IN THE SUPREME COURT OF NEVADA

Case No. 77010

JP MORGAN CHASE BANK, N.A.,

Appellant,

v.

SFR INVESTMENT POOL 1, LLC,

Respondent.

Appeal from the Eighth Judicial District Court, Department XXIV
The Honorable Jim Crocket, District Judge
District Court Case No. A-13-692304-C

BRIEF OF AMICUS CURIAE FEDERAL HOUSING FINANCE AGENCY IN SUPPORT OF APPELLANT AND REVERSAL OF THE DISTRICT COURT'S JUDGMENT

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STATEMENT OF INTEREST OF AMICUS CURIAE

Amicus curiae the Federal Housing Finance Agency ("FHFA" or "the Agency") respectfully supports JP Morgan Chase Bank, N.A. ("Chase") in this appeal. The district court's ruling against Chase, and this appeal, will directly impact the interests of entities operating under FHFA's conservatorship—Freddie Mac and Fannie Mae (together, the "Enterprises")—and the interests of FHFA as the Enterprises' Conservator and regulator.

The Enterprises are federally chartered entities that Congress created to enhance the nation's housing-finance market. They own millions of mortgages nationwide, including hundreds of thousands in Nevada.

In 2008, Congress enacted the Housing and Economic Recovery Act ("HERA"), which established FHFA as an independent agency of the federal government and as the Enterprises' regulator. *See* 12 U.S.C. § 4511 *et seq*. HERA vests FHFA with the power to place the Enterprises into conservatorship or receivership under statutorily defined circumstances, mandating that as Conservator, FHFA succeeds to all "rights, titles, powers, and privileges" of an entity in conservatorship with respect to its assets. 12 U.S.C. § 4617(b)(2)(A). On September 6, 2008, FHFA's Director placed the Enterprises into FHFA's conservatorship, where they remain today.

When FHFA acts in its capacity as Conservator, its actions are deemed non-governmental for many substantive purposes. While this brief addresses FHFA's statutory powers as Conservator, FHFA submits the brief exclusively in its capacity as an agency of the United States.[1] In that capacity, FHFA has an interest in this case because if appellee SFR Investments Pool 1, LLC ("SFR") prevails on appeal and this Court were to leave the lower court's decision intact, it would significantly hinder the Enterprises' abilities to fulfill their statutory missions and could hamper FHFA in effectuating its powers to ensure that the Enterprises are effectively supporting the secondary mortgage market.

[1] Under the Nevada Rules of Appellate Procedure, FHFA is permitted, as an agency of the United States, to file this amicus curiae brief without consent of the parties or leave of court, and without a corporate disclosure statement. Nev. R. App. P. 26.1, 29(a).

INTRODUCTION

This case involves a fact pattern familiar to the Court: a Nevada homeowners' association's ("HOA") non-judicial foreclosure and sale of real property for unpaid dues owed by the former homeowner (the "HOA Sale"). In this case, like many others, appellee SFR purchased the property at the HOA Sale. Under Nevada law, such HOA sales—if properly conducted—can extinguish all other preexisting lien interests in the underlying property, including deeds of trust. *See* NRS § 116.3116(2) (the "State Foreclosure Statute"). But a federal statute precludes that result here, as Freddie Mac owned the deed of trust at the time of the HOA Sale. Under 12 U.S.C. § 4617(j)(3), which this Court often refers to as the "Federal Foreclosure Bar," while an Enterprise is in FHFA's conservatorship, its "property," including lien interests, is not "subject to . . . foreclosure."

Here, the key question before the Court is whether Chase's assertion of the Federal Foreclosure Bar was time-barred. It was not.

The foreclosure sale in this case took place on March 1, 2013. The district court held that a three-year limitations period applied and ruled that Chase had not asserted the Federal Foreclosure Bar within that time because Chase first did so in an amended complaint that was formally filed March 9, 2016—a few days after the three-year deadline imposed by the district court. 1 AA 071-81.

