

**NOAS**

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Electronically Filed  
Apr 24 2019 09:31 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

ANTHONY S. NOONAN IRA, LLC; and  
LOU NOONAN; and JAMES M. ALLRED  
IRA, LLC;

Plaintiffs,

v.

CASE NO. A-14-710465-C  
DEPT NO. IV

**PLAINTIFFS' NOTICE OF  
APPEAL**

MATTHEW M. BIGAM; and CORONADO  
RANCH LANDSCAPE MAINTENANCE  
CORPORATION; and REPUBLIC  
MORTGAGE; and REPUBLIC MORTGAGE  
LLC; and U.S. BANK NATIONAL  
ASSOCIATION as Trustee for the  
Certificateholders of Citigroup Mortgage Loan  
Trust Inc., Mortgage pass-through certificates,  
Series 2007-AR7; and BANK OF AMERICA  
NA; and NATIONSTAR MORTGAGE, LLC;  
and REAL TIME RESOLUTIONS, INC.; and  
REPUBLIC SILVER STATE DISPOSAL,  
INC.; and ROE CORPORATIONS I-V,  
inclusive,

Defendants.

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA, LLC  
("Plaintiffs"), by and through their attorneys of record, Michael Beede, Esq. and James W. Fox,  
Esq. of The Law Office of Mike Beede, PLLC, hereby appeals to the Supreme Court of Nevada  
the March 18, 2019 Findings of Fact, Conclusions of Law and Judgment granting Defendants'

1 Nationstar Mortgage LLC and U.S. Bank, N.A.'s Motion for Summary Judgment and denying  
2 Plaintiffs' Motion for Summary Judgment and Renewed Motion for Summary Judgment, and all  
3 interlocutory orders incorporated therein.

4 DATED this 17<sup>th</sup> day of April, 2019.

5 THE LAW OFFICE OF MIKE BEEDE, PLLC

6 By: /s/ Michael Beede, Esq.  
7 MICHAEL BEEDE, ESQ.  
8 Nevada Bar No. 13068  
9 JAMES W. FOX, ESQ.  
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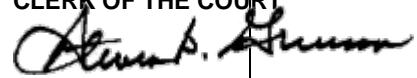
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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

ANTHONY S. NOONAN IRA, LLC; and  
LOU NOONAN; and JAMES M. ALLRED  
IRA, LLC;

Plaintiffs,

v.

MATTHEW M. BIGAM; and CORONADO  
RANCH LANDSCAPE MAINTENANCE  
CORPORATION; and REPUBLIC  
MORTGAGE; and REPUBLIC MORTGAGE  
LLC; and U.S. BANK NATIONAL  
ASSOCIATION as Trustee for the  
Certificateholders of Citigroup Mortgage Loan  
Trust Inc., Mortgage pass-through certificates,  
Series 2007-AR7; and BANK OF AMERICA  
NA; and NATIONSTAR MORTGAGE, LLC;  
and REAL TIME RESOLUTIONS, INC.; and  
REPUBLIC SILVER STATE DISPOSAL,  
INC.; and ROE CORPORATIONS I-V,  
inclusive,

Defendants.

CASE NO. A-14-710465-C  
DEPT NO. IV

**PLAINTIFFS' CASE APPEAL  
STATEMENT**

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA, LLC  
("Plaintiffs"), by and through their attorneys of record, Michael Beede, Esq. and James W. Fox,

Esq. of The Law Office of Mike Beede, PLLC, hereby submits its Case Appeal Statement pursuant to NRAP3(f)(3).

1) The Appellants filing this Case Appeal statement are Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA, LLC.

2) The order(s) appealed are:

a) The Findings of Fact, Conclusions of Law and Judgment granting Defendants' Nationstar Mortgage LLC and U.S. Bank, N.A.'s Motion for Summary Judgment and denying Plaintiffs' Motion for Summary Judgment and Renewed Motion for Summary Judgment, signed by the Honorable Judge Kerry Earley on March 13, 2019, and filed in the above-entitled Court on March 18, 2019. A Notice of Entry of Order was filed March 19, 2019.

3) Appellants are Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA, LLC. Counsel for Appellants is as follows:

**THE LAW OFFICE OF MICHAEL BEEDE, PLLC**

Michael N. Beede, Esq.

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4) The Respondents are Nationstar Mortgage, LLC and U.S. Bank, N.A. Counsel for Respondents is follows:

**AKERMAN, LLP**

Ariel E. Stern, Esq.

Nevada Bar No. 8276

Donna M. Wittig, Esq.

Nevada Bar No. 11015

1635 Village Center Circle, Suite 200

Las Vegas, NV 89134

T: (702) 634-5000

F: (702) 380-8572

5) All counsel listed above are licensed to practice law in Nevada.

- 1 6) Appellants were represented by retained counsel in the District Court.
- 2 7) Appellants are represented by retained counsel on appeal.
- 3 8) Appellants were not granted leave to proceed in forma pauperis by the District Court.
- 4 9) The date proceedings commenced in District Court was December 1, 2014.
- 5 10) In this action, Appellants argue that it took title to the property located at 7883 Tahoe
- 6 Ridge Ave., Las Vegas, NV 89139, and bearing Clark County Assessor's Parcel
- 7 Number 176-11-311-013 (the "Property") free and clear of all liens as a result of an
- 8 HOA superpriority lien foreclosure sale. The Court ruled in favor of Respondents,
- 9 Nationstar Mortgage, LLC and U.S. Bank, N.A. ("Respondents") on the errant
- 10 conclusion that deed of trust beneficiary satisfied the HOA's superpriority lien
- 11 portion. Appellant contends that the deed of trust beneficiary miscalculated the
- 12 superpriority lien portion. Based on the miscalculation, the deed of trust beneficiary's
- 13 agent attempted to pay an insufficient amount, but conditioned the payment on the
- 14 agreement that the debt had been paid-in-full.
- 15 11) This case was not previously the subject of an appeal to this Court
- 16 12) This appeal does not involve child custody or visitation.
- 17 13) This does involve the possibility of settlement.

18 DATED this 17<sup>th</sup> day of April, 2019.

19 THE LAW OFFICE OF MIKE BEEDE, PLLC

20 /s/ Michael Beede, Esq.

21 MICHAEL BEEDE, ESQ.

22 Nevada Bar No. 13068

23 JAMES W. FOX, ESQ.

24 Nevada Bar No. 13122

25 2470 St. Rose Pkwy, Suite 307

26 Henderson, NV 89074

27 *Attorneys for Plaintiffs*

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An Employee of The Law Office of Mike Beede, PLLC

## EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY****CASE NO. A-14-710465-C**

**Anthony S Noonan IRA LLC, Plaintiff(s)**  
**vs.**  
**Matthew Bigam, Defendant(s)**

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Location: **Department 4**  
 Judicial Officer: **Earley, Kerry**  
 Filed on: **12/01/2014**  
 Case Number History:  
 Cross-Reference Case Number: **A710465**

**CASE INFORMATION**Case Type: **Other Title to Property**

Case  
 Status: **12/01/2014 Open**

**DATE****CASE ASSIGNMENT****Current Case Assignment**

Case Number A-14-710465-C  
 Court Department 4  
 Date Assigned 08/07/2015  
 Judicial Officer Earley, Kerry














**PARTY INFORMATION**

<b>Plaintiff</b>	<b>Anthony S Noonan IRA LLC</b>	<i>Lead Attorneys</i> <b>Beede, Michael</b> <i>Retained</i> 702-473-8406(W)
	<b>James M Allred IRA LLC</b>	<b>Beede, Michael</b> <i>Retained</i> 702-473-8406(W)
	<b>Noonan, Lou</b>	<b>Beede, Michael</b> <i>Retained</i> 702-473-8406(W)
<b>Defendant</b>	<b>Bank of America NA</b>	
	<b>Bigam, Matthew M</b>	
	<b>Nationstar Mortgage LLC</b>	<b>Stern, Ariel E.</b> <i>Retained</i> 702-634-5000(W)
	<b>Real Time Resolutions Inc</b> Removed: 06/30/2015 Dismissed	
	<b>Republic Mortgage</b>	
	<b>Republic Mortgage LLC</b>	
	<b>Republic Silver State Disposal Inc</b>	<b>Williams, Donald H</b> <i>Retained</i> 7023207755(W)
	<b>US Bank National Association EE</b>	<b>Stern, Ariel E.</b> <i>Retained</i> 702-634-5000(W)

**DATE****EVENTS & ORDERS OF THE COURT****INDEX**



**CASE SUMMARY****CASE NO. A-14-710465-C****EVENTS**

12/01/2014	 Complaint Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Complaint</i>
12/01/2014	Case Opened
12/04/2014	 Affidavit of Due Diligence Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Due Diligence - Bank of America NA</i>
12/04/2014	 Affidavit of Due Diligence Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Due Diligence - US Bank National Association EE</i>
12/11/2014	 Affidavit of Service Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Service for U.S. Bank National Association EE</i>
12/11/2014	 Affidavit of Service Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Service for Bank of America NA</i>
12/19/2014	 Affidavit of Service Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Service for Nationstar Mortgage LLC</i>
12/19/2014	 Affidavit of Due Diligence Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Due Diligence - Republic Mortgage</i>
12/19/2014	 Affidavit of Due Diligence Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Due Diligence - Republic Mortgage LLC</i>
01/12/2015	 Affidavit of Service Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Service for Republic Mortgage</i>
01/12/2015	 Affidavit of Service Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Service for Republic Mortgage LLC</i>
01/26/2015	 Default Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Default - Nationstar Mortgage LLC</i>
02/02/2015	 Affidavit of Due Diligence Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Due Diligence - Matthew M Bigam</i>
02/02/2015	 Affidavit of Due Diligence Filed By: Plaintiff Anthony S Noonan IRA LLC

# CASE SUMMARY

CASE NO. A-14-710465-C

*Affidavit of Due Diligence - Matthew M Bigam*

02/03/2015



Default

Filed By: Plaintiff Anthony S Noonan IRA LLC  
Default Prty: Defendant Bank of America NA  
*(Set Aside 3/20/15) Default - Bank of America NA*

02/03/2015



Default

Filed By: Plaintiff Anthony S Noonan IRA LLC  
Default Prty: Defendant US Bank National Association EE  
*(Set Aside 3/20/15) Default - US Bank National Association EE*

02/04/2015



Notice of Appearance

Party: Defendant Nationstar Mortgage LLC  
*Notice of Appearance on behalf of Nationstar Mortgage, LLC and U.S. Bank, N.A.*

02/04/2015



Initial Appearance Fee Disclosure

Filed By: Defendant Nationstar Mortgage LLC  
*Initial Appearance Fee Disclosure on behalf of Nationstar Mortgage, LLC and U.S. Bank, N.A.*

02/05/2015



Request

Filed by: Plaintiff Anthony S Noonan IRA LLC  
*Request for Prove Up Hearing By Default*

02/05/2015



Application for Default Judgment

Party: Plaintiff Anthony S Noonan IRA LLC  
*Application for Judgment by Default*

