier of fact could return a verdict for the non-  
25 moving party." *Id.* While the pleadings and other proof must be construed in a light most  
26 favorable to the non-moving party, that party bears the burden "to do more than simply show  
27 that there is some metaphysical doubt" as to the operative facts in order to avoid summary  
28 judgment being entered in the moving party's favor. *Matsushita Electric Industrial Co. v.*

1 *Zenith Radio*, 475 U.S. 574, 586 (1986), *cited in Wood*, 121 Nev. at 732, 121 P.3d at 1031. The  
2 non-moving party “must, by affidavit or otherwise, set forth specific facts demonstrating the  
3 existence of a genuine issue for trial or have summary judgment entered against him.” *Bulbman*  
4 *Inc. v. Nevada Bell*, 108 Nev. 105, 110, 828 P.2d 588, 591 (1992), *cited in Wood*, 121 Nev. at  
5 732, 121 P.3d at 1031. The non-moving party “is not entitled to build a case on the gossamer  
6 threads of whimsy, speculation, and conjecture.” *Bulbman*, 108 Nev. at 110, 825 P.2d 591,  
7 *quoting Collins v. Union Fed. Savings & Loan*, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983).

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

11 1. That foreclosure sales and the resulting deeds are presumed valid. NRS  
12 47.250(16-18) (stating that there are disputable presumptions “that the law has been obeyed”;  
13 “that a trustee or other person, whose duty it was to convey real property to a particular person,  
14 has actually conveyed to that person, when such presumption is necessary to perfect the title of  
15 such person or a successor in interest”; “that private transactions have been fair and regular”;  
16 and “that the ordinary course of business has been followed.”)

17 2. That a foreclosure deed issued pursuant to NRS 116.31164 that includes recitals  
18 of “(a) [d]efault, the mailing of the notice of delinquent assessment, and the recoding of the  
19 notice of default and election to sell; (b) [t]he elapsing of the 90 days; and (c) [t]he giving of  
20 notice of sale, are conclusive proof of the matters recited.” NRS 116.31166(1)(a)-(c).  
21 Furthermore, “[s]uch a deed containing those recitals is conclusive against the unit’s former  
22 owner, his or her heirs and assigns, and all other persons. NRS 116.31166(2); *SFR Decision*,  
23 334 P.3d at 411-412; *Shadow Wood*, 366 P.3d at 1110.

24 “A presumption not only fixes the burden of going forward with evidence, but it also  
25 shifts the burden of proof.” *Yeager v. Harrah’s Club, Inc.*, 111 Nev. 830, 834, 897 P.2d 1093,  
26 1095 (1995)(*citing Vancheri v. GNLV Corp.*, 105 Nev. 417, 421, 777 P.2d 366, 368 (1989)).  
27 “These presumptions impose on the party against whom it is directed the burden of proving that  
28 the nonexistence of the presumed fact is more probable than its existence.” *Id.* (*citing* NRS

1 47.180.). Thus, the Bank bore the burden of proving it was more probable than not that the  
2 Association Foreclosure Sale and the Foreclosure Deed were invalid. Furthermore, the Bank  
3 bore the burden to overcome the conclusive proof in the Foreclosure Deed recitals, to even be  
4 entitled to equity.

#### 5 Foreclosure Under NRS 116

6 In 1991, Nevada adopted the Uniform Common Interest Act (1982 version) ("UCIOA"),  
7 as NRS Chapter 116, effective January 1, 1992. *SFR Decision*, 334 P.3d at 410. Pursuant to  
8 NRS 116.3116(2) and the CC&Rs, an association has a lien for assessments, a portion of which  
9 has priority over a first security interest. *SFR Decision*, 334 P.3d at 411. NRS 116.31162 -  
10 116.31168 provides the means for an association to foreclose on its lien non-judicially.<sup>2</sup> *Id.*  
11 When an association properly forecloses on its lien by sale it will extinguish all junior liens on  
12 the property, including a first deed of trust. *Id.* at 419.

#### 13 Constitutionality of the Statute

14 Chase argues that the Statute is unconstitutional on its face as it violates the due process  
15 clauses of the Fourteenth Amendment of the United States Constitution as well as the Nevada  
16 Constitution. It also relies heavily on the analysis in the *Bourne Valley* decision by the 9th  
17 Circuit. It claims that the Statute does not require a homeowner's association to provide actual  
18 notice of its foreclosure efforts to lenders and other secured parties with a recorded interest in a  
19 property before the association extinguishes its lien at an association foreclosure sale. Instead,  
20 the Bank argues that the Statute places the burden on the lender to affirmatively "opt in" and  
21 request notice. SFR argues that the Bank lacks standing to assert a due process challenge in this  
22 case because it received actual notice of the Association Foreclosure Sale as required by NRS  
23 116. Even if it had standing to assert such a challenge, SFR argues that the Nevada Supreme  
24 Court already rejected the constitutional challenge of the Statute, facially and as applied, in the  
25 *SFR Decision*. SFR also argues that the Statute does not violate due process as it does not  
26

27 \_\_\_\_\_  
28 <sup>2</sup> All references to NRS 116 are to the statutes as they existed at the time of the Association  
Foreclosure Sale in 2012.

1 involve a state action and a state actor. Finally, SFR argues that the Statute is constitutional as it  
2 requires notice to be sent to all junior lienholders before their interests are extinguished.

3 This Court recognizes the Bourne Valley opinion but rejects the analysis and notes that  
4 the Bourne Valley decision is not binding on this Court. Further, the Court rejects the  
5 construction offered by Chase. This Court concludes that the Statute is constitutional, as it  
6 requires notice to be sent to all junior lienholders prior to the extinguishment of their interests in  
7 the subject property based on the express incorporation of NRS 107.090 by NRS 116.31168.

8 Furthermore, here, the Bank provided no evidence to contradict the evidence that it  
9 received the Association's foreclosure notices.

#### 10 Retroactive Application of the SFR Decision

11 This Court rejects Chase's argument that the SFR Decision should not be applied  
12 retroactively. First, the Court finds that Chase failed to raise this retroactively argument as an  
13 affirmative defense. The Nevada Supreme Court, in the *SFR Decision*, did not announce a new  
14 rule of law. It interpreted existing statutes and law. Retroactivity concerns are removed from the  
15 statutory construction context because, "[a] judicial construction of a statute is an authoritative  
16 statement of what the statute meant before as well as after the decision of the case giving rise to  
17 that construction." Morales-Izquierdo v. Dept. of Homeland Sec., 600 F.3d 1076, 1087-88  
18 (2010) (quoting Rivers v. Roadway Express, Inc., 511 U.S. 298, 312-13 (1994)) (overruled in  
19 part on other grounds by Garfias-Rodriguez v. Holder, 702 F.3d 504, 516 (2012)). When a court  
20 interprets a statute, "it is explaining its understanding of what the statute has meant continuously  
21 since the date when it became law." Morales-Izquierdo, 600 F.3d at 1088 (quoting Rivers, 511  
22 U.S. at 313 n.12). Consequently, judicial interpretations are given "[f]ull retroactive effect[.]"  
23 Morales-Izquierdo, 600 F.3d at 1008 (quoting Harper, 509 U.S. at 97).

