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SUPREME COURT  
STATE OF NEVADA

10 SATICOY BAY LLC SERIES 9050 W  
11 WARM SPRINGS 2079,

No. 74153

12 Appellant,

13 vs.

14 DITECH FINANCIAL LLC; NEVADA  
15 ASSOCIATION SERVICES; and  
JAMES P. MARKEY,

16 Respondent.  
17  
18

19  
20 **APPELLANT'S OPENING BRIEF**

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Warm Springs 2079  
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1                                    **NRAP 26.1 DISCLOSURE STATEMENT**

2            Counsel for plaintiff/appellant certifies that the following are persons and  
3 entities as described in NRAP 26.1(a), and must be disclosed. These representations  
4 are made in order that the judges of this court may evaluate possible disqualification  
5 or recusal.  
6

7            1. Plaintiff/respondent, Saticoy Bay LLC, Series 9050 W Warm Springs 2079,  
8 is a Nevada limited-liability company.  
9

10           2. The manager for Saticoy Bay LLC, Series 9050 W Warm Springs 2079 is  
11 Bay Harbor Trust.  
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13           3. The trustee for Bay Harbor Trust is Iyad Haddad a/k/a Eddie Haddad.  
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## **TABLE OF AUTHORITIES**

### **CASES:**

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**STATUTES AND RULES:**

NRS 40.010. . . . . 1, 2

NRS 116.31164. . . . . 9, 11, 14

NRS 116.31166. . . . . 1, 7, 8, 14, 15, 16, 17

NRS 178.508. . . . . 10

**JURISDICTIONAL STATEMENT**

(A) Basis for the Supreme Court’s Appellate Jurisdiction: The findings of fact, conclusions of law, and judgment granting Ditech’s motion for summary judgment and the former owner’s joinder to the motion is appealable under NRAP3A(b)(1).

(B) The filing dates establishing the timeliness of the appeal: The findings of fact, conclusions of law, and judgment was filed on August 29, 2017. Notice of entry of the findings of fact, conclusions of law, and judgment was served and filed on August 29, 2017. Plaintiff filed its notice of appeal on September 27, 2017.

(C) The appeal is from findings of fact, conclusions of law, and judgment, filed on August 29, 2017, which granted Ditech’s motion for summary judgment and the

1 former owner's joinder to Ditech's motion for summary judgment.

2  
3 **ROUTING STATEMENT**

4 This case is an action for declaratory relief and injunctive relief requiring that a  
5 foreclosure deed be delivered to plaintiff. Rule 17(a) does not list the claims asserted  
6 by plaintiff in its complaint as one of the cases retained by the Supreme Court.  
7 Counsel for plaintiff/appellant therefore believes that this appeal should be assigned  
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9 to the Court of Appeals.  
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1 tender invalid; 3) entry of a declaration pursuant to NRS 40.010 that because James  
2 P. Markey (hereinafter “former owner”) failed to provide plaintiff with a notice of  
3 redemption and a certified copy of the deed to the property and because Quicken  
4 Loans, Inc. (hereinafter “Lender”) failed to provide plaintiff with a notice of  
5 redemption and certified copies of the deed of trust and assignment of deed of trust,  
6 they lost any rights of redemption; 4) entry of a declaration that plaintiff is the  
7 rightful owner of the property and that the defendants have no right, title, interest or  
8 claim to the Property; and 5) entry of a declaration pursuant to NRS 40.010 that title  
9 to the Property is vested in plaintiff free and clear of all liens and that the defendants  
10 be forever enjoined from asserting any right, title, interest or claim to the Property.  
11

12 (JA1a, pgs. 1-6)

13 On June 6, 2016, the former owner filed an answer to amended complaint.  
14

15 (JA1a, pgs. 14-27)

16 On October 7, 2016, Intervenor Ditech Financial LLC (hereinafter “Ditech”)  
17 filed an answer to plaintiff’s amended complaint. (JA1a, pgs. 56-64)  
18

19 On October 26, 2016, NAS filed an answer to complaint. (JA1b, pgs. 65-69)  
20

21 On March 7, 2017, Ditech filed a motion for summary judgment. (JA1b, pgs.  
22 70-120)  
23  
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1 On March 10, 2017, Ditech filed an errata to its motion for summary  
2 judgment. (JA1b, pgs. 121-131)  
3

4 On March 15, 2017, the former owner filed a joinder to Ditech's motion for  
5 summary judgment. (JA1b, pgs. 132-134)  
6