02/16/2015



Notice of Proof

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Notice of Proof Up*

02/27/2015



Default

Filed By: Plaintiff Anthony S Noonan IRA LLC  
Default Prty: Defendant Republic Mortgage  
*Default - Republic Mortgage*

02/27/2015



Default

Filed By: Plaintiff Anthony S Noonan IRA LLC  
Default Prty: Defendant Republic Mortgage LLC  
*Default - Republic Mortgage LLC*

03/10/2015



Judgment By Default

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Judgment by Default*

03/20/2015



Stipulation and Order

Filed by: Defendant Nationstar Mortgage LLC  
*Stipulation and Order Setting Aside Default*

03/31/2015



Notice of Entry of Stipulation and Order

Filed By: Defendant Nationstar Mortgage LLC  
*Notice Of Entry Of Stipulation and Order*





**CASE SUMMARY**

**CASE NO. A-14-710465-C**

04/03/2015	 Affidavit of Due Diligence Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Amended Affidavit of Due Diligence - Matthew M Bigam</i>
04/06/2015	 Amended Complaint Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Amended Complaint</i>
04/09/2015	 Affidavit of Mailing Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Mailing of Amended Summons and Amended Complaint</i>
04/09/2015	 Affidavit of Mailing Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Mailing of Amended Summons and Amended Complaint</i>
04/16/2015	 Notice of Lis Pendens Filed by: Plaintiff Anthony S Noonan IRA LLC <i>Notice of Lis Pendens</i>
04/22/2015	 Initial Appearance Fee Disclosure Filed By: Defendant Republic Silver State Disposal Inc <i>Initial Appearance Fee Disclosure</i>
04/22/2015	 Answer to Complaint Filed by: Defendant Republic Silver State Disposal Inc <i>Answer to Complaint</i>
04/23/2015	 Affidavit of Service Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Service for Republic Silver State Disposal, Inc.</i>
04/23/2015	 Affidavit of Service Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Service for Real Time Resolutions, Inc.</i>
05/28/2015	 Affidavit of Due Diligence Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Due Diligence - Matthew M Bigam</i>
05/30/2015	 Certificate of Mailing Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Certificate of Mailing of Summons and Complaint</i>
06/01/2015	 Ex Parte Motion for Enlargement of Time Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Ex Parte Motion to Enlarge Time for Service of Process and for an Order for Service by Publication as to Matthew M. Bigam</i>
06/05/2015	 Order for Service by Publication Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Order Granting Ex Parte Motion to Enlarge Time for Service of Process and for an Order for Service by Publication as to Matthew M. Bigam</i>

# CASE SUMMARY

CASE NO. A-14-710465-C

06/10/2015	 Motion for Summary Judgment Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Plaintiff's Motion for Summary Judgment</i>
06/11/2015	 Amended Certificate of Service Party: Plaintiff Anthony S Noonan IRA LLC <i>Amended Certificate of Service</i>
06/25/2015	 Affidavit of Mailing Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Mailing of Summons and Complaint</i>
06/30/2015	 Stipulation and Order for Dismissal Filed by: Plaintiff Anthony S Noonan IRA LLC <i>Stipulation and Order for Dismissal of Party for and Disclaimer of Interest in Subject Real Property</i>
07/01/2015	 Notice of Entry of Stipulation & Order for Dismissal Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Notice of Entry of Order</i>
07/06/2015	 Motion for Summary Judgment Filed By: Defendant Nationstar Mortgage LLC <i>Nationstar Mortgage LLC's and U.S. Bank, N.A.'s Motion for Summary Judgment</i>
07/09/2015	 Affidavit of Publication of Summons Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit of Publication of Summons</i>
08/07/2015	 Peremptory Challenge Filed by: Plaintiff Anthony S Noonan IRA LLC <i>Peremptory Challenge of Judge</i>
08/07/2015	 Notice of Department Reassignment <i>Notice of Department Reassignment</i>
08/10/2015	 Opposition to Motion For Summary Judgment Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Opposition to Defendants Motion for Summary Judgment</i>
08/10/2015	 Notice of Rescheduling <i>Notice of Rescheduling of Hearing</i>
08/13/2015	 Three Day Notice of Intent to Default Filed by: Plaintiff Anthony S Noonan IRA LLC <i>Three Day Notice of Intent to Enter Default</i>
08/13/2015	 Opposition Filed By: Defendant Republic Silver State Disposal Inc <i>Republic Silver State Disposal, Inc. dba Republic Services' Partial Opposition to Plaintiff's Motion for Summary Judgment</i>
09/04/2015	 Amended Affidavit Filed By: Plaintiff Anthony S Noonan IRA LLC

# CASE SUMMARY

CASE NO. A-14-710465-C

*Amended Affidavit of Mailing of Summons and Complaint*

09/18/2015



Default

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Default*

09/30/2015



Reply in Support

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Plaintiff's Reply in Support of Plaintiff's Motion for Summary Judgment Against Republic Silver State Disposal Inc.*

10/13/2015



Notice of Early Case Conference

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Notice of Early Case Conference*

11/25/2015



Joint Case Conference Report

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Joint Case Conference Report*

12/23/2015



Notice of Rescheduling

*Notice of Rescheduling of Hearing*

01/08/2016



Scheduling Order

*Scheduling Order*

02/03/2016



Order Setting Civil Bench Trial

*Order Setting Civil Bench Trial*

03/30/2016



Supplement

Filed by: Plaintiff Anthony S Noonan IRA LLC  
*Plaintiffs Supplement in Support of their Motion for Summary Judgment*

04/08/2016



Reply in Support

Filed By: Defendant Nationstar Mortgage LLC  
*Nationstar Mortgage LLC's and U.S. Bank, N.A.'s Reply in Support of Motion for Summary Judgment*

04/18/2016



Motion

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Plaintiffs' Motion for Reconsideration of the Order Denying Plaintiffs' Motion for Summary Judgment*

05/03/2016



Motion to Strike

Filed By: Defendant Nationstar Mortgage LLC  
*Motion To Strike Plaintiffs' Motion For Reconsideration Of Order Denying Plaintiffs' Motion For Summary Judgment Or, In The Alternative, Opposition To Plaintiffs' Motion*

05/03/2016



Order Denying Motion

Filed By: Defendant US Bank National Association EE  
*Order Denying Plaintiffs' and Nationstar Mortgage LLC's and US Bank, N.A.'s Motion for Summary Judgment*

05/13/2016



Reply

Filed by: Plaintiff Anthony S Noonan IRA LLC

# CASE SUMMARY

CASE NO. A-14-710465-C

*Plaintiffs' Reply in Support of Their Motion for Reconsideration of the Order Denying Plaintiffs' Motion for Summary Judgment and Opposition to Defendant's Motion to Strike*

05/23/2016



Notice of Entry

Filed By: Defendant Nationstar Mortgage LLC  
*Notice Of Entry Order Denying Plaintiffs' And Nationstar Mortgage Llc's And U.S. Bank N.A.'S Motions For Summary Judgment*

09/23/2016



Affidavit of Service

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Affidavit Of Service*

09/23/2016



Affidavit of Service

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Affidavit Of Service*

11/10/2016



Motion for Summary Judgment

Filed By: Defendant Nationstar Mortgage LLC  
*Nationstar And U.S. Bank's Renewed Motion For Summary Judgment*

11/10/2016



Motion for Summary Judgment

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Plaintiffs' Renewed Motion For Summary Judgment*

11/16/2016



Opposition

Filed By: Defendant Republic Silver State Disposal Inc  
*Republic Silver State Disposal, Inc. dba Republic Services' Partial Opposition to Plaintiffs' Renewed Motion for Summary Judgment*

11/22/2016



Opposition

Filed By: Defendant Republic Silver State Disposal Inc  
*Republic Silver State Disposal, Inc. dba Republic Services' Partial Opposition to Nationstar and U.S. Bank's Renewed Motion for Summary Judgment*

12/05/2016



Opposition to Motion For Summary Judgment

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Plaintiffs' Opposition to Defendants Renewed Motion for Summary Judgment*

12/05/2016



Opposition

Filed By: Defendant Nationstar Mortgage LLC  
*Nationstar And U.S. Bank's Opposition To Plaintiffs' Renewed Motion For Summary Judgment*

12/08/2016



Reply in Support

Filed By: Defendant Nationstar Mortgage LLC  
*Nationstar And U.S. Bank's Renewed Motion For Summary Judgment*

12/08/2016



Reply in Support

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Plaintiffs' Reply In Support Of Their Renewed Motion For Summary Judgment*

12/16/2016



Stipulation and Order

Filed by: Defendant Nationstar Mortgage LLC  
*Stipulation To Continue Deadline to File Pre-Trial Memorandum*

12/20/2016

# CASE SUMMARY

CASE NO. A-14-710465-C

	 Notice of Entry Filed By: Defendant Nationstar Mortgage LLC <i>Notice of Entry of Stipulation to Continue Deadline to File Pre-Trial Memorandum</i>
12/21/2016	 Affidavit of Service Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Affidavit Of Service</i>
02/24/2017	 Notice of Change of Address Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Notice of Change of Address</i>
05/04/2017	 Notice of Rescheduling <i>Notice of Rescheduling of Calendar Call and Trial Stack</i>
09/07/2017	 Stipulation and Order Filed by: Defendant Nationstar Mortgage LLC <i>Stipulation To Continue Trial And All Trial Related Deadlines</i>
09/07/2017	 Notice of Entry Filed By: Defendant Nationstar Mortgage LLC <i>Notice Of Entry Of Stipulation To Continue Trial And All Trial Related Deadlines</i>
01/11/2018	 Notice of Change of Address Filed By: Defendant Nationstar Mortgage LLC <i>Notice Of Change Of Address</i>
05/07/2018	 Notice of Change of Address Filed By: Plaintiff Anthony S Noonan IRA LLC; Plaintiff Noonan, Lou; Plaintiff James M Allred IRA LLC <i>Notice of Change of Address</i>
05/09/2018	 Stipulation and Order Filed by: Defendant Nationstar Mortgage LLC <i>Stipulation to Continue Calendar Call, Trial and All Trial-Related Deadlines (Second Request)</i>
05/10/2018	 Notice of Entry of Stipulation and Order Filed By: Defendant Nationstar Mortgage LLC <i>Notice of Entry of Stipulation to Continue Calendar Call, Trial and All Trial - Related Deadlines (Second Request)</i>
12/19/2018	 Motion for Summary Judgment Filed By: Plaintiff Anthony S Noonan IRA LLC <i>Plaintiff's Second Renewed Motion for Summary Judgment</i>
01/07/2019	 Motion to Strike Filed By: Defendant US Bank National Association EE; Defendant Nationstar Mortgage LLC <i>Nationstar and U.S. Bank's: (1) Motion to Strike Plaintiffs' Second Renewed Motion for Summary Judgment, and Alternatively, (2) Opposition to Plaintiffs' Second Renewed Motion for Summary Judgment, and (3) Supplement to Nationstar and U.S. Bank's Renewed Motion for Summary Judgment</i>
01/09/2019	 Opposition to Motion