#### 24 FHA Insurance

25 Chase argues that the First DOT is protected by the Supremacy and Property Clauses of  
26 the United States Constitution and, therefore, NRS 116 is preempted. This Court rejects these  
27 arguments. The Court finds persuasive and adopts the analysis set forth by the Hon. Jennifer  
28 Dorsey in *Freedom Mortgage Corp. v. Las Vegas Development Grp., LLC*, 106 F.Supp.3d 1174



(D.Nev. 2015). As discussed therein, HUD is not a party to this litigation and nothing provides that Chase has standing to raise the Property Clause to protect HUD's alleged interest in the Property, and further, this Court deems the insurance interest to be too attenuated to implicate the Property clause. Additionally, the Court finds there is neither express nor conflict preemption, as Chase could have complied with both NRS 116 and HUD's policies and procedures. Finally, pursuant to *Armstrong v. Exceptional Child Care Ctr, Inc.*, 135 S.Ct. 1378 (2015), this Court concludes that Chase, as a private litigant, cannot rely on the Supremacy Clause in any case to challenge NRS 116.

Price Paid for the Property

The Bank argues that the price SFR paid for the Property, \$5,100.00, was grossly inadequate as a matter of law. The Bank argues that, under the Restatement, a sale price is "grossly inadequate" if it is less than 20 percent of the property's fair market value. The Bank claims that the Association Foreclosure Sale should be invalidated as SFR paid only 7.4% of what it deemed the Property's value.<sup>3</sup> SFR argues that the Nevada Supreme Court has not adopted the Restatement and that price alone is not enough to set aside the Association Foreclosure Sale. For that to be accomplished, there must also be evidence of fraud, oppression, or unfairness. Furthermore SFR contested the value placed by Chase on the Property.<sup>4</sup>

With regards to the price paid for the Property, this Court does not believe the Nevada Supreme Court has adopted a 20 percent absolute threshold. Price alone is not enough to void an association foreclosure sale. In addition to a low price, there would have to be evidence of fraud, oppression, or unfairness in the conduct of the sales process itself, which is the important event. Without such evidence, this Court need not determine the actual value of the Property at the time of the sale. *See Oller v. Sonoma County Land Title Co.*, 290 P.2d 880, 882 (Cal.Ct.App. 1955) ("Since inadequacy of price is not alone ground for setting aside the sale, the failure of the court to find upon the value of the property is immaterial."), cited with approval in

<sup>3</sup> Chase relied on an expert report that purported to do a retroactive analysis of the Property's fair market value

<sup>4</sup> Chase relied on an

1 *Golden v. Tomiyasu*, 79 Nev. 503, 514, 387 P.2d 989, 994 (1963).

2 Sale Process

3       The Bank argues that in addition to the low price paid for the Property, the Association  
4 Foreclosure Sale should be declared void as it contained the following irregularities. First Chase  
5 argues that there was a mortgage savings clause in the CC&Rs. But it presents no evidence that  
6 it relied on the clause or that anyone else relied on that clause such that it caused the allegedly  
7 inadequate price paid at the sale. And the *SFR Decision* made it clear that the mortgage savings  
8 clause has been unenforceable since inception. Second, the Bank argues that no competitive  
9 bidding took place at the Association Foreclosure Sale. The Bank argues there were only two  
10 bidders at the sale. Chase goes on to argue that while the Association Foreclosure Sale was  
11 noticed in accordance with the law, as commercially required, NAS did not make any additional  
12 efforts to maximize the publicity of the sale. However, Chase provides no evidence that the sale  
13 was not properly noticed pursuant to statute. It had actual notice of the sale and, in fact,  
14 contacted its own borrower regarding the delinquency. The Bank knew how much it needed to  
15 pay to stop the sale because the amounts were clearly stated in the notices Chase admits it  
16 received. The Bank could have paid that amount, even under protest, to protect its interest in  
17 the Property but failed to do so. Chase could have attended the sale itself and did not. Third,  
18 Chase argues that there is evidence that the proceeds of the sale were not properly distributed.  
19 However, pursuant to statute, SFR has no responsibility for proper distribution. NRS  
20 116.31166(2). Additionally, this goes only to post-sale actions, not pre-sale. Finally, Chase  
21 argues that SFR's purchasing agent, Robert Diamond, may have believed SFR was taking title  
22 subject to the First DOT. However, Mr. Diamond's personal beliefs are irrelevant to the actual  
23 conduct of the sale. None of the facts on which Chase relies are enough to overcome the  
24 presumption and evidence of the validity of the sale.

25       This Court does not find any evidence of fraud, oppression, or unfairness that would  
26 justify setting aside the Association Foreclosure Sale in this case. There is no evidence to  
27 suggest the Association Foreclosure Sale was not conducted properly in this case. All  
28 statutorily required notices were provided to all relevant parties, including Chase, and the price

1 SFR paid for the Property is not proof of any fraud, oppression, or unfairness. Thus, this Court  
2 concludes the Association Foreclosure Sale was properly held and, pursuant to the SFR  
3 Decision, extinguished the First DOT.

4 Equitable Analysis

5 While this Court does not believe an equitable analysis is required as the Bank failed to  
6 set forth any evidence of fraud, oppression, or unfairness that would justify setting aside the  
7 Association Foreclosure Sale, if it were to consider equity in this case, the weight supports  
8 judgment in favor of SFR. Here, the Bank admits it received the NOD and NOS. The Bank  
9 also admits that it did not make a tender to the Association or its agent, NAS, to protect its  
10 interest in the Property but merely requested a payoff amount. Despite knowing when the  
11 Association Foreclosure Sale was scheduled to take place, the Bank did not make any attempt to  
12 stop the sale by filing a lawsuit to seek injunctive relief. The Bank had numerous options  
13 available to protect its interest in the Property, including, among other things, attending the  
14 Association Foreclosure Sale itself, but did not pursue them.

15 Given this, equity favors SFR in this case.

16 Unjust Enrichment

17 Chase claimed that if title was quieted in SFR's name, SFR was unjustly enriched by  
18 Chase's payment of property taxes and for insurance on the Property. SFR argues that Chase's  
19 claim is barred by the voluntary payment doctrine, which precludes reimbursement for  
20 voluntarily paid expenses that do not meet an exception, such as business compulsion or defense  
21 of property. SFR argues specifically that "money voluntarily paid, with full knowledge of all the  
22 facts, although no obligation to make such payment existed, cannot be recovered back." *Nevada*  
23 *Ass'n Services, Inc. v. Eighth Judicial Dist. Ct.*, 130 Nev. \_\_\_\_, 338 P.3d 1250, 1253 (2014).  
24 Further, SFR argues that any insurance on the Property that Chase paid was for its own benefit  
25 unless it admitted and showed that Chase named SFR as an additional insured. Chase argues the  
26 doctrine does not apply, that it did not have full knowledge of the facts or, in the alternative, that  
27 equity demands reimbursement.

1 The Court is persuaded by *Nevada Ass'n Services, Inc. v. Eighth Judicial Dist. Ct.*, 130  
2 Nev. \_\_\_\_\_, 338 P.3d 1250 (2014), in which the Nevada Supreme Court recognized that voluntary  
3 payment of expenses without meeting an exception precludes recovery for unjust enrichment.  
4 SFR had the burden to show the alleged payments were voluntary, and then Chase had the  
5 burden to show an exception existed to the voluntary payment doctrine. *Id.* at 1254. The two  
6 exceptions are (1) coercion or duress caused by a business necessity and (2) payment in defense  
7 of property.

