

CLERK OF THE COURT

Electronically Filed
Dec 12 2016 03:00 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

1 **NOAS**
2 ROGER P. CROTEAU, ESQ.
3 Nevada Bar No. 4958
4 TIMOTHY E. RHODA, ESQ.
5 Nevada Bar No. 7878
6 ROGER P. CROTEAU & ASSOCIATES, LTD.
7 9120 West Post Road, Suite 100
8 Las Vegas, Nevada 89148
9 (702) 254-7775
10 (702) 228-7719 (facsimile)
11 croteaulaw@croteaulaw.com
12 **Attorney for Plaintiff**
13 **LAS VEGAS DEVELOPMENT GROUP, LLC**

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 ***

11 LAS VEGAS DEVELOPMENT GROUP, LLC,)
12 a Nevada limited liability company,)
13)
14 Plaintiff,)
15 vs.)
16 JAMES R. BLAHA, an individual; BANK OF)
17 AMERICA, NA, a National Banking)
18 Association, as successor by merger to BAC)
19 HOME LOANS SERVICING, LP;)
20 RECONTRUST COMPANY NA, a Texas)
21 corporation; JOSE PEREZ, JR. an individual;)
22 EZ PROPERTIES, LLC, a Nevada limited)
23 liability company; K&L BAXTER FAMILY)
24 LIMITED PARTNERSHIP, a Nevada limited)
25 partnership; FCH FUNDING, INC, an unknown)
26 corporate entity; DOE individuals I through)
27 XX; and ROE CORPORATIONS I through)
28 XX,)
Defendants.)

Case No. A-15-715532-C
Dept. No. XXX

23 **NOTICE OF APPEAL**

24 **NOTICE IS HEREBY GIVEN** that the Plaintiff, LAS VEGAS DEVELOPMENT
25 GROUP, LLC, by and through its attorneys, ROGER P. CROTEAU & ASSOCIATES, LTD.,
26 hereby appeals to the Supreme Court of the State of Nevada from (1) the Order Granting James
27 R. Blaha and Noble Home Loans, Inc.'s Motion for Summary Judgment and All Joinders

ROGER P. CROTEAU & ASSOCIATES, LTD.

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There to, entered on or about October 5, 2016; and (2) the Order Denying Plaintiff's Motion to Alter or Amend Judgment; for Reconsideration; and for Clarification, entered on or about November 30, 2016.

DATED this 1st day of December, 2016.

ROGER P. CROTEAU & ASSOCIATES, LTD.

/s/ Timothy E. Rhoda
ROGER P. CROTEAU, ESQ.
Nevada Bar No. 4958
TIMOTHY E. RHODA, ESQ.
Nevada Bar No. 7878
9120 West Post Road, Suite 100
Las Vegas, Nevada 89148
(702) 254-7775
Attorney for Plaintiff
LAS VEGAS DEVELOPMENT GROUP, LLC

CERTIFICATE OF SERVICE

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee of ROGER P. CROTEAU & ASSOCIATES, LTD. and that on the 1st day of December, 2016, I caused a true and correct copy of the foregoing document to be served on all parties as follows:

X VIA ELECTRONIC SERVICE: through the Eighth Judicial District Court's Odyssey e-file and serve system.

Akerman LLP	
Contact	Email
Akerman Las Vegas Office	akermanlas@akerman.com
Brienne Siriwan	brienne.siriwan@akerman.com
Darren T. Brenner, Esq.	darren.brenner@akerman.com
William S. Habdas, Esq.	William.Habdas@akerman.com

Kolesar and Leatham	
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Brittany Wood	bwood@klnevada.com
Ryan T. Gormley, Esq.	rgormley@klnevada.com
Susan A. Owens	sowens@klnevada.com

Law Offices of Kevin R. Hansen	
Contact	Email
Amanda Harmon	amandah@kevinrhansen.com
Amy M. Wilson, Esq	amy@kevinrhansen.com
Kevin R. Hansen, Esq	kevin@kevinrhansen.com

____ VIA U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, addressed as indicated on service list below in the United States mail at Las Vegas, Nevada.

____ VIA FACSIMILE: by causing a true copy thereof to be telecopied to the number indicated on the service list below.

____ VIA PERSONAL DELIVERY: by causing a true copy hereof to be hand delivered on this date to the addressee(s) at the address(es) set forth on the service list below.

/s/ Timothy E. Rhoda
An employee of ROGER P. CROTEAU &
ASSOCIATES, LTD.

DEPARTMENT 30
CASE SUMMARY
CASE NO. A-15-715532-C

Las Vegas Development Group LLC, Plaintiff(s)
vs.
James Blaha, Defendant(s)

§
§
§
§
§

Location: **Department 30**
 Judicial Officer: **Wiese, Jerry A.**
 Filed on: **03/19/2015**
 Case Number History:
 Cross-Reference Case Number: **A715532**

CASE INFORMATION

Case Type: **Other Title to Property**
 Case Flags: **Appealed to Supreme Court**
Jury Demand Filed
Automatically Exempt from Arbitration

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number	A-15-715532-C
Court	Department 30
Date Assigned	10/12/2015
Judicial Officer	Wiese, Jerry A.

PARTY INFORMATION


Plaintiff	Defendant	<i>Lead Attorneys</i>
Las Vegas Development Group LLC		Croteau, Roger P, ESQ <i>Retained</i> 702-254-7775(W)
	Bank of America NA	Brenner, Darren T. <i>Retained</i> 702-634-5000(W)
	Blaha, James R	Maurice, Aaron R. <i>Retained</i> 702-362-7800(W)
	EZ Properties LLC	Hansen, Kevin R. <i>Retained</i> 702-478-7777(W)
	FCH Funding Inc	Wood, Brittany <i>Retained</i> 702-362-7800(W)
	K&L Baxter Family Limited Partnership	Hansen, Kevin R. <i>Retained</i> 702-478-7777(W)
	Perez, Jose, Jr.	
	Recontrust CCompany NA	Brenner, Darren T. <i>Retained</i> 702-634-5000(W)

DATE


EVENTS & ORDERS OF THE COURT

INDEX


03/19/2015


 Lis Pendens
 Filed By: Plaintiff Las Vegas Development Group LLC
Lis Pendens


DEPARTMENT 30
CASE SUMMARY
CASE NO. A-15-715532-C


03/19/2015  Complaint
Filed By: Plaintiff Las Vegas Development Group LLC
Complaint


03/19/2015 Case Opened


04/17/2015  Affidavit
Filed By: Plaintiff Las Vegas Development Group LLC
Affidavit of Service - K and L Baxter Family Limited Partnership


04/20/2015  Affidavit
Filed By: Plaintiff Las Vegas Development Group LLC
Affidavit of Service - FCH Funding Inc


04/21/2015  Affidavit
Filed By: Plaintiff Las Vegas Development Group LLC
Affidavit of Service - Bank of America NA


05/01/2015  Affidavit of Service
Filed By: Plaintiff Las Vegas Development Group LLC
Affidavit of Service - Jose Perez Jr


05/04/2015  Acceptance of Service
Filed By: Plaintiff Las Vegas Development Group LLC
Acceptance of Service of Summons and Complaint


05/06/2015  Affidavit of Service
Filed By: Plaintiff Las Vegas Development Group LLC
Affidavit of Service - James R Blaha


05/11/2015  Initial Appearance Fee Disclosure
Filed By: Defendant Blaha, James R
Initial Appearance Fee Disclosure

05/11/2015  Answer to Complaint
Filed by: Defendant Blaha, James R
Defendants James R. Blaha and Noble Home Loans, Inc.'s (Formerly Known as FCH Funding Inc.) Answer to Complaint

06/01/2015  Initial Appearance Fee Disclosure
Filed By: Defendant EZ Properties LLC
Initial Appearance Fee Disclosure










06/01/2015  Answer to Complaint
Filed by: Defendant EZ Properties LLC
Defendant Ez Properties, LLC and K&L Baxter Family Limited Partnership Answer to Plaintiff's Complaint

07/06/2015  Initial Appearance Fee Disclosure
Filed By: Defendant Bank of America NA
Initial Appearance Fee Disclosure

07/06/2015  Notice of Appearance
Party: Defendant Bank of America NA

DEPARTMENT 30
CASE SUMMARY
CASE NO. A-15-715532-C

Notice of Appearance

- 07/08/2015  Default
Filed By: Plaintiff Las Vegas Development Group LLC
Default
- 07/08/2015  Notice of Entry
Filed By: Plaintiff Las Vegas Development Group LLC
Notice of Entry of Default Jose Perez Jr
- 07/20/2015  Answer
Filed By: Defendant Bank of America NA
Defendants Bank of America, N.A. and Recontrust Company, N.A.'s Answer To Plaintiff's Complaint
- 10/09/2015  Notice of Early Case Conference
Filed By: Plaintiff Las Vegas Development Group LLC
Notice of Early Case Conference
- 10/09/2015  Demand for Jury Trial
Filed By: Defendant Blaha, James R
Demand for Jury Trial
- 10/12/2015  Notice of Department Reassignment
Notice of Department Reassignment
- 10/12/2015  Peremptory Challenge
Filed by: Defendant Blaha, James R
Peremptory Challenge of Judge
- 11/13/2015  Stipulation and Order
Filed by: Defendant Blaha, James R
Stipulation and Order Regarding the Handling and Use of Confidential Information
- 11/20/2015  Notice of Entry of Order
Filed By: Defendant Blaha, James R
Notice of Entry of Order
- 11/23/2015  Joint Case Conference Report
Filed By: Plaintiff Las Vegas Development Group LLC
Joint Case Conference Report
- 01/13/2016  Notice to Appear for Discovery Conference
Notice to Appear for Discovery Conference
- 02/02/2016  **Discovery Conference** (9:30 AM) (Judicial Officer: Bulla, Bonnie)
- 03/16/2016  Scheduling Order
Scheduling Order
- 04/05/2016  Order Setting Jury Trial
Order Setting Jury Trial

DEPARTMENT 30
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- 08/09/2016  Motion for Summary Judgment
Filed By: Defendant Blaha, James R
James R. Blaha and Noble Home Loans, Inc.'s Motion for Summary Judgment
- 08/09/2016  Motion to Add Party
Filed By: Defendant Bank of America NA
Defendant Bank of America, N.A.'s Motion to Add Affirmative Defenses and to Add Parties and Assert Claims
- 08/16/2016  Joinder to Motion For Summary Judgment
Filed By: Defendant EZ Properties LLC
Defendants Ez Properties, Llc And K&L Baxter Family Limited Partnership Joinder To Defendants James R. Blaha And Noble Home Loans, Inc's Motion For Summary Judgment
- 08/16/2016  Joinder To Motion
Filed By: Defendant EZ Properties LLC
Defendants Ez Properties, Llc And K&L Baxter Family Limited Partnership Joinder To Defendant Bank Of America, N.A.'S Motion To Add Affirmative Defenses And To Add Parties And Assert Claims.
- 08/26/2016  Opposition to Motion For Summary Judgment
Filed By: Plaintiff Las Vegas Development Group LLC
Opposition to Motion for Summary Judgment
- 08/26/2016  Joinder to Motion For Summary Judgment
Filed By: Defendant Bank of America NA
Defendant Bank Of America, N.A.'S Joinder To Defendants James R. Blaha And Noble Home Loans, Inc.'s Motion For Summary Judgment
- 08/30/2016  Opposition to Motion
Filed By: Plaintiff Las Vegas Development Group LLC
Opposition to Motion to Add Affirmative Defenses and to Add Parties and Assert Claims
- 09/06/2016  Reply to Opposition
Filed by: Defendant Blaha, James R
James R. Blaha and Noble Home Loans, Inc.'s Reply to Plaintiff's Opposition to Motion for Summary Judgment
- 09/06/2016  Reply in Support
Filed By: Defendant Bank of America NA
Defendant Bank of America's Reply in Support of its Motion to Add Affirmative Defenses and to Add Parties and Assert Claims
- 09/13/2016 **Motion** (9:00 AM) (Judicial Officer: Wiese, Jerry A.)
Defendant Bank of America, N.A.'s Motion to Add Affirmative Defenses and to Add Parties and Assert Claims
- 09/13/2016 **Motion for Summary Judgment** (9:00 AM) (Judicial Officer: Wiese, Jerry A.)
- 09/13/2016 **Joinder** (9:00 AM) (Judicial Officer: Wiese, Jerry A.)
Defendants Ez Properties, Llc And K&L Baxter Family Limited Partnership Joinder To Defendant Bank Of America, N.A.'S Motion To Add Affirmative Defenses And To Add Parties And Assert Claims.
- 09/13/2016 **Joinder** (9:00 AM) (Judicial Officer: Wiese, Jerry A.)
Defendants EZ Properties LLC and K&L Baxter Family Limited Partnership Joinder to Defendants James R Blaha and Noble Home Loans Inc's Motion for Summary Judgment

DEPARTMENT 30
CASE SUMMARY
CASE NO. A-15-715532-C

09/13/2016 **Joinder** (9:00 AM) (Judicial Officer: Wiese, Jerry A.)
Defendant Bank Of America, N.A.'S Joinder To Defendants James R. Blaha And Noble Home Loans, Inc.'s Motion For Summary Judgment

09/13/2016  **All Pending Motions** (9:00 AM) (Judicial Officer: Wiese, Jerry A.)

