

CLERK OF THE COURT

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8 *Attorneys for Defendant Wells Fargo Bank, N.A.*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11
12 DAISY TRUST,

13 Plaintiff,

14 vs.

15 WELLS FARGO BANK, N.A., MTC
16 FINANCIAL, INC., dba TRUSTEE CORPS,
DONALD K. BLUME and CYNTHIA S.
17 BLUME,

18 Defendants.

Case No. A-13-679095-C

Dept. No. XXIII

**NOTICE OF ENTRY OF ORDER
GRANTING WELLS FARGO BANK,
N.A.'s MOTION FOR SUMMARY
JUDGMENT**

19
20 PLEASE TAKE NOTICE that an Order Granting Wells Fargo Bank, N.A.'s Motion for
21 Summary Judgment was entered with this Court on October 14, 2016, a copy of which is attached
22 hereto as Exhibit 1.

23 Dated: October 14, 2016.

SNELL & WILMER L.L.P.

24 By: 

25 Robin E. Perkins (NV Bar No. 9891)
26 David W. Gutke (NV Bar No. 9820)
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
27 Telephone: (702) 784-5200
Facsimile: (702) 784-5252
28 *Attorneys for Defendant Wells Fargo Bank, N.A.*

CERTIFICATE OF SERVICE

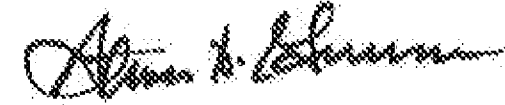
I, , the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On October ¹⁷~~14~~, 2016, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER GRANTING WELLS FARGO BANK, N.A.'S MOTION FOR SUMMARY JUDGMENT** by submitting it to the above-entitled Court for electronic filing and/or service upon the Court's Service list pursuant to the Eighth Judicial District Court's Administrative Order 14-2 dated May 9, 2014.

Dated: October ¹⁷~~14~~, 2016

/s/ Faith Radford
An employee of Snell & Wilmer LLP.

EXHIBIT 1

ORIGINAL



CLERK OF THE COURT

OGSJ
Jeffrey Willis, Esq.
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Robin E. Perkins, Esq.
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Attorneys for Defendant Wells Fargo Bank, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

DAISY TRUST,

Plaintiff,

vs.

WELLS FARGO BANK, N.A., MTC
FINANCIAL, INC., dba TRUSTEE CORPS,
DONALD K. BLUME and CYNTHIA S.
BLUME,

Defendants.

Case No. A-13-679093-C

Dept. No. XXIII

ORDER GRANTING WELLS FARGO
BANK, N.A.'s MOTION FOR
SUMMARY JUDGMENT

Defendant Wells Fargo Bank, N.A. ("Wells Fargo") filed its Motion for Summary Judgment ("Motion") on March 14, 2016, its Reply in Support of Motion on June 21, 2016, and its Supplemental Brief in Support of Motion on July 12, 2016. Plaintiff Daisy Trust ("Plaintiff" or "Daisy Trust") filed its Opposition on March 29, 2016. After considering oral arguments of the parties on June 28, 2016 and August 2, 2016, the parties' extensive briefing to the Motion, including the declarations of April H. Hatfield and Dean Meyer, the papers and pleadings on file, and for good cause appearing pursuant to N.R.C.P. 56, this Court hereby grants Wells Fargo's Motion for Summary Judgment and enters Findings of Fact and Conclusions of Law as follows:

Snell & Wilmer

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Las Vegas, Nevada 89169
Tel 702.784.5200

1 I. FINDINGS OF FACT

2 A. The Subject Property, Note, and Deed of Trust

3 1. A deed of trust listing Donald K. Blume and Cynthia S. Blume (the "Blumes") as
4 the borrowers, Universal American Mortgage Company, LLC as the lender, and Mortgage
5 Electronic Registration Systems, Inc. ("MERS"), as beneficiary in its capacity as nominee for
6 Lender and Lender's successors and assigns, was executed on or about September 27, 2007, and
7 recorded September 28, 2007 (the "Deed of Trust").

8 2. The Deed of Trust granted the lender a security interest in real property known as
9 10209 Dove Row Avenue, Las Vegas, Nevada 89166, APN 126-13-818-046 (the "Property") to
10 secure the repayment of a loan in the original amount of \$417,000.00 to Borrower (the "Loan").

11 3. Federal Home Loan Mortgage Corporation ("Freddie Mac") purchased the Loan
12 and thereby obtained a property interest in the Deed of Trust on or about November 13, 2007.
13 Freddie Mac has never sold the Loan to any other entity, and has owned the Loan continuously
14 from on or about November 13, 2007 through the present.

15 4. Dean Meyer, who prepared an affidavit on behalf of Freddie Mac, is in fact
16 employed in the business of reviewing Freddie Mac's loans and making a determination when
17 and if Freddie has an ownership interest in the loan. Freddie Mac's interest in the Loan is well
18 documented and the ownership interest existed prior to and on the date of the foreclosure sale
19 held on August 3, 2012 by the Blumes' homeowners association, Westminster at Providence (the
20 "HOA").

21 5. There is no genuine issue of material fact regarding Freddie Mac's ownership
22 interest in the Loan.

23 6. On February 26, 2011, MERS executed an assignment of the Deed of Trust,
24 assigning the Deed of Trust to Wells Fargo. The Assignment was recorded on March 7, 2011.