# CASE SUMMARY

CASE NO. A-14-710465-C

*Republic Silver State Disposal, Inc. D/B/A Republic Services' Limited Opposition to Plaintiff's Second Renewed Motion for Summary Judgment*

01/29/2019



Answer

Filed By: Defendant US Bank National Association EE; Defendant Nationstar Mortgage LLC  
*Nationstar and U.S. Bank's Answer to Amended Complaint*

01/31/2019



Reply in Support

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Plaintiffs' Reply in Support of Second Renewed Motion for Summary Judgment and Plaintiffs' Opposition to Defendants Nationstar Mortgage LLC and US Bank, N.A.'s Motion to Strike*

03/18/2019



Findings of Fact, Conclusions of Law and Judgment

Filed by: Defendant US Bank National Association EE; Defendant Nationstar Mortgage LLC  
*Findings of Fact, Conclusions of law and Judgment*

03/19/2019



Notice of Entry of Findings of Fact, Conclusions of Law

Filed By: Defendant Nationstar Mortgage LLC  
*Notice of Entry of Findings of Fact, Conclusions of Law and Judgment*

04/17/2019



Notice of Appeal

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Plaintiffs' Notice of Appeal*

04/17/2019



Case Appeal Statement

Filed By: Plaintiff Anthony S Noonan IRA LLC  
*Plaintiffs' Case Appeal Statement*

## **DISPOSITIONS**

03/10/2015

**Default Judgment** (Judicial Officer: Cory, Kenneth)

Debtors: Bank of America NA (Defendant)

Creditors: Anthony S Noonan IRA LLC (Plaintiff), Lou Noonan (Plaintiff), James M Allred IRA LLC (Plaintiff)

Judgment: 03/10/2015, Docketed: 03/17/2015

06/30/2015

**Order of Dismissal** (Judicial Officer: Cory, Kenneth)

Debtors: Real Time Resolutions Inc (Defendant)

Creditors: Anthony S Noonan IRA LLC (Plaintiff), Lou Noonan (Plaintiff), James M Allred IRA LLC (Plaintiff)

Judgment: 06/30/2015, Docketed: 07/07/2015

03/18/2019

**Summary Judgment** (Judicial Officer: Earley, Kerry)

Debtors: Anthony S Noonan IRA LLC (Plaintiff), Lou Noonan (Plaintiff), James M Allred IRA LLC (Plaintiff)

Creditors: US Bank National Association EE (Defendant), Nationstar Mortgage LLC (Defendant)

Judgment: 03/18/2019, Docketed: 03/19/2019

## **HEARINGS**

03/10/2015



**Motion for Prove Up of Default** (9:00 AM) (Judicial Officer: Cory, Kenneth)

*Plaintiff's Request for Civil Prove Up Hearing By Default*

Granted;





Journal Entry Details:

*Anthony S. Noonan sworn and testified. COURT ORDERED, Default GRANTED. ORDER SIGNED IN OPEN COURT. ;*



**CASE SUMMARY**

**CASE NO. A-14-710465-C**

07/08/2015	 <b>Minute Order</b> (1:30 PM) (Judicial Officer: Cory, Kenneth) Minute Order - No Hearing Held; Journal Entry Details: <i>At the request of the Court, the hearing on Plaintiff's Motion for Summary Judgment set for July 14, 2015 at 9:00 a.m. is CONTINUED to August 11, 2015 at 9:00 a.m. CONTINUED TO: 8/11/15 9:00 AM CLERK'S NOTE: The above minute order has been distributed to: Michael Beede, Esq., Ariel Stern, Esq., and Donald Williams, Esq. via e-mail. /mlt ;</i>
10/07/2015	<b>Motion for Summary Judgment</b> (9:00 AM) (Judicial Officer: Earley, Kerry) <b>10/07/2015, 03/02/2016</b> <i>Plaintiff's Motion for Summary Judgment</i> Matter Continued; Matter Continued; See Minute Order Dated 4/8/16 Matter Continued; Matter Continued; See Minute Order Dated 4/8/16
10/07/2015	<b>Motion for Summary Judgment</b> (9:00 AM) (Judicial Officer: Earley, Kerry) <b>10/07/2015, 03/02/2016</b> <i>Nationstar and U.S. Bank's Motion For Summary Judgment</i> Matter Continued; Matter Continued; See Minute Order Dated 4/8/16 Matter Continued; Matter Continued; See Minute Order Dated 4/8/16
10/07/2015	 <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Earley, Kerry) Matter Heard; Journal Entry Details: <i>PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT...NATIONSTAR AND U.S. BANK'S MOTION FOR SUMMARY JUDGMENT Matter reported at counsel's request. Colloquy regarding opposition, service and lien priority. Arguments by counsel regarding the merits of the motions. Ms. Parvan requested for the parties to engage in discovery as there were several points that needed to be addressed. COURT ORDERED, matter CONTINUED to allow time for discovery. FURTHER ORDERED, status check SET. 2/3/2016 - 9:00 AM - STATUS CHECK/PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT/NATIONSTAR AND U.S. BANK'S MOTION FOR SUMMARY JUDGMENT ;</i>
03/02/2016	<b>Status Check</b> (9:00 AM) (Judicial Officer: Earley, Kerry) Matter Continued;
03/02/2016	 <b>All Pending Motions</b> (9:00 AM) (Judicial Officer: Earley, Kerry) Matter Continued; Journal Entry Details: <i>Mr. Williams informed the Court they have worked out a payment arrangement with Pltf's counsel. Mr. Beede advised Deft's haven't documented any Discovery. The Court noted it is waiting to do more Discovery; will allow time to supplement the Motions. Supplemental or Oppositions will be due by 3-30-16. COURT ORDERED, MATTERS CONTINUED. 4-13-16 9:00 AM MOTIONS FOR SUMMARY JUDGMENT (DEPT. IV);</i>
04/08/2016	 <b>Minute Order</b> (10:51 AM) (Judicial Officer: Earley, Kerry) <i>Minute Order Re: Pltf's Motion for Summary Judgment...Nationstar and U.S. Bank's Motion for Summary Judgment</i> Minute Order - No Hearing Held; Minute Order Re: Pltf's Motion for Summary Judgment...Nationstar and U.S. Bank's Motion for Summary Judgment Journal Entry Details: <i>This matter came before the court for Plaintiff Anthony Noonan s Motion for Summary Judgment and Defendants' Nationstar Mortgage, LLC and U.S. Bank, N.A. s competing</i>

# CASE SUMMARY

CASE NO. A-14-710465-C

*Motion for Summary Judgment on March 2, 2016. At oral argument, the Court permitted the parties to conduct more discovery and permitted further briefing on the parties respective Motions for Summary Judgment. A hearing for supplemental briefing was set for April 13, 2016. Pursuant to the March 2, 2016 hearing, parties submitted their respective supplemental briefings. Having reviewed the matters, along with all pleadings, points, and authorities cited therein, the court hereby issues its orders on Plaintiff's Motion for Summary Judgment and Defendant's competing Motion for Summary Judgment. As to Defendant's Motion for Summary Judgment, the court FINDS there are genuine issues of material fact as to whether Defendant's tender of \$162.00 was equal to the extent of any charges incurred by the association on a unit pursuant to NRS 116.310312, and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of the action taken in this case to enforce the lien. Without further discovery, this Court cannot determine whether Defendant's preliminary estimate of 9 months of the HOA's monthly assessments encompasses the entirety of the superpriority lien. Thus, the Court ORDERS Defendant's Motion for Summary Judgment DENIED. As to both Plaintiff's Motion for Summary Judgment and Defendant's Motion for Summary Judgment, the court FINDS that Defendant's tender of payment was sufficient to preserve its interest in the subject property, despite the fact that this court cannot as yet determine what the precise amount of the superpriority lien in this case consists of. Here, Defendant made a good-faith tender of payment to satisfy the superpriority lien despite lacking an accurate accounting of all charges incurred against the subject property. The HOA's failure to provide such an accounting, and to subsequently request funds in excess of those included in the superpriority lien, effectively frustrated the Defendant's efforts to pay the superpriority lien and preserve the Defendant's interest in the property. Therefore, the Court ORDERS that the parties may engage in discovery to determine the nature and amount of the charges incurred against the subject property, and Defendant shall be permitted to pay only those amounts included in the superpriority lien to preserve its interest in the subject property. Thus, the court ORDERS Plaintiff's Motion for Summary Judgment DENIED. Counsel for Defendant to prepare the ORDER, to be approved as to form and content by counsel for the Plaintiff. The hearing on this matter set for April 13, 2016, at 9:00 a.m. is hereby ORDERED off calendar. CLERK'S NOTE: The above minute order has been distributed to: Michael Beede, Esq., (mike@LegalLV.com) and Ariel E. Stern, Esq., (ariel.stern@akerman.com). aw;*

05/18/2016

**Motion to Reconsider (9:00 AM)** (Judicial Officer: Earley, Kerry)

*Plaintiffs' Motion for Reconsideration of the Order Denying Plaintiffs' Motion for Summary Judgment*

## MINUTES

Motion Denied;

05/18/2016

**Motion to Strike (9:00 AM)** (Judicial Officer: Earley, Kerry)

*Defendants Nationstar Mortgage LLC and US Bank NA's Motion To Strike Plaintiffs' Motion For Reconsideration Of Order Denying Plaintiffs' Motion For Summary Judgment Or, In The Alternative, Opposition To Plaintiffs' Motion*

Denied;

05/18/2016



**All Pending Motions (9:00 AM)** (Judicial Officer: Earley, Kerry)

Matter Heard;

Journal Entry Details:

*PLAINTIFF'S MOTION FOR RECONSIDERATION OF THE ORDER DENYING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT ... DEFENDANTS NATIONSTAR MORTGAGE LLC AND US BANK NA'S MOTION TO STRIKE PLAINTIFFS' MOTION FOR RECONSIDERATION OF ORDER DENYING PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT OR, IN THE ALTERNATIVE, OPPOSITION TO PLAINTIFFS' MOTION* Drew Starbuck, Esq. present on behalf of Defendant Republic Silver State Disposal Inc. Mr. Beede argued there was a mistake of fact in the Court's ruling to deny Plaintiff's Motion for Summary Judgment, noting that the HOA collects their fees annually in the amount of \$216.00, which came due six months prior to the action to enforce the lien, and Bank of America made a non-negotiable offer of \$162.00 which was insufficient. Mr. Beede further argued that the offer was rejected as it should have been the entire amount that came due and not a pro-rated amount. Ms. Parvan argued the amount offered was \$116.00 because when the annual fee is broken down monthly, it amounts to \$18.00 per month, therefore Bank of America made their offer based on 9 months of assessments. Ms. Parvan further argued that Plaintiff's were not the bona fide purchasers. COURT ORDERED, Plaintiff's Motion for Reconsideration taken UNDER