10/05/2016  Notice of Entry of Order
Filed By: Defendant Blaha, James R
Notice of Entry of Order


10/05/2016  Findings of Fact, Conclusions of Law and Judgment
Filed by: Defendant Blaha, James R
Order Granting James R. Blaha and Noble Home Loans, Inc.'s Motion for Summary Judgment and All Joinders Thereto


10/05/2016  Memorandum of Costs and Disbursements
Filed By: Defendant Blaha, James R
Memorandum of Costs and Disbursements

10/05/2016 **Summary Judgment** (Judicial Officer: Wiese, Jerry A.)
Debtors: Las Vegas Development Group LLC (Plaintiff)
Creditors: James R Blaha (Defendant), Bank of America NA (Defendant), Recontrust Company NA (Defendant), Jose Perez, Jr. (Defendant), EZ Properties LLC (Defendant), K&L Baxter Family Limited Partnership (Defendant), FCH Funding Inc (Defendant)
Judgment: 10/05/2016, Docketed: 10/12/2016


10/11/2016  Notice of Motion
Filed By: Plaintiff Las Vegas Development Group LLC
Notice of Motion

10/11/2016  Motion to Amend Judgment
Filed By: Plaintiff Las Vegas Development Group LLC
Motion to Alter or Amend Judgment; for Reconsideration; and for Clarification






10/31/2016  Opposition to Motion
Filed By: Defendant Bank of America NA
Defendant Bank Of America, N.A.'S Opposition To Las Vegas Development Group, LLC's Motion To Alter Or Amend Judgment, For Reconsideration, Or For Clarification

10/31/2016  Opposition to Motion
Filed By: Defendant Blaha, James R
James R. Blaha and Noble Homes Loans, Inc.'s Opposition to Plaintiff's Motion to Alter or Amend Judgment; for Reconsideration; and for Clarification

11/01/2016  Joinder
Filed By: Defendant Blaha, James R
James R. Blaha and Noble Home Loans, Inc.'s Joinder to Bank of America, N.A.'s Opposition to Plaintiff's Motion to Alter or Amend Judgment; for Reconsideration; and for Clarification

11/02/2016  Joinder
Filed By: Defendant EZ Properties LLC
Defendants EZ Properties and K&L Baxter Joinder to Defendant Bank of America, NA's Opposition to Plaintiff's Motion to Alter or Amend Judgment, for reconsideration and for clarification.

DEPARTMENT 30
CASE SUMMARY
CASE NO. A-15-715532-C

11/02/2016	 Joinder Filed By: Defendant EZ Properties LLC <i>Defendants EZ Properties and K&L Baxter Family Limited Partnership Joinder to Defendants James R. Blaha and Noble Home Loans Inc Opposition to Plaintiff's Motion to Alter or Amend Judgment, for Reconsideration; and For Clarification.</i>
11/15/2016	 Motion to Amend Judgment (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Plaintiff's Motion to Alter or Amend Judgment; for Reconsideration; and for Clarification</i>
11/30/2016	 Order Denying Filed By: Defendant Blaha, James R <i>Order Denying Plaintiff's Motion to Alter or Amend Judgment; for Reconsideration; and for Clarification</i>
12/01/2016	 Notice of Entry of Order Filed By: Defendant Blaha, James R <i>Notice of Entry of Order</i>
12/01/2016	 Notice of Appeal Filed By: Plaintiff Las Vegas Development Group LLC <i>Notice of Appeal</i>
01/09/2017	<i>CANCELED</i> Pre Trial Conference (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated</i>
01/30/2017	<i>CANCELED</i> Calendar Call (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated</i>
02/06/2017	<i>CANCELED</i> Jury Trial (1:30 PM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated</i>

DATE	FINANCIAL INFORMATION	
	Defendant Bank of America NA	
	Total Charges	423.00
	Total Payments and Credits	423.00
	Balance Due as of 12/6/2016	0.00
	Defendant Blaha, James R	
	Total Charges	873.00
	Total Payments and Credits	873.00
	Balance Due as of 12/6/2016	0.00
	Defendant EZ Properties LLC	
	Total Charges	423.00
	Total Payments and Credits	423.00
	Balance Due as of 12/6/2016	0.00
	Defendant FCH Funding Inc	
	Total Charges	30.00
	Total Payments and Credits	30.00
	Balance Due as of 12/6/2016	0.00
	Defendant K&L Baxter Family Limited Partnership	
	Total Charges	30.00
	Total Payments and Credits	30.00
	Balance Due as of 12/6/2016	0.00
	Defendant Recontrust Company NA	
	Total Charges	30.00
	Total Payments and Credits	30.00

DEPARTMENT 30
CASE SUMMARY
CASE NO. A-15-715532-C

Balance Due as of 12/6/2016	0.00
Plaintiff Las Vegas Development Group LLC	
Total Charges	297.00
Total Payments and Credits	297.00
Balance Due as of 12/6/2016	0.00

Clark County Nevada

Case No. _____

(Assigned by Clerk's Office)

V I I I

I. Party Information		
Plaintiff(s) (name/address/phone): LAS VEGAS DEVELOPMENT GROUP, LLC , a Nevada limited liability company, Attorney (name/address/phone): ROGER P. CROTEAU & ASSOCIATES, LTD. 9120 W. POST ROAD, SUITE 100 LAS VEGAS, NEVADA 89148 (702) 254-7775	Defendant(s) (name/address/phone): JAMES R. BLAHA , an individual; BAC HOME LOANS SERVICING, LP , a Texas limited partnership; RECONTRUST COMPANY, NA , a Texas corporation; JOSE PEREZ, JR. , an individual; EZ PROPERTIES, LLC , a Nevada limited liability company; K & L BAXTER FAMILY LIMITED PARTNERSHIP , a Nevada limited partnership; FCH FUNDING, INC. , an unknown corporate entity; DOE individuals I through XX; and ROE CORPORATIONS I through XX, Attorney (name/address/phone):	
II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)		
Civil Case Filing Types		
Real Property	Torts	
Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input checked="" type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate	Construction Defect & Contract	Judicial Review/Appeal
Probate (<i>select case type and estate value</i>) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ		Other Civil Filing
Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant	<input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

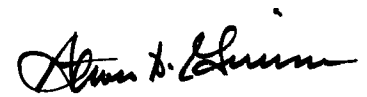
Business Court Filings should be filed using the Business Court civil coversheet

March 19, 2015

Date

/s/ *Timothy E. Rhoda*

Sig nature of initiating party or representative



CLERK OF THE COURT

1 **FFCL**
AARON R. MAURICE, ESQ.
2 Nevada Bar No. 006412
BRITTANY WOOD, ESQ.
3 Nevada Bar No. 007562
KOLESAR & LEATHAM
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5 Telephone: (702) 362-7800
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6 E-Mail: amaurice@klnevada.com
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7
8 Attorneys for Defendants
JAMES R. BLAHA and NOBLE HOME
9 LOANS, INC. formerly known as FCH
FUNDING, INC.

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 * * *

13 LAS VEGAS DEVELOPMENT GROUP, LLC,
14 a Nevada limited liability company,

15 Plaintiff,

16 vs.

17 JAMES R. BLAHA, an individual; BANK OF
AMERICA, NA, a National Banking
18 Association, as successor by merger to BAC
HOME LOANS SERVICING, LP;
19 RECONTRUST COMPANY NA, a Texas
corporation; JOSE PEREZ, JR. an individual;
20 EZ PROPERTIES, LLC, a Nevada limited
liability company; K&L BAXTER FAMILY
21 LIMITED PARTNERSHIP, a Nevada limited
partnership; FCH FUNDING, INC., an
22 unknown corporate entity; DOE individuals I
through XX; and ROE CORPORATIONS I
23 through XX,

24 Defendants.

CASE NO. A-15-715532-C

DEPT NO. XXX

**ORDER GRANTING JAMES R.
BLAHA AND NOBLE HOME
LOANS, INC.'S MOTION FOR
SUMMARY JUDGMENT AND ALL
JOINDERS THERETO**

25 James R. Blaha and Noble Home Loans, Inc.'s Motion for Summary Judgment and,
26 Defendants Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP,
27 and Recontrust Company, NA's (collectively "BANA Defendants") and Defendants EZ
28 Properties, LLC and K&L Baxter Limited Partnership's (collectively "EZ Defendants") Joinders

KOLESAR & LEATHAM
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

1 thereto having come on for hearing on the 13th day of September 2016, James R. Blaha and
2 Noble Home Loans, Inc. (collectively the “Blaha Defendants”) having appeared through their
3 attorney of record, Aaron R. Maurice, of the law firm of Kolesar & Leatham; Plaintiff, Las
4 Vegas Development Group, LLC (“LVDG”), having appeared through its attorney of record,
5 Roger P. Croteau, of the law firm of Roger P. Croteau & Assoc., Ltd.; the BANA Defendants
6 having appeared through their attorney of record, William S. Habdas, of the law firm of
7 Akerman, LLP; and the EZ Defendants having appeared through their attorney of record, Amy
8 Wilson, of the Law Offices of Kevin R. Hansen; the Court having reviewed the papers and
9 pleadings on file herein and having carefully considered the same; the Court having heard the
10 oral arguments of counsel; the Court being fully advised in the premises, and good cause
11 appearing therefore:

12 I.

13 **UNDISPUTED MATERIAL FACTS**

14 1. On March 28, 2007, a deed of trust (“Perez Deed of Trust”) was recorded
15 securing a home loan in the amount of \$456,000 on property commonly known as 7639
16 Turquoise Stone Ct., Las Vegas, NV 89113, APN 176-10-213-042 (“Property”), showing Jose
17 Perez Jr. as the borrower; Countrywide Bank, FSB (“Countrywide”) as the lender; Recontrust
18 Company, N.A. (“Recontrust”) as the trustee; and Mortgage Electric Registration Systems, Inc.
19 (“MERS”) as the beneficiary of record, acting solely as nominee for Countrywide and its
20 successors and assigns.

21 2. Three years later, on April 12, 2010, the Nevada Trails II Homeowners
22 Association (“Nevada Trails”) recorded a Notice of Delinquent Assessment Lien against the
23 Property, asserting a delinquency in the amount of \$908.

24 3. The Notice of Delinquent Assessment Lien failed to identify the amount, if any,
25 of an alleged super-priority lien.

26 4. On July 23, 2010, Nevada Trails recorded a Notice of Default and Election to Sell
27 Under Notice of Delinquent Assessment Lien, asserting a delinquency in the amount of \$1,917.
28

1 5. The Notice of Default failed to identify the amount, if any, of an alleged super-
2 priority lien.

3 6. On September 16, 2010, counsel for BAC Home Loans Servicing ("BAC") sent
4 correspondence to Absolute Collection Services, LLC in response to the Notice of Default and
5 Election to Sell Under Notice of Delinquent Assessment Lien.