25 7. Wells Fargo is the servicer of the Loan for Freddie Mac and was the servicer at the
26 time of the HOA Sale on August 3, 2012.

27 8. The relationship between, on the one hand, Wells Fargo as the servicer of the
28 Loan, and, on the other hand, Freddie Mac as owner of the Loan, is governed by Freddie Mac's

1 Single-Family Seller/Servicer Guide ("Guide"). The Guide serves as a central governing
2 document for Freddie Mac's relationship with servicers nationwide.

3 9. Freddie Mac's contract with its servicers establishes that Freddie Mac retains an
4 ownership interest in the Deed of Trust while the servicer is the beneficiary of record.

5 **B. The HOA Foreclosure Sale**

6 10. On August 5, 2010, the HOA recorded a Notice of Delinquent Assessment Lien.

7 11. On September 30, 2010, the HOA recorded a Notice of Default and Election to
8 Sell Under Homeowners Association Lien.

9 12. On or about October 21, 2011, Cynthia Blume, a.k.a Cynthia S. Dalley, recorded a
10 Quitclaim Deed, transferring her interest in the Property to Donald Blume.

11 13. The HOA recorded a Notice of Foreclosure Sale on January 31, 2012.

12 14. On August 9, 2012, an HOA Foreclosure Deed was recorded against the Property.
13 The Foreclosure Deed states that the Property was sold on August 3, 2012, to Daisy Trust, for a
14 purchase price of \$10,500.00.

15 15. At no time did the Federal Housing Finance Agency ("FHFA" or the
16 "Conservator") consent to the HOA sale extinguishing or foreclosing Freddie Mac's interest in
17 the Property. The FHFA's April 21, 2015 "Statement on HOA Super-Priority Lien Foreclosures"
18 (the "April 2015 Statement") states that "FHFA confirms that it has not consented, and will not
19 consent in the future, to the foreclosure or other extinguishment of any Fannie Mae or Freddie
20 Mac lien or other property interest in connection with HOA foreclosures of super-priority liens."

21 16. There is no genuine issue of material fact that the HOA foreclosure sale did not
22 extinguish Freddie Mac's interest.

23 **II. CONCLUSIONS OF LAW**

24 **A. Standard of Review**

25 1. Under N.R.C.P. 56(b), "[a] party against whom a claim...is sought may, at any
26 time, move with or without supporting affidavits for a summary judgment in the party's favor as
27 to all or any part thereof." Summary judgment is appropriate when the moving party demonstrates
28 that no genuine issue of material fact exists, and that the moving party is entitled to judgment as a

1 matter of law. N.R.C.P. 56(c); *see also Wood v. Safeway*, 121 Nev. 724, 730, 121 P.3d 1026,
2 1031 (2005). Summary judgment is not a disfavored procedural short-cut, but instead is an
3 integral part of the rules, “which are designed to secure the just, speedy, and inexpensive
4 determination of every action.” *Id.* The substantive law determines which facts are material, and
5 only disputes over facts that might affect the outcome of the suit under the governing law will
6 properly preclude the entry of summary judgment. *Id.* Factual disputes that are irrelevant or
7 unnecessary will not be counted. *Id.* “A factual dispute is genuine when the evidence is such that
8 a rational trier of fact could return a verdict for the nonmoving party.” *Id.* at 731.

9 **B. Federal Foreclosure Bar**

10 2. In July 2008, Congress passed the Housing and Economic Recovery Act of 2008
11 (“HERA”), Pub. L. No. 110-289, 122 Stat. 2654, codified at 12 U.S.C. § 4511 *et seq.*, which
12 mandated FHFA to regulate Fannie Mae, Freddie Mac, and the Federal Home Loan Banks. On
13 September 6, 2008, pursuant to HERA, FHFA’s Director placed Fannie Mae and Freddie Mac
14 into FHFA’s conservatorship.

15 3. Pursuant to HERA, Congress granted the FHFA an array of powers, privileges,
16 and exemptions from otherwise applicable laws to enable the FHFA to carry out its statutory
17 functions when acting as Conservator of the Enterprises (Fannie Mae and Freddie Mac). Among
18 these is a broad statutory “exemption” captioned “Property protection” that provides that when
19 the Enterprises are under the conservatorship of the FHFA, none of their property “shall be
20 subject to . . . foreclosure . . . without the consent of [FHFA].” 12 U.S.C. § 4617(j)(3) (the
21 “Federal Foreclosure Bar”).

22 4. The Federal Foreclosure Bar contains no conditions regarding the timing and
23 effectiveness of its statutory protections, which provide that no property of Freddie Mac in
24 conservatorship “shall be subject to . . . foreclosure . . . without the consent of [FHFA].”
25 12 U.S.C. § 4617(j)(3). Thus, unless and until FHFA gives its consent, the federal protection
26 “shall” be given full effect, which includes preemption of state law.

27 5. Freddie Mac has owned the Loan continuously from on or about November 13,
28 2007 through the present.

1 6. FHFA did not consent or agree to extinguishment of the Deed of Trust, and
2 Plaintiff offered no evidence to the contrary in opposition to Wells Fargo's Motion.

3 7. Accordingly, Freddie Mac's Deed of Trust was not extinguished by the August 3,
4 2012 HOA foreclosure sale.