But on February 2, 2016—weeks *before* the court-imposed three-year deadline—Chase moved for leave to file the amended complaint; the motion clearly explained that Chase intended to assert the Federal Foreclosure Bar, and it included as an exhibit the proposed amended complaint doing so expressly. 1 AA 049-68. The district court's limitations ruling therefore depends entirely on the premise that the date the amended complaint was formally filed—not the date Chase sought leave to file it—drives the limitations analysis.

That premise is mistaken, as are several other elements of the district court's limitations analysis. Chase's assertion of the Federal Foreclosure Bar was not time-barred, and the district court therefore erred in awarding judgment to SFR. This Court should reverse.

ARGUMENT

The district court's holding that Chase's claims were time-barred under 12 U.S.C. § 4617(b)(12)(A) is incorrect for at least five reasons.

First, even if Chase had to assert the Federal Foreclosure Bar within three years of the March 2013 HOA Sale, Chase did that, moving in February 2016 for leave to file an amended complaint asserting the Federal Foreclosure Bar. The filing of that motion tolled any limitations period until the amended complaint was formally filed; as a result, Chase's assertion of the Federal Foreclosure Bar was timely.

Second, Chase invoked the Federal Foreclosure Bar as a legal theory supporting its claims, not as a separate, free-standing claim to which a limitations period could apply.

Third, even if Chase's assertion of the Federal Foreclosure Bar was a separate claim, it would relate back to the original pleading because it arises out of the same transaction or occurrence initially pled. Nev. R. Civ. P. 15(c).

Fourth, even if Chase's assertion of the Federal Foreclosure Bar was deemed a new quiet-title claim and neither tolling nor relation back were appropriate, Chase's assertion of the Federal Foreclosure Bar would be timely under HERA, which provides a minimum limitations period of six years for claims not sounding in tort. If HERA is assumed to govern, the claims would therefore be timely.

Fifth, even if HERA's tort provision applies in this case, the limitations period is the *longer* of the state-law period or three years. Here, there is no plausible argument that the period could be shorter than the four years NRS 11.220 provides as a catch-all.

Sound policy supports applying HERA's six-year limitations period to preserve Chase's claim. Congress empowered FHFA to facilitate the Enterprises' statutory mission while in conservatorship. *See* 12 U.S.C. §§ 4513, 4617. Applying the longer limitations period authorized by HERA helps FHFA do so and

furthers an important government interest.

Chase timely pled its quiet-title claim asserting the Federal Foreclosure Bar, and this Court should reverse the district court's incorrect holding that the claim was time-barred.

Additionally, the district court's cursory reference to Nevada's bona fide purchaser doctrine in its 2016 order granting summary judgment cannot provide an alternative ground for affirmance. 2 AA 264. SFR is not a bona fide purchaser—SFR had constructive notice that an Enterprise owned the property's deed of trust. What is more, even if SFR was a bona fide purchaser, the Federal Foreclosure Bar and its protections would preempt Nevada's bona fide purchaser doctrine here. Bona fide purchaser doctrine therefore cannot save the district court's flawed judgment, and this Court should reverse it.

I. Chase Moved to Amend Within Three Years, and Therefore Its Assertion of the Federal Foreclosure Bar Cannot Be Time-Barred

The simplest and narrowest ground upon which to reverse is that Chase properly asserted the Federal Foreclosure Bar within three years of the March 1, 2103, HOA Sale. No one contends that the applicable limitations period is shorter than three years—nor could they—so Chase's invocation of the Federal Foreclosure Bar was unquestionably timely if it occurred by March 1, 2016.

The record unequivocally shows that Chase first put SFR and the district court on notice of its intent to assert the Federal Foreclosure Bar by no later than February 2, 2016, when Chase filed its Motion for Leave to Amend Complaint. In that motion, Chase discusses—in great depth—that it is seeking to amend in order to include the Federal Foreclosure Bar in its complaint. 1 AA 052-53. Chase also attached a copy of the proposed amended complaint as an exhibit to the motion. 1 AA 058-68. While Chase filed the motion to amend well *before* three years had passed since the HOA Sale, the district court did not grant the motion until March 8, 2016—a few days *after* three years had elapsed. 1 AA 069-70. Chase diligently filed the amended complaint the very next day, on March 9, 2016.