6 7. The correspondence acknowledged:

7 [A] portion of your HOA lien is arguably senior to BAC's first deed
8 of trust, specifically the nine months of assessments for common
9 expenses incurred before the date of your notice of delinquent
10 assessment dated July 21, 2010. . . . It is unclear, based on the
11 information known to date, what amount the nine months' of
12 common assessments pre-dating the NOD actually are. That
13 amount, whatever it is, is the amount BAC should be required to
14 rightfully pay to fully discharge its obligations to the HOA per NRS
15 116.3102 and my client hereby offers to pay that sum upon
16 presentation of adequate proof of the same by the HOA.

17 Please let me know what the status of any HOA lien foreclosure
18 sale is, if any. My client does not want these issues to be further
19 exacerbated by the wrongful HOA sale that and it is my client's
20 goal and intent to have the issues resolved as soon as possible.
21 Please refrain from taking any further action to enforce the HOA
22 lien until my client and the HOA have had an opportunity to speak
23 to attempt to fully resolve all issues.

24 8. Absolute Collection Services, LLC responded to the September 16, 2010
25 correspondence, rejecting BAC's assertion that it was entitled to tender a nine-month priority
26 payment before a foreclosure by BAC, stating, in relevant part:

27 I am making you aware that it is our view that without the action of
28 foreclosure, a 9 month Statement of Account is not valid. At this
time, I respectfully request that you submit the Trustees Deed
Upon Sale showing your client's possession of the property and the
date that it occurred. At that time, we will provide a 9 month super
priority lien Statement of Account.

As discussed, any Statement of Account from us will show the
entire amount owed. We intend to proceed on the above-
mentioned account up to and including foreclosure. All such
notifications have been and will be sent to all interested parties.
We recognized your client's position as the first mortgage
company as the senior lien holder. Should you provide us with a
recorded Notice of Default or Notice of Sale, we will hold our
action so your client may proceed.

- 1 9. On October 27, 2010, Perez filed a Chapter 7 Bankruptcy as Case Number 10-
2 30260-lbr.
- 3 10. On October 28, 2010, in violation of the automatic stay, Nevada Trails recorded a
4 Notice of Trustee's Sale, asserting a delinquency in the amount of \$2,989.
- 5 11. The Notice of Trustee's Sale failed to identify the amount, if any, of an alleged
6 super-priority lien.
- 7 12. On February 28, 2011, Nevada Trails recorded a second Notice of Trustee's Sale,
8 asserting a delinquency in the amount of \$4,446.
- 9 13. The Notice of Trustee's Sale failed to identify the amount, if any, of an alleged
10 super-priority lien.
- 11 14. The Notice of Trustee's Sale also failed to account for any discharge of the debt
12 pursuant to the Perez bankruptcy.
- 13 15. On April 12, 2011, LVDG purchased the Property at a foreclosure sale conducted
14 under the authority granted by NRS Chapter 116 ("HOA Foreclosure Sale") for \$5,200.01.
- 15 16. On April 14, 2011, a Corporation Assignment of Deed of Trust was recorded
16 reflecting that the Perez Deed of Trust had been assigned to BAC Home Loans Servicing, LP
17 formerly known as Countrywide Home Loans Servicing LP.
- 18 17. On April 14, 2011, the trustee of the Perez Deed of Trust recorded a Notice of
19 Default and Election to Sell Under Deed of Trust.
- 20 18. On April 20, 2011, a Release of Lien was recorded, rescinding the Notice of
21 Delinquent Assessment Lien recorded on April 12, 2010.
- 22 19. On August 9, 2011, a State of Nevada Foreclosure Mediation Program Certificate
23 was recorded, authorizing the beneficiary of the Perez Deed of Trust to proceed with the
24 foreclosure.
- 25 20. On August 9, 2011, a Notice of Trustee's Sale was recorded, noticing a sale of the
26 Property for August 29, 2011.
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1 21. On August 29, 2011, the trustee of the Perez Deed of Trust sold the Property at a
2 public auction conducted under the authority granted by NRS Chapter 107 (the "Deed of Trust
3 Foreclosure Sale").

4 22. On September 19, 2011, a Trustee's Deed upon Sale was recorded reflecting that
5 EZ Properties, LLC ("EZ") had purchased the Property at the NRS Chapter 107 Deed of Trust
6 Foreclosure Sale for \$151,300.

7 23. On September 30, 2011, James R. Blaha ("Blaha") purchased the Property from
8 EZ for \$208,000.

9 24. Three months later, Blaha obtained a loan in the amount of \$162,000 from Noble
10 Home Loans, Inc., formerly known as FCH Funding, Inc. The loan was secured by the Property.

11 25. Blaha has been the record title holder of the Property since September 30, 2011.

12 26. During the five months in which title to the Property was vested in the name of
13 LVDG, LVDG spent no money improving the Property.

14 27. Rather, LVDG only spent \$257 maintaining the Property – paying one power bill
15 and four HOA assessments. With regard to these expenses, LVDG testified as follows:

16 Q. It looks like there's one entry for NV Energy and that was
17 on June 3rd, 2011. Do you see that?

18 A. Okay.

19 Q For \$32?

20 A. Right.

21 Q. Any understanding as to why there are no entries for water,
22 sewer, any of the other normal and customary expenses that would
23 go with property ownership?

24 A. No, not for sure. The – typically the electric was the first thing
25 you needed to get in there if you were going to look at a property
26 and keep the air conditioner on or whatever. I mean, that's the first
27 bill we turned on is Nevada Energy, and then maybe water if we
28 needed to. But not knowing what we did with this property, I can't
tell you why we did – we didn't go – I mean, we may have looked
at this property and it took too much work or too much money or
in a foreclosure. I don't know.

27 Q. Right.

28 A. I don't know.

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Q. But you don't see anything here reflecting that any property taxes were paid or sewer fees or garbage. Correct?

A. No.

Q. According to my math, it looks like \$257 total was spent by Las Vegas Development Group, other than legal fees, in connection with this property. Do you agree with that?

A. Yep. That looks right.

28. LVDG never purchased homeowner's insurance for the Property.

29. In the 2010 to 2011 time-period, LVDG would frequently sell properties purchased at HOA foreclosures to lenders that asserted an interest in the property for double the amount LVDG had paid at the HOA foreclosure sale.

30. During the 2010 to 2011 time-period, LVDG determined that the cost of establishing free and clear title to all of the properties purchased by LVDG at HOA foreclosure sales was too expensive

31. LVDG purchased approximately 200 properties at HOA foreclosure sales. As such, LVDG elected to walk away from some of its investments rather than litigate with the secured lenders. Specifically, LVDG testified:

Well, at the early stage we really looked at the huge cost of litigation and didn't know where we stand. I mean, we felt we were right but we didn't know where the answer was going to be, and it was a big giant we were fighting and we weren't deciding which way we were going. What we tried at first – the first thing is let's see if we can get them to either stop or buy us out and move on, and the last thing was just let it go. I mean, at some point litigation costs got so expensive that we, at that stage, walked away from it.

32. With regard to the Property in this litigation, LVDG did not take any steps to try to enjoin BANA from foreclosing on the Perez Deed of Trust.

33. Similarly, prior to filing this action, LVDG took no action to attempt to set aside the NRS Chapter 107 Deed of Trust Foreclosure Sale.

34. Moreover, LVDG took no steps to prevent EZ from encumbering or selling the Property following its purchase at the NRS Chapter 107 Deed of Trust Foreclosure Sale.

1 35. Similarly, LVDG took no action to prevent Blaha from taking title to the
2 Property.

3 36. LVDG also took no action to prevent Blaha from obtaining financing secured by
4 the Property.

5 37. After the NRS Chapter 107 Deed of Trust Foreclosure, LVDG stopped paying the
6 HOA association fees.

7 38. As to the reason why LVDG stopped paying association fees, LVDG testified:

8 Q. Do you know why the Las Vegas Development Group stopped
9 paying association fees in August of 2011 with respect to the
10 property?

11 A. I assume because there is a disputed owner and the HOA takes
12 the dues from the recorded owner, and the recorder showed the
13 recorded owner to be somebody different. I don't know if they
14 even would have accepted it.

15 39. In 2011, LVDG was aware that there was a dispute with respect to the issue of
16 whether an HOA foreclosure sale could extinguish a prior recorded deed of trust. For this
17 reason, LVDG retained legal counsel to send correspondence to beneficiaries of deeds of trust
18 secured by real property that LVDG purchased at NRS Chapter 116 foreclosure sales.

19 40. By 2012, LVDG was represented by legal counsel in Nevada retained to actively
20 defend LVDG's title to real property purchased by LVDG at NRS Chapter 116 foreclosure sales.

21 41. When asked to explain why LVDG waited until March 19, 2015, to take any
22 action to challenge the NRS Chapter 107 Deed of Trust Foreclosure Sale, LVDG testified as
23 follows:

24 Q. The question is: Why did Las Vegas Development Group wait
25 more than three years after all of the events that it seeks to – or all
26 the conveyances that it seeks to set aside to bring this lawsuit?

27 A. I don't know what to say. He's telling me not to answer, so...

28 Q. I don't think he's telling you not to answer this question.

MR. CROTEAU: Whatever. Answer it. It doesn't matter. None of
this matters. Answer it.

A. We dealt with properties that we were in the process of buying
or being foreclosed on. That's stuff that had already happened

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before we got attorneys involved. We were – we had our hands full taking care of that, and we came back to this knowing it was always here when we had more time with our attorneys.

42. Despite the fact that Blaha has been the record title holder of the Property since September 30, 2011, on March 19, 2015 – 1,298 days after the Deed of Trust Foreclosure Sale – LVDG filed a Complaint seeking to rescind the NRS Chapter 107 Deed of Trust Foreclosure Sale.

43. The following day, LVDG recorded a Lis Pendens.

44. In its Complaint, LVDG claims that the NRS Chapter 107 Deed of Trust Foreclosure Sale was void because the HOA Foreclosure Sale extinguished the Perez Deed of Trust.

45. LVDG’s Complaint offers no explanation as to why LVDG took no steps to stop the NRS Chapter 107 Deed of Trust Foreclosure Sale or why, immediately thereafter, LVDG did not take steps to have the NRS Chapter 107 Deed of Trust Foreclosure Sale set aside within the 90 day period provided by NRS 107.080(5)-(6).

II.

STANDARD OF REVIEW

1. NRC 56(c) provides that summary judgment shall be granted when, after a review of the record viewed in the light most favorable to the non-moving party, there are no remaining genuine issues of material fact and the moving party is entitled to judgment as a matter of law. Wood v. Safeway, Inc., 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005). “A genuine issue of material fact is one where the evidence is such that a reasonable jury could return a verdict for the non-moving party.” Posadas v. City of Reno, 109 Nev. 448, 452, 851 P.2d 438, 441 (1993).

2. In determining whether summary judgment is appropriate, the Court applies a burden-shifting analysis. Cuzze v. Univ. & Cmty. Coll. Sys. of Nevada, 123 Nev. 598, 602-03, 172 P.3d 131, 134 (2007). If – as in the present case – “the nonmoving party will bear the burden of persuasion at trial, the party moving for summary judgment may satisfy the burden of

1 production by either (1) submitting evidence that negates an essential element of the nonmoving
2 party's claim, or (2) pointing out that there is an absence of evidence to support the nonmoving
3 party's case." Id. (internal quotations omitted).

4 3. If the moving party satisfies its burden, the burden then shifts to the nonmoving
5 party who "must transcend the pleadings and, by affidavit or other admissible evidence,
6 introduce specific facts that show a genuine issue of material fact." Id. The evidence submitted
7 by the nonmoving party must be relevant and admissible, and he or she "is not entitled to build a
8 case on the gossamer threads of whimsy, speculation and conjecture." Collins v. Union Fed.
9 Sav. & Loan Ass'n, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983) (internal quotations omitted).

10 III.

11 **CONCLUSIONS OF LAW**

12 1. LVDG's Complaint seeks to set aside the NRS Chapter 107 Deed of Trust
13 Foreclosure Sale that took place on August 29, 2011, and all subsequent transfers of the Property
14 – including Blaha's September 30, 2011 purchase of the Property.