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JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Wells Fargo's Motion for Summary Judgment is GRANTED, and judgment in favor of Wells Fargo is entered on all of Plaintiff's claims.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Federal Foreclosure Bar, the HOA foreclosure sale did not extinguish the Deed of Trust lien on the Property, and therefore Plaintiff acquired the Property at the HOA foreclosure sale subject to the Deed of Trust.

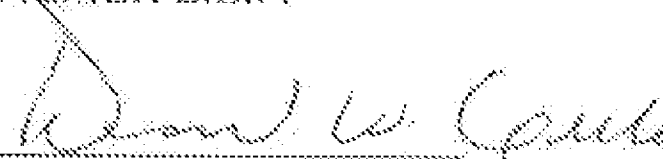
IT IS SO ORDERED.

DATED this 11th day of Nov 2016.


DISTRICT COURT JUDGE
JUDGE STEFANY A. MILEY

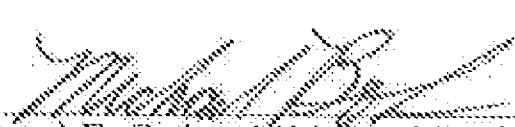
Respectfully Submitted by:

SNELL & WILMER L.L.P.

By: 
Jeffrey Willis (Nevada Bar No. 4797)
Robin E. Perkins (Nevada Bar No. 9891)
David W. Gutke (Nevada Bar No. 9820)
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Attorneys for Defendant Wells Fargo Bank, N.A.

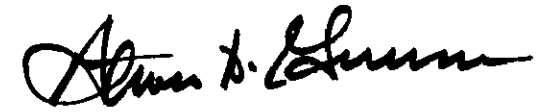
Approved as to form:

THE LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD.

By: 
Michael F. Bohn, NV Bar No. 1641
376 E. Warm Springs Rd., Ste. 140
Las Vegas, Nevada 89119
Attorney for Plaintiff Daisy Trust

24695484

ORIGINAL



CLERK OF THE COURT

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dgutke@swlaw.com

Attorneys for Defendant Wells Fargo Bank, N.A.

DISTRICT COURT

CLARK COUNTY, NEVADA

DAISY TRUST,

Plaintiff,

vs.

WELLS FARGO BANK, N.A., MTC
FINANCIAL, INC., dba TRUSTEE CORPS,
DONALD K. BLUME and CYNTHIA S.
BLUME,

Defendants.

Case No. A-13-679095-C

Dept. No. XXIII

**ORDER GRANTING WELLS FARGO
BANK, N.A.'s MOTION FOR
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Snell & Wilmer

LAW OFFICES
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
702.784.5200

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17 the Property. The FHFA's April 21, 2015 "Statement on HOA Super-Priority Lien Foreclosures"
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19 consent in the future, to the foreclosure or other extinguishment of any Fannie Mae or Freddie
20 Mac lien or other property interest in connection with HOA foreclosures of super-priority liens."

21 16. There is no genuine issue of material fact that the HOA foreclosure sale did not
22 extinguish Freddie Mac's interest.

23 **II. CONCLUSIONS OF LAW**

24 **A. Standard of Review**

25 1. Under N.R.C.P. 56(b), "[a] party against whom a claim...is sought may, at any
26 time, move with or without supporting affidavits for a summary judgment in the party's favor as
27 to all or any part thereof." Summary judgment is appropriate when the moving party demonstrates
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17 functions when acting as Conservator of the Enterprises (Fannie Mae and Freddie Mac). Among
18 these is a broad statutory “exemption” captioned “Property protection” that provides that when
19 the Enterprises are under the conservatorship of the FHFA, none of their property “shall be
20 subject to . . . foreclosure . . . without the consent of [FHFA].” 12 U.S.C. § 4617(j)(3) (the
21 “Federal Foreclosure Bar”).

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23 effectiveness of its statutory protections, which provide that no property of Freddie Mac in
24 conservatorship “shall be subject to . . . foreclosure . . . without the consent of [FHFA].”
25 12 U.S.C. § 4617(j)(3). Thus, unless and until FHFA gives its consent, the federal protection
26 “shall” be given full effect, which includes preemption of state law.

27 5. Freddie Mac has owned the Loan continuously from on or about November 13,
28 2007 through the present.

1 6. FHFA did not consent or agree to extinguishment of the Deed of Trust, and
2 Plaintiff offered no evidence to the contrary in opposition to Wells Fargo's Motion.
3 7. Accordingly, Freddie Mac's Deed of Trust was not extinguished by the August 3,
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JUDGMENT

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Wells Fargo's Motion for Summary Judgment is GRANTED, and judgment in favor of Wells Fargo is entered on all of Plaintiff's claims.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to the Federal Foreclosure Bar, the HOA foreclosure sale did not extinguish the Deed of Trust lien on the Property, and therefore Plaintiff acquired the Property at the HOA foreclosure sale subject to the Deed of Trust.

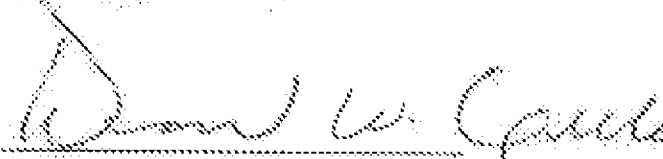
IT IS SO ORDERED.

DATED this 14 day of Nov, 2016.


DISTRICT COURT JUDGE
JUDGE STEFANY A. MILEY

Respectfully Submitted by:

SNELL & WILMER L.L.P.