8 Here, Chase knew that SFR had title to the Property and, as such, had an obligation to  
9 maintain the Property, by paying assessments, taxes, and insurance. Chase never demonstrated  
10 that it paid the property taxes in order to stop an imminent foreclosure by the taxing authority,  
11 or that SFR would not have paid the property taxes if Chase had not done so. Furthermore,  
12 Chase never argued that SFR would somehow benefit from whatever insurance Chase  
13 maintained on the Property. Thus, Chase cannot claim that it was either coerced or paid in  
14 defense of property. Accordingly, the payments made by Chase, which was aware that the title  
15 would pass from its borrower if the Association foreclosed, were made voluntarily and with full  
16 knowledge of the facts, even if it allegedly misapprehended the law at the time of the sale. SFR  
17 is entitled to summary judgment on Chase's unjust enrichment claim.

18 For the reasons stated above and good cause appearing,

19 IT IS HEREBY ORDERED that SFR's motion for summary judgment is GRANTED in  
20 its entirety.

21 IT IS FURTHER ORDERED that the Bank's motion for summary judgment is moot and  
22 shall be denied as such and the hearing vacated.

23 IT IS FURTHER ORDERED that the First DOT recorded against the Property commonly  
24 known as 1076 Slate Crossing #2, Henderson, Nevada 89002; Parcel No. 179-34-713-236 was  
25 extinguished by the Association Foreclosure Sale.

26 IT IS FURTHER ORDERED that Chase had no interest in the Property after the  
27 Association Foreclosure Sale on September 21, 2012 and is hereby permanently enjoined from  
28 taking any action to enforce the First DOT recorded on May 14, 2008 as Instrument No.

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20080514-0005041. This order does not preclude, limit, or in any way restrict any remedies available under the promissory note that was secured by the First DOT.

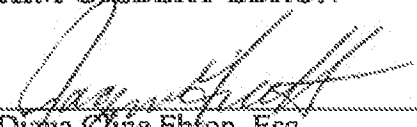
IT IS FURTHER ORDERED that title to the Property commonly known as 1076 Slate Crossing #2, Henderson, Nevada 89002; Parcel No. 179-34-713-236 is hereby quieted in favor of SFR Investments Pool 1, LLC.

IT IS SO ORDERED.

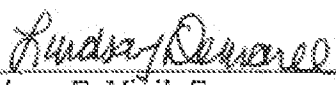
DATED this 25 day of October, 2016.

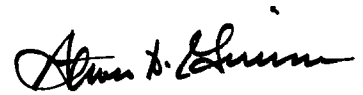
Nancy L. Alf  
DISTRICT COURT JUDGE

Respectfully Submitted By:  
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**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

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

Case No. A-12-672963-C

Dept. No. XXVII

Plaintiff,

vs.

**NOTICE OF ENTRY OF FINDINGS OF  
FACT, CONCLUSIONS OF LAW, AND  
ORDER**

VENTA REALTY GROUP, a Nevada  
corporation, JPMORGAN CHASE BANK,  
N.A., a national association, successor by  
merger to CHASE HOME FINANCE LLC, a  
foreign limited liability corporation, ET AL.,

Defendants.

JPMORGAN CHASE BANK, N.A., as  
successor by merger to Chase Home Finance  
LLC,

Counterclaimant,

vs.

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

Counter-defendant.

PLEASE TAKE NOTICE that on October 26, 2016 this Court entered a **Findings of**

///

**KIM GILBERT EBRON**  
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LAS VEGAS, NEVADA 89139  
(702) 485-3300 FAX (702) 485-3301

**Fact, Conclusions of Law, and Order.** A copy of said Findings of Fact, Conclusions of Law, and Order is attached hereto.

DATED this 27<sup>th</sup> day of October, 2016.

**KIM GILBERT EBRON**

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

**CERTIFICATE OF SERVICE**

I hereby certify that on this 27<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 FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER** to the following parties:

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EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

VENTA REALTY GROUP, a Nevada  
corporation, JPMORGAN CHASE BANK,  
N.A., a national association, successor by  
merger to CHASE HOME FINANCE LLC, a  
foreign limited liability corporation, ET AL.,

Defendants.

JPMORGAN CHASE BANK, N.A., as  
successor by merger to Chase Home Finance  
LLC,

Counterclaimant,

vs.

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

Counter-defendant.

Case No. A-12-672963-C

Dept. No. XXVII

FINDINGS OF FACT, CONCLUSIONS OF  
LAW, AND ORDER

This matter came before the Court for hearing on September 15, 2016 at 9:30 a.m. on  
SFR Investments Pool 1, LLC's ("SFR") motion for summary judgment on SFR's claims against

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



1 JPMorgan Chase Bank, N.A., successor by merger to Chase Home Finance LLC ("Chase" or the  
2 "Bank") and on Chase's counterclaims against SFR. Jacqueline A. Gilbert of the law firm of  
3 Kim Gilbert Ebron appeared on behalf of SFR. Lindsay C. Demaree of the law firm of Ballard  
4 Spahr, LLP appeared on behalf of Chase.

5 The Court, having considered the briefing on the motions, the pleadings and papers on  
6 file herein, and argument of counsel, hereby finds and concludes as follows:<sup>1</sup>

7 **FINDINGS OF UNDISPUTED FACT**

8 **The Property and Corresponding Foreclosure Sale**

9 1. Delaine L. Harned ("Harned") obtained title to real property commonly known as  
10 1076 Slate Crossing #2, Henderson, Nevada 89002; Parcel No. 179-34-713-236 (the  
11 "Property") by way of a Grant, Bargain, Sale Deed ("GBS Deed") from U.S. Bank National  
12 Association, as Trustee, on behalf of the holders of the Home Equity asset Trust 2006-3 Home  
13 Equity Pass Through Certificates, Series 2006-3 by Select Portfolio Servicing, its Attorney in  
14 Fact. The GBS Deed was recorded in the Official Records of the Clark County Recorder on May  
15 14, 2008 as Instrument No. 20080514-0005040.

16 2. Harned appears to have taken out a loan against the Property, executing a  
17 promissory note, and the Deed of Trust ("First DOT") that secured the note in favor of was  
18 recorded in the Official Records of the Clark County Recorder on May 14, 2008 as Instrument  
19 No. 20080514-0005041. The First DOT named Mortgage Electronic Registration Systems  
20 ("MERS") as the beneficiary on behalf of Venta Realty Group, dba Venta Home Loans, a  
21 Nevada Corporation ("Venta"), the lender. The First DOT also included a Planned Unit  
22 Development Rider that allowed the Lender to pay the Borrower's Association Assessment and  
23 add that amount to the Borrower's debt to Lender.

24 3. The Property is located within the common interest community of Paradise Court  
25 ("Association") as referenced in the First DOT. The Association recorded its Declaration of  
26 Covenants, Conditions and Restrictions ("CC&Rs") in the Official Records of the Clark County  
27

28 <sup>1</sup> Any finding of fact that is more properly deemed a conclusion of law shall be so deemed.

1 Recorder on May 18, 2004 as Instrument No. 20040518-0001999. The CC&Rs include, *inter*  
2 *alia*, the requirement that homeowners or members of the Association pay periodic assessments  
3 to benefit the common-interest community. The CC&Rs also incorporate the provisions of NRS  
4 116.3116 et seq. for non-payment of assessments. The First DOT also included a Planned Unit  
5 Development Rider that allowed the Lender to pay the Borrower's Association Assessment and  
6 add that amount to the Borrower's debt to Lender.