15 2. LVDG's Complaint asserts five causes of action against the Blaha Defendants: (1)
16 Quiet Title; (2) Equitable Mortgage; (3) Slander of Title; (4) Equitable Relief – Wrongful
17 Foreclosure; and (5) Equitable Relief – Rescission. Each cause of action is premised upon the
18 allegation that the HOA Foreclosure Sale extinguished the Perez Deed of Trust such that the
19 NRS Chapter 107 Deed of Trust Foreclosure Sale and all subsequent transfers in the Property
20 should be set aside by this Court. For this reason, the statute of limitation imposed by NRS
21 107.080(5) applies to each of LVDG's claims.

22 3. Additionally, LVDG's slander of title claim is barred by the two-year statute of
23 limitation imposed by NRS 11.190(4)(c) as LVDG waited 1,298 days from the NRS Chapter 107
24 Deed of Trust Foreclosure Sale to file its Complaint. See Spilsbury v. U.S. Specialty Ins. Co.,
25 2015 WL 476228, 2:14-cv-00820-GMN-GWF (D. Nev. Feb. 4, 2015) (Nevada's statute of
26 limitation for slander of title is two years).

27 4. The Nevada Supreme Court has acknowledged the public policy considerations
28 that form the basis for any statute of limitation. See Winn v. Sunrise Hosp. & Medical Center,

1 128 Nev. Adv. Op. 23, ___, 277 P.3d 458, 465 (Nev. 2012). Specifically, the Nevada Supreme
2 Court has recognized that limitation periods imposed by the Legislature are meant to “provide a
3 concrete time frame within which a plaintiff must file a lawsuit and after which a defendant is
4 afforded a level of security.” Id. (citing Peterson v. Bruen, 106 Nev. 271, 274, 792 P.2d 18, 19
5 (Nev. 1990)). In this regard, statutes of limitation “stimulate activity, punish negligence and
6 promote repose by giving security and stability to human affairs.” Id.

7 5. NRS 107.080(5)-(6) creates a statute of limitations for challenging a nonjudicial
8 foreclosure sale. NRS 107.080(5) has been amended several times in recent years. The
9 applicable version of NRS 107.080(5) in this case stated in relevant part:

10 Every sale made under the provisions of this section and other
11 sections of this chapter vests in the purchaser the title of the
12 grantor and any successors in interest without equity or right of
13 redemption. A sale made pursuant to this section **may**¹ be declared
14 void by any court of competent jurisdiction in the county where the
15 sale took place if:

- 16 (a) The trustee or other person authorized to make the sale
17 does not substantially comply with the provisions of this
18 section or any applicable provision of NRS 107.086 and
19 107.087;
- 20 (b) Except as otherwise provided in subsection 6, an action is
21 commenced in the county where the sale took place within
22 **90 days**² after the date of the sale; and
- 23 (c) A notice of lis pendens providing notice of the pendency of
24 the action is recorded in the office of the county recorder of
25 the county where the sale took place within **30 days**³ after
26 commencement of the action.

27 (Emphasis added to highlight statutory changes).

28 6. A foreclosure sale terminates all other legal and equitable interests in the land.
Charmicor, Inc. v. Bradshaw Fin. Co., 92 Nev. 310, 313, 550 P.2d 413 (Nev. 1976)(legal
interest); McCall v. Carlson, 63 Nev. 390, 406–07, 172 P.2d 171 (Nev. 1946)(equitable interest).

¹ NRS 107.080(5) was amended to change “may” to “must.” effective October 1, 2011. 2011 Nev. Stat., ch. 81, A.B. 284, § 5 at 334. The October 1, 2011 amendment only applies “to a notice of default and election to sell which is recorded on or after July 1, 2011.” See A.B. 284. Here, the version of NRS 107.080(5) using the word “may” applies because the Notice of Default and Election to Sell Pursuant to the Deed of Trust was recorded on April 14, 2011.

² NRS 107.080(5)(b) was amended to change the 90 days to 45 days, effective October 1, 2013. 2013 Nev. Stat., ch. 403, SB 321, § 5 at 2197.

³ NRS 107.080(5)(c) was amended to change the 30 days to 15 days, effective October 1, 2013. 2013 Nev. Stat., ch. 403, SB 321, § 5 at 2197.

1 As such, once the sale is completed, title vests in the purchaser without equity or right of
2 redemption. See 107.080(5); see also Michniak v. Argent Mortg. Co., LLC, 2012 WL 6588912
3 (unpublished)(Nev. Dec. 14, 2012).

4 7. A party cannot challenge a nonjudicial foreclosure sale outside of the time limits
5 provided in NRS 107.080(5)-(6). See Bldg. Energetix Corp. v. EHE, LP, 129 Nev. Adv. Op. 6,
6 294 P.3d 1228, 1234 (2013) (“NRS 107.080(5)(a)-(c) and NRS 107.080(6) enumerate the limited
7 instances in which a nonjudicial foreclosure sale may be made void”); Kim v. Kearney, 838 F.
8 Supp. 2d 1077 (D. Nev. 2012) (dismissing plaintiff’s quiet title complaint because plaintiff failed
9 to file an action to set aside the sale within ninety days of the date of sale), aff’d, ___ Fed. Appx.
10 ___, 2013 WL 6172290 (9th Cir. Nov. 26, 2013); Michniak v. Argent Mortg. Co., LLC, 2012 WL
11 6588912 (Nev. December 14, 2012) (“The title set forth in the trustee’s deed upon sale was
12 conclusive and beyond challenge once the time period set forth in NRS 107.080 had lapsed. The
13 trustee’s deed upon sale conclusively vested title in the purchaser, and as a matter of law
14 appellant’s claim for quiet title based on wrongful foreclosure fails.”); Chattem v. BAC Home
15 Loan Servicing LP, No. 2:11-CV-01727-KJD, 2012 WL 4795663 (D. Nev. Oct. 9, 2012)
16 (dismissing action to set aside foreclosure sale where action was commenced 109 days after the
17 foreclosure sale in violation of NRS 107.080(5)); Guertin v. OneWest Bank, FSB, 2:11-CV-
18 1531 JCM, 2012 WL 3133736 (D. Nev. July 31, 2012) (dismissing claims for statutorily
19 defective foreclosure and quiet title where action was not brought within ninety days of sale);
20 Willis v. Federal Nat. Mortg. Ass’n, 512 Fed. Appx. 723, 2013 WL 1150755 (9th Cir. 2013)
21 (upholding the district court’s dismissal of plaintiffs’ quiet title claim because plaintiffs did not
22 allege facts showing that they were not in default when defendants initiated non-judicial
23 foreclosure proceedings and further holding that, to the extent the plaintiffs sought to allege a
24 claim for wrongful foreclosure, the district court properly determined that this claim would have
25 been time-barred by the ninety day statute of limitation imposed by NRS 107.080(5)(b));
26 Haischer v. Mortgage Elec. Registration Sys., Inc., 2012 WL 4194076, at *4 (D. Nev. Sept. 17,
27 2012) (dismissing plaintiff’s wrongful foreclosure claim because the plaintiff failed to file an
28 action to set aside the sale within the time constraints imposed by NRS 107.080(5)-(6)).

1 8. Thus, both the Ninth Circuit and the Nevada Supreme Court have recognized that
2 a party seeking to set aside a sale conducted pursuant to NRS Chapter 107 cannot simply choose
3 to plead its claims in such a way as to avoid having to comply with the provisions of NRS
4 107.080(5)-(6).

5 9. In rendering their decisions, both courts furthered the legislative intent behind
6 NRS 107.080(5)-(6), which was enacted to encourage the free transferability of title following
7 foreclosure sales. See Legislative History for S.B. 217 (2007) and S.B. 483 (2007)(incorporating
8 the revision to NRS Chapter 107 proposed by S.B. 217).

9 10. The 2007 amendment to NRS Chapter 107 was enacted to bring clarity to the
10 statute's provision with respect to actions brought to set aside foreclosure sales to once again
11 encourage the free transferability of title to real property following a foreclosure sale conducted
12 pursuant to NRS Chapter 107.

13 11. Here, the NRS Chapter 107 Deed of Trust Foreclosure Sale that LVDG seeks to
14 set aside was conducted on August 29, 2011. LVDG admitted that it stopped paying HOA
15 assessments on the Property in August of 2011, because of the NRS Chapter 107 Foreclosure
16 Sale. However, LVDG failed to take any action to set aside the sale until March 19, 2015 – 1,298
17 days after the NRS Chapter 107 Deed of Trust Foreclosure Sale.

18 12. Instead of taking action to protect any interest LVDG may have had in the
19 Property, LVDG elected to do nothing for years. During the three-and-a-half-year period in
20 which LVDG failed to take any action to protect its interest in the Property, the Property was
21 sold twice – once at the NRS Chapter 107 Deed of Trust Foreclosure Sale and then again on
22 September 30, 2011, to Blaha.

23 13. LVDG – who had purchased approximately 200 other properties through
24 foreclosure sales – had both the knowledge and ability to take the legal action necessary to
25 protect its \$5,200.01 investment. However, instead of complying with NRS 107.080(5)-(6) –
26 which would have prevented the Blaha Defendants from facing the potential risk of losing their
27 substantial investment in the Property – LVDG did nothing for years.

28

1 14. The public policy considerations that formed the basis for the Legislature's
2 enactment of NRS 107.080(5)-(6) simply do not allow LVDG to be rewarded for its failure to
3 take any action to protect its interest in the Property.

4 15. By enacting NRS 107.080(5)-(6), the Nevada Legislature expressed its intent to
5 promote the transferability of title following foreclosure sales conducted under NRS Chapter 107
6 to "provide a concrete time frame within which a plaintiff must file a lawsuit and after which a
7 defendant is afforded a level of security." See Winn v. Sunrise Hosp. & Medical Center, 128
8 Nev. Adv. Op. 23, ___, 277 P.3d 458, 465 (Nev. 2012)(citing Peterson v. Bruen, 106 Nev. 271,
9 274, 792 P.2d 18, 19 (Nev. 1990)). This public policy expression by the Nevada Legislature was
10 designed to promote the recovery of Nevada's failing real estate market following the
11 devastating foreclosure crisis by allowing new market participants (such as the LVDG) to
12 purchase properties which other property owners had either willingly abandoned or, out of the
13 extreme distress caused by our country's financial crisis, were no longer able to afford.

14 16. Here, LVDG has failed to "transcend the pleadings and, by affidavit or other
15 admissible evidence, introduce specific facts that show" that LVDG filed its Complaint within
16 120 days of first learning about the NRS Chapter 107 Deed of Trust Foreclosure Sale. Cuzze,
17 123 Nev. at 602-03, 172 P.3d at 134. Accordingly, LVDG's claims are time-barred under NRS
18 107.080(5)-(6).

19 17. Based on the above findings, the Court need not address the other legal arguments
20 raised in the Blaha Defendants' Motion for Summary Judgment.

21 18. In addition, as this ruling is dispositive of the entire case, all other pending
22 motions are now moot.


23 **NOW THEREFORE:**

24 **SUMMARY JUDGMENT IS HEREBY ENTERED** in favor of the Defendants and
25 against the Plaintiff. This Court hereby finds that Plaintiff's Complaint is time-barred by NRS
26 107.080(5)-(6).

27 **IT IS FURTHER ORDERED** that, pursuant to NRS 14.017, the Notice of Pendency of
28 Action recorded by Plaintiff against the Property commonly known as 7639 Turquoise Stone Ct.,

1 Las Vegas, NV 89113, APN 176-10-213-042, in the Office of the Clark County Recorder as
2 Instrument Number 201503200001999 is hereby cancelled and expunged. Said cancellation has
3 the same effect as an expungement of the original notice.