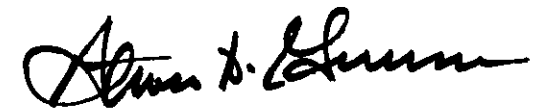
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David W. Gutke (Nevada Bar No. 9820)
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, NV 89169
Attorneys for Defendant Wells Fargo Bank, N.A.

Approved as to form:

THE LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD.

By: 
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376 E. Warm Springs Rd., Ste. 140
Las Vegas, Nevada 89119
Attorney for Plaintiff Daisy Trust

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CLERK OF THE COURT

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11 Las Vegas, Nevada 89119
12 (702) 642-3113/ (702) 642-9766 FAX
13 Attorney for plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

11 DAISY TRUST
12 Plaintiff,

13 vs.

14 WELLS FARGO BANK NA; MTC
15 FINANCIAL, INC., dba TRUSTEE CORPS;
16 and DONALD K. BLUME,
17 Defendants.

CASE NO.: A-13-679095-C
DEPT NO.: XXIII

Date of Hearing: January 24, 2017
Time of Hearing: 9:30 a.m.

**DEFAULT JUDGMENT AGAINST
DEFENDANT DONALD K. BLUME**

18 Defendant Donald K. Blume, having been served with Summons and Complaint, and having
19 failed to appear and answer the plaintiff's Complaint filed herein, the time for answering having expired,
20 and no answer having been filed, the default of said defendant having been duly entered according to law;
21 plaintiff having filed a motion for default judgment against defendant Donald K. Blume with no
22 opposition being entered by said defendant, defendant Wells Fargo Bank NA having filed a response to
23 Plaintiff's motion for default judgment, this matter coming on the court's calendar on January 24, 2017,
24 and for good cause appearing;

25 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that judgment is entered in favor of
26 plaintiff Daisy Trust and against defendant Donald K. Blume only.
27

28

1 IT IS FURTHER ORDERED that defendant Donald K. Blume, as well as his heirs and assigns,
2 as against plaintiff Daisy Trust, have no right, title or claim to the real property commonly known as
3 10209 Dove Row Avenue, Las Vegas, Nevada 89166, APN 126-13-818-046, and legally described as:

4 PARCEL ONE (1):

5 LOT FORTY-SIX (46) IN BLOCK "A" OF FINAL MAP OF CLIFF'S EDGE POD 115,
6 115, AND 117 UNIT 1B (A COMMON INTEREST COMMUNITY), AS SHOWN ON
7 BY MAP IN BOOK 133 OF PLATS, PAGE 56 IN THE OFFICE OF THE COUNTY
8 RECORDER OF CLARK COUNTY, NEVADA

9 RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR INGRESS,
10 EGRESS AND ENJOYMENT IN AND TO THE COMMON ELEMENTS AS
11 DELINEATED ON SAID MAP REFERRED TO ABOVE AND FURTHER
12 DESCRIBED IN THE DECLARATION OF COVENANTS, CONDITIONS AND
13 RESTRICTIONS FOR WESTMINSTER AT PROVIDENCE, RECORDED
14 NOVEMBER 3, 2006 IN BOOK 20061103 AS DOCUMENT NO. 4921, OF OFFICIAL
15 RECORDS.

16 PARCEL TWO (2):

17 A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND ENJOYMENT IN
18 AND TO THE COMMON ELEMENTS AS DELINEATED ON SAID MAP
19 REFERRED TO ABOVE AND FURTHER DESCRIBED IN THE DECLARATION OF
20 COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTMINSTER AT
21 PROVIDENCE, RECORDED NOVEMBER 3, 2006 IN BOOK 20061103 AS
22 DOCUMENT NO. 4921, OF OFFICIAL RECORDS.

23 IT IS FURTHER ORDERED that granting plaintiff default judgment against defendant Donald
24 K. Blume does not disturb or otherwise affect this Court's previous ruling and judgment in Wells Fargo's
25 favor and against plaintiff.

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1 IT IS FURTHER ORDERED that as a result of the foreclosure sale conducted on August 3, 2012,
2 and the foreclosure deed recorded on August 9, 2012, as instrument number 201208090000673, the
3 interests of the defendant Donald K. Blume, as well as his heirs or assigns in the property commonly
4 known as 10209 Dove Row Avenue, Las Vegas, Nevada 89166 are extinguished.

5 DATED this 27 day of March, 2017

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DISTRICT COURT JUDGE
JUDGE STEFANY A. MILEY


9 Respectfully submitted by:

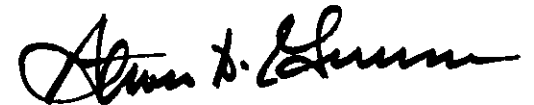
10 LAW OFFICES OF
11 MICHAEL F. BOHN, ESQ., LTD.

12 By: 
13 MICHAEL F. BOHN, ESQ.
14 ADAM R. TRIPPIEDI, ESQ.
15 376 East Warm Springs Road, Ste. 140
Las Vegas, Nevada 89119
Attorney for plaintiff

16 Approved as to form and content by:

17 SNELL & WILMER L.L.P.

18
19 By: 
20 DAVID W. GUTKE, ESQ.
21 3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169
22 Attorney for defendant Wells Fargo Bank, N.A.
23
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CLERK OF THE COURT

1 DSML
2 MICHAEL F. BOHN, ESQ.
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 LAW OFFICES OF
6 MICHAEL F. BOHN, ESQ., LTD.
7 376 East Warm Springs Road, Ste. 125
8 Las Vegas, Nevada 89119
9 (702) 642-3113/ (702) 642-9766 FAX

Attorney for plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

DAISY TRUST

Plaintiff.