# CASE SUMMARY

CASE NO. A-14-710465-C

*SUBMISSION; Def't's Motion to Strike DENIED. CLERK'S NOTE: Pursuant to further in-chambers consideration of the oral arguments presented, as well as the points, authorities, and exhibits submitted in support of Plaintiff's Motion for Reconsideration of the Order Denying Plaintiff's Motion for Summary Judgment, the Court FINDS Plaintiff has not shown the existence of a manifest error of law or fact upon which the Order was based. Further, Plaintiff has not presented newly-discovered or previously unavailable evidence, nor that there was an intervening change in controlling law, nor that the Motion was necessary to prevent manifest injustice. Thus, the Court orders Plaintiff's Motion for Reconsideration DENIED. Counsel for the Defendant to prepare the Order, to be approved as to form and content by counsel for the Plaintiff. aw 5/26/16 CLERK'S NOTE: The above minute order has been distributed to: Michael Beede, Esq., (mike@legallv.com), Christine Parvan, Esq., (christine.parvan@akerman.com) and Drew Starbuck, Esq., (dstarbuck@dhwlawlv.com). aw 5/26/16;*

12/14/2016 **CANCELED Motion for Summary Judgment** (9:00 AM) (Judicial Officer: Earley, Kerry)  
*Vacated - per Law Clerk*  
*Nationstar And U.S. Bank's Renewed Motion For Summary Judgment*

12/14/2016 **CANCELED Motion for Summary Judgment** (9:00 AM) (Judicial Officer: Earley, Kerry)  
*Vacated - per Law Clerk*  
*Plaintiffs' Renewed Motion For Summary Judgment*

12/14/2016  **Pretrial/Calendar Call** (11:00 AM) (Judicial Officer: Earley, Kerry)  
*Trial Date Set;*  
*Journal Entry Details:*  
*Court advised parties a minute order will issue as to the pending summary judgment motion. Colloquy. COURT ORDERED, trial date VACATED and RESET. 5/10/17 11:00 AM PRETRIAL/CALENDAR CALL 5/22/17 9:00 AM BENCH TRIAL;*


01/03/2017 **CANCELED Bench Trial** (9:00 AM) (Judicial Officer: Earley, Kerry)  
*Vacated - per Judge*


09/27/2017 **CANCELED Pretrial/Calendar Call** (11:00 AM) (Judicial Officer: Earley, Kerry)  
*Vacated - per Stipulation and Order*

10/09/2017 **CANCELED Bench Trial** (9:00 AM) (Judicial Officer: Earley, Kerry)  
*Vacated - per Stipulation and Order*

05/09/2018 **CANCELED Pretrial/Calendar Call** (11:00 AM) (Judicial Officer: Hardcastle, Kathy)  
*Vacated - per Stipulation and Order*

05/21/2018 **CANCELED Bench Trial** (9:00 AM) (Judicial Officer: Earley, Kerry)  
*Vacated - per Stipulation and Order*

01/31/2019  **Pretrial/Calendar Call** (11:00 AM) (Judicial Officer: Earley, Kerry)  
*Vacate;*  
*Journal Entry Details:*  
*Donna Wittig, Esq. present on behalf of Defendants Nationstar Mortgage and US Bank National Association. Ms. Wittig stated there was an upcoming Motion for Summary Judgment hearing. Mr. Williams stated the Motion for Summary Judgment might also resolve the Republic Services issue. Court so noted. COURT ORDERED, trial date VACATED.;*

02/07/2019  **Motion for Summary Judgment** (9:00 AM) (Judicial Officer: Earley, Kerry)  
*Plaintiff's Second Renewed Motion for Summary Judgment*  
*Denied;*  
*Journal Entry Details:*  
*Drew Starbuck, Esq. present on behalf of Defendant Republic Silver State Disposal, Inc. Mr. Beede argued even if Defendant delivered tender, the tender amount was not sufficient; argued regarding the amount of HOA dues for the nine-month period. Mr. Beede further argued there was no factual support that Nationstar had a recorded interest in the property. Ms. Wittig argued the Court previously determined tender was sufficient, the ledger stated the homeowner*

**CASE SUMMARY**

**CASE NO. A-14-710465-C**

*was current through December 2010, and the amount paid was more than the amount due. Ms. Wittig further argued Nationstar was brought into the case by the Defendant; argued the only issue that should be before the Court is whether any additional amounts should be due to the HOA. Ms. Wittig moved to strike Plaintiff's Motion and argued it was beyond the scope of supplemental briefing requested. COURT ORDERED, Plaintiff's Second Renewed Motion for Summary Judgment DENIED. COURT FURTHER ORDERED, Nationstar and US Bank's Motion for Summary Judgment GRANTED; Nationstar and US Bank's Motion to Strike Plaintiff's Second Renewed Motion for Summary Judgment DENIED.;*

02/19/2019

**CANCELED Bench Trial** (9:00 AM) (Judicial Officer: Earley, Kerry)  
*Vacated*

## DISTRICT COURT CIVIL COVER SHEET

County, Nevada

I

Case No.

(Assigned by Clerk's Office)

**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

Anthony S. Noonan IRA LLC; LOU NOONAN;  
 JAMES ALLRED IRA LLC.  
 2852 Loveland Dr. #1807  
 Las Vegas, NV 89109

Defendant(s) (name/address/phone):

Matthew M. Bigam; Republic Mortgage; Republic  
 Mortgage LLC; U.S. Bank National Association EE;  
 Bank of America NA; Nationstar Mortgage LLC,

Attorney (name/address/phone):

Michael Beede, Esq.  
 2300 W. Sahara Ave. #420  
 Las Vegas, NV 89102  
 701-473-8406

Attorney (name/address/phone):

**II. Nature of Controversy** (please select the one most applicable filing type below)**Civil Case Filing Types**

<b>Real Property</b> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant <b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure <input checked="" type="checkbox"/> Other Title to Property <b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	<b>Negligence</b> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	<b>Torts</b> <b>Other Torts</b> <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
<b>Probate</b> Probate (select case type and estate value) <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate <b>Estate Value</b> <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	<b>Construction Defect &amp; Contract</b> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract	<b>Judicial Review/Appeal</b> <b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
<b>Civil Writ</b> <b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ		<b>Other Civil Filing</b> <b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

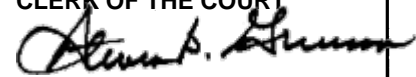
Business Court filings should be filed using the Business Court civil coversheet.

12/1/14

Date

Signature of initiating party or representative

See other side for family-related case filings.



**FFCL**

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

DONNA M. WITTIG, ESQ.

Nevada Bar No. 11015

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*Attorneys for Defendants Nationstar  
Mortgage LLC & U.S. Bank, N.A.*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ANTHONY S. NOONAN IRA, LLC; and LOU  
NOONAN; and JAMES M. ALLRED IRA,  
LLC;

Plaintiff,

v.

MATTHEW M. BIGAM; and REPUBLIC  
MORTGAGE; and REPUBLIC MORTGAGE,  
LLC; and U.S. BANK NATIONAL  
ASSOCIATION EE; and BANK OF AMERICA,  
N.A.; and NATIONSTAR MORTGAGE, LLC;  
and ROE CORPORATIONS I-V, inclusive,

Defendants.

Case No.: A-14-710465-C

Dept.: IV

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND JUDGMENT**

Date of Hearing: February 7, 2019

Time of Hearing: 9:00 a.m.

This case came for hearing on Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA, LLC's (**Plaintiffs**) motion for summary judgment, originally filed June 10, 2015, and defendants Nationstar Mortgage LLC (**Nationstar**) and U.S. Bank National Association (**U.S. Bank**) (Nationstar and U.S. Bank, together, **defendants**) motion for summary judgment filed July 6, 2015. Plaintiffs filed a supplement in support of their motion for summary judgment on March 30, 2016. The court denied both parties' summary judgment motions by minute order entered April 8, 2016, followed by a written order entered May 3, 2016 (**first MSJ order**). The first MSJ

1 order made some findings of fact and conclusions of law, and the court allowed additional limited  
2 discovery.

3 Plaintiffs filed a motion for reconsideration on April 18, 2016, which defendants moved to  
4 strike on May 3, 2016. The court denied both motions.

5 On November 10, 2016, Plaintiffs and defendants both filed renewed motions for summary  
6 judgment.

7 On December 19, 2018, Plaintiffs filed a second renewed motion for summary judgment,  
8 which defendants again moved to strike.

9 A hearing on the parties renewed motions for summary judgment, Plaintiffs' second renewed  
10 motion for summary judgment and defendants' motion to strike was held February 7, 2019. Michael  
11 Beede, Esq. appeared for Plaintiffs. Donna Wittig, Esq. appeared for defendants.<sup>1</sup>

12 The court, having reviewed the briefs and having heard arguments of counsel, makes the  
13 following findings of fact, conclusions of law and judgment on Plaintiffs' claims for quiet  
14 title/declaratory relief, injunctive relief and slander of title against defendants.

### 15 FINDINGS OF FACT

#### 16 A. Findings of Fact from the First MSJ Order

17 The court incorporates its findings of fact from the May 3, 2016 Order Denying Plaintiffs'  
18 and Nationstar Mortgage LLC's and U.S. Bank N.A.s Motions for Summary Judgment as follows:

19 1. In February 2007, Matthew and Leah Bigam purchased the property. The Bigams  
20 financed ownership of the property by way of a loan with Republic Mortgage LLC in the amount of  
21 \$479,400.00 secured by a deed of trust (the **senior deed of trust**) dated February 17, 2009.

22 2. On October 3, 2011, U.S. Bank was assigned the deed of trust. Bank of America,  
23 N.A., and later Nationstar, serviced the loan.

24 ...

25  
26 <sup>1</sup> Drew Starbuck, Esq. appeared for defendant Republic Silver State Disposal, Inc. (**Republic**) for the  
27 limited oppositions Republic filed to the various motions. Mr. Starbuck was excused from the  
28 proceedings, as a settlement has been reached between Plaintiffs and Republic which shall be  
memorialized by separate stipulation.

1           3.       The property is located in Coronado Ranch Landscape Maintenance Association (**the**  
2 **HOA**).

3           4.       Monthly assessments on the property are \$18.

4           5.       On April 26, 2011, the HOA through its agent, Red Rock Financial Services (**Red**  
5 **Rock**) recorded a notice of delinquent assessment lien. In the notice, the HOA stated the Bigams  
6 owed \$730.92, which includes assessments, late fees, interest, fines/violations and collection fees  
7 and costs.

8           6.       On June 21, 2011, the HOA, through its agent Red Rock, recorded a notice of default  
9 and election to sell to satisfy the delinquent assessment lien. The notice states the amount due to the  
10 HOA was \$1,775.62, but does not specify whether it includes assessments, interest, fees and  
11 collection costs in addition to assessments.

12           7.       On July 25, 2011, after the HOA recorded its notice of default, Miles Bauer  
13 Bergstrom & Winters (**Miles Bauer**), a law firm retained by Bank of America, N.A. (**BANA**), the  
14 loan servicer at the time for U.S. Bank's predecessor, Republic Mortgage, contacted the HOA, care  
15 of Red Rock, and requested a ledger identifying the super-priority amount allegedly owed to the  
16 HOA.

17           8.       In response, the HOA provided a ledger, dated August 10, 2011, identifying the total  
18 amount allegedly owed.