4 DATED this 5th day of October, 2016.

5
6 
DISTRICT COURT JUDGE

7 Submitted by:
8 **KOLESAR & LEATHAM**

9 By /s/ Brittany Wood
10 AARON R. MAURICE, ESQ.
11 Nevada Bar No. 006412
12 BRITTANY WOOD, ESQ.
13 Nevada Bar No. 007562
14 400 South Rampart Boulevard, Suite 400
15 Las Vegas, Nevada 89145
16 Attorneys for Defendants JAMES R. BLAHA
17 and NOBLE HOME LOANS, INC.
18 formerly known as FCH FUNDING, INC.

19 Approved as to form:
20 **LAW OFFICES OF KEVIN R. HANSEN**

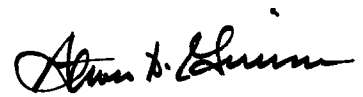
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RECONTRUST COMPANY, N.A.

Submitted over the objection of:
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CLERK OF THE COURT

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 8 Attorneys for Defendants,
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 9 LOANS, INC. formerly known as FCH
 FUNDING, INC.

10 **DISTRICT COURT**
 11 **CLARK COUNTY, NEVADA**

12 * * *

13 LAS VEGAS DEVELOPMENT GROUP, LLC,
 a Nevada limited liability company,

14 Plaintiff,

15 vs.

16 JAMES R. BLAHA, an individual; BANK OF
 17 AMERICA, NA, a National Banking
 Association, as successor by merger to BAC
 18 HOME LOANS SERVICING, LP;
 RECONTRUST COMPANY NA, a Texas
 19 corporation; JOSE PEREZ, JR. an individual;
 EZ PROPERTIES, LLC, a Nevada limited
 20 liability company; K&L BAXTER FAMILY
 LIMITED PARTNERSHIP, a Nevada limited
 21 partnership; FCH FUNDING, INC., an
 unknown corporate entity; DOE individuals I
 22 through XX; and ROE CORPORATIONS I
 through XX,

23 Defendants.
24

CASE NO. A-15-715532-C

DEPT NO. XXX

NOTICE OF ENTRY OF ORDER

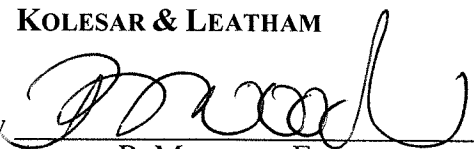
KOLESAR & LEATHAM
 400 S. Rampart Boulevard, Suite 400
 Las Vegas, Nevada 89145
 TEL: (702) 362-7800 / FAX: (702) 362-9472

1 **NOTICE OF ENTRY OF ORDER**

2 Please take notice that an Order was entered with the above court on the 5th day of
3 October, 2016, a copy of which is attached hereto.

4 DATED this 5th day of October, 2016.

5 **KOLESAR & LEATHAM**

6
7 By 

AARON R. MAURICE, ESQ.

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LOANS, INC. formerly known as FCH

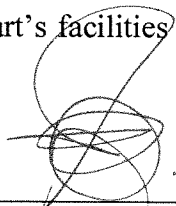
FUNDING, INC.

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Kolesar & Leatham, and that on the 5th day of October, 2016, I caused to be served a true and correct copy of foregoing NOTICE OF ENTRY OF ORDER in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by that Court's facilities to those parties listed on the Court's Master Service List.



An Employee of KOLESAR & LEATHAM

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CLERK OF THE COURT

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9 LOANS, INC. formerly known as FCH
FUNDING, INC.

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 * * *

13 LAS VEGAS DEVELOPMENT GROUP, LLC,
a Nevada limited liability company,

14 Plaintiff,

15 vs.

16 JAMES R. BLAHA, an individual; BANK OF
17 AMERICA, NA, a National Banking
18 Association, as successor by merger to BAC
HOME LOANS SERVICING, LP;
19 RECONTRUST COMPANY NA, a Texas
corporation; JOSE PEREZ, JR. an individual;
20 EZ PROPERTIES, LLC, a Nevada limited
liability company; K&L BAXTER FAMILY
21 LIMITED PARTNERSHIP, a Nevada limited
partnership; FCH FUNDING, INC., an
22 unknown corporate entity; DOE individuals I
through XX; and ROE CORPORATIONS I
through XX,

23 Defendants.
24

CASE NO. A-15-715532-C
DEPT NO. XXX

**ORDER GRANTING JAMES R.
BLAHA AND NOBLE HOME
LOANS, INC.'S MOTION FOR
SUMMARY JUDGMENT AND ALL
JOINDERS THERETO**

25 James R. Blaha and Noble Home Loans, Inc.'s Motion for Summary Judgment and,
26 Defendants Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP,
27 and Recontrust Company, NA's (collectively "BANA Defendants") and Defendants EZ
28 Properties, LLC and K&L Baxter Limited Partnership's (collectively "EZ Defendants") Joinders

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1 thereto having come on for hearing on the 13th day of September 2016, James R. Blaha and
2 Noble Home Loans, Inc. (collectively the “Blaha Defendants”) having appeared through their
3 attorney of record, Aaron R. Maurice, of the law firm of Kolesar & Leatham; Plaintiff, Las
4 Vegas Development Group, LLC (“LVDG”), having appeared through its attorney of record,
5 Roger P. Croteau, of the law firm of Roger P. Croteau & Assoc., Ltd.; the BANA Defendants
6 having appeared through their attorney of record, William S. Habdas, of the law firm of
7 Akerman, LLP; and the EZ Defendants having appeared through their attorney of record, Amy
8 Wilson, of the Law Offices of Kevin R. Hansen; the Court having reviewed the papers and
9 pleadings on file herein and having carefully considered the same; the Court having heard the
10 oral arguments of counsel; the Court being fully advised in the premises, and good cause
11 appearing therefore:

12 I.

13 **UNDISPUTED MATERIAL FACTS**

14 1. On March 28, 2007, a deed of trust (“Perez Deed of Trust”) was recorded
15 securing a home loan in the amount of \$456,000 on property commonly known as 7639
16 Turquoise Stone Ct., Las Vegas, NV 89113, APN 176-10-213-042 (“Property”), showing Jose
17 Perez Jr. as the borrower; Countrywide Bank, FSB (“Countrywide”) as the lender; Recontrust
18 Company, N.A. (“Recontrust”) as the trustee; and Mortgage Electric Registration Systems, Inc.
19 (“MERS”) as the beneficiary of record, acting solely as nominee for Countrywide and its
20 successors and assigns.

21 2. Three years later, on April 12, 2010, the Nevada Trails II Homeowners
22 Association (“Nevada Trails”) recorded a Notice of Delinquent Assessment Lien against the
23 Property, asserting a delinquency in the amount of \$908.

24 3. The Notice of Delinquent Assessment Lien failed to identify the amount, if any,
25 of an alleged super-priority lien.

26 4. On July 23, 2010, Nevada Trails recorded a Notice of Default and Election to Sell
27 Under Notice of Delinquent Assessment Lien, asserting a delinquency in the amount of \$1,917.

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1 5. The Notice of Default failed to identify the amount, if any, of an alleged super-
2 priority lien.

3 6. On September 16, 2010, counsel for BAC Home Loans Servicing ("BAC") sent
4 correspondence to Absolute Collection Services, LLC in response to the Notice of Default and
5 Election to Sell Under Notice of Delinquent Assessment Lien.

6 7. The correspondence acknowledged:

7 [A] portion of your HOA lien is arguably senior to BAC's first deed
8 of trust, specifically the nine months of assessments for common
9 expenses incurred before the date of your notice of delinquent
10 assessment dated July 21, 2010. . . . It is unclear, based on the
11 information known to date, what amount the nine months' of
12 common assessments pre-dating the NOD actually are. That
13 amount, whatever it is, is the amount BAC should be required to
14 rightfully pay to fully discharge its obligations to the HOA per NRS
15 116.3102 and my client hereby offers to pay that sum upon
16 presentation of adequate proof of the same by the HOA.

17 Please let me know what the status of any HOA lien foreclosure
18 sale is, if any. My client does not want these issues to be further
19 exacerbated by the wrongful HOA sale that and it is my client's
20 goal and intent to have the issues resolved as soon as possible.
21 Please refrain from taking any further action to enforce the HOA
22 lien until my client and the HOA have had an opportunity to speak
23 to attempt to fully resolve all issues.

24 8. Absolute Collection Services, LLC responded to the September 16, 2010
25 correspondence, rejecting BAC's assertion that it was entitled to tender a nine-month priority
26 payment before a foreclosure by BAC, stating, in relevant part:

27 I am making you aware that it is our view that without the action of
28 foreclosure, a 9 month Statement of Account is not valid. At this
time, I respectfully request that you submit the Trustees Deed
Upon Sale showing your client's possession of the property and the
date that it occurred. At that time, we will provide a 9 month super
priority lien Statement of Account.

As discussed, any Statement of Account from us will show the
entire amount owed. We intend to proceed on the above-
mentioned account up to and including foreclosure. All such
notifications have been and will be sent to all interested parties.
We recognized your client's position as the first mortgage
company as the senior lien holder. Should you provide us with a
recorded Notice of Default or Notice of Sale, we will hold our
action so your client may proceed.

1 9. On October 27, 2010, Perez filed a Chapter 7 Bankruptcy as Case Number 10-
2 30260-lbr.

3 10. On October 28, 2010, in violation of the automatic stay, Nevada Trails recorded a
4 Notice of Trustee's Sale, asserting a delinquency in the amount of \$2,989.

5 11. The Notice of Trustee's Sale failed to identify the amount, if any, of an alleged
6 super-priority lien.

7 12. On February 28, 2011, Nevada Trails recorded a second Notice of Trustee's Sale,
8 asserting a delinquency in the amount of \$4,446.

9 13. The Notice of Trustee's Sale failed to identify the amount, if any, of an alleged
10 super-priority lien.

11 14. The Notice of Trustee's Sale also failed to account for any discharge of the debt
12 pursuant to the Perez bankruptcy.

13 15. On April 12, 2011, LVDG purchased the Property at a foreclosure sale conducted
14 under the authority granted by NRS Chapter 116 ("HOA Foreclosure Sale") for \$5,200.01.

15 16. On April 14, 2011, a Corporation Assignment of Deed of Trust was recorded
16 reflecting that the Perez Deed of Trust had been assigned to BAC Home Loans Servicing, LP
17 formerly known as Countrywide Home Loans Servicing LP.

18 17. On April 14, 2011, the trustee of the Perez Deed of Trust recorded a Notice of
19 Default and Election to Sell Under Deed of Trust.

20 18. On April 20, 2011, a Release of Lien was recorded, rescinding the Notice of
21 Delinquent Assessment Lien recorded on April 12, 2010.

22 19. On August 9, 2011, a State of Nevada Foreclosure Mediation Program Certificate
23 was recorded, authorizing the beneficiary of the Perez Deed of Trust to proceed with the
24 foreclosure.

25 20. On August 9, 2011, a Notice of Trustee's Sale was recorded, noticing a sale of the
26 Property for August 29, 2011.

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1 21. On August 29, 2011, the trustee of the Perez Deed of Trust sold the Property at a
2 public auction conducted under the authority granted by NRS Chapter 107 (the "Deed of Trust
3 Foreclosure Sale").

4 22. On September 19, 2011, a Trustee's Deed upon Sale was recorded reflecting that
5 EZ Properties, LLC ("EZ") had purchased the Property at the NRS Chapter 107 Deed of Trust
6 Foreclosure Sale for \$151,300.

7 23. On September 30, 2011, James R. Blaha ("Blaha") purchased the Property from
8 EZ for \$208,000.

9 24. Three months later, Blaha obtained a loan in the amount of \$162,000 from Noble
10 Home Loans, Inc., formerly known as FCH Funding, Inc. The loan was secured by the Property.

11 25. Blaha has been the record title holder of the Property since September 30, 2011.

12 26. During the five months in which title to the Property was vested in the name of
13 LVDG, LVDG spent no money improving the Property.

14 27. Rather, LVDG only spent \$257 maintaining the Property – paying one power bill
15 and four HOA assessments. With regard to these expenses, LVDG testified as follows:

16 Q. It looks like there's one entry for NV Energy and that was
17 on June 3rd, 2011. Do you see that?

18 A. Okay.

19 Q For \$32?

20 A. Right.

21 Q. Any understanding as to why there are no entries for water,
22 sewer, any of the other normal and customary expenses that would
23 go with property ownership?

