

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellants,

v.

U.S. BANK NATIONAL
ASSOCIATION EE; AND
NATIONSTAR MORTGAGE, LLC,

Respondents.

Supreme Court No. 78624

Electronically Filed
Sep 24 2019 03:37 p.m.
District Court No. A-1-10-00000
Elizabeth A. Brown
Clerk of Supreme Court

APPELLANT'S APPENDIX

VOLUME I

DATE	DOCUMENT	VOLUME	PAGE NOS.
12/4/2014	Affidavit of Due Diligence for Bank of America, N.A.	I	APP0008-APP0009
2/2/2015	Affidavit of Due Diligence for Matthew M. Bigam	I	APP0035-APP0036
2/2/2015	Affidavit of Due Diligence for Matthew M. Bigam	I	APP0037-APP0038
5/28/2015	Affidavit of Due Diligence for Matthew M. Bigam	I	APP0093-APP0094
12/19/2014	Affidavit of Due Diligence for Republic Mortgage	I	APP0022-APP0023
12/19/2014	Affidavit of Due Diligence Republic Mortgage LLC	I	APP0024-APP0025
12/4/2014	Affidavit of Due Diligence for US Bank National Association EE	I	APP0010-APP0011
4/9/2015	Affidavit of Mailing of Amended Summons and Amended Complaint	I	APP0081
4/9/2015	Affidavit of Mailing of Amended Summons and Amended Complaint	I	APP0082

DATE	DOCUMENT	VOLUME	PAGE NOS.
6/25/2015	Affidavit of Mailing Summons and Complaint	I	APP0136
7/9/2015	Affidavit of Publication Summons	I	APP0155
9/23/2016	Affidavit of Service	III	APP0558
9/23/2016	Affidavit of Service	III	APP0559
12/21/2016	Affidavit of Service	IV	APP0884
12/11/2014	Affidavit of Service for Bank of America NA	I	APP0016-APP0019
12/19/2014	Affidavit of Service for Nationstar Mortgage LLC	I	APP0020-APP0021
4/23/2015	Affidavit of Service for Real Time Resolutions, Inc.	I	APP0091-APP0092
1/12/2015	Affidavit of Service for Republic Mortgage	I	APP0030-APP0033
1/12/2015	Affidavit of Service for Republic Mortgage LLC	I	APP0026-APP0029
4/23/2015	Affidavit of Service for Republic Silver State Disposal, Inc.	I	APP0089-APP0090
12/11/2014	Affidavit of Service for US Bank National Association EE	I	APP0012-APP0015
4/3/2015	Amended Affidavit of Due Diligence for Matthew M. Bigam	I	APP0073-APP0074
9/4/2015	Amended Affidavit of Mailing of Summons and Complaint	I	APP0180-APP0181
6/11/2015	Amended Certificate of Service	I	APP0134-APP0135
4/6/2015	Amended Complaint	I	APP0075-APP0080
4/22/2015	Answer to Complaint	I	APP0084-APP0086
2/5/2015	Application for Judgment by Default	I	APP0047-APP0052
5/30/2015	Certificate of Mailing Summons and Complaint	I	APP0095
12/1/2014	Complaint	I	APP0001-APP0007

DATE	DOCUMENT	VOLUME	PAGE NOS.
3/10/2015	Court Minutes	I	APP0060
7/8/2015	Court Minutes	I	APP0154
10/7/2015	Court Minutes	I	APP0191
3/2/2016	Court Minutes	I	APP0210
4/8/2016	Court Minutes	II	APP0489-APP0490
5/18/2016	Court Minutes	III	APP0547-APP0548
12/14/2016	Court Minutes	IV	APP0874
2/7/2019	Court Minutes	V	APP1153
9/18/2015	Default	I	APP0182-APP0183
2/3/2015	Default Bank of America NA	I	APP0039
1/26/2015	Default Nationstar Mortgage LLC	I	APP0034
2/27/2015	Default Republic Mortgage	I	APP0058
2/27/2015	Default Republic Mortgage LLC	I	APP0059
2/3/2015	Default US Bank National Association EE	I	APP0040
6/1/2015	Ex Parte Motion to Enlarge Time for Service of Process and for An Order for Service by Publication as to Matthew M. Bigam	I	APP0096-APP0108
3/18/2019	Findings of Fact, Conclusion of Law and Judgment	V	APP1154-APP1163
4/22/2015	Initial Appearance Fee Disclosure	I	APP0087-APP0088
2/4/2015	Initial Appearance Fee Disclosure on Behalf of Nationstar Mortgage, LLC and US Bank N.A.	I	APP0041-APP0043
11/25/2015	Joint Case Conference Report	I	APP0195-APP0201
3/10/2015	Judgment by Default	I	APP0061-APP0062
5/3/2016	Motion to Strike Plaintiffs' Motion for Reconsideration of Order Denying Plaintiffs' Motion for Summary	III	APP0530-APP0538

DATE	DOCUMENT	VOLUME	PAGE NOS.
	Judgment or In The Alternative, Opposition to Plaintiffs' Motion		
1/29/2019	Nationstar and US Bank's Answer to Amended Complaint	V	APP1137-APP1145
12/5/2016	Nationstar and US Bank's Opposition to Plaintiffs' Renewed Motion for Summary Judgment	IV	APP0838-APP0843
11/10/2016	Nationstar and US Bank's Renewed Motion for Summary Judgment	III	APP0560-APP0626
12/8/2016	Nationstar and US Bank's Renewed Motion for Summary Judgment	IV	APP0851-APP0856
1/7/2019	Nationstar and US 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 US Bank's Renewed Motion for Summary Judgment	V	APP1110-APP1133
4/8/2016	Nationstar Mortgage LLC's and US Bank N.A.'s Reply in Support of Motion for Summary Judgment	II	APP0406-APP0490
7/6/2015	Nationstar Mortgage LLC's and US Bank, N.A.'s Motion for Summary Judgment	I	APP0145-APP0153
2/4/2015	Notice of Appearance on Behalf of Nationstar Mortgage, LLC and US Bank N.A.	I	APP0044-APP0046
2/24/2017	Notice of Change of Address	IV	APP0885-APP0886
1/11/2018	Notice of Change of Address	IV	APP0900-APP0901
5/7/2018	Notice of Change of Address	IV	APP0902-APP0903

DATE	DOCUMENT	VOLUME	PAGE NOS.
8/7/2015	Notice of Department Reassignment	I	APP0158-APP0159
10/13/2015	Notice of Early Case Conference	I	APP0192-APP0194
3/19/2019	Notice of Entry f Findings of Fact, Conclusions of Law and Judgment	V	APP1164-APP1174
5/9/2019	Notice of Entry of Judgment by Default	V	APP1182-APP1186
7/1/2015	Notice of Entry of Order	I	APP0140-APP0144
5/23/2016	Notice of Entry of Order Denying Plaintiffs' and Nationstar Mortgage LLC's and US Bank N.A.'s Motions for Summary Judgment	III	APP0549-APP0557
3/31/2015	Notice of Entry of Stipulation and Order	I	APP0066-APP0072
12/20/2016	Notice of Entry of Stipulation and Order to Continue Deadline to File Pre-Trial Memorandum	IV	APP0878-APP0883
5/10/2018	Notice of Entry of Stipulation to Continue Calendar Call, Trial, and All Trial-Related Deadlines (Second Request)	IV	APP0908-APP0915
9/7/2017	Notice of Entry of Stipulation to Continue Trial and All Trial Related Deadlines	IV	APP0893-APP0899
4/16/2015	Notice of Lis Pendens	I	APP0083
2/16/2015	Notice of Prove-Up	I	APP0055-APP0057
5/4/2017	Notice of Rescheduling of Calendar Call and Trial Stack	IV	APP0887-APP0888
12/23/2015	Notice of Rescheduling of Hearing	I	APP0202-APP0203
8/10/2015	Opposition to Defendants Motion for Summary Judgment	I	APP0160-APP0174

DATE	DOCUMENT	VOLUME	PAGE NOS.
5/3/2016	Order Denying Plaintiffs' and Nationstar Mortgage LLC's and US Bank, N.A.'s Motion for Summary Judgment	III	APP0525-APP0529
6/5/2015	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	APP0109-APP0110
2/3/2016	Order Setting Civil Bench Trial	I	APP0207-APP0209
8/7/2015	Peremptory Challenge of Judge	I	APP0156-APP0157
4/17/2019	Plaintiffs' Case Appeal Statement	V	APP1178-APP1181
4/18/2016	Plaintiffs' Motion for Reconsideration of the Order Denying Plaintiff's Motion for Summary Judgment (Part 1)	II	APP0491-APP0498
4/18/2016	Plaintiffs' Motion for Reconsideration of the Order Denying Plaintiff's Motion for Summary Judgment (Part 2)	III	APP0499-APP0524
6/10/2015	Plaintiffs' Motion for Summary Judgment	I	APP0111-APP0133
4/17/2019	Plaintiffs' Notice of Appeal	V	APP1175-APP1177
12/5/2016	Plaintiffs' Opposition to Nationstar and U.S. Bank's Renewed Motion for Summary Judgment	IV	APP0844-APP0850
11/10/2016	Plaintiffs' Renewed Motion for Summary Judgment (Part 1)	III	APP0627-APP0747
11/10/2016	Plaintiffs' Renewed Motion for Summary Judgment (Part 2)	IV	APP0748-APP0831
9/30/2015	Plaintiffs' Reply in Support of Plaintiff's Motion for Summary Judgment Against Republic Silver State Disposal Inc.	I	APP0184-APP0190

DATE	DOCUMENT	VOLUME	PAGE NOS.
1/31/2019	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	V	APP1146-APP1152
5/13/2016	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	III	APP0539-APP0546
12/8/2016	Plaintiffs' Reply in Support of Their Renewed Motion for Summary Judgment	IV	APP0857-APP0873
12/19/2018	Plaintiff's Second Renewed Motion for Summary Judgment (Part 1)	IV	APP0916-APP0997
12/19/2018	Plaintiff's Second Renewed Motion for Summary Judgment (Part 2)	V	APP0998-APP1109
3/30/2016	Plaintiffs Supplement in Support of Their Motion for Summary Judgment (Part 1)	I	APP0211-APP0249
3/30/2016	Plaintiffs Supplement in Support of Their Motion for Summary Judgment (Part 1)	II	APP0250-APP0405
1/9/2019	Republic Silver State Disposal, Inc. D/B/A Republic Services' Limited Opposition to Plaintiff's Second Renewed Motion for Summary Judgment	V	APP1134-APP1136
11/16/2016	Republic Silver State Disposal, Inc. dba Republic Services' Partial Opposition to Plaintiff's Renewed Motion for Summary Judgment	IV	APP0832-APP0834
11/22/2016	Republic Silver State Disposal, Inc. dba Republic Services' Partial Oppoisition to Nationstar and US Bank's Renewed Motion for Summary Judgment	IV	APP0835-APP0837

DATE	DOCUMENT	VOLUME	PAGE NOS.
8/13/2015	Republic Silver State Disposal, Inc. dba Republic Services' Partial Opposition to Plaintiff's Motion for Summary Judgment	I	APP0177-APP0179
2/5/2015	Request for Prove Up Hearing by Default	I	APP0053-APP0054
1/8/2016	Scheduling Order	I	APP0204-APP0206
6/30/2015	Stipulation and Order for Dismissal of Party and for Disclaimer of Interest in Subject Real Property	I	APP0137-APP0139
3/20/2015	Stipulation and Order Setting Aside Default	I	APP0063-APP0065
5/9/2018	Stipulation to Continue Calendar Call, Trial, and All Trial-Related Deadlines (Second Request)	IV	APP0904-APP0907
12/16/2016	Stipulation To Continue Deadline to File Pre-Trial Memorandum	IV	APP0875-APP0877
9/7/2017	Stipulation to Continue Trial and All Trial Related Deadlines	IV	APP0889-APP0892
8/13/2015	Three Day Notice of Intent to Default	I	APP0175-APP0176

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12/1/2014	Complaint	I	APP0001-APP0007
12/4/2014	Affidavit of Due Diligence for Bank of America, N.A.	I	APP0008-APP0009
12/4/2014	Affidavit of Due Diligence for US Bank National Association EE	I	APP0010-APP0011

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12/19/2014	Affidavit of Due Diligence Republic Mortgage LLC	I	APP0024-APP0025
1/12/2015	Affidavit of Service for Republic Mortgage LLC	I	APP0026-APP0029
1/12/2015	Affidavit of Service for Republic Mortgage	I	APP0030-APP0033
1/26/2015	Default Nationstar Mortgage LLC	I	APP0034
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2/2/2015	Affidavit of Due Diligence for Matthew M. Bigam	I	APP0037-APP0038
2/3/2015	Default US Bank of America NA	I	APP0039
2/3/2015	Default US Bank National Association EE	I	APP0040
2/4/2015	Initial Appearance Fee Disclosure on Behalf of Nationstar Mortgage, LLC and US Bank N.A.	I	APP0041-APP0043
2/4/2015	Notice of Appearance on Behalf of Nationstar Mortgage, LLC and US Bank N.A.	I	APP0044-APP0046
2/5/2015	Application for Judgment by Default	I	APP0047-APP0052
2/5/2015	Request for Prove Up Hearing by Default	I	APP0053-APP0054
2/16/2015	Notice of Prove-Up	I	APP0055-APP0057

DATE	DOCUMENT	VOLUME	PAGE NOS.
2/27/2015	Default Republic Mortgage	I	APP0058
2/27/2015	Default Republic Mortgage LLC	I	APP0059
3/10/2015	Court Minutes	I	APP0060
3/10/2015	Judgment by Default	I	APP0061- APP0062
3/20/2015	Stipulation and Order Setting Aside Default	I	APP0063- APP0065
3/31/2015	Notice of Entry of Stipulation and Order	I	APP0066- APP0072
4/3/2015	Amended Affidavit of Due Diligence for Matthew M. Bigam	I	APP0073- APP0074
4/6/2015	Amended Complaint	I	APP0075- APP0080
4/9/2015	Affidavit of Mailing of Amended Summons and Amended Complaint	I	APP0081
4/9/2015	Affidavit of Mailing of Amended Summons and Amended Complaint	I	APP0082
4/16/2015	Notice of Lis Pendens	I	APP0083
4/22/2015	Answer to Complaint	I	APP0084- APP0086
4/22/2015	Initial Appearance Fee Disclosure	I	APP0087- APP0088
4/23/2015	Affidavit of Service for Republic Silver State Disposal, Inc.	I	APP0089- APP0090
4/23/2015	Affidavit of Service for Real Time Resolutions, Inc.	I	APP0091- APP0092
5/28/2015	Affidavit of Due Diligence for Matthew M. Bigam	I	APP0093- APP0094
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6/11/2015	Amended Certificate of Service	I	APP0134-APP0135
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8/7/2015	Peremptory Challenge of Judge	I	APP0156-APP0157
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8/13/2015	Three Day Notice of Intent to Default	I	APP0175-APP0176
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9/30/2015	Plaintiffs' Reply in Support of Plaintiff's Motion for Summary Judgment Against Republic Silver State Disposal Inc.	I	APP0184- APP0190
10/7/2015	Court Minutes	I	APP0191
10/13/2015	Notice of Early Case Conference	I	APP0192- APP0194
11/25/2015	Joint Case Conference Report	I	APP0195- APP0201
12/23/2015	Notice of Rescheduling of Hearing	I	APP0202- APP0203
1/8/2016	Scheduling Order	I	APP0204- APP0206
2/3/2016	Order Setting Civil Bench Trial	I	APP0207- APP0209
3/2/2016	Court Minutes	I	APP0210
3/30/2016	Plaintiffs Supplement in Support of Their Motion for Summary Judgment (Part 1)	I	APP0211- APP0249

DATED this 24th day of September, 2019.

The Law Office of Mike Beede, PLLC

/s/Michael Beede

Michael Beede, Esq.

Nevada Bar No. 13068

2470 St. Rose Pkwy, Suite 307

Henderson, NV 89074

Attorney for Appellants

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On September 24, 2019 I caused to be served a true and correct copy of the foregoing **APPELLANT'S APPENDIX VOLUME I**, by the method indicated:

☒ BY ELECTRONIC SUBMISSION: submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.

☐ BY U.S. MAIL: by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below.

/s/Michael Madden
An Employee of The Law Office of Mike Beede, PLLC

DISTRICT COURT CIVIL COVER SHEET

I

County, Nevada

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**

Real Property Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input checked="" type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice	Torts Other Torts <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
Probate <i>Probate (select case type and estate value)</i> <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 Estate Value <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	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <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	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal
Civil Writ Civil Writ <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		Other Civil Filing Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

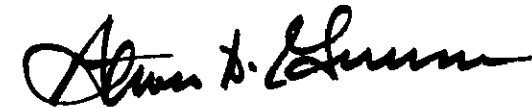
Business Court filings should be filed using the Business Court civil coversheet.

12/1/14

Date

Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

1 **COMP**

2 MICHAEL N. BEEDE, ESQ.

3 Nevada State Bar No. 13068

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

5 2300 W Sahara Ave., Suite 420

6 Las Vegas, NV 89102

7 Telephone (702) 473-8406

8 Facsimile (702) 832-0248

9 Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

10 ANTHONY S. NOONAN IRA, LLC; and

11 LOU NOONAN; and JAMES M. ALLRED

12 IRA, LLC;

13 Plaintiffs,

14 vs.

15 MATTHEW M. BIGAM; and REPUBLIC

16 MORTGAGE; and REPUBLIC

17 MORTGAGE LLC; and U.S. BANK

18 NATIONAL ASSOCIATION EE; and

19 BANK OF AMERICA NA; and

20 NATIONSTAR MORTGAGE, LLC; and

21 ROE CORPORATIONS I-V, inclusive,

22 Defendants.

CASE NO. A - 1 4 - 7 1 0 4 6 5 - C

DEPT NO. I

EXEMPTION FROM ARBITRATION:

Title to real property

23 **COMPLAINT**

24 Plaintiffs, ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M.
25 ALLRED IRA, LLC, by and through their attorney, Michael N. Beede, Esq. allege as follows:

26 1. Plaintiffs are the owners as tenants in common with equal shares of the real property
27 commonly known as 7883 Tahoe Ridge Ct. Las Vegas, NV 89139, bearing Clark County
28 Recorder Parcel Number 176-11-311-013.

2. Plaintiffs obtained title by foreclosure deed recorded on July 25, 2014.

1 3. The plaintiffs' title stems from a foreclosure deed arising from a delinquency in
2 assessments due from the former owner, MATTHEW M. BIGAM, to the Coronado Ranch
3 Landscape Maintenance Corporation pursuant to NRS Chapter 116.

4
5 4. That the true names and capacities, whether individual, corporate, partnership,
6 associate or otherwise, of Defendants, DOES I through V and ROES I through V, are unknown
7 to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff is informed
8 and believes and thereon alleges that each of the Defendants designated herein as DOE and
9 ROE are responsible in some manner for the events and happenings referred to and caused
10 damages proximately to Plaintiff as herein alleged, and that Plaintiff will ask leave of this
11 Court to amend this Complaint to insert the true names and capacities of DOES I through V
12 and ROES I through V, when the same have been ascertained, and to join such Defendants in
13 this action.
14

15 5. Defendants Republic Mortgage LLC and Republic Mortgage have recorded Deeds of
16 Trust as encumbrances on the subject property. No assignment, substitution, reconveyance, or
17 other instrument has been recorded by these defendants which would extinguish, terminate, or
18 transfer their interest in the subject property.
19

20 6. On October 12, 2011 an assignment of a Deed of Trust was recorded from Mortgage
21 Electronic Registration Systems Inc. (commonly known as MERS) to US Bank National
22 Association EE.
23

24 7. If MERS had any right or interest to convey to US Bank National Association, no
25 deed of trust, assignment, or other instrument of such an interest was ever recorded.
26

27 8. An assignment was recorded on August 16, 2013 from defendant Bank of America
28 NA to defendant Nationstar Mortgage LLC. If Bank of America had any interest to assign, no
deed of trust, assignment, or other instrument of such an interest was ever recorded in its favor.

1
2 9. The interest of each defendant, if any, has been extinguished by reason of the
3 foreclosure sale, which was properly conducted with adequate notice given to all persons and
4 entities claiming an interest in the subject property, and resulting from a delinquency in
5 assessments due from the former owner, to Coronado Ranch Landscape Maintenance
6 Corporation, pursuant to NRS Chapter 116.
7

8 **FIRST CLAIM FOR RELIEF**

9 10. Plaintiffs repeats the allegations contained in paragraphs 1 through 9.
10

11 11. Plaintiffs are entitled to a determination from this Court, pursuant to NRS 40.010 that
12 the plaintiffs are the rightful owners of the property and that the defendant has no right, title,
13 interest or claim to the subject property.

14 12. If opposed, Plaintiffs are entitled to an award of attorney's fees and costs.
15

16 **SECOND CLAIM FOR RELIEF**

17 13. Plaintiffs repeat the allegations contained in paragraphs 1 through 12.
18

19 14. Plaintiffs seeks a declaration from this court, pursuant to NRS 40.010, that title in the
20 property is vested in plaintiffs free and clear of all liens and encumbrances, that the defendant
21 herein have no estate, right, title or interest in the property, and that defendant is forever enjoined
22 from asserting any estate, title, right, interest, or claim to the subject property adverse to the
23 plaintiffs.

24 15. If opposed, the plaintiffs are entitled to an award of attorney's fees and costs.

25 WHEREFORE, plaintiffs prays for Judgment as follows:

26 16. For a determination and declaration that plaintiffs are the rightful holder of title to the
27 property, free and clear of all liens, encumbrances, and claims of the defendants.
28

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

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

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

6
7 DATED this 1st day of December, 2014.

8
9 THE LAW OFFICE OF MIKE BEEDE, PLLC


10
11 BY: 


12 Michael N. Beede, Esq.
13 Nevada State Bar No. 13068
14 2300 W Sahara Ave., Suite 420
15 Las Vegas, NV 89102
16 Telephone (702) 473-8406
17 Facsimile (702) 832-0248
18 Attorney for Plaintiffs
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Anthony S. Noonan

 **JENNIFER CASE**
Notary Public-State of Nevada
APPT. NO. 12-9435-1
My App. Expires October 26, 2016

Jennifer Case

NOTARY PUBLIC in and for said

County and State

1 **IAFD**

2 MICHAEL N. BEEDE, ESQ.

3 Nevada State Bar No. 13068

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

5 2300 W Sahara Ave., Suite 420

6 Las Vegas, NV 89102

7 Telephone (702) 473-8406

8 Facsimile (702) 832-0248

9 Attorney for Plaintiffs

10
11
12 DISTRICT COURT
13 CLARK COUNTY, NEVADA

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

17 Plaintiffs,

18 vs.

19 MATTHEW M. BIGAM; and REPUBLIC
20 MORTGAGE; and REPUBLIC
21 MORTGAGE LLC; and U.S. BANK
22 NATIONAL ASSOCIATION EE; and
23 BANK OF AMERICA NA; and
24 NATIONSTAR MORTGAGE, LLC; and
25 ROE CORPORATIONS I-V, inclusive,

26 Defendants.

CASE NO.

DEPT NO.

INITIAL APPEARANCE FEE

DISCLOSURE

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

ANTHONY S. NOONAN IRA, LLC;	\$270.00
LOU NOONAN;	\$30.00
JAMES M. ALLRED IRA, LLC;	\$30.00

TOTAL REMITTED:	\$330.00
-----------------	----------

DATED this 1st day of December, 2014.

THE LAW OFFICE OF MIKE BEEDE, PLLC

BY: 

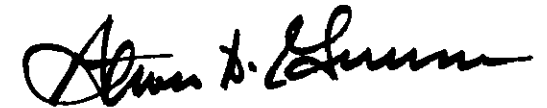
Michael N. Beede, Esq.

Nevada State Bar No. 13068

2300 W Sahara Ave., Suite 420

Las Vegas, NV 89102

Attorney for Plaintiffs



CLERK OF THE COURT

1 ADD

2 MICHAEL BEEDE, ESQ.
3 Law Office of Michael Beede
4 Bar No. 13068
5 2300 W. Sahara Ave., #420
6 Las Vegas, NV 89102
7 Phone: 702-473-8604
8 Fax: 702-832-0248
9 mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

CASE NO. A-14-710465-C

DEPT NO. I

12 vs.

13 MATTHEW M. BIGAM; and REPUBLIC
14 MORTGAGE LLC; and U.S. BANK
15 NATIONAL ASSOCIATION EE; and
16 BANK OF AMERICA NA; and
17 NATIONSTAR MORTGAGE, LLC; and
18 ROE CORPORATIONS I-V, inclusive,
19 Defendants.

AFFIDAVIT OF DUE DILIGENCE

20 STATE OF NEVADA)
21)ss.
22 COUNTY OF CLARK)

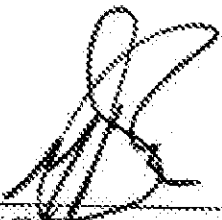
23 Michael Beede, being first duly sworn, deposes and says: That affiant is, and was on the
24 dates when he attempted to locate Defendant, Bank of America N.A., is a citizen of the United
25 States, over 18 years of age, and not a party to, nor interested in the within action.

26 Affiant attempted normal and routine checks of Nevada Secretary of State, Las Vegas
27 Business Licensing and telephone directories. Affiant was not able to locate Bank of America
28

1 N.A. or a resident agent for said individual to serve a copy of the summons and complaint
2 upon.

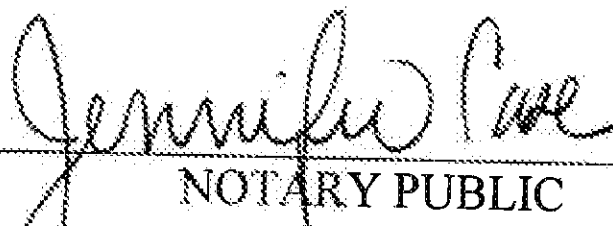
3
4 Based on the above information, Affiant has been unable to effect service of process upon
5 the defendant.

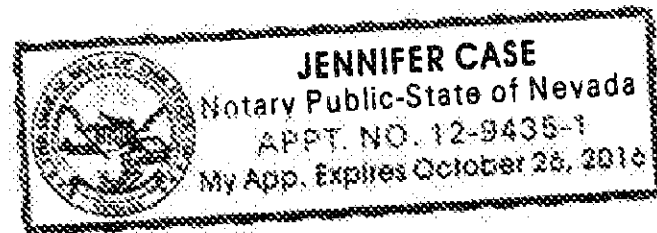
6 Dated this 4th day of December, 2014.

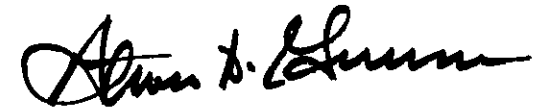
7
8 
MICHAEL BEEDE

9
10 SUBSCRIBED AND SWORN TO before me

11 this 4th day of December, 2014

12 
13 NOTARY PUBLIC





CLERK OF THE COURT

1 ADD
2 MICHAEL BEEDE, ESQ.
3 Law Office of Michael Beede
4 Bar No. 13068
5 2300 W. Sahara Ave., #420
6 Las Vegas, NV 89102
7 Phone: 702-473-8604
8 Fax: 702-832-0248
9 mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

12 vs.

13 MATTHEW M. BIGAM; and REPUBLIC
14 MORTGAGE LLC; and U.S. BANK
15 NATIONAL ASSOCIATION EE; and
16 BANK OF AMERICA NA; and
17 NATIONSTAR MORTGAGE, LLC; and
18 ROE CORPORATIONS I-V, inclusive,
19 Defendants.

CASE NO. A-14-710465-C

DEPT NO. I

AFFIDAVIT OF DUE DILIGENCE

20 STATE OF NEVADA)
21)ss.
22 COUNTY OF CLARK)

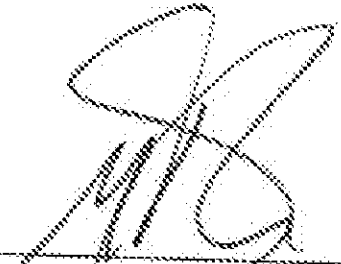
23 Michael Beede, being first duly sworn, deposes and says: That affiant is, and was on the
24 dates when he attempted to locate Defendant, U.S. Bank National Association EE, is a citizen
25 of the United States, over 18 years of age, and not a party to, nor interested in the within action.

26 Affiant attempted normal and routine checks of Nevada Secretary of State, Las Vegas
27 Business Licensing and telephone directories. Affiant was not able to locate U.S. Bank
28

1 National Association EE or a resident agent for said individual to serve a copy of the summons
2 and complaint upon.

3
4 Based on the above information, Affiant has been unable to effect service of process upon
5 the defendant.

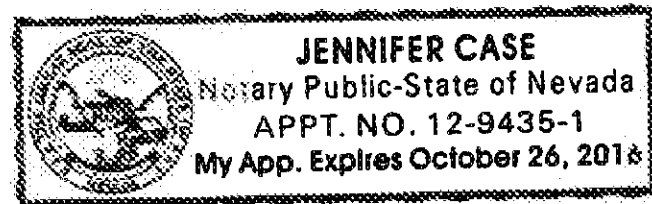
6 Dated this 4th day of December, 2014.

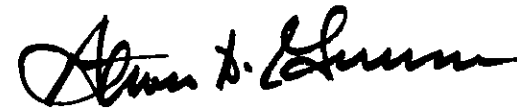
7
8 
MICHAEL BEEDE

9
10 SUBSCRIBED AND SWORN TO before me

11 this 4th day of December, 2014

12 
13 NOTARY PUBLIC





CLERK OF THE COURT

1 **AOS**

2 MICHAEL BEEDE, ESQ.
3 Law Office of Michael Beede
4 Bar No. 13068
5 2300 W. Sahara Ave., #420
6 Las Vegas, NV 89102
7 Phone: 702-473-8604
8 Fax: 702-832-0248
9 mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

11 vs.

12
13 MATTHEW M. BIGAM; and REPUBLIC
14 MORTGAGE LLC; and U.S. BANK
15 NATIONAL ASSOCIATION EE; and
16 BANK OF AMERICA NA; and
17 NATIONSTAR MORTGAGE, LLC; and
ROE CORPORATIONS I-V, inclusive,
Defendants.

CASE NO. A-14-710465-C

DEPT NO. I

AFFIDAVIT OF SERVICE FOR U.S.
BANK NATIONAL ASSOCIATION EE

18 **STATE OF NEVADA**

19 **COUNTY OF CLARK**

)
)ss:
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20
21 Michael Beede, being duly sworn, says: That at all times herein affiant was and is a citizen
22 of the United States, over 18 years of age, not a party to nor interested in the proceeding in which
23 this affidavit is made. That affiant received one copy of the Summons, Complaint, and Affidavit of
24 Due Diligence on the 5th day of December, 2014, and served the same on the 5th day of December,
25 2014, by:

26
27 1) Delivering and leaving a copy with Defendant, _____, at

28 ____ (address) _____

1 2) Serving the Defendant _____ by personally delivering and leaving a copy
2 with _____, a person of suitable age and discretion at the Defendant's usual place of abode
3 located at: _____ (address) _____.

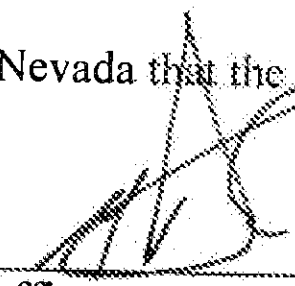
4 3) Serving Defendant U.S. BANK NATIONAL ASSOCIATION EE by personally
5 delivering and leaving a copy at 555 E. Washington Ave. #5200, Las Vegas, NV 89101.

6 a. with _____ (name) _____ as _____, an agent lawfully designated by statute to accept
7 service of process

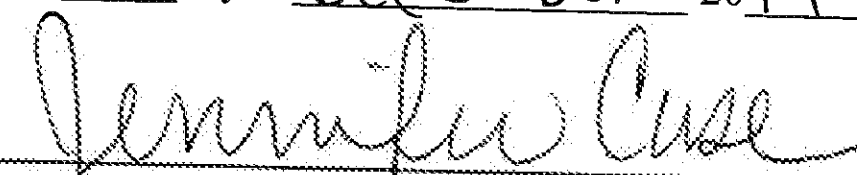
8 b. with ROXANNA SANCHEZ, pursuant to NRS 14.020 as a person of suitable
9 age and discretion at the above address, which is the address of the registered agent as shown on the
10 current certificate of designation filed with Secretary of State. (Exhibit 1)

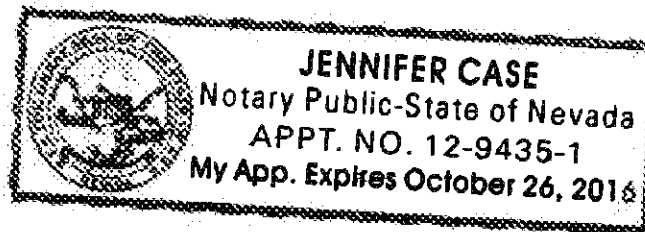
11 c. with _____ (Name of Guard) _____, pursuant to NRS 14.090 as guard posted at the gate of the
12 Defendant's resident to which the undersigned was denied access.

13 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and
14 correct.

15
16 
Affiant

17 SUBSCRIBED AND SWORN to before me this
18 11th day of December 2014

19 
20 Notary Public in and for the County of State of Nevada



21 My commission expires: (SEAL)
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EXHIBIT 1

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STATE OF NEVADA

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

LAW OFFICE OF MIKE BEEDE PLLC
2300 W SAHARA AVE STE 420
LAS VEGAS, NV 89102

Job: C20141205-1987
December 8, 2014

Special Handling Instructions:

Entity being served: U.S. Bank National Association EE

Case #: A-14-710465-C

Authority(ies) cited: NRS 14.030

Description: Anthony S. Noonan IRA LLC vs. Matthew Bigam

Documents rec'd: Affidavit of Due Diligence, Summons, Complaint, and Initial Appearance Fee

Disclosure

Method rec'd: Walk-In

Date and time rec'd: 12/05/14 @ 2:58 pm

Service of Process accepted by: Roxanna Sanchez

R. Sanchez

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Service of Process Summons and complaints fee			1	\$10.00	\$10.00
Total					\$10.00

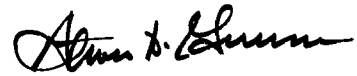
Payments

Type	Description	Amount
Check	Check #1112	\$10.00
Total		\$10.00

Credit Balance: \$0.00

Job Contents:

LAW OFFICE OF MIKE BEEDE PLLC
2300 W SAHARA AVE STE 420
LAS VEGAS, NV 89102



CLERK OF THE COURT

1 AOS

2 MICHAEL BEEDE, ESQ.

3 Law Office of Michael Beede

4 Bar No. 13068

5 2300 W. Sahara Ave., #420

6 Las Vegas, NV 89102

7 Phone: 702-473-8604

8 Fax: 702-832-0248

9 mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

13 vs.

14 MATTHEW M. BIGAM; and REPUBLIC
15 MORTGAGE LLC; and U.S. BANK
16 NATIONAL ASSOCIATION EE; and
17 BANK OF AMERICA NA; and
18 NATIONSTAR MORTGAGE, LLC; and
19 ROE CORPORATIONS I-V, inclusive,
20 Defendants.

CASE NO. A-14-710465-C

DEPT NO. I

AFFIDAVIT OF SERVICE FOR BANK
OF AMERICA NA

21 STATE OF NEVADA)

22 COUNTY OF CLARK)

ss:

23 Michael Beede, being duly sworn, says: That at all times herein affiant was and is a citizen
24 of the United States, over 18 years of age, not a party to nor interested in the proceeding in which
25 this affidavit is made. That affiant received one copy of the Summons, Complaint, and Affidavit of
26 Due Diligence on the 5th day of December, 2014, and served the same on the 5th day of December,
27 2014, by:

28 1) Delivering and leaving a copy with Defendant, _____, at

_____(address)_____

1 2) Serving the Defendant _____ by personally delivering and leaving a copy
2 with _____, a person of suitable age and discretion at the Defendant's usual place of abode
3 located at: (address) _____.

4 3) Serving Defendant BANK OF AMERICA NA by personally delivering and leaving a
5 copy at 555 E. Washington Ave. #5200, Las Vegas, NV 89101.

6 a. with (name) _____ as _____, an agent lawfully designated by statute to accept
7 service of process

8 b. with ROXANNA SANCHEZ, pursuant to NRS 14.020 as a person of suitable
9 age and discretion at the above address, which is the address of the registered agent as shown on the
10 current certificate of designation filed with Secretary of State. (Exhibit 1)

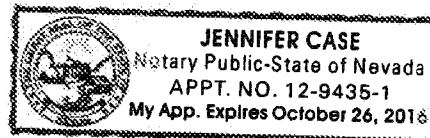
11 c. with (Name of Guard) _____, pursuant to NRS 14.090 as guard posted at the gate of the
12 Defendant's resident to which the undersigned was denied access.

13 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and
14 correct.

15
16 Affiant

17 SUBSCRIBED AND SWORN to before me this
18 11th day of December 2014

19 Jennifer Case
20 Notary Public in and for the County of State of Nevada



21 My commission expires: (SEAL)
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EXHIBIT 1

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ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

STATE OF NEVADA



**OFFICE OF THE
SECRETARY OF STATE**

Commercial Recordings Division
302 N. Carson Street
Carson City, NV 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

LAW OFFICE OF MIKE BEEDE PLLC
2300 W SAHARA AVE STE 420
LAS VEGAS, NV 89102

Job: C20141205-1970
December 8, 2014

Special Handling Instructions:

Entity being served: Bank of America NA

Case #: A-14-710465-C

Authority(ies) cited: NRS 14.030

Description: Anthony S. Noonan IRA LLC vs. Matthew Bigam

Documents rec'd: Affidavit of Due Diligence, Summons, Complaint, and Initial Appearance Fee

Disclosure

Method rec'd: Walk-In

Date and time rec'd: 12/05/14 @ 2:58 pm

Service of Process accepted by: Roxanna Sanchez

R. Sanchez

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Service of Process Summons and complaints fee			1	\$10.00	\$10.00
Total					\$10.00

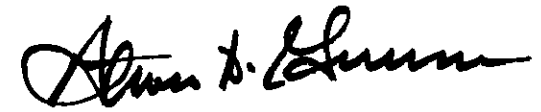
Payments

Type	Description	Amount
Check	Check #1113	\$10.00
Total		\$10.00

Credit Balance: \$0.00

Job Contents:

LAW OFFICE OF MIKE BEEDE PLLC
2300 W SAHARA AVE STE 420
LAS VEGAS, NV 89102



CLERK OF THE COURT

1 AOS

2 MICHAEL BEEDE, ESQ.

3 Law Office of Michael Beede

4 Bar No. 13068

5 2300 W. Sahara Ave., #420

6 Las Vegas, NV 89102

7 Phone: 702-473-8604

8 Fax: 702-832-0248

9 mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

CASE NO. A-14-710465-C

DEPT NO. I

13 vs.


14 MATTHEW M. BIGAM; and REPUBLIC
15 MORTGAGE LLC; and U.S. BANK
16 NATIONAL ASSOCIATION EE; and
17 BANK OF AMERICA NA; and
18 NATIONSTAR MORTGAGE, LLC; and
19 ROE CORPORATIONS I-V, inclusive,
20 Defendants.

21 AFFIDAVIT OF SERVICE FOR NATIONSTAR MORTGAGE LLC

1 STATE OF NEVADA)
) ss.
2 COUNTY OF CLARK)
3

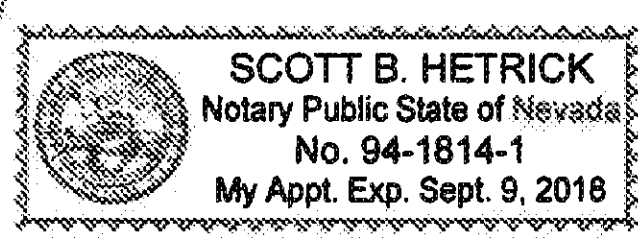
AFFIDAVIT OF SERVICE

4 Fred Smith, being first duly sworn, deposes and says: That affiant is and was on the day when
5 (s)he received the within: **SUMMONS AND COMPLAINT**,
6 a citizen of the United States, over the age of 18 years, and not a party to nor interested in the within
7 action; That affiant received the within named document(s) on the 8th day of December, 2014, and
8 served the same upon: **NATIONSTAR MORTGAGE, LLC**
9 By Serving: Cayla Denney, Managing Agent for CSC Services of Nevada, Registered Agent,
10 at: 2215 B Renaissance Dr.
11 in the City of Las Vegas, County of Clark, State of Nevada on the 10th day of December, 2014 at
12 12:35p.m.

13
14
15 
16 **Fred Smith#R047616**
17 Attorney's Process
18 Nevada License #429
320 E. Warm Springs Rd., #4A-14
Las Vegas, NV 89119
(702) 547-9036

19 SUBSCRIBED AND SWORN TO BEFORE me
20 this 11th day of December, 2014.

21
22 Notary Public



DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

ANTHONY S. NOONAN IRA, LLC;
et al.,

Plaintiff(s),

vs.

MATTHEW M. BIGAM;
et al.,

Defendant(s).

Case No: A-14-710465-C
Dept. No: 1
Docket No:

AFFIDAVIT OF DUE DILIGENCE

STATE OF NEVADA)
COUNTY OF CLARK) ss.

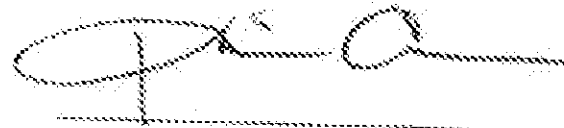
Karie Castle, being first duly sworn, deposes and says; that affiant is and was on the dates when service was attempted of the within: SUMMONS AND COMPLAINT, a citizen of the United States, over 18 years of age, and not a party to, nor interested in the within action; that affiant received the above named document(s) and attempted to personally serve them/have them served upon: REPUBLIC MORTGAGE

By Serving: Agent

subject(s), during the period of December 15, 2014 through December 15, 2014 at his/her last known address(es) of: 9580 W. Sahara Ave. #200 in the City of Las Vegas, County of Clark, State of Nevada, without success in locating said subject(s). Affiant was not able to serve subject(s)/have subject(s) served for the following reasons:

1 12-15-14 at 9:10 a.m. -- The given address is vacant.

2 Affiant, on the basis of the previous information, was unable to locate / serve subject(s).

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6 Karie Castle #R002343

7 Attorney's Process

8 Nevada License No. 429

9 320 E. Warm Springs Rd., #4A-14

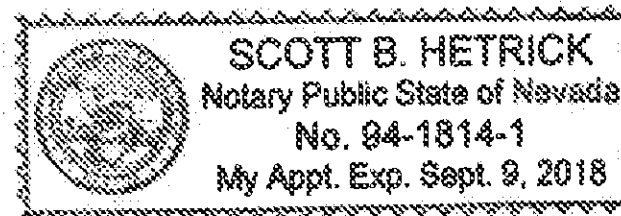
Las Vegas, NV 89119

(702) 547-9036

10 SUBSCRIBED AND SWORN TO BEFORE me

11 this 18th day of December, 2014.