7 4. On February 5, 2010, Nevada Association Services ("NAS") on behalf of the  
8 Association, recorded a Notice of Delinquent Assessment Lien against the Property. That notice  
9 was recorded in the Official Records of the Clark County Recorder as Instrument No. 20100205-  
10 0001923 (the operative NODA). The Operative NODA was mailed to Harned.

11 5. MERS executed an Assignment of Deed of Trust ("Assignment") transferring all  
12 beneficial interest in the First DOT and the underlying note to Chase. The Assignment was  
13 recorded in the Official Records of the Clark County Recorder on December 6, 2010, as  
14 Instrument No. 201012060000315.

15 6. The same day Chase recorded a Substitution of Trustee, naming California  
16 Reconveyance Company ("CRC"), as Instrument No. 201012060000316. Immediately  
17 thereafter, CRC recorded a Notice of Default and Election to Sell Under Deed of Trust ("Bank  
18 NOD"), as Instrument No. 201012060000317.

19 7. CRC recorded a Foreclosure Mediation Certificate on April 12, 2011, as  
20 Instrument No. 201104120001990, stating that Chase could proceed with the foreclosure  
21 process.

22 8. CRC recorded a Notice of Trustee's sale on June 1, 2011, as Instrument No.  
23 201106010003269, giving a sale date of June 21, 2011. The sale apparently did not take place  
24 that day, and on September 29, 2011, CRC recorded another Notice of Trustee's Sale as  
25 Instrument No. 201109290003457, giving a sale date of October 20, 2011. The sale apparently  
26 did not take place that day.

27 9. On March 7, 2012, NAS recorded on behalf of the Association, a Notice of  
28 Default and Election to Sell Under Homeowners Association Lien ("Association NOD"), as

1 Instrument No. 201203070000441. The Association NOD was mailed to Harned, Venta, Chase,  
2 CRC, and MERS. The Bank does not dispute receiving the Association NOD.

3 10. Chase did not attempt to pay the Association after receiving the Association  
4 NOD.

5 11. On May 25, 2012, Chase sent a letter to Harned advising her that she should  
6 correct the situation or Chase may initiate appropriate actions to bring the account current per the  
7 terms of the mortgage.

8 12. On August 30, 2012, more than ninety days after recording of the Association  
9 NOD, NAS recorded a Notice of Trustee's Sale ("Association NOS"), as Instrument No.  
10 20120830-0003067, giving September 21, 2012 as the sale date. This Association NOS was  
11 mailed to Harned, Venta, Chase, CRC and MERS. Chase received the Association NOS and does  
12 not dispute this. The NOS included the following language in larger font than the remainder of  
13 the notice: "WARNING! A SALE OF YOUR PROPERTY IS IMMINENT!  
14 UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE  
15 THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE  
16 AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE." The  
17 NOS included the contact information for NAS, as agent for the Association. The NOS stated  
18 that the sale would take place on November 30, 2012 at 10:00 a.m. and provided the location of  
19 the sale. The NOS also stated in all capital letters: "UNLESS YOU TAKE ACTION TO  
20 PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE." Chase appears to  
21 have taken no action after receipt of the Association NOS.

22 13. The Association NOS was properly posted and published pursuant to NRS  
23 116.311635.

24 14. The Association auction took place on September 21, 2012 ("Association  
25 Foreclosure Sale"). At that sale, SFR placed a winning bid of \$6,100.00. There were multiple  
26 bidders in attendance at the sale. No one acting on behalf of the Bank attended the Association  
27 Foreclosure Sale.

28 15. The Foreclosure Deed vesting title in SFR was recorded in the Official Records of

1 the Clark County Recorder on September 25, 2012 as Instrument No. 20120925-0001230  
2 ("Foreclosure Deed"). The Foreclosure Deed included the following recitals:

3  
4 This conveyance is made pursuant to the powers conferred upon agent by Nevada  
5 Revised Statutes, the Paradise Court governing documents (CC&R's) and that  
6 certain Notice of Delinquent Assessment Lien, described herein [recorded  
7 February 5, 2010]. Default occurred as set forth in a Notice of Default and  
8 Election to Sell, recorded on 3/7/2012 as instrument # 0000441 Book 10120307  
9 which was recorded in the office of the recorder of said county. Nevada  
10 Association Services, Inc. has complied with all requirements of law including,  
11 but not limited to, the elapsing of 90 days, mailing of copies of Notice of  
12 Delinquent Assessment and Notice of Default and the posting and publication of  
13 the Notice of Sale. Said property was sold by said agent, on behalf of Paradise  
14 Court at public auction on 9/21/2012, at the place indicated on the Notice of Sale.

15 16. The Bank did not make any payments to the Association or its agent, NAS, prior  
16 to the Association Foreclosure Sale nor did the Bank challenge the Association Foreclosure Sale  
17 in any administrative or civil proceeding prior to filing its complaint in this case.

18 Chase Attempts to Foreclose Yet Again

19 17. On October 11, 2012, Chase substituted National Default Servicing Corporation  
20 ("NDSC") in place of CRC via Instrument No. 20121011-0001602. NDSC immediately filed a  
21 Notice of Trustee's Sale Under Deed of Trust as Instrument No. 20121011-0001603.

22 The Lawsuit and Arguments of the Parties

23 18. On December 4, 2012, SFR filed its complaint for quiet title and declaratory relief  
24 against Chase, Harned, Venta, Republic Silver State Disposal, Inc., and the Association, alleging  
25 that the Association Foreclosure Sale extinguished the defendants' interest in the Property. SFR  
26 also sought injunctive relief against Venta, Chase, CRC and NDSC to prevent them from taking  
27 any action to foreclose on, sell, convey, or otherwise enforce any interest against the Property.

28 19. Chase answered SFR's complaint on January 25, 2013. SFR voluntarily dismissed  
the Association, CRC, Republic Silver State Disposal, and NDSC by notice or stipulations  
entered on February 5, 2013, July 15, 2013, July 18, 2013, and February 6, 2014 respectively.

20. Default was entered against Venta on May 14, 2015.

21. On September 18, 2014, the Nevada Supreme Court issued its decision in *SFR  
Investments Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev. \_\_\_\_, 334 P.3d 408 (2014) ("SFR

1 *Decision*”), holding that a properly conducted association foreclosure sale will extinguish a first  
2 deed of trust.

3 22. On October 19, 2015, Chase filed an amended answer and counterclaim, asserting  
4 a claim for unjust enrichment against SFR.

5 23. SFR filed its answer to the counterclaim on November 6, 2015.

6 24. SFR filed its motion for summary judgment on August 11, 2016, seeking  
7 judgment on all claims against Chase.

8 25. Chase filed its motion for summary judgment on September 13, 2016.

9 26. In SFR’s motion for summary judgment

10 27. In its motion for summary judgment, SFR argued, *inter alia*, that (1) the Association  
11 Foreclosure Sale extinguished the First DOT and Chase’s interest in the Property, and that the  
12 conclusive proof in the Association Foreclosure Deed and presumptions under NRS 47.250 shift  
13 the burden to Chase to show that the Association Foreclosure Sale was somehow improper; (2)  
14 Chase, as a lienholder, is not entitled to an equitable remedy; (3) the Association Foreclosure  
15 Sale vested title in SFR without equity or right of redemption; (4) the Association Foreclosure  
16 Sale was commercially reasonable; (4) even if there were irregularities with the sale, they could  
17 not be imputed to SFR because SFR is a bona fide purchaser for value; (5) any claims by Chase  
18 against the sale are barred by laches; d (6) Chase’s unjust enrichment claim failed under the  
19 voluntary payment doctrine; and (7) Chase lacks standing to raise either the Supremacy Clause  
20 or Property Clause based on the loan allegedly being FHA insured to challenge the Association  
21 Foreclosure Sale and that even if able to raise it, there is no preemption, express or implied.