CASE NO.: A679095
DEPT NO.: XVIII

vs.

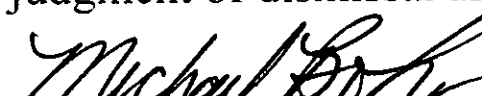
WELLS FARGO BANK NA, MTC
FINANCIAL, INC., dba TRUSTEE CORPS.
DONALD K. BLUME and CYNTHIA S.
BLUME

Defendants.

NOTICE AND JUDGMENT OF DISMISSAL

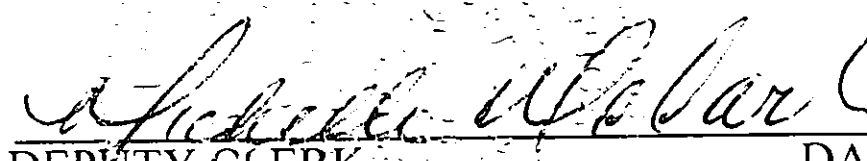
The Defendant, **Cynthia S. Blume**, not having filed or served an answer, motion for summary judgment or otherwise having appeared herein; the plaintiff in the above entitled action requests. authorizes and directs the Clerk of the court to enter a judgment of dismissal as to **Cynthia S. Blume**

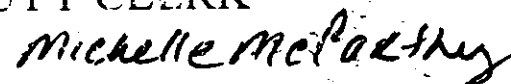
DATE: 4-24-13


Attorney for plaintiff

On application of the plaintiff, no answer, motion for summary judgment or other appearance having been filed or served by the Defendant named below, a notice of the dismissal of this action having been duly signed, the above entitled action as to Defendant, **Cynthia S. Blume**, is hereby dismissed.

CLERK OF COURT STEVEN D. GRIERSON
CLERK OF THE COURT

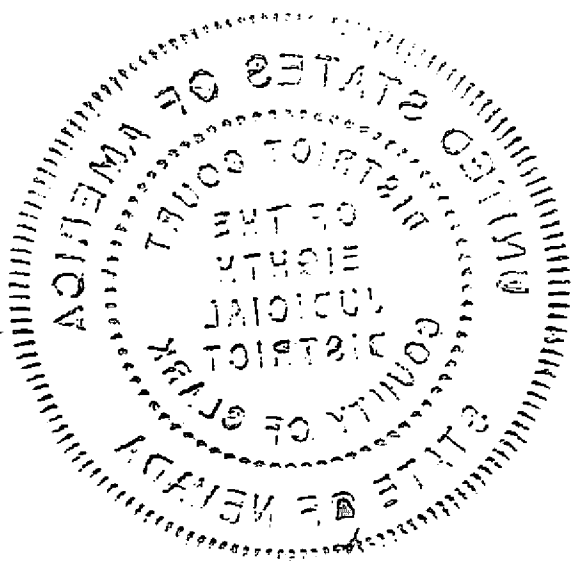
By: 
DEPUTY CLERK DATE

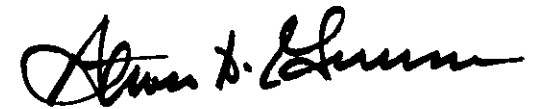
 APR 26 2013

RECEIVED

APR 26 2013

CLERK OF THE COURT





CLERK OF THE COURT

1 **SAO**
2 **MICHAEL F. BOHN, ESQ.**
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 **LAW OFFICES OF**
6 **MICHAEL F. BOHN, ESQ., LTD.**
7 376 East Warm Springs Road, Ste. 125
8 Las Vegas, Nevada 89119
9 (702) 642-3113/ (702) 642-9766 FAX

10 Attorney for plaintiff

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

13 **DAISY TRUST**

14 Plaintiff,

15 vs.

16 **WELLS FARGO BANK NA, MTC**
17 **FINANCIAL, INC., dba TRUSTEE CORPS,**
18 **DONALD K. BLUME and CYNTHIA S.**
19 **BLUME**

20 Defendants.

CASE NO.: A679095

DEPT NO.: ~~XVIII~~
13

21 **AND ORDER**
22 **STIPULATION FOR NON-MONETARY RELIEF**

23 Plaintiff, Daisy Trust, and defendant, MTC Financial, Inc., dba Trustee Corps, by and through
24 their respective counsel of record, hereby stipulate as follows:

25 1. Plaintiff acknowledges and stipulates that MTC Financial, Inc., dba Trustee Corps, has
26 been named as a defendant in this litigation, solely in its capacity as trustee and that it has not been
27 named as a defendant due to any acts or omissions on its part in the performance of its duties as
28 trustee.

1 2. MTC Financial, Inc., dba Trustee Corps agrees to be bound by whatever final order or
2 final judgment is issued by the Court relating to the Deed of Trust (unless said order or judgment is
3 successfully appealed by another party hereto) and shall not be subject to any monetary awards for

1 damages, attorneys's fees or costs.

2 3. MTC Financial, Inc., dba Trustee Corps will not be required to participate further in this
3 action, will not be required to respond to any of the pleadings in this action, and will not be required
4 to appear at any hearings or the trial of this action.