12
13 NOTARY PUBLIC



DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

ANTHONY S. NOONAN IRA, LLC;
et al.,

Plaintiff(s),

vs.

MATTHEW M. BIGAM;
et al.,

Defendant(s).

Case No: A-14-710465-C
Dept. No: I
Docket No:

AFFIDAVIT OF DUE DILIGENCE

STATE OF NEVADA)
COUNTY OF CLARK) ss.

Karie Castle, being first duly sworn, deposes and says; that affiant is and was on the dates when service was attempted of the within: SUMMONS AND COMPLAINT, a citizen of the United States, over 18 years of age, and not a party to, nor interested in the within action; that affiant received the above named document(s) and attempted to personally serve them/have them served upon: REPUBLIC MORTGAGE, LLC

By Serving: Beverly House Myers as Registered Agent
subject(s), during the period of December 9, 2014 through December 9, 2014 at his/her last known address(es) of: 9580 W. Sahara Ave. #200 in the City of Las Vegas, County of Clark, State of Nevada, without success in locating said subject(s). Affiant was not able to serve subject(s)/have subject(s) served for the following reasons:

1 12-9-14 at 1:00 p.m. -- The given address is vacant.

2 Affiant, on the basis of the previous information, was unable to locate / serve subject(s).

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6 Karie Castle #R002343

7 Attorney's Process

8 Nevada License No. 429

9 320 E. Warm Springs Rd., #4A-14

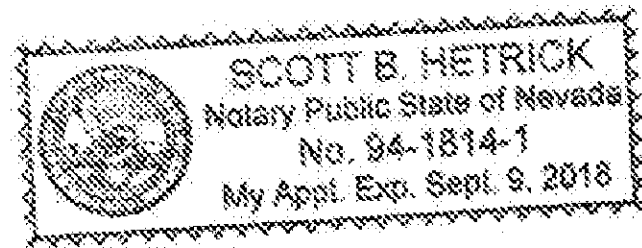
Las Vegas, NV 89119

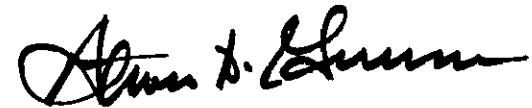
(702) 547-9036

10 SUBSCRIBED AND SWORN TO BEFORE me

11 this 18th day of December, 2014.

12
13 NOTARY PUBLIC





CLERK OF THE COURT

1 AOS

2 MICHAEL BEEDE, ESQ.

3 Law Office of Michael Beede

4 Bar No. 13068

5 2300 W. Sahara Ave., #420

6 Las Vegas, NV 89102

7 Phone: 702-473-8604

8 Fax: 702-832-0248

9 mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

13 vs.

14 MATTHEW M. BIGAM; and REPUBLIC
15 MORTGAGE LLC; and U.S. BANK
16 NATIONAL ASSOCIATION EE; and
17 BANK OF AMERICA NA; and
18 NATIONSTAR MORTGAGE, LLC; and
19 ROE CORPORATIONS I-V, inclusive,
20 Defendants.

CASE NO. A-14-710465-C

DEPT NO. I

AFFIDAVIT OF SERVICE FOR
REPUBLIC MORTGAGE LLC

21 STATE OF NEVADA)

22 COUNTY OF CLARK)

)
)ss:
)

23 Michael Beede, being duly sworn, says: That at all times herein affiant was and is a citizen
24 of the United States, over 18 years of age, not a party to nor interested in the proceeding in which
25 this affidavit is made. That affiant received one copy of the Summons, Complaint, and Affidavit of
26 Due Diligence on the 6th day of January, 2015, and served the same on the 6th day of January,
27 2015, by:

28 1) Delivering and leaving a copy with Defendant, _____, at
(address) _____

1 2) Serving the Defendant _____ by personally delivering and leaving a copy
2 with _____, a person of suitable age and discretion at the Defendant's usual place of abode
3 located at: __ (address) _____.

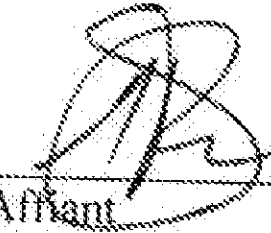
4 3) Serving Defendant **REPUBLIC MORTGAGE LLC** by personally delivering and
5 leaving a copy at **555 E. Washington Ave. #5200, Las Vegas, NV 89101**.

6 a. with ____ (name) ____ as _____, an agent lawfully designated by statute to accept
7 service of process

8 b. with **ROXANNA SANCHEZ**, pursuant to NRS 14.020 as a person of suitable
9 age and discretion at the above address, which is the address of the registered agent as shown on the
10 current certificate of designation filed with Secretary of State. (Exhibit 1)

11 c. with ____ (Name of Guard) ____, pursuant to NRS 14.090 as guard posted at the gate of the
12 Defendant's resident to which the undersigned was denied access.

13 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and
14 correct.

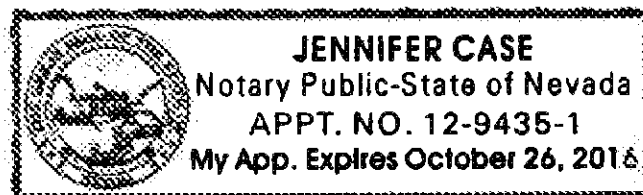
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16 
Affiant _____

17 **SUBSCRIBED AND SWORN** to before me this
18 12 day of January 2015

19 

20 Notary Public in and for the County of State of Nevada

21 My commission expires: (SEAL)



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EXHIBIT 1

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State

JEFFERY LANDERFELT
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

LAW OFFICE OF MIKE BEEDE, PLLC
2300 W SAHARA AVE STE 420
LAS VEGAS, NV 89102

Job: C20150107-0437
January 8, 2015

Special Handling Instructions:

Entity being served: Republic Mortgage LLC

Case #: A-14-710465-C

Authority(ies) cited: NRS 14.030

Description: Anthony S. Noonan vs. Matthew M. Bigam

Documents Rec'd: Affidavit of Due Diligence, Summons, and Complaint

Method rec'd: Walk-In

Date/Time rec'd: 01/06/15 @ 2:00 pm

Service of Process accepted by: Roxanna Sanchez

R. Sanchez

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Service of Process Summons and complaints fee			1	\$10.00	\$10.00
Total					\$10.00

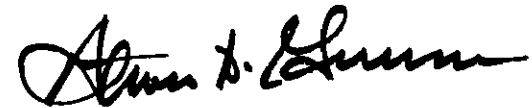
Payments

Type	Description	Amount
Check	Check #1153	\$10.00
Total		\$10.00

Credit Balance: \$0.00

Job Contents:

LAW OFFICE OF MIKE BEEDE, PLLC
2300 W SAHARA AVE STE 420
LAS VEGAS, NV 89102



CLERK OF THE COURT

1 AOS

2 MICHAEL BEEDE, ESQ.

3 Law Office of Michael Beede

4 Bar No. 13068

5 2300 W. Sahara Ave., #420

6 Las Vegas, NV 89102

7 Phone: 702-473-8604

8 Fax: 702-832-0248

9 mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

13 vs.

14 MATTHEW M. BIGAM; and REPUBLIC
15 MORTGAGE LLC; and U.S. BANK
16 NATIONAL ASSOCIATION EE; and
17 BANK OF AMERICA NA; and
18 NATIONSTAR MORTGAGE, LLC; and
19 ROE CORPORATIONS I-V, inclusive,
20 Defendants.

CASE NO. A-14-710465-C

DEPT NO. I

AFFIDAVIT OF SERVICE FOR
REPUBLIC MORTGAGE

21 STATE OF NEVADA)

22 COUNTY OF CLARK)

)ss:

23 Michael Beede, being duly sworn, says: That at all times herein affiant was and is a citizen
24 of the United States, over 18 years of age, not a party to nor interested in the proceeding in which
25 this affidavit is made. That affiant received one copy of the Summons, Complaint, and Affidavit of
26 Due Diligence on the 6th day of January, 2015, and served the same on the 6th day of January,
27 2015, by:

28 1) Delivering and leaving a copy with Defendant, _____, at

_____(address)_____

1 2) Serving the Defendant _____ by personally delivering and leaving a copy
2 with _____, a person of suitable age and discretion at the Defendant's usual place of abode
3 located at: _____ (address) _____

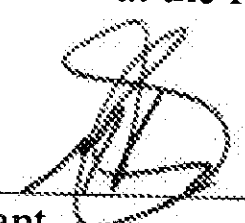
4 3) Serving Defendant **REPUBLIC MORTGAGE** by personally delivering and leaving a
5 copy at **555 E. Washington Ave. #5200, Las Vegas, NV 89101**

6 a. with _____ (name) _____ as _____, an agent lawfully designated by statute to accept
7 service of process


8 b. with **ROXANNA SANCHEZ**, pursuant to NRS 14.020 as a person of suitable
9 age and discretion at the above address, which is the address of the registered agent as shown on the
10 current certificate of designation filed with Secretary of State. (Exhibit 1)

11 c. with _____ (Name of Guard) _____, pursuant to NRS 14.090 as guard posted at the gate of the
12 Defendant's resident to which the undersigned was denied access.

13 I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and
14 correct.

15
16 Affiant 

17 **SUBSCRIBED AND SWORN** to before me this
18 12 day of January 2015

19 

20 Notary Public in and for the County of State of Nevada

21 My commission expires: (SEAL)



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EXHIBIT 1

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STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State

JEFFERY LANDERFELT
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division
202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

LAW OFFICE OF MIKE BEEDE PLLC
2300 W SAHARA AVE STE 420
LAS VEGAS, NV 89102

Job: C20150107-0498
January 8, 2015

Special Handling Instructions:

Entity being served: Republic Mortgage

Case #: A-14-710465-C

Authority(ies) cited: NRS 14.030

Description: Anthony S. Noonan vs. Matthew M. Bigam

Documents Rec'd: Affidavit of Due Diligence, Summons, and Complaint

Method rec'd: Walk-In

Date/Time rec'd: 01/06/15 @ 2:00 pm

Service of Process accepted by: Roxanna Sanchez

R. Sanchez

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Service of Process Summons and complaints fee			1	\$10.00	\$10.00
Total					\$10.00

Payments

Type	Description	Amount
Check	Check #1152	\$10.00
Total		\$10.00

Credit Balance: \$0.00

Job Contents:

LAW OFFICE OF MIKE BEEDE PLLC
2300 W SAHARA AVE STE 420
LAS VEGAS, NV 89102

ORIGINAL

Adam D. Grierson

CLERK OF THE COURT

DEFAULT

MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
Bar No. 13068
2300 W. Sahara Ave., #420
Las Vegas, NV 89102
Phone: 702-473-8604
Fax: 702-832-0248
mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

CASE NO. A-14-710465-C

DEPT NO. I

vs.

DEFAULT

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

It appears from the files and records from the above entitled action, NATIONSTAR MORTGAGE, LLC, duly being served a copy of the Summons and Complaint on the 10th day of December, 2014; that more than 20 days exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time being granted, the Default of the above mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby entered.

BY: DEPUTY CLERK

CLERK OF THE COURT

LEONA ASIFOA

Date

Submitted by:

Michael Beede, Esq.
Law Office of Michael Beede, Esq.
2300 W. Sahara Ave., #420
Las Vegas, NV 89102

**DISTRICT COURT
CLARK COUNTY, NEVADA**


CLERK OF THE COURT

Anthony S. Noonan IRS, LLC
et al.,

Plaintiff,

vs.

Matthew M. Bigam, et al.,

Defendant.

Case No.: A-14-710465-C
Dept No: I
Docket No:

AFFIDAVIT OF DUE DILIGENCE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Karie Castle, being first duly sworn, deposes and says; that affiant is and was on the dates when
service was attempted of the within: **SUMMONS AND COMPLAINT**,

a citizen of the United States, over 18 years of age, and not a party to, nor interested in the
within action; that affiant received the above named document(s) and attempted to personally
serve/have them served upon: **MATTHEW M. BIGAM**,

subject(s), during the period of December 8, 2014 through December 16, 2014 at his/her last
known address(es) of: 7883 Tahoe Ridge Court

in the City of Las Vegas, County of Clark, State of Nevada, without success in locating said
subject(s). Affiant was not able to serve/have subject(s) served for the following

reasons:

12-16-2014 at 4:45 p.m.- The above address is a vacant property.

1 Affiant check with local utilities, Voters registration, Phone directory and ran a SS# trace,
2 no current address were found for the subject in the local area.

3 Affiant, on the basis of the previous information, was unable to locate / serve subject(s).

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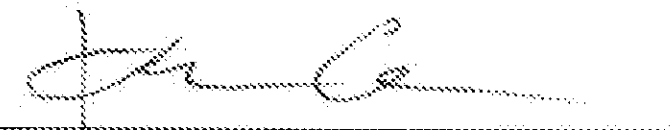
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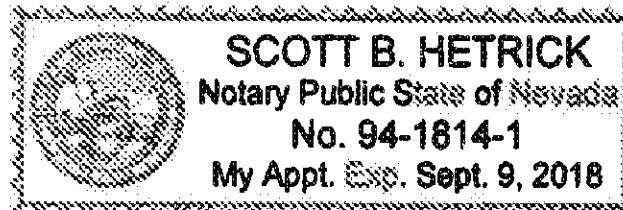
28


Karie Castle #R002343
Attorney's Process NV #429
320 E. Warm Springs Rd. #4A-14
Las Vegas, NV 89119
(702) 547-9036

SUBSCRIBED AND SWORN to before me

this 18th day of December, 2014.

NOTARY PUBLIC



**DISTRICT COURT
CLARK COUNTY, NEVADA**


CLERK OF THE COURT

Anthony S. Noonan IRS, LLC
et al.,

Plaintiff,

vs.

Matthew M. Bigam, et al.,

Defendant.

Case No.: A-14-710465-C
Dept No: I
Docket No:

AFFIDAVIT OF DUE DILIGENCE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Karie Castle, being first duly sworn, deposes and says; that affiant is and was on the dates when
service was attempted of the within: **SUMMONS AND COMPLAINT,**

a citizen of the United States, over 18 years of age, and not a party to, nor interested in the

within action; that affiant received the above named document(s) and attempted to personally

serve/have them served upon: **MATTHEW M. BIGAM,**

subject(s), during the period of January 2, 2015 through January 20, 2015 at his/her last known

address(es) of: 427 N. Broadway Street #A

in the City of Scottsdale, County of Westmoreland, State of Pennsylvania, without success in

locating said

subject(s). Affiant was not able to serve/have subject(s) served for the following

reasons:

1 01-03-2015 at 3:45 p.m.- No answer.

2 01-05-2015 at 6:31 a.m.- No answer.

3 01-09-2015 at 11:10 a.m.- No answer.

4 01-15-2015 at 8:52 p.m.- No answer.

5 01-20-2015 at 7:15 p.m.- Affiant spoke to a female tenant of the above address. She stated
6 that the subject did not live at this address and that the subject was unknown to her.

7 Affiant, on the basis of the previous information, was unable to locate / serve subject(s).

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11

Scott Hetrick
Attorney's Process NV #429
320 E. Warm Springs Rd. #4A-14
Las Vegas, NV 89119
(702) 547-9036

12 SUBSCRIBED AND SWORN to before me

13 this 28th day of January, 2015.

14 
NOTARY PUBLIC

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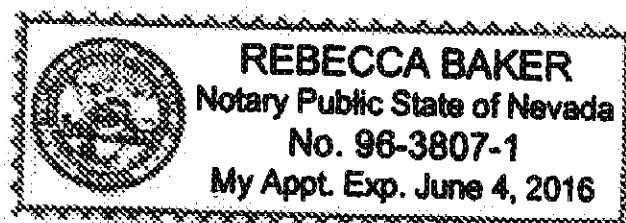
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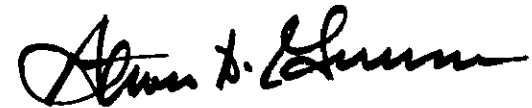
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ORIGINAL



CLERK OF THE COURT

DEFAULT

MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
Bar No. 13068
2300 W. Sahara Ave., #420
Las Vegas, NV 89102
Phone: 702-473-8604
Fax: 702-832-0248
mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

vs.

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

CASE NO. A-14-710465-C

DEPT NO. I

DEFAULT

It appears from the files and records from the above entitled action, BANK OF AMERICA NA duly being served a copy of the Summons and Complaint via the Secretary of state on the 5th day of December, 2014; that more than 40 days exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time being granted, the Default of the above mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby entered.

BY: DEPUTY CLERK

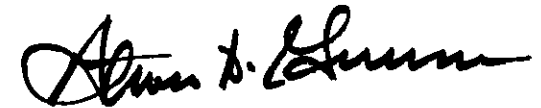

MICHELLE MCCARTHY
Date

Submitted by:

Michael Beede, Esq.
Law Office of Michael Beede, Esq.
2300 W. Sahara Ave., #420
Las Vegas, NV 89102

JAN 31 2015

ORIGINAL



CLERK OF THE COURT

DEFAULT

MICHAEL BEEDE, ESQ.

Law Office of Michael Beede

Bar No. 13068

2300 W. Sahara Ave., #420

Las Vegas, NV 89102

Phone: 702-473-8604

Fax: 702-832-0248

mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

vs.

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

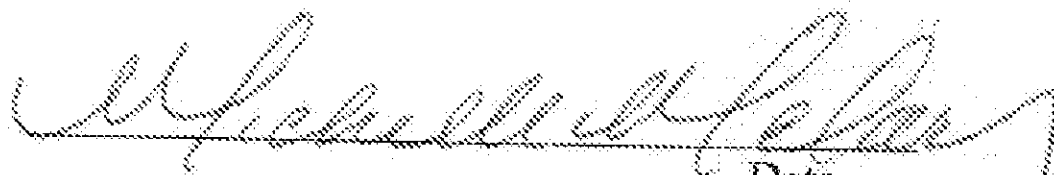
CASE NO. A-14-710465-C

DEPT NO. I

DEFAULT

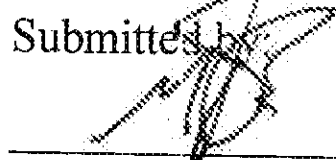
It appears from the files and records from the above entitled action, U.S. BANK NATIONAL ASSOCIATION EE duly being served a copy of the Summons and Complaint via the Secretary of state on the 5th day of December, 2014; that more than 40 days exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time being granted, the Default of the above mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby entered.

BY: DEPUTY CLERK



Date

MICHELLE MCCARTHY

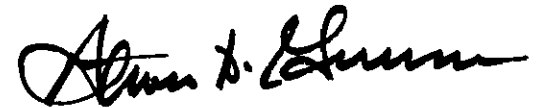


Michael Beede, Esq.
Law Office of Michael Beede, Esq.
2300 W. Sahara Ave., #420
Las Vegas, NV 89102

STEVEN D. GRIERSON
CLERK OF THE COURT

JAN 31 2015

RECEIVED
JAN 28 2015
CLERK OF THE COURT



CLERK OF THE COURT

IAFD

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

CHRISTINE M. PARVAN, ESQ.

Nevada Bar No. 10711

AKERMAN LLP

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Telephone: (702) 634-5000

Facsimile: (702) 380-8572

Email: ariel.stern@akerman.com

Email: christine.parvan@akerman.com

Attorneys for Defendants

Nationstar Mortgage, LLC and U.S. Bank, N.A.

EIGHTH JUDICIAL 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.: I

**INITIAL APPEARANCE FEE
DISCLOSURE**

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for
parties appearing in the above-entitled action as indicated below:

///

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///

1 Nationstar Mortgage, LLC \$223.00
2 U.S. Bank, National Association \$ 30.00
3
4 TOTAL REMITTED: \$253.00

5 DATED this 4th day of February, 2015.
6

7 AKERMAN LLP

8
9 /s/ Christine M. Parvan
10 ARIEL E. STERN, ESQ.
11 Nevada Bar No. 8276
12 CHRISTINE M. PARVAN, ESQ.
13 Nevada Bar No. 10711
14 1160 Town Center Drive, Suite 330
15 Las Vegas, Nevada 89144

16 *Attorneys for Defendants Nationstar Mortgage, LLC and*
17 *U.S. Bank, N.A.*
18
19
20
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CERTIFICATE OF SERVICE

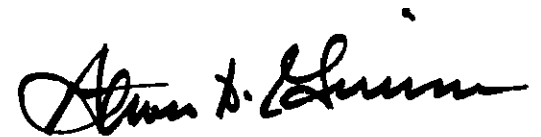
I HEREBY CERTIFY that on the 4th day of February, 2015 and pursuant to NRCP 5, I served through the electronic filing system ("Wiznet") and/or deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **INITIAL APPEARANCE FEE DISCLOSURE**, postage prepaid and addressed to:

Michael N. Beede, Esq.
THE LAW OFFICE OF MIKE BEEDE, PLLC
2300 W. Sahara Avenue, Suite 420
Las Vegas, Nevada 89102

Attorneys for Plaintiff

/s/ Jodi Dawkins

An employee of AKERMAN LLP



CLERK OF THE COURT

NOTA
ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
CHRISTINE M. PARVAN, ESQ.
Nevada Bar No. 10711
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: ariel.stern@akerman.com
Email: christine.parvan@akerman.com

*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.: I

**NOTICE OF APPEARANCE OF
COUNSEL**

Ariel E. Stern, Esq. and Christine M. Parvan, Esq. of AKERMAN LLP appear as counsel of
record for defendants Nationstar Mortgage, LLC and U.S. Bank, N.A. (incorrectly named as "U.S.
Bank National Association EE").

...

...

...

...

...

AKERMAN LLP

1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

All items, including but not limited to pleadings, papers, correspondence, documents and any other thing related to this matter, can be forwarded to counsel at the above address.

DATED this 4th day of February, 2015

AKERMAN LLP

/s/ Christine M. Parvan

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

CHRISTINE M. PARVAN, ESQ.

Nevada Bar No. 10711

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

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

CERTIFICATE OF SERVICE

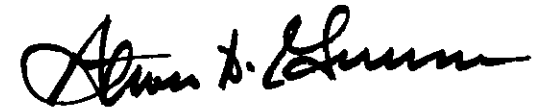
I HEREBY CERTIFY that on the 4th day of February, 2015 and pursuant to NRCP 5, I served via the court's electronic filing system and/or deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **NOTICE OF APPEARANCE OF COUNSEL**, postage prepaid and addressed to:

Michael N. Beede, Esq.
THE LAW OFFICE OF MIKE BEEDE, PLLC
2300 W. Sahara Avenue, Suite 420
Las Vegas, Nevada 89102

Attorneys for Plaintiff

/s/ Jodi Dawkins

An employee of AKERMAN LLP



CLERK OF THE COURT

1 **APPL**
2 Michael Beede, Esq.
3 Law Office of Michael Beede
4 Bar No. 13068
5 2300 W. Sahara Ave., Suite 420
6 Las Vegas, NV 89102
7 Phone: 702-473-8406
8 Fax: 702-832-0248
9 mike@legallv.com
10 Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

9 ANTHONY S. NOONAN IRA, LLC; and LOU
10 NOONAN; and JAMES M. ALLRED IRA, LLC;
11 Plaintiffs,

CASE NO. A-14-710465-C

DEPT NO. I

11 vs.

12
13 MATTHEW M. BIGAM; and REPUBLIC
14 MORTGAGE LLC; and U.S. BANK
15 NATIONAL ASSOCIATION EE; and BANK OF
16 AMERICA NA; and NATIONSTAR
17 MORTGAGE, LLC; and ROE CORPORATIONS
18 I-V, inclusive,
19 Defendants.

APPLICATION FOR JUDGMENT BY DEFAULT

20 In this action the Defendants, NATIONSTAR MORTGAGE, LLC; and U.S. BANK
21 NATIONAL ASSOCIATION EE; and BANK OF AMERICA NA, having been regularly
22 served with Summons and Complaint, having failed to appear and answer the Plaintiff's
23 complaint filed herein, the legal time for answering having expired, and no answer or
24 demurrer having been filed, the default of said Defendants, NATIONSTAR MORTGAGE,
25 LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA NA, in
26 the premises, having been duly entered according to law; upon application of said Plaintiff,
27 Judgment is hereby requested to be entered against said Defendant.
28

1 Plaintiff is the owner of the real property commonly known as 7883 Tahoe Ridge Ct.,
2 Las Vegas, NV 89139. Plaintiff obtained title by foreclosure deed recorded on July 25, 2014.
3 The Plaintiff's title stems from a foreclosure deed arising from a delinquency in assessments
4 due from the former owner, Matthew M. Bigam, to the Coronado Ranch Landscape
5 Maintenance Corporation, pursuant to NRS Chapter 116. (See Plaintiff's Affidavit attached
6 "Exhibit 1")
7

8 The interest of each of the defendants has been extinguished by reason of the
9 foreclosure sale, which was properly conducted with adequate notice given to all persons and
10 entities claiming an interest in the subject property, and resulting from a delinquency in
11 assessments due from the former owner, to Coronado Ranch Landscape Maintenance
12 Corporation, pursuant to NRS chapter 116.
13

14 Based on the foregoing and on all the pleadings on file herein, it is hereby requested
15 THAT PLAINTIFF HAVE JUDGMENT AGAINST DEFENDANTS, NATIONSTAR
16 MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF
17 AMERICA NA, for a determination and declaration that plaintiff is the rightful holder of title
18 to property, free and clear of all liens, encumbrances, and claims of the defendant; for
19 determination and declaration that the defendants have no estate, right, title, interest, or
20 claims in the property; and for a judgment forever enjoining the defendants from asserting
21
22

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27 //

28 //

any estate, right, title, interest or claim in the property.

DATED THIS 5th day of February, 2015.

Submitted by:
MICHAEL BEEDE, ESQ.

By: 

MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
2300 W. Sahara Ave., #420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
Attorney for Plaintiff

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EXHIBIT 1

1
2 **AFFIDAVIT OF PLAINTIFF ANTHONY S. NOONAN**

3 STATE OF NEVADA)
4) ss.
COUNTY OF CLARK)


5 I, Anthony S. Noonan, manager and representative of "ANTHONY S. NOONAN
6 IRA LLC", being first duly sworn, deposes and says:
7

- 8 1. I am over the age of eighteen and am competent to testify as to the matters set forth
9 herein if necessary, and that I am the Plaintiff's in the Court action ANTHONY S.
10 NOONAN IRA LLC; and LOU NOONAN; and JAMES M. ALLRED IRA LLC v.
11 MATTHEW M. BIGAM; and REPUBLIC MORTGAGE LLC; and U.S. BANK
12 NATIONAL ASSOCIATION EE; and BANK OF AMERICA NA; and
13 NATIONSTAR MORTGAGE LLC; and ROE CORPORATIONS I-V, inclusive,
14 Case No. A-14-710465-C.
15
16 2. That plaintiff obtained title to 7883 Tahoe Ridge Ct., Las Vegas, NV 89139 by way
17 of foreclosure deed, recorded on July 25, 2014.
18
19 3. That plaintiff's title stems from a foreclosure deed arising from a delinquency in
20 assessments due from the former owners to the Coronado Ranch Landscape
21 Maintenance Corporation, pursuant to NRS Chapter 116
22
23 4. That the interest of each of the defendants has been extinguished by reason of the
24 foreclosure sale, which was properly conducted with adequate notice given to all
25 persons and entities claiming an interest in the subject property, and resulting from
26 a delinquency in assessments due from the former owner, to Coronado Ranch
27 Landscape Maintenance Corporation, pursuant to NRS Chapter 116.
28

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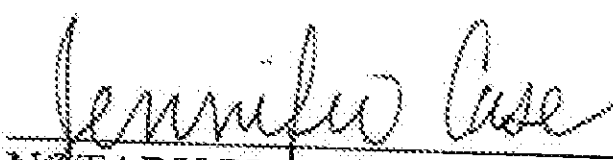
5. That each of the parties was properly served with a summons and complaint, yet, no answer, demurrer, or responsive pleading has been served upon plaintiff, plaintiff's attorney, or filed with the court.
6. That a default judgment should be entered on behalf of plaintiff.
- Further Affiant sayeth naught.

DATED this 4th day of February, 2015.

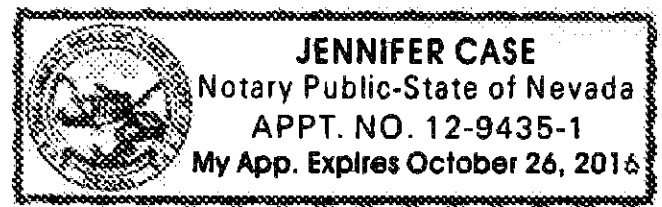


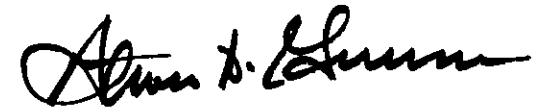
ANTHONY S. NOONAN

SUBSCRIBED and SWORN to before me
this 4th day of February 2015.



NOTARY PUBLIC in and for said
County and State.





CLERK OF THE COURT

1 **REQ**

2 Michael Beede, Esq.
3 Law Office of Michael Beede
4 Bar No. 13068
5 2300 W. Sahara Ave., Suite 420
6 Las Vegas, NV 89102
7 Phone: 702-473-8406
8 Fax: 702-832-0248
9 mike@legallv.com
10 Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

11 ANTHONY S. NOONAN IRA, LLC; and LOU
12 NOONAN; and JAMES M. ALLRED IRA, LLC;
13 Plaintiffs,

CASE NO. A-14-710465-C

DEPT NO. I

14 vs.

15 MATTHEW M. BIGAM; and REPUBLIC
16 MORTGAGE LLC; and U.S. BANK
17 NATIONAL ASSOCIATION EE; and BANK OF
18 AMERICA NA; and NATIONSTAR
19 MORTGAGE, LLC; and ROE CORPORATIONS
20 I-V, inclusive;
21 Defendants.

22 **REQUEST FOR PROVE UP HEARING BY DEFAULT**

23 COMES NOW Plaintiff, ANTHONY S. NOONAN IRA LLC; and LOU
24 NOONAN; and JAMES M. ALLRED IRA LLC, by and through its attorney, Michael
25 Beede, Esq., and hereby requests this Honorable Court to set a hearing date in the
26 captioned matter to prove up a default by Defendants, NATIONSTAR MORTGAGE,
27 LLC; and U.S. BANK NATIONAL ASSOCIATION EE; and BANK OF AMERICA NA,

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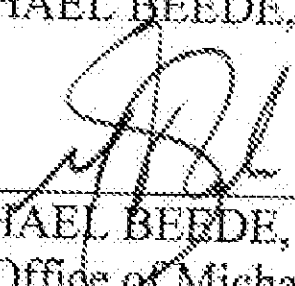
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1 pursuant to a Court's decision.

2 DATED THIS 5th day of February, 2015.

3 Submitted by:
4 MICHAEL BEEDE, ESQ.

5
6 By: 
7 MICHAEL BEEDE, ESQ.
8 Law Office of Michael Beede
2300 W. Sahara Ave., #420
9 Las Vegas, NV 89102

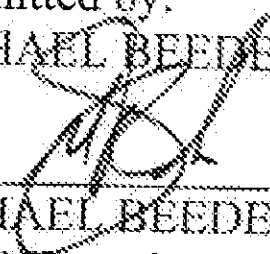
10 **NOTICE OF HEARING DATE FOR PROVE UP**

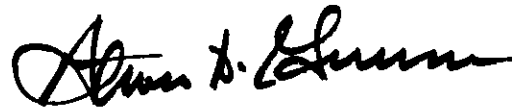
11 **TO: All parties;**

12 Please take notice that the undersigned counsel will bring on for hearing in
13 Department No. _____ of the above-entitled Court a prove up of default of defendants,
14 NATIONSTAR MORTGAGE, LLC; and U.S. BANK NATIONAL ASSOCIATION EE;
15 and BANK OF AMERICA NA, on the 10 day of March, 2015, at the
16 hour of 9:00 a.m. a.m./p.m.

17 Dated this 5th day of February, 2015.

18 Submitted by:
19 MICHAEL BEEDE, ESQ.

20 By: 
21 MICHAEL BEEDE, ESQ.
22 Law Office of Michael Beede
23 2300 W. Sahara Ave., #420
24 Las Vegas, NV 89102
25
26
27
28



CLERK OF THE COURT

1 NOTC
2 Michael Beede, Esq.
3 Law Office of Michael Beede
4 Bar No. 13068
5 2300 W. Sahara Ave., Suite 420
6 Las Vegas, NV 89102
7 Phone: 702-473-8406
8 Fax: 702-832-0248
9 mike@legallv.com
10 Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

11 ANTHONY S. NOONAN IRA, LLC; and LOU
12 NOONAN; and JAMES M. ALLRED IRA, LLC;
13 Plaintiffs,

CASE NO. A-14-710465-C

DEPT NO. I

14 vs.

15 MATTHEW M. BIGAM; and REPUBLIC
16 MORTGAGE LLC; and U.S. BANK
17 NATIONAL ASSOCIATION EE; and BANK OF
18 AMERICA NA; and NATIONSTAR
19 MORTGAGE, LLC; and ROE CORPORATIONS
20 I-V, inclusive,
21 Defendants.

22 NOTICE OF PROVE-UP

23 Date of hearing: March 10, 2015

24 Time of hearing: 9:00am

25 NOTICE IS HEREBY GIVEN that Plaintiff, ANTHONY S. NOONAN IRA LLC;
26 and LOU NOONAN; and JAMES M. ALLRED IRA LLC, by and through its attorney
27 Michael Beede, Esq. of the Law Office of Michael Beede, requests judgment against
28 Defendants, NATIONSTAR MORTGAGE, LLC; and U.S. BANK NATIONAL
ASSOCIATION EE; and BANK OF AMERICA NA, granting the relief sought in the
complaint.

1 Namely,

2 1) A determination from this Court, pursuant to NRS 40.010 that the plaintiff is the
3 rightful owner of the property and that the defendants have no right, title, interest or
4 claim to the subject property.

5 2) A declaration from this court, pursuant to NRS 40.010, that title in the property is
6 vested in plaintiff free and clear of all liens and encumbrances, that the defendants herein
7 have no estate, right, title or interest in the property, and that defendants are forever
8 enjoined from asserting any estate, title, right, interest, or claim to the subject property
9 adverse to the plaintiff.
10

11 3) For a judgment forever enjoining the defendants from asserting any estate, right,
12 title, interest or claim in the property;
13

14 DATED this 16th day of February, 2015.

15 LAW OFFICE OF MICHAEL BEEDE

16
17 BY: 

18 MICHAEL BEEDE, ESQ.
19 Law Office of Michael Beede
20 2300 W. Sahara Ave., #420
21 Las Vegas, NV 89102
22 Phone: 702-473-8406
23 Fax: 702-832-0248
24 Attorney for Plaintiff
25
26
27
28


1
2 **CERTIFICATE OF MAILING**

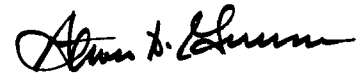
3 **I HEREBY CERTIFY** that on the 16 day, February, 2015, I mailed a copy
4 of the above and foregoing Notice of Prove-Up in a sealed envelope, postage prepaid, to
5 the following named Defendants:

6 CHRISTINE PARVAN, Esq.
7 1160 Town Center Dr., Suite 330
8 Las Vegas, NV 89114

9 Attorney for Defendants Nationstar Mortgage LLC and U.S. Bank National Association

10 Bank of America NA
11 c/o Secretary of State
12 555 E. Washington Ave. #5200
13 Las Vegas, NV 89101

14
15 
16 An employee of MICHAEL BEEDE, ESQ.
17
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CLERK OF THE COURT

DEFAULT

MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
Bar No. 13068
2300 W. Sahara Ave., #420
Las Vegas, NV 89102
Phone: 702-473-8604
Fax: 702-832-0248
mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

CASE NO. A-14-710465-C

DEPT NO. I

vs.

DEFAULT

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

It appears from the files and records from the above entitled action, REPUBLIC MORTGAGE duly being served a copy of the Summons and Complaint via the Secretary of state on the 6th day of January, 2015; that more than 40 days exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time being granted, the Default of the above mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby entered.

BY: DEPUTY CLERK

STEVEN D. GRIERSON
CLERK OF THE COURT

FEB 23 2015

Date

JOSHUA RAAK

Submitted by:

Michael Beede, Esq.
Law Office of Michael Beede, Esq.
2300 W. Sahara Ave., #420
Las Vegas, NV 89102

CLERK OF THE COURT

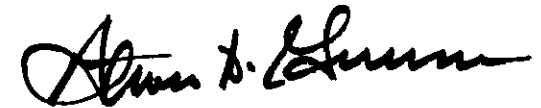
FEB 23 2015

RECEIVED

CLERK OF THE COURT

FEB 17 2015

RECEIVED



CLERK OF THE COURT

DEFAULT

MICHAEL BEEDE, ESQ.

Law Office of Michael Beede

Bar No. 13068

2300 W. Sahara Ave., #420

Las Vegas, NV 89102

Phone: 702-473-8604

Fax: 702-832-0248

mike@legallv.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

vs.

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

CASE NO. A-14-710465-C

DEPT NO. I

DEFAULT

It appears from the files and records from the above entitled action, REPUBLIC MORTGAGE LLC duly being served a copy of the Summons and Complaint via the Secretary of state on the 6th day of January, 2015; that more than 40 days exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time being granted, the Default of the above mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall be hereby entered.

BY: DEPUTY CLERK STEVEN D. GRIERSON
CLERK OF THE COURT

FEB 23 2015

Date
JOSHUA RAAK

Submitted by:

Michael Beede, Esq.

Law Office of Michael Beede, Esq.

2300 W. Sahara Ave., #420

Las Vegas, NV 89102

CLERK OF THE COURT

FEB 17 2015

RECEIVED

**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

PARTIES PRESENT: Beede, Michael, ESQ Attorney for the Plaintiff

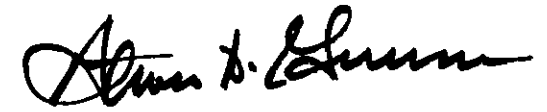
JOURNAL ENTRIES

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

ORDER SIGNED IN OPEN COURT.

ORIGINAL

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03/10/2015 04:24:43 PM



CLERK OF THE COURT

JUDG
Michael Beede, Esq.
Law Office of Michael Beede
Bar No. 13068
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
mike@legallv.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

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

CASE NO. A-14-710465-C

DEPT NO. I

vs.

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

JUDGMENT BY DEFAULT

In this action the Defendant, BANK OF AMERICA NA, having been regularly served with Summons and Complaint via the Secretary of State and having failed to appear and answer the Plaintiff's complaint filed herein, the legal time for answering having expired, and no answer or demurrer having been filed, the Default of said Defendant, BANK OF AMERICA NA, in the premises, having been duly entered according to law; upon application of said Plaintiff, Judgment is hereby entered against said Defendant, BANK OF AMERICA NA as follows:

//

1
2 IT IS ORDERED THAT PLAINTIFF HAVE JUDGMENT AGAINST
3 DEFENDANT, BANK OF AMERICA NA;
4

5 1. For a determination and declaration that Plaintiff is the rightful holder of title to
6 the property, free and clear of all liens, encumbrances, and claims of the defendant;

7 2. For determination ad declaration that the defendants have no estate, right, title,
8 interest or claim to the property; and


9 3. Enjoining the defendant from asserting any estate, right, title, interest or claim in
10 the property.
11

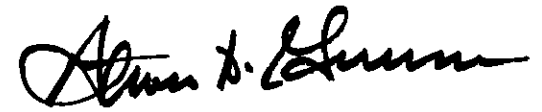
12 DATED this 10 day of March, 2015.

13
14
15 
DISTRICT JUDGE

16 DATED this 10 day of March, 2015.

17 Submitted by:
18 MICHAEL BEEDE, ESQ.

19
20 By: 
MICHAEL BEEDE, ESQ.
21 Law Office of Michael Beede
22 2300 W. Sahara Ave., #420
23 Las Vegas, NV 89102
24 Phone: 702-473-8406
Fax: 702-832-0248
Attorney for Plaintiff



CLERK OF THE COURT

1 **SAO**

2 ARIEL E. STERN, ESQ.

3 Nevada Bar No. 8276

4 CHRISTINE M. PARVAN, ESQ.

5 Nevada Bar No. 10711

6 AKERMAN LLP

7 1160 Town Center Drive, Suite 330

8 Las Vegas, Nevada 89144

9 Telephone: (702) 634-5000

10 Facsimile: (702) 380-8572

11 Email: ariel.stern@akerman.com

12 Email: christine.parvan@akerman.com

13 *Attorneys for Defendants Nationstar*

14 *Mortgage, LLC & U.S. Bank, N.A.*

15 DISTRICT COURT

16 CLARK COUNTY, NEVADA

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

20 Plaintiff,

21 v.

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

28 Defendants.

Case No.: A-14-710465-C

Dept.: I

**STIPULATION AND ORDER SETTING
ASIDE DEFAULT**

21 Defendants Nationstar Mortgage, LLC and U.S. Bank, N.A. (incorrectly named as "U.S.
22 Bank National Association EE") (**defendants**) and plaintiffs Anthony S. Noonan IRA, LLC; Lou
23 Noonan; and James M. Allred IRA, LLC hereby stipulate and agree as follows:

24 ...

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AKERMAN LLP

1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 - FAX: (702) 380-8572

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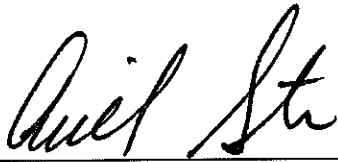
IT IS HEREBY STIPULATED AND AGREED THAT the default entered by the Clerk of Court on February 3, 2015 against defendants shall be set aside;

IT IS HEREBY STIPULATED AND AGREED THAT defendants' response to plaintiffs' complaint will be due fourteen (14) court days from the entry of this stipulation;

IT IS HEREBY STIPULATED AND AGREED THAT the parties seek to avoid any further dispute or motion practice regarding relief from the entered and requested defaults, and seek to allow this action to proceed in due course.

DATED this 10th day of March, 2015.

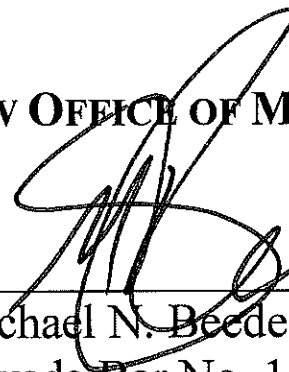
AKERMAN LLP



ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
CHRISTINE M. PARVAN, ESQ.
Nevada Bar No. 10711
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144

Attorney for Defendants

LAW OFFICE OF MIKE BEEDE, PLLC



Michael N. Beede, Esq.
Nevada Bar No. 13068
2300 W Sahara Ave. Suite 420
Las Vegas, Nevada 89102

Attorney for Plaintiffs

ORDER

UPON STIPULATION of the parties, and good cause appearing therefore, it is hereby ordered:

IT IS HEREBY ORDERED THAT the default entered by the Clerk of Court on February 3, 2015 against defendants shall be set aside;

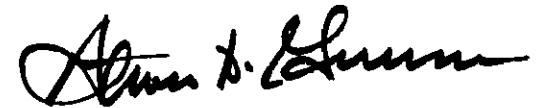
IT IS HEREBY ORDERED THAT defendants' response to plaintiffs' complaint will be due fourteen (14) court days from the entry of this stipulation;

IT IS HEREBY ORDERED THAT the parties seek to avoid any further dispute or motion practice regarding relief from the entered and requested defaults, and seek to allow this action to proceed in due course.