22 28. In opposition, Chase argued, *inter alia*, that (1) the Association’s CC&Rs  
23 mortgage protection clause precluded extinguishment and there were material questions of fact  
24 as to SFR’s BFP status; (2) NRS 116 (the “Statute”) is unconstitutional on its face as it does not  
25 require homeowner’s associations to provide known lienholders with actual notice prior to  
26 extinguishing their liens, in violation of the minimum requirements for due process under the  
27 United States and Nevada constitutions, relying heavily on the analysis in the recent Ninth  
28 Circuit decision in *Bourne Valley Court Trust v. Wells Fargo Bank, N.A.*, No. 15-15233, 2016

1 WL 4254983 (9th Cir. Aug. 12, 2016); (3) because the loan was FHA insured, the supremacy  
2 clause and property clauses preempt NRS 116; (4) the *SFR Decision* does not apply to this case  
3 because the Association Foreclosure Sale took place on September 21, 2012 and the *SFR*  
4 *Decision* does not apply retroactively; (5) the Association Foreclosure sale was "tainted" by  
5 unfairness and Chase is entitled to equitable relief; (6) the price paid at the Association  
6 Foreclosure sale was "grossly inadequate" and that is enough to void the sale; (7) laches does not  
7 apply; and (8) the voluntary payment doctrine does not apply or equity requires payment to  
8 Chase on its unjust enrichment claim.

9 29. SFR's reply addressed its arguments regarding Bourne Valley and  
10 constitutionality, the supremacy and property clauses as relating to FHA insurance, commercial  
11 reasonableness, retroactively, applying equities pursuant to *Shadow Wood HOA v. N.Y. Cmty.*  
12 *Bancorp*, 132 Nev. \_\_\_\_, 366 P.3d 1105 (2016), and unjust enrichment.

13 30. At the hearing, Chase requested that the hearing be continued until its motion for  
14 summary judgment could be heard. The Court finds that this was not necessary as all claims  
15 were addressed in SFR's motion and therefore denied Chase's oral motion to continue.

#### 16 CONCLUSIONS OF LAW

17 Summary judgment is appropriate and "shall be rendered forthwith" when the pleadings  
18 and other evidence on file demonstrate no "genuine issue as to any material fact [remains] and  
19 that the moving party is entitled to a judgment as a matter of law." NRCp 56(c); *Wood v.*  
20 *Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Declaratory or equitable relief  
21 may be adjudicated on summary judgment. *Shadow Wood*, 366 P.3d at 1111. "The substantive  
22 law controls which factual disputes are material and will preclude summary judgment; other  
23 factual disputes are irrelevant." *Wood*, 121 Nev. at 731, 121 P.3d at 1031. "A factual dispute is  
24 genuine when the evidence is such that a rational trier of fact could return a verdict for the non-  
25 moving party." *Id.* While the pleadings and other proof must be construed in a light most  
26 favorable to the non-moving party, that party bears the burden "to do more than simply show  
27 that there is some metaphysical doubt" as to the operative facts in order to avoid summary  
28 judgment being entered in the moving party's favor. *Matsushita Electric Industrial Co. v.*

1 *Zenith Radio*, 475 U.S. 574, 586 (1986), *cited in Wood*, 121 Nev. at 732, 121 P.3d at 1031. The  
2 non-moving party "must, by affidavit or otherwise, set forth specific facts demonstrating the  
3 existence of a genuine issue for trial or have summary judgment entered against him." *Bulbman*  
4 *Inc. v. Nevada Bell*, 108 Nev. 105, 110, 828 P.2d 588, 591 (1992), *cited in Wood*, 121 Nev. at  
5 732, 121 P.3d at 1031. The non-moving party "'is not entitled to build a case on the gossamer  
6 threads of whimsy, speculation, and conjecture.'" *Bulbman*, 108 Nev. at 110, 825 P.2d 591,  
7 *quoting Collins v. Union Fed. Savings & Loan*, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983).

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

11 1. That foreclosure sales and the resulting deeds are presumed valid. NRS  
12 47.250(16-18) (stating that there are disputable presumptions "that the law has been obeyed";  
13 "that a trustee or other person, whose duty it was to convey real property to a particular person,  
14 has actually conveyed to that person, when such presumption is necessary to perfect the title of  
15 such person or a successor in interest"; "that private transactions have been fair and regular";  
16 and "that the ordinary course of business has been followed.")

17 2. That a foreclosure deed issued pursuant to NRS 116.31164 that includes recitals  
18 of "(a) [d]efault, the mailing of the notice of delinquent assessment, and the recoding of the  
19 notice of default and election to sell; (b) [t]he elapsing of the 90 days; and (c) [t]he giving of  
20 notice of sale, are conclusive proof of the matters recited." NRS 116.31166(1)(a)-(c).  
21 Furthermore, "[s]uch a deed containing those recitals is conclusive against the unit's former  
22 owner, his or her heirs and assigns, and all other persons. NRS 116.31166(2); *SFR Decision*,  
23 334 P.3d at 411-412; *Shadow Wood*, 366 P.3d at 1110.

24 "A presumption not only fixes the burden of going forward with evidence, but it also  
25 shifts the burden of proof." *Yeager v. Harrah's Club, Inc.*, 111 Nev. 830, 834, 897 P.2d 1093,  
26 1095 (1995)(*citing Vancheri v. GNLV Corp.*, 105 Nev. 417, 421, 777 P.2d 366, 368 (1989)).  
27 "These presumptions impose on the party against whom it is directed the burden of proving that  
28 the nonexistence of the presumed fact is more probable than its existence." *Id.* (*citing NRS*

1 47.180.). Thus, the Bank bore the burden of proving it was more probable than not that the  
2 Association Foreclosure Sale and the Foreclosure Deed were invalid. Furthermore, the Bank  
3 bore the burden to overcome the conclusive proof in the Foreclosure Deed recitals, to even be  
4 entitled to equity.

#### 5 Foreclosure Under NRS 116

6 In 1991, Nevada adopted the Uniform Common Interest Act (1982 version) ("UCIOA"),  
7 as NRS Chapter 116, effective January 1, 1992. *SFR Decision*, 334 P.3d at 410. Pursuant to  
8 NRS 116.3116(2) and the CC&Rs, an association has a lien for assessments, a portion of which  
9 has priority over a first security interest. *SFR Decision*, 334 P.3d at 411. NRS 116.31162 -  
10 116.31168 provides the means for an association to foreclose on its lien non-judicially.<sup>2</sup> *Id.*  
11 When an association properly forecloses on its lien by sale it will extinguish all junior liens on  
12 the property, including a first deed of trust. *Id.* at 419.