5 4. The filing of this stipulation is not intended to and shall not prejudice the rights of any
6 trustor, beneficiary, or assignee under the Deed of trust, and shall not constitute a waiver of any other
7 person or entity's rights or obligations under the Deed of Trust.

8 5. The Stipulation shall inure the benefits of the parties and their successors and/or assigns.

9 6. The parties to this Stipulation agree and request that the Court issue and Order consistent
10 with the terms of the Stipulation.

11 DATED this 14th day of December, 2013

12 LAW OFFICES OF
13 MICHAEL F. BOHN, ESQ., LTD.

Robison, Belaustegui, Sharp & Low

14
15 By: Michael F. Bohn
16 Michael F. Bohn, Esq.
17 376 E. Warm Springs Road, Ste. 125
18 Las Vegas, Nevada 89119
19 Attorney for Saticoy Bay LLC
20 Series 1013 Adobe Flat

21 By: Michael E. Sullivan
22 Michael E. Sullivan
23 71 Washington Street
24 Reno, NV 89403
25 Attorney for MTC Financial, Inc., dba Trustee
26 Corps

27 **ORDER**


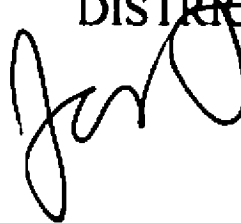
28 Pursuant to the above stipulation of the parties, It is ORDERED that:

1. MTC Financial, Inc., dba Trustee Corps shall be bound by whatever final order or final judgment is issued by the Court relating to the Deed of Trust (unless said order or judgment is successfully appealed by another party hereto), and shall not be subject to any monetary awards for damages, attorney's fees or costs

///


1 2. MTC Financial, Inc., dba Trustee Corps will not be required to participate further in this
2 action, will not be required to respond to any of the pleadings in this action, and will not be
3 required to appear at any hearings or the trial of this action.

4 IT IS SO ORDERED this 23 day of December, 2013

5
6 
7 District Court Judge *or*
8 

9 Respectfully submitted by:

10 LAW OFFICES OF
11 MICHAEL F. BOHN, ESQ., LTD.

12 By: 
13 MICHAEL F. BOHN, ESQ.
14 376 E. Warm Springs Road, Ste. 125
15 Las Vegas, NV 89119
16 Attorney for plaintiff
17
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CIVIL COVER SHEET **A- 13- 679095- C**
CLARK County, Nevada **XVI I I**

Case No. _____
(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): DAISY TRUST	Defendant(s) (name/address/phone): WELLS FARGO BANK, NA, MTC FINANCIAL INC., dba TRUSTEE CORPS, DONALD K. BLUME AND CYNTHIA S. BLUME
Attorney (name/address/phone): MICHAEL F. BOHN, Esq. 376 E. Warm Springs Road Suite 125 Las Vegas, NV 89119 (702) 642-3113	Attorney (name/address/phone):

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

☐ **Arbitration Requested**

Civil Cases

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

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

<input type="checkbox"/> NRS Chapters 78-88 <input type="checkbox"/> Commodities (NRS 90) <input type="checkbox"/> Securities (NRS 90)	<input type="checkbox"/> Investments (NRS 104 Art. 8) <input type="checkbox"/> Deceptive Trade Practices (NRS 598) <input type="checkbox"/> Trademarks (NRS 600A)	<input type="checkbox"/> Enhanced Case Mgmt/Business <input type="checkbox"/> Other Business Court Matters
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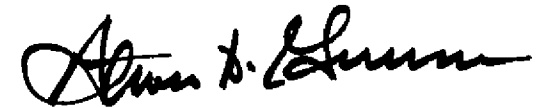
MARCH 28, 2013

Date



Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

1 **COMP**
2 MICHAEL F. BOHN, ESQ.
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 LAW OFFICES OF
6 MICHAEL F. BOHN, ESQ., LTD.
7 376 East Warm Springs Road, Ste. 125
8 Las Vegas, Nevada 89119
9 (702) 642-3113/ (702) 642-9766 FAX
10
11 Attorney for plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

11 DAISY TRUST
12 Plaintiff,

13 vs.

14 WELLS FARGO BANK NA, MTC
15 FINANCIAL, INC., dba TRUSTEE CORPS,
16 DONALD K. BLUME and CYNTHIA S.
17 BLUME
18 Defendants.

CASE NO.: **A- 13- 679095- C**
DEPT NO.: **XVI I I**

EXEMPTION FROM ARBITRATION:
Title to real property

COMPLAINT

19 Plaintiff, Daisy Trust, by and through it's attorney, Michael F. Bohn, Esq. alleges as follows:

- 20 1. Plaintiff is the owner of the real property commonly known as 10209 Dove Row Avenue,
21 Las Vegas, Nevada.
- 22 2. Plaintiff obtained title by way of foreclosure deed recorded on August 9, 2012.
- 23 3. The plaintiff's title stems from a foreclosure deed arising from a delinquency in
24 assessments due from the former owner to the Westminster at Providence Association, pursuant to
25 NRS Chapter 116.
- 26 4. Defendant Wells Fargo Home NA is the assignee of a deed of trust which was recorded as
27 an encumbrance to the subject property on September 28, 2007.