The district court erred in applying the date Chase's amended complaint was filed, instead of the date Chase moved for leave to file it, when considering the statute of limitations. It would be contrary to precedent, policy, and principles of fairness for Chase to forfeit a claim or theory it timely moved for leave to assert in an amended complaint that Chase timely provided to SFR, simply because Nevada's rules precluded Chase from formally filing the amended complaint until the district court granted leave, an event over which Chase exercised no control.

As Chase discussed in its opening brief before this Court, most courts that have reached this issue agree that the relevant date for a statute of limitations consideration is the date a party moves to amend its complaint, not the date that its

motion is granted and the amended complaint is formally deemed filed. Chase Br. at 20-21. While this Court has not, to FHFA's knowledge, decided this exact issue in the past, it has treated the filing of a motion to amend as the relevant event for statutes of limitations, *see, e.g.*, *Burnett v. C.B.A. Sec. Service, Inc.*, 107 Nev. 787, 789 (Nev. 1991) (denying a motion to amend because the *motion* was not filed timely), and has stated that motions to amend—rather than actual amendments being granted—can toll other deadlines, *see Rogoff v. Johnson*, No. 74179, 2017 WL 5905701, at *1 (Nev. Nov. 29, 2017) (unpublished disposition) (holding that "a timely-filed motion to amend will toll the time to appeal" a decision).

The policy justifications for statutes of limitations would be better served by considering the date a party moves to amend the complaint, rather than the date the motion is granted. Statutes of limitations are "designed to promote justice by preventing surprises through the revival of claims that have been allowed to slumber until evidence has been lost, memories have faded, and witnesses have disappeared." *Order of R.R. Telegraphers v. Railway Express Agency, Inc.*, 321 U.S. 342, 348-49 (1944). And, under Nevada's notice-pleading standard, the "purpose of a complaint" is to ensure that parties have "adequate notice of the nature of the claim and relief sought." *Branda v. Sanford*, 97 Nev. 643, 648 (Nev. 1981). Here, SFR was on notice of Chase's intent to assert the Federal Foreclosure Bar from the moment Chase moved to amend its complaint; Chase discussed its

intent to assert the Bar in its motion and attached a copy of the amended complaint to the motion, 1 AA 049-68, as required by the rules of that court. The motion itself serves the statute of limitations' purpose—avoiding delay and surprises—and should therefore be the relevant date for considering whether an amendment is timely.

The district court's decision to consider the amended complaint's filing, rather than the motion's filing, as the event driving the limitations analysis also goes against our legal system's notions of justice and fairness. Since its founding, this Court has consistently rejected the notion that substantive rights should turn upon "technical niceties" reminiscent of outmoded common-law pleading requirements. *E.g.*, *Hansen-Neiderhauser, Inc. v. State Tax Comm.*, 81 Nev. 307 (1965). Indeed, less than a year after Nevada achieved statehood, this Court aptly noted that "We are not disposed to be more rigid than the [19th-century] courts of England in requiring nicety and precision in pleadings." *Levey v. Fargo*, 1 Nev. 415 (1865). It would be patently unjust if a party could timely file a motion putting an existing defendant on notice of a new claim, only to see the claim forfeited as untimely because a court did not, or due to the press of other business could not, rule on the motion until after the limitations period ran, and this Court should not place its imprimatur on that result.

Aside from the district court's decision here, we know of no decision of any American court applying that draconian rule—as Chase notes, the few decisions that include language broad enough to encompass such an outcome are readily distinguished because they involved amendments that purported to add *new defendants*. Chase Br. at 23 n.5. Because "the interests of justice so require," *State Dept. of Taxation v. Masco Builder Cabinet Grp.*, 265 P.3d 666, 671 (Nev. 2011) (quotation omitted), this Court should hold that a claim asserted in an amended complaint against an existing defendant is timely if a proper motion for leave to amend the complaint was filed within the limitations period, and on that basis reverse the district court's ruling that Chase's assertion of the Federal Foreclosure Bar was untimely.