24 A. No, not for sure. The – typically the electric was the first thing
25 you needed to get in there if you were going to look at a property
26 and keep the air conditioner on or whatever. I mean, that's the first
27 bill we turned on is Nevada Energy, and then maybe water if we
28 needed to. But not knowing what we did with this property, I can't
tell you why we did – we didn't go – I mean, we may have looked
at this property and it took too much work or too much money or
in a foreclosure. I don't know.

27 Q. Right.

28 A. I don't know.

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Q. But you don't see anything here reflecting that any property taxes were paid or sewer fees or garbage. Correct?

A. No.

Q. According to my math, it looks like \$257 total was spent by Las Vegas Development Group, other than legal fees, in connection with this property. Do you agree with that?

A. Yep. That looks right.

28. LVDG never purchased homeowner's insurance for the Property.

29. In the 2010 to 2011 time-period, LVDG would frequently sell properties purchased at HOA foreclosures to lenders that asserted an interest in the property for double the amount LVDG had paid at the HOA foreclosure sale.

30. During the 2010 to 2011 time-period, LVDG determined that the cost of establishing free and clear title to all of the properties purchased by LVDG at HOA foreclosure sales was too expensive

31. LVDG purchased approximately 200 properties at HOA foreclosure sales. As such, LVDG elected to walk away from some of its investments rather than litigate with the secured lenders. Specifically, LVDG testified:

Well, at the early stage we really looked at the huge cost of litigation and didn't know where we stand. I mean, we felt we were right but we didn't know where the answer was going to be, and it was a big giant we were fighting and we weren't deciding which way we were going. What we tried at first – the first thing is let's see if we can get them to either stop or buy us out and move on, and the last thing was just let it go. I mean, at some point litigation costs got so expensive that we, at that stage, walked away from it.

32. With regard to the Property in this litigation, LVDG did not take any steps to try to enjoin BANA from foreclosing on the Perez Deed of Trust.

33. Similarly, prior to filing this action, LVDG took no action to attempt to set aside the NRS Chapter 107 Deed of Trust Foreclosure Sale.

34. Moreover, LVDG took no steps to prevent EZ from encumbering or selling the Property following its purchase at the NRS Chapter 107 Deed of Trust Foreclosure Sale.

1 35. Similarly, LVDG took no action to prevent Blaha from taking title to the
2 Property.

3 36. LVDG also took no action to prevent Blaha from obtaining financing secured by
4 the Property.

5 37. After the NRS Chapter 107 Deed of Trust Foreclosure, LVDG stopped paying the
6 HOA association fees.

7 38. As to the reason why LVDG stopped paying association fees, LVDG testified:

8 Q. Do you know why the Las Vegas Development Group stopped
9 paying association fees in August of 2011 with respect to the
10 property?

11 A. I assume because there is a disputed owner and the HOA takes
12 the dues from the recorded owner, and the recorder showed the
13 recorded owner to be somebody different. I don't know if they
14 even would have accepted it.

15 39. In 2011, LVDG was aware that there was a dispute with respect to the issue of
16 whether an HOA foreclosure sale could extinguish a prior recorded deed of trust. For this
17 reason, LVDG retained legal counsel to send correspondence to beneficiaries of deeds of trust
18 secured by real property that LVDG purchased at NRS Chapter 116 foreclosure sales.

19 40. By 2012, LVDG was represented by legal counsel in Nevada retained to actively
20 defend LVDG's title to real property purchased by LVDG at NRS Chapter 116 foreclosure sales.

21 41. When asked to explain why LVDG waited until March 19, 2015, to take any
22 action to challenge the NRS Chapter 107 Deed of Trust Foreclosure Sale, LVDG testified as
23 follows:

24 Q. The question is: Why did Las Vegas Development Group wait
25 more than three years after all of the events that it seeks to – or all
26 the conveyances that it seeks to set aside to bring this lawsuit?

27 A. I don't know what to say. He's telling me not to answer, so...

28 Q. I don't think he's telling you not to answer this question.

 MR. CROTEAU: Whatever. Answer it. It doesn't matter. None of
 this matters. Answer it.

 A. We dealt with properties that we were in the process of buying
 or being foreclosed on. That's stuff that had already happened

1 before we got attorneys involved. We were – we had our hands
2 full taking care of that, and we came back to this knowing it was
3 always here when we had more time with our attorneys.

4 42. Despite the fact that Blaha has been the record title holder of the Property since
5 September 30, 2011, on March 19, 2015 – 1,298 days after the Deed of Trust Foreclosure Sale –
6 LVDG filed a Complaint seeking to rescind the NRS Chapter 107 Deed of Trust Foreclosure
7 Sale.

8 43. The following day, LVDG recorded a Lis Pendens.

9 44. In its Complaint, LVDG claims that the NRS Chapter 107 Deed of Trust
10 Foreclosure Sale was void because the HOA Foreclosure Sale extinguished the Perez Deed of
11 Trust.

12 45. LVDG's Complaint offers no explanation as to why LVDG took no steps to stop
13 the NRS Chapter 107 Deed of Trust Foreclosure Sale or why, immediately thereafter, LVDG did
14 not take steps to have the NRS Chapter 107 Deed of Trust Foreclosure Sale set aside within the
15 90 day period provided by NRS 107.080(5)-(6).

16 II.

17 STANDARD OF REVIEW

18 1. NRCP 56(c) provides that summary judgment shall be granted when, after a
19 review of the record viewed in the light most favorable to the non-moving party, there are no
20 remaining genuine issues of material fact and the moving party is entitled to judgment as a
21 matter of law. Wood v. Safeway, Inc., 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005). “A
22 genuine issue of material fact is one where the evidence is such that a reasonable jury could
23 return a verdict for the non-moving party.” Posadas v. City of Reno, 109 Nev. 448, 452, 851
24 P.2d 438, 441 (1993).

25 2. In determining whether summary judgment is appropriate, the Court applies a
26 burden-shifting analysis. Cuzze v. Univ. & Cmty. Coll. Sys. of Nevada, 123 Nev. 598, 602-03,
27 172 P.3d 131, 134 (2007). If – as in the present case – “the nonmoving party will bear the
28 burden of persuasion at trial, the party moving for summary judgment may satisfy the burden of

1 production by either (1) submitting evidence that negates an essential element of the nonmoving
2 party's claim, or (2) pointing out that there is an absence of evidence to support the nonmoving
3 party's case." Id. (internal quotations omitted).

4 3. If the moving party satisfies its burden, the burden then shifts to the nonmoving
5 party who "must transcend the pleadings and, by affidavit or other admissible evidence,
6 introduce specific facts that show a genuine issue of material fact." Id. The evidence submitted
7 by the nonmoving party must be relevant and admissible, and he or she "is not entitled to build a
8 case on the gossamer threads of whimsy, speculation and conjecture." Collins v. Union Fed.
9 Sav. & Loan Ass'n, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983) (internal quotations omitted).

10 III.

11 CONCLUSIONS OF LAW

12 1. LVDG's Complaint seeks to set aside the NRS Chapter 107 Deed of Trust
13 Foreclosure Sale that took place on August 29, 2011, and all subsequent transfers of the Property
14 – including Blaha's September 30, 2011 purchase of the Property.

15 2. LVDG's Complaint asserts five causes of action against the Blaha Defendants: (1)
16 Quiet Title; (2) Equitable Mortgage; (3) Slander of Title; (4) Equitable Relief – Wrongful
17 Foreclosure; and (5) Equitable Relief – Rescission. Each cause of action is premised upon the
18 allegation that the HOA Foreclosure Sale extinguished the Perez Deed of Trust such that the
19 NRS Chapter 107 Deed of Trust Foreclosure Sale and all subsequent transfers in the Property
20 should be set aside by this Court. For this reason, the statute of limitation imposed by NRS
21 107.080(5) applies to each of LVDG's claims.

22 3. Additionally, LVDG's slander of title claim is barred by the two-year statute of
23 limitation imposed by NRS 11.190(4)(c) as LVDG waited 1,298 days from the NRS Chapter 107
24 Deed of Trust Foreclosure Sale to file its Complaint. See Spilsbury v. U.S. Specialty Ins. Co.,
25 2015 WL 476228, 2:14-cv-00820-GMN-GWF (D. Nev. Feb. 4, 2015) (Nevada's statute of
26 limitation for slander of title is two years).

27 4. The Nevada Supreme Court has acknowledged the public policy considerations
28 that form the basis for any statute of limitation. See Winn v. Sunrise Hosp. & Medical Center,

1 128 Nev. Adv. Op. 23, ___, 277 P.3d 458, 465 (Nev. 2012). Specifically, the Nevada Supreme
2 Court has recognized that limitation periods imposed by the Legislature are meant to “provide a
3 concrete time frame within which a plaintiff must file a lawsuit and after which a defendant is
4 afforded a level of security.” Id. (citing Peterson v. Bruen, 106 Nev. 271, 274, 792 P.2d 18, 19
5 (Nev. 1990)). In this regard, statutes of limitation “stimulate activity, punish negligence and
6 promote repose by giving security and stability to human affairs.” Id.

7 5. NRS 107.080(5)-(6) creates a statute of limitations for challenging a nonjudicial
8 foreclosure sale. NRS 107.080(5) has been amended several times in recent years. The
9 applicable version of NRS 107.080(5) in this case stated in relevant part:

10 Every sale made under the provisions of this section and other
11 sections of this chapter vests in the purchaser the title of the
12 grantor and any successors in interest without equity or right of
13 redemption. A sale made pursuant to this section **may**¹ be declared
14 void by any court of competent jurisdiction in the county where the
15 sale took place if:

- 16 (a) The trustee or other person authorized to make the sale
17 does not substantially comply with the provisions of this
18 section or any applicable provision of NRS 107.086 and
19 107.087;
- 20 (b) Except as otherwise provided in subsection 6, an action is
21 commenced in the county where the sale took place within
22 **90 days**² after the date of the sale; and
- 23 (c) A notice of lis pendens providing notice of the pendency of
24 the action is recorded in the office of the county recorder of
25 the county where the sale took place within **30 days**³ after
26 commencement of the action.

27 (Emphasis added to highlight statutory changes).

28 6. A foreclosure sale terminates all other legal and equitable interests in the land.
Charmicor, Inc. v. Bradshaw Fin. Co., 92 Nev. 310, 313, 550 P.2d 413 (Nev. 1976)(legal
interest); McCall v. Carlson, 63 Nev. 390, 406-07, 172 P.2d 171 (Nev. 1946)(equitable interest).

23 ¹ NRS 107.080(5) was amended to change “may” to “must.” effective October 1, 2011. 2011 Nev. Stat., ch. 81,
24 A.B. 284, § 5 at 334. The October 1, 2011 amendment only applies “to a notice of default and election to sell which
25 is recorded on or after July 1, 2011.” See A.B. 284. Here, the version of NRS 107.080(5) using the word “may”
26 applies because the Notice of Default and Election to Sell Pursuant to the Deed of Trust was recorded on April 14,
27 2011.

28 ² NRS 107.080(5)(b) was amended to change the 90 days to 45 days, effective October 1, 2013. 2013 Nev. Stat., ch.
403, SB 321, § 5 at 2197.

³ NRS 107.080(5)(c) was amended to change the 30 days to 15 days, effective October 1, 2013. 2013 Nev. Stat., ch.
403, SB 321, § 5 at 2197.

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1 As such, once the sale is completed, title vests in the purchaser without equity or right of
2 redemption. See 107.080(5); see also Michniak v. Argent Mortg. Co., LLC, 2012 WL 6588912
3 (unpublished)(Nev. Dec. 14, 2012).