IT IS SO ORDERED.

Dated: March 19, 2015


DISTRICT COURT JUDGE



CLERK OF THE COURT

NTSO

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

CHRISTINE M. PARVAN, ESQ.

Nevada Bar No. 10711

AKERMAN LLP

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Telephone: (702) 634-5000

Facsimile: (702) 380-8572

Email: ariel.stern@akerman.com

Email: christine.parvan@akerman.com

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

EIGHTH JUDICIAL 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. No.: I

**NOTICE OF ENTRY OF STIPULATION
AND ORDER**

PLEASE TAKE NOTICE that a Stipulation and Order Setting Aside Default has been
entered on the 20th day of March, 2015, in the above-captioned matter.

...

...

...

...

...

...

{30694371;1}

AKERMAN LLP

1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 – FAX: (702) 380-8572

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A copy of said Order is attached hereto as Exhibit A.
DATED this 31st day of March, 2015.

AKERMAN LLP

/s/ Christine M. Parvan

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
CHRISTINE M. PARVAN, ESQ.
Nevada Bar No. 10711
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
*Attorneys for Nationstar Mortgage, LLC and
U.S. Bank, N.A.*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 31st day of March, 2015 and pursuant to NRCP 5(b), I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **NOTICE OF ENTRY OF STIPULATION AND ORDER**, postage prepaid and addressed to:

Michael N. Beede, Esq.
LAW OFFICE OF MIKE BEEDE, PLLC
2300 W Sahara Ave. Suite 420
Las Vegas, NV 89102

Attorneys for Plaintiffs

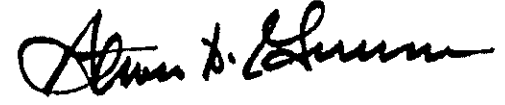
/s/ Allen Stephens

An employee of AKERMAN LLP

EXHIBIT A

EXHIBIT A

{30074750;1}


CLERK OF THE COURT

1 **SAO**
2 ARIEL E. STERN, ESQ.
3 Nevada Bar No. 8276
4 CHRISTINE M. PARVAN, ESQ.
5 Nevada Bar No. 10711
6 AKERMAN LLP
7 1160 Town Center Drive, Suite 330
8 Las Vegas, Nevada 89144
9 Telephone: (702) 634-5000
10 Facsimile: (702) 380-8572
11 Email: ariel.stern@akerman.com
12 Email: christine.parvan@akerman.com
13
14 *Attorneys for Defendants Nationstar*
15 *Mortgage, LLC & U.S. Bank, N.A.*

DISTRICT COURT
CLARK COUNTY, NEVADA

11
12 ANTHONY S. NOONAN IRA, LLC; and LOU
13 NOONAN; and JAMES M. ALLRED IRA,
14 LLC;

15 Plaintiff,

16 v.

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

23 Defendants.

Case No.: A-14-710465-C

Dept.: I

**STIPULATION AND ORDER SETTING
ASIDE DEFAULT**

24 Defendants Nationstar Mortgage, LLC and U.S. Bank, N.A. (incorrectly named as "U.S.
25 Bank National Association EE") (**defendants**) and plaintiffs Anthony S. Noonan IRA, LLC; Lou
26 Noonan; and James M. Allred IRA, LLC hereby stipulate and agree as follows:

27 ...

28 ...

...

...

...

AKERMAN LLP

1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 - FAX: (702) 380-8572

IT IS HEREBY STIPULATED AND AGREED THAT the default entered by the Clerk of Court on February 3, 2015 against defendants shall be set aside;

IT IS HEREBY STIPULATED AND AGREED THAT defendants' response to plaintiffs' complaint will be due fourteen (14) court days from the entry of this stipulation;

IT IS HEREBY STIPULATED AND AGREED THAT the parties seek to avoid any further dispute or motion practice regarding relief from the entered and requested defaults, and seek to allow this action to proceed in due course.

DATED this 10th day of March, 2015.

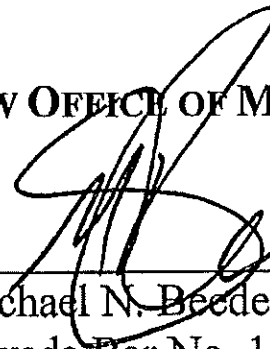
AKERMAN LLP



ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
CHRISTINE M. PARVAN, ESQ.
Nevada Bar No. 10711
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144

Attorney for Defendants

LAW OFFICE OF MIKE BEEDE, PLLC



Michael N. Beede, Esq.
Nevada Bar No. 13068
2300 W Sahara Ave. Suite 420
Las Vegas, Nevada 89102

Attorney for Plaintiffs

ORDER

UPON STIPULATION of the parties, and good cause appearing therefore, it is hereby ordered:

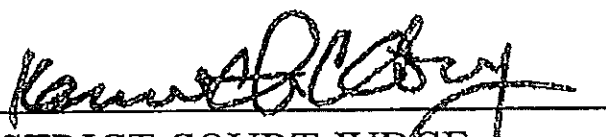

IT IS HEREBY ORDERED THAT the default entered by the Clerk of Court on February 3, 2015 against defendants shall be set aside;

IT IS HEREBY ORDERED THAT defendants' response to plaintiffs' complaint will be due fourteen (14) court days from the entry of this stipulation;

IT IS HEREBY ORDERED THAT the parties seek to avoid any further dispute or motion practice regarding relief from the entered and requested defaults, and seek to allow this action to proceed in due course.

IT IS SO ORDERED.

Dated: March 19, 2015


DISTRICT COURT JUDGE


DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

ANTHONY S. NOONAN IRS, LLC
et al.,

Plaintiff(s),

vs.

MATTHEW M. BIGAM, et al.,

Defendant(s).

Case Number: A-14-710465-C
Dept. No: I
Docket No:

AMENDED AFFIDAVIT OF DUE DILIGENCE

STATE OF NEVADA

COUNTY OF CLARK

)
) ss.
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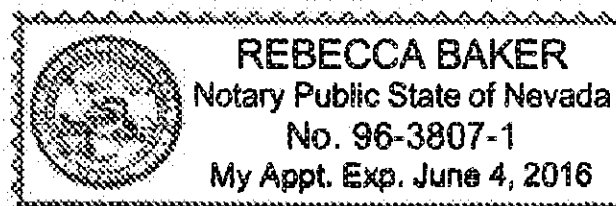
Scott Hetrick, being first duly sworn, deposes and says; that affiant is and was on the dates when service was attempted of the within: **SUMMONS AND COMPLAINT**, a citizen of the United States, over 18 years of age, and not a party to, nor interested in the within action; that affiant received the above named document(s) and attempted to personally serve them/have them served upon: **MATTHEW M. BIGAM** subject(s), during the period of January 2, 2015 through January 20, 2015 at his/her last known address(es) of: 427 N. Broadway Street #A in the City of Scottsdale, County of Westmoreland, State of Pennsylvania, without success in locating said subject(s). Affiant was not able to serve subject(s)/have subject(s) served for the following reasons:

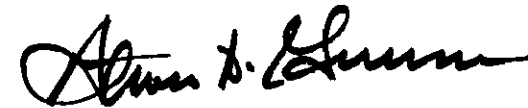
1 1-3-15 at 3:45 p.m. -- No answer.
2 1-5-15 at 6:31 p.m. -- No answer.
3 1-9-15 at 11:10 a.m. -- No answer.
4 1-15-15 at 8:52 p.m. -- No answer.
5 1-20-15 at 7:15 p.m. -- Per female at the given address, subject does not live here, and subject
6 unknown to her.
7 Affiant performed Social / Name Trace and Searched County Assessor, DMV, Voter
8 Registration, and Telephone Directory. The within stated address is the last known and/or
9 most current for subject. Additionally, affiant was unable to locate place of employment for
10 subject.
11 Affiant, on the basis of the previous information, was unable to locate / serve subject(s).

12
13
14
15 Scott Hetrick #429
16 Attorney's Process
17 Nevada License No. 429
18 320 E. Warm Springs Rd., #4A-14
19 Las Vegas, NV 89119
20 (702) 547-9036

21 SUBSCRIBED AND SWORN TO BEFORE me
22 this 26th day of March, 2015.

23 *Rebecca Baker*
24 NOTARY PUBLIC





CLERK OF THE COURT

1 **ACOM**

2 **MICHAEL N. BEEDE, ESQ.**

3 Nevada State Bar No. 13068

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

5 2300 W Sahara Ave., Suite 420

6 Las Vegas, NV 89102

7 Telephone (702) 473-8406

8 Facsimile (702) 832-0248

9 Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

13 vs.

14 MATTHEW M. BIGAM; and REPUBLIC
15 MORTGAGE; and REPUBLIC
16 MORTGAGE LLC; and U.S. BANK
17 NATIONAL ASSOCIATION as Trustee for
18 the Certificateholders of Citigroup Mortgage
19 Loan Trust Inc., Mortgage pass-through
20 certificates, Series 2007-AR7; and BANK OF
21 AMERICA NA; and NATIONSTAR
22 MORTGAGE, LLC; and REAL TIME
23 RESOLUTIONS, INC.; and REPUBLIC
24 SILVER STATE DISPOSAL, INC.; and ROE
25 CORPORATIONS I-V, inclusive,

Defendants.

CASE NO. A-14-710465-C

DEPT NO. I

26 **AMENDED COMPLAINT**

27 Plaintiffs, ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M.
28 ALLRED IRA, LLC, by and through their attorney, Michael N. Beede, Esq. allege as follows:

1. Plaintiffs are the owners as tenants in common with equal shares of the real property
commonly known as 7883 Tahoe Ridge Ct. Las Vegas, NV 89139, bearing Clark County
Recorder Parcel Number 176-11-311-013.

1 20. Plaintiffs took title to the Property free and clear of all junior liens and encumbrances
2 affecting title to the Property, including the First Deed of Trust, the Second Deed of
3 Trust, any assessments or other fees claimed by Coronado Ranch Landscape
4 Maintenance Corporation accruing prior to the date of the Deed, any liens for sums
5 due to Republic Silver State Disposal, Inc. prior to the date of the Deed and any claim
6 to title of the Property that may be asserted to by Defendants.

7 21. Notwithstanding the recording of the Deed on July 25, 2014, Plaintiffs are informed
8 and believe that U.S. Bank National Association, Bank of America NA, Nationstar
9 Mortgage LLC and Real Time Resolutions, Inc. claim to continue to hold an interest
10 in the Property superior to that of Plaintiff's by virtue of the purported Deeds of
11 Trust.

12 22. Plaintiffs are informed and believes Matthew M. Bigam granted a deed of trust in
13 favor of Defendants Republic Mortgage LLC and Republic Mortgage. Republic
14 Mortgage recorded these Deeds of Trust as encumbrances on the subject property as
15 Instrument Numbers 200702200004388 and 200702204389. On information and
16 belief these Deeds of Trust named Mortgage Electronic Registration Systems, Inc. as
17 beneficiary.

18 23. Plaintiffs are informed and believe that on October 12, 2011 an assignment of a Deed
19 of Trust (related to instrument number 200702200004388) was recorded from
20 Mortgage Electronic Registration Systems Inc. (commonly known as MERS) to
21 Defendants US Bank National Association EE and/or U.S. Bank National Association
22 as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc.,
23 Mortgage Pass-Through Certificates, Series 2007-AR7.

24 24. Plaintiffs are informed and believe that an assignment (related to instrument number
25 200702200004388) was also recorded on August 16, 2013 from Defendant Bank of
26 America NA to Defendant Nationstar Mortgage LLC. If Bank of America had any
27 interest to assign, no deed of trust, assignment, or other instrument of such an interest
28 was ever recorded in its favor.

- 1 25. Plaintiffs are informed and believe that on October 15, 2014 a Corporate Assignment
2 of Deed of Trust (related to instrument number 200702200004389) was recorded
3 from Mortgage Electronic Registration Systems, Inc. to Defendant Real Time
4 Resolutions, Inc.
- 5 26. Plaintiffs are informed and believe that Coronado Ranch Landscape Maintenance
6 Corporation claims a lien upon the Property for assessments accruing pursuant to the
7 CC&Rs in an amount of excess of that to which Coronado Ranch Landscape
8 Maintenance Corporation may be entitled to pursuant to NRS 116.3116.
- 9 27. Plaintiffs are informed and believe that Republic Silver State Disposal, Inc. claims
10 liens upon the Property for solid waste disposal which pre-date the foreclosure sale.
- 11 28. The claims to title of The Property asserted by each defendant conflict with Plaintiffs'
12 claim to title and constitute a cloud upon title.
- 13 29. The interest of each of the Defendants, if any, has been extinguished by reason of the
14 foreclosure sale, which was properly conducted with adequate notice given to all
15 persons and entities claiming a recorded interest in the subject property, and resulting
16 from a delinquency in assessments due from the former owner, to Coronado Ranch
17 Landscape Maintenance Corporation, pursuant to NRS Chapter 116 and *SFR Invs.*
18 *Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408 (2014).
- 19 30. Therefore, Plaintiffs bring the instant action to quiet all claims against all known
20 persons and/or entities claiming legal or equitable interests in the Property.

21 **FIRST CLAIM FOR RELIEF ACTION**

22 **(Declaratory Relief/Quiet Title Pursuant to NRS 30.010, et. Seq. and NRS 116,**
23 **et. seq.)**

- 24 31. Plaintiffs incorporate each and every of the preceding paragraphs as if fully set forth
25 herein.
- 26 32. Pursuant to NRS 30.030, et seq. and NRS 40.010, this Court has the power and
27 authority to declare Plaintiffs' rights and interests in the Property and to resolve the
28 Defendants' adverse claims to the Property.

1 33. Plaintiffs acquired the Property by successfully bidding on the Property at a public
2 sale held on July 21, 2014 in accordance with NRS Chapter 116, and are the rightful
3 owners of the Property by virtue of the Foreclosure Deed.

4 34. Upon information and belief, the Defendants herein assert claims to the Property
5 adverse to that of the Plaintiffs.

6 35. Plaintiffs are entitled to a declaratory judgment from this court finding that: (1)
7 Plaintiff owns the Property in fee simple free and clear of any interest in the Property
8 claimed by any and all Defendants; (2) the Deed is valid and enforceable; (3) the
9 conveyance of the Property to Plaintiff through the Foreclosure Deed extinguished
10 Defendants' security and/or ownership interests in the Property; (4) any attempt to
11 transfer of title to the Property through a non-judicial foreclosure sale pursuant to
12 either the First Deed of Trust or the Second Deed of Trust would be invalid; and (5)
13 Plaintiffs' rights and interest in the Property are superior to any adverse interests
14 claimed by Defendants.

15 36. Plaintiff seeks an Order from the Court quieting title to the Property in favor of the
16 Plaintiff.

17 **SECOND CLAIM FOR RELIEF**

18 **(Preliminary and Permanent Injunction against U.S. Bank National Association,**
19 **Bank of America NA, Nationstar Mortgage LLC and Real Time Resolutions,**
20 **Inc.**

21 37. Plaintiffs incorporate each and every of the preceding paragraphs as if fully set forth
22 herein.

23 38. Plaintiffs acquired the Property by successfully bidding on the Property at a public
24 sale held on July 21, 2014 in accordance with NRS Chapter 116, and are the rightful
25 owners of the Property by virtue of the Foreclosure Deed.

26 39. Notwithstanding the conveyance of the Property to Plaintiffs, Defendants continue to
27 claim adverse interests in the Property through the First Deed of Trust and Second
28 Deed of Trust.

1 40. Plaintiffs are informed and believe that U.S. Bank National Association, Bank of
2 America NA, Nationstar Mortgage LLC and Real Time Resolutions, Inc. may
3 improperly attempt to complete a non-judicial foreclosure sale of the Property under
4 either the First Deed of Trust or Second Deed of Trust pursuant to NRS Chapter
5 107.080, et seq. despite the fact that Plaintiffs hold a superior interest in the Property.

6 41. Plaintiffs are entitled to a preliminary injunction and permanent injunction prohibiting
7 U.S. Bank National Association, Bank of America NA, Nationstar Mortgage LLC
8 and Real Time Resolutions, Inc. from initiating or attempting to complete any
9 foreclosure proceeding under the First Deed of Trust or the Second Deed of Trust or
10 otherwise attempting to transfer title to the Property thereunder.

11
12 **THIRD CLAIM FOR RELIEF**

13 **(Slander to Title)**

14 42. Plaintiffs incorporate each and every of the preceding paragraphs as if fully set forth
15 herein.

16 43. Defendants have made false assertions affecting the title to The Property. Defendants
17 have made adverse claims that conflict with Plaintiffs' claim to title and constitute a
18 cloud upon title.

19 44. Defendants have made these claims, despite knowing that Plaintiffs' interest in the
20 Property is superior to Defendants; purported interests, which were extinguished by
21 operation of law.

22 45. As a direct and natural result of Defendants' actions, Defendants have forced
23 Plaintiffs to file the instant Complaint, which has caused Plaintiff to incur special
24 damages, including attorney's fees and costs.

25 46. As such, Plaintiffs are entitled to an award of attorney's fees and costs, as well as any
26 other special damages Plaintiff suffers, as a result of Defendants actions herein.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

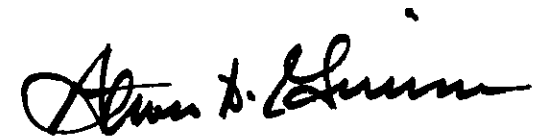
1. For a determination and declaration that Plaintiffs are the rightful owners of title to the Property, free and clear of all claims of the Defendants;
2. For and award of special damages, including reasonable attorneys' fees;
3. For court costs incurred;
4. For a preliminary and permanent injunction prohibiting U.S. Bank National Association, Bank of America NA, Nationstar Mortgage LLC and Real Time Resolutions, Inc. from initiating or continuing foreclosure proceedings or otherwise attempting to transfer title to the Property;
5. For such other and further relief as the Court deems just and proper.

DATED this 6th day of April, 2015.

THE LAW OFFICE OF MIKE BEEDE, PLLC

BY: 

Michael N. Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorney for Plaintiffs



CLERK OF THE COURT

CERT

Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
(O) 702-473-8406
(F) 702-832-0248
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

MATTHEW M. BIGAM; 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. I

AFFIDAVIT OF MAILING OF
AMENDED SUMMONS AND
AMENDED COMPLAINT

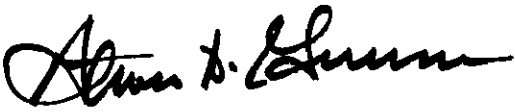
Pursuant to NRCP Rule 5, I HEREBY CERTIFY that service of the Amended Summons and
Amended Complaint regarding Defendants, U.S. BANK NATIONAL ASSOCIATION and
NATIONSTAR MORTGAGE, LLC was made on this 9th day of April, 2015, by depositing a copy of the
same in the U.S. Mails, CERTIFIED postage prepaid, and addressed to:

Christine M. Parvan, Esq.
AKERMAN LLP
1160 Town Center Dr., Suite 330
Las Vegas, NV 89114

DATED this 9th day of April, 2015.

/s/Jennifer Case

An employee of Mike Beede, Esq.



CLERK OF THE COURT

CERT

Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
(O) 702-473-8406
(F) 702-832-0248
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

MATTHEW M. BIGAM; 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. I

AFFIDAVIT OF MAILING OF
AMENDED SUMMONS AND
AMENDED COMPLAINT

Pursuant to NRCP Rule 5, I HEREBY CERTIFY that service of the Amended Summons and
Amended Complaint regarding Defendants, REPUBLIC MORTGAGE and REPUBLIC MORTGAGE
LLC, was made on this 9th day of April, 2015, by depositing a copy of the same in the U.S. Mails,
CERTIFIED postage prepaid, and addressed to:

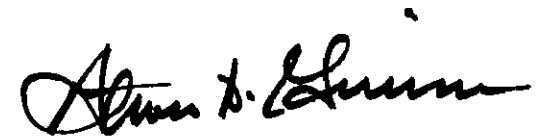
REPUBLIC MORTGAGE
c/o Secretary of State
555 E. Washington Ave. #5200
Las Vegas, NV 89101

REPUBLIC MORTGAGE LLC
c/o Secretary of State
555 E. Washington Ave. #5200
Las Vegas, NV 89101

DATED this 9th day of April, 2015.

/s/Jennifer Case

An employee of Mike Beede, Esq.



CLERK OF THE COURT

LIS
The Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
T: 702-473-8406
F: 702-832-0248
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA LLC,
Plaintiffs,

vs.

MATTHEW BIGAM, et al.

Defendants.

CASE NO. A-14-710465-C

DEPT NO. I

NOTICE OF LIS PENDENS

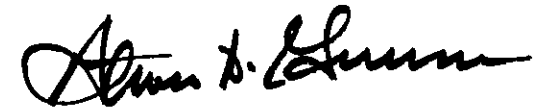
Please take notice pursuant to NRS 14.010, an action has been filed by the Plaintiff, ANTHONY S. NOONAN IRA LLC, regarding title and possession to the real property commonly known as, 7883 TAHOE RIDGE CT. LAS VEGAS, NV 89139 and legally described as, PROMONTORY 5, PLAT BOOK 126, PAGE 34, LOT 13 BLOCK 1.

LAW OFFICE OF MICHAEL BEEDE

/s/ Michael Beede

BY: _____

MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
2300 W. Sahara Ave., #420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248



CLERK OF THE COURT

1 ANS
2 DONALD H. WILLIAMS, ESQ.
3 Nevada Bar No. 5548
4 WILLIAMS & ASSOCIATES
5 612 South Tenth Street
6 Las Vegas, Nevada 89101
7 *Attorney for Republic Silver State*
8 *Disposal, Inc.*

9
10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 ANTHONY S. NOONAN IRA, LLC; and LOU) CASE NO.: A-14-710465
13 NOONAN; and JAMES M. ALLRED IRA, LLC) DEPT. NO.: I

14 Plaintiff,)

15 vs.)

16 MATHEW M. BIGAM; and REPUBLIC)
17 MORTGAGE; and REPUBLIC MORTGAGE LLC;))
18 and U.S BANK NATIONAL ASSOCAITION as)
19 Trustee for Certificateholders of Citigroup)
20 Mortgage Loan Trust, Inc., Mortgage pass-through)
21 Certificates, Series 2007-AR7; and BANK OF)
22 AMERICA NA; and NATIONSTAR)
23 MORTGAGE, LLC; and REAL TIME)
24 RESOLUTIONS, INC., and REPUBLIC SILVER)
25 STATE DISPOSAL, INC., and ROE)
26 CORPORATIONS I-V, inclusive,)

27 Defendants.)
28

29 **ANSWER TO COMPLAINT**

30 COMES NOW, DEFENDANTS, REPUBLIC SILVER STATE DISPOSAL, INC.

31 (hereinafter referred to as "Republic"), by and through its attorney, Donald H. Williams, Esq.
32 of The Law Offices of WILLIAMS & ASSOCIATES, and hereby admits, denies and alleges
33 as follows:
34

WILLIAMS & ASSOCIATES

Attorneys at Law

612 South Tenth Street

Las Vegas, NV 89101

Telephone: (702) 320-7755 Facsimile: (702) 320-7760

I. Answering paragraphs 13, 27, 34 and 39 of the allegations in Plaintiff's Complaint, Republic admits the same.

II. Answering paragraphs 20, 29, 30, 33, 35, 43, 44, 45 and 46 of the allegations in Plaintiff's Complaint, Republic denies the same in their entirety.

III. Answering paragraphs 31, 37 and 42 of the allegations in Plaintiff's Complaint, Defendant repeats and realleges its responses to the preceding paragraphs as if fully set forth herein.

IV. Answering ALL REMAINING PARAGRAPHS, Republic states that it is without knowledge or information necessary to ascertain the truth or falsity of the allegations contained therein and therefore denies the same.

AFFIRMATIVE DEFENSES

1. Regardless of any dispute between Plaintiff and the other Defendants, Republic's liens enjoy priority over the liens of Plaintiff and of the other Defendants and are not extinguished by foreclosure pursuant to NRS 444.520(3) and any other relevant statutes and/or city or county ordinances.
2. Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendant's Answer, and therefore, Defendant reserves the right to amend this Answer to allege additional affirmative defenses, if subsequent investigation warrants.

WHEREFORE, Republic prays as follows:

1. That Republic's liens have priority over all other liens and encumbrances on the subject property; and

///

///

///

///

///

2. For such other and further relief as the Court may deem just and equitable.

DATED this 1 day of April, 2015.

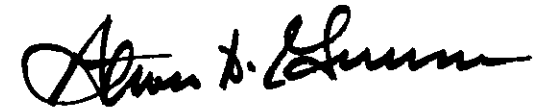
WILLIAMS & ASSOCIATES

DONALD H. WILLIAMS, ESQ.
Nevada Bar No.5548
612 South Tenth Street
Las Vegas, Nevada 89101
*Attorney for Republic Silver State
Disposal, Inc.*

CERTIFICATE OF SERVICE

Pursuant to NRCP 5 (b), I certify that I am an employee of Williams & Associates, and that on the 21 day of April, 2015, I caused to be served via the Court's Wiznet online filing system and pursuant to Administrative Order **14-2** a true and correct copy of the foregoing **ANSWER TO COMPLAINT** in the above matter to parties listed/registered for e-service on this case.

Employee of WILLIAMS & ASSOCIATES



CLERK OF THE COURT

IAFD
DONALD H. WILLIAMS, ESQ.
Nevada Bar No. 5548
WILLIAMS & ASSOCIATES
612 South Tenth Street
Las Vegas, Nevada 89101
*Attorney for Republic Silver State
Disposal, Inc.*

DISTRICT COURT

CLARK COUNTY, NEVADA

ANTHONY S. NOONAN IRA, LLC; and LOU) CASE NO.: A-14-710465
NOONAN; and JAMES M. ALLRED IRA, LLC) DEPT. NO.: I

Plaintiff,

vs.

MATHEW M. BIGAM; and REPUBLIC)
MORTGAGE; and REPUBLIC MORTGAGE LLC;))
and U.S BANK NATIONAL ASSOCAITION as)
Trustee for 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.

INITIAL APPEARANCE FEE DISCLOSURE

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted
for parties appearing in the above entitled action as indicated below:

REPUBLIC SILVER STATE DISPOSAL, INC. \$223.00

///

///

1 TOTAL REMITTED:

\$223.00

2 DATED this 7 day of April, 2015.

3 WILLIAMS & ASSOCIATES

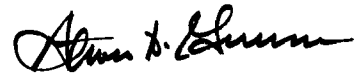
4
5 
DONALD H. WILLIAMS, ESQ.

6 Nevada Bar No. 5548

7 612 South Tenth Street

8 Las Vegas, Nevada 89101

Attorney for Republic Silver State Disposal, Inc.



CLERK OF THE COURT

1 **ACOM**

2 MICHAEL N. BEEDE, ESQ.

3 Nevada State Bar No. 13068

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

5 2300 W Sahara Ave., Suite 420

6 Las Vegas, NV 89102

7 Telephone (702) 473-8406

8 Facsimile (702) 832-0248

9 Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

13 Plaintiffs,

14 vs.

15 MATTHEW M. BIGAM; and REPUBLIC
16 MORTGAGE; and REPUBLIC
17 MORTGAGE LLC; and U.S. BANK
18 NATIONAL ASSOCIATION as Trustee for
19 the Certificateholders of Citigroup Mortgage
20 Loan Trust Inc., Mortgage pass-through
21 certificates, Series 2007-AR7; and BANK OF
22 AMERICA NA; and NATIONSTAR
23 MORTGAGE, LLC; and REAL TIME
24 RESOLUTIONS, INC.; and REPUBLIC
25 SILVER STATE DISPOSAL, INC.; and ROE
26 CORPORATIONS I-V, inclusive,

27 Defendants.

CASE NO. A-14-710465-C

DEPT NO. I

**AFFIDAVIT OF SERVICE FOR
REPUBLIC SILVER STATE
DISPOSAL, INC.**



PROOF OF SERVICE

Court Date:		File No. 0003196
Court:	DISTRICT COURT CLARK COUNTY	Case No. A14710465C
Initiator:	LAW OFFICE OF MIKE BEEDE	Other: REPUBLIC SILVER STATE DISPOSAL, INC.
Address:	2300 W. SAHARA AVE. #420 LAS VEGAS, NV 89102	Address: R/A: CORP TRUST CO OF NV 311 S. DIVISION ST. CARSON CITY, NV 89701
Plaintiff:	ANTHONY S. NOONAN IRA, LLC., ET AL	Defendant: BIGAM, MATTHEW M., ET AL
Address:	, 0	Address: , 0

1. Documents Served:
SUMMONS & COMPLAINT

2. Service Attempts:

Date	Time	Address:	Served
4/15/15	12:00	SAME	<input checked="" type="checkbox"/>
		Notes:	
		Address:	<input type="checkbox"/>
		Notes:	
		Address:	<input type="checkbox"/>
		Notes:	

3. Party Served: LINDA ROBERTSON Title: ADMINISTRATIVE ASSISTANT

4. I served the party named in Item 3: TO AUTHORIZED INDIVIDUAL

5. Remarks: AMENDED SUMMONS & FIRST AMENDED COMPLAINT.

6. At the time of service I was at least 18 years of age and not a party to this action.

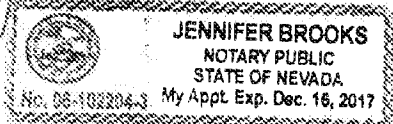
7. I am an authorized individual with the Carson City Sheriff's Office and certify that the foregoing is true and correct.

State of Nevada

County of Carson City

This instrument was acknowledged before me, on
of April 2015 by Thomas Janas

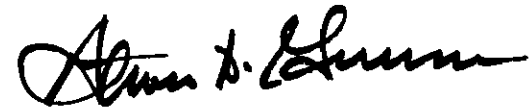
Notary Public



Thomas Janas
TOM JANAS
Carson City Sheriff's Office
911 East Musser Street
Carson City, NV 89701
Phone: 775-887-2500

4/20/15
Date

APP0090



CLERK OF THE COURT

1 **ACOM**

2 MICHAEL N. BEEDE, ESQ.

3 Nevada State Bar No. 13068

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

5 2300 W Sahara Ave., Suite 420

6 Las Vegas, NV 89102

7 Telephone (702) 473-8406

8 Facsimile (702) 832-0248

9 Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

13 Plaintiffs,

14 vs.

15 MATTHEW M. BIGAM; and REPUBLIC
16 MORTGAGE; and REPUBLIC
17 MORTGAGE LLC; and U.S. BANK
18 NATIONAL ASSOCIATION as Trustee for
19 the Certificateholders of Citigroup Mortgage
20 Loan Trust Inc., Mortgage pass-through
21 certificates, Series 2007-AR7; and BANK OF
22 AMERICA NA; and NATIONSTAR
23 MORTGAGE, LLC; and REAL TIME
24 RESOLUTIONS, INC.; and REPUBLIC
25 SILVER STATE DISPOSAL, INC.; and ROE
26 CORPORATIONS I-V, inclusive,

27 Defendants.

CASE NO. A-14-710465-C

DEPT NO. 1

**AFFIDAVIT OF SERVICE FOR
REAL TIME RESOLUTIONS, INC.**



PROOF OF SERVICE

Court Date:		File No. 0003193
Court:	DISTRICT COURT CLARK COUNTY	Case No. A14710465C
Initiator:	LAW OFFICE OF MIKE BEEDE, PLLC	Other: REAL TIME RESOLUTIONS, INC.
Address:	2300 W. SAHARA AVE. #420 LAS VEGAS, NV 89102	Address: R/A: CORP TRUST CO OF NV 311 S. DIVISON ST. CARSON CITY, NV 89701
Plaintiff:	ANTHONY S. NOONAN IRA, LLC., ET AL	Defendant: BIGAM, MATTHEW M., ET AL
Address:	, 0	Address: , 0

1. Documents Served:

SUMMONS & COMPLAINT

2. Service Attempts:

Date	Time	Address	Served
4/15/15	12:00	Address: SAME	<input checked="" type="checkbox"/>
		Notes:	
		Address:	<input type="checkbox"/>
		Notes:	
		Address:	<input type="checkbox"/>
		Notes:	

3. Party Served: LINDA ROBERTSON Title: ADMINISTRATIVE ASSISTANT

4. I served the party named in Item 3: TO AUTHORIZED INDIVIDUAL

5. Remarks: AMENDED SUMMONS & AMENDED COMPLAINT.

6. At the time of service I was at least 18 years of age and not a party to this action.

7. I am an authorized individual with the Carson City Sheriff's Office and certify that the foregoing is true and correct.

State of Nevada

County of Carson City

This instrument was acknowledged before me, on
of April 2015 by Thomas Janas

Notary Public

JENNIFER BROOKS

NOTARY PUBLIC
STATE OF NEVADA

No. 08-102204-3 My Appt. Exp. Dec. 18, 2017

TOM JANAS
Carson City Sheriff's Office
911 East Musser Street
Carson City, NV 89701
Phone: 775-887-2500

4/20/15
Date

DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

ANTHONY S. NOONAN IRA, LLC;
et al.,

Plaintiff(s),

vs.

MATTHEW M. BIGAM;
et al.,

Defendant(s).

Case Number: A-14-710465-C
Dept. No: I
Docket No:

AFFIDAVIT OF DUE DILIGENCE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Fred Smith, being first duly sworn, deposes and says; that affiant is and was on the dates when
service was attempted of the within: **AMENDED SUMMONS AND AMENDED**

COMPLAINT,

a citizen of the United States, over 18 years of age, and not a party to, nor interested in the
within action; that affiant received the above named document(s) and attempted to personally
serve them/have them served upon: **MATTHEW M. BIGAM**
subject(s), during the period of April 11, 2015 through April 18, 2015 at his/her last known
address(es) of: 7783 Tahoe Ridge Court and 1050 E. Cactus Ave. #1064
in the City of Las Vegas, County of Clark, State of Nevada, without success in locating said
subject(s). Affiant was not able to serve subject(s)/have subject(s) served for the following
reasons:

1 There was never an answer at 7883 Tahoe Ridge. The following attempts were made:

2 4-11-15 at 7:38 a.m. -- No answer.

3 4-12-15 at 6:46 p.m. -- No answer.

4 4-14-15 at 9:02 p.m. -- No answer.

5 4-16-15 at 9:45 a.m. -- No answer.

6 A sign on the door stated that the house was purchased in a public auction, and that no
7 trespassing was allowed.

8 Power was on at this address, but vehicles were never visible. Affiant was unable to get
9 information from neighbors. Messages left were not returned.

10 5-18-15 at 8:24 p.m. -- Per male occupant at 1050 E. Cactus Avenue #1064, subject is
11 unknown.

12 Affiant performed Social / Name trace and searched County Assessor, DMV, Voter
13 Registration, and Telephone Directory. The within stated addresses are the last known
14 and/or most current for subject. Additionally, affiant was unable to locate Place of
15 Employment for subject.

16 Affiant, on the basis of the previous information, was unable to locate / serve subject(s).

17

18

19

Fred Smith

20

Fred Smith #R047616

21

Attorney's Process

22

Nevada License No. 429

23

320 E. Warm Springs Rd., #4A-14

24

Las Vegas, NV 89119

25

(702) 547-9036

26

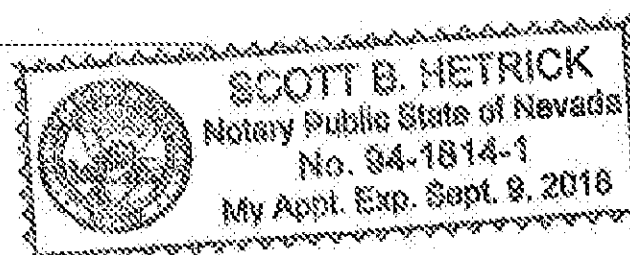
SUBSCRIBED AND SWORN TO BEFORE me

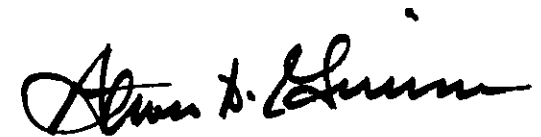
27

this 25th day of May, 2015.

28

NOTARY PUBLIC





CLERK OF THE COURT

CERT

Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
(O) 702-473-8406
(F) 702-832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

MATTHEW M. BIGAM; 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. I

CERTIFICATE OF MAILING OF
SUMMONS AND COMPLAINT

I HEREBY CERTIFY that service of the Summons, and was made this 30th day of May, 2015, by
depositing a copy of the same in the U.S. Certified Mails, postage prepaid, and addressed to:

Matthew M. Bigam

7883 Tahoe Ridge Ave.

Las Vegas, NV 89139

Matthew M. Bigam

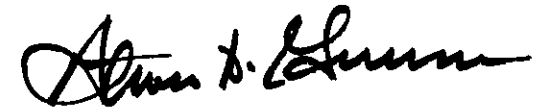
1050 E. Cactus Ave. #1064

Las Vegas, NV 89183

DATED this 30th day of May, 2015.

/s/Jennifer Case

An employee of Mike Beede, Esq.



CLERK OF THE COURT

EXAP
MICHAEL N. BEEDE, ESQ.
Nevada State Bar No. 13068
THE LAW OFFICE OF MIKE BEEDE, PLLC
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

MATTHEW M. BIGAM; 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. I

**EX PARTE MOTION TO ENLARGE TIME FOR SERVICE OF PROCESS AND FOR
AN ORDER FOR SERVICE BY PUBLICATION AS TO MATTHEW M. BIGAM**

COMES NOW the Plaintiff, ANTHONY S. NOONAN IRA LLC; and LOU NOONAN;
and JAMES M. ALLRED IRA LLC, by and through her attorney, Michael Beede, Esq. of the
Law Offices of Mike Beede, and moves this Honorable Court Ex Parte, for an Order to Enlarge

1 Time for Service of Process and for Service By Publication for Defendant, MATTHEW M.
2 BIGAM.

3 This Ex Parte Motion is based upon the pleadings and papers on file in this action,
4 Memorandum of Points and Authorities, the affidavits and exhibits attached hereto and
5 incorporated herein by reference.
6

7 Dated this 1st day of June, 2015.

8
9 THE LAW OFFICE OF MIKE BEEDE, PLLC

10
11 BY: 

12 Michael N. Beede, Esq.
13 Nevada State Bar No. 13068
14 2300 W Sahara Ave., Suite 420
15 Las Vegas, NV 89102
16 Telephone (702) 473-8406
17 Facsimile (702) 832-0248
18 Attorney for Plaintiff
19
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28

AFFIDAVIT OF MICHAEL BEEDE, ESQ.

STATE OF NEVADA
COUNTY OF CLARK

)
) ss:
)

Michael Beede, Esq., being first duly sworn, deposes and states that:

1. Under penalties of perjury, I swear that I am an attorney licensed to practice law in the State of Nevada and I'm employed by The Law Offices of Mike Beede, PLLC. As such, I am the attorney for the Plaintiff in the above-entitled case.

2. I hereby submit this Affidavit in Support of Plaintiff's Ex Parte Application to Extend Time for Service of Process and for Service of Process by Publication.

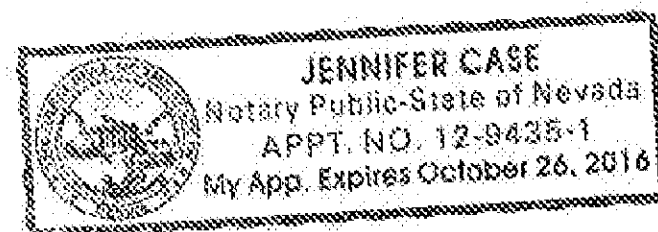
3. I have read Plaintiff's Ex Parte Application to Extend Time for Service of Process and for Service of Process by Publication, the facts of which are incorporated as those fully set forth herein and I believe its contents to be true and as to those statements and allegations made upon information and belief, I believe them to be true.

FURTHER AFFIANT SAYETH NAUGHT.


MICHAEL BEEDE, ESQ.

SUBSCRIBED and SWORN to before me
this 1st day of June, 2015.


NOTARY PUBLIC in and for said
County and State



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I.
BRIEF RECITATION OF FACTS

This is a real property action seeking quiet title on the property located at 7883 Tahoe Ridge Ct., Las Vegas, NV 89139 which was purchased at a Homeowners Association foreclosure sale on July 21, 2014. On April 6, 2015, Plaintiff filed their Amended Complaint; thus, the last day to serve process is August 4, 2015.

On May 28, 2015, an Affidavit of Due Diligence was filed. The Plaintiff has attempted to serve the Defendant at 7883 Tahoe Ridge Ct., Las Vegas, NV 89139 and 1050 E. Cactus Ave. #1064, Las Vegas, NV 89183, their last known addresses with no success. (See Affidavit of Due Diligence, attached hereto as exhibit 1.) On May 30, 2015, an Affidavit of Mailing of Summons and Complaint was filed. (See Affidavit of Mailing of Summons and Complaint, attached hereto as exhibit 2.)

Inasmuch as the last day in which to serve process is fast-approaching, Plaintiff seeks an Order of this Court to Enlarge Time for Service of Process and to Serve Process by Publication.

POINTS AND AUTHORITIES
II.

NRCP 4(i) provides authority for the Court to enlarge time for service of process. It provides,

If a service of the summons and complaint is not made upon a defendant within 120 days after the filing of the complaint, the action shall be dismissed as to that defendant without prejudice upon the court's own initiative with notice to such party or upon motion, unless the party on whose behalf such service was required files a motion to enlarge the time for service and shows good cause why such service was not made within that period. If the party on whose behalf such service was required fails to file a motion to enlarge the time for service before the 120-day service period

1 expires, the court shall take that failure into consideration in
2 determining good cause for an extension of time. Upon a showing
3 of good cause, the court shall extend the time for service and set a
reasonable date by which service should be made.

4 Despite diligent efforts, Plaintiff has been unable to locate Defendants in order to
5 effectuate service of process. Accordingly, Plaintiff seeks an extension of time in the amount of
6 90 days in which to serve process by publication.
7

8 In addition to attempting personal service of process on Defendant, Plaintiff has mailed
9 Defendant at his last known address, a copy of the Summons and Complaint were sent by regular
10 mail addressed to Defendants.
11

12 Inasmuch as Defendant cannot be found within the State of Nevada, Rule 4 permits this
13 Court to Order Service of Publication. It provides as follows:

14 (i) General. When the person on whom service is to be made
15 resides out of the state, or has departed from the state, or cannot,
16 after due diligence, be found with in the state, or conceals himself
17 to avoid the service of summons, and the fact shall appear, by
18 affidavit, to the satisfaction of the court or judge thereof, and it
19 shall appear, either by affidavit or by a verified complaint on file,
20 that a cause of action exist against the defendant in respect to
whom the service is to be made, and that he is a necessary or
proper party to the action, such court or judge may grant an order
that the service be made by the publication of summons.