II. The Federal Foreclosure Bar is a Legal Theory Supporting Chase's Quiet-Title Claim

Even if the Court opts to make Nevada an outlier on the issue of tolling the limitations period during the pendency of a motion for leave to amend a complaint, Chase's assertion of the Federal Foreclosure Bar here was timely because limitations periods only apply to claims, not the legal theories underlying those claims. *See Stalk v. Mushkin*, 199 P.3d 838, 842 (Nev. 2009) (the "true nature of the *claim*" determines the applicable statute of limitations (emphasis added)). FHFA endorses Chase's arguments on this issue, which are independent of any

application of HERA's limitations provision.

III. Chase's Assertion of the Federal Foreclosure Bar Was Timely Under the Relation-Back Doctrine

Even assuming Chase's assertion of the Federal Foreclosure Bar is a claim or defense subject to a statute of limitations, it was timely raised under the relation-back doctrine. Nevada Rule of Civil Procedure 15(c) provides that an amendment setting forth a claim or defense "ar[ising] out of the conduct, transaction, or occurrence" described in the original pleading "relates back to the date of the original pleading." Because Chase's invocation of the Federal Foreclosure Bar is based upon the same occurrence as the quiet-title claim alleged in the original pleading—the March 2013 HOA Sale—that argument "relates back" to the date of original pleading and is thus timely. FHFA endorses Chase's arguments on this issue, which again are independent of any application of HERA's limitations provision.

IV. Chase's Claim is a "Contract Claim" for Purposes of HERA, and Therefore is Timely

Even if Chase's assertion of the Federal Foreclosure Bar is deemed a new quiet-title claim, it would be timely under the limitations provision in HERA, 12 U.S.C. § 4617(b)(12)(A).

Although that statute refers to actions "brought by the Agency as conservator," 12 U.S.C. § 4617(b)(12), courts routinely apply the substantively

identical statute applicable to FDIC receiverships to claims in which another party—typically an assignee—asserts a statutory protection that attached to property of the conservatorship or receivership. The leading case on this issue, *FDIC v. Bledsoe*, 989 F.2d 805, 811 (5th Cir. 1993), found that "assignees of the" agency were entitled to "the same six year period of limitations as the" agency. And, after carefully considering and analyzing one of the few contrary decisions, the Ninth Circuit adopted the *Bledsoe* rule. *U.S. v. Thornburg*, 82 F.3d 886, 891 (9th Cir. 1996) (adopting *Bledsoe* and declining to follow *Wamco, III, Ltd. v. First Piedmont Mortg. Corp.*, 856 F. Supp. 1076 (E.D. Va. 1994)).[2] Accordingly, HERA's limitations provision applies to Chase's quiet-title claim.

HERA states that its limitations periods apply to "any action," but then specifies that for "any contract claim," the applicable period is "the longer of . . . the 6-year period beginning on the date on which the claim accrues; or . . . the period applicable under State law," and for "any tort claim, the longer of" three years or the state-law period. 12 U.S.C. § 4617(b)(12)(A). As Chase explained in its brief before this Court, because the provision covers "any action," it applies to

[2] While the parties below may have argued that HERA's limitations should not apply to claims brought by servicers, FHFA does not challenge the district court's decision that HERA's limitations periods apply to such claims.

every cognizable claim, regardless of label or theory—even those that do not sound clearly in either contract or tort. Chase Br. at 36.