4 7. A party cannot challenge a nonjudicial foreclosure sale outside of the time limits
5 provided in NRS 107.080(5)-(6). See Bldg. Energetix Corp. v. EHE, LP, 129 Nev. Adv. Op. 6,
6 294 P.3d 1228, 1234 (2013) (“NRS 107.080(5)(a)-(c) and NRS 107.080(6) enumerate the limited
7 instances in which a nonjudicial foreclosure sale may be made void”); Kim v. Kearney, 838 F.
8 Supp. 2d 1077 (D. Nev. 2012) (dismissing plaintiff’s quiet title complaint because plaintiff failed
9 to file an action to set aside the sale within ninety days of the date of sale), aff’d, ___ Fed. Appx.
10 ___, 2013 WL 6172290 (9th Cir. Nov. 26, 2013); Michniak v. Argent Mortg. Co., LLC, 2012 WL
11 6588912 (Nev. December 14, 2012) (“The title set forth in the trustee’s deed upon sale was
12 conclusive and beyond challenge once the time period set forth in NRS 107.080 had lapsed. The
13 trustee’s deed upon sale conclusively vested title in the purchaser, and as a matter of law
14 appellant’s claim for quiet title based on wrongful foreclosure fails.”); Chattem v. BAC Home
15 Loan Servicing LP, No. 2:11-CV-01727-KJD, 2012 WL 4795663 (D. Nev. Oct. 9, 2012)
16 (dismissing action to set aside foreclosure sale where action was commenced 109 days after the
17 foreclosure sale in violation of NRS 107.080(5)); Guertin v. OneWest Bank, FSB, 2:11-CV-
18 1531 JCM, 2012 WL 3133736 (D. Nev. July 31, 2012) (dismissing claims for statutorily
19 defective foreclosure and quiet title where action was not brought within ninety days of sale);
20 Willis v. Federal Nat. Mortg. Ass’n, 512 Fed. Appx. 723, 2013 WL 1150755 (9th Cir. 2013)
21 (upholding the district court’s dismissal of plaintiffs’ quiet title claim because plaintiffs did not
22 allege facts showing that they were not in default when defendants initiated non-judicial
23 foreclosure proceedings and further holding that, to the extent the plaintiffs sought to allege a
24 claim for wrongful foreclosure, the district court properly determined that this claim would have
25 been time-barred by the ninety day statute of limitation imposed by NRS 107.080(5)(b));
26 Haischer v. Mortgage Elec. Registration Sys., Inc., 2012 WL 4194076, at *4 (D. Nev. Sept. 17,
27 2012) (dismissing plaintiff’s wrongful foreclosure claim because the plaintiff failed to file an
28 action to set aside the sale within the time constraints imposed by NRS 107.080(5)-(6)).

1 8. Thus, both the Ninth Circuit and the Nevada Supreme Court have recognized that
2 a party seeking to set aside a sale conducted pursuant to NRS Chapter 107 cannot simply choose
3 to plead its claims in such a way as to avoid having to comply with the provisions of NRS
4 107.080(5)-(6).

5 9. In rendering their decisions, both courts furthered the legislative intent behind
6 NRS 107.080(5)-(6), which was enacted to encourage the free transferability of title following
7 foreclosure sales. See Legislative History for S.B. 217 (2007) and S.B. 483 (2007)(incorporating
8 the revision to NRS Chapter 107 proposed by S.B. 217).

9 10. The 2007 amendment to NRS Chapter 107 was enacted to bring clarity to the
10 statute's provision with respect to actions brought to set aside foreclosure sales to once again
11 encourage the free transferability of title to real property following a foreclosure sale conducted
12 pursuant to NRS Chapter 107.

13 11. Here, the NRS Chapter 107 Deed of Trust Foreclosure Sale that LVDG seeks to
14 set aside was conducted on August 29, 2011. LVDG admitted that it stopped paying HOA
15 assessments on the Property in August of 2011, because of the NRS Chapter 107 Foreclosure
16 Sale. However, LVDG failed to take any action to set aside the sale until March 19, 2015 – 1,298
17 days after the NRS Chapter 107 Deed of Trust Foreclosure Sale.

18 12. Instead of taking action to protect any interest LVDG may have had in the
19 Property, LVDG elected to do nothing for years. During the three-and-a-half-year period in
20 which LVDG failed to take any action to protect its interest in the Property, the Property was
21 sold twice – once at the NRS Chapter 107 Deed of Trust Foreclosure Sale and then again on
22 September 30, 2011, to Blaha.

23 13. LVDG – who had purchased approximately 200 other properties through
24 foreclosure sales – had both the knowledge and ability to take the legal action necessary to
25 protect its \$5,200.01 investment. However, instead of complying with NRS 107.080(5)-(6) –
26 which would have prevented the Blaha Defendants from facing the potential risk of losing their
27 substantial investment in the Property – LVDG did nothing for years.

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1 14. The public policy considerations that formed the basis for the Legislature's
2 enactment of NRS 107.080(5)-(6) simply do not allow LVDG to be rewarded for its failure to
3 take any action to protect its interest in the Property.

4 15. By enacting NRS 107.080(5)-(6), the Nevada Legislature expressed its intent to
5 promote the transferability of title following foreclosure sales conducted under NRS Chapter 107
6 to "provide a concrete time frame within which a plaintiff must file a lawsuit and after which a
7 defendant is afforded a level of security." See Winn v. Sunrise Hosp. & Medical Center, 128
8 Nev. Adv. Op. 23, ___, 277 P.3d 458, 465 (Nev. 2012)(citing Peterson v. Bruen, 106 Nev. 271,
9 274, 792 P.2d 18, 19 (Nev. 1990)). This public policy expression by the Nevada Legislature was
10 designed to promote the recovery of Nevada's failing real estate market following the
11 devastating foreclosure crisis by allowing new market participants (such as the LVDG) to
12 purchase properties which other property owners had either willingly abandoned or, out of the
13 extreme distress caused by our country's financial crisis, were no longer able to afford.

14 16. Here, LVDG has failed to "transcend the pleadings and, by affidavit or other
15 admissible evidence, introduce specific facts that show" that LVDG filed its Complaint within
16 120 days of first learning about the NRS Chapter 107 Deed of Trust Foreclosure Sale. Cuzze,
17 123 Nev. at 602-03, 172 P.3d at 134. Accordingly, LVDG's claims are time-barred under NRS
18 107.080(5)-(6).

19 17. Based on the above findings, the Court need not address the other legal arguments
20 raised in the Blaha Defendants' Motion for Summary Judgment.

21 18. In addition, as this ruling is dispositive of the entire case, all other pending
22 motions are now moot.

23 **NOW THEREFORE:**

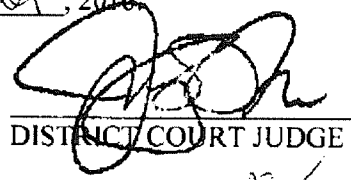
24 **SUMMARY JUDGMENT IS HEREBY ENTERED** in favor of the Defendants and
25 against the Plaintiff. This Court hereby finds that Plaintiff's Complaint is time-barred by NRS
26 107.080(5)-(6).

27 **IT IS FURTHER ORDERED** that, pursuant to NRS 14.017, the Notice of Pendency of
28 Action recorded by Plaintiff against the Property commonly known as 7639 Turquoise Stone Ct.,

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1 Las Vegas, NV 89113, APN 176-10-213-042, in the Office of the Clark County Recorder as
2 Instrument Number 201503200001999 is hereby cancelled and expunged. Said cancellation has
3 the same effect as an expungement of the original notice.

4 DATED this 5th day of October, 2016.


DISTRICT COURT JUDGE

7 Submitted by:
8 **KOLESAR & LEATHAM**

9 By /s/ Brittany Wood
10 AARON R. MAURICE, ESQ.
11 Nevada Bar No. 006412
12 BRITTANY WOOD, ESQ.
13 Nevada Bar No. 007562
14 400 South Rampart Boulevard, Suite 400
15 Las Vegas, Nevada 89145
16 Attorneys for Defendants JAMES R. BLAHA
17 and NOBLE HOME LOANS, INC.
18 formerly known as FCH FUNDING, INC.

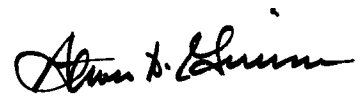
15 Approved as to form:
16 **LAW OFFICES OF KEVIN R. HANSEN**

Approved as to form:
AKERMAN, LLP

17 /s/ Amy Wilson
18 KEVIN R. HANSEN, ESQ.
19 Nevada Bar No. 6336
20 AMY WILSON, ESQ.
21 Nevada Bar No. 13421
22 5440 West Sahara Ave., Suite 206
23 Las Vegas, Nevada 89146
24 *Attorney for Defendants*
25 EZ PROPERTIES, LLC & K&L
26 BAXTER FAMILY LIMITED
27 PARTNERSHIP

/s/ William S. Haldas
DARREN BRENNER, ESQ.
Nevada Bar No. 8386
WILLIAM S. HADDAS, ESQ.
Nevada Bar No. 13138
1160 Town Center Drive, Suite 330
Las Vegas, NV 89144
Attorney for Defendants
BANK OF AMERICA, N.A. and
RECONTRUST COMPANY, N.A.

23 Submitted over the objection of:
24 **ROGER P. CROTEAU & ASSOC., LTD.**
25 ROGER P. CROTEAU, ESQ.
26 Nevada Bar No. 4958
27 TIMOTHY E. RHODA, ESQ.
28 Nevada Bar No. 7878
9120 West Post Road, Suite 100
Las Vegas, Nevada 89148
Attorney for Plaintiff
LAS VEGAS DEVELOPMENT GROUP



CLERK OF THE COURT

1 **ORDD**
AARON R. MAURICE, ESQ.
2 Nevada Bar No. 006412
BRITTANY WOOD, ESQ.
3 Nevada Bar No. 007562
KOLESAR & LEATHAM
4 400 South Rampart Boulevard, Suite 400
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6 E-Mail: amaurice@klnevada.com
bwood@klnevada.com

7
8 Attorneys for Defendants,
JAMES R. BLAHA and NOBLE HOME
9 LOANS, INC. formerly known as FCH
FUNDING, INC.

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 * * *

13 LAS VEGAS DEVELOPMENT GROUP, LLC,
14 a Nevada limited liability company,

15 Plaintiff,

16 vs.

17 JAMES R. BLAHA, an individual; BANK OF
AMERICA, NA, a National Banking
18 Association, as successor by merger to BAC
HOME LOANS SERVICING, LP;
19 RECONTRUST COMPANY NA, a Texas
corporation; JOSE PEREZ, JR. an individual;
20 EZ PROPERTIES, LLC, a Nevada limited
liability company; K&L BAXTER FAMILY
21 LIMITED PARTNERSHIP, a Nevada limited
partnership; FCH FUNDING, INC., an
22 unknown corporate entity; DOE individuals I
through XX; and ROE CORPORATIONS I
23 through XX,

24 Defendants.

CASE NO. A-15-715532-C

DEPT NO. XXX

**ORDER DENYING PLAINTIFF'S
MOTION TO ALTER OR AMEND
JUDGMENT; FOR
RECONSIDERATION; AND FOR
CLARIFICATION**

25 Plaintiff Las Vegas Development Group, LLC's Motion to Alter or Amend Judgment;
26 for Reconsideration; and for Clarification having come on for hearing on the 15th day of
27 November, 2016, James R. Blaha and Noble Home Loans, Inc. (collectively the "Blaha
28 Defendants") having appeared through their attorney of record, Aaron R. Maurice, of the law

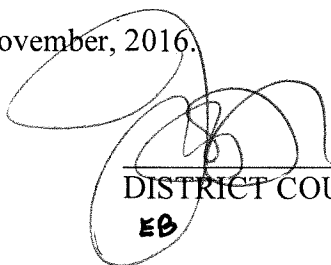
KOLESAR & LEATHAM
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

KOLESAR & LEATHAM
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
Tel: (702) 362-7800 / Fax: (702) 362-9472

1 firm of Kolesar & Leatham; Plaintiff, Las Vegas Development Group, LLC (“LVDG”), having
2 appeared through its attorney of record, Roger P. Croteau, of the law firm of Roger P. Croteau &
3 Assoc., Ltd.; the BANA Defendants having appeared through their attorney of record, Melanie
4 D. Morgan, of the law firm of Akerman, LLP; and the EZ Defendants having appeared through
5 their attorney of record, Amy Wilson, of the Law Offices of Kevin R. Hansen; the Court having
6 reviewed the papers and pleadings on file herein and having carefully considered the same; the
7 Court having heard the oral arguments of counsel; the Court being fully advised in the premises,
8 and good cause appearing therefore:

9 IT IS HEREBY ORDERED that Plaintiff’s Motion to Alter or Amend Judgment is
10 DENIED.

11 DATED this 28 day of November, 2016.



DISTRICT COURT JUDGE
EB

14 Submitted by:

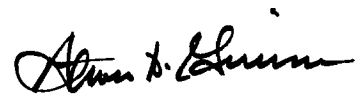
15 **KOLESAR & LEATHAM**

16 By 

17 AARON R. MAURICE, ESQ.

18 Nevada Bar No. 006412
19 RYAN T. GORMLEY, ESQ.
20 Nevada Bar No. 013494
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145

21 Attorneys for Defendants, JAMES R. BLAHA
22 and NOBLE HOME LOANS, INC. formerly
23 known as FCH FUNDING, INC.
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CLERK OF THE COURT

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NEOJ
AARON R. MAURICE, ESQ.
Nevada Bar No. 006412
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bwood@klnevada.com

Attorneys for Defendants,
JAMES R. BLAHA and NOBLE HOME
LOANS, INC. formerly known as FCH
FUNDING, INC.