19           9.       Based on the annual assessment amount identified in the HOA's August 10, 2011  
20 ledger, BANA accurately calculated the sum of nine months of common assessments as \$162.00 and  
21 tendered that amount to the HOA on August 26, 2011.

22           10.      The HOA refused BANA's tender but provided no explanation.

23           11.      Despite BANA's tender, the HOA and Red Rock moved forward with foreclosure.

24           12.      On June 26, 2014, the HOA, through its agent, Red Rock, recorded a notice of  
25 trustee's sale scheduling a sale for July 21, 2014. The notice states the amount the Bigam owed the  
26 HOA was \$2,825.99, but does not specify whether it includes assessments, interest, fees and  
27 collection costs in addition to assessments.

28           13.      The HOA foreclosed on the property on July 21, 2014.



14. A foreclosure deed in favor of Plaintiffs was recorded on July 25, 2014.

15. The deed states Plaintiffs paid \$50,100.00 to purchase the property, less than 18% of the property's stated transfer tax value \$286,149.

**B. Additional Findings of Fact**

The court makes the following additional findings of fact:

16. The HOA charged an annual assessment of \$216.00 per year which came due on January 1, 2011. Despite the HOA's assessments coming due annually on January 1, at the time Red Rock recorded the notice of delinquent assessment lien in April 2011, the Bigams were only four (4) months past due on their annual assessment.

17. No nuisance abatement charges existed at the time Red Rock recorded the notice of delinquent assessment lien.

18. Miles Bauer's letter accompanying the tender check was not impermissibly conditional, as BANA had the right to insist on each condition contained in the letter.

**CONCLUSIONS OF LAW**

**A. Summary Judgment Burden and HOA Litigation Proof Overview**

1. Summary judgment is proper when there is no genuine issue of material fact and the movant is entitled to judgment as a matter of law. NRCP 56(c); *see also Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026, 1030 (2005). After the movant has carried its burden to identify issues where there is no genuine issue of material fact, the non-moving party must "set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against him." *Wood*, 121 Nev. at 732.

2. The Nevada Supreme Court confirmed that an association's super-priority lien is limited to nine months of delinquent assessments. *Horizons at Seven Hills Homeowners Ass'n v. Ikon Holdings, LLC*, 132 Nev. Adv. Op. 35, 373 P.3d 66, 73 (2016) ("[W]e conclude the superpriority lien ... is limited to an amount equal to the common expense assessments due during the nine months before foreclosure.").

3. In *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, the Supreme Court clearly stated that a mortgagee's pre-foreclosure payment of the super-priority amount prevents the deed of trust

1 from being extinguished. 130 Nev. Adv. Op. 75, 334 P.3d 408, 414 (“[A]s junior lienholder, [the  
2 holder of the first deed of trust] could have paid off the [HOA] lien to avert loss of its security[.]”)  
3 (emphasis added); *id.*, at 413 (“As a practical matter, secured lenders will most likely pay the [9]  
4 months’ assessments demanded by the association rather than having the association foreclose on the  
5 unit.”).

6 4. Coupling the Nevada Supreme Court’s holdings in *SFR Investments* and *Ikon*  
7 *Holdings* shows that a mortgagee’s tender to an association of nine months’ delinquent assessments  
8 extinguishes the association’s super-priority lien, even whereas here, the HOA assessments were  
9 charged on an annual basis. This is because the superpriority portion of an HOA’s lien is limited to 9  
10 months’ worth of assessments immediately preceding institution of an action that “would have  
11 become due *in the absence of acceleration.*” *Ikon Holdings*, 373 P.3d at 69 (emphasis added).

12 **A. Conclusions of Law from the First MSJ Order**

13 The court incorporates the following conclusions of law from the first MSJ order:

14 5. Defendants’ tender of payment was sufficient to preserve their interest in the subject  
15 property.

16 6. Defendants made a good-faith tender of payment to satisfy the superpriority lien  
17 despite lacking an accurate accounting from the HOA of all charges incurred against the subject  
18 property.

19 7. The HOA’s failure to provide such an accounting, and to subsequently request funds  
20 in excess of those included in the superpriority lien, effectively frustrated the defendants’ efforts to  
21 pay the superpriority lien and preserve the defendants’ interest in the property.

22 **B. Additional Conclusions of Law**

23 The court makes the following additional conclusions of law:

24 8. The court finds there are no genuine issues of material fact as to whether defendants’  
25 \$162.00 tender was sufficient to satisfy the superpriority portion of the HOA’s lien. BANA’s  
26 \$162.00 tender equaled nine months’ worth of assessments, which tender was more than sufficient  
27 given the Bigams were only four months past due on their annual assessment when Red Rock  
28 recorded the notice of delinquent assessment lien in April 2011. At the time of either Red Rock’s

1 recording of the notice of delinquent assessment lien, or at the time of BANA's tender, no additional  
2 charges such as nuisance abatement charges, existed to add to the superpriority portion of the HOA's  
3 lien.

4 9. The Nevada Supreme Court published controlling precedent on September 13, 2018  
5 in the case of *Bank of Am., N.A. v. SFR Invs. Pool I, LLC*, 134 Nev. Adv. Op. 72, 427 P.3d 113  
6 (2018) (*Diamond Spur*) that confirms BANA's tender properly preserved the deed of trust. In both  
7 *Diamond Spur* and the instant case, Bank of America contacted the HOA's collection agent seeking  
8 to obtain the superpriority amount and offering to pay that amount in full. 427 P.3d at 116. Bank of  
9 America tendered nine months' worth of assessments in both cases. *Id.* The letters included with  
10 both checks stated the HOAs' acceptance would be understood as "express agreement that [Bank of  
11 America]'s financial obligations towards the HOA in regards to the [property] have now been 'paid  
12 in full.'" *Id.* And in both cases the HOA, via its collection agent, rejected the payment and sold the  
13 property at foreclosure to a third-party buyer. *Id.* BANA's letter here was not impermissibly  
14 conditional.

15 10. Red Rock unjustifiably rejected BANA's super-priority payment. But that unjustified  
16 rejection is irrelevant – that payment discharged the super-priority lien under the tender doctrine.  
17 The tender doctrine is designed "to enable the debtor to ... relieve his property of encumbrance by  
18 offering his creditor all that he has any right to claim," which "does not mean that the debtor must  
19 offer an amount beyond reasonable dispute, but it means the amount due, — actually due."  
20 *Dohrman v. Tomlinson*, 399 P.2d 255, 258 (Id. 1965). *See also Diamond Spur*, 427 P.3d at 118-19.

21 11. Plaintiffs' status as a bona fide purchaser is irrelevant. *Diamond Spur*, 427 P.3d at  
22 121 ("A party's status as a BFP is irrelevant when a defect in the foreclosure proceeding renders the  
23 sale void").

24 12. BANA was not required to record its tender. *Id.* at 119.

25 13. Plaintiffs contend that the superpriority amount in this action is \$216.00, or the entire  
26 annual assessment of \$216.00 which came due on January 1, 2011. Plaintiffs contend that this is the  
27 amount of "the assessments for common expenses based on the periodic budget adopted by the  
28 association pursuant to NRS 116.3115 which would have become due in the absence of acceleration

1 during the 9 months immediately preceding institution of an action to enforce the lien” as  
2 contemplated by NRS 116.3116.

3 14. The Court declines to adopt Plaintiffs’ interpretation of NRS 116.3116 and its  
4 application to the instant facts. Although the Court acknowledges that \$216.00 of assessments came  
5 due on January 1, 2011, four month prior to mailing and recording of the notice of delinquent  
6 assessment lien, the Court finds that where a property is subject to an annual assessment, the  
7 superpriority lien portion is limited to nine twelfths (or 75%) of the annual assessment. The Court  
8 further finds that because the Bigams had only been delinquent on their annual assessment for four  
9 months, the superpriority amount is limited to four twelfths (or 33.33%) of the annual assessment.

10 15. Nationstar, as servicer for U.S. Bank, has a valid property interest in the property. To  
11 the extent Nationstar does not have a property interest, as argued by Plaintiffs, judgment cannot be  
12 entered against an unwilling party-defendant with no interest in the property.

### 13 ORDER

14 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that defendants' motion for  
15 summary judgment is **GRANTED**, and defendants' motion to strike Plaintiffs; second renewed  
16 motion for summary judgment is **DENIED**;

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiffs' motion for  
18 summary judgment, and renewed motions for summary judgment are **DENIED**;

19 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** Plaintiffs purchased their  
20 interest in the Property subject to the senior deed of trust;

21 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that all persons or entities  
22 whom were granted title or an interest in the Property through the HOA Sale took such title or  
23 interest subject to the obligations secured by the senior deed of trust.

24 ...

25 ...

26 ...

27 ...

28

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that there being no just  
2 reason for delay, this Order is hereby certified as a final judgment pursuant to NRCP 54(b) for  
3 purposes of appeal.


4 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that trial and all pretrial  
5 deadlines are VACATED.

6 DATED: March 13, 2019.

7   
8 HONORABLE KERRY EARLY

10 Submitted by:


11 **AKERMAN LLP**

12   
13 MELANIE D. MORGAN, ESQ.  
14 Nevada Bar No. 8215  
15 DONNA M. WITTIG, ESQ.  
16 Nevada Bar No. 11015  
17 1635 Village Center Circle, Suite 200  
18 Las Vegas, Nevada 89134

19 *Attorneys for Nationstar Mortgage LLC and U.S.  
20 Bank*

Reviewed and approved as to form/content by:

21 **THE LAW OFFICE OF MIKE BEEDE, PLLC**

22   
23 MICHAEL N. BEEDE, ESQ.  
24 Nevada Bar No. 13068  
25 2470 St. Rose Parkway, Suite 307  
26 Henderson, Nevada 89074

27 *Attorneys for Plaintiffs*

28 Reviewed and approved as to form/content by:

**WILLIAMS & ASSOCIATES**

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Nevada Bar No. 5548  
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Nevada Bar No. 13964  
612 S. Tenth St.  
Las Vegas, NV 89101

*Attorneys for Defendant Republic Silver State  
Disposal, Inc.*

A-14-710465C

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that there being no just  
2 reason for delay, this Order is hereby certified as a final judgment pursuant to NRCP 54(b) for  
3 purposes of appeal.

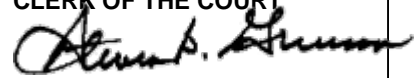
4 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that trial and all pretrial  
5 deadlines are VACATED.