7 On March 22, 2017, plaintiff filed an opposition to Ditech's motion and the  
8 former owner's joinder, and plaintiff filed a countermotion for summary judgment.  
9 (JA1b, pgs. 135-175)  
10

11 On April 7, 2017, Ditech filed a reply in support of its motion for summary  
12 judgment. (JA1c, pgs. 176-183)  
13

14 On April 10, 2017, the former owner filed a joinder to Ditech's reply in  
15 support of its motion for summary judgment. (JA1c, pgs. 184-186)  
16

17 On June 15, 2017, the former owner filed a supplement to his joinder to  
18 Ditech's reply in support of its motion for summary judgment. (JA1c, pgs. 187-202)  
19

20 On June 15, 2017, Ditech filed a supplemental brief in support of its motion  
21 for summary judgment. (JA2, pgs. 203-429)  
22

23 On August 29, 2017, the court entered findings of fact, conclusions of law,  
24 and judgment granting Ditech's motion for summary judgment and the former  
25 owner's joinder in Ditech's motion, and denying plaintiff's motion for summary  
26  
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1 judgment. (JA3, pgs. 430-445)

2 On August 29, 2017, Ditech served and filed notice of entry of the findings of  
3 fact, conclusions of law, and judgment. (JA3, pgs. 446-464)

4 On September 27, 2017, plaintiff filed its notice of appeal. (JA3, pgs. 465-  
5 466)

### 6 **STATEMENT OF FACTS**

7 Plaintiff obtained title to the Property by entering and paying the high bid of  
8 \$48,600.00 at a public auction held on November 20, 2015. See copy of certificate  
9 of foreclosure sale subject to redemption recorded on November 23, 2015 at JA1b,  
10 pgs. 144-146.

11 The public auction arose from a delinquency in assessments due from the  
12 former owner to The Falls Condominiums aka The Falls @ Rhodes Ranch  
13 (hereinafter "HOA") pursuant to NRS Chapter 116.

14 Ditech is the beneficiary by assignment of a deed of trust recorded as an  
15 encumbrance against the Property on April 12, 2013. See copy of deed of trust at  
16 JA1b, pgs. 148-170, and assignment of deed of trust at JA1b, pgs. 172-175.  
17 Paragraph (C) on page 2 of the deed of trust (JA1b, pg. 149) identified Quicken  
18 Loans, Inc. as the "Lender," and Paragraph (E) on page 2 of the deed of trust  
19  
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1 identified MERS, “acting solely as a nominee for Lender and Lender’s successors  
2 and assigns” as the beneficiary of the deed of trust.  
3

4 On January 12, 2015, NAS recorded a notice of delinquent assessment lien for  
5 \$1,616.35 against the Property. (JA1b, pg. 110)  
6

7 On April 21, 2015, NAS recorded a notice of default and election to sell under  
8 homeowners association lien for \$2,374.63 against the Property. (JA1b, pgs. 112-  
9 113)  
10

11 On September 9, 2015, NAS recorded a notice of foreclosure sale for  
12 \$3,259.91 against the Property. (JA1b, pgs. 115-116)  
13  
14

15 On December 11, 2015, the former owner sent an email to NAS stating that  
16 he wanted to redeem the Property. (JA1c, pgs. 189-190, ¶8) A copy of the email  
17 begins at the bottom of JA1c, pg. 197 and ends on JA1c, pg. 198.  
18

19 On January 12, 2016, NAS sent an email to Eddie Haddad, to plaintiff’s  
20 counsel and to other interested persons stating that “NAS has received funds from  
21 the homeowner to redeem” and that NAS would have a check for \$49,984.15 “to be  
22 picked up as the payment for the redemption.” (JA1c, pg. 201) The record on appeal  
23 does not contain a copy of this check.  
24  
25  
26

27 On January 12, 2016, Eddie Haddad sent an email to NAS stating: “The  
28

1 redemption must come from either the prior owner or the bank or any other party  
2 who has an interest in the property.” (JA1c, pg. 200)  
3

4 On January 14, 2016, the former owner signed a letter addressed to NAS  
5 instructing NAS to distribute the sales proceeds of \$49,984.15 held by NAS to  
6 plaintiff in order to redeem the Property. (JA1c, pg. 199)  
7  
8

9 On January 15, 2016, NAS sent an email to Eddie Haddad and to plaintiff’s  
10 counsel stating: “Our runner delivered to Mr. Bohn’s office today **a cashier’s check**  
11 **of the homeowner’s funds of James Markey**, the homeowner of the property  
12 referred to above.” (JA1c, pg. 200) (emphasis added)  
13  
14