5. Defendant MTC Financial dba Trustee Corps is the trustee on the deed of trust.

8. Defendants Donald K. Blume and Cynthia S. Blume are the former owner of the subject real property.

9. The interest of each of the defendants has been extinguished by reason of the foreclosure sale resulting from a delinquency in assessments due from the former owners, Donald K. Blume and Cynthia S. Blume to the Westminster at Providence Association, pursuant to NRS Chapter 116.

10. Nonetheless, defendant Wells Fargo has recorded a notice of default and election to sell under it's deed of trust pursuant to NRS 107.080.

11. Defendant Wells Fargo has failed to provide statutory notice of the foreclosure to the plaintiff .

12. Plaintiff is entitled to an injunction prohibiting the foreclosure sale from proceeding.

13. The plaintiff is entitled to an award of attorneys fees and costs.

SECOND CLAIM FOR RELIEF

14. Plaintiff repeats the allegations contained in paragraphs 1 through 13.

15. Plaintiff is entitled to a determination from this court, pursuant to NRS 40.010 that the plaintiff is the rightful owner of the property and that the defendants have no right, title, interest or claim to the subject property.

16. The plaintiff is entitled to an award of attorneys fees and costs.

THIRD CLAIM FOR RELIEF

17. Plaintiff repeats the allegations contained in paragraphs 1 through 16.

18. Plaintiff seeks a declaration from this court, pursuant to NRS 40.010, that title in the property is vested in plaintiff free and clear of all liens and encumbrances, that the defendants herein have no estate, right, title or interest in the property, and that defendants are forever enjoined from asserting any estate, title, right, interest, or claim to the subject property adverse to the plaintiff.

19. The plaintiff is entitled to an award of attorneys fees and costs.

WHEREFORE, plaintiff prays for Judgment as follows:

1. For injunctive relief;

1 2. For a determination and declaration that plaintiff is the rightful holder of title to the
2 property, free and clear of all liens, encumbrances, and claims of the defendants.

3 3. For a determination and declaration that the defendants have no estate, right, title, interest
4 or claim in the property.

4. For a judgment forever enjoining the defendants from asserting any estate, right, title, interest or claim in the property; and

7 5. For such other and further relief as the Court may deem just and proper.

8 DATED this 28th day of March 2013.

LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.

By: / s / Michael F. Bohn, Esq. /
Michael F. Bohn, Esq.
376 East Warm Springs Road, Ste. 125
Las Vegas, Nevada 89119
Attorney for plaintiff

1 **IAFD**
MICHAEL F. BOHN, ESQ.
2 Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
3 LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.
4 376 East Warm Springs Road, Ste. 125
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5 (702) 642-3113/ (702) 642-9766 FAX
6 Attorney for plaintiff

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DISTRICT COURT
CLARK COUNTY, NEVADA

DAISY TRUST
Plaintiff,

vs.

WELLS FARGO BANK NA, MTC
FINANCIAL, INC., dba TRUSTEE CORPS,
DONALD K. BLUME and CYNTHIA S.
BLUME
Defendants.

CASE NO.:
DEPT NO.:

INITIAL APPEARANCE FEE DISCLOSURE

Pursuant to NRS Chapter 19, filing fees are submitted for the party appearing in the above-entitled action as indicated below:

Daisy Trust Plaintiff \$270.00

TOTAL REMITTED: \$270.00

DATED this 28th day of March 2013.

LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.

By: / s /Michael F. Bohn, Esq. /
MICHAEL F. BOHN, ESQ.
376 East Warm Springs Road, Ste. 125
Las Vegas, Nevada 89119
Attorney for plaintiff

IN THE SUPREME COURT OF THE STATE OF NEVADA

INDICATE FULL CAPTION:

DAISY TRUST

Appellant

vs.

WELLS FARGO BANK NA,

Respondent

No. 72747

Electronically Filed
Apr 26 2017 11:31 a.m.

DOCKETING Elizabeth Brown
CIVIL APPEALS Clerk of Supreme Court

GENERAL INFORMATION

All appellants not in proper person must complete this docketing statement. NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, classifying cases for en banc, panel, or expedited treatment, compiling statistical information and identifying parties and their counsel.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 26 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v. Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department 23
County Clark Judge Stefany A. Miley
District Ct. Case No. A679095

2. Attorney filing this docketing statement:

Attorney Michael F. Bohn, Esq. Telephone 702-642-3113
Firm Law Offices of Michael F. Bohn, Esq., Ltd.
Address 376 E. Warm Springs Road, Suite 140
Las Vegas, Nevada 89119

Client(s) Daisy Trust

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

3. Attorney(s) representing respondents(s):

Attorney Robin E. Perkins Telephone 702-784-5200
Firm Snell & Wimer LLP
Address 3883 Howard Hughes Pkwy # 1100
Las Vegas, NV 89169
Client(s) Wells Fargo Bank, N.A.