6 DATED: March 13, 2019.

7 **KERRY L. EARLEY**

8 HONORABLE KERRY EARLY

10 <i>Submitted by:</i> 11 <b>AKERMAN LLP</b>  12 <u>MELANIE D. MORGAN, ESQ.</u> 13 Nevada Bar No. 8215 14 <u>DONNA M. WITTIG, ESQ.</u> 15 Nevada Bar No. 11015 16 1635 Village Center Circle, Suite 200 17 Las Vegas, Nevada 89134  18 <i>Attorneys for Nationstar Mortgage LLC and U.S.</i> 19 <i>Bank</i>	<i>Reviewed and approved as to form/content by:</i>  20 <b>THE LAW OFFICE OF MIKE BEEDE, PLLC</b>  21 <u>MICHAEL N. BEEDE, ESQ.</u> 22 Nevada Bar No. 13068 23 2470 St. Rose Parkway, Suite 307 24 Henderson, Nevada 89074  25 <i>Attorneys for Plaintiffs</i>
26 <i>Reviewed and approved as to form/content by:</i> 27 <b>WILLIAMS &amp; ASSOCIATES</b> 28 <u>DONALD H. WILLIAMS, ESQ.</u> Nevada Bar No. 5548 <u>DREW J. STARBUCK, ESQ.</u> Nevada Bar No. 13964 612 S. Tenth St. Las Vegas, NV 89101  <i>Attorneys for Defendant Republic Silver State</i> <i>Disposal, Inc.</i>	



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*Attorneys for Defendants Nationstar Mortgage LLC  
& U.S. Bank, N.A.*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

ANTHONY S. NOONAN IRA, LLC; and LOU  
NOONAN; and JAMES M. ALLRED IRA,  
LLC;

Plaintiff,

v.

MATTHEW M. BIGAM; and REPUBLIC  
MORTGAGE; and REPUBLIC MORTGAGE,  
LLC; and U.S. BANK NATIONAL  
ASSOCIATION EE; and BANK OF AMERICA,  
N.A.; and NATIONSTAR MORTGAGE, LLC;  
and ROE CORPORATIONS I-V, inclusive,

Defendants.

Case No.: A-14-710465-C  
Dept.: IV

**NOTICE OF ENTRY OF FINDINGS OF  
FACT, CONCLUSIONS OF LAW AND  
JUDGMENT**

**TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE that a **FINDINGS OF FACT, CONCLUSIONS OF LAW AND  
JUDGMENT** has been entered by this Court on the 18<sup>th</sup> day of March, 2019, in the above-captioned  
matter. A copy of said Order is attached hereto as **Exhibit A**.

Dated this 19<sup>th</sup> day of March, 2019

**AKERMAN LLP**

/s/ Donna M. Wittig

MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 19<sup>th</sup> day of March, 2019, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT**, in the following manner:

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

**WILLIAMS & ASSOCIATES**

Donald H. Williams, Esq.	dwilliams@dhwlawlv.com
Drew Starbuck, Esq.	dstarbuck@dhwlawlv.com
Robin Gullo	rgullo@dhwlawlv.com

**LAW OFFICE OF MIKE BEEDE, PLLC**

EService	EserviceLegalLV@gmail.com
Mike Beede	Mike@legallv.com

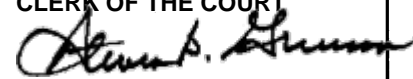
/s/ Carla Llarena

An employee of AKERMAN LLP



**EXHIBIT A**

**EXHIBIT A**



**FFCL**

ARIEL E. STERN, ESQ.

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*Attorneys for Defendants Nationstar  
Mortgage LLC & U.S. Bank, N.A.*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

ANTHONY S. NOONAN IRA, LLC; and LOU  
NOONAN; and JAMES M. ALLRED IRA,  
LLC;

Plaintiff,

v.

MATTHEW M. BIGAM; and REPUBLIC  
MORTGAGE; and REPUBLIC MORTGAGE,  
LLC; and U.S. BANK NATIONAL  
ASSOCIATION EE; and BANK OF AMERICA,  
N.A.; and NATIONSTAR MORTGAGE, LLC;  
and ROE CORPORATIONS I-V, inclusive,

Defendants.

Case No.: A-14-710465-C  
Dept.: IV

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND JUDGMENT**

Date of Hearing: February 7, 2019  
Time of Hearing: 9:00 a.m.

This case came for hearing on Plaintiffs Anthony S. Noonan IRA, LLC, Lou Noonan, and James M. Allred IRA, LLC's (**Plaintiffs**) motion for summary judgment, originally filed June 10, 2015, and defendants Nationstar Mortgage LLC (**Nationstar**) and U.S. Bank National Association (**U.S. Bank**) (Nationstar and U.S. Bank, together, **defendants**) motion for summary judgment filed July 6, 2015. Plaintiffs filed a supplement in support of their motion for summary judgment on March 30, 2016. The court denied both parties' summary judgment motions by minute order entered April 8, 2016, followed by a written order entered May 3, 2016 (**first MSJ order**). The first MSJ

1 order made some findings of fact and conclusions of law, and the court allowed additional limited  
2 discovery.

3 Plaintiffs filed a motion for reconsideration on April 18, 2016, which defendants moved to  
4 strike on May 3, 2016. The court denied both motions.

5 On November 10, 2016, Plaintiffs and defendants both filed renewed motions for summary  
6 judgment.

7 On December 19, 2018, Plaintiffs filed a second renewed motion for summary judgment,  
8 which defendants again moved to strike.

9 A hearing on the parties renewed motions for summary judgment, Plaintiffs' second renewed  
10 motion for summary judgment and defendants' motion to strike was held February 7, 2019. Michael  
11 Beede, Esq. appeared for Plaintiffs. Donna Wittig, Esq. appeared for defendants.<sup>1</sup>

12 The court, having reviewed the briefs and having heard arguments of counsel, makes the  
13 following findings of fact, conclusions of law and judgment on Plaintiffs' claims for quiet  
14 title/declaratory relief, injunctive relief and slander of title against defendants.

### 15 FINDINGS OF FACT

#### 16 A. Findings of Fact from the First MSJ Order

17 The court incorporates its findings of fact from the May 3, 2016 Order Denying Plaintiffs'  
18 and Nationstar Mortgage LLC's and U.S. Bank N.A.s Motions for Summary Judgment as follows:

19 1. In February 2007, Matthew and Leah Bigam purchased the property. The Bigams  
20 financed ownership of the property by way of a loan with Republic Mortgage LLC in the amount of  
21 \$479,400.00 secured by a deed of trust (the **senior deed of trust**) dated February 17, 2009.

22 2. On October 3, 2011, U.S. Bank was assigned the deed of trust. Bank of America,  
23 N.A., and later Nationstar, serviced the loan.

24 ...

25  
26 <sup>1</sup> Drew Starbuck, Esq. appeared for defendant Republic Silver State Disposal, Inc. (**Republic**) for the  
27 limited oppositions Republic filed to the various motions. Mr. Starbuck was excused from the  
28 proceedings, as a settlement has been reached between Plaintiffs and Republic which shall be  
memorialized by separate stipulation.

1           3.       The property is located in Coronado Ranch Landscape Maintenance Association (**the**  
2 **HOA**).

3           4.       Monthly assessments on the property are \$18.

4           5.       On April 26, 2011, the HOA through its agent, Red Rock Financial Services (**Red**  
5 **Rock**) recorded a notice of delinquent assessment lien. In the notice, the HOA stated the Bigams  
6 owed \$730.92, which includes assessments, late fees, interest, fines/violations and collection fees  
7 and costs.

8           6.       On June 21, 2011, the HOA, through its agent Red Rock, recorded a notice of default  
9 and election to sell to satisfy the delinquent assessment lien. The notice states the amount due to the  
10 HOA was \$1,775.62, but does not specify whether it includes assessments, interest, fees and  
11 collection costs in addition to assessments.

12           7.       On July 25, 2011, after the HOA recorded its notice of default, Miles Bauer  
13 Bergstrom & Winters (**Miles Bauer**), a law firm retained by Bank of America, N.A. (**BANA**), the  
14 loan servicer at the time for U.S. Bank's predecessor, Republic Mortgage, contacted the HOA, care  
15 of Red Rock, and requested a ledger identifying the super-priority amount allegedly owed to the  
16 HOA.

17           8.       In response, the HOA provided a ledger, dated August 10, 2011, identifying the total  
18 amount allegedly owed.

19           9.       Based on the annual assessment amount identified in the HOA's August 10, 2011  
20 ledger, BANA accurately calculated the sum of nine months of common assessments as \$162.00 and  
21 tendered that amount to the HOA on August 26, 2011.

22           10.       The HOA refused BANA's tender but provided no explanation.

23           11.       Despite BANA's tender, the HOA and Red Rock moved forward with foreclosure.

24           12.       On June 26, 2014, the HOA, through its agent, Red Rock, recorded a notice of  
25 trustee's sale scheduling a sale for July 21, 2014. The notice states the amount the Bigam owed the  
26 HOA was \$2,825.99, but does not specify whether it includes assessments, interest, fees and  
27 collection costs in addition to assessments.

28           13.       The HOA foreclosed on the property on July 21, 2014.

14. A foreclosure deed in favor of Plaintiffs was recorded on July 25, 2014.

15. The deed states Plaintiffs paid \$50,100.00 to purchase the property, less than 18% of the property's stated transfer tax value \$286,149.

**B. Additional Findings of Fact**

The court makes the following additional findings of fact:

16. The HOA charged an annual assessment of \$216.00 per year which came due on January 1, 2011. Despite the HOA's assessments coming due annually on January 1, at the time Red Rock recorded the notice of delinquent assessment lien in April 2011, the Bigams were only four (4) months past due on their annual assessment.

17. No nuisance abatement charges existed at the time Red Rock recorded the notice of delinquent assessment lien.

18. Miles Bauer's letter accompanying the tender check was not impermissibly conditional, as BANA had the right to insist on each condition contained in the letter.

**CONCLUSIONS OF LAW**

**A. Summary Judgment Burden and HOA Litigation Proof Overview**

1. Summary judgment is proper when there is no genuine issue of material fact and the movant is entitled to judgment as a matter of law. NRCP 56(c); *see also Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d 1026, 1030 (2005). After the movant has carried its burden to identify issues where there is no genuine issue of material fact, the non-moving party must "set forth specific facts demonstrating the existence of a genuine issue for trial or have summary judgment entered against him." *Wood*, 121 Nev. at 732.

2. The Nevada Supreme Court confirmed that an association's super-priority lien is limited to nine months of delinquent assessments. *Horizons at Seven Hills Homeowners Ass'n v. Ikon Holdings, LLC*, 132 Nev. Adv. Op. 35, 373 P.3d 66, 73 (2016) ("[W]e conclude the superpriority lien ... is limited to an amount equal to the common expense assessments due during the nine months before foreclosure.").

3. In *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, the Supreme Court clearly stated that a mortgagee's pre-foreclosure payment of the super-priority amount prevents the deed of trust

1 from being extinguished. 130 Nev. Adv. Op. 75, 334 P.3d 408, 414 (“[A]s junior lienholder, [the  
2 holder of the first deed of trust] could have paid off the [HOA] lien to avert loss of its security[.]”)  
3 (emphasis added); *id.*, at 413 (“As a practical matter, secured lenders will most likely pay the [9]  
4 months’ assessments demanded by the association rather than having the association foreclose on the  
5 unit.”).