15 The record on appeal does not contain a copy of this check. The record on  
16 appeal also does not contain admissible evidence proving that the check was the  
17 “homeowner’s funds of James Markey.”  
18

19 On January 19, 2016 at 4:09 p.m., counsel for Ditech sent an email to NAS  
20 (JA2, pg. 356) stating in part:  
21  
22

23 However, to whatever extent my client may have an interest in the sales  
24 proceeds or any express authorization from my client is necessary,  
25 Ditech authorizes NAS to tender any sales proceeds in which it may  
26 have an interest to the buyer at the HOA sale through the end of the  
27 redemption period, **provided that the buyer agrees to accept the**  
28 **payment as a redemption of the property for the benefit of Mr.**  
**Markey.** Should the redemption period elapse, Ditech asks NAS to  
retain any sales proceeds until further notice. (emphasis added)

This email was sent only to NAS and was not provided to Mr. Haddad or to

1 plaintiff's counsel.

2 On January 20, 2016 at 11:56 a.m., counsel for plaintiff sent an email to NAS  
3  
4 stating that the redemption period had expired and that "the entirety of the funds"  
5 paid to redeem the Property "MUST come from either the unit owner or the trust  
6 holder." (JA2, pg. 358)

8 On January 20, 2016 at 1:24 p.m., NAS sent an email to plaintiff's counsel and  
9  
10 to Eddie Haddad stating that "[y]esterday evening I received the cashier's check back  
11 from your office that was intended as the payment by the homeowner to complete the  
12 redemption of the foreclosure sale of the property referred to above." (JA1c, pg.  
13 202) This letter also stated that "NAS is taking the legal position that the redemption  
14 by the homeowner was completed in accordance to SB306 **as of January 15, 2016**  
15 when the cashier's check for \$50,052.16 was delivered to your office." (JA1c, pg.  
16 202) (emphasis added)

17  
18 The record on appeal does not contain a copy of the check for \$50,052.16.

### 22 SUMMARY OF THE ARGUMENT

23  
24 Both the former owner and the Lender failed to comply with the requirements  
25 in NRS 116.31166(3) that govern redemption by the unit's owner or any holder of  
26 a recorded security interest that is subordinate to the lien foreclosed.  
27  
28

1 Both the former owner and the Lender failed to comply with the requirements  
2 in NRS 116.31166(4) requiring that specific documents be provided by the person  
3 redeeming the unit.  
4

5 NAS must be ordered to execute and deliver to plaintiff a deed to the Property.  
6

### 7 STANDARD OF REVIEW

8 In Wood v. Safeway, Inc., 121 Nev. 724, 121 P.3d 1026, 1029 (2005), this  
9 Court stated that it “reviews a district court’s grant of summary judgment de novo,  
10 without deference to the findings of the lower court.”  
11

### 12 ARGUMENT

- 13  
14  
15 **1. The former owner and the Lender did not comply with NRS**  
16 **116.31166(3) that governs redemption by the unit’s owner or**  
17 **any holder of a recorded security interest that is subordinate**  
18 **to the lien foreclosed.**

19 The certificate of foreclosure sale recorded on November 23, 2015 proves that  
20 plaintiff obtained title to the Property by entering and paying the high bid of  
21 \$48,600.00 at a public auction held on November 20, 2015. (JA1b, pgs. 144-146).  
22

23 At page 5 of its motion (JA1b, pg. 74), Ditech stated that “[n]othing in the  
24 statute restricts the unit’s owner from using excess proceeds from the HOA sale to  
25 redeem the property.” At the top of page 6 of its motion (JA1b, pg. 75), Ditech  
26 stated that “the statute does not prevent Mr. Markey from redeeming the property  
27  
28

1 with funds obtained via the surplus funds process.”

2 On the other hand, Ditech and the former owner did not prove that the former  
3 owner obtained the monies tendered by NAS in accordance with the “surplus funds  
4 process” prescribed by NRS Chapter 116.  
5

6 NRS 116.31164(7) provides:  
7

8 7. After the sale, the person conducting the sale **shall**:  
9

10 (a) Comply with the provisions of subsection 2 of NRS 116.31166;  
11 and

12 (b) **Apply the proceeds of the sale for the following purposes in  
the following order:**

13 (1) The reasonable expenses of sale;