#### 13 Constitutionality of the Statute

14 Chase argues that the Statute is unconstitutional on its face as it violates the due process  
15 clauses of the Fourteenth Amendment of the United States Constitution as well as the Nevada  
16 Constitution. It also relies heavily on the analysis in the *Bourne Valley* decision by the 9th  
17 Circuit. It claims that the Statute does not require a homeowner's association to provide actual  
18 notice of its foreclosure efforts to lenders and other secured parties with a recorded interest in a  
19 property before the association extinguishes its lien at an association foreclosure sale. Instead,  
20 the Bank argues that the Statute places the burden on the lender to affirmatively "opt in" and  
21 request notice. SFR argues that the Bank lacks standing to assert a due process challenge in this  
22 case because it received actual notice of the Association Foreclosure Sale as required by NRS  
23 116. Even if it had standing to assert such a challenge, SFR argues that the Nevada Supreme  
24 Court already rejected the constitutional challenge of the Statute, facially and as applied, in the  
25 *SFR Decision*. SFR also argues that the Statute does not violate due process as it does not  
26

27  
28 <sup>2</sup> All references to NRS 116 are to the statutes as they existed at the time of the Association  
Foreclosure Sale in 2012.



1 involve a state action and a state actor. Finally, SFR argues that the Statute is constitutional as it  
2 requires notice to be sent to all junior lienholders before their interests are extinguished.

3 This Court recognizes the Bourne Valley opinion but rejects the analysis and notes that  
4 the Bourne Valley decision is not binding on this Court. Further, the Court rejects the  
5 construction offered by Chase. This Court concludes that the Statute is constitutional, as it  
6 requires notice to be sent to all junior lienholders prior to the extinguishment of their interests in  
7 the subject property based on the express incorporation of NRS 107.090 by NRS 116.31168.

8 Furthermore, here, the Bank provided no evidence to contradict the evidence that it  
9 received the Association's foreclosure notices.

#### 10 Retroactive Application of the SFR Decision

11 This Court rejects Chase's argument that the SFR Decision should not be applied  
12 retroactively. First, the Court finds that Chase failed to raise this retroactively argument as an  
13 affirmative defense. The Nevada Supreme Court, in the *SFR Decision*, did not announce a new  
14 rule of law. It interpreted existing statutes and law. Retroactivity concerns are removed from the  
15 statutory construction context because, "[a] judicial construction of a statute is an authoritative  
16 statement of what the statute meant before as well as after the decision of the case giving rise to  
17 that construction." Morales-Izquierdo v. Dept. of Homeland Sec., 600 F.3d 1076, 1087-88  
18 (2010) (quoting Rivers v. Roadway Express, Inc., 511 U.S. 298, 312-13 (1994)) (overruled in  
19 part on other grounds by Garfias-Rodriguez v. Holder, 702 F.3d 504, 516 (2012)). When a court  
20 interprets a statute, "it is explaining its understanding of what the statute has meant continuously  
21 since the date when it became law." Morales-Izquierdo, 600 F.3d at 1088 (quoting Rivers, 511  
22 U.S. at 313 n.12). Consequently, judicial interpretations are given "[f]ull retroactive effect[.]"  
23 Morales-Izquierdo, 600 F.3d at 1008 (quoting Harper, 509 U.S. at 97).

#### 24 FHA Insurance

25 Chase argues that the First DOT is protected by the Supremacy and Property Clauses of  
26 the United States Constitution and, therefore, NRS 116 is preempted. This Court rejects these  
27 arguments. The Court finds persuasive and adopts the analysis set forth by the Hon. Jennifer  
28 Dorsey in *Freedom Mortgage Corp. v. Las Vegas Development Grp., LLC*, 106 F.Supp.3d 1174

(D.Nev. 2015). As discussed therein, HUD is not a party to this litigation and nothing provides that Chase has standing to raise the Property Clause to protect HUD's alleged interest in the Property, and further, this Court deems the insurance interest to be too attenuated to implicate the Property clause. Additionally, the Court finds there is neither express nor conflict preemption, as Chase could have complied with both NRS 116 and HUD's policies and procedures. Finally, pursuant to *Armstrong v. Exceptional Child Care Ctr, Inc.*, 135 S.Ct. 1378 (2015), this Court concludes that Chase, as a private litigant, cannot rely on the Supremacy Clause in any case to challenge NRS 116.

#### Price Paid for the Property

The Bank argues that the price SFR paid for the Property, \$5,100.00, was grossly inadequate as a matter of law. The Bank argues that, under the Restatement, a sale price is "grossly inadequate" if it is less than 20 percent of the property's fair market value. The Bank claims that the Association Foreclosure Sale should be invalidated as SFR paid only 7.4% of what it deemed the Property's value.<sup>3</sup> SFR argues that the Nevada Supreme Court has not adopted the Restatement and that price alone is not enough to set aside the Association Foreclosure Sale. For that to be accomplished, there must also be evidence of fraud, oppression, or unfairness. Furthermore SFR contested the value placed by Chase on the Property.<sup>4</sup>

With regards to the price paid for the Property, this Court does not believe the Nevada Supreme Court has adopted a 20 percent absolute threshold. Price alone is not enough to void an association foreclosure sale. In addition to a low price, there would have to be evidence of fraud, oppression, or unfairness in the conduct of the sales process itself, which is the important event. Without such evidence, this Court need not determine the actual value of the Property at the time of the sale. See *Oller v. Sonoma County Land Title Co.*, 290 P.2d 880, 882 (Cal.Ct.App. 1955) ("Since inadequacy of price is not alone ground for setting aside the sale, the failure of the court to find upon the value of the property is immaterial."), cited with approval in

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<sup>3</sup> Chase relied on an expert report that purported to do a retroactive analysis of the Property's fair market value

<sup>4</sup> Chase relied on an

1 *Golden v. Tomiyasu*, 79 Nev. 503, 514, 387 P.2d 989, 994 (1963).

2 Sale Process

3       The Bank argues that in addition to the low price paid for the Property, the Association  
4 Foreclosure Sale should be declared void as it contained the following irregularities. First Chase  
5 argues that there was a mortgage savings clause in the CC&Rs. But it presents no evidence that  
6 it relied on the clause or that anyone else relied on that clause such that it caused the allegedly  
7 inadequate price paid at the sale. And the *SFR Decision* made it clear that the mortgage savings  
8 clause has been unenforceable since inception. Second, the Bank argues that no competitive  
9 bidding took place at the Association Foreclosure Sale. The Bank argues there were only two  
10 bidders at the sale. Chase goes on to argue that while the Association Foreclosure Sale was  
11 noticed in accordance with the law, as commercially required, NAS did not make any additional  
12 efforts to maximize the publicity of the sale. However, Chase provides no evidence that the sale  
13 was not properly noticed pursuant to statute. It had actual notice of the sale and, in fact,  
14 contacted its own borrower regarding the delinquency. The Bank knew how much it needed to  
15 pay to stop the sale because the amounts were clearly stated in the notices Chase admits it  
16 received. The Bank could have paid that amount, even under protest, to protect its interest in  
17 the Property but failed to do so. Chase could have attended the sale itself and did not. Third,  
18 Chase argues that there is evidence that the proceeds of the sale were not properly distributed.  
19 However, pursuant to statute, SFR has no responsibility for proper distribution. NRS  
20 116.31166(2). Additionally, this goes only to post-sale actions, not pre-sale. Finally, Chase  
21 argues that SFR's purchasing agent, Robert Diamond, may have believed SFR was taking title  
22 subject to the First DOT. However, Mr. Diamond's personal beliefs are irrelevant to the actual  
23 conduct of the sale. None of the facts on which Chase relies are enough to overcome the  
24 presumption and evidence of the validity of the sale.