21 Provided, when said affidavit is based on the fact that the party on
22 whom service is to be made resides out of the state, and the present
23 address of the party is unknown, it shall be a sufficient showing of
24 such fact if the affiant shall state generally in such affidavit that at
25 a previous time such person resided out of this state in a certain
26 place (naming the place and stating the latest date known to
27 Affiant when such party so resided there); that such place is the
28 last place in which such party resided to the knowledge of Affiant;
that such party no longer resides at such place; that Affiant does
not know the present place of residence of such party or where
such party can be found; and that Affiant does not know and has
never been informed and has no reason to believe that such party
now resides in this state; and, in such case, it shall be presumed
that such party still resides and remains out of the state, and such

1 affidavit shall be deemed to be a sufficient showing of due
2 diligence to find the defendant. This rule shall apply to all manner
3 of civil actions, including those for divorce.

4 . . .

5 **(iii) Publication.** The order shall direct the publication to be
6 made in a newspaper, published in the State of Nevada, to be
7 designated by the court or judge thereof, for a period of 4 weeks,
8 and at least once a week during said time. In addition to in-state
9 publication, where the present residence of the defendant is
10 unknown the order may also direct that publication be made in a
11 newspaper published outside the State of Nevada whenever the
12 court is of the opinion that such publication is necessary to give
13 notice that is reasonably calculated to give a defendant actual
14 notice of the proceedings. In case of publication, where the
15 residence of a nonresident or absent defendant is known, the court
16 or judge shall also direct a copy of the summons and complaint to
17 be deposited in the post office, directed to the person to be served
18 at the person's place of residence. The service of summons shall be
19 deemed complete in cases of publication at the expiration of 4
20 weeks from the first publication, and in cases when a deposit of a
21 copy of the summons and complaint in the post office is also
22 required, at the expiration of 4 weeks from such deposit.

23 In the matter of Foster v. Lewis, 78 Nev. 330; 372 P.2d 679 (1962), although the Court
24 upheld the lower court's finding that no personal service of summons was made on either of the
25 respondents, although service by publication had been granted, when referring to NRCP
26 4(e)(1)(i), the Court found that:

27 "The proviso of this rule can be utilized only when the affidavit
28 states that the party on whom service is to be made resides out of
the state (which the affidavit here does) and that the present
address of the party is unknown (the affidavit is silent on this
point). Since the affidavit does not contain the requirements of the
proviso, it is necessary to ascertain if compliance has been made
with the requirements of the first paragraph of the section. This
states, in part: "When the person on whom service is to be made
resides out of the state*** and the fact shall appear, by affidavit, to
the satisfaction of the court or judge thereof***."

1 In the present case, the Affidavit of Due Diligence complies with the requirements of
2 NRCPP 4. Furthermore, Plaintiff has properly exercised due diligence in accordance with NRCPP
3 4(e)(1)(i) in an attempt to locate the Defendant.

4 Plaintiff has endeavored to effect personal service on all of the defendants in this action
5 because the primary concern since the outset of this case has been the effort to identify those
6 with possible claims to and quiet title to real property in the State of Nevada. Plaintiff's
7 diligence in attempting service coupled with the defendants' deliberate attempts to avoid service
8 warrant an enlargement of the time permitted to serve the remaining defendants. The Nevada
9 Supreme Court in *Scrimmer v. Eighth Jud. Dist.*, 116 Nev. 507, 998 P.2d 1190 (2000), set out the
10 requirement that extensions in time for service be granted based upon a showing of "good
11 cause." The court laid out several factors for determining if good cause exists:

12 We conclude that a number of considerations may govern a district court's
13 analysis of good cause under NRCPP 4(i), and we emphasize that no single
14 consideration is controlling. Appropriate considerations include: (1) difficulties in
15 locating the defendant, (2) the defendant's efforts at evading service or
16 concealment of improper service until after the 120-day period has lapsed, (3) the
17 plaintiff's diligence in attempting to serve the defendant, (4) difficulties
18 encountered by counsel in attempting service, (5) the running of the applicable
19 statute of limitations, (6) the parties' good faith attempts to settle the litigation
20 during the 120-day period, (7) the lapse of time between the end of the 120-day
21 period and the actual service of process on the defendant, (8) the prejudice to the
22 defendant caused by the plaintiff's delay in serving process, (9) the defendant's
23 knowledge of the existence of the lawsuit, and (10) any extensions of time for
24 service granted by the district court.

25 In applying the *Scrimmer* factors, good cause for an extension exists here, as Plaintiff has
26 had substantial difficulties in locating the remaining Defendants, Plaintiff believes that
27 Defendants are aware, or should be aware of this lawsuit but are intentionally attempting to
28 evade service, Plaintiff has exercised diligence in attempting to effect service by taking the
following steps: Five separate attempts at the last known physical address, plus performing
Social/ Name Trace and search of the County Assessor, DMV, Voter Registration and Telephone
directory, with confirmation of last known addresses. Plaintiff's attorney has encountered
significant difficulty in serving the defendant, as personal service has been attempted on five
occasions at the defendant's last known addresses. The Defendant will suffer no prejudice, as

1 Plaintiff could simply reassert her claims at issue if the complaint were dismissed without
2 prejudice. Inasmuch as the last day to serve process is August 4, 2015, this Court should enter
3 an order to enlarge time to allow service by publication and an order for service by publication.

4 **III.**

5 **CONCLUSION**

6 Plaintiff has satisfied the requirements of NRCP 4(e)(1), and an Order to Enlarge Time
7 for Service of Process and an Order for Service by Publication should be entered forthwith.

8 Dated this 1st day of June, 2015.

9 THE LAW OFFICE OF MIKE BEEDE, PLLC

10
11 BY: 

12 Michael N. Beede, Esq.
13 Nevada State Bar No. 13068
14 2300 W Sahara Ave., Suite 420
15 Las Vegas, NV 89102
16 Telephone (702) 473-8406
17 Facsimile (702) 832-0248
18 Attorney for Plaintiff
19
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27
28

EXHIBIT 1

DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

ANTHONY S. NOONAN IRA, LLC;
et al.,

Plaintiff(s),

vs.

MATTHEW M. BIGAM;
et al.,

Defendant(s).

Case Number: A-14-710465-C
Dept. No: I
Docket No:

AFFIDAVIT OF DUE DILIGENCE

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Fred Smith, being first duly sworn, deposes and says; that affiant is and was on the dates when
service was attempted of the within: **AMENDED SUMMONS AND AMENDED**

COMPLAINT,

a citizen of the United States, over 18 years of age, and not a party to, nor interested in the
within action; that affiant received the above named document(s) and attempted to personally
serve them/have them served upon: **MATTHEW M. BIGAM**
subject(s), during the period of April 11, 2015 through April 18, 2015 at his/her last known
address(es) of: 7883 Tahoe Ridge Court and 1050 E. Cactus Ave. #1064
in the City of Las Vegas, County of Clark, State of Nevada, without success in locating said
subject(s). Affiant was not able to serve subject(s)/have subject(s) served for the following
reasons:

1 There was never an answer at 7883 Tahoe Ridge. The following attempts were made:
2 4-11-15 at 7:38 a.m. -- No answer.
3 4-12-15 at 6:46 p.m. -- No answer.
4 4-14-15 at 9:02 p.m. -- No answer.
5 4-16-15 at 9:45 a.m. -- No answer.
6 A sign on the door stated that the house was purchased in a public auction, and that no
7 trespassing was allowed.
8 Power was on at this address, but vehicles were never visible. Affiant was unable to get
9 information from neighbors. Messages left were not returned.
10 5-18-15 at 8:24 p.m. -- Per male occupant at 1050 E. Cactus Avenue #1064, subject is
11 unknown.
12 Affiant performed Social / Name trace and searched County Assessor, DMV, Voter
13 Registration, and Telephone Directory. The within stated addresses are the last known
14 and/or most current for subject. Additionally, affiant was unable to locate Place of
15 Employment for subject.
16 Affiant, on the basis of the previous information, was unable to locate / serve subject(s).

Fred Smith

Fred Smith #R047616
Attorney's Process
Nevada License No. 429
320 E. Warm Springs Rd., #4A-14
Las Vegas, NV 89119
(702) 547-9036

24 SUBSCRIBED AND SWORN TO BEFORE me
25 this 25th day of May, 2015.

NOTARY PUBLIC

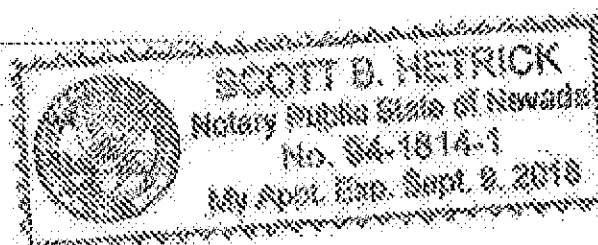
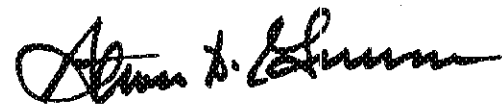


EXHIBIT 2



CLERK OF THE COURT

CERT

Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
(O) 702-473-8406
(F) 702-832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

MATTHEW M. BIGAM; 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. I

CERTIFICATE OF MAILING OF
SUMMONS AND COMPLAINT

I HEREBY CERTIFY that service of the Summons, and was made this 30th day of May, 2015, by
depositing a copy of the same in the U.S. Certified Mails, postage prepaid, and addressed to:

Matthew M. Bigam

7883 Tahoe Ridge Ave.

Las Vegas, NV 89139

Matthew M. Bigam

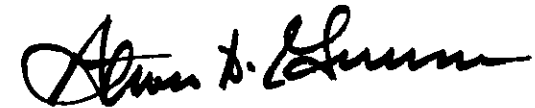
1050 E. Cactus Ave. #1064

Las Vegas, NV 89183

DATED this 30th day of May, 2015.

/s/Jennifer Case

An employee of Mike Beede, Esq.



CLERK OF THE COURT

1 ORD
2 Michael Beede, Esq.
3 Law Office of Michael Beede
4 Bar No. 13068
5 2300 W. Sahara Ave., Suite 420
6 Las Vegas, NV 89102
7 Phone: 702-473-8406
8 Fax: 702-832-0248
9 mike@legallv.com
10 Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

14 vs.

15 MATTHEW M. BIGAM; and REPUBLIC
16 MORTGAGE; and REPUBLIC
17 MORTGAGE LLC; and U.S. BANK
18 NATIONAL ASSOCIATION as Trustee for
19 the Certificateholders of Citigroup Mortgage
20 Loan Trust Inc., Mortgage pass-through
21 certificates, Series 2007-AR7; and BANK OF
22 AMERICA NA; and NATIONSTAR
23 MORTGAGE, LLC; and REAL TIME
24 RESOLUTIONS, INC.; and REPUBLIC
25 SILVER STATE DISPOSAL, INC.; and ROE
26 CORPORATIONS I-V, inclusive,
27 Defendants.

CASE NO. A-14-710465-C

DEPT NO. I

23 **ORDER GRANTING EX PARTE MOTION TO ENLARGE TIME FOR SERVICE**
24 **OF PROCESS AND FOR AN ORDER FOR SERVICE BY PUBLICATION AS TO**
25 **MATTHEW M. BIGAM**

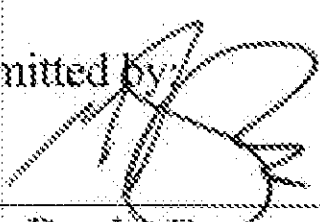
26 **IT IS ORDERED** that the Plaintiff shall be granted an additional 60 days to serve the
27 Defendant; and

28 **IT IS FURTHER ORDERED**, that the Defendant may be served by Publication of
the Summons and Complaint at least once a week for four (4) consecutive weeks in a

1 newspaper of general circulation, Nevada Legal News, published in Clark County, Nevada,
2 and in addition thereto, a copy of the Summons and Complaint shall be forthwith mailed to
3 the Defendant at their last known address, 7883 Tahoe Ridge Ave., Las Vegas, NV 89139 and
4 1050 E. Cactus Ave. #1064, Las Vegas, NV 89183, first class certified mail, postage prepaid.

5 Dated this 4 day of June, 2015.

6
7 
DISTRICT COURT JUDGE

8 Submitted by: 

9 Mike Beede, Esq.

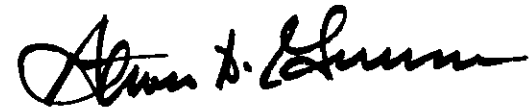
10 Bar No. 13068

11 Law Office of Mike Beede

12 2300 W. Sahara Ave. #420

13 Las Vegas, NV 89102

14 Attorney for Plaintiff
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CLERK OF THE COURT

MSJ
MICHAEL BEEDE, Esq.
Law Office of Michael Beede
Nevada Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
T: 702-473-8406
F: 702-832-0248
mike@LegalLV.com

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

CASE NO. A-14-710465-C

DEPT NO. I

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.

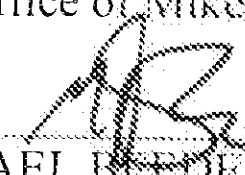
PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

Plaintiffs Anthony S. Noonan IRA, LLC; Lou Noonan and James M. Allred IRA, LLC
(Collectively "Plaintiffs"), by and through their attorney of record, the Law Office of Mike
Beede, hereby file their Motion for Summary Judgment on each of Plaintiffs' Claims for Relief
plead in Plaintiffs' complaint. This motion is made and based upon the attached memorandum

1 of Points and Authorities and all papers and pleadings on file herein, and any oral argument
2 allowed at the time of the hearing.

3 Dated this 10 of June, 2015.

5 Law Office of Mike Beede, PLLC

6 By: 
7 MICHAEL BEEDE, Esq.
8 Nevada Bar No. 13068
9 2300 W. Sahara Ave. #420
10 Las Vegas, NV 89102
11 T: 702-473-8406
12 F: 702-832-0248
13 mike@legallv.com

14 **NOTICE OF MOTION**

15 You and each of you, will please take notice that the Plaintiff Suzannah R. Noonan's
16 Motion for Summary Judgment and all other Pending motions will come on regularly for hearing
17 on the 14 day of JULY, 2015, at the hour of 9:00A.m, or as soon thereafter
18 as counsel may be heard in Department I in the above-referenced court.

19 Dated this ____ day of _____, 2015

20 Law Office of Mike Beede, PLLC

21 By: 
22 MICHAEL BEEDE, Esq.
23 Nevada Bar No. 13068
24 2300 W. Sahara Ave. #420
25 Las Vegas, NV 89102
26 T: 702-473-8406
27 F: 702-832-0248
28 mike@legallv.com

1 MEMORANDUM OF POINTS AND AUTHORITIES

2 **I. INTRODUCTION.**

3
4 Plaintiffs are the owners of the real property commonly known as 7883 Tahoe Ridge
5 Court, Las Vegas, Nevada. Plaintiff obtained title to the subject property by way of a foreclosure
6 deed issued pursuant to NRS 116 on July 23, 2014 at a sale conducted by Foreclosure Trustee,
7 Red Rock Financial Services. Plaintiff paid \$50,100.00 for the subject property. A copy of the
8 Foreclosure Deed, recorded on July 25, 2014, is attached hereto as Exhibit 1. The Plaintiffs' title
9 derives from a deed arising from a delinquency in assessments due from the former owner,
10 Matthew M. Bigam to Coronado Ranch Landscape Maintenance Corporation. The total amount
11 of unpaid debt together with costs due to the association was \$2,825.99. The Trustee's Deed
12 Upon Sale explicitly states that:
13

14 This conveyance is made pursuant to the powers conferred upon agent by
15 Nevada Revised Statutes, the Coronado Ranch Landscape Maintenance
16 Corporation governing documents (CC&R's) and that certain Lien for
17 Delinquent Assessments, described herein. Default occurred as set forth in a
18 Notice of Default and Election to Sell, recorded on 06/21/2011 as instrument
19 number 0002390 Book 20110621 which was recorded in the office of the
20 recorder of said county. Red Rock financial Services has complied with all
21 requirements of law including, but not limited to, the elapsing of 90 days,
22 mailing of copies of Lien for Delinquent Assessments and Notice of Default
23 and the posting and publication of the Notice of Sale. Said property was sold
24 by said agent, on behalf of Coronado Ranch Landscape Maintenance
25 Corporation at public auction on 07/21/2014, at the place indicated on the
26 Notice of Sale. Grantee being the highest bidder at such sale became the
27 purchaser of said property and paid therefore to said agent the amount bid
28 \$50,100.00 in lawful money of the United States, or by satisfaction, pro tanto,
of the obligations then secured by the lien for Delinquent Assessment.

24 *Exhibit 1.*

25
26 Mortgage Electronic Registration Systems, Inc. was named beneficiary of a deed of trust
27 granted by Defendant Matthew M. Bigam, which was recorded as an encumbrance to the subject
28 property on February 20, 2007 as instrument number 200702200004388. Mortgage Electronic

1 Registration Systems, Inc. assigned the beneficial interest created by this deed of trust to U.S.
2 Bank National Association as Trustee for the Certificateholders of Citigroup Mortgage Loan
3 Trust Inc. ("US Bank") by an Assignment of Deed of Trust recorded on October 12, 2011 as
4 instrument number 201110120000574. Although no assignment in favor of Bank of America,
5 NA was ever recorded, Bank of America, NA also purportedly assigned the beneficial interest
6 under this deed of trust to Nationstar Mortgage, LLC ("Nationstar") by an assignment recorded
7 on August 16, 2013 as instrument Number 201308160000512.
8

9
10 Mortgage Electronic Registration Systems, Inc. was named beneficiary of another Deed
11 of Trust recorded on February 20, 2007 as instrument number 200702200004389. Mortgage
12 Electronic Registration Systems, Inc assigned the beneficial interest created under this Deed of
13 Trust to Real Time Resolutions, Inc. ("Real Time") by an Assignment of Deed of Trust recorded
14 on October 15, 2014 as instrument number 201410150002470.
15

16 Regardless of the proper holders and relative positions of these Deeds of Trust, all of
17 them were extinguished as encumbrances to the subject property by way of the foreclosure sale,
18 pursuant to *SFR Investments Pool 1 v. U.S. Bank*, 334 P.3d 408 (2014), and NRS 116.3116.

19 Defendants US Bank, Real Time and Nationstar have made no allegations that they were
20 not properly served with notice of the sale, nor have any allegations been made that the sale was
21 not made in compliance with the statutory requirements found in NRS 116. No allegation has
22 been made that any attempt was made to pay the "super-priority" portion of the association's
23 lien. In fact, Defendants have made no factual allegations whatsoever regarding the instant facts,
24 but instead, have relied on vague and ambiguous generalities about NRS 116 foreclosures
25 generally. Moreover, even if Defendants claim that they were not properly noticed of the sale,
26 the recitals contained in the Trustee's Deed Upon Sale are conclusive evidence of proper service
27
28

1 and other relevant facts. NRS 116.31166 states expressly that recitals in the deed as to the (a)
2 Default, the mailing of the notice of delinquent assessment, and the recording of the notice of
3 default and election to sell; (b) The elapsing of the 90 days; and (c) The giving of notice of sale
4 are conclusive proof of the matters recited. Because the Trustee's deed upon sale states that "All
5 requirements of law regarding the mailing of copies of notices and the posting and publication of
6 the copies of the Notice of Sale have been complied with." See: Exhibit 1, these matters are
7 conclusively settled.
8

9 Defendants US Bank, Real Time and Nationstar have not and cannot raise any issue or
10 dispute as to any material fact which would prevent a ruling in favor of plaintiff as a matter of
11 law.
12

13 *SFR Investments Pool 1 v. U.S. Bank* has made expressly clear that a portion of a lien
14 created under NRS 116 which is equal to the amounts which have come due for regular
15 assessments in the 9 months prior to the initiation of the action to enforce the lien, are prior to a
16 first deed of trust and can extinguish the security interest on the subject property so long as that
17 super-priority portion remains unpaid. The super-priority portion of the lien was not paid by any
18 entity in the instant case.
19

20 In short, the instant case is exactly the kind which is ripe for adjudication by way of
21 Summary Judgment. There are no disputed material facts, nor is there any question as to matters
22 of controlling law. As such, Plaintiff respectfully urges the court to grant summary judgment in
23 its favor and quiet title of this property.
24

25 **II. STATEMENT OF UNDISPUTED FACTS**

- 26 1. Plaintiff purchased this property by way of foreclosure deed on July 21, 2014 and was
27 conducted by Foreclosure Trustee, Red Rock Financial Services
28

1 2. A Trustee's Deed Upon Sale was granted in favor of Plaintiff on July 23, 2014
2 (*Exhibit 1*)

3 3. This deed was recorded on July 25, 2014. (*Exhibit 1*)

4 4. This deed contained the following recital:

5
6 This conveyance is made pursuant to the powers conferred upon agent by
7 Nevada Revised Statutes, the Coronado Ranch Landscape Maintenance
8 Corporation governing documents (CC&R's) and that certain Lien for
9 Delinquent Assessments, described herein. Default occurred as set forth in a
10 Notice of Default and Election to Sell, recorded on 06/21/2011 as instrument
11 number 0002390 Book 20110621 which was recorded in the office of the
12 recorder of said county. Red Rock financial Services has complied with all
13 requirements of law including, but not limited to, the elapsing of 90 days,
14 mailing of copies of Lien for Delinquent Assessments and Notice of Default
15 and the posting and publication of the Notice of Sale. Said property was sold
16 by said agent, on behalf of Coronado Ranch Landscape Maintenance
17 Corporation at public auction on 07/21/2014, at the place indicated on the
18 Notice of Sale. Grantee being the highest bidder at such sale became the
19 purchaser of said property and paid therefore to said agent the amount bid
20 \$50,100.00 in lawful money of the United States, or by satisfaction, pro tanto,
21 of the obligations then secured by the lien for Delinquent Assessment.

22 *Exhibit 1.*

23 5. The amount paid by the Plaintiff at the foreclosure sale was \$50,100.00. *Exhibit 1*

24 6. The total amount due on the lien was \$2,825.99 *Exhibit 1*

25 7. Mortgage Electronic Registration Systems, Inc. was named beneficiary of a deed of
26 trust granted by Defendant Matthew M. Bigam, which was recorded as an
27 encumbrance to the subject property on February 20, 2007 as instrument number
28 2007022200004388 (the "4388 Deed of Trust").

8 Mortgage Electronic Registration Systems, Inc. assigned the beneficial interest
created by the 4388 Deed of Trust to U.S. Bank by an Assignment of Deed of Trust
recorded on October 12, 2011 as instrument number 201110120000574.

1 9. No assignment of the 4388 Deed of Trust in favor of Bank of America, NA was ever
2 recorded.

3 10. Nevertheless, Bank of America, NA purportedly assigned the beneficial interest under
4 the 4388 Deed of Trust to Nationstar by an assignment recorded on August 16, 2013
5 as instrument Number 201308160000512.
6

7 11. Mortgage Electronic Registration Systems, Inc. was named beneficiary of another
8 Deed of Trust recorded on February 20, 2007 as instrument number
9 200702200004389.
10

11 12. Mortgage Electronic Registration Systems, Inc assigned the beneficial interest created
12 under this Deed of Trust to Real Time by an Assignment of Deed of Trust recorded
13 on October 15, 2014 as instrument number 201410150002470.
14

15 **III. SUMMARY JUDGEMENT STANDARD**

16 Summary judgment “is appropriate where there is no legally sufficient evidentiary basis
17 for a reasonable jury to find for the nonmoving party.” *Alberter v. McDonald’s Corp.*, 70 F.
18 Supp. 2d 1138, 1141 (D. Nev. 1999); *Maes v. Henderson*, 33 F. Supp. 2d 1281, 1285–86 (D.
19 Nev. 1999). NRCP 56(c) and new FRCP 56(a) establish two basic substantive requirements for
20 the entry of summary judgment: (1) There must be no genuine issue as to any material fact; and
21 (2) The moving party must be entitled to judgment as a matter of law. *Beard v. Banks*, 548 U.S.
22 521, 529 (2006); *MetroPCS, Inc. v. City & County of San Francisco*, 400 F.3d 715, 729 (9th Cir.
23 2005); *Associated Aviation Underwriters, Inc. v. Vegas Jet, LLC*, 106 F. Supp. 2d 1051, 1053 (D.
24 Nev. 2000); *Cromer v. Wilson*, 126 Nev. Adv. Op. 11, 225 P.3d 788, 790 (2010); *Delgado v.*
25 *Am. Family Ins. Group*, 125 Nev. 564, 571, 217 P.3d 563, 568 (2009); *Allstate Ins. Co. v.*
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1 Fackett, 125 Nev. 132, 137, 206 P.3d 572, 575 (2009); *ASAP Storage, Inc. v. City of Sparks*, 123
2 Nev. 639, 644, 173 P.3d 734, 738 (2007).

3 When reviewing a motion for summary judgment, the evidence and all reasonable
4 inferences drawn from the evidence, must be viewed in a light most favorable to the non-moving
5 party. See *Allstate Ins. Co. v. Fackett*, 125 Nev. 132, 137, 206 P.3d 572, 575 (2009); *Waldman v.*
6 *Maini*, 124 Nev. 1121, 1136, 195 P.3d 850, 860 (2008); *Sustainable Growth Initiative Comm. v.*
7 *Jumpers, LLC*, 122 Nev. 53, 61, 128 P.3d 452, 458 (2006); *Wood v. Safeway, Inc.*, 121 Nev. 724,
8 729, 121 P.3d 1026, 1029 (2005); *Kahn v. Morse & Mowbray*, 121 Nev. 464, 473–74, 117 P.3d
9 227, 234 (2005); *Weiner v. Beatty*, 121 Nev. 243, 246, 116 P.3d 829, 830 (2005) However, the
10 mere existence of some issue of fact does not necessarily preclude summary judgment. *Scott v.*
11 *Harris*, 550 U.S. 372, 380 (2007); *Rebel Oil Co. v. Atl. Richfield Co.*, 51 F.3d 1421, 1435 (9th
12 Cir. 1995), cert. denied, 516 U.S. 987 (1995); *Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121
13 P.3d 1026, 1030 (2005); *Oh v. Wilson*, 112 Nev. 38, 39, 910 P.2d 276, 277 (1996). The 1986
14 United States Supreme Court summary judgment trilogy emphasized that to prevent summary
15 judgment a factual issue must be “genuine.” See *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242,
16 247–48 (1986); *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586–87 (1986),
17 cert. denied, 481 U.S. 1029 (1987); *Sustainable Growth Initiative Committee v. Jumpers, LLC*,
18 122 Nev. 53, 61, 128 P.3d 452, 458 (2006); *Wood v. Safeway, Inc.*, 121 Nev. 724, 730, 121 P.3d
19 1026, 1030 (2005).

20 However, the court is required to view the facts in the light most favorable to the non-
21 moving party only if there is a “genuine” dispute with respect to those facts. See *Ricci v.*
22 *DeStefano*, 129 S. Ct. 2658, 2677 (2009); *Scott v. Harris*, 550 U.S. 372 (2007); *Farrakhan v.*
23 *Gregoire*, 590 F.3d 989, 1014 (9th Cir. 2010). A trial court is not obligated to draw all possible
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1 inferences in the nonmoving party's favor—only all reasonable inferences. *Villiarimo v. Aloha*
2 *Island Air, Inc.*, 281 F.3d 1054 (9th Cir. 2002). When the opposing party offers no direct
3 evidence of a genuine issue of material fact, inferences may be drawn only if they are reasonable
4 in light of the other undisputed background or contextual facts and if they are permissible under
5 the governing substantive law. *Nev. Power Co. v. Monsanto Co.*, 891 F. Supp. 1406 (D. Nev.
6 1995)

8 *Liberty Lobby* held that an issue of material fact is “genuine” only if the evidence is such
9 that a reasonable jury, applying the applicable quantum of proof, could return a verdict for the
10 non-moving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986); see also *Guidroz-*
11 *Brault v. Mo. Pac. R.R. Co.*, 254 F.3d 825, 829 (9th Cir. 2001); *Doe A v. Green*, 298 F. Supp. 2d
12 1025, 1031 (D. Nev. 2004); *Delgado v. Am. Family Ins. Group*, 125 Nev. 564, 571, 217 P.3d
13 563, 568 (2009); *Witherow v. State Bd. of Parole Comm'rs*, 123 Nev. 305, 308, 167 P.3d 408,
14 409 (2007); *Sustainable Growth Initiative Comm. v. Jumpers, LLC*, 122 Nev. 53, 61, 128 P.3d
15 452, 458 (2006); *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005).

18 An issue is not “genuine” if the evidence presented in the opposing affidavits is of
19 insufficient caliber or quantity to allow a rational fact finder, applying the applicable quantum of
20 proof, to find for the non-moving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 249–50
21 (1986); *Rebel Oil Co. v. Atl. Richfield Co.*, 51 F.3d 1421, 1435–36 (9th Cir. 1995). Also, where
22 the only evidence presented of fact issues is self-serving and uncorroborated, the court is not
23 bound to find the issues to be “genuine.” See *DuBois v. Ass'n of Apartment Owners of 2987*
24 *Kalakaua*, 453 F.3d 1175, 1180 (9th Cir. 2006); *Villiarimo v. Aloha Island Air, Inc.*, 281 F.3d
25 1054, 1061 (9th Cir. 2002); *Nepomuceno v. Holder*, 2010 U.S. Dist. LEXIS 77931 at **6–7 (D.
26
27
28

1 Nev. July 30, 2010); *Garden City Boxing Club, Inc. v. Gonzalez*, 2009 U.S. Dist. LEXIS 29854
2 at **3–4 (D. Nev. Mar. 24, 2009); see also § 17.48[2].

3
4 “The party moving for summary judgment bears the initial burden of production to show
5 the absence of a genuine issue of material fact. *Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123
6 Nev. 598, 602, 172 P.3d 131, 134 (2007). However, upon such a showing, the burden of
7 production then shifts to the non-moving party to show that a genuine issue of material fact
8 actually does exist. *Cuzze*, 123 Nev. at 602, 172 P.3d at 134. If the moving party—in spite of the
9 existence of fact issues/disputes in the case—shows that there is an absence of evidence to
10 support the nonmovant’s case, the non-moving party then bears the burden of producing
11 evidence to sustain a jury verdict on all those issues for which it bears the burden at trial. *Rebel*
12 *Oil Co. v. Atl. Richfield Co.*, 51 F.3d 1421, 1435 (9th Cir. 1995), cert. denied, 516 U.S. 987
13 (1995). A mere pleading cannot create a genuine issue/dispute of fact. The non-moving party
14 must come forward with affirmative evidence in the form of affidavits and depositions, etc., that
15 set forth “specific” facts showing that there is a genuine issue/dispute of material fact for trial.
16 FRCP 56(e); NRCP 56(e); see also *Celotex Corp. v. Catrett*, 477 U.S. 317, 324 (1986), cert.
17 denied, 484 U.S. 1066 (1988); *Farrakhan v. Gregoire*, 590 F.3d 989, 1001–02 (9th Cir. 2010);
18 *FTC v. v. Stefanchik*, 559 F.3d 924, 929 (9th Cir. 2009); *Bellanger v. Health Plan of Nev., Inc.*,
19 814 F. Supp. 918, 921 (D. Nev. 1993); *United Nat’l Ins. Co. v. Frontier Ins. Co.*, 120 Nev. 678,
20 683, 99 P.3d 1153, 1156 (2004); *Chambers by Cochran v. Sanderson*, 107 Nev. 846, 850, 822
21 P.2d 657, 659 (1991); *Ferreira v. P.C.H., Inc.*, 105 Nev. 305, 306, 774 P.2d 1041, 1042 (1989).

25 **IV. LEGAL ARGUMENT**

26 **1. NRS 116.3116 granted to the HOA a super priority lien that takes priority over the** 27 **Plaintiffs’ deed of trust.**

28 NRS 116.3116 provides in part:

1 Liens against units for assessments.

2 1. **The association has a lien on a unit for any construction penalty that is**
3 **imposed against the unit's owner pursuant to NRS 116.310305, any assessment**
4 **levied against that unit or any fines imposed against the unit's owner from**
5 **the time the construction penalty, assessment or fine becomes due.** Unless the
6 declaration otherwise provides, any penalties, fees, charges, late charges, fines
7 and interest charged pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of
8 NRS 116.3102 are enforceable as assessments under this section. If an assessment
9 is payable in installments, the full amount of the assessment is a lien from the
10 time the first installment thereof becomes due.

11 2. A lien under this section is prior to all other liens and encumbrances on a unit
12 except:

13 (a) Liens and encumbrances recorded before the recordation of the declaration
14 and, in a cooperative, liens and encumbrances which the association creates,
15 assumes or takes subject to;

16 (b) A first security interest on the unit recorded before the date on which the
17 assessment sought to be enforced became delinquent or, in a cooperative, the first
18 security interest encumbering only the unit's owner's interest and perfected before
19 the date on which the assessment sought to be enforced became delinquent; and

20 (c) Liens for real estate taxes and other governmental assessments or charges
21 against the unit or cooperative.

22 **The lien is also prior to all security interests described in paragraph**
23 **(b) to the extent of any charges incurred by the association on a unit**
24 **pursuant to NRS 116.310312 and to the extent of the assessments for**
25 **common expenses based on the periodic budget adopted by the association**
26 **pursuant to NRS 116.3115 which would have become due in the absence of**
27 **acceleration during the 9 months immediately preceding institution of an**
28 **action to enforce the lien, unless federal regulations adopted by the Federal**
Home Loan Mortgage Corporation or the Federal National Mortgage
Association require a shorter period of priority for the lien. If federal
regulations adopted by the Federal Home Loan Mortgage Corporation or the
Federal National Mortgage Association require a shorter period of priority
for the lien, the period during which the lien is prior to all security interests
described in paragraph (b) must be determined in accordance with those
federal regulations, except that notwithstanding the provisions of the federal
regulations, the period of priority for the lien must not be less than the 6
months immediately preceding institution of an action to enforce the lien.
This subsection does not affect the priority of mechanics' or materialmen's
liens, or the priority of liens for other assessments made by the association.
(emphasis added)

By its clear terms, NRS 116.3116 (2) provides that the super-priority lien for assessments
which have come due in the 9 months prior to the initiation of an action to enforce the lien are
"prior to all security interests described in paragraph (b)." The deeds of trust held by Defendants

1 US Bank, Real Time and Nationstar fall squarely within the language of paragraph (b). The
2 statutory language does not limit the nature of this “priority” in any way. In its recent decision of
3 *SFR Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408, 411-412, 2014 Nev. LEXIS 88, 8-9,
4 130 Nev. Adv. Rep. 75 (Nev. 2014), the Supreme Court held that the foreclosure of the HOA
5 lien extinguishes first trust deeds. The court stated:

7 NRS 116.3116 gives a homeowners’ association (HOA) a superpriority lien on an
8 individual homeowner’s property for up to nine months of unpaid HOA dues.
9 With limited exceptions, this lien is “prior to all other liens and encumbrances” on
10 the homeowner’s property, even a first deed of trust recorded before the dues
11 became delinquent. NRS 2116.3116(2). We must decide whether this is a true
12 priority lien such that its foreclosure extinguishes a first deed of trust on the
13 property and, if so, whether it can be foreclosed non-judicially. We answer both
14 questions in the affirmative and therefore reverse.

15 The court went on to hold:

16 NRS 116.3116(2) gives an HOA true superpriority lien, proper foreclosure of
17 which will extinguish a first deed of trust. Because Chapter 116 permits non-
18 judicial foreclosure of HOA liens, and because SFR’s complaint alleges that
19 proper notices were sent and received, we reverse the district court’s order of
20 dismissal. In view of this holding, we vacate the order denying preliminary
21 injunctive relief and remand for further proceedings consistent with this opinion.

22 This detailed opinion holds that the 9 month HOA “super priority” lien has precedence
23 over the mortgage lien, and that foreclosure of the HOA lien extinguishes a first trust deed.

24 **2. The recitals in the trustee’s deed upon sale are “conclusive proof” that the**
25 **HOA complied with the notice requirements of NRS Chapter 116.**

26 The recitals in this foreclosure deed establish both the default by Matthew M. Bigam and
27 the HOA’s compliance with each of the notice requirements of NRS 116.31162 through
28 116.31168 for the public auction held on July 21, 2014. In particular, the first page of the
foreclosure deed includes the following recitals:

This conveyance is made pursuant to the powers conferred upon agent by
Nevada Revised Statutes, the Coronado Ranch Landscape Maintenance
Corporation governing documents (CC&R’s) and that certain Lien for

1 Delinquent Assessments, described herein. Default occurred as set forth in a
2 Notice of Default and Election to Sell, recorded on 06/21/2011 as instrument
3 number 0002390 Book 20110621 which was recorded in the office of the
4 recorder of said county. Red Rock financial Services has complied with all
5 requirements of law including, but not limited to, the elapsing of 90 days,
6 mailing of copies of Lien for Delinquent Assessments and Notice of Default
7 and the posting and publication of the Notice of Sale. Said property was sold
8 by said agent, on behalf of Coronado Ranch Landscape Maintenance
9 Corporation at public auction on 07/21/2014, at the place indicated on the
10 Notice of Sale. Grantee being the highest bidder at such sale became the
11 purchaser of said property and paid therefore to said agent the amount bid
12 \$50,100.00 in lawful money of the United States, or by satisfaction, pro tanto,
13 of the obligations then secured by the lien for Delinquent Assessment.

14 *Exhibit 1.*

15 Because NRS 116.31168(1) expressly incorporates the notice requirements of NRS 107.090
16 requiring that copies of the notice of default and election to sell (NRS 107.090(3)) and the notice
17 of sale (NRS 107.090(4)) be mailed to each "person with an interest or claimed interest" that is
18 "subordinate" to the HOA's super priority lien, the HOA was required to mail copies of both the
19 notice of default and election to sell and the notice of sale to US Bank and Nationstar Mortgage
20 LLC. US Bank, Real Time and Nationstar have produced no evidence that copies of these
21 notices were not mailed by the HOA to US Bank and Nationstar Mortgage LLC.

22 The recitals in the foreclosure deed set forth above are sufficient and conclusive proof
23 that copies of the required notices were mailed by the HOA to US Bank and Nationstar Mortgage
24 LLC. This is because NRS 116.31166 expressly provides:

25 **Foreclosure of liens: Effect of recitals in deed; purchaser not responsible for**
26 **proper application of purchase money; title vested in purchaser without**
27 **equity or right of redemption.**

28 1. **The recitals in a deed** made pursuant to NRS 116.31164 of:

- (a) Default, the mailing of the notice of delinquent assessment, and the recording of the notice of default and election to sell;
 - (b) The elapsing of the 90 days; and
 - (c) The giving of notice of sale,
- are **conclusive proof of the matters recited.**

1 2. **Such a deed containing those recitals is conclusive against** the unit's former
2 owner, his or her heirs and assigns, **and all other persons.** The receipt for the
3 purchase money contained in such a deed is sufficient to discharge the purchaser
4 from obligation to see to the proper application of the purchase money.

5 3. The sale of a unit pursuant to NRS 116.31162, 116.31163 and 116.31164 vests
6 in the purchaser the title of the unit's owner without equity or right of redemption.
7 (emphasis added)

8 In the case of *Pro-Max Corp. v. Feenstra*, 117 Nev. 90, 16 P.3d 1074 (2001), the district
9 court refused to apply the conclusive presumption contained in NRS 106.240 because "[t]he
10 district court determined that the legislature intended for the statute to protect bona fide
11 purchasers." The Nevada Supreme Court reversed the district court's judgment that the statute
12 only protects bona fide purchasers and stated:

13 We conclude that the statute is clear and unambiguous. That being the case, no
14 further interpretation is required or permissible. Under the plain language of the
15 statute, the deeds of trust are conclusively presumed to have been satisfied and the
16 notes discharged. This conclusive presumption is plain, clear and unambiguous.
17 **No limitation of the statute's terms to bona fide purchasers can be read into**
18 **the statute.** (emphasis added)
19 117 Nev. at 95, 16 P.3d at 1078-79.

20 NRS 47.240(6) also provides that conclusive presumptions include "[a]ny other
21 presumption which, by statute, is expressly made conclusive." Because NRS 116.31166 contains
22 such an expressly conclusive presumption, the recitals in the foreclosure deed are "conclusive
23 proof" that the HOA complied with all notice and mailing requirements for the sale held on April
24 16, 2014.

25 The conclusive presumption contained in NRS 116.31166 is consistent with the common
26 law presumption that "[a] nonjudicial foreclosure sale is presumed to have been conducted
27 regularly and fairly; one attacking the sale must overcome this common law presumption 'by
28 pleading and proving an improper procedure and the resulting prejudice.'" *Fontenot v. Wells*
Fargo Bank, 198 Cal. App. 4th 256, 272, 129 Cal. Rptr. 3d 467 (2011). Furthermore, "[t]he

1 conclusive presumption precludes an attack by the trustor on a trustee's sale to a bona fide
2 purchaser even though there may have been a failure to comply with some required procedure
3 which deprived the trustor of his right of reinstatement or redemption." *Moeller v. Lien*, 25 Cal.
4 App. 4th 822, 831, 30 Cal. Rptr. 777 (1994). The detailed and comprehensive statutory
5 requirements for a foreclosure sale is indicative of a public policy which favors a final and
6 conclusive foreclosure sale as to the purchaser. See Miller & Starr, California Real Property 3d
7 §10:210.