14 (2) The reasonable expenses of securing possession before sale,  
holding, maintaining, and preparing the unit for sale, including payment  
15 of taxes and other governmental charges, premiums on hazard and  
liability insurance, and, to the extent provided for by the declaration,  
reasonable attorney’s fees and other legal expenses incurred by the  
association;

16 (3) **Satisfaction of the association’s lien;**

17 (4) **Satisfaction in the order of priority of any subordinate claim  
of record; and**

18 (5) Remittance of any excess to the unit’s owner. (emphasis added)

19 At page 6 of its motion (JA1b, pg. 75), Ditech quoted from Leyva v. National  
20 Default Servicing Corp., 127 Nev. 470, 255 P.3d 1275 (2011), and stated that  
21 “substantial compliance” with the statute is sufficient, but earlier in the opinion, this  
22 Court stated that “due to the statute’s [NRS 107.086] and the FMRs’ mandatory  
23 language regarding document production, a party is considered to have fully  
24 complied with the statutes and rules only upon production of all documents.” 255  
25  
26  
27  
28

1 P.3d at 1276-1277.

2 Furthermore, in the paragraph immediately after the language quoted by  
3  
4 Ditech, this Court stated:

5 Here, both the statutory language and that of the FMRs provide that the  
6 beneficiary "shall" bring the enumerated documents, and we have  
7 previously recognized that "'shall' is mandatory unless the statute  
8 demands a different construction to carry out the clear intent of the  
9 legislature." S.N.E.A. v. Daines, 108 Nev. 15, 19, 824 P.2d 276, 278  
10 (1992); see also Pasillas, 127 Nev. at \_\_\_, 255 P.3d at 1285. The  
11 legislative intent behind requiring a party to produce the assignments  
12 of the deed of trust and mortgage note is to ensure that whoever is  
13 foreclosing "actually owns the note" and has authority to modify the  
14 loan. See Hearing on A.B. 149 Before the Joint Comm. on Commerce  
15 and Labor, 75th Leg. (Nev., February 11, 2009) (testimony of  
16 Assemblywoman Barbara Buckley). Thus, we determine that NRS  
17 107.086 and the FMRs necessitate strict compliance.

18 255 P.3d at 1279.

19 In State v. American Bankers Insurance Co., 108 Nev. 880, 882, 802 P.2d  
20 1276, 1278 (1990), this Court stated:

21 In construing statutes, "shall" is presumptively mandatory and "may"  
22 is construed as permissive unless legislative intent demands another  
23 construction. Givens v. State, 99 Nev. 50, 54, 657 P.2d 97, 233 (1983);  
24 Thomas v. State, 88 Nev. 382, 384, 498 P.2d 1314, 1315 (1972). The  
25 State contends that the NRS 178.508 notice provision must be  
26 construed as directory rather than mandatory in order to avoid an  
27 unconstitutional legislative interference with judicial prerogatives.

28 In rejecting the State's argument that the notice provision in NRS 178.508  
"must be construed as directory rather than mandatory," this Court stated:

In adopting a specific notice requirement to sureties and their agents,  
the legislature did not create a basis for determining that substantial  
compliance is sufficient. Literal compliance is necessary in order to  
give force and effect to the 1987 amendment to NRS 178.508.



1 108 Nev. at 883, 802 P.2d at 1278.

2 In Pasillas v. HSBC Bank USA, 127 Nev. 462, 255 P.3d 1281, 1285 (2011),  
3  
4 this Court stated that use of the word “shall” is “mandatory unless the statute  
5 demands a different construction to carry out the clear intent of the legislature.”  
6  
7 (citing S.N.E.A. v. Daines, 108 Nev. 15, 19, 824 P.2d 276, 278 (1992)) In Pasillas,  
8  
9 this Court also stated: “Additionally, Black’s Law Dictionary defines “shall” as  
10 meaning “imperative or mandatory . . . inconsistent with a concept of discretion.  
11 1375 (6th ed. 1990).” Id.

12  
13 The mandatory distribution provision in NRS 116.31164(7) did not authorize  
14  
15 NAS or the former owner to agree between themselves to leapfrog the payments  
16 required by subsections (b)(1), (b)(2), (b)(3) and (b)(4) of NRS 116.31164 and use  
17  
18 sales proceeds belonging to the Lender for the benefit of the former owner. The  
19 former owner is identified as the last person to receive any funds from the sales  
20  
21 proceeds.

22  
23 As discussed above, the record on appeal does not contain any evidence  
24  
25 proving that any sales proceeds were distributed according to NRS 116.31164(7)  
26  
27 before NAS allegedly tendered the check for \$50,052.16 on January 15, 2016.