For purposes of the HERA limitations provision, the quiet-title claim at issue here is properly viewed as more akin to a contract claim than a tort claim. As Chase discussed in its opening brief, the cause of action seeks to validate a contractually created interest in the Property and does not bear any resemblance to a tort-based claim. Chase Br. at 36-38. And even if there were a substantial question whether the claim is more tort-like or contract-like, Ninth Circuit precedent confirms that the longer, "contract" period should apply as a matter of federal policy. *See Wise v. Verizon Commc'ns, Inc.*, 600 F.3d 1180, 1187 n.2 (9th Cir. 2010); *FDIC v. Former Officers & Directors of Metro. Bank*, 884 F.2d 1304, 1307 (9th Cir. 1989); *Guam Scottish Rite Bodies v. Flores*, 486 F.2d 748, 750 (9th Cir. 1973). This Court should therefore apply the six-year statute of limitations prescribed by HERA.

Applying the longer, six-year limitations period is also consistent with HERA's underlying policy goals of protecting the conservatorships, maximizing the Enterprises' ability to realize value from their assets, and facilitating their statutory mission while in conservatorship. *See* 12 U.S.C. §§ 4513, 4617. More specifically, HERA authorized FHFA to "preserve and conserve" Enterprise assets, 12 U.S.C. § 4617(b)(2)(B)(iv). HERA's statute of limitations facilitates FHFA and

the Enterprises' ability to minimize potential losses by preserving claims that would otherwise have been lost due to shorter limitations periods. *See Federal Deposit Insurance Co. v. RBS Sec. Inc.*, 798 F.3d 244, 249-50 (5th Cir. 2015) (describing similar benefits associated with an identical FIRREA provision); *Bledsoe*, 989 F.2d at 811 (same). This longer limitations period puts the Enterprises on firmer financial footing by allowing them to more fully protect their assets in the manner Congress envisioned. And when the Enterprises are on firmer financial footing—with the protections Congress granted the conservatorships—they are better able to fulfill their statutory mission of facilitating the secondary mortgage market.

V. Even if Chase's Claim is Deemed a "Tort Claim" for HERA Purposes, It Is Still Timely Because HERA Adopts the Longer State-Law Period

HERA states that the limitations period for "any tort claim" shall be "the longer of" three years or "the period applicable under State law." 12 U.S.C. § 4617(b)(12)(A)(ii). Assuming, *arguendo*, that Chase's claims were "tort" claims, the claims would still be timely because—as Chase has explained persuasively—the relevant state-law period under the applicable Nevada statutes, NRS 11.070 and 11.080 (which govern quiet-title claims), would be five years. Even if Chase's claims were deemed outside NRS 11.070 and 11.080, Nevada law specifies a four-year catch-all limitations period for claims that do not fall into any

statutorily enumerated category. NRS 11.220. There is no plausible argument against Chase's amended complaint being timely under the catch-all provision, which HERA can only extend, not shorten. Thus, even under HERA's "tort" provision—which has no proper application here—Chase's assertion of the Federal Foreclosure Bar was timely.

VI. SFR Is Not a Bona Fide Purchaser, But Even If It Were, the Federal Foreclosure Bar Would Preempt Any State-Law Protection

In its original 2016 order granting SFR's motion for summary judgment, the district court included one sentence suggesting that SFR may be a bona fide purchaser and that this status may protect SFR from any claim based on Freddie Mac's interest in the Property, grounding that suggestion on the fact that Freddie Mac was not the deed of trust's record beneficiary at the time of the HOA Sale. 2 AA 264. To whatever extent that discussion might constitute a holding, it would be erroneous.

The plain language of Nevada's bona-fide-purchaser statutes makes clear that SFR was not a bona fide purchaser, as the deed of trust was undisputedly recorded prior to the HOA Sale. *See* NRS 111.180. NRS 111.325, which generally governs bona fide purchaser status, does not govern what interests must be recorded in order to be valid. In fact, this Court recently concluded that "NRS 111.325 does not support [the] position that the purported transfer of the loan to

[an Enterprise] need[s] to be recorded." *CitiMortgage v. TRP Fund*, 2019 WL 1245886, at *2. And this Court has also confirmed that Freddie Mac's interest was "perfected" and therefore properly recorded under Nevada law when Freddie Mac's servicer, Chase, appeared as beneficiary of record on Freddie Mac's behalf. *In re Montierth*, 354 P.3d 648, 650-51 (Nev. 2015).