8
9 In *SFR Investments Pool 1, LLC v. U.S. Bank*, 130 Nev. Ad. Op. 75 *7, 334 P.3d 408,
10 411-12 (2014), the Nevada Supreme Court recognized this "conclusive" effect of an HOA
11 foreclosure deed when it stated:
12

13
14 NRS 116.31164 addresses the procedure for sale upon foreclosure of an HOA lien
15 and specifies the distribution order for the proceeds of sale. **A trustee's deed**
16 **reciting compliance with the notice provisions of NRS 116.31162 through**
17 **NRS 116.31168 "is conclusive" as to the recitals** "against the unit's former
18 owner, his or her heirs and assigns, and all other persons." NRS 116.31166(2).
And, "[t]he sale of a unit pursuant to NRS 116.31162, 116.31163 and 116.31164
vests in the purchaser the title of the unit's owner without equity or right of
redemption. NRS 116.31166(3). (emphasis added)

19 As a result, no issues of fact exist regarding the unit owner's default, the giving of all
20 required notices, and the extinguishment of US Bank and Nationstar Mortgage LLC's
21 subordinate deed of trust.
22

23 3. Commercial Reasonability

24 Defendant may assert claims that the subject foreclosure sale was somehow
25 commercially unreasonable and should thus be invalidated. In the instant case the Plaintiff paid
26 **\$50,100.00** for the subject property, more than fifteen times the outstanding lien amount. By any
27
28

1 standard applied this sale is commercially reasonable. The undisputed facts of the sale are as
2 follows:

- 3 1. Plaintiff purchased this property by way of foreclosure deed on July 21, 2014 and was
- 4 conducted by Foreclosure Trustee, Red Rock Financial Services
- 5 2. A Trustee's Deed Upon Sale was granted in favor of Plaintiff on July 23, 2014
- 6 3. This deed was recorded on July 25, 2014.
- 7 4. This deed contained the following recital:

8 This conveyance is made pursuant to the powers conferred upon agent by
9 Nevada Revised Statutes, the Coronado Ranch Landscape Maintenance
10 Corporation governing documents (CC&R's) and that certain Lien for
11 Delinquent Assessments, described herein. Default occurred as set forth in a
12 Notice of Default and Election to Sell, recorded on 06/21/2011 as instrument
13 number 0002390 Book 20110621 which was recorded in the office of the
14 recorder of said county. Red Rock financial Services has complied with all
15 requirements of law including, but not limited to, the elapsing of 90 days,
16 mailing of copies of Lien for Delinquent Assessments and Notice of Default
17 and the posting and publication of the Notice of Sale. Said property was sold
18 by said agent, on behalf of Coronado Ranch Landscape Maintenance
19 Corporation at public auction on 07/21/2014, at the place indicated on the
20 Notice of Sale. Grantee being the highest bidder at such sale became the
21 purchaser of said property and paid therefore to said agent the amount bid
22 \$50,100.00 in lawful money of the United States, or by satisfaction, pro tanto,
23 of the obligations then secured by the lien for Delinquent Assessment.

24 *Exhibit 1.*

- 25 5. The amount paid by the Plaintiff at the foreclosure sale was \$50,100.00.
- 26 6. The total amount due on the lien was \$2,825.99.

27 There is no express requirement either in *SFR* or NRS 116 which requires that sales
28 conducted pursuant to NRS 116 meet some standard of commercial reasonability. To the
contrary, in its *SFR* opinion, the Nevada Supreme Court made no statement that "U.S. Bank's
suggestion that we could affirm by deeming SFR's purchase 'void as commercially
unreasonable'" had any substantive merit. The Court simply noted in footnote 6 to its opinion
that "[o]n a motion to dismiss, a court must take all factual allegations in the complaint as true
and not delve into matters asserted defensively that are not apparent from the face of the

1 complaint.” *SFR Investments Pool 1, LLC v. U.S. Bank*, 130 Nev. Ad. Op. 75, 334 P.3d 408
2 (2014).

3
4 Moreover, there does not appear to be any clear standard in Nevada which defines what
5 would cause a foreclosure sale to be commercially reasonable or unreasonable. However, since
6 the *SFR Investments* decision, Courts in Nevada have upheld these sales as commercially
7 reasonable in Motions for Summary Judgment. “The commercial reasonableness here must be
8 assessed as of the time the sale occurred. ...Before the Nevada Supreme Court issued *SFR*
9 *Investments*, purchasing property at an HOA foreclosure sale was a risky investment, akin to
10 purchasing a lawsuit...This risk is illustrated by the fact that title insurance companies refused to
11 issue title insurance policies on titles received from foreclosures of HOA super priority liens
12 absent a court order quieting title...Given these risks, a large discrepancy between the purchase
13 price a buyer would be willing to pay and the assessed value of the property is to be expected.”
14 *Bourne Valley Court Trust v. Wells Fargo Bank, N.A.*, 2:13-CV-00649-PMP, 2015 WL 301063,
15 at *5 (D. Nev. Jan. 23, 2015)

16
17
18 However, it is clear that price alone cannot be the determinative factor in evaluating
19 commercial reasonableness. *The Golden v. Tomiyasu*, 79 Nev. 503, 514, 387 P.2d 989, 995
20 (1963) court relied on California Precedent in which “it is a settled rule that **inadequacy of**
21 **price, however gross, is not in itself a sufficient ground for setting aside a trustee's sale**
22 **legally made**; there must be in addition proof of some element of fraud, unfairness, or
23 oppression as accounts for and brings about the inadequacy of price.” *Golden v. Tomiyasu*, 79
24 Nev. 503, 514, 387 P.2d 989, 995 (1963) (emphasis added) Defendant has alleged no facts and
25 presented no offers of proof which would suggest that plaintiff is culpable for any fraud,
26
27
28

1 unfairness or oppression. There is certainly no evidence to suggest that Plaintiff in some way
2 influenced the price at the Foreclosure sale beyond its actions as a bidder

3
4 Given that there is no requirement for commercial reasonableness found in NRS 116 or
5 *SFR*, and that even if there was, Plaintiffs' conduct including giving \$50,100 as payment at the
6 sale shows the sale should be viewed as commercially reasonable, this court should find for the
7 Plaintiff on this issue. Even if all facts are viewed in the light most favorable to the Defendant,
8 no reasonable trier of fact could find that the Sale was somehow invalid under a theory of
9 commercial unreasonability.
10

11 **4. Defendant Nationstar's purported interest cannot impair Plaintiff's ownership as it**
12 **was not properly recorded, alternatively US Bank's interest fails as it was assigned**
13 **to Nationstar.**

14 Nationstar's interest arises from assignment of the 4388 Deed of Trust by Bank of
15 America, this interest fails because no assignment in favor of Bank of America was ever
16 recorded with the Clark County Recorder's office. Without a validly recorded assignment Bank
of America had no interest to assign to Nationstar.

17 NRS 106.210 requires the recording of any assignment of deed of trust, stating in Section
18 1:

19 **Any assignment of a mortgage of real property**, or of a mortgage of
20 personal property or crops recorded prior to March 27, 1935, and any
21 assignment of the beneficial interest under a deed of trust **must be recorded**
22 **in the office of the recorder of the county in which the property is located**,
23 and from the time any of the same are so filed for record shall operate as
24 constructive notice of the contents thereof to all persons. A mortgage of real
25 property, or a mortgage of personal property or crops recorded prior to March
26 27, 1935, which has been assigned may not be enforced unless and until the
assignment is recorded pursuant to this subsection. If the beneficial interest
under a deed of trust has been assigned, the trustee under the deed of trust may
not exercise the power of sale pursuant to NRS 107.080 unless and until the
assignment is recorded pursuant to this subsection.

27 NRS 111.325 reads in relevant part:
28

If on the other hand the Court finds that Nationstar has a valid interest then US Bank's interest must fail as it arose from the same Deed of Trust. Regardless, no material issues of fact arise as related to the 4388 Deed of Trust, because the interest created thereby was totally extinguished pursuant to *SFR Holdings*. Here Plaintiff is a bona fide purchaser for value who has recorded his interest. *See Exhibit 1.*

Plaintiff requests that the Court grant Plaintiffs' Motion for Summary Judgment as to all relief sought in Plaintiffs' complaint. Defendant has raised no issue, and no issue exists which would preclude summary judgment, and Plaintiff is entitled to judgment as a matter of law.

The Law Office of Mike Beede, PLLC

APP0129

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of The Law Office of Mike Beede, PLLC and that on the 10th day of ~~April~~ ^{June}, 2015, I did cause a true and correct copy of the foregoing **PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT** to be served upon each of the parties listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System:

Akerman LLP

Name

Email

Select

Akerman Las Vegas Office

akermanlas@akerman.com



Ariel E. Stern, Esq.

ariel.stern@akerman.com



By: 

~~Amanda Jennifer Case~~, an Employee of
~~April~~ The Law Offices of Mike Beede, PLLC

EXHIBIT 1

③-1

Mail and Return Tax statement to:
Anthony S. Noonan IRA, LLC
Lou Noonan & James M. Allred IRA, LLC
2852 Loveland Drive, #1807
Las Vegas, NV 89109

APN # 176-11-311-013

Inst #: 20140725-0000291
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1461.16 Ex: #
07/26/2014 09:00:22 AM
Receipt #: 2099631
Requestor:
ANTHONY S NOONAN IRA LLC
Recorded By: RYUD Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

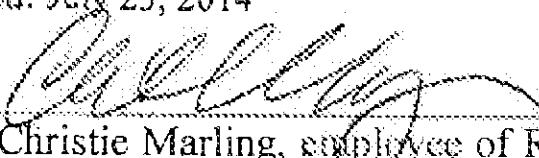
The undersigned declares:

Red Rock Financial Services, herein called agent for (Coronado Ranch Landscape Maintenance Corporation), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 04/26/2011 as instrument number 0002234 Book 20110426, in Clark County. The previous owner as reflected on said lien is MATTHEW M. BIGAM, LEAH ANN BIGAM. Red Rock Financial Services as agent for Coronado Ranch Landscape Maintenance Corporation does hereby grant and convey, but without warranty expressed or implied to: **Anthony S. Noonan IRA, LLC & Lou Noonan & James M. Allred IRA, LLC as tenants in common in equal shares** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1 which is commonly known as 7883 Tahoe Ridge Ct Las Vegas, NV 89139.

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Coronado Ranch Landscape Maintenance Corporation governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 06/21/2011 as instrument number 0002390 Book 20110621 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Coronado Ranch Landscape Maintenance Corporation at public auction on 07/21/2014, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$50,100.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

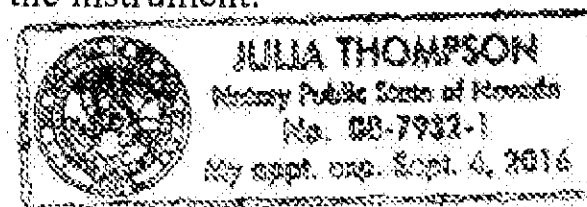
Dated: July 23, 2014



By: Christie Marling, employee of Red Rock Financial Services, agent for Coronado Ranch
Landscape Maintenance Corporation

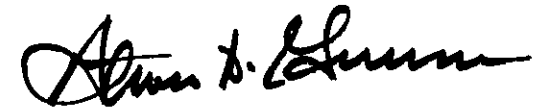
STATE OF NEVADA)
COUNTY OF CLARK)

On July 23, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




When Recorded Mail To: Anthony S. Noonan IRA, LLC
Lou Noonan & James M. Allred IRA, LLC
2852 Loveland Drive, #1807
Las Vegas, NV 89109



CLERK OF THE COURT

NOE
The Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
T: 702-473-8406
F: 702-832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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. I

AMENDED CERTIFICATE OF SERVICE

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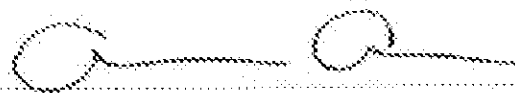
AMENDED CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years old and am not a party to this action. My business address is Law Office of Mike Beede, PLLC, 2300 W. Sahara Ave., Suite 420, Las Vegas, NV 89102.

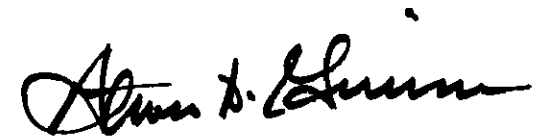
I HEREBY CERTIFY that on this 10th day of June, 2015, pursuant to the Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, via the Eighth Judicial District Court electronic filing system and in place of service by mail the **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**, on the following parties and those listed on the Court's Master List in said action:

		Select All	Select None
Akerman LLP			
Name	Email	Select	
Akerman Las Vegas Office	akermanlas@akerman.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ariel E. Stern, Esq.	ariel.stern@akerman.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
William S. Habdas, Esq.	William.Habdas@akerman.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mike Beede Esq.			
Name	Email	Select	
EService	EserviceLegalLV@gmail.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Williams & Associates			
Name	Email	Select	
Donald H. Williams, Esq.	dwilliams@dhwlawlv.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Robin Gullo	rgullo@dhwlawlv.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of service was executed by me on the 10th day of June, 2015, in Las Vegas, Nevada.



An Employee of the Law Office of Mike Beede



CLERK OF THE COURT

AOM
Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
(O) 702-473-8406
(F) 702-832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

**MATTHEW M. BIGAM; 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. I

**AFFIDAVIT OF MAILING OF
SUMMONS AND COMPLAINT**

I HEREBY CERTIFY that service of the Summons, and was made this 25th day of June, 2015, by depositing a copy of the same in the U.S. Mail, postage prepaid, and addressed to:

Matthew M. Bigam
7783 Tahoe Ridge Court.
Las Vegas, NV 89139

Matthew M. Bigam
1050 E. Cactus Ave. #1064
Las Vegas, Nv 89183

DATED this 25th day of June, 2015.

/s/Jennifer Case

An employee of Mike Beede, Esq.

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CLERK OF THE COURT

1 **ORD**

2 MICHAEL N. BEEDE, ESQ.

3 Nevada State Bar No. 13068

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

5 2300 W Sahara Ave., Suite 420

6 Las Vegas, NV 89102

7 Telephone (702) 473-8406

8 Facsimile (702) 832-0248

9 Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

13 vs.

14 MATTHEW M. BIGAM; and CORONADO
15 RANCH LANDSCAPE MAINTENANCE
16 CORPORATION; and REPUBLIC
17 MORTGAGE; and REPUBLIC
18 MORTGAGE LLC; and U.S. BANK
19 NATIONAL ASSOCIATION EE; and U.S.
20 BANK NATIONAL ASSOCIATION as
21 Trustee for the Certificateholders of Citigroup
22 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. I

24
25 **STIPULATION AND ORDER FOR DISMISSAL OF PARTY FOR AND DISCLAIMER OF**

26 **INTEREST IN SUBJECT REAL PROPERTY**

27 IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs, ANTHONY S.
28 NOONAN IRA LLC; and LOU NOONAN; and JAMES M. ALLRED IRA LLC, by and through their

1 respective undersigned counsel and Defendant, REAL TIME RESOLUTIONS, INC., by and through its
2 respective undersigned representative that the Defendant does not have any claim, right, or interest in the
3 subject property located at 7883 Tahoe Ridge Ct., Las Vegas, NV 89139, (Assessor Parcel Number 176-
4 11-311-013) and that REAL TIME RESOLUTIONS, INC. should be dismissed from this action, and that
5 they and their successors shall be barred and enjoined hereafter from asserting any right, claim, or
6 interests in the subject property.

7 Each party shall bear their own attorney's fees.

8 DATED this 23 day of June, 2015.

10 REAL TIME RESOLUTIONS, INC.

11 BY: 

12 ITS: President



BY: 

13 1349 Empire Central Dr. Suite 150
14 Dallas, TX 75247

MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
Attorney for Plaintiff

17 **ORDER**

18 Pursuant to the foregoing Stipulation, and good cause showing therefore:

19 **IT IS ORDERED** that in the above-captioned and numbered matter, REAL TIME
20 RESOLUTIONS, INC., shall be dismissed from this action, disclaiming any and all interest in the
21 property, and shall be hereafter barred and enjoined from asserting any right, claim, or interests in
22 the subject property. All parties to bear their own attorneys' fees and costs.

23 DATED this 25th day of June, 2015.

25 
26 DISTRICT JUDGE

26 Submitted by:

27 The Law Office of Mike Beede, PLLC
28

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ORDER

Pursuant to the foregoing Stipulation, and good cause showing therefore:

IT IS ORDERED that in the above-captioned and numbered matter, REAL TIME RESOLUTIONS, INC., shall be dismissed from this action, disclaiming any and all interest in the property, and shall be hereafter barred and enjoined from asserting any right, claim, or interests in the subject property. All parties to bear their own attorneys' fees and costs.

DATED this _____ day of _____, 2015.

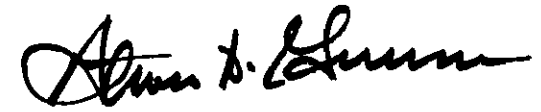
DISTRICT JUDGE

Submitted by:

The Law Office of Mike Beede, PLLC

BY: 

Michael Beede, Esq.
The Law Office of Mike Beede, PLLC
Nevada Bar #13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102



CLERK OF THE COURT

NOE
The Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W. Sahara Ave. #420
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eservice@legallv.com
T: 702-473-8406
F: 702-832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

MATTHEW M. BIGAM; 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. I

NOTICE OF ENTRY OF ORDER

TO: Defendant, REAL TIME RESOLUTIONS, INC.

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the

STIPULATION AND ORDER FOR DISMISSAL OF PARTY FOR AND DISCLAIMER

1 OF INTEREST IN SUBJET REAL PROPERTY was entered in the above entitled matter
2 on the 30th day of June, 2015, a copy of which is attached hereto.

3 DATED this 1st day of July, 2015.

4 LAW OFFICE OF MIKE BEEDE

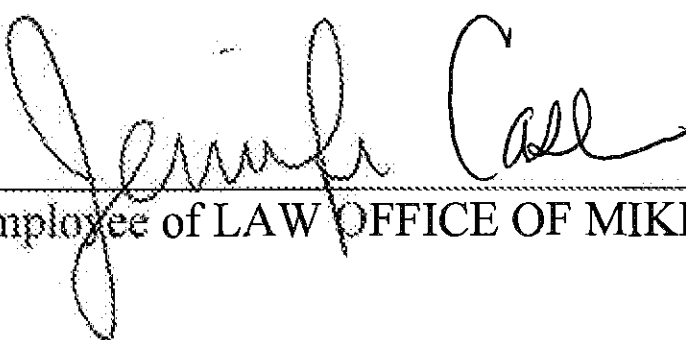
5 /s/ Michael Beede

6 By: _____
7 Michael Beede, Esq.
8 Law Office of Michael Beede, Esq.
9 2300 W. Sahara Ave., #420
10 Las Vegas, NV 89102

11 **CERTIFICATE OF SERVICE**

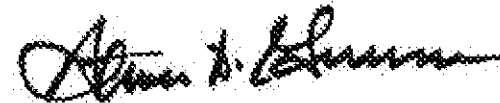
12 Pursuant to NRCP 5(b), I certify that I am an employee of the LAW OFFICE OF
13 MIKE BEEDE, ESQ. and that on this 1st day of July, 2015, I served a copy of the
14 foregoing **NOTICE OF ENTRY OF ORDER** as follows:

15
16 REAL TIME RESOLUTIONS, INC.
17 1349 Empire Central Dr. Suite 150
18 Dallas, TX 75247

19 
20 _____
21 An employee of LAW OFFICE OF MIKE BEEDE, ESQ.
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CLERK OF THE COURT

1 **ORD**

2 MICHAEL N. BEEDE, ESQ.

3 Nevada State Bar No. 13068

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

5 2300 W Sahara Ave., Suite 420

6 Las Vegas, NV 89102

7 Telephone (702) 473-8406

8 Facsimile (702) 832-0248

9 Attorney for Plaintiffs

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

13 vs.

CASE NO. A-14-710465-C

DEPT NO. I

14 MATTHEW M. BIGAM; and CORONADO
15 RANCH LANDSCAPE MAINTENANCE
16 CORPORATION; and REPUBLIC
17 MORTGAGE; and REPUBLIC
18 MORTGAGE LLC; and U.S. BANK
19 NATIONAL ASSOCIATION EE; and U.S.
20 BANK NATIONAL ASSOCIATION as
21 Trustee for the Certificateholders of Citigroup
22 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.

24 STIPULATION AND ORDER FOR DISMISSAL OF PARTY FOR AND DISCLAIMER OF

25 INTEREST IN SUBJECT REAL PROPERTY

26
27 IT IS HEREBY STIPULATED AND AGREED, by and between Plaintiffs, ANTHONY S.
28 NOONAN IRA LLC; and LOU NOONAN; and JAMES M. ALLRED IRA LLC, by and through their

1 respective undersigned counsel and Defendant, REAL TIME RESOLUTIONS, INC., by and through its
2 respective undersigned representative that the Defendant does not have any claim, right, or interest in the
3 subject property located at 7883 Tahoe Ridge Ct., Las Vegas, NV 89139, (Assessor Parcel Number 176-
4 11-311-013) and that REAL TIME RESOLUTIONS, INC. should be dismissed from this action, and that
5 they and their successors shall be barred and enjoined hereafter from asserting any right, claim, or
6 interests in the subject property.

7 Each party shall bear their own attorney's fees.

8 DATED this 23 day of June, 2015.

10 REAL TIME RESOLUTIONS, INC.

11 BY: 

12 ITS: President



BY: 

13 1349 Empire Central Dr. Suite 150
14 Dallas, TX 75247

MICHAEL BEEDE, ESQ.
Law Office of Michael Beede
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
Attorney for Plaintiff

17 **ORDER**

18 Pursuant to the foregoing Stipulation, and good cause showing therefore:

19 **IT IS ORDERED** that in the above-captioned and numbered matter, REAL TIME
20 RESOLUTIONS, INC., shall be dismissed from this action, disclaiming any and all interest in the
21 property, and shall be hereafter barred and enjoined from asserting any right, claim, or interests in
22 the subject property. All parties to bear their own attorneys' fees and costs.

23 DATED this 25th day of June, 2015.

25 
26 DISTRICT JUDGE

26 Submitted by:

27 The Law Office of Mike Beede, PLLC
28

ORDER

Pursuant to the foregoing Stipulation, and good cause showing therefore:

IT IS ORDERED that in the above-captioned and numbered matter, REAL TIME RESOLUTIONS, INC., shall be dismissed from this action, disclaiming any and all interest in the property, and shall be hereafter barred and enjoined from asserting any right, claim, or interests in the subject property. All parties to bear their own attorneys' fees and costs.

DATED this ____ day of _____, 2015.

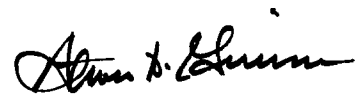
DISTRICT JUDGE

Submitted by:

The Law Office of Mike Beede, PLLC

BY: 

Michael Beede, Esq.
The Law Office of Mike Beede, PLLC
Nevada Bar #13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102



CLERK OF THE COURT

MSJD

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

CHRISTINE M. PARVAN, ESQ.

Nevada Bar No. 10711

AKERMAN LLP

1160 Town Center Drive, Suite 330

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Telephone: (702) 634-5000

Facsimile: (702) 380-8572

Email: ariel.stern@akerman.com

Email: christine.parvan@akerman.com

Attorneys for Defendants,

Nationstar Mortgage, LLC and 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 as Trustee for the
Certificateholders of Citigroup Mortgage Loan
Trust Inc., Mortgage pass-through certificates,
Series 2007-AR7; and BANK OF AMERICA,
N.A.; and NATIONSTAR MORTGAGE, LLC;
and REAL TIME RESOLUTIONS, INC.; and
REPUBLIC SILVER STATE DISPOSAL, INC.;
ROE CORPORATIONS I-V, inclusive,

Defendants.

Case No.: A-14-710465-C

Dept.: I

**NATIONSTAR AND U.S. BANK'S
MOTION FOR SUMMARY JUDGMENT**

Defendants Nationstar Mortgage, LLC (**Nationstar**) and U.S. Bank, National Association, as Trustee for the Certificateholders of Citigroup Mortgage Loan Trust Inc., Mortgage pass-through certificates, Series 2007-AR07 (**U.S. Bank**, and together with Nationstar, **defendants**) move for Summary Judgment in their favor.

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1160 Town Center Drive, Suite 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 - FAX: (702) 380-8572

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION.

This is an HOA quiet title action. Plaintiffs allege they purchased the subject real property at an HOA foreclosure sale, free and clear of defendants' first deed of trust encumbering the property. Defendants are entitled to summary judgment because NRS 116, *et seq.* (**HOA Lien Statute**) is facially unconstitutional. A broad consensus of federal- and state-court decisions have held that the Procedural Due Process Clause requires, under *all* circumstances, that a statute authorizing extinguishment of a lien in a foreclosure sale also *mandate* actual notice to those lienholders. No provision of NRS 116, *et seq.* mandates actual notice to mortgagees prior to an HOA's foreclosure sale; by substituting a request-notice or "opt-in" notice provision for an actual-notice provision, the statute effectively waives actual notice. Because Coronado Ranch Landscape Maintenance Association's (**HOA**) foreclosure sale was conducted pursuant to a facially unconstitutional statute, it is invalid, and summary judgment should be granted in favor of defendants.

II. LEGAL STANDARD.

Under Rule 56, a motion for summary judgment should be granted "when the pleadings and other evidence on file demonstrate that no 'genuine issue as to any material fact [remains] and that the moving party is entitled to judgment as a matter of law.'" *Wood v. Safeway*, (2005) 121 Nev. 724, 729; 121 P.3d 1026, 1029; NRCp 56(c). Materiality is dependent on the underlying substantive law, and includes only those factual disputes that could change the ultimate outcome of a case. *Id.* All evidence and inferences must be viewed in a light most favorable to the non-moving party on a summary judgment motion.

III. ARGUMENT.

On its face, the HOA Lien Statute, as it existed at the time of the HOA's foreclosure sale, is unconstitutional.¹ At an irreducible minimum, courts have universally required that statutes providing for lien extinguishment in foreclosure also provide for mandatory notice to the extinguished lienholders. Until the recent legislative amendments, the HOA Lien Statute did not

¹ The Nevada Legislature recently amended the HOA lien statute. *See* Senate Bill 306. Those amendments apply only to notices of default and/or sale recorded on or after October 1, 2015.

1 provide for mandatory notice and instead provided only a "request-notice" or "opt-in" provision,
2 requiring notice *only* if the lienholder—here the holder of a first deed of trust—requested notice in
3 advance. Such opt-in provisions have met with universal disapprobation in every federal and state
4 court to have considered the question. Indeed, such provisions have now met with the
5 disapprobation of the Nevada Legislature which, after HOAs commenced a recent surge of
6 foreclosures, overwhelmingly agreed to amend the HOA Lien statute to strip out the "opt-in" notice
7 provision and require mandatory notice. The reason is clear: where the State allows the
8 extinguishment of such a significant interest in real property, it must also mandate the holder of the
9 lien to be extinguished have notice and some opportunity to remediate. By not mandating such
10 notice, the version of the HOA Lien Statute at issue here is unconstitutional on its face. That means
11 the HOA's foreclosure and the purported extinguishment of defendants' deed of trust are both invalid
12 and defendants are entitled to summary judgment.

13 The Due Process Clause of the U.S. Constitution requires that, "at a minimum, [the]
14 deprivation of life, liberty, or property by adjudication be preceded by notice and an opportunity for
15 hearing appropriate to the nature of the case." *Mullane v. Central Hanover Bank & Trust Co.*, 339
16 U.S. 306, 314 (1950) (emphasis added). An "elementary and fundamental requirement of due
17 process ... is notice reasonably calculated, *under all circumstances*, to apprise interested parties of
18 the pendency of the action and afford them an opportunity to present their objections." *Tulsa Prof'l*
19 *Collection Services, Inc. v. Pope*, 458 U.S. 478, 484 (1988) (quoting *Mullane*, 339 U.S. at 314)
20 (emphasis added). Put more simply, state action may not extinguish an interest in real property
21 unless the holder of that interest is afforded notice of that action.

22 "Constitutional due process protection does not exist only for those who follow the notice
23 statute but encompasses all interests that may be affected by state action." *Island Fin., Inc. v.*
24 *Ballman*, 607 A.2d 76, 81 (Md. Ct. Spec. App. 1992). The United States Supreme Court has applied
25 this principle to the deprivation of security interests in property held by mortgagees and subject to
26 potential extinguishment in foreclosure, such as the first deed of trust at issue in this case.
27 *Mennonite Bd. of Missions v. Adams*, 462 U.S. 791, 800 (1983). In *Mennonite*, an Indiana county
28 sold mortgaged real property as a result of the borrower's delinquent taxes. *Id.* at 793. The county

1 complied with the Indiana's governing notice statute but that statute required only constructive notice
2 to the mortgagee and actual notice to the borrower. *Id.* at 794. The Indiana courts upheld the statute
3 against a constitutional due process challenge. *Id.* at 795. But the U.S. Supreme Court reversed the
4 lower courts' decisions, holding the mortgagee must receive actual notice because the "sale
5 immediately and drastically diminishes the value of th[e] security interest" and "may result in the
6 complete nullification of the mortgagee's interest". *Id.* at 798, 800. The Court held the Due Process
7 Clause required either personal service or mailed notice of the foreclosure sale to the mortgagees.

8 The version of the HOA Lien Statute applicable in this case does not require mortgagees be
9 provided with actual notice of the HOA foreclosure sales. Indeed, the statute is not only silent on the
10 subject of mandatory notice, but it disclaims, in two key provisions, that notice is required to all
11 mortgagees, unless those mortgagees have previously requested notice from the HOA. The
12 applicable version of Section 116.31163 provided an HOA need only provide a mortgagee with
13 notice of default and election to sell if the mortgagee "has requested notice" or "has notified the
14 association" of the existence of a security interest more than thirty days before the recordation of the
15 notice of default. NRS 116.31163(1)–(2). The applicable version of Section 116.31165 similarly
16 limited notice of a sale to those mortgagees who requested notice under Section 116.31163, or those
17 who "notified the association." NRS 116.31165(1)(b)(1)–(2). Both of these provisions were recently
18 amended. Recognizing the fundamental unfairness that animates defendants' due process challenge,
19 the Nevada Legislature now mandates mailed notice be provided to all holders of a recorded security
20 interest, both with regard to the notice of default and then notice of sale. Under the version of the
21 law applicable to this case, however, if a mortgagee does not receive that notice because of its failure
22 to opt in to its rights to due process, Nevada law permits extinguishment of the mortgagee's first
23 deed of trust without notice. Such a result is in direct contravention of *Mennonite*, which rejected
24 the argument that necessity of actual personal service or mailed notice may vary based on the ability
25 of the mortgagee to protect its own interests. "[A] party's ability to take steps to safeguard its
26 interests does not relieve the State of its constitutional obligation." 462 U.S. at 799.

27 While *Mennonite* did not address an opt-in or request-notice provision, such as the one at
28 issue here, a broad consensus has emerged in state and federal courts that such provisions are

1 unconstitutional.² The Fifth Circuit considered a Louisiana statute requiring notice of a foreclosure
 2 sale only to those persons who filed a request for such notice in the mortgage records. *Small Engine*
 3 *Shop, Inc. v. Cascio*, 878 F.2d 883, 885–86 (5th Cir. 1989). The Fifth Circuit applied *Mullane* and
 4 *Mennonite*, and held the statute "as interpreted by the district court, cannot be squared with
 5 *Mennonite's* allocation of notice burdens." *Id.* at 890. Further, opt-in provisions have been
 6 universally condemned by a consensus of state-court decisions. *See, e.g., Jefferson Tp. v. Block*
 7 *447A*, 548 A.2d 521, 524 (N.J. 1988) ("We conclude that a person's entitlement to the notice
 8 required by due process cannot be conditioned on the requirement that he request it."); *Wylie v.*
 9 *Patton*, 720 P.2d 649, 655 (Idaho 1986) (holding opt-in scheme unconstitutional because the
 10 Constitution requires notice "both to mortgagees of record who have requested such a notice and to
 11 mortgagees of record who have not requested such a notice."); *Reeder & Assocs. v. Locker*, 542
 12 N.E.2d 1371, 1373 (Ind. Ct. App. 1989) ("[A]fter *Mennonite* a mortgagee is required to receive
 13 actual notice of a tax sale unless the mortgagee's address is not reasonably identifiable."); *City of*
 14 *Boston v. James*, 530 N.E.2d 1254 (Mass. App. Ct. 1988) (holding a "shifting of responsibility" from
 15 the foreclosing party to the mortgagee is unconstitutional "even when the persons deprived of notice
 16 are sophisticated and knowledgeable."); *Seattle First National Bank v. Umatilla County*, 713 P.2d 33
 17 (Or. App. 1986) (holding statute permitting notice only to mortgagee who makes request
 18 unconstitutional as violating affirmative duty to provide notice); *In re Foreclosure of Tax Liens*, 103

20 ² Two district courts in Nevada have also joined this consensus. In *Cano-Martinez v. HSBC Bank USA, Nat'l*
 21 *Ass'n as Tr. for Wells Fargo Asset Sec. Corp., et al.*, Dist. Ct. Case No. A-13-692027-C (EJDC) (May 7,
 22 2015), order granting defendant HSBC Bank USA's motion for summary judgment (**Exhibit J**), the court held
 23 Chapter 116 "violates the Due Process Clauses of the Fifth and Fourteenth Amendments of the United States
 24 Constitution because its 'opt-in' notice provisions do not mandate that reasonable and affirmative steps be
 25 taken to give actual notice to lenders and other holders of recorded security interests prior to a deprivation of
 26 their property rights." *Id.* at p. 3, ¶ 2. In *Paradise Harbor Place Trust v. Deutsche Bank National Trust*
 27 *Company*, No. A-687846-C, 2014 WL 4774164, *4 (Nev. Dist. Ct. Jan. 6, 2014), *appeal dismissed* 2014 WL
 28 3824025 (Nev. Aug. 1, 2014), the court previously endeavored to interpret the statute to avoid a constitutional
 violation, but could not, holding "[w]hether or not this particular Defendant was afforded notice in this
 particular case," *id.* at *3, the statute "as literally written, NRS 116.11635(1)(b)(2) permits a ... property
 interest to be extinguished by a foreclosure initiated by a homeowners association even if neither the property
 owner nor the association bother to give any notice whatsoever to any other lienholder regarding the
 pendency of the foreclosure proceedings and the potential destruction of their property interests," *id.* at *2,
 and as a consequence any foreclosure conducted pursuant to the procedures in Chapter 116 are "null and
 void," *id.* at *4. These unpublished district court cases, while not binding on this Court, are cited as
 persuasive examples of how other Nevada courts have addressed the Due Process question.

1 A.D.2d 636, 640 (N.Y. App. Div. 1984) ("The Erie County statutes create a real danger that a
2 mortgagee will be forever divested of his property without ever learning of the impending
3 foreclosure."); *United States v. Malinka*, 685 P.2d 405, 409 (Okla. Civ. App. 1984) ("*Mennonite*
4 clearly places the onus on the State to provide notice notwithstanding that a mortgagee might take
5 steps to protect its own interest.").

6 The omission of any requirement that notice be given to deed-of-trust beneficiaries under the
7 HOA Lien Statute results from Nevada's divergence from how other states have drafted similar
8 statutes. In drafting the HOA Lien Statute, the Nevada Legislature largely followed the advice of the
9 drafters of the Uniform Common Interest Ownership Act ("UCIOA"), upon which the statute is
10 based. Section 3-116(j)(1) of the 1982 uniform act would have required that a foreclosure on the
11 HOA's superpriority lien "must be foreclosed in like manner as a mortgage on real estate [or by
12 power of sale under [insert appropriate state statute]]." In this instance, however, Nevada drafted a
13 unique provision for requirements for foreclosing on an HOA lien—and in the process, failed to
14 ensure that affected deed-of-trust beneficiaries would receive adequate notice.³

15 Because the Nevada Legislature amended the HOA Lien statute, defendants' facial challenge
16 applies only to the prior version applicable in this case, and has minimal prospective effect. Indeed,
17 the Legislature's overwhelming passage of these amendments demonstrates it recognized making a
18 fundamental error—one related to fundamental fairness—when it disclaimed requiring notice that a
19 first deed of trust might be extinguished. But the Legislature's forward-looking correction should
20

21 ³ The drafters of the UCIOA have tacitly acknowledged the problem with Nevada's statute, issuing the
22 following comment as part of the 2008 version of the uniform law:

23 In some states, nonjudicial foreclosure procedures require notice to subordinate lienholders
24 only when those lienholders have recorded a timely request for notice of sale on the real
25 property records. . . . The issue of notice to subordinate lienholders becomes more critical
26 under this Act, given that subsection (c) gives the association a limited priority over the
27 otherwise-first mortgage lender, thus rendering that lender a subordinate lienholder. ***It would
be manifestly unfair for an association's foreclosure sale to extinguish the lien of the
otherwise-first mortgage lender if the association did not in fact provide the lender with
notice of that sale.***

28 Uniform Law Commission, UCIOA cmt. 8 (2008) (emphasis added). To remedy this defect, the 2008 version
of the uniform act includes a new section expressly stating that an association's foreclosure "does not
terminate an interest that is subordinate to the lien to any extent unless the association provides notice of the
foreclosure to the record holder of the subordinate interest." *Id.* § 3-116(r).

1 not deter this Court from that holding the applicable statute, on its face, violates constitutional due
2 process because it expressly disclaims notifying holders of a first deed of trust that their interest will
3 be extinguished.

4 The Nevada Legislature drafted a notice scheme explicitly disclaiming the duty to provide
5 notices of default or sale to mortgagees who do not file a prior request for such notice. The abundant
6 case law cited in the preceding paragraphs establishes such a scheme is plainly unconstitutional. The
7 Legislature has recognized its error, and amended the HOA Lien statute, leaving behind a number of
8 properties and cases to which the old, flawed law applies. The version of the HOA Lien statute
9 applicable here is susceptible to a facial attack because plaintiffs assert the sale extinguished
10 defendants' senior deed of trust even though the version of the statute did not require notice to
11 defendants. This alone is sufficient to invalidate the statute and the foreclosure at issue in this case.
12 *See, e.g., Garcia-Rubiera v. Calderon*, 570 F.3d 443, 456 (1st Cir. 2009) (sustaining facial attack on
13 notice provisions and holding "actual notice cannot defeat [facial] due process claim"). This Court
14 should grant summary judgment in defendants' favor because the foreclosure sale is unconstitutional.

15 **IV. CONCLUSION.**

16 The HOA Lien Statute cannot withstand constitutional scrutiny. It is facially invalid under
17 the Procedural Due Process Clause.

18 Dated: July 6th 2015.

19
20 /s/ Christine M. Parvan

21 ARIEL E. STERN, ESQ.

22 Nevada Bar No. 8276

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27 *Attorneys for Defendants,*

28 *Nationstar Mortgage, LLC and U.S. Bank, N.A.*

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Attorneys for Plaintiff

An employee of AKERMAN LLP

**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

Minute Order

HEARD BY: Cory, Kenneth

COURTROOM: RJC Courtroom 16A

COURT CLERK: Michele Tucker

JOURNAL ENTRIES

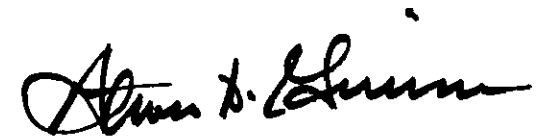
- At the request of the Court, the hearing on Plaintiff s Motion for Summary Judgment set for July 14, 2015 at 9:00 a.m. is CONTINUED to August 11, 2015 at 9:00 a.m.

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

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CLERK OF THE COURT

Affidavit of Publication

STATE OF NEVADA }
COUNTY OF CLARK } SS

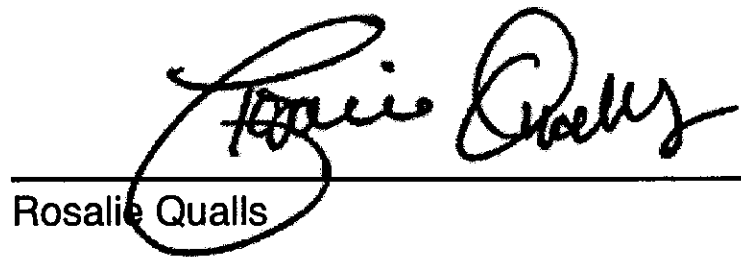
I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Jun 11, 2015
Jun 18, 2015
Jun 25, 2015
Jul 02, 2015
Jul 09, 2015

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

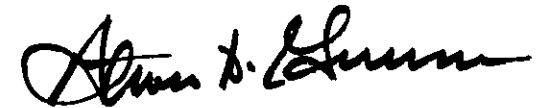
DATED: Jul 09, 2015


Rosalie Qualls

DISTRICT COURT
CLARK COUNTY, NEVADA
Case No. A 710465 Dept. No. 1
ANTHONY S. NOONAN IRA, LLC; and LOU NOONAN; and JAMES M. ALLRED IRA, LLC; Plaintiff,
Vs. MATTHEW M. BIGAM; and REPUBLIC MORTGAGE; 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 NATIONSTAR MORTGAGE, LLC; and REAL TIME RESOLUTIONS, INC.; and REPUBLIC SILVER STATE DISPOSAL, INC.; and ROE CORPORATIONS I-V, inclusive, Defendant,
Amended SUMMONS
NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW To THE DEFENDANT(S): MATTHEW M. BIGAM A civil Complaint has been filed by the Plaintiff(s) against you for the relief set forth in the Complaint. Object of Action: This is an Amended Complaint for Declaratory Relief/ Quiet Title Pursuant to NRS 30.010, et. seq. and NRS 116, et. seq., and Slander to Title. 1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following: a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee. b. Serve a copy of your response upon the attorney whose name and address is shown below. 2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint. 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time. 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators, each have 45 days after service of this summons within which to file an answer or other responsive pleading to the complaint. CLERK OF COURT, s/ LISAMARIE VAQUERO, Deputy Clerk, Date 4-7-15, County Court House, 200 Lewis Avenue, Las Vegas, Nevada 89155, Issued at the direction of LAW OFFICE OF MICHAEL BEEDE, By: Michael Beede, Esq., 2300 W. Sahara Ave., #420, Las Vegas, NV 89101, 702-474-8406, Attorney for Plaintiff
Published in Nevada Legal News
June 11, 18, 25, July 2, 9, 2015

04108792 00395897 702-832-0248

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2300 W. SAHARA AVE. #420
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CLERK OF THE COURT

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11 DISTRICT COURT

12 CLARK COUNTY, NEVADA

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

16 Plaintiffs,

17 vs.

18 MATTHEW M. BIGAM; and REPUBLIC
19 MORTGAGE; and REPUBLIC
20 MORTGAGE LLC; and U.S. BANK
21 NATIONAL ASSOCIATION as Trustee for
22 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. I

**PEREMPTORY CHALLENGE OF
JUDGE**

23
24 COMES NOW Plaintiff above-named by and through its attorney, Michael Beede,
25 Esq., of Law Office of Mike Beede, PLLC, pursuant to Rule 48.1 of the Nevada Supreme
26 Court Rules and does hereby give notice of its peremptory challenge of the Honorable
27

28 //

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KENNETH CORY.

Dated this 7th day of August, 2015.

LAW OFFICE OF MIKE BEEDE, PLLC

/s/Michael Beede

By:_____

Michael Beede, Esq.
Nevada Bar No: 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102

DISTRICT COURT
CLARK COUNTY, NEVADA


CLERK OF THE COURT

ANTHONY S NOONAN IRA LLC,

PLAINTIFF(S)

VS.

MATTHEW BIGAM, DEFENDANT(S)

CASE NO: A-14-710465-C

DEPARTMENT 4

NOTICE OF DEPARTMENT REASSIGNMENT

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly reassigned to Judge Kerry Earley.

☒ This reassignment follows the filing of a Peremptory Challenge of Judge KENNETH CORY..

☐ This reassignment is due to the recusal of Judge . See minutes in file.

☐ This reassignment is due to:

ANY TRIAL DATE AND ASSOCIATED TRIAL HEARINGS STAND BUT MAY BE RESET BY THE NEW DEPARTMENT.

Any motions or hearings presently scheduled in the FORMER department will be heard by the NEW department as set forth below:

Motions for Summary Judgment, on August 12, 2015, at 10:00 AM.

PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Ivonne Hernandez

Ivonne Hernandez,
Deputy Clerk of the Court

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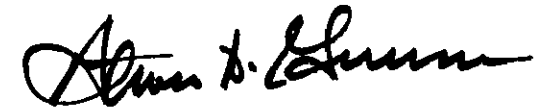
CERTIFICATE OF SERVICE

I hereby certify that this: 7th day of August, 2015

☒ The foregoing Notice of Department Reassignment was electronically served to all registered parties for case number A-14-710465-C.

/S/ Ivonne Hernandez

Ivonne Hernandez,
Deputy Clerk of the Court



CLERK OF THE COURT

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10 Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

15 vs.

CASE NO. A-14-710465-C

DEPT NO. IV

16 MATTHEW M. BIGAM; and CORONADO
17 RANCH LANDSCAPE MAINTENANCE
18 CORPORATION; and REPUBLIC
19 MORTGAGE; and REPUBLIC
20 MORTGAGE LLC; and U.S. BANK
21 NATIONAL ASSOCIATION as Trustee for
22 the Certificateholders of Citigroup Mortgage
23 Loan Trust Inc., Mortgage pass-through
24 certificates, Series 2007-AR7; and BANK OF
25 AMERICA NA; and NATIONSTAR
26 MORTGAGE, LLC; and REAL TIME
27 RESOLUTIONS, INC.; and REPUBLIC
28 SILVER STATE DISPOSAL, INC.; and ROE
CORPORATIONS I-V, inclusive,
Defendants.

OPPOSITION TO DEFENDANTS MOTION FOR SUMMARY JUDGMENT

Plaintiffs Anthony S. Noonan IRA, LLC; Lou Noonan and James M. Allred IRA,
LLC (Collectively "Plaintiffs"), by and through their attorney of record, the Law Office of

1 Mike Beede, hereby file their Opposition to Defendants' Motion for Summary Judgment.

2 This pleading is made and based upon the attached memorandum of Points and Authorities,
3 and all papers and pleadings on file herein, and any oral argument allowed at the time of the
4 hearing.

5
6 Dated this 9th day of August, 2015.

7 Law Office of Mike Beede, PLLC

8
9 By: 
10

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1 OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

2 MEMORANDUM OF POINTS AND AUTHORITIES

3 I. INTRODUCTION

4 Pursuant to NRS 116, *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 130 Nev.,
5 334 P.3d 408 (2014), and a host of axiomatic constitutional principles, Plaintiff's Motion
6 for Summary Judgment must be granted, and Defendants' Motion For Summary Judgment
7 must be denied. In 2007, Defendant's predecessor in interest was granted a deed of trust on
8 that property which was always subject to the NRS 116 lien. When the former owner
9 defaulted on his obligations to the HOA, through its duly authorized agent, it non-judicially
10 foreclosed on the lien NRS 116 in 2014. Each Defendant received actual notice of the sale
11 and all other notice required by NRS 116. No person satisfied the super-priority portion of
12 the NRS 116 lien, nor were any sufficient attempts made. Plaintiffs' predecessor in interest
13 purchased the property at foreclosure sale, which extinguished Defendants' deed of trust.
14 Plaintiffs purchased the property in 2015. Defendant now seeks to remedy its failure to
15 protect its lien interest at the expense of Plaintiffs.

16 While Defendants' arguments are creative, they each fail. Defendant first argues
17 that NRS 116 is facially invalid. As the U.S. Supreme Court made clear, "[a] facial
18 challenge to the legislative Act is, of course, the most difficult challenge to mount
19 successfully, since **the challenger must establish that no set of circumstances exists**
20 **under which the Act would be valid.**" *United States v. Salerno*, 481 U.S. 739, 745 (1987)
21 (Emphasis added). The fact that the Nevada Supreme Court ruled in *SFR Investments Pool*
22 that NRS 116 could survive an as-applied constitutional challenge establishes that there is
23 at least one set of circumstances in which NRS 116 is valid. Thus, because at least one set
24 of circumstances exists in which NRS 116 is valid, any facial challenge to its
25 constitutionality must fail.

26 II. Defendants' Faulty Facial Challenge to NRS 116

- 27 a. **Defendants' Facial Challenge to the Constitutionality of NRS 116 fails**
28 **because the Nevada court has already held the statute valid in specific**
 application.

1 Defendants have brought a *facial* challenge to the foreclosure provisions of NRS
2 116. As the U.S. Supreme Court makes expressly clear “A facial challenge to a legislative
3 Act is, of course, the most difficult challenge to mount successfully, since **the challenger**
4 **must establish that no set of circumstances exists under which the Act would be**
5 **valid.”** *United States v. Salerno*, 481 U.S. 739, 745 (1987) (Emphasis added). The *Ezell v.*
6 *City of Chicago*, 651 F.3d 684, 698-99 (7th Cir. 2011) court reinforced this position by
7 clarifying that individual facts are immaterial in a facial challenge only so far as a statute is
8 found to be unconstitutional “*without regard* to its application—or *in all* its applications, as
9 *Salerno* requires.” *Id.* Thus, so long as there is one possible application in which NRS 116
10 can be found constitutional, Defendants’ challenge must fail.

11 The Nevada Supreme Court has already held that the foreclosure provisions of NRS
12 116 were valid as applied in that case. “The lender contends that the nonjudicial
13 foreclosure in this case violated its due process rights...Neither argument holds up to
14 analysis.”

15 The specific facts alleged by *SFR Investments* were affirmed as constitutional under
16 a due process analysis. That is, by ruling for *SFR Investments*, the Court demonstrated that
17 the statute is not unconstitutional in that specific application, and thus cannot be
18 unconstitutional in *all* of its applications. As such, the Court eliminated any possibility of a
19 successful facial challenge, because the set of circumstances underlying the dispute at issue
20 in that case has already been evaluated and accepted by the Court. Therefore, this court has
21 no reason to evaluate Defendants’ facial challenge, because it is *not* an issue of first
22 impression, and was decided by the Nevada Supreme court only 10 months ago. Thus,
23 Defendant inappropriately argues that this court can reject the *SFR Investments* ruling
24 altogether.

25 **b. Defendant Lacks Standing to Bring a Facial Challenge to NRS 116**

26 Moreover, Defendant lacks standing to bring a facial challenge to NRS 116.
27 “Standing is the legal right to set judicial machinery in motion.” *Roethlisberger v.*
28 *Memuly*, 256 P.3d 955, 957 127 Nev. Adv. Op. 48 (Nev., 2011) (quoting *Secretary of State*

1 v. *Nevada State Legislature*, 120 Nev. 456, 460, 93 P.3d 746, 749 (2004)). “A person to
2 whom a statute may constitutionally be applied will not be heard to challenge that statute
3 on the ground that it may conceivably be applied unconstitutionally to others, in other
4 situations not before the court.” *Sereika v. State*, 114 Nev. 142, 955 P.2d 175, 180 (Nev.,
5 1998) (quoting *Broadrick v. Oklahoma*, 413 U.S. 601, 610-11, 93 S.Ct. 2908 2915, 37
6 L.Ed.2d 830 (1973)).

7 Defendant does not claim that it has been aggrieved due to the alleged
8 constitutional defects found in NRS 116. It does not claim that it did not receive copies of
9 the Notice of Delinquent Assessment Lien against the Property, the Notice of Default and
10 Election to Sell Under Homeowner Association Lien and the Notice of Foreclosure Sale.
11 To the contrary, Defendant provides evidence that it was actually noticed of the sale, and
12 claims to have sent correspondence to the HOA Foreclosure Trustee after receiving notice.
13 Thus, defendant has not even alleged that it suffered some harm as a result of NRS 116’s
14 notice provisions. Yet, defendant argues the hypothetical situation where NRS 116 would
15 cause an imaginary person to not have received notice in violation of his or her due process
16 rights. This Court does not address situations not currently before it. The hypothetical
17 situation posed by Defendant is not currently before this court and therefore, Defendant
18 lacks standing to bring its due process claim. As such, Defendant’s Motion should be
19 denied on this ground.

20 **c. This Court is Obligated to find NRS 116 Constitutional under the**
21 **Constitutional Avoidance Doctrine**

22 Whenever a court evaluates whether a statute is constitutional, it must proceed
23 “under the presumption that statutes are constitutional”; the party challenging a statute has
24 the ‘burden of making ‘a clear showing of invalidity.’ Further, we adhere to the precedent
25 that ‘every reasonable construction must be resorted to, in order to save a statute from
26 unconstitutionality.’ (‘It requires neither argument nor reference to authorities to show that
27 when the language of a statute admits of two constructions, one of which would render it
28 constitutional and valid and the other unconstitutional and void, that construction should be
adopted which will save the statute.’ This canon of constitutional avoidance dates back to

1 *Murray v. The Charming Betsy*, 6 U.S. 64, 2 L. Ed. 208 (1804), and remains in full force
2 today.” *State v. Castaneda*, 245 P.3d 550, 552-553, 2010 Nev. LEXIS 49, *3-4, 71
3 A.L.R.6th 739, 126 Nev. Adv. Rep. 45 (Nev. 2010) (*internal citations omitted*)

4 Under this doctrine, the court is obligated to find NRS 116 constitutional if there is
5 any reasonable interpretation which would render it so. Defendant attempts to impute a
6 constitutionally impermissible interpretation of NRS 116 where the Nevada Supreme Court
7 and numerous District Courts have found each found that the provisions of NRS 116 to be
8 constitutional. Plaintiff invites the court to read the Honorable Judge Bell’s Decision in
9 *SFR Investments Pool 1, LLC v. Wells Fargo Bank* Case No. A-13-682296-C, attached
10 hereto as *Exhibit 3*, which discusses this principle in detail and provides an interpretation of
11 NRS 116, which is constitutionally permissible. Rather than attempting to paraphrase
12 Judge Bell’s reasoning, an excerpt from that decision follows¹:

13 The reading of Chapter 116’s notice requirements in a way
14 to be constitutionally valid requires that a foreclosing
15 homeowners’ association must provide notice to the
following parties:

16 (1) Any interested person who has recorded a request for
17 notice with the proper county recorder must be mailed
18 copies of the notice of default and election to sell and the
19 notice of sale. See NRS 116.31163(1) (notice of default
20 must be given to “[e]ach person who has requested notice
21 pursuant to NRS 107.090 or 116.31168”), NRS 107.090(2)
22 (a “request for a copy of the notice of default or of sale”
23 must be “record[ed] in the office of the county recorder of
24 the county in which any part of the real property is
25 situated”), and NRS 116.31168(1) (“The request must
26 identify the lien by stating the names of the unit’s owner
27 and the common-interest community.”); see also NRS
28 116.311635(1)(b)(1) (notice of sale must be mailed to all
persons entitled to receive a copy of the notice of default).
This request-notice provision exists to allow interested
parties who are not otherwise ascertainable an opportunity
to receive notice and protect their interest.

¹ Plaintiff presents Judge Bell’s decision solely for the character and quality of its analysis on the instant topic, and is not meant to be presented as controlling precedent.

1 (2) Any other person holding or claiming an interest
2 subordinate to the association's lien must be mailed copies
3 of the notice of default and election to sell and the notice
4 of sale. See NRS 116.31163(1) and .311635(1)(b)(1),
5 supra; see also NRS 116.31168(1) (incorporating
6 requirements of NRS 107.090 to HOA foreclosures) and
7 NRS 107.090(3)(b) (notice must be mailed to "[e]ach other
8 person with an interest whose interest or claimed interest is
9 subordinate to the [association's lien]."). This catch-all
10 provision exists to provide notice to any other interested
11 party whose identity is reasonably ascertainable.

12 (3) Any holders of a recorded security interest that
13 encumbers the homeowner's interest must be mailed copies
14 of (a) the notice of default and election to sell, if the
15 security interest was recorded at least 30 days before
16 notice of default was recorded, and (b) the notice of sale, if
17 the security interest was recorded prior to the mailing of
18 the notice of sale. See NRS 116.31163(2), supra, and NRS
19 116.311635(1)(b)(2) (HOA must mail notice of sale to
20 security interest holder that "has notified the association,
21 before the mailing of the notice of sale of the existence of
22 the security interest."); see also NRS 111.320, supra, and
23 First Nat. Bank v. Meyers, 40 Nev. 284, 161 P. at 931
24 (recording of the security interest gives notice to the world
25 of that interest). This actual notice provision explicitly
26 requires the foreclosing homeowners' association to
27 provide notice to mortgage holders that have timely
28 recorded interest in the subject property. Therefore, Wells
 Fargo's facial challenge of Chapter 116's notice
 requirements fails because the provisions of Chapter 116
 read as a whole and in conjunction with well-established
 related law ensures mortgage holders and other interested
 parties receive actual notice of a homeowners' association's
 impending nonjudicial foreclosure sale.

29 This well-reasoned and logical approach to NRS 116 renders it entirely
30 constitutional, and this court is obligated to find NRS 116 as constitutional if there is
31 any reasonable interpretation which would allow it to do so. The reasoning behind this
32 interpretation is more fully detailed in the following section.

d. Defendants' Facial Challenge Fails on its own Merits

i. NRS 116 is not an "Opt-In" system

Defendant argues that NRS 116 does not provide for Mandatory Notice to Lenders of HOA Foreclosures, but rather, only provides for an "opt-in" system. Plaintiff does not contest that lenders have a constitutional right to be provided notice of an impending HOA Foreclosure. However, NRS 116 provides for the mandatory notice of all interested parties, and is not an "opt-in" system.

The statutory notice requirements contained in NRS 116 so closely mirror those of NRS 107, that a direct comparison of the requirements of NRS 107 and NRS 116 is quite informative. The statutory requirements are detailed in the following graph:

HOA Foreclosure	Statutory Requirement	Deed of Trust Foreclosure
NRS 116.31162(1)(a)	Delinquency by Homeowner	NRS 107.080(1)
NRS 116.31162(1)(a)	Mail notice of delinquency to homeowner	No Statutory requirement. Provided according to terms of Deed of Trust
NRS 116.31162(1)(b)	Execute notice of default and election to sell (NOD) that describes the deficiency in payment	NRS 107.080(2)(b)
NRS 116.31162(1)(a)	Record NOD	NRS 107.080(3)
NRS 116.31162(1)(b)	Mail NOD by certified or registered mail, return receipt requested to homeowner	NRS 107.080(3)
NRS 116.31163 and NRS 116.31168 (incorporating requirements of NRS 107.090)	Mail NOD to interested parties who request notice	NRS 107.090(3)(a)
NRS 116.31163 and NRS 116.31168 (incorporating requirements of NRS 107.090)	Mail NOD to subordinate claim holders	NRS 107.090(3)(b)
NRS 116.31162(1)(c)	Failure to pay for 90 days after NOD is recorded and Mailed	NRS 107.080(3)
NRS 116.311635(1)(a)	Give Notice of the time and place of the sale in a manner and for a time not less than that required by law for the	NRS 107.080(4)

	sale of real property upon execution/posting in a public place and on the property	
NRS 116.311635(1)(a)(1)	Mail Notice of Sale (NOS) to homeowner	NRS 107.080(4)
NRS 116.311635(1)(a)(1) and NRS 116.311635(1)(a)(3)	Mail NOS to Interested Parties who request notice	NRS 107.090(4)
NRS 116.311635(1)(b)(1)	Mail NOS to subordinate claim holders	NRS 107.090(4)
NRS 116.311635(1)(b)(3)	Mail NOS to Ombudsman	No Statutory Requirement
NRS 116.311635(2)	Post NOS on property or deliver personally to homeowner	NRS 107.080(4)

The statutory requirements of NRS 116.3116 provide for adequate notice to holders of a Deed of Trust, and when read in concert with NRS 107.090 there is no affirmative opt-in requirement for a deed of trust holder to receive notice.

NRS 116.31163 reads as follows:

Foreclosure of liens: Mailing of notice of default and election to sell to certain interested persons. The association or other person conducting the sale shall also mail, within 10 days after the notice of default and election to sell is recorded, a copy of the notice by first-class mail to:

1. Each person who has requested notice pursuant to NRS 107.090 or 116.31168;
2. **Any holder of a recorded security interest encumbering the unit's owner's interest who has notified the association, 30 days before the recordation of the notice of default, of the existence of the security interest; and**
3. A purchaser of the unit, if the unit's owner has notified the association, 30 days before the recordation of the notice, that the unit is the subject of a contract of sale and the association has been requested to furnish the certificate required by NRS 116.4109.

Additionally, NRS 111.315-20 read as follows:

NRS 111.315 Every conveyance of real property, and every instrument of writing setting forth an agreement to convey any real

1 property, or *whereby any real property may be affected*, proved,
2 acknowledged and certified in the manner prescribed in this chapter, to
3 operate as notice to third persons, shall be recorded in the office of the
4 recorder.”

5
6 **NRS 111.320 Filing of conveyances or other instruments is notice**
7 **to all persons: Effect on subsequent purchasers and mortgagees.**
8 Every such conveyance or instrument of writing, acknowledged or proved
9 and certified, and recorded in the manner prescribed in this chapter or
10 in NRS 105.010 to 105.080, inclusive, must from the time of filing the same
11 with the Secretary of State or recorder for record, impart notice to all
12 persons of the contents thereof; and subsequent purchasers and mortgagees
13 shall be deemed to purchase and take with notice.

14
15 Nevada courts have reinforced this maxim of real property law. *Allison Steel Mfg.*
16 *Co. v Bentonite, Inc.* 86 Nev. 494, 497, 471 P.2d 666, 668 1970 states that “Recording
17 statutes provide constructive notice of the existence of an outstanding interest in the land,
18 thereby putting a prospective purchaser on notice that he may not be getting all he
19 expected.... Constructive notice is that which is imparted to a person upon strictly legal
20 inference of matters which he necessarily ought to know, or which by the exercise of due
21 diligence, he might know.” Thus, any lender which has recorded its security interest with
22 the appropriate county recorder has provided notice to (or notified) the HOA of that
23 interest, and is thus required under NRS 116.31163 to receive those notices detailed above.
24 Unless Defendant is arguing that it is unconstitutional that Lenders be required to record
25 their interest, this causes Defendants’ argument to fail. However, Plaintiff expects that
26 Defendant would acknowledge that a recording system is integral and inseparable from
27 United States Real Property law, and that the requirements therefore have not and could not
28 be successfully challenged. Recording statutes exist for the sole purpose of allowing
parties with an interest in a property to be noticed. Without a recording system, there would

1 be no system by which *any* lienholder could foreclose on *any* interest because there would
2 be no way of ascertaining what, if any, interests existed, let alone what their respective
3 priority might be. The recordation of a security interest with the county recorder serves as
4 notice to all persons, including the HOA, of the security interest.

5 Moreover, NRS 116.31168 incorporates NRS 107.090 "to apply to the foreclosure
6 of an association's lien as if a deed of trust were being foreclosed." NRS 107.090(3)
7 requires that:

8
9 The trustee or person authorized to record the notice of default shall, within
10 10 days after the notice of default is recorded and mailed pursuant to NRS
11 107.080, cause to be deposited in the United States mail an envelope,
12 registered or certified, return receipt requested and with postage prepaid,
13 containing a copy of the notice, addressed to:

- 14 (a) Each person who has recorded a request for a copy of the notice; and
15 (b) **Each other person with an interest whose interest or claimed**
16 **interest is subordinate to the deed of trust.**

17 Defendant may argue that NRS 107.090 does not require notice to the first deed of
18 trust holder because it is the deed of trust referenced in NRS 107.090. However the intent
19 of NRS 116.31168 is to substitute the Association Lien for the Deed of Trust. The
20 resulting meaning of NRS 107.090(3)(b), when read in conjunction with NRS 116, requires
21 the notice of "Each other person with an interest whose interest or claimed interest is
22 subordinate to the Association Lien." Defendants' statutory interpretation is
23 unconscionably selective, and requires linguistic acrobatics and unacceptable omissions to
24 reach its desired meaning. NRS 116 clearly requires that any holder of a deed of trust be
25 noticed of the sale, and the Constitutional Avoidance doctrine requires that this court
26 accept Plaintiff's interpretation of NRS 116 and deem it constitutional.

27 **e. The NRS 116 Lien Predated the Interest of all Defendants, and each**
28 **Defendants' Interest was Acquired Subject to the NRS 116 Lien.**

Defendants' Deed of Trust was granted in 2007. NRS 116 was enacted in 1991.
The Declaration which gave rise to the NRS 116 lien was recorded in 2004. NRS 116 was
in effect and all persons had constructive notice of the provisions therein 16 years prior to
the creation of the disputed deed of trust. Pursuant to NRS 116.3116, "Recording of the

1 declaration² constitutes record notice and perfection of the lien. No further recordation of
2 any claim of lien for assessment under this section is required." The subject declaration
3 was recorded against the property in 2004. The encumbrance created by a common interest
4 community predates any possible interest from a lender or other interested person.
5 Defendant was constructively aware of the implications of lending against a property,
6 which is subject to the provisions of NRS 116. Even if Defendant disagreed with the
7 proper interpretation of NRS 116, it had constructive notice thereof. This is an issue of lien
8 priority, not due process. Simply put, plaintiff received all process that it was due. Its
9 failure to act accordingly should not be plaintiff's burden to bear.

10
11 III. CONCLUSION

12 Plaintiffs request that the Court deny Defendants' Motion for Summary Judgment
13 and grant Plaintiffs' Motion for Summary Judgment as to all relief sought in Plaintiffs'
14 Amended Complaint. Defendants have raised no issue, and no issue exists which would
15 preclude summary judgment, and Plaintiffs are entitled to judgment as a matter of law.

16
17 Dated this 10 day of August, 2015.

18 The Law Office of Mike Beede, PLLC

19
20 By: MICHAEL BEEDE, Esq.

21 Law Office of Michael Beede

22 Nevada Bar No. 13068

23 2300 W. Sahara Ave. #420

24 Las Vegas, NV 89102

25
26
27
28
.....
² NRS 116.037 "Declaration" defined. "Declaration" means any instruments, however denominated,
that create a common-interest community, including any amendments to those instruments.

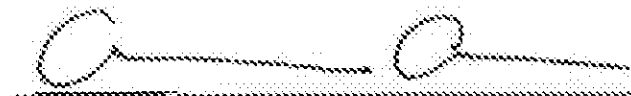
CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years old and am not a party to this action. My business address is Law Office of Mike Beede, PLLC, 2300 W. Sahara Ave., Suite 420, Las Vegas, NV 89102.

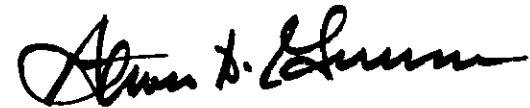
I HEREBY CERTIFY that on this 10th day of August, 2015, pursuant to the Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, via the Eighth Judicial District Court electronic filing system and in place of service by mail the **OPPOSITION TO DEFENDANTS MOTION FOR SUMMARY JUDGMENT**, on the following parties and those listed on the Court's Master List in said action:

Akerman LLP			
Name	Email	Select	
Akerman Las Vegas Office	akermanlas@akerman.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ariel E. Stern, Esq.	ariel.stern@akerman.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Christine M. Parvan, Esq.	christine.parvan@akerman.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mike Beede Esq.			
Name	Email	Select	
EService	EserviceLegalLV@gmail.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Williams & Associates			
Name	Email	Select	
Donald H. Williams, Esq.	dwilliams@dhwlawlv.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Robin Gullo	rgullo@dhwlawlv.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of service was executed by me on the 10th day of August, 2015, in Las Vegas, Nevada.



An Employee of the Law Office of Mike Beede



CLERK OF THE COURT

**DISTRICT COURT
CLARK COUNTY, NEVADA**

**Anthony S Noonan IRA LLC,
Plaintiff(s)**

vs.

Matthew Bigam, Defendant(s)

CASE NO: A-14-710465-C

Department 4

NOTICE OF RESCHEDULING OF HEARING

Please be advised that the date and time of hearings set before the **Honorable Kerry Earley** have been changed. The **Plaintiff's Motion for Summary Judgment, and Nationstar and U.S. Bank's Motion For Summary Judgment** presently scheduled for **August 12, 2015, at 10:00 AM**, have been rescheduled to the **7th day of October, 2015, at 9:00 AM**.

DATED: August 10, 2015

By:



Kelly Tibbs

Judicial Executive Assistant
Department IV

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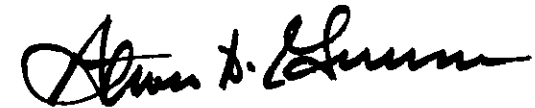
CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing Notice to be served electronically,
by facsimile, by placing a copy in the attorney's folder in the Court clerk's office, or
by mailing, to:

Michael Beede, Esq. – Law Office of Michael Beede
Christine Parvan, Esq. – Akerman
Ariel E. Stern, Esq. - Akerman
Donald H Williams, Esq. – Williams and Associates



Kelly Gibbs, Judicial Executive Assistant



CLERK OF THE COURT

TDN
The Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
mike@legallv.com
T: 702-473-8406
F: 702-832-0248
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

MATTHEW M. BIGAM; 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. I

THREE DAY NOTICE OF INTENT TO ENTER DEFAULT

TO: MATTHEW M. BIGAM, Defendant,

PLEASE TAKE NOTICE that Plaintiffs, ANTHONY S. NOONAN IRA, LLC;
and LOU NOONAN; and JAMES M. ALLRED IRA, LLC, will enter a default judgment

1 against you unless an answer or other responsive pleading is filed within three (3) days of
2 the date of this notice.

3 DATED this 13th day of August, 2015.
4

5 LAW OFFICE OF MICHAEL BEEDE

6 /s/ Michael Beede

7 BY: _____

8 Michael Beede, Esq.

9 Nevada Bar No. 13068

2300 W. Sahara Ave. #420

Las Vegas, Nevada 89101

10
11 **CERTIFICATE OF SERVICE**

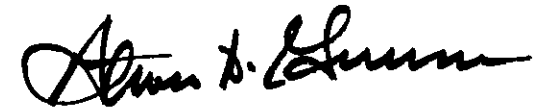
12 Pursuant to NRCP 5(b), I certify that I am an employee of the LAW OFFICE OF
13 MICHAEL BEEDE, PLLC and that on this 13th day of August, 2015, I served a copy of
14 the foregoing **THREE DAY NOTICE OF INTENT TO ENTER DEFAULT** as follows:
15

16 X U.S. Mail—By depositing a true copy thereof in the U.S. mail, first class postage
17 prepaid and addressed as listed below; and/or

18
19 Matthew M. Bigam
20 7783 Tahoe Ridge Court.
21 Las Vegas, NV 89139

Matthew M. Bigam
1050 E. Cactus Ave. #1064
Las Vegas, Nv 89183

22
23
24 
25 _____
26 An employee of the Law Office of Michael Beede
27
28



CLERK OF THE COURT

OPPS

DONALD H. WILLIAMS, ESQ.

Nevada Bar No. 5548

WILLIAMS & ASSOCIATES

612 South Tenth Street

Las Vegas, Nevada 89101

Attorney for Republic Silver State

Disposal, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiff,

vs.

MATHEW M. BIGAM; and REPUBLIC
MORTGAGE; and REPUBLIC MORTGAGE LLC;
and U.S BANK NATIONAL ASSOCAITION as
Trustee for 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

DEPT. NO.: I

REPUBLIC SILVER STATE DISPOSAL, INC. DBA REPUBLIC SERVICES'

PARTIAL OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY

JUDGMENT

COMES NOW Defendant REPUBLIC SILVER STATE DISPOSAL, INC.

(hereinafter "Republic"), by and through its attorney, Donald H. Williams, Esq. of The Law

Offices of WILLIAMS & ASSOCIATES, and hereby submits this Partial Opposition to

Plaintiff's Motion for Summary Judgment. This Opposition is based on the following

WILLIAMS & ASSOCIATES

Attorneys at Law

612 South Tenth Street

Las Vegas, NV 89101

Telephone: (702) 320-7755 Facsimile: (702) 320-7760

1 arguments and the arguments of counsel at the time of hearing on this matter.

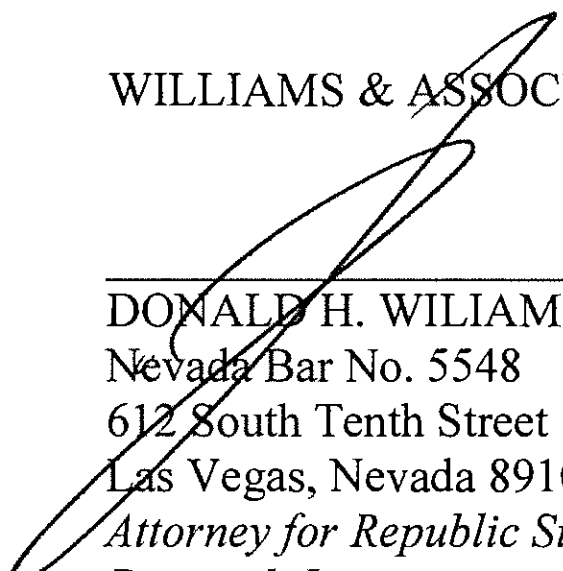
2 Republic is only partially opposed to Plaintiff's Motion. Specifically, Republic is not
3 opposed to most of Plaintiff's requests but is opposed to any order or declaration removing
4 Republic's liens. Republic therefore requests that the Court's Order clarify that Republic's
5 lien is superior and must be paid ahead of Plaintiff from the proceeds of the foreclosure sale.

6 Republic's Opposition is based on NRS 444.520(3), which affords special protections
7 to Republic's liens: "*Until paid, any fee or charge levied pursuant to subsection 1*
8 *constitutes a perpetual lien against the property served, superior to all liens, claims and*
9 *titles other than liens for general taxes and special assessments. The lien is not*
10 *extinguished by the sale of any property on account of nonpayment of any other lien, claim*
11 *or title*, except liens for general taxes and special assessments. The lien may be foreclosed in
12 the same manner as provided for the foreclosure of mechanics' liens." Emphasis added. As
13 the Court can see, not only are Republic's liens superior to the Deed of Trust, they will not be
14 extinguished by the foreclosure requested by Plaintiff.

15 Therefore, Republic respectfully requests, in the event Plaintiff is successful on its
16 Motion, that the Court specify in its Order that Republic's liens are superior and must be paid
17 ahead of Plaintiff from the proceeds of the sale.

18 DATED this 13 day of August, 2015.

19 WILLIAMS & ASSOCIATES

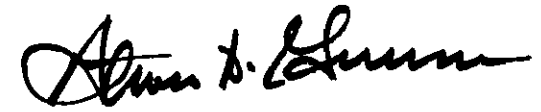
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21 
22 DONALD H. WILLIAMS, ESQ.
23 Nevada Bar No. 5548
24 612 South Tenth Street
25 Las Vegas, Nevada 89101
26 Attorney for Republic Silver State
27 Disposal, Inc.

26 **CERTIFICATE OF SERVICE**

27 I certify that I am an employee of Williams & Associates, and that on the 13th day
28 of August, 2015, I submitted for service via WizNet a true copy of the foregoing

1 **REPUBLIC SILVER STATE DISPOSAL, INC.'S PARTIAL OPPOSITION TO**
2 **PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT** in the above matter to the
3 following pursuant to Administrative Order 14-2 and to all parties registered for e-service on
4 the instant case.

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Employee of WILLIAMS & ASSOCIATES
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CLERK OF THE COURT

AOM
Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
(O) 702-473-8406
(F) 702-832-0248
Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

MATTHEW M. BIGAM; 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. I

**AMENDED AFFIDAVIT OF MAILING
OF SUMMONS AND COMPLAINT**

I HEREBY CERTIFY that service of the Amended Summons and Amended Complaint
was made this 25th day of June, 2015, by depositing a copy of the same in the U.S. Certified
Mails, postage prepaid, and addressed to:

Matthew M. Bigam
7783 Tahoe Ridge Court.
Las Vegas, NV 89139

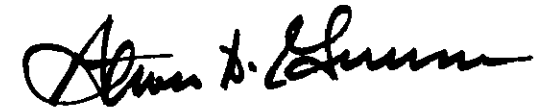
Matthew M. Bigam
1050 E. Cactus Ave. #1064
Las Vegas, Nv 89183

DATED this 25th day of June, 2015.

/s/Jennifer Case

An employee of Mike Beede, Esq.

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CLERK OF THE COURT

DFT
The Law Office of Mike Beede, PLLC
Michael Beede, Esq.
Nevada State Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
T: 702-473-8406
F: 702-832-0248
mike@legallv.com
Attorney for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

MATTHEW M. BIGAM; 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

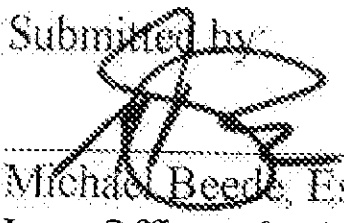
DEPT NO. I

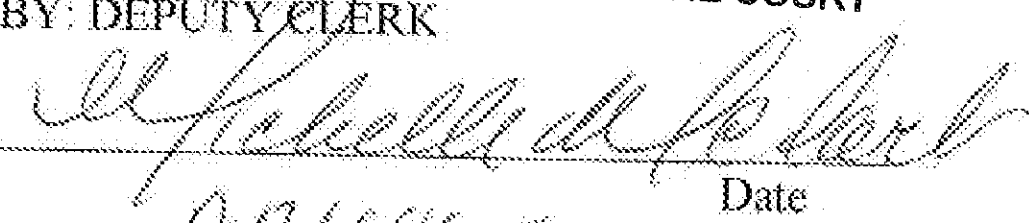
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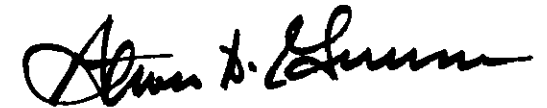
It appears from the files and records from the above entitled action, MATTHEW M. BIGAM, duly being served a copy of the Amended Summons and Amended Complaint via Publication on the June 11, 18, 25 July 2, and 9, 2015; that more than 20 days exclusive of the day of service, having expired since service upon the Defendant; that no answer or other appearance having been filed and no further time being granted, the Default of the above

1 mentioned Defendant for failing to answer or otherwise plead to the Plaintiff's Complaint shall
2 be hereby entered.

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Submitted by: 
Michael Beede, Esq.
Law Office of Michael Beede, Esq.
2300 W. Sahara Ave., #420
Las Vegas, NV 89102

STEVEN D. GRIERSON
CLERK OF THE COURT
BY: DEPUTY CLERK

Date: 9/9/2015
SEP - 9 2015
MICHELLE MCCARTHY



CLERK OF THE COURT

RIS
Michael Beede, Esq.
Law Office of Michael Beede
Bar No. 13068
2300 W. Sahara Ave., Suite 420
Las Vegas, NV 89102
Phone: 702-473-8406
Fax: 702-832-0248
mike@legallv.com
Attorney for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

DISTRICT COURT
CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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

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~~Revised 10/1/15~~

2. A lien under this section is prior to all other liens and encumbrances on a unit except:

(a) Liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes or takes subject to;

(b) A first security interest on the unit recorded before the date on which the assessment sought to be enforced became delinquent or, in a cooperative, the first security interest encumbering only the unit's owner's interest and perfected before the date on which the assessment sought to be enforced became delinquent ~~};~~, *except that a lien under this section is prior to a security interest described in this paragraph to the extent set forth in subsection 3; ~~and~~*

(c) Liens for real estate taxes and other governmental assessments or charges against the unit or cooperative ~~};~~
~~the lien is also; and~~

(d) *Liens for any fee or charge levied pursuant to subsection 1 of NRS 444.520.*

See Exhibit 1, SB 306 p.3. These changes are schedule to take effect on October 1, 2015.

Important to this motion are the changes made to NRS.116.3116(2)(c)-(d) that reference NRS 444.520, which reads as follows:

NRS 444.520 Municipal solid waste management systems: Additional fees and charges; unpaid fees and charges constitute lien against property; lien not effective until notice given.

1. The governing body of any municipality which has an approved plan for the management of solid waste may, by ordinance, provide for the levy and collection of other or additional fees and charges and require such licenses as may be appropriate and necessary to meet the requirements of NRS 444.460 to 444.610, inclusive.

3. Until paid, any fee or charge levied pursuant to subsection 1 constitutes a perpetual lien against the property served, superior to all liens, claims and titles other than liens for general taxes and special assessments. The lien is not extinguished by the sale of any property on account of nonpayment of any other lien, claim or title, except liens for general taxes and special assessments. The lien may be foreclosed in the same manner as provided for the foreclosure of mechanics' liens.

NRS 444.520.

Therefore, while it may be inferred that the legislature in their last session found it necessary to make a carve out for a lien similar to Defendant's, it is equally apparent from this change that no such carve out existed at the time of the HOA foreclosure sale.

1 Additionally, these changes also prove that Defendant's lien cannot be categorize as
2 a governmental assessment. Because if this was a governmental assessment, than it begs
3 the question, why add NRS 116.3116(2)(d) at all? There would be simply no need to make
4 this change is NRS 116.3116(2)(d) would be included in NRS 116.3116(2)(c).
5 Furthermore, it would violate the statutory interpretation axiom that every statute shall be
6 read as to give it effect. A basic principle of statutory interpretation is that courts should
7 "give effect, if possible, to every clause and word of a statute, avoiding, if it may be, any
8 construction which implies that the legislature was ignorant of the meaning of the language
9 it employed." *Montclair v. Ramsdell*, 107 U.S. 147, 152 (1883). Finding that Defendant's
10 lien is included in NRS 116.3116(c) would fly in the face of newly legislated NRS
11 116.3116(d) and would completely devoid NRS 116.3116(d) of any practical meaning.

12 Lastly, Defendant in this case is not a government entity. Republic Services is a for
13 profit organization that is contracted out by governmental agency to handle the disposal of
14 solid waste. The collection of this lien only goes to serve the continued profits of
15 Defendant and are not levied by the government. Therefore, they cannot be a government
16 assessment as described in NRS 116.3116(2)(c).

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1 **II. CONCLUSION**

2 Based on the arguments above, Plaintiffs request that the Court GRANT Plaintiffs'
3 Motion for Summary Judgment against Republic Services and find that Republic Services'
4 lien was extinguished after the HOA foreclosure sale of a NRS 116.3116 super-priority
5 lien.

6
7 Dated this 30th day of September, 2015.

8 The Law Office of Mike Beede, PLLC

9 

10 Law Office of Michael Beede
11 MICHAEL BEEDE, Esq.
12 Nevada Bar No. 13068
13 ZACHARY CLAYTON, Esq.
14 Nevada Bar No. 13464
15 2300 W. Sahara Ave. #420
16 Las Vegas, NV 89102
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years old and am not a party to this action. My business address is Law Office of Mike Beede, PLLC, 2300 W. Sahara Ave., Suite 420, Las Vegas, NV 89102.

I HEREBY CERTIFY that on this 30th day of September, 2015, pursuant to the Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, via the Eighth Judicial District Court electronic filing system the **PLAINTIFF'S REPLY IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AGAINST REPUBLIC SILVER STATE DISPOSAL, INC.**, on the following parties and those listed on the Court's Master List in said action:

Akerman LLP

Name	Email	Select
Akerman Las Vegas Office	akermanlas@akerman.com	<input checked="" type="checkbox"/>
Ariel E. Stern, Esq.	ariel.stern@akerman.com	<input checked="" type="checkbox"/>
Christine M. Parvan, Esq.	christine.parvan@akerman.com	<input checked="" type="checkbox"/>

Mike Beede Esq.

Name	Email	Select
EService	Eservicelgal1v@gmail.com	<input checked="" type="checkbox"/>

Williams & Associates

Name	Email	Select
Donald H. Williams, Esq.	dwilliams@dhwlawlv.com	<input checked="" type="checkbox"/>
Robin Gullo	rgullo@dhwlawlv.com	<input checked="" type="checkbox"/>

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of service was executed by me on the 30th day of September, 2015, in Las Vegas, Nevada.

/s/ Amanda Abril

An Employee of the Law Office of Mike Beede

**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

REPORTER: Loree Murray

PARTIES Beede, Michael, ESQ Attorney for Plaintiffs
PRESENT: Parvan, Christine Attorney for Nationstar Mortgage LLC & US
Bank NA EE
Williams, Donald H Attorney for Republic Silver State Disposal,
Inc.

JOURNAL ENTRIES

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

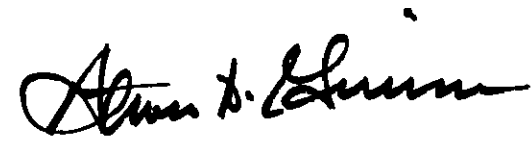
Matter reported at counsel's request. Colloquy regarding opposition, service and lien priority.
Arguments by counsel regarding the merits of the motions. Ms. Parvan requested for the parties to
engage in discovery as there were several points that needed to be addressed. COURT ORDERED,
matter CONTINUED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

PRINT DATE: 10/08/2015

Page 1 of 1

Minutes Date: October 07, 2015


CLERK OF THE COURT

1 **NECC**
2 MICHAEL N. BEEDE, ESQ.
3 Nevada State Bar No. 13068
4 ZACHARY CLAYTON, ESQ.
5 Nevada State Bar No. 13464
6 **THE LAW OFFICE OF MIKE BEEDE, PLLC**
7 2300 W Sahara Ave., Suite 420
8 Las Vegas, NV 89102
9 Telephone (702) 473-8406
10 Facsimile (702) 832-0248
11 Attorneys for Plaintiff

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

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

13 Plaintiffs,

14 vs.

15 MATTHEW M. BIGAM; and CORONADO
16 RANCH LANDSCAPE MAINTENANCE
17 CORPORATION; and REPUBLIC
18 MORTGAGE; and REPUBLIC
19 MORTGAGE LLC; and U.S. BANK
20 NATIONAL ASSOCIATION as Trustee for
21 the Certificateholders of Citigroup Mortgage
22 Loan Trust Inc., Mortgage pass-through
23 certificates, Series 2007-AR7; and BANK OF
24 AMERICA NA; and NATIONSTAR
25 MORTGAGE, LLC; and REAL TIME
26 RESOLUTIONS, INC.; and REPUBLIC
27 SILVER STATE DISPOSAL, INC.; and ROE
28 CORPORATIONS I-V, inclusive,

Defendants.

CASE NO. A-14-710465-C

DEPT NO. IV

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TO: DONALD H. WILLIAMS, ESQ., WILLIAMS & ASSOCIATES, Attorney for
Defendant Republic Silver State Disposal, Inc.

You are invited to bring your files and participate in the conference.

Dated this 13th day of October, 2015.