28 The record on appeal also does not contain any evidence proving that the

1 former owner provided to NAS the funds used by NAS to make the payment.

2 As stated above, NAS waited until after the check for \$50,052.16 was returned  
3  
4 to NAS before obtaining permission from Ditech to use the Lender's portion of the  
5  
6 excess proceeds to make the redemption payment. As stated above, counsel for  
7  
8 Ditech only granted this authorization "provided that the buyer agrees to accept the  
9  
10 payment as a redemption of the property for the benefit of Mr. Markey." (JA2, pg.  
11 356)

12 The email sent by plaintiff's counsel to NAS on January 20, 2016 at 11:56  
13  
14 a.m. proves that NAS did not satisfy this condition for using the monies belonging  
15  
16 to the Lender. (JA2, pg. 358)

17 Furthermore, the assignment of deed of trust recorded on April 28, 2016  
18  
19 (JA1b, pgs. 172-175) proves that the deed of trust was not assigned to Ditech until  
20  
21 three months after the redemption period expired. The record on appeal does not  
22  
23 contain any admissible evidence proving that Ditech had authority to represent the  
24  
25 Lender in January of 2016.

26 Ditech filed a declaration by John Curcio stating that "[t]he final page of  
27  
28 Exhibit 'A' is a printout of entries in the SIR Servicing Transfer Request Detail  
showing that the rights to service the Loan were transferred from Quicken Loans Inc.

1 to Ditech Financial, LLC ('Ditech') on or about March 31, 2013.” (JA2, pg. 254,  
2 ¶10) On the other hand, the record on appeal does not contain a copy of any  
3 servicing agreement between Ditech and Fannie Mae authorizing Ditech to service  
4 the loan on behalf of Fannie Mae. Mr. Curcio also did not state that he had ever seen  
5 such an agreement. The record on appeal also does not contain a copy of any  
6 servicing agreement between Ditech and the Lender authorizing Ditech to service  
7 the loan on behalf of Quicken Loans, Inc.  
8  
9

10  
11  
12 Mr. Curcio also did not provide a proper foundation to admit the screenshots  
13 attached to his declaration as business records. In U-Haul Int’l, Inc. v. Lumbermens  
14 Mut. Cas. Co., 576 F.3d 1040 (9th Cir. 2009), the court of appeals stated that  
15 computer evidence is admissible as a business record if the witness is “qualified to  
16 testify about the business practices and procedures for inputting the underlying  
17 data.” In the present case, Mr. Curcio’s declaration does not prove that he was so  
18 qualified. For example Mr. Curcio does not describe what procedures, if any, existed  
19 to make sure that a written servicing agreement existed before Ditech was identified  
20 as a servicer for the Markey loan in SIR.  
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26 As a result, Ditech did not prove that it had the authority to consent to allow  
27 monies that were required to be distributed to Quicken Loans, Inc. to be used by the  
28

1 former owner to redeem the Property from the foreclosure sale.

2 Furthermore, by claiming that the excess proceeds could be used to redeem the  
3  
4 Property, both Ditech and the former owner were estopped to attack the validity of  
5  
6 the sale. In Moore v. Rochester Weaver Mining Co., 42 Nev. 164, 174 P. 1017, 1018  
7 (1918), this Court stated:

8  
9 The rule is, that where one, without title or authority from the real  
10 owner, assumes to sell and convey the land in fee, and the true owner,  
11 knowing the facts, consents to and does accept the proceeds of the sale  
12 in full satisfaction of his interest, this ought to operate as a confirmation  
13 of the unauthorized sale, and preclude the real owner from asserting his  
14 legal title.

15 Because NAS did not have any discretion to bypass the mandatory hierarchy  
16 in NRS 116.31164(7), and because defendants did not prove that the former owner  
17 had the right to use monies belonging to Quicken Loans, Inc. to redeem the Property,  
18 the Property was not redeemed before the 60 day redemption period expired on  
19 January 19, 2016.

20  
21 **2. Both the former owner and the Lender failed to comply with the**  
22 **requirements of NRS 116.31166(4).**

23 NRS 116.31166(4) provides:

24 4. Notice of redemption **must be served** by the person  
25 redeeming the unit on the person who conducted the sale and on the  
26 person from whom the unit is redeemed, **together with:**

27 (a) If the person redeeming the unit is the unit's owner whose  
28 interest in the unit was extinguished by the sale or his or her successor  
in interest, **a certified copy of the deed to the unit** and, if the person  
redeeming the unit is the successor of that unit's owner, a copy of any

1 document necessary to establish that the person is the successor of the  
2 unit's owner.

