

**Case No. 74416**

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

SFR INVESTMENTS POOL 1,  
LLC, A NEVADA LIMITED  
LIABILITY COMPANY,

Appellant,

v.

MARCHAI B.T., A BANK  
TRUST,

Respondent.

Electronically Filed  
Dec 17 2018 08:15 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**APPEAL**

From the Eighth Judicial District Court, Clark County  
The Honorable LINDA MARIE BELL  
District Court Case No. A-13-689461-C, Consolidated With A-16-742327-C

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**NOTICE OF SUPPLEMENTAL AUTHORITIES**

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*Attorneys for Appellant SFR Investments Pool 1, LLC*

Pursuant to NRAP 32(e), Appellant SFR Investments Pool 1, LLC (“SFR”) provides notice to this Court that on December 13, 2018, this Court issued the attached Order of Reversal and Remand in *SFR Investments Pool 1, LLC v. Wells Fargo Bank, N.A.*, Appeal No. 70471.

The Order is cited in support of SFR’s argument that *Saticoy Bay LLC Series 2141 Golden Hill v. JPMorgan Chase Bank*, 408 P.3d 558, No. 71246 (Nev. unpublished disposition Dec. 22, 2017) did not reach the question of whether or not a homeowner’s payments may extinguish a superpriority lien. The Order is further cited in support of SFR’s argument that, assuming a homeowner’s payments may extinguish the superpriority lien, the Bank must establish that the payments were actually applied to the superpriority portion of the Association’s lien. (*See* SFR’s Amended Appellant’s Opening Brief, pages 27-30).

DATED this 14th day of December, 2018.

**KIM GILBERT EBRON**

/s/Jacqueline A. Gilbert  
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**CERTIFICATE OF SERVICE**

I hereby certify that this document was filed electronically with the Nevada Supreme Court on the 14th day of December, 2018. Electronic service of the foregoing NOTICE OF SUPPLEMENTAL AUTHORITIES attached shall be made in accordance with the Master Service List as follows:

**Master Service List**

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<b>Docket Number and Case Title:</b>	74416 - SFR INV.'S POOL 1, LLC VS. MARCHAI B.T.
<b>Case Category</b>	Civil Appeal
<b>Information current as of:</b>	Dec 14 2018 12:34 p.m.

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**Electronic notification will be sent to the following:**

Jacqueline Gilbert  
David Merrill

Dated this 14th day of December, 2018.

/s/ Alexander Loglia  
An employee of Kim Gilbert Ebron

Ex. A

# EXHIBIT A

Ex. A

IN THE SUPREME COURT OF THE STATE OF NEVADA

SFR INVESTMENTS POOL 1, LLC, A  
NEVADA LIMITED LIABILITY  
COMPANY; AND SOUTHERN  
HIGHLANDS COMMUNITY  
ASSOCIATION,  
Appellants,  
vs.  
WELLS FARGO BANK, N.A.,  
Respondent.

No. 70471

FILED

DEC 13 2018

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY S. Young  
DEPUTY CLERK

*ORDER OF REVERSAL AND REMAND*

This is an appeal from a district court order granting summary judgment in a declaratory relief and quiet title action. Eighth Judicial District Court, Clark County; Susan Johnson, Judge. Reviewing the summary judgment de novo, *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005), we reverse and remand.<sup>1</sup>

We conclude that the district court erroneously determined that the former homeowner cured the default by paying the HOA's agent (A&K) \$1,115.79 on September 17, 2009, because A&K had informed the homeowner that if payment in that amount was not made by August 26, 2009, additional amounts would become due. As evidenced by A&K's October 20, 2009, letter, additional amounts had become due after August 26, 2009, meaning that the former homeowner remained in default even after the \$1,115.79 payment. Accordingly, the district court erred in setting aside the ensuing foreclosure sale based on the perceived lack of default.

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<sup>1</sup>Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted in this appeal.

Respondent argues alternatively that because the former homeowner's \$1,115.79 payment exceeded the defaulted superpriority portion of the HOA's lien, that portion of the lien was satisfied, thereby rendering the ensuing sale a subpriority-only sale. *Cf. Bank of America, N.A. v. SFR Invs. Pool 1, LLC*, 134 Nev., Adv. Op. 72, 427 P.3d 113, 118-21 (2018) (recognizing that payment of the defaulted superpriority portion of an HOA's lien cures the default as to that portion of the lien such that an ensuing foreclosure sale does not extinguish the first deed of trust). The record does not support affirming on this basis. Assuming a homeowner can satisfy the default as to the superpriority portion of an HOA's lien,<sup>2</sup> the record does not establish that the HOA in this case allocated or had an obligation to allocate the former homeowner's payment in that manner.

We similarly decline to consider in the first instance respondent's remaining alternative arguments in support of affirmance. Accordingly, we

ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.

Pickering, J.  
Pickering

Gibbons J.  
Gibbons

Hardesty, J.  
Hardesty

<sup>2</sup>This court's disposition in *Saticoy Bay LLC Series 2141 Golden Hill v. JPMorgan Chase, N.A.*, Docket No. 71246 (December 22, 2017, Order of Affirmance), was premised on this assumption, but the issue was undeveloped in that it had not been timely and coherently briefed.

cc: Hon. Susan Johnson, District Judge  
Robert F. Saint-Aubin, Settlement Judge  
Alverson Taylor & Sanders  
Kim Gilbert Ebron  
Snell & Wilmer, LLP/Tucson  
Snell & Wilmer, LLP/Las Vegas  
Snell & Wilmer, LLP/Reno  
Eighth District Court Clerk