Attorney _____ Telephone _____

Firm _____

Address _____

Client(s) _____

4. Nature of disposition below (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Judgment after bench trial | <input type="checkbox"/> Dismissal: |
| <input type="checkbox"/> Judgment after jury verdict | <input type="checkbox"/> Lack of jurisdiction |
| <input checked="" type="checkbox"/> Summary judgment | <input type="checkbox"/> Failure to state a claim |
| <input type="checkbox"/> Default judgment | <input type="checkbox"/> Failure to prosecute |
| <input type="checkbox"/> Grant/Denial of NRCP 60(b) relief | <input type="checkbox"/> Other (specify): _____ |
| <input type="checkbox"/> Grant/Denial of injunction | <input type="checkbox"/> Divorce Decree: |
| <input type="checkbox"/> Grant/Denial of declaratory relief | <input type="checkbox"/> Original <input type="checkbox"/> Modification |
| <input type="checkbox"/> Review of agency determination | <input type="checkbox"/> Other disposition (specify): _____ |

5. Does this appeal raise issues concerning any of the following?

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None

8. Nature of the action. Briefly describe the nature of the action and the result below:

Plaintiff filed an action for quiet title and declaratory relief after it purchased a real property at a foreclosure sale conducted pursuant to NRS Chapter 116. It is the plaintiff's position that the foreclosure sale extinguished all outstanding liens on the property. The district court granted summary judgment in favor of the defendant.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

The issues were whether Freddie Mac complied with Nevada law to hold any interest in the deed of trust extinguished by the HOA foreclosure sale, whether the HOA was required to obtain the consent of the Federal Housing Finance Agency before conducting its foreclosure sale, whether defendant had prudential standing to assert rights allegedly held by FHFA, whether the HOA foreclosure sale extinguished the deed of trust assigned to defendant, whether the unrecorded claim that Freddie Mac owned the loan and had an interest in the Property was void as to plaintiff, whether FHFA consented to the foreclosure sale,

10. Pending proceedings in this court raising the same or similar issues. If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

Saticoy Bay LLC Series 9641 Christine View v. Federal National Mortgage Association, Case No. 69419, included arguments regarding whether 12 U.S.C. 4617(j)(3) prevented a deed of trust assigned to Fannie Mae from being extinguished by an HOA foreclosure sale, whether the HOA was required to obtain the consent of FHFA before conducting its foreclosure sale, and whether defendant had prudential standing to assert rights allegedly held by FHFA.

11. Constitutional issues. If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. Other issues. Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☒ An issue of public policy

☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

13. Trial. If this action proceeded to trial, how many days did the trial last? _____

Was it a bench or jury trial? _____

14. Judicial Disqualification. Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?
N/A

TIMELINESS OF NOTICE OF APPEAL

15. Date of entry of written judgment or order appealed from 10/14/2016

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

16. Date written notice of entry of judgment or order was served 10/17/2016

Was service by:

☐ Delivery

☒ Mail/electronic/fax

17. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

☐ NRCP 50(b) Date of filing _____

☐ NRCP 52(b) Date of filing _____

☐ NRCP 59 Date of filing _____

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v. Washington, 126 Nev. ____, 245 P.3d 1190 (2010).

(b) Date of entry of written order resolving tolling motion _____

(c) Date written notice of entry of order resolving tolling motion was served _____

Was service by:

☐ Delivery

☐ Mail

18. Date notice of appeal filed 03/29/2017

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

19. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4 (a)

SUBSTANTIVE APPEALABILITY

20. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

- | | |
|---|---------------------------------------|
| <input checked="" type="checkbox"/> NRAP 3A(b)(1) | <input type="checkbox"/> NRS 38.205 |
| <input type="checkbox"/> NRAP 3A(b)(2) | <input type="checkbox"/> NRS 233B.150 |
| <input type="checkbox"/> NRAP 3A(b)(3) | <input type="checkbox"/> NRS 703.376 |
| <input type="checkbox"/> Other (specify) _____ | |

(b) Explain how each authority provides a basis for appeal from the judgment or order:
Appeal from an order granting summary judgment, which order became final on March 28, 2017 when a default judgment was entered against the remaining defendant, Donald K. Blume.

21. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Daisy Trust, plaintiff
Wells Fargo, N.A., defendant
MTC Financial Inc., dba Trustee Corps, defendant
Donald K. Blume, defendant
Cynthia S. Blume, defendant

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in this appeal, *e.g.*, formally dismissed, not served, or other:

MTC Financial Inc. signed a stipulation for non-monetary relief
Donald K. Blume - a default judgment was entered in the district court case.
Cynthia S. Blume was dismissed from the district court case

22. Give a brief description (3 to 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.

1. Injunctive relief;
2. Quiet title; and
3. Declaratory relief

23. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?

☐ Yes

☒ No

24. If you answered "No" to question 23, complete the following:

(a) Specify the claims remaining pending below:

The order appealed from did not adjudicate plaintiff's claims against defendant, Donald K. Blume. The remaining claims were resolved on March 28, 2017 when a default judgment was entered against the remaining defendant, Donald K. Blume.

(b) Specify the parties remaining below:

Plaintiff's claims against Donald K. Blume were resolved on March 28, 2017.

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☒ No

(d) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

☐ Yes

☒ No

25. If you answered "No" to any part of question 24, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):

The order granting motion for summary judgment became final and appealable under NRAP 3A(b)(1) when plaintiff's claims against Donald K. Blume were resolved on March 28, 2017.

26. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

VERIFICATION

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

DAISY TRUST

Name of appellant

Michael F. Bohn, Esq.

Name of counsel of record

Apr 25, 2017

Date



Signature of counsel of record

Clark County, Nevada

State and county where signed

CERTIFICATE OF SERVICE


I certify that on the 25th day of April, 2017, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Richard C. Gordon, Esq.
Robin E. Perkins, Esq.
SNELL & WILMER, LLP
3883 Howard Hughes Parkway
Suite 1100
Las Vegas, NV 89169

Dated this 25th day of April, 2017


Signature