3 (b) If the person redeeming the unit is the holder of a recorded  
4 security interest on the unit or the holder's successor in interest:

5 (1) **An original or certified copy of the deed of trust** securing  
6 the unit or a certified copy of any other recorded security interest of the  
7 holder.

8 (2) **A copy of any assignment necessary to establish the claim**  
9 **of the person redeeming the unit, verified by the affidavit of that**  
10 **person,** or that person's agent, or of a subscribing witness thereto.

11 (3) **An affidavit by the person redeeming** the unit, or that  
12 person's agent, showing the amount then actually due on the lien.  
13 (emphasis added)

14 Production of the documents required by NRS 116.31166(4) is mandatory  
15 because NRS 116.31166(4) uses the word "must." The record on appeal does not  
16 contain any evidence proving that the required documents were provided by NAS  
17 to plaintiff when NAS claims to have delivered the check to plaintiff's counsel on  
18 January 15, 2016. As stated above, the record on appeal does not contain a copy of  
19 the check delivered to plaintiff's counsel.

20 As provided by NRS 116.31166(4)(a) if the redemption payment was tendered  
21 by Markey, Markey was required to include with the tender "a certified copy of the  
22 deed to the unit."  
23

24 In addition, defendants did not dispute that the majority of the monies used by  
25 NAS to make the redemption payment came from sales proceeds belonging to the  
26  
27  
28

1 Lender. If the Lender redeemed the Property, however, NRS 116.31166(4)(b)  
2 required that NAS produce “[a]n original or certified copy of the deed of trust,” and  
3 “[a] copy of any assignment necessary to establish the claim of the person redeeming  
4 the unit, verified by the affidavit of that person,” and “[a]n affidavit by the person  
5 redeeming the unit, or that person’s agent, showing the amount then actually due on  
6 the lien.” The record on appeal does not contain any of these required documents.  
7  
8  
9

10 This Court has directed that statutes be construed to give meaning to all of  
11 their parts and language and that courts read each sentence, phrase, and word to  
12 render it meaningful within the context of the purpose of the legislation. Board of  
13 County Comm'rs v. CMC of Nevada, 99 Nev. 739, 744, 670 P.2d 102, 105 (1983).  
14  
15

16 If compliance with NRS 116.31166(3) was all that the Legislature required,  
17 the additional requirements in NRS 116.31166(4) would not exist. Because these  
18 mandatory requirements do exist, and because Ditech and the former owner admit  
19 that the former owner and the Lender did not comply with the mandatory  
20 requirements in NRS 116.31166(4) in any way, plaintiff was not obligated to accept  
21 the check(s) that NAS delivered to plaintiff’s counsel on behalf of the former owner.  
22  
23  
24  
25

26 **3. NAS must be ordered to execute and deliver to plaintiff a deed**  
27 **to the Property.**

28 NRS 116.31166(7) provides:

1 7. If no redemption is made within 60 days after the date of sale, the  
2 person conducting the sale shall:

3 (a) Make, execute and, if payment is made, deliver to the purchaser,  
4 or his or her successor or assign, a deed without warranty which  
conveys to the purchaser all title of the unit's owner to the unit; and

5 (b) Deliver a copy of the deed to the Ombudsman within 30 days  
6 after the deed is delivered to the purchaser, or his or her successor or  
assign.

7 Because defendants did not properly redeem the Property within the 60 day  
8  
9 time limit, NRS 116.31166(7) requires that NAS make, execute and deliver to  
10 plaintiff a deed to the Property. Because NAS will not comply with the statute  
11 voluntarily, NAS must be ordered to comply with NRS 116.31166(7).  
12

13 **CONCLUSION**  
14

15 By reason of the foregoing, plaintiff respectfully requests that this Court  
16 reverse the findings of fact, conclusions of law, and judgment entered by the district  
17 court and direct that an order be entered requiring that NAS deliver to plaintiff a  
18 properly executed foreclosure deed.  
19  
20

21 DATED this 22nd day of January, 2018.  
22

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6 **CERTIFICATE OF SERVICE**

7 In accordance with N.R.A.P. 25, I hereby certify that I am an employee of the  
8 Law Offices of Michael F. Bohn, Esq., Ltd., and that on the 22nd day of January,  
9 2018, a copy of the foregoing **APPELLANT'S OPENING BRIEF** was served  
10 electronically through the Court's electronic filing system to the following  
11 individuals:  
12

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