At the time of the HOA Sale, the deed of trust and its assignment to Chase were recorded. *See* 3 AA 515-17. The recorded deed of trust and assignment put SFR on notice of a potentially adverse Enterprise interest. The deed of trust's language indicating that it is a "Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS," APP000185, provide notice that the instrument might be owned by an Enterprise. *CitiMortgage v. TRP Fund*, 2019 WL 1245886, at *1 (holding that since the deed of trust states that it is a "Fannie Mae/Freddie Mac UNIFORM INSTRUMENT, . . . we cannot conclude that [HOA sale purchaser] purchased the property without notice of Fannie Mae's potential interest in the property"); *SFR v. Green Tree*, 2018 WL 6721370, at *2 n.3; *Guberland*, 2018 WL 3025919, at *1 n.2. It should have come as no surprise to SFR that the property it purchased at the HOA foreclosure sale might be subject to a deed of trust owned by Freddie Mac.

Further, Fannie Mae and Freddie Mac are by far the largest actors in the mortgage industry, especially in the aftermath of the recent housing crisis. In

2008, the Enterprises' "mortgage portfolios had a combined value of $5 trillion and *accounted for nearly half of the United States mortgage market*." *Perry*, 864 F.3d at 599-600 (emphasis added). Since 2012, "Fannie and Freddie, among other things, collectively purchased at least 11 million mortgages." *Id.* at 602. Accordingly, "[t]he position held in the home mortgage business by Fannie Mae and Freddie Mac make[s] them *the dominant force* in the market." *Town of Babylon v. FHFA*, 699 F.3d 221, 225 (2d Cir. 2012) (emphasis added) (internal quotation marks omitted); *see Nomura*, 873 F.3d at 105 (same). Given the publicly recorded documents and the Enterprises' dominant role in the mortgage industry, SFR cannot deny that Freddie Mac's ownership of the deed of trust was foreseeable at the time it purchased the Property, nor can it claim to be ignorant of the federal law governing and protecting the conservatorships. *See del Junco v. Conover*, 682 F.2d 1338, 1342 (9th Cir. 1982). Allowing SFR to cloak itself with bona fide purchaser status and ignore the significant chance that a property purchased at a foreclosure sale was subject to an interest owned by one of the Enterprises would contravene Congress's clear and manifest goal to protect FHFA's assets. *See Berezovsky*, 869 F.3d at 931.

Additionally, SFR cannot plausibly claim to have lacked any practical means of ascertaining whether Freddie Mac in fact had an interest in the deed of trust. FHFA has publicly and repeatedly confirmed that, upon inquiry, it will state

whether an entity in conservatorship holds an interest in a given property.[3] SFR's problem is that it never made the inquiry.

But even if SFR were to be considered a bona fide purchaser, applying the state bona-fide-purchaser doctrine to extinguish Freddie Mac's federally protected interest would clearly conflict with the Federal Foreclosure Bar. Indeed, this Court acknowledged that federal courts have held that the Federal Foreclosure Bar preempts Nevada's bona fide purchaser statutes under these circumstances. *See Guberland*, 2018 WL 3025919, at *2 n.3 (citing *JPMorgan Chase Bank, N.A. v. GDS Fin. Servs.*, No. 2:17-cv-02451, 2018 WL 2023123, at *3 (D. Nev. May 1, 2018)). The federal decision *Guberland* cites concluded that, because Nevada's bona fide purchaser law was an obstacle to Congress' goal of protecting FHFA's assets, "Nevada's law on bona fide purchasers is preempted by the federal foreclosure bar." *GDS Fin. Servs.*, 2018 WL 2023123, at *3.[4]

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[3] *See, e.g.*, FHFA Amicus Br. 15-16, *Nationstar Mortgage* v. *Guberland, LLC - Series 3*, No. 70546 (Nev. 2018), Appellees' Suppl. Br. 6-7, *SFR Investments Pool 1, LLC* v. *Green Tree Servicing*, No. 72010 (Nev. 2018); Appellees' Br. 19 n.6, *Alessi & Koenig* v. *Fed Hous. Fin. Agency*, No. 18-16166 (9th Cir. 2018).

[4] Many courts have reached the same conclusion. *E.g.*, *Pine Barrens*, 2019 WL 1446951, at *6; *Bank of America, N.A. v. Palm Hills Homeowners Ass'n, Inc.*, No. 2:16-cv-614-APG-GWF, 2019 WL 958378, at *2 (D. Nev. Feb. 26, 2019); *Nevada Sandcastles, LLC v. Nationstar Mortg., LLC*, No. 2:16-cv-1146-MMD-NJK, 2019 WL 427327, at *3 (D. Nev. Feb. 4, 2019); *Fannie Mae v. Vegas Prop. Servs., Inc.*, No. 2:17-cv-1798-APG-PAL, 2018 WL 5300389, at *2 (D. Nev. Oct. 25, 2018); *Nationstar Mortg. LLC v. Haus*, No. 2:17-cv-1762-JCM-CWH, 2018 WL 5268603, at *4 (D. Nev. Oct. 23, 2018); *Residential Credit Solutions, Inc. v.*

Accordingly, even if SFR would otherwise qualify as a bona fide purchaser under Nevada law—and, as discussed above, it would not—SFR could not rely on any purported bona fide purchaser status to avoid the protection Congress provided to Freddie Mac's interests during conservatorship; the Federal Foreclosure Bar preempts Nevada law to whatever extent it would otherwise permit the extinguishment of Freddie Mac's property interest while Freddie Mac is in FHFA conservatorship.

CONCLUSION

For these reasons, FHFA supports Chase's request that this Court reverse the district court's decisions.

DATED April 19, 2019.

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LV Real Estate Strategic Inv. Grp. LLS Series 5112, No. 2:17-cv-84-JCM-NJK, 2018 WL 4258498, at *4 (D. Nev. Sept. 6, 2018); *U.S. Bank Home Mortg. v. Jensen*, No. 3:17-cv-0603-MMD-VPC, 2018 WL 3078753, at *2 (D. Nev. June 20, 2018).

CERTIFICATE OF SERVICE

Pursuant to NEFCR 9(b)(d)(e), I certify that on April 19, 2019, a true and correct copy of the **BRIEF OF AMICUS CURIAE FEDERAL HOUSING FINANCE AGENCY IN SUPPORT OF APPELLANT AND REVERSAL OF THE DISTRICT COURT'S JUDGMENT**, was transmitted electronically through the Court's e-filing system to the attorney(s) associated with this case.

Role	Party Name	Represented By
Appellant	PMorgan Chase Bank, National Association	Holly A. Priest (Ballard Spahr LLP/Las Vegas) Joel E. Tasca (Ballard Spahr LLP/Las Vegas)
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ATTORNEY'S CERTIFICATE
PURSUANT TO NEVADA RULE OF APPELLATE PROCEDURE 28.2

1. I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because:

[X] This brief has been prepared in a proportionally spaced typeface using Microsoft Word in 14-point Times New Roman typeface; or

[ ] This brief has been prepared in a monospaced typeface using [state name and version of word-processing program] with [state number of characters per inch and name of type style].

2. I further certify that this brief complies with the page- or type-volume limitations of NRAP 32(a)(7) because, excluding the parts of the brief exempted by NRAP 32(a)(7)(C), it is either:

[X] Proportionately spaced, has a typeface of 14 points or more, and contains 4,281 words; or

[ ] Monospaced, has 10.5 or fewer characters per inch, and contains _____ words or _____ lines of text; or

[ ] Does not exceed _____ pages.

3. Finally, I hereby certify that I have read this appellate brief, and to the best of my knowledge, information, and belief, it is not frivolous or interposed for any improper purpose. I further certify that this brief complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any, of the transcript or appendix where the matter relied on is to be found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

Dated: April 19, 2019.

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