DISTRICT COURT
CLARK COUNTY, NEVADA

* * *

LAS VEGAS DEVELOPMENT GROUP, LLC,
a Nevada limited liability company,

Plaintiff,

vs.

JAMES R. BLAHA, an individual; BANK OF
AMERICA, NA, a National Banking
Association, as successor by merger to BAC
HOME LOANS SERVICING, LP;
RECONTRUST COMPANY NA, a Texas
corporation; JOSE PEREZ, JR. an individual;
EZ PROPERTIES, LLC, a Nevada limited
liability company; K&L BAXTER FAMILY
LIMITED PARTNERSHIP, a Nevada limited
partnership; FCH FUNDING, INC., an
unknown corporate entity; DOE individuals I
through XX; and ROE CORPORATIONS I
through XX,

Defendants.

CASE NO. A-15-715532-C
DEPT NO. XXX

NOTICE OF ENTRY OF ORDER

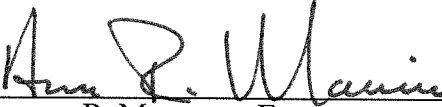
KOLESAR & LEATHAM
400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
TEL: (702) 362-7800 / FAX: (702) 362-9472

1 **NOTICE OF ENTRY OF ORDER**

2 Please take notice that an Order was entered with the above court on the 30th day of
3 November, 2016, a copy of which is attached hereto.

4 DATED this 1st day of December, 2016.

5 **KOLESAR & LEATHAM**

6
7 By 

AARON R. MAURICE, ESQ.
Nevada Bar No. 006412
BRITTANY WOOD, ESQ.
Nevada Bar No. 007562
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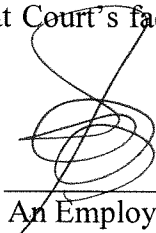
Attorneys for Defendants,
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KOLE SAR & LEATHAM
400 S. Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145
TEL: (702) 362-7800 / FAX: (702) 362-9472

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I am an employee of Kolesar & Leatham, and that on the 1st day of
3 December, 2016, I caused to be served a true and correct copy of foregoing NOTICE OF
4 ENTRY OF ORDER in the following manner:

5 (ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-
6 referenced document was electronically filed on the date hereof and served through the Notice of
7 Electronic Filing automatically generated by that Court's facilities to those parties listed on the
8 Court's Master Service List.

9 

10 _____
An Employee of KOLESAR & LEATHAM

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KOLESAR & LEATHAM
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TEL: (702) 362-7800 / FAX: (702) 362-9472


CLERK OF THE COURT

1 **ORDD**
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2 Nevada Bar No. 006412
BRITTANY WOOD, ESQ.
3 Nevada Bar No. 007562
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9 LOANS, INC. formerly known as FCH
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10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 * * *

13 LAS VEGAS DEVELOPMENT GROUP, LLC,
14 a Nevada limited liability company,

15 Plaintiff,

16 vs.

17 JAMES R. BLAHA, an individual; BANK OF
AMERICA, NA, a National Banking
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HOME LOANS SERVICING, LP;
19 RECONTRUST COMPANY NA, a Texas
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23 through XX,

24 Defendants.

CASE NO. A-15-715532-C

DEPT NO. XXX

**ORDER DENYING PLAINTIFF'S
MOTION TO ALTER OR AMEND
JUDGMENT; FOR
RECONSIDERATION; AND FOR
CLARIFICATION**

25 Plaintiff Las Vegas Development Group, LLC's Motion to Alter or Amend Judgment;
26 for Reconsideration; and for Clarification having come on for hearing on the 15th day of
27 November, 2016, James R. Blaha and Noble Home Loans, Inc. (collectively the "Blaha
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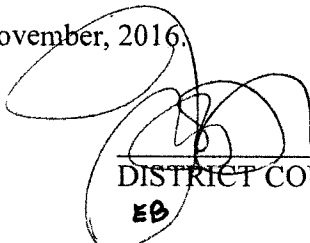
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1 firm of Kolesar & Leatham; Plaintiff, Las Vegas Development Group, LLC (“LVDG”), having
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3 Assoc., Ltd.; the BANA Defendants having appeared through their attorney of record, Melanie
4 D. Morgan, of the law firm of Akerman, LLP; and the EZ Defendants having appeared through
5 their attorney of record, Amy Wilson, of the Law Offices of Kevin R. Hansen; the Court having
6 reviewed the papers and pleadings on file herein and having carefully considered the same; the
7 Court having heard the oral arguments of counsel; the Court being fully advised in the premises,
8 and good cause appearing therefore:

9 IT IS HEREBY ORDERED that Plaintiff’s Motion to Alter or Amend Judgment is
10 DENIED.

11 DATED this 28 day of November, 2016.




DISTRICT COURT JUDGE

EB

14 Submitted by:

15 **KOLESAR & LEATHAM**

16 By  _____

17 AARON R. MAURICE, ESQ.
18 Nevada Bar No. 006412
19 RYAN T. GORMLEY, ESQ.
20 Nevada Bar No. 013494
400 South Rampart Boulevard, Suite 400
Las Vegas, Nevada 89145

21 Attorneys for Defendants, JAMES R. BLAHA
22 and NOBLE HOME LOANS, INC. formerly
23 known as FCH FUNDING, INC.

28

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

February 02, 2016

A-15-715532-C Las Vegas Development Group LLC, Plaintiff(s)
vs.
James Blaha, Defendant(s)

February 02, 2016 9:30 AM Discovery Conference

HEARD BY: Bulla, Bonnie **COURTROOM:** RJC Level 5 Hearing Room

COURT CLERK: Alan Castle

RECORDER: Francesca Haak

REPORTER:

PARTIES

PRESENT: Hansen, Kevin R. Attorney
 Linder, Robert W. Attorney
 Morgan, Melanie D. Attorney
 Wood, Brittany Attorney

JOURNAL ENTRIES

- Counsel anticipate 3 - 5 days for trial re: Quiet Title. No settlement conference requested.
COMMISSIONER RECOMMENDED, discovery cutoff is 11/09/16; adding parties, amended pleadings, and initial expert disclosures DUE 08/11/16; rebuttal expert disclosures DUE 09/09/16; dispositive motions TO BE FILED BY 12/09/16. Scheduling Order will issue.

DISTRICT COURT
CLARK COUNTY, NEVADA

Other Title to Property

COURT MINUTES

September 13, 2016

A-15-715532-C Las Vegas Development Group LLC, Plaintiff(s)
vs.
James Blaha, Defendant(s)

September 13, 2016 9:00 AM All Pending Motions

HEARD BY: Wiese, Jerry A. COURTROOM: RJC Courtroom 14A

COURT CLERK: Alice Jacobson

RECORDER:

REPORTER: Amber Riggio

PARTIES

PRESENT: Croteau, Roger P, ESQ Attorney
 Habdas, William S. Attorney

JOURNAL ENTRIES

- Defendants Ez Properties, Llc And K&L Baxter Family Limited Partnership Joinder To Defendant Bank Of America, N.A.'S Motion To Add Affirmative Defenses And To Add Parties And Assert Claims.

Defendant Bank Of America, N.A.'S Motion To Add Affirmative Defenses And To Add Parties And Assert Claims.

Deft Blaha Motion for Summary Judgment

Defendants Ez Properties, Llc And K&L Baxter Family Limited Partnership Joinder To Defendant Bank Of America, N.A.'S Motion for Summary Judgment

Mr. Morris argued this was a deed of trust foreclosure sale; Plaintiff did not have an interest in the property; and could not seek action due to the statue of limitations. Opposition by Mr. Croteau and argument regarding the sale being illegitimate and the chain of title. Court considered NRS 107.090. COURT ORDERED, motion for summary judgment GRANTED; pending motions are hereby MOOT.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

November 15, 2016

A-15-715532-C Las Vegas Development Group LLC, Plaintiff(s)
vs.
James Blaha, Defendant(s)

**November 15, 2016 9:00 AM Motion to Amend
Judgment**

HEARD BY: Wiese, Jerry A.

COURTROOM: RJC Courtroom 14A

COURT CLERK: Alice Jacobson

RECORDER:

REPORTER: Kristy Clark

PARTIES

PRESENT: Croteau, Roger P, ESQ Attorney
 Hansen, Kevin R. Attorney
 Maurice, Aaron R. Attorney

JOURNAL ENTRIES

- Plaintiff's Motion to Alter or Amend Judgment; for Reconsideration; and for Clarification

Mr. Croteau argued for reconsideration of the order regarding the statute of limitation to file Complaint as to the legal findings reached by the Court. Opposition by Mr. Maurice. Court finds the order an accurate reflection. COURT ORDERED motion DENIED.



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

ROGER P. CROTEAU, ESQ.
9120 W. POST RD., SUITE 100
LAS VEGAS, NV 89148

DATE: December 6, 2016
CASE: A-15-715532-C

RE CASE: LAS VEGAS DEVELOPMENT GROUP, LLC vs. JAMES R. BLAHA; BANK OF AMERICA, NA, a National Banking Association, as successor by merger to BAC HOME LOANS SERVICING, LP; RECONTRUST COMPANY NA; JOSE PEREZ, JR.; EZ PROPERTIES, LLC; K&L BAXTER FAMILY LIMITED PARTNERSHIP; FCH FUNDING, INC.

NOTICE OF APPEAL FILED: December 1, 2016

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

PLEASE NOTE: DOCUMENTS **NOT** TRANSMITTED HAVE BEEN MARKED:

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

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

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

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

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

Certification of Copy

State of Nevada }
County of Clark } SS:

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

NOTICE OF APPEAL; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; ORDER GRANTING JAMES R. BLAHA AND NOBLE HOME LOANS, INC.'S MOTION FOR SUMMARY JUDGMENT AND ALL JOINDERS THERETO; NOTICE OF ENTRY OF ORDER; ORDER DENYING PLAINTIFF'S MOTION TO ALTER OR AMEND JUDGMENT; FOR RECONSIDERATION; AND FOR CLARIFICATION; NOTICE OF ENTRY OF ORDER; DISTRICT COURT MINUTES; NOTICE OF DEFICIENCY

LAS VEGAS DEVELOPMENT GROUP, LLC,

Plaintiff(s),

vs.

JAMES R. BLAHA; BANK OF AMERICA, NA, a National Banking Association, as successor by merger to BAC HOME LOANS SERVICING, LP; RECONTRUST COMPANY NA; JOSE PEREZ, JR.; EZ PROPERTIES, LLC; K&L BAXTER FAMILY LIMITED PARTNERSHIP; FCH FUNDING, INC.,

Defendant(s),

Case No: A-15-715532-C

Dept No: XXX

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 6 day of December 2016.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk