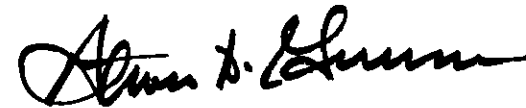
/s/Michael N. Beede
Michael N. Beede, Esq.
Nevada Bar No. 13068
Zachary Clayton, Esq.
Nevada Bar No. 13464
2300 W Sahara Ave., Suite 420
Las Vegas, NV 89102
Telephone (702) 473-8406
Facsimile (702) 832-0248
Attorney for Plaintiff

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of The Law Office of Mike Beede, PLLC and that on the 13th day of October, 2015, I did cause a true and correct copy of the foregoing **NOTICE OF EARLY CASE CONFERENCE** to be served upon each of the parties listed below via electronic service through the Eighth Judicial District Court's Odyssey E-File and Serve System:

Akerman LLP			
Name	Email	Select	
Akerman Las Vegas Office	akermanlas@akerman.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Aniel E. Stern, Esq.	aniel.stern@akerman.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Christine M. Parvan, Esq.	christine.parvan@akerman.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mike Beede Esq.			
Name	Email	Select	
EService	EServiceLegally@gmail.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Williams & Associates			
Name	Email	Select	
Donald H. Williams, Esq.	dwilliams@dhwdawlv.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Robin Gullo	rgullo@dhwdawlv.com	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

By: /s/Garrett R. Chase
An Employee of The Law Offices of
Mike Beede, PLLC



CLERK OF THE COURT

JCCR

MICHAEL N. BEEDE, ESQ.

Nevada State Bar No. 13068

ZACHARY CLAYTON, ESQ.

Nevada State Bar No. 13464

THE LAW OFFICE OF MIKE BEEDE, PLLC

2300 W Sahara Ave., Suite 420

Las Vegas, NV 89102

eservice@legallv.com

Telephone (702) 473-8406

Facsimile (702) 832-0248

Attorney for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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. I

JOINT CASE CONFERENCE REPORT

DISCOVERY PLANNING/DISPUTE CONFERENCE

REQUESTED: NO

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SETTLEMENT CONFERENCE REQUESTED: NO

A Settlement Conference is not requested at this time; however, parties herein reserve the right to request a settlement conference as Discovery continues.

I.

PROCEEDINGS PRIOR TO CASE CONFERENCE REPORT

A. DATE OF FILING OF COMPLAINT:

Plaintiff's Complaint: December 1, 2014.

B. DATE OF FILING OF ANSWER BY EACH DEFENDANT:

Defendant, Republic Silver State Disposal, Inc., Answer to Plaintiff's Complaint:
April 22, 2015.

C. DATE THAT EARLY CASE CONFERENCE WAS HELD AND WHO ATTENDED:

The Early Case Conference was held on October 15, 2015 at 1:00 P.M. PM at The Law Office of Mike Beede, 2300 West Sahara Avenue, Suite 420, Las Vegas, NV 89102 between Zachary Clayton, Esq., The Law Office of Mike Beede, LLC, Attorney for Plaintiff, Christine M. Parvan, Esq., Akerman LLP, Attorney for Defendants Nationstar Mortgage, LLC and U.S. Bank, N.A., and Donald H. Williams, Esq., Williams & Associates, Attorney for Defendant Republic Silver State Disposal, Inc.

II.

A BRIEF DESCRIPTION OF THE NATURE OF THE ACTION AND EACH CLAIM FOR RELIEF OR DEFENSE: [16.1 (c)(1)]

A. DESCRIPTION OF THE ACTION:

Quiet Title Action.

B. CLAIMS FOR RELIEF:

1. Plaintiff seeks a determination from this Court, pursuant to NRS 40.010 that the plaintiffs are the rightful owners of the property and that defendant has no right, title, interest, or claim to the subject property.

1 2. Plaintiff seeks declaratory relief from his court, pursuant to NRS 40.010 that tiles in
2 the property is vested in plaintiffs free and clear of all liens and encumbrances and
3 that the defendant is forever enjoined from asserting any estate, title, right, interest, or
4 claim to the subject property adverse to the plaintiffs.

5 **C. AFFIRMATIVE DEFENSES:**

6 **Defendants Republic Silver State Disposal, Inc. Defenses:**

- 7 1. Regardless of any dispute between Plaintiff and other Defendants, Republic's liens
8 enjoy priority over the liens of Plaintiff and of other Defendants and are not
9 extinguished by foreclosure pursuant to NRS 444.520(3) and any other relevant
10 statutes and/or city or county ordinances.
- 11 2. Pursuant to NRCP 11, as amended, all possible affirmative defenses may not have
12 been alleged herein insofar as sufficient facts were not available after reasonable
13 inquiry upon the filing of Defendant's Answer, and therefore, Defendant reserves the
14 right to amend this Answer to allege additional affirmative defenses, if subsequent
15 investigation warrants.

16 **III.**

17 **LIST OF ALL DOCUMENTS, DATA COMPILATIONS**
18 **AND TANGIBLE THINGS IN THE POSSESSION, CUSTODY OR**
19 **CONTROL OF EACH PARTY WHICH WERE IDENTIFIED OR PROVIDED**
20 **AT THE EARLY CASE CONFERENCE OR AS A RESULT**
21 **THEREOF: [16.1 (a)(1)(B) & 16.1 (c)(4)]**

22 The parties agreed to exchange 16.1 initial disclosures on or before October 29, 2015.

23 The parties reserve all rights to object to the authenticity, genuineness, reasonableness
24 and necessity of any and all documents offered by any party to this suit. The parties reserve the
25 right to rely upon documents disclosed by any party to the instant case.

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IV.

**LIST OF PERSONS IDENTIFIED BY EACH PARTY AS LIKELY
TO HAVE INFORMATION DISCOVERABLE UNDER RULE 26(b),
INCLUDING IMPEACHMENT OR REBUTTAL WITNESSES:**

[16.1 (a)(1)(A) & 16.1(c)(3)]

The parties agreed to exchange 16.1 initial disclosures on or before October 29, 2015.

V.

DISCOVERY PLAN: [16.1 (b)(2) & 16.1 (c)(2)]

A. What changes, if any, should be made in the timing, form or requirements for disclosures under 16.1(a):

1. None.

2. When disclosures under 16.1(a)(1) were made or will be made:

1. Initial disclosures: October 29, 2015

B. Subjects on which discovery may be needed:

1. Any and all claims and allegations related to the Plaintiff's complaint, or the affirmative defenses raised by Defendants in their answers.

2. Any and all claims and allegations related to Defendant's, Republic Silver State Disposal, Inc., counterclaims and cross-claims.

C. Should discovery be conducted in phases or limited to or focused upon particular issues?

No.

D. What changes, if any, should be made in limitations on discovery imposed under these rules and what, if any, other limitations should be imposed?

None.

E. What, if any, other orders should be entered by the Court under Rule 26(c) or Rule 16(b) and (c):

None.

///

2-3 days bench trial.

DISCOVERY AND MOTION DATES [16.1 (c)(5) – (8)]

1. Close of discovery: October 14, 2016
2. Final date to file motions to amend pleadings or add parties (without a further Court Order): July 15, 2016
3. Final dates for expert disclosures:
 - i. Initial disclosure: July 15, 2016
 - ii. Rebuttal disclosures: August 15, 2016
4. Final date to file dispositive motions: November 11, 2016

JURY DEMAND [16.1(c)(10)]

VIII.

The parties reserve all rights to object to the authenticity, genuineness, reasonableness and necessity of any and all documents offered by any party to this suit.

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IX.

STIPULATIONS

None.

This report is signed in accordance with Rule 26(g)(1) of the Nevada Rules of Civil Procedure. Each signature constitutes a certification that to the best of the signer's knowledge, information and belief, formed after a reasonable inquiry, the disclosures made by the signer are complete and correct as of this time.

DATED this 23 day of Nov., 2015.

THE LAW OFFICE OF MIKE BEEDE

By 

MICHAEL N. BEEDE, ESQ.

Nevada Bar No. 13068

ZACHARY CLAYTON, ESQ.

Nevada Bar No. 13464

2300 W. Sahara Avenue, Suite 420

Las Vegas, Nevada 89102

Attorney for Plaintiff

DATED this 11 day of Nov., 2015.

WILLIAMS & ASSOCIATES

By 

DONALD H. WILLIAMS, ESQ.

Nevada Bar No. 5548

612 South Tenth Street

Las Vegas, Nevada 89101

Attorney for Defendant (Republic Silver State Disposal, Inc.)

DATED this 23 day of Nov., 2015.

AKERMAN LLP

By  #8256 for

CHRISTINE PARVAN, ESQ.

Nevada Bar No. 10711

1160 Town Center Drive, Suite 330

Las Vegas, Nevada 89144

Attorneys for Defendant (Nationstar Mortgage, LLC and U.S. Bank, N.A.)


CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that I am employed in the County of Clark, State of Nevada, am over the age of 18 years old and am not a party to this action. My business address is Law Office of Mike Beede, PLLC, 2300 W. Sahara Ave., Suite 420, Las Vegas, NV 89102.

I HEREBY CERTIFY that on this 25 day of November, 2015, pursuant to the Eighth Judicial District Court Administrative Order 14-2 and EDCR 8.05(i), I electronically served, via the Eighth Judicial District Court electronic filing system and in place of service by mail the **Joint Case Conference Report**, on the following parties and those listed on the Court's Master List in said action:

<u>Select All</u> <u>Select None</u>		
Akerman LLP		
Name	Email	Select
Akerman Las Vegas Office	akermanias@akerman.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Ariel E. Stern, Esq.	ariel.stern@akerman.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Christine M. Parvan, Esq.	christine.parvan@akerman.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Mike Beede Esq.		
Name	Email	Select
EService	EServiceLegalLV@gmail.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Williams & Associates		
Name	Email	Select
Donald H. Williams, Esq.	dwilliams@dhwlawlv.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Robin Gullo	rgullo@dhwlawlv.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Williams & Associates		
Name	Email	Select
Drew Starbuck, Esq.	dstarbuck@dhwlawlv.com	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>

I certify under penalty of perjury that the foregoing is true and correct and that this Certificate of service was executed by me on the 25 day of November, 2015, in Las Vegas, Nevada.


An Employee of the Law Office of Mike Beede

NOR

**DISTRICT COURT
CLARK COUNTY, NEVADA**

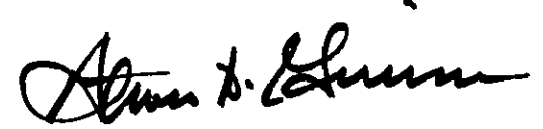
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ANTHONY S. NOONAN IRA, LLC; and
LOU NOONAN; and JAMES M. ALLRED
IRA, LLC

Plaintiff,

vs.

MATHEW M. BIGAM; and REPUBLIC
MORTGAGE; and REPUBLIC
MORTGAGE LLC; and U.S BANK
NATIONAL ASSOCAITION as Trustee for
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.



CLERK OF THE COURT

CASE NO: A710465

DEPARTMENT IV

NOTICE OF RESCHEDULING OF HEARING

Please be advised that the date and time of hearings set before the **Honorable Kerry Earley** have changed. All Motions presently scheduled for **February 3, 2016 at 9:00AM**, have been **rescheduled to March 2, 2016 at 9:00AM**. Please note this date and time change on your calendar(s).

By: _____


Kelly Tibbs

Judicial Executive Assistant

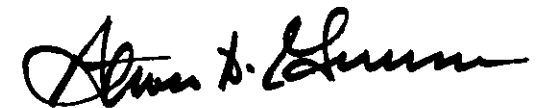
CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, I caused the foregoing Notice to be served by electronic filing, facsimile, e-mail, by placing a copy in the attorney's folder on the 1st floor of the Regional Justice Center, or by mailing to:

Michael N. Beede, Esq. – The Law Office of Mike Beede
Donald H. Williams, Esq. - Williams and Associates
Christine Parvan, Esq. - Akerman



Kelly Tibbs, Judicial Executive Assistant



CLERK OF THE COURT

DSO

DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

v.

CASE NO. A710465
DEPT NO. IV

MATTHEW M. BIGAM; 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.

SCHEDULING ORDER

(Discovery/Dispositive Motions/Motions to Amend or Add Parties)

NATURE OF ACTION: **Quiet title**

DATE OF FILING JOINT CASE CONFERENCE REPORT(S): **11/25/15**

TIME REQUIRED FOR TRIAL: **2-3 days**

DATES FOR SETTLEMENT CONFERENCE: **None Requested**

Counsel for Plaintiffs:

Zachary Clayton, Esq., The Law Office of Mike Beede

Counsel for Defendant REPUBLIC SILVER STATE DISPOSAL, INC.:

Donald H. Williams, Esq., Williams & Associates

. . .

RECEIVED

JAN 08 2016

CLERK OF THE COURT

DISCOVERY
COMMISSIONER

EIGHTH JUDICIAL
DISTRICT COURT

1 Counsel representing all parties have been heard and after
2 consideration by the Discovery Commissioner,
3

4 IT IS HEREBY ORDERED:

5 1. all parties shall complete discovery on or before
6 10/14/16.

7 2. all parties shall file motions to amend pleadings or
8 add parties on or before 7/15/16.

9 3. all parties shall make initial expert disclosures
10 pursuant to N.R.C.P. 16.1(a)(2) on or before 7/15/16.

11 4. all parties shall make rebuttal expert disclosures
12 pursuant to N.R.C.P. 16.1(a)(2) on or before 8/15/16.

13 5. all parties shall file dispositive motions on or
14 before 11/10/16.

15 Certain dates from your case conference report(s) may have
16 been changed to bring them into compliance with N.R.C.P. 16.1.

17 Within 60 days from the date of this Scheduling Order, the
18 Court shall notify counsel for the parties as to the date of
19 trial, as well as any further pretrial requirements in addition
20 to those set forth above.

21 Unless otherwise directed by the court, all pretrial
22 disclosures pursuant to N.R.C.P. 16.1(a)(3) must be made at
23 least 30 days before trial.

24 . . .

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**DISCOVERY
COMMISSIONER**

Motions for extensions of discovery shall be made to the Discovery Commissioner in strict accordance with E.D.C.R. 2.35. Discovery is completed on the day responses are due or the day a deposition begins.

Unless otherwise ordered, all discovery disputes (except disputes presented at a pre-trial conference or at trial) must first be heard by the Discovery Commissioner.

Dated this 7 day of January, 2016.

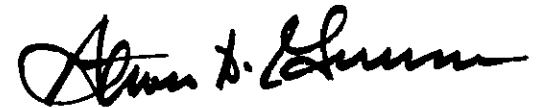

DISCOVERY COMMISSIONER

CERTIFICATE OF SERVICE

I hereby certify that on the date filed, I placed a copy of the foregoing DISCOVERY SCHEDULING ORDER in the attorney folder(s), mailed or e-served as follows:

Zachary Clayton, Esq.
Donald H. Williams, Esq.

Natlie Lehen
COMMISSIONER DESIGNEE



CLERK OF THE COURT

OSBT

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 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.: A710465
DEPT. NO.: IV

ORDER SETTING CIVIL BENCH TRIAL

IT IS HEREBY ORDERED THAT:

A. The above entitled case is set to be tried on a Five week stack to begin, **Monday, January 3, 2017, at 9:00 a.m.**

B. Counsel is advised that any motion to withdraw must be filed prior to **June 27, 2016**. After that date, Counsel may **only** be relieved from representation by substitution of new counsel. Additionally, new counsel is advised that substituting in as new counsel **shall not be grounds** for a continuance of the trial date.

C. All discovery deadlines, deadlines for filing dispositive motions and motions to amend the pleadings or add parties are controlled by the previously issued Scheduling Order.

1 D. All other pre-trial motions, including motions in limine, must be in writing and filed
2 no later than 45 days prior to trial, and must be heard not less than 14 days prior to trial (see EDCR
3 2.47). Orders shortening time will not be signed except in extreme emergencies. An upcoming trial
4 date is not an extreme emergency.
5

6 Regarding motions in limine, the Court is concerned with attorneys who wait until
7 too close to motion deadlines to hold meaningful conferences pursuant to EDCR 2.47(b); prompting
8 the filing of many form motions and/or a standard omnibus motion in limine, with little or no
9 particularized reference to the facts of the matter going to trial. Often the motions merely ask that
10 settled law be enforced at trial. A motion in limine is moving counsel's opportunity to raise prior to
11 trial those few evidentiary issues which the particular facts of the instant case are likely to raise.
12 Also, in those instances where the deadline for dispositive motions has preceded the limine cutoff,
13 the motion in limine should not be a motion for summary judgment that was not timely filed.
14

15 E. A Pre-Trial Conference/Calendar Call with the designated attorneys and/or parties in
16 proper person will be held on **Wednesday, December 14, 2016 beginning at 11:00 A.M.** in
17 courtroom 16B. The chief trial attorney must be in attendance at this hearing and should have access
18 to his/her calendar availability for trial dates during the next six months. Be prepared to discuss in
19 detail how much time you will require for your trial.
20

21 F. The date for filing of the Joint Pre-Trial Memorandum, proposed voir dire, and a set
22 of cited and a set of uncited proposed jury instructions will be given at the Pretrial Conference. All
23 parties (Attorneys and parties in Proper Person) **MUST** comply with **ALL REQUIREMENTS** of
24 EDCR 2.67.
25

26 **Failure of the designated trial attorney or any party appearing in proper person to**
27 **appear for any court appearances or to comply with this Order shall result in any of the**
28

1 following: (1) dismissal of the action (2) default judgment; (3) monetary sanctions; (4) vacation
2 of trial date; and/or any other appropriate remedy or sanction.
3

4 Counsel is required to advise the Court immediately when the case settles or is otherwise
5 resolved prior to trial. A stipulation which terminates a case by dismissal shall also indicate whether
6 a Scheduling Order has been filed and, if a trial date has been set, the date of that trial. A copy
7 should be given to Chambers.
8


9 DATED this 3 day of February, 2016.

10 
11 KERRY L. EARLEY, DISTRICT COURT JUDGE
12

13
14 **CERTIFICATE OF SERVICE**
15

16 I hereby certify that on or about the date filed, I electronically served, mailed, or placed a copy of
17 this order in the attorney's folder on the first floor of the Regional Justice Center as follows:

18 Zachary Clayton, Esq. - The Law Office of Mike Beede
19 Donald H. Williams, Esq. - Williams and Associates
20 Christine M. Parvan, Esq. - Akerman
21

22 
23 Kelly Tibbs
24 Judicial Executive Assistant
25
26
27
28

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

March 02, 2016

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

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

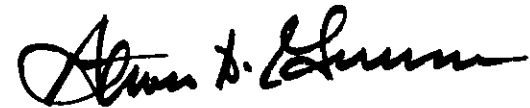
PARTIES

PRESENT: Beede, Michael, ESQ Attorney for the Pltf
Schmidt, Allison Attorney for the Deft
Williams, Donald H Attorney for the Deft

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)



CLERK OF THE COURT

MSJ
MICHAEL BEEDE, Esq.
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DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

vs.

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. I

**PLAINTIFFS' SUPPLEMENT IN
SUPPORT OF THEIR MOTION FOR
SUMMARY JUDGMENT**

Plaintiffs Anthony S. Noonan IRA, LLC; Lou Noonan and James M. Allred IRA, LLC
(Collectively "Plaintiffs"), by and through their attorney of record, the Law Office of Mike
Beede, hereby file their Supplement in Support of their Motion for Summary Judgment

1 **I. INTRODUCTION.**

2 Plaintiffs acquired the subject property on July 21, 2014 at a public lien foreclosure sale
3 conducted by Nevada Legal News on behalf of Coronado Ranch Landscape Maintenance
4 Association (the “HOA”). Plaintiffs subsequently filed this quiet title action on December 1,
5 2014. On September June 10, 2015 the Court held a hearing on Plaintiffs’ motion for summary
6 judgment. Defendants Nationstar and US Bank opposed Plaintiffs’ motion and requested
7 additional time to conduct discovery. The Court reset the hearing date for February 2, 2016 in
8 order to give Defendants an additional four months to conduct discovery. The February 2
9 hearing date was then reset on the Court’s own motion to March 3, 2016. At the March 3
10 hearing, Defendants did not indicate that they had conducted any additional discovery and could
11 not point to any defect in the underlying sale. The Court held that no additional time for
12 discovery would be allowed but did give the parties until March 30 to file supplemental briefs to
13 address the impact of a recent Nevada Supreme Court decision involving HOA foreclosures. It
14 is clear from the undisputed facts when viewed in light of the controlling law mandate summary
15 judgment in favor of Plaintiffs.

16 On January 28, 2016 the Nevada Supreme Court issued an opinion stating that “in
17 appropriate cases” a Nevada District Court has the equitable authority to set aside a “defective”
18 HOA foreclosure sale, notwithstanding the sale may be valid at law. *Shadow Wood*
19 *Homeowner’s Association, Inc. v. New York Community Bancorp, Inc.*, 132 Adv. Op. 5 (January
20 28, 2016) (*Shadow Wood*). *Shadow Wood* did not establish new law. It merely confirmed what
21 a District Court in Nevada has always had, the discretion to grant equitable relief.

22 Similarly, *Shadow Wood* does not stand for the broad proposition that lenders are now
23 automatically entitled to proceed to trial against all parties in every HOA foreclosure case merely
24 because they utter the word “equity”. To be sure, the Supreme Court specifically cites authority
25 allowing a Court to use “equitable relief” to *grant* a party’s summary judgment motion and
26 protect it from the unnecessary time and expense of trial. “*Federal Practice & Procedure: Civil*
27 *§ 2731* (3d ed. 2014) (“if there are no triable fact issues and the court believes equitable relief is
28 warranted, it is fully empowered to grant it on a Rule 56 motion”).”

1 Plaintiffs anticipate that certain arguments which have not been previously been made by
2 Defendants in this case will be raised in their supplement. To that end, Plaintiffs will first detail
3 why summary judgment is appropriate in their favor and then will address a myriad of arguments
4 which are expected to be advanced by Defendants.

5 **II. STATEMENT OF UNDISPUTED FACTS**

6 Plaintiffs are the owners of the real property commonly known as 7883 Tahoe Ridge
7 Court, Las Vegas, Nevada. Plaintiffs obtained title to the subject property by way of a
8 foreclosure deed issued pursuant to NRS 116 on July 23, 2014 at a sale conducted by
9 Foreclosure Trustee, Red Rock Financial Services. Plaintiffs paid \$50,100.00 for the subject
10 property. A copy of the Foreclosure Deed, recorded on July 25, 2014, is attached hereto as
11 Exhibit 1 and the Receipt of Funds is Attached as Exhibit 2. The Plaintiffs' title derives from a
12 deed arising from a delinquency in assessments due from the former owner, Matthew M. Bigam
13 to Coronado Ranch Landscape Maintenance Corporation. (See: *Exhibit 1*) The Trustee's Deed
14 Upon Sale contains the following deed recital:
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16

17
18 This conveyance is made pursuant to the powers conferred upon agent by
19 Nevada Revised Statutes, the Coronado Ranch Landscape Maintenance
20 Corporation governing documents (CC&R's) and that certain Lien for
21 Delinquent Assessments, described herein. Default occurred as set forth in a
22 Notice of Default and Election to Sell, recorded on 06/21/2011 as instrument
23 number 0002390 Book 20110621 which was recorded in the office of the
24 recorder of said county. Red Rock Financial Services has complied with all
25 requirements of law including, but not limited to, the elapsing of 90 days,
26 mailing of copies of Lien for Delinquent Assessments and Notice of Default
27 and the posting and publication of the Notice of Sale. Said property was sold
28 by said agent, on behalf of Coronado Ranch Landscape Maintenance
Corporation at public auction on 07/21/2014, at the place indicated on the
Notice of Sale. Grantee being the highest bidder at such sale became the
purchaser of said property and paid therefore to said agent the amount bid
\$50,100.00 in lawful money of the United States, or by satisfaction, pro tanto,
of the obligations then secured by the lien for Delinquent Assessment.

Exhibit 1.

1 Mortgage Electronic Registration Systems, Inc. was named beneficiary of a deed of trust
2 granted by Defendant Matthew M. Bigam, which was recorded as an encumbrance to the subject
3 property on February 20, 2007 as instrument number 200702200004388 (Exhibit 3). Mortgage
4 Electronic Registration Systems, Inc. assigned the beneficial interest created by this deed of trust
5 to U.S. Bank National Association as Trustee for the Certificateholders of Citigroup Mortgage
6 Loan Trust Inc. ("US Bank") by an Assignment of Deed of Trust recorded on October 12, 2011
7 as instrument number 201110120000574 (Exhibit 4). Bank of America, NA conveyed the
8 beneficial interest under this same deed of trust to Nationstar Mortgage, LLC ("Nationstar") by
9 an assignment recorded on August 16, 2013 as instrument Number 201308160000512 (Exhibit
10
11

12 Defendants US Bank and Nationstar have not alleged any lack of notice, nor have any
13 allegations been made that the sale was non-compliant with the statutory requirements found in
14 NRS 116. NRS 116 lays out the requirements for an association to foreclose on an NRS 116
15 Lien:
16

17 Pursuant to NRS 116.31162, A Notice of Delinquent Assessment (NODA) must be
18 mailed (by certified/registered mail, return receipt requested) to the unit/property's owner or
19 his/her successor in interest. This notice must also contain a description of the unit/property
20 against which the lien is imposed and the name of the record owner of the unit/property.
21 Attached as Exhibit 6 is a copy of the NODA which complies with NRS 116.31162, recorded on
22 April 26, 2011. The NODA is accompanied by mailing receipts to Bigams.
23

24 Pursuant to NRS 116.31163, after recording the Notice of Default and Election to Sell,
25 the HOA is required to mail a copy of the Notice of Default and Election to Sell to any person
26 which falls into any of the three categories described therein. Attached as Exhibit 7 is the Notice
27
28

1 of Default accompanied by all mailing receipts dated June 27, 2011 addressed to each party with
2 a recorded interest in the property at the time of the mailings.

3 After the 90-day period has expired, but before selling the unit/property, the association
4 must also give notice of the time and place of the sale. Once the NRS 116.31163 requirements
5 are met, if the lien has not been paid off within 90 days, the HOA may continue with the
6 foreclosure process. See NRS 116.31162(1)(c). As a prerequisite to sale, the HOA must mail a
7 Notice of Sale to all parties with a recorded interest. Additionally, the association must mail the
8 notice of the sale to: each person entitled to receive a copy of the notice of default and election to
9 sell under NRS 116.31163, any holder of a recorded security interest or the purchaser of the
10 unit/property, and the Ombudsman. Attached as Exhibit 8 is the Notice of Sale accompanied by
11 all relevant proofs of service to each relevant party.

12 NRS 116.3116 grants HOA liens priority over a first deed of trust for “assessments for
13 common expenses based on the periodic budget adopted by the association pursuant to NRS
14 116.3116 **which would have become due in the absence of acceleration during the 9 months**
15 **immediately preceding institution of an action to enforce the lien”** (Emphasis Added) The
16 Nevada Supreme Court defined an “an action to enforce the lien” as the mailing of the notice of
17 delinquent assessment when it stated that "NRS 116 does not require an association to take any
18 particular action to enforce its lien, but [only] that it institutes 'an action, which includes the
19 HOA taking action under NRS 116.31162 to initiate the nonjudicial foreclosure process” *SFR*
20 *Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408, 2014 Nev. LEXIS 88, 130 Nev. Adv. Rep.
21 75 (Nev. 2014) (internal citations and quotations omitted). As demonstrated above, the NODA
22 was recorded on April 26, 2011 and mailed on May 13, 2011. The total amount which came due
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24
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1 in the nine months preceding the mailing and recording of the NODA was \$216.00. That amount
2 was entitled to priority over any deed of trust on the subject property.

3 In a letter dated July 25, 2011 counsel of Bank of America sent a letter to the HOA,
4 quoting NRS 116.3116:
5

6 The lien is also prior to all security interests described in paragraph (b) to the extent of the
7 assessments for common expenses...which would have become due in the absence of acceleration
8 during the 9 months immediately preceding institution of an action to enforce the lien.

9 (Exhibit 10)

10 The letter further clarifies that Bank of America was aware that “For purposes of
11 calculating the nine-month period, the trigger date is the date the HOA sought to enforce the
12 lien.” The letter goes on to request payment information regarding the HOA lien.
13

14 In response, the HOA, through its agent, Red Rock Financial Services, sent a letter dated
15 August 10, 2011 detailing the balance owed to the HOA, along with a letter which clearly
16 delineated that the total for all assessments which came due in the 9 months preceding NODA
17 was \$216.00. (Exhibit 11)

18 In a letter dated August 26, 2011, Counsel for Bank of America sent a letter in response
19 which stated in relevant part:
20

21 Our client has authorized us to make payment to you in the amount of \$162.00 to satisfy its obligations to
22 the HOA as a holder of the first deed of trust against the property. Thus, enclosed you will find a
23 cashier's check made out to Red Rock Financial Services in the sum of \$162.00, which represents the
24 maximum 9 months worth of delinquent assessments recoverable by an HOA. This is a non-negotiable
25 amount and any endorsement of said cashier's check on your part, whether express or implied, will be
26 strictly construed as an unconditional acceptance on your part of the facts stated herein and express
27 agreement that BANA's financial obligations towards the HOA in regards to the real property located at
28 7883 Tahoe Ridge Court have now been “paid in full”.

(Exhibit 12)

1 As a result of the “non-negotiable” deficient payment, coupled with the condition that
2 “any endorsement of said cashier’s check...will be strictly construed as an unconditional
3 acceptance on your part of the facts stated herein and express agreement that BANA’s financial
4 obligations towards the HOA...have now been paid in full,” Red Rock Financial refused the
5 payment.
6

7 It is important to note that at the time that these letters were exchanged, none of Bank of
8 America, US Bank, or Nationstar held any recorded interest in the subject property. US Bank
9 was assigned its interest in the subject property on October 3, 2011 (Exhibit 4). Nationstar
10 recorded its on July 30, 2013. Each interest was obtained after the recording of the Notice of
11 Default on June 21, 2011, and each party took their interest with notice of the underlying,
12 uncured, HOA lien. None of the defendants or their predecessors made any further
13 communication with the HOA or its agent. None sought injunctive relief or filed a lis pendens.
14 Despite receiving notices of the eventual sale, none of the defendants took any action
15 whatsoever. Plaintiffs then purchased the property and initiated the instant suit to quiet title.
16
17

18 In short, the instant case is exactly the kind which is ripe for adjudication by way of
19 Summary Judgment. There are no disputed material facts, nor are there any questions as to
20 matters of controlling law. As such, Plaintiffs respectfully urge the court to grant summary
21 judgment in its favor and quiet title of this property.
22
23

24 **III. SUMMARY JUDGEMENT STANDARD**

25 “That an action seeks declaratory or equitable relief does not prevent its adjudication on
26 summary judgment.” *Shadow Wood Homeowners Ass’n v. New York Cmty. Bancorp. Inc.*, 2016
27 Nev. LEXIS 5 (Nev. Jan. 28, 2016) Summary judgment “is appropriate where there is no legally
28

1 sufficient evidentiary basis for a reasonable jury to find for the nonmoving party.” *Alberter v.*
2 *McDonald’s Corp.*, 70 F. Supp. 2d 1138, 1141 (D. Nev. 1999); *Maes v. Henderson*, 33 F. Supp.
3 2d 1281, 1285–86 (D. Nev. 1999). NRCP 56(c) and the current version of FRCP 56(a) establish
4 two basic substantive requirements for the entry of summary judgment: (1) there must be no
5 genuine issue as to any material fact; and (2) the moving party must be entitled to judgment as a
6 matter of law. *Beard v. Banks*, 548 U.S. 521, 529 (2006); *Delgado v. Am. Family Ins. Group*, 217
7 P.3d 563, 568 (Nev. 2009); *ASAP Storage, Inc. v. City of Sparks*, 173 P.3d 734, 738 (Nev. 2007).

8
9 The mere existence of some issue of fact does not necessarily preclude summary judgment.
10 *Scott v. Harris*, 550 U.S. 372, 380 (2007); *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1030 (2005).
11 The 1986 United States Supreme Court summary judgment trilogy emphasized that to prevent
12 summary judgment, a factual issue must be “genuine.” See *Anderson v. Liberty Lobby, Inc.*, 477
13 U.S. 242, 247–48 (1986); *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574, 586–
14 87 (1986), cert. denied, 481 U.S. 1029 (1987); *Sustainable Growth Initiative Comm. v. Jumpers,*
15 *LLC*, 128 P.3d 452, 458 (2006); *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1030 (2005).

16
17 The Court is required to view the facts in the light most favorable to the non-moving party
18 only if there is a “genuine” dispute with respect to those facts. See *Ricci v. DeStefano*, 557 U.S.
19 557, 585 (2009); *Scott v. Harris*, 550 U.S. 372 (2007); *Farrakhan v. Gregoire*, 590 F.3d 989, 1014
20 (9th Cir. 2010). A trial court is not obligated to draw all possible inferences in the nonmoving
21 party’s favor—only all reasonable inferences. *Villiarimo v. Aloha Island Air, Inc.*, 281 F.3d 1054
22 (9th Cir. 2002). When the opposing party offers no direct evidence of a genuine issue of material
23 fact, inferences may be drawn only if they are reasonable in light of the other undisputed
24 background or contextual facts and if they are permissible under the governing substantive law.
25 *Nev. Power Co. v. Monsanto Co.*, 891 F. Supp. 1406 (D. Nev. 1995). On appeal, this court is
26
27
28

1 "required to determine whether the trial court erred in concluding that an absence of genuine issues
2 of material fact justified its granting of summary judgment." *Bird v. Casa Royale West*, 97 Nev.
3 67, 68, 624 P.2d 17, 18 (1981). A party opposing summary judgment may not rely on the
4 allegations of his pleadings to raise a material issue of fact where the moving party supports his
5 motion with competent evidence. *Garvey v. Clark County*, 91 Nev. 127, 130, 532 P.2d 269, 271
6 (1975). *Barmettler v. Reno Air, Inc.*, 114 Nev. 441.

8 Where the only evidence presented of fact issues is self-serving and uncorroborated, the
9 court is not bound to find the issues to be "genuine." See *DuBois v. Ass'n of Apartment Owners of*
10 *2987 Kalakaua*, 453 F.3d 1175, 1180 (9th Cir. 2006); *Villiarimo v. Aloha Island Air, Inc.*, 281
11 F.3d 1054, 1061 (9th Cir. 2002); *Nepomuceno v. Holder*, 2010 U.S. Dist. LEXIS 77931 at **6–7
12 (D. Nev. July 30, 2010); *Garden City Boxing Club, Inc. v. Gonzalez*, 2009 U.S. Dist. LEXIS 29854
13 at **3–4 (D. Nev. Mar. 24, 2009). This Court clarified in the case of *Aldabe v. Adams*, "When
14 Rule 56 speaks of a 'genuine' issue of material fact, it does so with the adversary system in mind.
15 The word 'genuine' has moral overtones. We do not take it to mean a fabricated issue." 81 Nev.
16 280, 285, 402 P.2d 34, 37 (1965) (overturned on an unrelated basis). The nonmoving party "is
17 not entitled to build a case on the gossamer threads of whimsy, speculation, and conjecture."
18 *Collins v. Union Fed. Savings & Loan*, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983).

22 **IV. LEGAL ARGUMENT**

24 *Shadow Wood* emphasizes that, in equity, each party's particular knowledge and status is
25 of utmost importance. With regard to the purchaser at an HOA sale the Court said: "This
26 includes considering the status and actions of all parties involved, including whether an innocent
27 party may be harmed by granting the desired relief." *Smith v. United States*, 373 F.2d 419, 424
28

1 (4th Cir. 1966). ("Equitable relief will not be granted to the possible detriment of innocent third
2 parties."); *see also In re Vlasek*, 325 F.3d 955, 963 (7th Cir. 2003) ("It is an age-old principle
3 that in formulating equitable relief a court must consider the effects of the relief on innocent third
4 parties."); *Riganti v. McElhinney*, 56 Cal. Rptr. 195, 199 (Ct. App. 1967) ("[E]quitable relief
5 should not be granted where it would work a gross injustice upon innocent third parties.")." *Shadow Wood* at 21.

7 Further analysis of the Supreme Court's guidance on equitable relief, and of the status
8 and knowledge of the particular parties in this case, follows.

10 **A. Defendants Failed Tender Attempt Does Not Limit the HOA Lien's Priority**

12 While "tender" has not been well defined by Nevada Courts, the *Am Jur 2d* provides this
13 honorable court with guidance:

15 A "tender" is an offer of payment that is coupled either with ***no***
16 ***conditions*** or only with conditions upon which the tendering party
has a right to insist.

17 ...

18 The universal rule is that a tender upon condition for which there is
19 no foundation in the contractual relation between the parties is
20 ineffective, or as sometimes expressed, a tender must be without
conditions to which the creditor can have a valid objection or which
will be prejudicial to his or her rights. Thus, where there is nothing
in the contractual relation between the parties to warrant it...

21 *74 Am Jur 2d Tender § 24*

22 Stated differently, the Supreme Court of Idaho has written:

23 Tender is the ***unconditional*** offer of a debtor to the creditor of the
24 amount of his debt. This means the real amount of the debt as fixed
by the law, and the purpose of the law of tender is to enable the
debtor to relieve himself of interest and costs and to relieve his
25 property of encumbrance by offering his creditor all that he has any
right to claim. This does not mean that the debtor must offer an
26 amount beyond reasonable dispute, but it means the amount due, --
27 actually due.

28 *Dohrman v. Tomlinson*, 88 Idaho 313, 318, 399 P.2d 255, 258 (1965).

1 However, even if the Court were to entertain an argument of possible tender, it is clear the
2 burden rests with Defendants to show that proper tender was given.

3 The burden of proving a valid tender is on the party asserting it, and
4 the burden of showing the tender and refusal is on the party pleading
5 it. To carry this burden, he or she must show such tender to have
6 been absolute and free from all conditions, as well as the present
7 ability of immediate performance at the time of the tender.

8 *74 Am Jur 2d Tender § 47*

9 In the instant case, Defendants cannot show their tender was offered free of all conditions.
10 In fact, Defendants insisted on all the following conditions in regard to their attempted tender:

11 Our client has authorized us to make payment to you in the amount of \$162.00 to satisfy its obligations to
12 the HOA as a holder of the first deed of trust against the property. Thus, enclosed you will find a
13 cashier's check made out to Red Rock Financial Services in the sum of \$162.00, which represents the
14 maximum 9 months worth of delinquent assessments recoverable by an HOA. This is a non-negotiable
15 amount and any endorsement of said cashier's check on your part, whether express or implied, will be
16 strictly construed as an unconditional acceptance on your part of the facts stated herein and express
17 agreement that BANA's financial obligations towards the HOA in regards to the real property located at
18 7883 Tahoe Ridge Court have now been "paid in full".

19 See *Exhibit 12*.

20 The language contained in this exhibit makes expressly clear that acceptance of the
21 payment would result in "an unconditional acceptance on your part of the facts stated herein".
22 These "facts" include, the amount owed on the lien, the portion of the HOA lien that is senior or
23 junior, that acceptance of payment is payment in full, that the amount of tender is the complete
24 amount owed by Defendants and that all financial obligations of Defendants have been satisfied.
25 *Id.* Many of these "facts" are untenable. Specifically, BANA attempted to force the HOA to limit
26 the super priority lien to an amount which was less than the amount which came due in the 9
27 months preceding an action to enforce the lien. The HOA was under no legal obligation to accept
28 the insufficient tender offer as a final and complete payment of all BANA's super priority lien
obligations. Not only are the facts contained in the tender offer untenable, but the mere existence
of *any* conditions which the offeror has no right to demand, renders the tender ineffective.

Sister courts from within the 9th Circuit agree with Plaintiffs' view of the definition of
"Tender." "Tender means that it is made in good faith, the party making the tender has the ability

1 to perform, and ***the tender must be unconditional.***” *Alicea v. GE Money Bank*, 2009 U.S. Dist.
2 LEXIS 60813, 2009 WL 2136969 (N.D. Cal. July 15, 2009).

3 Here Defendants argue that the encumbrance survived due to a “latent equity,¹” to wit, an
4 alleged improper rejection of its tender offer by the HOA. However, the HOA’s rejection of
5 BANA’s tender offer, with its demand for a “paid in full” acknowledgement, was entirely
6 proper. See the additional authorities cited below to the effect that a demand by the offeror for a
7 “paid in full” receipt automatically invalidates the tender.² These authorities are directly on
8 point as it is clear that one of BANA’s conditions for acceptance of its tender offer is an
9 acknowledgement by the HOA that BANA’s obligations were “paid in full”. It was especially
10

11 ¹ It is a latent equity with respect to Plaintiffs because they had no knowledge, actual or constructive, of the tender
12 offer or the HOA rejection.

13 ² “A conditional offer of payment, which the creditor cannot accept without barring all further claim, is unavailing
14 as a tender.” *McDaniels v. Reed*, 17 Vt. 674, 1845 Vt. LEXIS 100 (Vt. 1845)

15 “The alleged tender, being conditional, requiring the “simultaneous” execution of a full satisfaction piece, was of no
16 effect in law. “A tender,” says Judge Comstock, in *Kortright v. Cady*, (21 N. Y. Rep. 343,) “must be unqualified by
17 any conditions.” In the case of *Wood v. Hitchcock*, (20 Wend. 47,) it was held “that the tender of a sum of money, in
18 full discharge of all demands of the creditor, was not good.” “There must not be any thing raising the implication
19 that the debtor intended to cut off or bar the claim for any amount beyond the sum tendered.” *Roosevelt v. Bull’s*
20 *Head Bank*, 45 Barb. 579, 1866 N.Y. App. Div. LEXIS 20 (N.Y. Sup. Ct. 1866)

21 “The money should be tendered irrespective of any other act. If a receipt or satisfaction piece is asked for, it vitiates
22 the tender.” A party may accept the amount tendered, and then bring his action for the balance. (1 Camp. N. P. 181.)
23 This he could not do if he signed a satisfaction piece. *Id*

24 “Aside from the fact that the tender was made by checks it was HN5 made conditional upon the signing of a receipt
25 in full for all demands. It is well settled that such a tender is of no avail.” *Butler v. Hinckley*, 17 Colo. 523, 30 P.
26 250, 1892 Colo. LEXIS 171 (Colo. 1892)

27 “It is not of the nature of a tender to make conditions, terms or qualifications; but simply to pay the sum tendered as
28 for an admitted debt. Interlarding any other object will always defeat the effect of the act as a tender. Even
demanding a receipt, 2 Phil. Ev., 7th ed., 134, or an intimation that it is expected, as by asking, ‘Have you got a
receipt?’ will vitiate. *Ryder v. Townsend*, 7 Dowl. & R., 119. The demand of a receipt in full would, of course, be
inadmissible.” *Wood v. Hitchcock*, 20 Wend. 47, 1838 N.Y. LEXIS 190 (N.Y. Sup. Ct. 1838)

“is quite certain that an offer to pay part of a demand, coupled with a demand for a receipt in full, cannot have the
effect of a tender, as such a demand would enable a debtor to coerce his creditor to abandon so much of his claim as
may be disputed. If any authority is needed for so obvious a proposition, it can be found in the case of *Wistar, Siter*
& *Price v. Robinson*, 18 S.C.L. 274, 2 Bail. 274” *Doty v. Crawford*, 39 S.C. 1, 17 S.E. 377, 1893 S.C. LEXIS 101
(S.C. 1893)

“A tender, with a condition annexed to the acceptance, is invalid. The party has not a right to demand a receipt, or a
surrender of the security, or obligation, upon which the money is tendered.” *Holton v. Brown*, 18 Vt. 224, 1846 Vt.
LEXIS 30 (Vt. 1846)

1 untenable for the HOA to agree to that demand, not only because the tender offer was for an
2 insufficient amount (\$162 vs \$216), but also because additional super-priority amounts might
3 have become due in the future (the so called “nuisance costs” that can arise at any time and are
4 part of the super-priority lien). At best, BANA’s demand left it unclear whether the HOA was
5 waiving its claims to further super-priority amounts and, at worst, a Court could decide that the
6 HOA had indeed waived such claims. Accordingly, the HOA was acting appropriately and
7 responsibly when it rejected BANA’s tender offer.
8

9 Plaintiffs have cited multiple legal authorities all of which agree on the principle that an
10 offeree is not obligated to accept a tender offer when doing so requires the offeree to accept
11 material adverse conditions it is not willing to accept. This makes common sense. Accordingly,
12 the HOA properly rejected the tender offer. Because the rejection of the tender offer was proper,
13 the HOA’s super priority lien remained intact and the subsequent foreclosure of that lien
14 extinguished Defendants’ first deed of trust. *SFR Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d
15 408, 415, 2014 Nev. LEXIS 88, 20, 130 Nev. Adv. Rep. 75 (Nev. 2014)
16

17 **B. Shadow Wood Confirms that Summary Judgment in Favor of a Bona Fide**
18 **Purchaser is Always Appropriate Equitable Relief Against a Party in Defendant’s**
19 **Position**

20 In *Shadow Wood* the Court properly recognizes that lenders like Defendants face at least
21 two distinct opponents in a foreclosure sale; the HOA (and its agents) and the third party
22 purchaser. The Court also makes it clear that, in equity, the particular status and knowledge of
23 each of these parties matters. Thus an equitable remedy that may be appropriate as between the
24 lender and the HOA, who are generally both privy to the same information leading to the sale, is
25 not an appropriate remedy against an innocent purchaser who does not possess such knowledge.