6 4. Coupling the Nevada Supreme Court’s holdings in *SFR Investments* and *Ikon*  
7 *Holdings* shows that a mortgagee’s tender to an association of nine months’ delinquent assessments  
8 extinguishes the association’s super-priority lien, even whereas here, the HOA assessments were  
9 charged on an annual basis. This is because the superpriority portion of an HOA’s lien is limited to 9  
10 months’ worth of assessments immediately preceding institution of an action that “would have  
11 become due *in the absence of acceleration.*” *Ikon Holdings*, 373 P.3d at 69 (emphasis added).

12 **A. Conclusions of Law from the First MSJ Order**

13 The court incorporates the following conclusions of law from the first MSJ order:

14 5. Defendants’ tender of payment was sufficient to preserve their interest in the subject  
15 property.

16 6. Defendants made a good-faith tender of payment to satisfy the superpriority lien  
17 despite lacking an accurate accounting from the HOA of all charges incurred against the subject  
18 property.

19 7. The HOA’s failure to provide such an accounting, and to subsequently request funds  
20 in excess of those included in the superpriority lien, effectively frustrated the defendants’ efforts to  
21 pay the superpriority lien and preserve the defendants’ interest in the property.

22 **B. Additional Conclusions of Law**

23 The court makes the following additional conclusions of law:

24 8. The court finds there are no genuine issues of material fact as to whether defendants’  
25 \$162.00 tender was sufficient to satisfy the superpriority portion of the HOA’s lien. BANA’s  
26 \$162.00 tender equaled nine months’ worth of assessments, which tender was more than sufficient  
27 given the Bigams were only four months past due on their annual assessment when Red Rock  
28 recorded the notice of delinquent assessment lien in April 2011. At the time of either Red Rock’s

1 recording of the notice of delinquent assessment lien, or at the time of BANA's tender, no additional  
2 charges such as nuisance abatement charges, existed to add to the superpriority portion of the HOA's  
3 lien.

4 9. The Nevada Supreme Court published controlling precedent on September 13, 2018  
5 in the case of *Bank of Am., N.A. v. SFR Invs. Pool I, LLC*, 134 Nev. Adv. Op. 72, 427 P.3d 113  
6 (2018) (*Diamond Spur*) that confirms BANA's tender properly preserved the deed of trust. In both  
7 *Diamond Spur* and the instant case, Bank of America contacted the HOA's collection agent seeking  
8 to obtain the superpriority amount and offering to pay that amount in full. 427 P.3d at 116. Bank of  
9 America tendered nine months' worth of assessments in both cases. *Id.* The letters included with  
10 both checks stated the HOAs' acceptance would be understood as "express agreement that [Bank of  
11 America]'s financial obligations towards the HOA in regards to the [property] have now been 'paid  
12 in full.'" *Id.* And in both cases the HOA, via its collection agent, rejected the payment and sold the  
13 property at foreclosure to a third-party buyer. *Id.* BANA's letter here was not impermissibly  
14 conditional.

15 10. Red Rock unjustifiably rejected BANA's super-priority payment. But that unjustified  
16 rejection is irrelevant – that payment discharged the super-priority lien under the tender doctrine.  
17 The tender doctrine is designed "to enable the debtor to ... relieve his property of encumbrance by  
18 offering his creditor all that he has any right to claim," which "does not mean that the debtor must  
19 offer an amount beyond reasonable dispute, but it means the amount due, — actually due."  
20 *Dohrman v. Tomlinson*, 399 P.2d 255, 258 (Id. 1965). *See also Diamond Spur*, 427 P.3d at 118-19.

21 11. Plaintiffs' status as a bona fide purchaser is irrelevant. *Diamond Spur*, 427 P.3d at  
22 121 ("A party's status as a BFP is irrelevant when a defect in the foreclosure proceeding renders the  
23 sale void").

24 12. BANA was not required to record its tender. *Id.* at 119.

25 13. Plaintiffs contend that the superpriority amount in this action is \$216.00, or the entire  
26 annual assessment of \$216.00 which came due on January 1, 2011. Plaintiffs contend that this is the  
27 amount of "the assessments for common expenses based on the periodic budget adopted by the  
28 association pursuant to NRS 116.3115 which would have become due in the absence of acceleration

1 during the 9 months immediately preceding institution of an action to enforce the lien” as  
2 contemplated by NRS 116.3116.

3 14. The Court declines to adopt Plaintiffs’ interpretation of NRS 116.3116 and its  
4 application to the instant facts. Although the Court acknowledges that \$216.00 of assessments came  
5 due on January 1, 2011, four month prior to mailing and recording of the notice of delinquent  
6 assessment lien, the Court finds that where a property is subject to an annual assessment, the  
7 superpriority lien portion is limited to nine twelfths (or 75%) of the annual assessment. The Court  
8 further finds that because the Bigams had only been delinquent on their annual assessment for four  
9 months, the superpriority amount is limited to four twelfths (or 33.33%) of the annual assessment.

10 15. Nationstar, as servicer for U.S. Bank, has a valid property interest in the property. To  
11 the extent Nationstar does not have a property interest, as argued by Plaintiffs, judgment cannot be  
12 entered against an unwilling party-defendant with no interest in the property.

### 13 ORDER

14 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that defendants' motion for  
15 summary judgment is **GRANTED**, and defendants' motion to strike Plaintiffs; second renewed  
16 motion for summary judgment is **DENIED**;

17 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiffs' motion for  
18 summary judgment, and renewed motions for summary judgment are **DENIED**;

19 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** Plaintiffs purchased their  
20 interest in the Property subject to the senior deed of trust;

21 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that all persons or entities  
22 whom were granted title or an interest in the Property through the HOA Sale took such title or  
23 interest subject to the obligations secured by the senior deed of trust.

24 ...

25 ...

26 ...

27 ...

28



1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that there being no just  
2 reason for delay, this Order is hereby certified as a final judgment pursuant to NRCP 54(b) for  
3 purposes of appeal.


4 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that trial and all pretrial  
5 deadlines are VACATED.

6 DATED: March 13, 2019.

7   
8 HONORABLE KERRY EARLY

10 Submitted by:


11 **AKERMAN LLP**

12   
13 MELANIE D. MORGAN, ESQ.  
14 Nevada Bar No. 8215  
15 DONNA M. WITTIG, ESQ.  
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18 Las Vegas, Nevada 89134

19 *Attorneys for Nationstar Mortgage LLC and U.S.  
20 Bank*

Reviewed and approved as to form/content by:

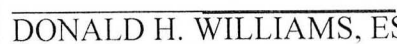
21 **THE LAW OFFICE OF MIKE BEEDE, PLLC**

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23 MICHAEL N. BEEDE, ESQ.  
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25 2470 St. Rose Parkway, Suite 307  
26 Henderson, Nevada 89074

27 *Attorneys for Plaintiffs*

28 Reviewed and approved as to form/content by:

**WILLIAMS & ASSOCIATES**

  
DONALD H. WILLIAMS, ESQ.  
Nevada Bar No. 5548  
DREW J. STARBUCK, ESQ.  
Nevada Bar No. 13964  
612 S. Tenth St.  
Las Vegas, NV 89101

*Attorneys for Defendant Republic Silver State  
Disposal, Inc.*

A-14-710465C

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that there being no just  
2 reason for delay, this Order is hereby certified as a final judgment pursuant to NRCP 54(b) for  
3 purposes of appeal.

4 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that trial and all pretrial  
5 deadlines are VACATED.

6 DATED: March 13, 2019.

7 **KERRY L. EARLEY**

8 HONORABLE KERRY EARLY

10 *Submitted by:*

11 **AKERMAN LLP**

12 MELANIE D. MORGAN, ESQ.

13 Nevada Bar No. 8215

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15 Nevada Bar No. 11015

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17 Las Vegas, Nevada 89134

18 *Attorneys for Nationstar Mortgage LLC and U.S.*  
19 *Bank*

*Reviewed and approved as to form/content by:*

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Henderson, Nevada 89074

*Attorneys for Plaintiffs*

20 *Reviewed and approved as to form/content by:*

21 **WILLIAMS & ASSOCIATES**

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Nevada Bar No. 13964

612 S. Tenth St.

Las Vegas, NV 89101

24 *Attorneys for Defendant Republic Silver State*  
25 *Disposal, Inc.*

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property**

**COURT MINUTES**

**March 10, 2015**

---

A-14-710465-C      Anthony S Noonan IRA LLC, Plaintiff(s)  
vs.  
Matthew Bigam, Defendant(s)

---

**March 10, 2015      9:00 AM      Motion for Prove Up of  
Default**

**HEARD BY:** Cory, Kenneth

**COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:** Lisa Lizotte

**REPORTER:**

**PARTIES**

**PRESENT:**      Beede, Michael, ESQ      Attorney

**JOURNAL ENTRIES**

- Anthony S. Noonan sworn and testified. COURT ORDERED, Default GRANTED.

ORDER SIGNED IN OPEN COURT.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property**

**COURT MINUTES**

**July 08, 2015**

---

A-14-710465-C      Anthony S Noonan IRA LLC, Plaintiff(s)  
vs.  
Matthew Bigam, Defendant(s)

---

**July 08, 2015**

**1:30 PM**

**Minute Order**

**HEARD BY:** Cory, Kenneth

**COURTROOM:** RJC Courtroom 16A

**COURT CLERK:** Michele Tucker

**RECORDER:**

**REPORTER:**

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- At the request of the Court, the hearing on Plaintiff s Motion for Summary Judgment set for July 14, 2015 at 9:00 a.m. is CONTINUED to August 11, 2015 at 9:00 a.m.

CONTINUED TO: 8/11/15 9:00 AM

CLERK'S NOTE: The above minute order has been distributed to: Michael Beede, Esq., Ariel Stern, Esq., and Donald Williams, Esq. via e-mail. /mlt

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property**

**COURT MINUTES**

**October 07, 2015**

---

A-14-710465-C      Anthony S Noonan IRA LLC, Plaintiff(s)  
vs.  
Matthew Bigam, Defendant(s)

---

**October 07, 2015      9:00 AM      All Pending Motions**

**HEARD BY:** Earley, Kerry      **COURTROOM:** RJC Courtroom 16B

**COURT CLERK:** Keri Cromer

**RECORDER:**

**REPORTER:** Loree Murray

**PARTIES**

**PRESENT:**      Beede, Michael, ESQ      Attorney  
Parvan, Christine      Attorney  
Williams, Donald H      Attorney

**JOURNAL ENTRIES**

- PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT...NATIONSTAR AND U.S. BANK'S MOTION FOR SUMMARY JUDGMENT

Matter reported at counsel's request. Colloquy regarding opposition, service and lien priority. Arguments by counsel regarding the merits of the motions. Ms. Parvan requested for the parties to engage in discovery as there were several points that needed to be addressed. COURT ORDERED, matter CONTINUED to allow time for discovery. FURTHER ORDERED, status check SET.