25       This Court does not find any evidence of fraud, oppression, or unfairness that would  
26 justify setting aside the Association Foreclosure Sale in this case. There is no evidence to  
27 suggest the Association Foreclosure Sale was not conducted properly in this case. All  
28 statutorily required notices were provided to all relevant parties, including Chase, and the price

1 SFR paid for the Property is not proof of any fraud, oppression, or unfairness. Thus, this Court  
2 concludes the Association Foreclosure Sale was properly held and, pursuant to the SFR  
3 Decision, extinguished the First DOT.

4 Equitable Analysis

5 While this Court does not believe an equitable analysis is required as the Bank failed to  
6 set forth any evidence of fraud, oppression, or unfairness that would justify setting aside the  
7 Association Foreclosure Sale, if it were to consider equity in this case, the weight supports  
8 judgment in favor of SFR. Here, the Bank admits it received the NOD and NOS. The Bank  
9 also admits that it did not make a tender to the Association or its agent, NAS, to protect its  
10 interest in the Property but merely requested a payoff amount. Despite knowing when the  
11 Association Foreclosure Sale was scheduled to take place, the Bank did not make any attempt to  
12 stop the sale by filing a lawsuit to seek injunctive relief. The Bank had numerous options  
13 available to protect its interest in the Property, including, among other things, attending the  
14 Association Foreclosure Sale itself, but did not pursue them.

15 Given this, equity favors SFR in this case.

16 Unjust Enrichment

17 Chase claimed that if title was quieted in SFR's name, SFR was unjustly enriched by  
18 Chase's payment of property taxes and for insurance on the Property. SFR argues that Chase's  
19 claim is barred by the voluntary payment doctrine, which precludes reimbursement for  
20 voluntarily paid expenses that do not meet an exception, such as business compulsion or defense  
21 of property. SFR argues specifically that "money voluntarily paid, with full knowledge of all the  
22 facts, although no obligation to make such payment existed, cannot be recovered back." *Nevada*  
23 *Ass'n Services, Inc. v. Eighth Judicial Dist. Ct.*, 130 Nev. \_\_\_\_, 338 P.3d 1250, 1253 (2014).  
24 Further, SFR argues that any insurance on the Property that Chase paid was for its own benefit  
25 unless it admitted and showed that Chase named SFR as an additional insured. Chase argues the  
26 doctrine does not apply, that it did not have full knowledge of the facts or, in the alternative, that  
27 equity demands reimbursement.

1 The Court is persuaded by *Nevada Ass'n Services, Inc. v. Eighth Judicial Dist. Ct.*, 130  
2 Nev. \_\_\_\_\_, 338 P.3d 1250 (2014), in which the Nevada Supreme Court recognized that voluntary  
3 payment of expenses without meeting an exception precludes recovery for unjust enrichment.  
4 SFR had the burden to show the alleged payments were voluntary, and then Chase had the  
5 burden to show an exception existed to the voluntary payment doctrine. *Id.* at 1254. The two  
6 exceptions are (1) coercion or duress caused by a business necessity and (2) payment in defense  
7 of property.

8 Here, Chase knew that SFR had title to the Property and, as such, had an obligation to  
9 maintain the Property, by paying assessments, taxes, and insurance. Chase never demonstrated  
10 that it paid the property taxes in order to stop an imminent foreclosure by the taxing authority,  
11 or that SFR would not have paid the property taxes if Chase had not done so. Furthermore,  
12 Chase never argued that SFR would somehow benefit from whatever insurance Chase  
13 maintained on the Property. Thus, Chase cannot claim that it was either coerced or paid in  
14 defense of property. Accordingly, the payments made by Chase, which was aware that the title  
15 would pass from its borrower if the Association foreclosed, were made voluntarily and with full  
16 knowledge of the facts, even if it allegedly misapprehended the law at the time of the sale. SFR  
17 is entitled to summary judgment on Chase's unjust enrichment claim.

18 For the reasons stated above and good cause appearing,

19 IT IS HEREBY ORDERED that SFR's motion for summary judgment is GRANTED in  
20 its entirety.

21 IT IS FURTHER ORDERED that the Bank's motion for summary judgment is moot and  
22 shall be denied as such and the hearing vacated.

23 IT IS FURTHER ORDERED that the First DOT recorded against the Property commonly  
24 known as 1076 Slate Crossing #2, Henderson, Nevada 89002; Parcel No. 179-34-713-236 was  
25 extinguished by the Association Foreclosure Sale.

26 IT IS FURTHER ORDERED that Chase had no interest in the Property after the  
27 Association Foreclosure Sale on September 21, 2012 and is hereby permanently enjoined from  
28 taking any action to enforce the First DOT recorded on May 14, 2008 as Instrument No.

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20080514-0005041. This order does not preclude, limit, or in any way restrict any remedies available under the promissory note that was secured by the First DOT.

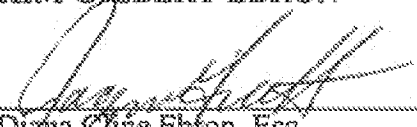
IT IS FURTHER ORDERED that title to the Property commonly known as 1076 Slate Crossing #2, Henderson, Nevada 89002; Parcel No. 179-34-713-236 is hereby quieted in favor of SFR Investments Pool 1, LLC.

IT IS SO ORDERED.

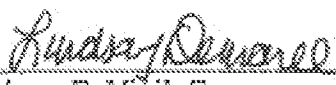
DATED this 25 day of October, 2016.

Nancy L. Alf  
DISTRICT COURT JUDGE

Respectfully Submitted By:  
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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**August 11, 2015**

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A-12-672963-C	SFR Investments Pool 1 LLC, Plaintiff(s) vs. Venta Realty Group, Defendant(s)
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**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**

- PLAINTIFF'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**

**July 14, 2016**

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A-12-672963-C	SFR Investments Pool 1 LLC, Plaintiff(s)
	vs.
	Venta Realty Group, Defendant(s)

---

**July 14, 2016**

**10:00 AM**

**Motion**

**HEARD BY:** Alf, Nancy

**COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Traci Rawlinson

**REPORTER:**

**PARTIES**

**PRESENT:**

Hanks, Karen

Attorney

Vigil, Abran E.

Attorney

**JOURNAL ENTRIES**

- Arguments by counsel regarding the merits of and opposition to the motion. COURT ORDERED, Motion to Extend Dispositive Motion Deadline and Continue Trial (Second Request to Continue Trial) GRANTED IN PART, trial date VACATED and set for a firm trial date after the Motion to Compel set before the Discovery Commissioner as that motion needs to be resolved first, Court will consider any orders shortening time on dispositive motions as long as there is fairness to both sides on the briefing. Court directed counsel to advise the Discovery Commissioner that she can shorten time on her recommendation after the August 10th hearing so if there are objections they will be handled immediately. Mr. Vigil to prepare the order and submit it to Ms. Hanks for approval.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**August 10, 2016**

---

A-12-672963-C	SFR Investments Pool 1 LLC, Plaintiff(s)
	vs.
	Venta Realty Group, Defendant(s)

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**August 10, 2016**

**9:00 AM**

**Motion to Exclude**

**HEARD BY:** Allf, Nancy

**COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Traci Rawlinson

**REPORTER:**

**PARTIES**

**PRESENT:**

Hanks, Karen  
Vigil, Abran E.