26 The Court in *Shadow Wood* set aside the lower Court’s order approving the lender’s
27 summary judgment motions against the HOA and the purchaser. In doing so, it discussed the
28

1 merits of each party's arguments separately. The Court first discusses the merits of the equities
2 between the lender and the HOA. Following that discussion, and commencing on page 20 of the
3 opinion, the Supreme Court begins providing guidance on how to "weigh the equities" between
4 the lender and a third party purchaser. The multiple citations above from the *Shadow Wood*
5 opinion provide sufficient basis for Plaintiffs to prevail on their motion for summary judgment
6 against a party in Defendant's position.

7 However, the Supreme Court went even further to support purchasers in Plaintiffs'
8 position. Footnote 7 in the Court's opinion states: "Consideration of harm to potentially
9 innocent third parties **is especially pertinent here** where [bank] did not use the legal remedies
10 available to it to prevent the property from being sold to a third party, such as by seeking a
11 temporary restraining order and preliminary injunction and filing a lis pendens on the property.
12 See NRS 14.010; NRS 40.060. Cf. *Barkley's Appeal*. *Bentley's Estate*, 2 Monag. 274, 277
13 (Pa.1888) ("In the case before us, **we can see no way** of giving the petitioner the equitable relief
14 she asks without doing great injustice to other innocent parties who would not have been in a
15 position to be injured by such a decree as she asks if she had applied for relief at an earlier
16 day."). (Emphasis added).

17 Another case cited approvingly by the Supreme Court is particularly relevant to situations
18 such as this where Defendants are asserting their interest survived the HOA foreclosure sale.

19 "*Moore v. De Bernardi*, 47 Nev. 33, 54, 220 P. 544, 547 (1923) ("Moore") ("The
20 decisions are uniform that the bona fide purchaser of a legal title is not affected by any latent
21 equity founded either on a trust, [e]ncumbrance, or otherwise, of which he has no notice, actual
22 or constructive.".)" (Emphasis added.)

23 A purchaser is "bona fide" according to the Supreme Court when it takes the property
24 "for a valuable consideration and without notice of the prior equity and without notice of facts
25 which upon diligent inquiry would be indicated and from which notice would be imputed to him,
26 if he failed to make such inquiry. *Bailey v. Butner*, 64 Nev. 1, 19, 176 P.2d 226, 234 (1947)
27 (emphasis omitted); see also *Moore v. De Bernardi*, 47 Nev. 33, 54, 220 P. 544, 547 (1923)

1 ("The decisions are uniform that the bona fide purchaser of a legal title is not affected by any
2 latent equity founded either on a trust, [e]ncumbrance, or otherwise, of which he has no notice,
3 actual or constructive."

4 The Court went on to clarify that a party's status as a bona fide purchaser is not defeated
5 by mere awareness of a pre-existing lien or ownership claim, or the mere possibility that another
6 party might challenge the sale in equity. "As to notice, [bank] submits that "the simple fact that
7 the HOA trustee is attempting to sell the property, and divest the title owner of its interest, is
8 enough to impart constructive notice onto the purchaser that there may be an adverse claim to
9 title." Essentially, then, Defendants would have this court hold that a purchaser at a foreclosure
10 sale can never be bona fide because there is always the possibility that the former owner will
11 challenge the sale post hoc. The law does not support this contention." *Shadow Wood* at 23.

12 Using the Supreme Court's definition in *Shadow Wood*, Plaintiffs are unquestionably
13 bona fide purchasers. Like the purchaser in *Shadow Wood*, Plaintiffs gave "valuable
14 consideration" paying \$50,100 on the day of the sale. Moreover, Defendants have been unable
15 to produce evidence of any defects in the HOA sale. Without a defect, there is obviously no
16 need to even reach the question whether Plaintiffs were aware of the defect. It follows that
17 Plaintiffs are, without doubt, bona fide purchasers.

18 Since Plaintiffs are unquestionably innocent third parties, all of the following citations
19 from the Supreme Court's *Shadow Wood* decision are appropriate to guide this Court in reaching
20 a decision in this case:

21 *Smith v. United States*, 373 F.2d 419, 424 (4th Cir. 1966) ("Equitable relief will not be
22 granted to the possible detriment of innocent third parties."); *see also In re Vlasek*, 325 F.3d 955,
23 963 (7th Cir. 2003) ("It is an age-old principle that in formulating equitable relief a court must
24 consider the effects of the relief on innocent third parties."); *Riganti v. McElhinney*, 56 Cal. Rptr.
25 195, 199 (Ct. App. 1967) ("[E]quitable relief should not be granted where it would work a gross
26 injustice upon innocent third parties.")." *Shadow Wood* at 21.

1 “Consideration of harm to potentially innocent third parties is especially pertinent here
2 where [bank] did not use the legal remedies available to it to prevent the property from being
3 sold to a third party, such as by seeking a temporary restraining order and preliminary injunction
4 and filing a lis pendens on the property.” *Shadow Wood* at 21, fn 7.

5 *Moore v. De Bernardi*, 47 Nev. 33, 54, 220 P. 544, 547 (1923) (“The decisions are
6 uniform that the bona fide purchaser of a legal title is not affected by any latent equity founded
7 either on a trust, [e]ncumbrance, or otherwise, of which he has no notice, actual or constructive.”

8 *Bentley's Estate*, 2 Monag. 274, 277 (Pa.1888) (“In the case before us, we can see no way
9 of giving the petitioner the equitable relief she asks without doing great injustice to other
10 innocent parties who would not have been in a position to be injured by such a decree as she asks
11 if she had applied for relief at an earlier day.”) (Emphasis added.)

12 From the above citations it cannot be doubted that the cardinal rule of equity is “first do
13 no harm to innocent third parties” when crafting relief. Purchasers like Plaintiffs who merely
14 show up at a publicly advertised auction to acquire property are the quintessential “innocent third
15 parties” that, as the Supreme Court instructs, are entitled to be protected from harm. *Shadow*
16 *Wood* strengthens Plaintiffs’ position that they are entitled to summary judgment. This is so
17 because even if Defendants could somehow prevail at law (and there is no basis for them to
18 prevail at law, having discovered no defect in the HOA sale), equitable considerations would still
19 not allow them to prevail to the detriment of Plaintiffs unless Defendants could also show that
20 Plaintiffs had prior knowledge of the legal defect in the HOA foreclosure sale.

21
22 “And [Bank] points to no other evidence indicating that [Purchaser]
23 had notice before it purchased the property, either actual,
24 constructive, or inquiry, as to [Bank's] attempts to pay the lien and
25 prevent the sale, or that [Purchaser] knew or should have known that
26 [HOA] claimed more in its lien than it actually was owed...Because
27 the evidence does not show [Purchaser] had any notice of the pre-sale
28 dispute between [Bank] and [HOA], the potential harm to [Purchaser]
must be taken into account and further defeats [Bank’s] entitlement to
judgment as a matter of law.”

Shadow Wood at 24. (emphasis added and names of parties
changed to “bank”, “purchaser” and “HOA”.)

1 Here, Plaintiffs have established they had no knowledge of the underlying dispute
2 between the HOA and Defendants (See Exhibit 12, Affidavit of Anthony S. Noonan). As a
3 result, Plaintiffs must prevail.
4

5 **C. The HOA Sale Was Commercially Reasonable**

6 Undoubtedly Defendants will also contend that *Shadow Wood* provides new authority for
7 an argument that the HOA sale in this case was not commercially reasonable and therefore
8 should be set aside. The Supreme Court in *Shadow Wood* states the following regarding the law
9 in Nevada for determining when a sale can be set aside on grounds it was not commercially
10 reasonable. “*Golden v. Tomiyasu*, 79 Nev. at 514, 387 P.2d at 995 (adopting the California rule
11 that "inadequacy of price, however gross, is not in itself a sufficient ground for setting aside a
12 trustee's sale legally made; there must be **in addition** proof of some element of fraud, unfairness,
13 or oppression as accounts for and brings about the inadequacy of price" (quoting *Oiler v.*
14 *Sonoma Cty. Land Title Co.*, 290 P.2d 880, 882 (Cal. Ct. App. 1955)).” *Shadow Wood* at 13
15 (emphasis added). “Demonstrating that an association sold a property at its foreclosure sale for
16 an inadequate price is not enough to set aside that sale; **there must also** be a showing of fraud,
17 unfairness, or oppression.” *Long*, 98 Nev. at 13, 639 P.2d at 530. *Shadow Wood* at 15 (emphasis
18 added).

19 Thus, the Supreme Court **cites approvingly its own precedents** for determining when a
20 public foreclosure sale in Nevada can be set aside as commercially unreasonable and it is
21 unquestionably a “two part” test requiring proof of **both** a grossly inadequate price **and** evidence
22 of fraud, unfairness and oppression.

23 Later in its opinion when discussing the standard for determining the first part of the
24 above two part test, that is, whether a price is “grossly inadequate”, the Supreme Court quotes
25 from the Restatement (Third) of Property the following: Restatement (Third) of Prop.:
26 Mortgages § 8.3 cmt. b (1997) (“[gross inadequacy] cannot be precisely defined in terms of a
27
28

1 specific percentage of fair market value, [generally] a court is warranted in invalidating a sale
2 where the price is less than 20 percent of fair market value...”

3 Defendants assuredly will seize upon this quote to argue that the Supreme Court meant to
4 overturn its own “two part test” for determining whether a sale can be set aside; the very
5 precedent cited with approval by the Court just a few paragraphs earlier in the same opinion.
6 However, the Supreme Court never suggested any intention to change long standing Nevada law
7 for determining whether a sale can be set aside and, if it did have such intent, would
8 unquestionably not do so by including, without comment as to its significance, a single quote
9 from the Restatement (Third) of Property. In short, *stare decisis* is vitally important. When a
10 Supreme Court decides to overturn its own long standing precedent, it does so by way of
11 extensive analysis and detailed explanations as to why the change is necessary. As noted, in
12 *Shadow Wood* the Supreme Court never even hints that it intends to overturn its long standing
13 precedent. To the contrary, it reaffirmed that very precedent earlier in the same opinion.

14 In contrast, Plaintiffs interpret the above quote from the Restatement (Third) of Property
15 as merely a presentation by the Supreme Court of one of several suggestions for determining
16 whether a price is grossly inadequate or not. In other words, the Supreme Court was merely
17 seeking guidance from the Restatement with respect to the first part of its two part test. The
18 Restatement happens to intertwine its guidance on what constitutes an inadequate price with a
19 gratuitous instruction on what to do if the price is inadequate. And while that advice might be
20 applicable in some jurisdictions, it most assuredly is not applicable in Nevada “where
21 inadequacy of price, however gross” is never sufficient to overturn a sale.

22 Without an inadequate price, there is no need to even reach the second part of the Nevada
23 test for setting aside a sale, to wit, evidence of fraud, oppression or unfairness. In this case, the
24 price is clearly not inadequate given the widely accepted definition of “fair market value” and
25 the circumstances of the foreclosure sale on July 21, 2014.

26 “Fair market value” is the benchmark for determining adequacy of price under the test set
27 forth in the Restatement (Third) of Property. The U.S. Supreme Court has defined “fair market
28

1 value” as the “... price at which the property would change hands between a willing buyer and a
2 willing seller, neither being under any compulsion to buy or to sell and both having reasonable
3 knowledge of relevant facts.” *United States v. Cartwright*, 411 U.S. 546, 93 S. Ct. 1713, 36 L.
4 Ed. 2d 528, 1973 U.S. LEXIS 155, 73-1 U.S. Tax Cas. (CCH) P12, 926, 31 A.F.T.R.2d (RIA)
5 1461 (U.S. 1973) (emphasis added). More or less the same definition is employed by appraisers
6 and real estate professionals and has been repeated in many cases too numerous to cite.

7 Defendants will surely contend that the price paid here was inadequate by comparing it to
8 completely irrelevant amounts such as the amount of its loan, the assessed tax value on the date
9 of the sale or to the value of similar properties with marketable title and unencumbered by any
10 debt. But “buyers aware of all relevant facts” must take into account all the conditions of the
11 property, including the lien position of the seller at the auction and the marketability of title.
12 This was an HOA sale conducted prior to the Supreme Court’s landmark decision in *SFR*
13 *Investments Pool 1, LLC v. U.S. Bank*, 130 Nev. Ad. Op. 75 *7, 334 P.3d 408, 411-12 (2014), so
14 Plaintiffs and other buyers could not know with certainty whether the HOA’s lien was superior
15 to, or inferior to, the first deed of trust. If the Nevada Supreme Court had subsequently held that
16 an HOA lien is inferior to the first deed of trust, then Plaintiffs equity in this property would be
17 zero, since the debt secured by the first deed of trust far exceeded the “unencumbered” value of
18 the property at the time. In addition, Plaintiffs understood that title companies were unwilling to
19 insure properties acquired at HOA foreclosure sales. Finally, Plaintiffs anticipated that
20 expensive litigation would be required to clear title to this property and make it marketable. In
21 the face of such “relevant facts”, it is absurd for Defendants to argue that the fair market value of
22 this property is anything other than the price it actually brought at the public sale.

23 On the day of this sale the HOA was undoubtedly a willing seller and multiple willing
24 buyers were present at the office of Nevada Legal News. The opening bid was the amount of the
25 HOA’s lien (\$3079), and multiple subsequent bids were made prior to Plaintiff’s winning bid of
26 \$50,100. This is solid evidence of the competitive nature of the bidding and establishes, better
27 than any appraisal could hope to do, the actual fair market value of the property in its condition
28

1 on the date of the sale.

2 Commercial reasonableness was recently at issue in a similar HOA foreclosure sale
3 before a Nevada Federal District Court. The judge in that case had this to say regarding the
4 matter:

5 The commercial reasonableness here must be assessed as of the time
6 the sale occurred. Wells Fargo's argument that the HOA foreclosure
7 sale was commercially unreasonable due to the discrepancy between
8 the sale price and the assessed value of the property ignores the
9 practical reality that confronted the purchaser at the sale. Before the
10 Nevada Supreme Court issued *SFR Investments*, purchasing
11 property at an HOA foreclosure sale was a risky investment, akin to
12 purchasing a lawsuit. Nevada state trial courts and decisions from
13 the United States District Court for the District of Nevada were
14 divided on the issue of whether HOA liens are true priority liens
15 such that their foreclosure extinguishes a first deed of trust on the
16 property. *SFR Investments*, 334 P.3d at 412. Thus, a purchaser at an
17 HOA foreclosure sale risked purchasing merely a possessory
18 interest in the property subject to the first deed of trust. This risk is
19 illustrated by the fact that title insurance companies refused to issue
20 title insurance policies on titles received from foreclosures of HOA
21 super priority liens absent a court order quieting title. Given these
22 risks, a large discrepancy between the purchase price a buyer would
23 be willing to pay and the assessed value of the property is to be
24 expected.

25 *Bourne Valley Court Trust v. Wells Fargo Bank,*
26 *N.A.*, 80 F. Supp. 3d 1131, 2015 U.S. Dist. LEXIS
27 8057 (D. Nev. 2015)

1
2 Defendants have no evidence to support a contention that the price paid by Plaintiffs
3 was grossly inadequate. In addition, there is no evidence to support a contention that Plaintiff's
4 actions were fraudulent, unfair or oppressive or that there was some other defect with the sale.
5 Finally, as *Shadow Wood* makes clear, even if Defendants could build a case that the HOA's
6 actions prior to or during the sale rose to the level of fraud, unfairness or oppression (and there
7 is no evidence of that either), they could still not prevail in equity against an innocent third
8 party purchaser such as Plaintiffs who had no knowledge of any inappropriate HOA action.
9

10 **D. NRS 116 Satisfies All Due Process Requirements Under the United States and**
11 **Nevada Constitutions.**

12 **1. The Nevada Supreme Court need not evaluate Defendants' facial challenge because**
13 **it has already decided this issue in *SFR Investments Pool 1, LLC v. U.S. Bank*.**

14 Defendants bring a fatally flawed facial challenge to the constitutionality of NRS 116 under
15 the due process clauses of the Constitutions of Nevada and the United States. The U.S. Supreme
16 Court makes expressly clear "a facial challenge to a legislative Act is, of course, the most difficult
17 challenge to mount successfully, since **the challenger must establish that no set of**
18 **circumstances exists under which the Act would be valid.**" *United States v. Salerno*, 481 U.S.
19 739, 745 (1987) (emphasis added). *Ezell v. City of Chicago* reinforced this position by clarifying
20 that individual facts are immaterial in a facial challenge only so far as a statute is found to be
21 unconstitutional "*without regard to its application—or in all its applications, as Salerno requires.*"
22 651 F.3d 684, 698-99 (7th Cir. 2011). Thus, so long as there is a single possible application in
23 which NRS 116 can be found constitutional, Defendants' challenge must fail.
24

25 The Nevada Supreme Court has already held that the foreclosure provisions of NRS 116
26 are valid as applied in *SFR Investments Pool 1, LLC v. U.S. Bank*, 334 P.3d 408 (Nev. 2014). "The
27 lender contends that the nonjudicial foreclosure in this case violated its due process
28

1 rights...Neither argument holds up to analysis.” *Id.* at 418. The due process challenge to NRS 116
2 failed on the specific facts alleged in *SFR Investments*. *Id.* at 419. By ruling in favor of SFR
3 Investments, the Court demonstrated that the statute is Constitutional in that specific application,
4 and thus is not unconstitutional in *all of* its applications, eliminating any possibility of a successful
5 facial challenge. Therefore, this Court need not evaluate Defendants’ facial challenge, because it
6 is *not* an issue of first impression, and was decided by the Nevada Supreme Court in September
7 2014. Defendants now seek to have this Court disregard its previous ruling in *SFR*, and adopt an
8 interpretation of NRS 116 in stark contradiction to existing law.
9

10 **2. Defendants lack standing to bring a facial challenge to NRS 116.**

11
12 Even were this Court to determine Defendants’ facial challenge warranted consideration,
13 Defendants lack standing to bring a facial challenge to NRS 116, because they have presented no
14 evidence, not even a self-serving affidavit, contradicting the evidence that the HOA sent all notices
15 required by NRS 116.
16

17 ““Standing is the legal right to set judicial machinery in motion.”” *Roethlisberger v.*
18 *McNulty*, 256 P.3d 955, 957 (Nev. 2011) (quoting *Secretary of State v. Nevada State Legislature*,
19 93 P.3d 746, 749 (2004)). ““A person to whom a statute may constitutionally be applied will not
20 be heard to challenge that statute on the ground that it may conceivably be applied
21 unconstitutionally to others, in other situations not before the court.”” *Sereika v. State*, 955 P.2d
22 175, 180 (Nev. 1998) (quoting *Broadrick v. Oklahoma*, 413 U.S. 601, 610-11 (1973)).
23

24 The record demonstrates that the statute was constitutionally applied to Defendants.
25 Defendants cannot dispute that all proper parties received all required notices. They instead argue
26 a hypothetical situation where NRS 116 might prevent a person from receiving constitutionally
27 required notice of an impending sale. Moreover, their argument relies on the faulty premise that
28

1 the subject NRS 116 lien was predated by its deed of trust. NRS 116.3116 makes expressly clear
2 that an HOA lien perfects at the recording of the declaration,³ commonly referred to as CC&Rs.
3 NRS 116.3116(5) reads “[r]ecording of the declaration constitutes record notice and perfection of
4 the lien. No further recordation of any claim of lien for assessment under this section is required.”
5

6 The subject Deed of Trust was granted in 2007, 7 years after the recording of the
7 Declaration on August 25, 2000 (See Exhibit 13). The relevant provisions of NRS 116 were
8 enacted in 1991. Defendants had notice of the provisions relating to non-judicial foreclosure sales
9 and the perfected lien long before their predecessor ever contemplated lending against the
10 property. Accordingly, Defendants have suffered no harm as a result of any alleged defect in NRS
11 116, and do not have standing to raise its flawed arguments. This Honorable Court should reject
12 Defendants’ facial challenge to NRS 116 on these grounds alone.
13

14 **3. This Court should find NRS 116 constitutional under the Constitutional**
15 **Avoidance Doctrine.**

16 “Whenever a court evaluates whether a statute is constitutional, it must proceed
17 ‘under the presumption that statutes are constitutional’; the party challenging a
18 statute has the ‘burden of making ‘a clear showing of invalidity.’ Further, we adhere
19 to the precedent that ‘every reasonable construction must be resorted to, in order to
20 save a statute from unconstitutionality.’ (‘It requires neither argument nor reference
21 to authorities to show that when the language of a statute admits of two
22 constructions, one of which would render it constitutional and valid and the other
23 unconstitutional and void, that construction should be adopted which will save the
24 statute.’ This canon of constitutional avoidance dates back to *Murray v. The*
25 *Charming Betsy*, 6 U.S. 64, 2 L. Ed. 208 (1804), and remains in full force today.”

26 *State v. Castaneda*, 245 P.3d 550, 552-553 (Nev. 2010) (*internal citations omitted*).

27 ³ NRS 116.037 “Declaration” defined. “Declaration” means any instruments, however
28 denominated, that create a common-interest community, including any amendments to those
instruments.

1 This canon must be applied by this Court when considering the Constitutionality of NRS
2 116. If this Court finds that there is any reasonable interpretation of NRS 116 which renders it
3 constitutional, it should accept that interpretation. The sections which follow detail a reasonable
4 proper interpretation of NRS 116 which satisfies all requirements of due process.
5

6 **4. NRS 116 ensures notice of foreclosure to all necessary parties.**

7 Nevada Revised Statute Chapter 116 provides the procedural requirements for
8 homeowners' associations seeking to secure a lien for unpaid assessments and fees. "NRS
9 116.3116(2)... splits an HOA lien into two pieces, a superpriority piece and a subpriority
10 piece. The superpriority piece, consisting of the last nine months of unpaid HOA dues and
11 maintenance and nuisance-abatement charges, is 'prior to' a first deed of trust." *SFR*
12 *Investments Pool 1, LLC*, 334 P.3d at 411-12. That superpriority portion of the lien was held
13 by the Nevada Supreme Court to be a true superpriority lien, which will extinguish a first deed
14 of trust if foreclosed upon pursuant to Chapter 116's requirements. *Id.* at 419. Specifically,
15 "[t]he sale of a unit pursuant to NRS 116.31162, 116.31163 and 116.31164 vests in the
16 purchaser the title of the unit's owner without equity or right of redemption." NRS
17 116.31166(3); *see also SFR v. U.S. Bank*, 334 P.3d at 412.
18

19 Chapter 116 requires that the foreclosing homeowners' association and its agent
20 comply with several requirements related to notifying interested parties, including junior
21 lienholders, of the impending foreclosure sale. To initiate foreclosure under Chapter 116, a
22 Nevada HOA must first notify the homeowner of the delinquency. *See* NRS 116.31162(1)(a).
23
24 If the owner fails to pay within thirty days, the HOA must then provide the owner a Notice of
25 Default and Election to Sell pursuant to NRS 116.31162(1)(b).
26
27
28

1 Pursuant to NRS 116.31163, after recording the Notice of Default and Election to Sell,
2 the HOA is required to mail a copy of the Notice of Default and Election to Sell to any person
3 which falls into any of the three categories described therein.
4

5 Defendants contend that these provisions do not require the HOA to send actual notice
6 of the underlying sale to all parties with a recorded interest in the property. However, this
7 argument is a non-starter. NRS 116.31163(2) requires that the HOA mail notice to "[a]ny
8 holder of a recorded security interest encumbering the unit's owner's interest who has notified
9 the association, 30 days before the recordation of the notice of default, of the existence of the
10 security interest." NRS 116.31163(2) does not limit how a party may notify the association of
11 its security interest. Accordingly, any notification to the HOA of a recorded security interest,
12 whether constructive or actual, will trigger the HOA's obligation to provide the Notice of
13 Default and Election to Sell to the holder of that interest. Under NRS 111.320
14 "Every...instrument of writing, ...recorded in the manner prescribed in this chapter... must
15 from the time of filing the same with the Secretary of State or recorder for record, impart
16 notice to all persons of the contents thereof." *See also First Nat. Bank v. Meyers*, 40 Nev. 284,
17 288 (1916) ("One need but revert to the fact that recordation is for the purpose of giving notice
18 to the world"). Therefore, each party that has recorded its security interest with the county
19 recorder or secretary of state 30 days prior to the recording of the Notice of Default and
20 Election to Sell is entitled to receive that notice, as described in NRS 116.31163.
21
22
23

24 In addition to those parties which are described in NRS 116.31163(2), those persons
25 described in NRS 116.31163(1) are also entitled to the Notice of Default and Election to Sell.
26 NRS 116.31163(1) provides for notice to "[e]ach person who has requested notice pursuant
27 to NRS 107.090 or 116.31168." This provision of Chapter 116 requires the HOA to mail the
28

1 notice of default to "[e]ach person who has recorded a request for a copy of the notice" **and**
2 "[e]ach other person with an interest whose interest or claimed interest is subordinate to the
3 [association's lien]." NRS 107.090(2)-(4) (reading NRS 107.090 and 116.31168 together,
4 "deed of trust" has been replaced with "association's lien"); *See* NRS 116.31168(1) ("NRS
5 107.090 appl[ies] to the foreclosure of an association's lien as if a deed of trust were being
6 foreclosed"). As a result, all junior lienholders, including Defendants in the instant case, are
7 required to receive notice of the Notice of Default and Election to Sell.

8
9 In calling NRS 116 an "opt-in" provision, Defendants ignore that NRS 116.31163(1)
10 requires notice to each person who is described in NRS 107.090 or 116.31168. The term
11 "requested notice" in NRS 116.31163(1), when read in a vacuum, may suggest that NRS 116 is an
12 "opt-in" provision, but when read in conjunction with NRS 107.090 it is clear that all parties with
13 a recorded security interest are required to receive notice.
14

15 NRS 107.090 reads:

16
17 The trustee or person authorized to record the notice of default shall, within 10 days
18 after the notice of default is recorded and mailed pursuant to NRS 107.080, cause
19 to be deposited in the United States mail an envelope, registered or certified, return
receipt requested and with postage prepaid, containing a copy of the notice,
addressed to:

20 (a) Each person who has recorded a request for a copy of the notice; and

21 **(b) Each other person with an interest whose interest or claimed interest is
subordinate to the deed of trust.**

22 *See* NRS 107.090(emphasis added). Subsection (b) does not require an affirmative "opt-in" on the
23 part of the interest holder. In order to receive notice, an entity must only have an interest
24
25
26
27
28

1 subordinate to the foreclosing interest⁴. In the case of a superpriority lien, that would be every lien
2 interest on the property, including Defendants' now-extinguished interest.

3 In sum, pursuant to NRS 116.31163(1) a foreclosing HOA must mail the Notice of
4 Default and Election to Sell to all subordinate lienholders and all persons who have recorded
5 a request for notice. The drafters of NRS 116 incorporated the provisions of NRS 107, and
6 the result of this incorporation is that all parties who are constitutionally entitled to notice are
7 required to receive the Notice of Default and Election to Sell pursuant to NRS 116.31163.
8 The request-notice provisions described in NRS 116.31163(1) simply act as a mechanism for
9 those who would not otherwise be entitled to notice to request it so that they might protect
10 their rights. The provisions of NRS 116.31163 act as a constitutional "catch-all" scheme to
11 afford notice to anyone who should receive notice, or would like to despite not having any
12 recorded interest in the property.
13
14

15 Once the NRS 116.31163 requirements are met, if the lien has not been paid off within
16 90 days, the HOA may continue with the foreclosure process. *See* NRS 116.31162(1)(c). As
17 a prerequisite to sale, the HOA must mail a Notice of Sale to all those who were entitled to
18 receive the prior Notice of Default and Election to Sell, as well as the holder of a recorded
19 security interest if the security interest holder "has notified the association, before the mailing
20 of the Notice of Sale of the existence of the security interest." *See* NRS 116.311635(1)(a)(1),
21 (b)(2). Again, because NRS 111.320 provides in relevant part, "every such conveyance or
22 instrument of writing...recorded in the manner prescribed in this Chapter...must from the
23 time of filing the same with the Secretary of State or recorder for record, impart notice to all
24
25
26

27 ⁴ If there is a question to the statute's intent, "a statute can be interpreted according to the entire
28 statutory scheme." *State Indus. Ins. System v. Bokelman*, 946 P.2d 179, 184 (Nev. 1997).

1 persons of the contents thereof...” any party which has recorded a security interest has given
2 record notice to (or notified) the HOA of same. This additional notice requirement simply
3 means the HOA must mail the Notice of Sale to any holder of a security interest who has
4 recorded its interest prior to the mailing of the Notice of Sale. As a result, any party not entitled
5 to receive the Notice of Default and Election to Sell under NRS 116.31163 due to the timing
6 of its acquisition and recording of its security interest, shall have its due process rights
7 protected through the service of the Notice of Sale.
8

9 Furthermore, Nevada law requires that a property interest must be recorded in order to be
10 held effective against third parties. NRS 111.315 reads that:
11

12 Every conveyance of real property, and **every instrument of writing** setting forth
13 an agreement to convey any real property, or **whereby any real property may be**
14 **affected**, proved, acknowledged and certified in the manner prescribed in this
chapter, **to operate as notice to third persons**, shall be recorded in the office of
the recorder.”

15 See NRS 111.315 (emphasis added). It would be impossible to put a property holder on
16 notice if they had no duty to declare their property interest to the world. This fundamental principle
17 of property law has been supported by Nevada Courts. In *Allison Steel Mfg. Co. v Bentonite, Inc.*,
18 the court held that “[r]ecording statutes provide constructive notice of the existence of an
19 outstanding interest in the land, thereby putting a prospective purchaser on notice that he may not
20 be getting all he expected.... Constructive notice is that which is imparted to a person upon strictly
21 legal inference of matters which he necessarily ought to know, or which by the exercise of due
22 diligence, he might know.” 471 P.2d 666, 668 (Nev. 1970).
23
24

25 Ultimately, any lender that has recorded its security interest, as required by law, must be
26 provided with notice under NRS 116.3116. Unless Defendants contend that it is unconstitutional
27 that lenders be required to record their interest, the due process argument must fail.
28

Plaintiffs request that this Court grant their Motion for Summary Judgment as to all relief sought in Plaintiffs' complaint. Defendants have raised no issue, and no issue exists which would preclude summary judgment, and Plaintiffs are entitled to judgment as a matter of law.

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By: MICHAEL BEEDE, Esq.
Law Office of Michael Beede
Nevada Bar No. 13068
2300 W. Sahara Ave. #420
Las Vegas, NV 89102
T: 702-473-8406
F: 702-832-0248
mike@LegalLV.com

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of The Law Office of Mike Beede, PLLC and that on the 30th day of April, 2015, I did cause a true and correct copy of the foregoing **PLAINTIFFS’ MOTION FOR SUMMARY JUDGMENT** to be served upon each of the parties listed below via electronic service through the Eighth Judicial District Court’s Odessey E-File and Serve System:

Akerman LLP			
Name	Email	Select	
Akerman Las Vegas Office	akermanlas@akerman.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ariel E. Stern, Esq.	ariel.stern@akerman.com	<input type="checkbox"/>	<input checked="" type="checkbox"/>

By: /s/ Jennifer Case
Jennifer Case, an Employee of
The Law Offices of Mike Beede, PLLC

③-1

Mail and Return Tax statement to:
Anthony S. Noonan IRA, LLC
Lou Noonan & James M. Allred IRA, LLC
2852 Loveland Drive, #1807
Las Vegas, NV 89109

APN # 176-11-311-013

Inst #: 20140725-0000291
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1461.15 Ex: #
07/25/2014 09:00:22 AM
Receipt #: 2099631
Requestor:
ANTHONY S NOONAN IRA LLC
Recorded By: RYUD Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

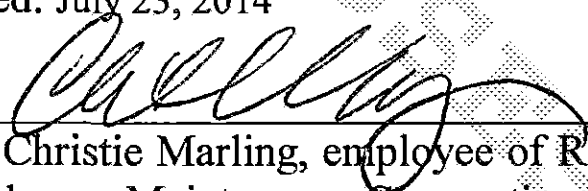
The undersigned declares:

Red Rock Financial Services, herein called agent for (Coronado Ranch Landscape Maintenance Corporation), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 04/26/2011 as instrument number 0002234 Book 20110426, in Clark County. The previous owner as reflected on said lien is MATTHEW M. BIGAM, LEAH ANN BIGAM. Red Rock Financial Services as agent for Coronado Ranch Landscape Maintenance Corporation does hereby grant and convey, but without warranty expressed or implied to: **Anthony S. Noonan IRA, LLC & Lou Noonan & James M. Allred IRA, LLC as tenants in common in equal shares** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: PROMONTORY 5 PLAT BOOK 126 PAGE 34 LOT 13 BLOCK 1 which is commonly known as **7883 Tahoe Ridge Ct Las Vegas, NV 89139**.

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Coronado Ranch Landscape Maintenance Corporation governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 06/21/2011 as instrument number 0002390 Book 20110621 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Coronado Ranch Landscape Maintenance Corporation at public auction on **07/21/2014**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$50,100.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

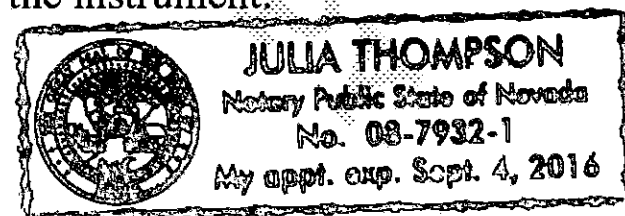
Dated: July 23, 2014

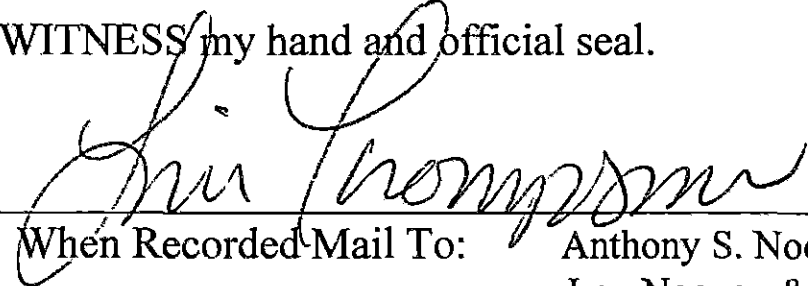

By: Christie Marling, employee of Red Rock Financial Services, agent for Coronado Ranch
Landscape Maintenance Corporation

STATE OF NEVADA)
COUNTY OF CLARK)

On July 23, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




When Recorded Mail To: Anthony S. Noonan IRA, LLC
Lou Noonan & James M. Allred IRA, LLC
2852 Loveland Drive, #1807
Las Vegas, NV 89109

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) 176-11-311-013
b) _____
c) _____
d) _____

2. Type of Property:

- | | | | |
|-----------------------------|--------------|--|-----------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input checked="" type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/> | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm'l/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input type="checkbox"/> | Other | | |

FOR RECORDERS OPTIONAL USE ONLY

Notes: _____

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 50,100.00
Transfer Tax Value: \$ 286,149.00
Real Property Transfer Tax Due: \$ 1461.15 QAN

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity AGENT
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

Print Name: Red Rock Financial Services
Address: 4775 West Teco Ave #140
City: Las Vegas
State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

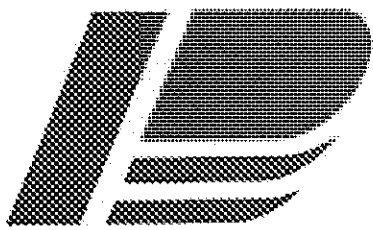
ANTHONY S. NOONAN IRA, LLC & LOU NOONAN
Print Name: James M. Alred IRA, LLC
Address: 2852 Loveland Dr #1807
City: Las Vegas
State: NV Zip: 89109

COMPANY/PERSON REQUESTING RECORDING

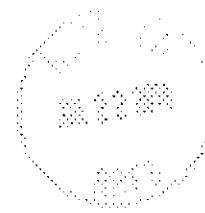
(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
Address: _____
City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)



PRIORITY
POSTING AND PUBLISHING



TRUSTEE SALE ☒

TRUSTOR PAYMENT ()

RECEIPT OF FUNDS AND INSTRUCTIONS

T.S. NO. R 84944 PRIORITY NO. 1101367 DATE 7-21-14
TRUSTEE Red Rock Financial Services
ADDRESS 4775 W TACO AVE Ste 140
CITY Las Vegas STATE NV ZIP 89118
PHONE NO. 702-215-8130 CONTACT Kimberlee Sibley

CHECK NO.	NAME OF BANK	AMOUNT
<u>7114504216</u>	<u>US Bank</u>	<u>\$10,000.00</u>
<u>7114504217</u>	<u>" "</u>	<u>\$10,000.00</u>
<u>7114504218</u>	<u>" "</u>	<u>\$10,000.00</u>
<u>7114504219</u>	<u>" "</u>	<u>\$10,000.00</u>
<u>7114504214</u>	<u>" "</u>	<u>\$5,000.00</u>
<u>7114504215</u>	<u>" "</u>	<u>\$5,000.00</u>

TOTAL OF ANY CASH RECEIVED \$ 100.00

SUCCESSFUL BID \$ 50,100.00 TOTAL RECEIVED \$ 50,100.00

TRANSFER TAX \$ 0 AMOUNT REQUIRED \$ 50,100.00

RECORDING FEES \$ 0 REFUND AMOUNT \$ 0

REFUND PAYABLE TO N/A

RECEIVED BY Heather Ebner BUYERS SIGNATURE [Signature]

BUYERS NAME Anthony Noonan DRIVERS LICENSE NO NV DL# 0202144463

TITLE TO PROPERTY TO BE VESTED AS FOLLOWS Anthony S. Noonan IRA, LLC
& Lou Noonan & James M. Allred IRA, LLC as tenants in
Common in equal shares

ADDRESS 2852 Loveland Dr #1807

CITY Las Vegas STATE NV ZIP 89109

PHONE NO. 713-627-8687

Fee: \$30.00
N/C Fee: \$0.00

02/20/2007 14:58:50
T20070030068

Requestor:
FIRST AMERICAN TITLE COMPANY OF NEVAD

Debbie Conway KGP
Clark County Recorder Pas: 17

Loan Number: 2944424
APN#: 176-11-311-013

Registered Requested by:
Name: Republic Mortgage LLC.
Address: 9580 W. Sahara Ave #200
City/State/Zip: Las Vegas, NV 89117

Mail Tax Statements to:
Name: Matthew M. Bigam
Address: 1050 E. Cactus Ave. #1064
City/State/Zip: Las Vegas, NV 89183

Please complete Affirmation Statement below:

☒ I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that this document submitted for recording contains the social security number of a person or persons as required by law: _____
(State specific law)

S. Gustin EO
Signature (Print name under signature) Santa Gustin Title

Deed of Trust
(Insert Title of Document Above)

FIN: 176-11-311-013
AFTER RECORDING RETURN TO:
REPUBLIC MORTGAGE LLC

9580 W. SAHARA AVENUE
#200
LAS VEGAS, NV 89117
ATTN: FOLLOW-UP DOCS

GRANTEE:
REPUBLIC MORTGAGE LLC,
DBA REPUBLIC MORTGAGE
9580 WEST SAHARA AVENUE
#200
LAS VEGAS, NV 89117

MAIL TAX STATEMENT TO:
MATTHEW M. BIGAM
7883 TAHOE RIDGE COURT
LAS VEGAS, NV 89139

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated FEBRUARY 15, 2007, together with all Riders to this document.

(B) "Borrower" is MATTHEW M. BIGAM AND LEAH ANN BIGAM, HUSBAND AND WIFE,

Borrower is the trustor under this Security Instrument.

(C) "Lender" is REPUBLIC MORTGAGE LLC, DBA REPUBLIC MORTGAGE

Lender is a NEVADA, LLC

NEVADA

#200, LAS VEGAS, NV 89117

(D) "Trustee" is FIRST AMERICAN TITLE COMPANY OF NEVADA

BIGAM

LOAN #: 2944424

MIN: 100125300029444249

organized and existing under the laws of

Lender's address is 9580 WEST SAHARA AVENUE

NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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DOCUKNV1.VTX 08/25/2005

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(E) **"MERS"** is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) **"Note"** means the promissory note signed by Borrower and dated **FEBRUARY 15, 2007**. The Note states that Borrower owes Lender

FOUR HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED AND 00/100

Dollars (U.S. \$ **479,400.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **MARCH 1, 2037**.

(G) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(H) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Other(s) [specify] | |

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably

grants and conveys to Trustee, in trust, with power of sale, the following described property located in the
COUNTY of CLARK :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 13 IN BLOCK 1 PROMONTORY V, AS SHOWN BY MAP THEREOF ON FILE
IN BOOK 126
OF PLATS, PAGE 34, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK
COUNTY,
NEVADA.

which currently has the address of 7883 TAHOE RIDGE COURT

[Street]

LAS VEGAS

, Nevada 89139

("Property Address"):

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within

NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
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(page 3 of 13 pages)

a reasonable period of time. Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or

NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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