2/3/2016 - 9:00 AM - STATUS CHECK/PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT/NATIONSTAR AND U.S. BANK'S MOTION FOR SUMMARY JUDGMENT

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property**

**COURT MINUTES**

**March 02, 2016**

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A-14-710465-C      Anthony S Noonan IRA LLC, Plaintiff(s)  
vs.  
Matthew Bigam, Defendant(s)

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**March 02, 2016      9:00 AM      All Pending Motions**

**HEARD BY:** Earley, Kerry      **COURTROOM:** RJC Courtroom 16B

**COURT CLERK:** Phyllis Irby

**RECORDER:**

**REPORTER:** Gina Shrader

**PARTIES**

**PRESENT:**      Beede, Michael, ESQ      Attorney  
Schmidt, Allison      Attorney  
Williams, Donald H      Attorney

**JOURNAL ENTRIES**

- Mr. Williams informed the Court they have worked out a payment arrangement with Pltf's counsel. Mr. Beede advised Deft's haven't documented any Discovery. The Court noted it is waiting to do more Discovery; will allow time to supplement the Motions. Supplemental or Oppositions will be due by 3-30-16. COURT ORDERED, MATTERS CONTINUED.

4-13-16 9:00 AM MOTIONS FOR SUMMARY JUDGMENT (DEPT. IV)

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property****COURT MINUTES****April 08, 2016**

A-14-710465-C      Anthony S Noonan IRA LLC, Plaintiff(s)  
                                  vs.  
                                  Matthew Bigam, Defendant(s)

<b>April 08, 2016</b>	<b>10:51 AM</b>	<b>Minute Order</b>	<b>Minute Order Re: Pltf's Motion for Summary Judgment...Nationstar and U.S. Bank's Motion for Summary Judgment</b>
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**HEARD BY:** Earley, Kerry**COURTROOM:** RJC Courtroom 16B**COURT CLERK:** April Watkins**RECORDER:****REPORTER:**

**PARTIES  
PRESENT:**

**JOURNAL ENTRIES**

- This matter came before the court for Plaintiff Anthony Noonan s Motion for Summary Judgment and Defendants' Nationstar Mortgage, LLC and U.S. Bank, N.A. s competing Motion for Summary Judgment on March 2, 2016. At oral argument, the Court permitted the parties to conduct more discovery and permitted further briefing on the parties respective Motions for Summary Judgment. A hearing for supplemental briefing was set for April 13, 2016. Pursuant to the March 2, 2016 hearing, parties submitted their respective supplemental briefings. Having the reviewed the matters, along with all pleadings, points, and authorities cited therein, the court hereby issues its orders on Plaintiff s Motion for Summary Judgment and Defendant s competing Motion for Summary Judgment.

As to Defendants Motion for Summary Judgment, the court FINDS there are genuine issues of material fact as to whether Defendants tender of \$162.00 was equal to the extent of any charges

incurred by the association on a unit pursuant to NRS 116.310312, and to the extent of the assessments for common expenses based on the periodic budget adopted by the association pursuant to NRS 116.3115 which would have become due in the absence of acceleration during the 9 months immediately preceding institution of the action taken in this case to enforce the lien. Without further discovery, this Court cannot determine whether Defendants' preliminary estimate of 9 months of the HOA's monthly assessments encompasses the entirety of the superpriority lien. Thus, the Court ORDERS Defendants' Motion for Summary Judgment DENIED.

As to both Plaintiff's Motion for Summary Judgment and Defendants' Motion for Summary Judgment, the court FINDS that Defendants' tender of payment was sufficient to preserve its interest in the subject property, despite the fact that this court cannot as yet determine what the precise amount of the superpriority lien in this case consists of. Here, Defendant made a good-faith tender of payment to satisfy the superpriority lien despite lacking an accurate accounting of all charges incurred against the subject property. The HOA's failure to provide such an accounting, and to subsequently request funds in excess of those included in the superpriority lien, effectively frustrated the Defendants' efforts to pay the superpriority lien and preserve the Defendants' interest in the property. Therefore, the Court ORDERS that the parties may engage in discovery to determine the nature and amount of the charges incurred against the subject property, and Defendant shall be permitted to pay only those amounts included in the superpriority lien to preserve its interest in the subject property. Thus, the court ORDERS Plaintiff's Motion for Summary Judgment DENIED.

Counsel for Defendants to prepare the ORDER, to be approved as to form and content by counsel for the Plaintiff. The hearing on this matter set for April 13, 2016, at 9:00 a.m. is hereby ORDERED off calendar.

CLERK'S NOTE: The above minute order has been distributed to: Michael Beede, Esq., (mike@LegalLV.com) and Ariel E. Stern, Esq., (ariel.stern@akerman.com). aw



**May 18, 2016**

PRINT DATE: 04/19/2019 Page 7 of 11 Minutes Date: March 10, 2015

Motion to Strike DENIED.

CLERK'S NOTE: Pursuant to further in-chambers consideration of the oral arguments presented, as well as the points, authorities, and exhibits submitted in support of Plaintiff's Motion for Reconsideration of the Order Denying Plaintiff's Motion for Summary Judgment, the Court FINDS Plaintiff has not shown the existence of a manifest error of law or fact upon which the Order was based. Further, Plaintiff has not presented newly-discovered or previously unavailable evidence, nor that there was an intervening change in controlling law, nor that the Motion was necessary to prevent manifest injustice. Thus, the Court orders Plaintiff's Motion for Reconsideration DENIED. Counsel for the Defendant to prepare the Order, to be approved as to form and content by counsel for the Plaintiff. aw 5/26/16

CLERK'S NOTE: The above minute order has been distributed to: Michael Beede, Esq., (mike@legallv.com), Christine Parvan, Esq., (christine.parvan@akerman.com) and Drew Starbuck, Esq., (dstarbuck@dhwlawlv.com). aw 5/26/16

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property**

**COURT MINUTES**

**December 14, 2016**

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A-14-710465-C      Anthony S Noonan IRA LLC, Plaintiff(s)  
vs.  
Matthew Bigam, Defendant(s)

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**December 14, 2016      11:00 AM      Pretrial/Calendar Call**

**HEARD BY:** Earley, Kerry

**COURTROOM:** RJC Courtroom 16B

**COURT CLERK:** April Watkins

**RECORDER:**

**REPORTER:** Gina Shrader

**PARTIES**

**PRESENT:**      Beede, Michael, ESQ      Attorney  
Garner, Rex D.      Attorney

**JOURNAL ENTRIES**

- Court advised parties a minute order will issue as to the pending summary judgment motion. Colloquy. COURT ORDERED, trial date VACATED and RESET.

5/10/17 11:00 AM PRETRIAL/CALENDAR CALL

5/22/17 9:00 AM BENCH TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property**

**COURT MINUTES**

**January 31, 2019**

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A-14-710465-C      Anthony S Noonan IRA LLC, Plaintiff(s)  
vs.  
Matthew Bigam, Defendant(s)

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**January 31, 2019      11:00 AM      Pretrial/Calendar Call**

**HEARD BY:** Earley, Kerry

**COURTROOM:** RJC Courtroom 12D

**COURT CLERK:**

Elizabeth Vargas

**RECORDER:**

**REPORTER:** Angela Campagna

**PARTIES**

**PRESENT:**

**JOURNAL ENTRIES**

- Donna Wittig, Esq. present on behalf of Defendants Nationstar Mortgage and US Bank National Association. Ms. Wittig stated there was an upcoming Motion for Summary Judgment hearing. Mr. Williams stated the Motion for Summary Judgment might also resolve the Republic Services issue. Court so noted. COURT ORDERED, trial date VACATED.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Other Title to Property****COURT MINUTES****February 07, 2019**

A-14-710465-C      Anthony S Noonan IRA LLC, Plaintiff(s)  
    vs.  
    Matthew Bigam, Defendant(s)

**February 07, 2019      9:00 AM      Motion for Summary  
    Judgment**

**HEARD BY:** Earley, Kerry**COURTROOM:** RJC Courtroom 12D**COURT CLERK:** Elizabeth Vargas**RECORDER:****REPORTER:** Angela Campagna**PARTIES**

**PRESENT:**      Beede, Michael      Attorney  
    Wittig, Donna      Attorney

**JOURNAL ENTRIES**

- Drew Starbuck, Esq. present on behalf of Defendant Republic Silver State Disposal, Inc. Mr. Beede argued even if Defendant delivered tender, the tender amount was not sufficient; argued regarding the amount of HOA dues for the nine-month period. Mr. Beede further argued there was no factual support that Nationstar had a recorded interest in the property. Ms. Wittig argued the Court previously determined tender was sufficient, the ledger stated the homeowner was current through December 2010, and the amount paid was more than the amount due. Ms. Wittig further argued Nationstar was brought into the case by the Defendant; argued the only issue that should be before the Court is whether any additional amounts should be due to the HOA. Ms. Wittig moved to strike Plaintiff's Motion and argued it was beyond the scope of supplemental briefing requested. COURT ORDERED, Plaintiff's Second Renewed Motion for Summary Judgment DENIED. COURT FURTHER ORDERED, Nationstar and US Bank's Motion for Summary Judgment GRANTED; Nationstar and US Bank's Motion to Strike Plaintiff's Second Renewed Motion for Summary Judgment DENIED.



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

**MICHAEL BEEDE, ESQ.**  
**2470 ST. ROSE PKWY., STE 307**  
**HENDERSON, NV 89074**

**DATE: April 19, 2019**  
**CASE: A-14-710465-C**

**RE CASE:** ANTHONY S. NOONAN IRA, LLC; LOU NOONAN; JAMES M. ALLRED IRA, LLC vs. MATTHEW M. BIGAM; REPUBLIC MORTGAGE; REPUBLIC MORTGAGE LLC; U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CITIGROUP MORTGAGE LOAN TRUST, INC., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR7; BANK OF AMERICA, N.A.; NATIONSTAR MORTGAGE, LLC; REPUBLIC SILVER STATE DISPOSAL, INC.

NOTICE OF APPEAL FILED: April 17, 2019

**YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.**

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

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

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

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

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

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

# Certification of Copy

**State of Nevada**  
**County of Clark** } **SS:**

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

PLAINTIFFS' NOTICE OF APPEAL; PLAINTIFFS' CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT; NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT; DISTRICT COURT MINUTES;

ANTHONY S. NOONAN IRA, LLC; LOU NOONAN; JAMES M. ALLRED IRA, LLC,

Plaintiff(s),

vs.

MATTHEW M. BIGAM; REPUBLIC MORTGAGE; REPUBLIC MORTGAGE LLC; U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CITIGROUP MORTGAGE LOAN TRUST, INC., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-AR7; BANK OF AMERICA, N.A.; NATIONSTAR MORTGAGE, LLC; REPUBLIC SILVER STATE DISPOSAL, INC.,

Defendant(s),

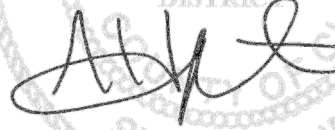
Case No: A-14-710465-C

Dept No: IV

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 19 day of April 2019.

Steven D. Grierson, Clerk of the Court

A handwritten signature in black ink, appearing to read 'Amanda Hampton', is written over a faint, circular court seal. The seal contains the text 'UNITED STATES DISTRICT COURT OF THE EIGHTH JUDICIAL DISTRICT LAS VEGAS, NEVADA'.

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Amanda Hampton, Deputy Clerk  
A-14-710465-C