Attorney  
Attorney

**JOURNAL ENTRIES**

- Colloquy regarding the motion to compel. Upon inquiry by the Court, both counsel agreed they were prepared for the Discovery Commissioner to hear that motion. Court stated then they would only go forward on the motion to exclude. Arguments by counsel regarding the merits of and opposition to the motion. Court stated its findings and ORDERED, JPMorgan Chase Bank, N.A.'s Motion to Exclude Testimony of Michael Brunson DENIED. Ms. Hanks to prepare the order and submit it to opposing counsel for approval as to form.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**August 10, 2016**

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A-12-672963-C	SFR Investments Pool 1 LLC, Plaintiff(s) vs. Venta Realty Group, Defendant(s)
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**August 10, 2016**

**9:00 AM**

**All Pending Motions**

**HEARD BY:** Bulla, Bonnie

**COURTROOM:** RJC Level 5 Hearing Room

**COURT CLERK:** Jennifer Lott

**RECORDER:** Francesca Haak

**REPORTER:**

**PARTIES**

**PRESENT:**

Demaree, Lindsay C  
Ebron, Diana Cline

Attorney  
Attorney

**JOURNAL ENTRIES**

- JPMorgan Chase Bank, N.A.'s Motion to Compel SFR's Rule 30(b)(6) Deposition Testimony .....  
SFR's Countermotion for Protective Order Relating to Rule 30(b)(6) Deposition of SFR Investments  
Pool 1, LLC

In the future, counsel should file a Motion for Protective Order as discussed in Open Court.  
Colloquy re: NRCP 26, Rule 26(g), and the Shadow Wood case. COMMISSIONER  
RECOMMENDED, JPMorgan Chase Bank, N.A.'s Motion to Compel SFR's Rule 30(b)(6) Deposition  
Testimony is GRANTED IN PART; no fees or costs; SFR's Countermotion for Protective Order  
Relating to Rule 30(b)(6) Deposition of SFR Investments Pool 1, LLC is GRANTED IN PART; Topic  
14 - post sale disposition of property - if it relates to this property, if Pltf knew before the purchase  
what Pltf intended to do with the property or possible plans, the 30(b)(6) Deponent can address it  
(equitable inquiry on fairness); for this specific property and what did happen to it if the client  
knows; Ms. Demaree can ask the District Court Judge about other issues in Topic 14 as discussed.  
Arguments by counsel.

COMMISSIONER RECOMMENDED, financial arrange of Lease is PROTECTED; assets of Lessee is PROTECTED, and Contract between Lessor and Lessee is PROTECTED; financial information is PROTECTED; whether Pltf had a profit is PROTECTED. Commissioner advised Ms. Demaree to send Interrogatories as discussed.

COMMISSIONER RECOMMENDED, Topic 15 is PROTECTED; any or all damages SFR is seeking must be disclosed; Topics 16 and 17 are PROTECTED; Topic 18 is PROTECTED unless illegal activity; Topics 19 and 20 are PROTECTED; Topic 25 is limited to sale and use at issue in the case, and discussion before and after activities (what SFR knew); Topic 25 was not in dispute, but Commissioner limited it; Topic 28 - related to the property at issue in this case; Topic 29 - anything related to the property prior to sale or at after use of property is fine - anything that discusses this litigation is irrelevant and PROTECTED.

Karen Hanks, Esquire, and Abe Vigil, Esquire, present.

COMMISSIONER RECOMMENDED, terms and conditions of the Lease are PROTECTED; as it relates to information Ms. Hanks placed on the record, if in this case the Lease was made with whatever knowledge SFR had about the Bank's Deed of Trust, that paragraph only can be discussed, but redact financial information, and the rest of Lease and terms and conditions are PROTECTED.

Arguments by counsel. Colloquy re: the Shadow Wood Decision. Commissioner advised counsel to go back through the Topics; if something was not addressed or answered properly, go back over Topics 13, 15, and 26. Have another 2.34 conference before completing the 30(b)(6) deposition. If there are problems at depositions, contact Commissioner by conference call.

Ms. Demaree to prepare the Report and Recommendations, and Ms. Ebron to approve as to form and content. A proper report must be timely submitted within 10 days of the hearing. Otherwise, counsel will pay a contribution. Ms. Demaree to appear at status check hearing to report on the Report and Recommendations.

9/16/16 11:00 a.m. Status Check: Compliance

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**September 15, 2016**

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A-12-672963-C	SFR Investments Pool 1 LLC, Plaintiff(s)
	vs.
	Venta Realty Group, Defendant(s)

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**September 15, 2016    10:30 AM            Motion for Summary  
Judgment**

**HEARD BY:**    Allf, Nancy

**COURTROOM:**    RJC Courtroom 03A

**COURT CLERK:**    Nicole McDevitt

**RECORDER:**    Patti Slattery

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Demaree, Lindsay C	Attorney
	Gilbert, Jacqueline	Attorney

**JOURNAL ENTRIES**

- Ms. Gilbert stated Defendant's motion for summary judgment is upcoming, however, SFR Investment pool 1 LLC has requested summary judgment to all claims and if this motion for summary judgment is granted it would render Defendant's motion moot. Ms. Demaree requested this matter be pushed back to be heard at the time of the other motion for summary judgment. Ms. Demaree stated she also has an objection to the discovery commissioner's report and recommendations. Colloquy between Court and Ms. Demaree regarding why the objection to the discovery commissioner's report and recommendations affects Defendant. Court stated that based on the third stipulation to extend discovery, Court would hear the motion for summary set for today. Arguments by counsel regarding the merits of and opposition to the motion. Court stated its findings and ORDERED, SFR Investments Pool 1 LLC's Motion for Summary Judgment GRANTED. Plaintiff to prepare the order and submit to opposing counsel for approval.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**November 17, 2016**

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A-12-672963-C      SFR Investments Pool 1 LLC, Plaintiff(s)  
vs.  
Venta Realty Group, Defendant(s)

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**November 17, 2016      9:30 AM      Motion to Retax**

**HEARD BY:** Allf, Nancy      **COURTROOM:** RJC Courtroom 03A

**COURT CLERK:** Nicole McDevitt

**RECORDER:** Traci Rawlinson

**REPORTER:**

**PARTIES**

**PRESENT:** Clayton, Zachary      Attorney  
Vigil, Abran E.      Attorney

**JOURNAL ENTRIES**

- Arguments by counsel regarding the merits of and opposition to the motion. Court stated its findings and ORDERED, JPMorgan Chase Bank, N.A.'s Motion to Retax SFR's claimed Costs GRANTED IN PART, DENIED IN PART as follows, with regard to the filing fees requested they will be limited to everything except the February 2013 and January 2013 eviction notices of \$75.95, with regard to the extra report the full fee of 1,860.00 will be GRANTED, request for parking DENIED. Mr. Vigil to prepare the order.



**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: December 1, 2016**  
**CASE: A-12-672963-C**

**RE CASE:** SFR INVESTMENTS POOL 1, LLC vs. VENTA REALTY GROUP; JP MORGAN CHASE BANK, N.A., a national association, successor by merge to CHASE HOME FINANCE LLC; NATIONAL DEFAULT SERVICING CORPORATION; DELANIE L. HARNED

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.*

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**\*\*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; FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER; NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

SFR INVESTMENTS POOL 1, LLC,

Plaintiff(s),

vs.

VENTA REALTY GROUP; JP MORGAN CHASE BANK, N.A., a national association, successor by merge to CHASE HOME FINANCE LLC; NATIONAL DEFAULT SERVICING CORPORATION; DELANIE L. HARNED,

Defendant(s),

Case No: A-12-672963-C

Dept No: XXVII

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 1 day of December 2016.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk