

Electronically Filed  
Apr 29 2019 09:52 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

1 **NOAS**  
MICHAEL F. BOHN, ESQ.  
2 Nevada Bar No.: 1641  
[mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
3 ADAM R. TRIPPIEDI, ESQ.  
Nevada Bar No.: 12294  
4 [atrippiedi@bohnlawfirm.com](mailto:atrippiedi@bohnlawfirm.com)  
LAW OFFICES OF  
5 MICHAEL F. BOHN, ESQ., LTD.  
2260 Corporate Circle, Suite 480  
6 Henderson, NV 89074  
(702) 642-3113/ (702) 642-9766 FAX

7 Attorney for plaintiff

8  
9 DISTRICT COURT  
10 CLARK COUNTY, NEVADA

11 SATICOY BAY LLC SERIES 133 MCLAREN,  
12 Plaintiff,

13 vs.

14 GREEN TREE SERVICING LLC; THE BANK  
15 OF NEW YORK MELLON FKA THE BANK  
16 OF NEW YORK, AS SUCCESSOR TRUSTEE  
17 TO JPMORGAN CHASE BANK, N.A., AS  
18 TRUSTEE FOR THE  
19 CERTIFICATEHOLDERS OF CWABS  
20 MASTER TRUST, REVOLVING HOME  
EQUITY LOAN ASSET BACKED NOTES,  
SERIES 2004-T; NATIONAL DEFAULT  
SERVICING CORPORATION; CTC REAL  
ESTATE SERVICES; CHARLES J. WIGHT;  
AND TARA J. WIGHT,

21 Defendants

22 AND RELATED CLAIMS

CASE NO.: A-14-693882-C  
DEPT NO.: XXX

**NOTICE OF APPEAL**

24 NOTICE IS HEREBY GIVEN that plaintiff, Saticoy Bay LLC Series 133 McLaren, hereby appeals  
25 to the Supreme Court of Nevada from the Judgment Following Non-Jury Trial, which was entered on  
26 ///

1 March 25, 2019.

2 DATED this 22nd day of April 2019.

3 LAW OFFICES OF  
4 MICHAEL F. BOHN, ESQ., LTD.

5 By: /s/ /Michael F. Bohn, Esq./  
6 MICHAEL F. BOHN, ESQ.  
7 2260 Corporate Circle, Suite 480  
8 Henderson, NV 89074  
9 Attorney for plaintiff

10  
11 **CERTIFICATE OF SERVICE**

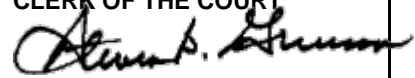
12 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of LAW  
13 OFFICES OF MICHAEL F. BOHN., ESQ., and on the 22nd day of April, 2019, an electronic copy of  
14 the **NOTICE OF APPEAL** was served on opposing counsel via the Court's electronic service system  
15 to the following counsel of record:

16 Darren T. Brenner, Esq.  
17 Jared M. Sechrist, Esq.  
18 AKERMAN LLP  
19 1635 Village Center Circle, Suite 200  
20 Las Vegas, NV 89134  
21 Attorney for Bank of New York Mellon  
22 and Green Tree Servicing, LLC

Edward D. Boyack, Esq.  
Michael VanLuven, Esq  
BOYACK ORME & ANTHONY  
7432 W. Sahara Ave., Ste. 101  
Las Vegas, NV 89117  
Attorneys for Hillpointe Park Maintenance  
District

20 Brandon Wood, Esq.  
21 NEVADA ASSOCIATION SERVICES, INC.  
22 6224 W. Desert Inn Rd.  
23 Las Vegas, NV 89146  
24 Attorney for Nevada Association Services, Inc.

25 /s/ /Marc Sameroff/  
26 An Employee of the LAW OFFICES OF  
27 MICHAEL F. BOHN, ESQ., LTD.  
28



1 ASTA  
MICHAEL F. BOHN, ESQ.  
2 Nevada Bar No.: 1641  
[mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
3 ADAM R. TRIPPIEDI, ESQ.  
Nevada Bar No.: 12294  
4 [atrippiedi@bohnlawfirm.com](mailto:atrippiedi@bohnlawfirm.com)  
LAW OFFICES OF  
5 MICHAEL F. BOHN, ESQ., LTD.  
2260 Corporate Circle, Suite 480  
6 Henderson, NV 89074  
(702) 642-3113/ (702) 642-9766 FAX

7 Attorney for plaintiff

8  
9 DISTRICT COURT  
10 CLARK COUNTY, NEVADA

11  
12 SATICOY BAY LLC SERIES 133 MCLAREN,  
13 Plaintiff,

14 vs.

15 GREEN TREE SERVICING LLC; THE BANK  
OF NEW YORK MELLON FKA THE BANK  
16 OF NEW YORK, AS SUCCESSOR TRUSTEE  
TO JPMORGAN CHASE BANK, N.A., AS  
17 TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF CWABS  
18 MASTER TRUST, REVOLVING HOME  
EQUITY LOAN ASSET BACKED NOTES,  
19 SERIES 2004-T; NATIONAL DEFAULT  
SERVICING CORPORATION; CTC REAL  
20 ESTATE SERVICES; CHARLES J. WIGHT;  
AND TARA J. WIGHT,

21 Defendants

22  
23 AND RELATED CLAIMS

CASE NO.: A-14-693882-C  
DEPT NO.: XXX

**CASE APPEAL STATEMENT**

- 24  
25 1. The appellant filing this case appeal statement is Saticoy Bay LLC Series 133 McLaren.  
26 2. The judge issuing the judgment appealed from is the honorable Jerry A. Wiese II.  
27  
28

1           3. The parties to the proceedings in District Court are Saticoy Bay LLC Series 133 McLaren,  
2 plaintiff; Green Tree Servicing LLC; the Bank of New York Mellon fka the Bank of New York, as  
3 Successor Trustee to JPMorgan Chase Bank, N.A., as Trustee for the Certificateholders of CWABS  
4 Master Trust, Revolving Home Equity Loan Asset Backed Notes, Series 2004-t; National Default  
5 Servicing Corporation; CTC Real Estate Services; Charles J. Wight; and Tara J. Wight defendants; and  
6 Nevada Association Services, Inc. And Hillpointe Park Maintenance District, counterdefendants.

7           4. The parties to this appeal are the appellant Saticoy Bay LLC Series 133 McLaren, and  
8 respondents Green Tree Servicing LLC; the Bank of New York Mellon fka the Bank of New York, as  
9 Successor Trustee to JPMorgan Chase Bank, N.A., as Trustee for the Certificateholders of CWABS  
10 Master Trust, Revolving Home Equity Loan Asset Backed Notes, Series 2004-t; National Default  
11 Servicing Corporation.

12           5. Counsel for appellant Saticoy Bay LLC Series 133 McLaren is Michael F. Bohn, Esq.; 2260  
13 Corporate Circle, Suite 480, Henderson, NV 89074; (702) 642-3113. Counsel for respondents Green  
14 Tree Servicing LLC; the Bank of New York Mellon fka the Bank of New York, as Successor Trustee to  
15 JPMorgan Chase Bank, N.A., as Trustee for the Certificateholders of CWABS Master Trust, Revolving  
16 Home Equity Loan Asset Backed Notes, Series 2004-t; National Default Servicing Corporation, LLC,  
17 is Darren T. Brenner. Esq., 1635 Village Center Circle, Suite 200, Las Vegas, Nevada, 89134 (702) 634-  
18 5000.

19           6. The attorneys for both the plaintiff/appellant and defendants/respondents are licensed in the  
20 state of Nevada.

21           7. The appellant was represented by retained counsel in the District Court;

22           8. The appellant is represented by retained counsel on appeal;

23           9. There were no orders granting leave to proceed in forma pauperis;

24           10. The complaint was filed in District Court on January 2, 2014;

25           11. The plaintiff filed this action seeking title to the real property as a result of a foreclosure sale.  
26 The district court ruled in favor of defendants at trial.

27           12. The case has previously been the subject of an appeal, #65708.

28

1 13. The case does not involve child custody or visitation; and,  
2 14. The issues presented in this case are issues of first impression. For this reason, it is  
3 unlikely that this case can be settled.

4 DATED this 22nd day of April 2019.

5 LAW OFFICES OF  
6 MICHAEL F. BOHN, ESQ., LTD.

7  
8 By: /s/ /Michael F. Bohn, Esq./  
9 MICHAEL F. BOHN, ESQ.  
10 2260 Corporate Circle, Suite 480  
11 Henderson, NV 89074  
12 Attorney for plaintiff

13 **CERTIFICATE OF SERVICE**

14 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of  
15 LAW OFFICES OF MICHAEL F. BOHN., ESQ., and on the 22nd day of August, 2018, an electronic  
16 copy of the **CASE APPEAL STATEMENT** was served on opposing counsel via the Court's  
17 electronic service system to the following counsel of record:

17 Darren T. Brenner, Esq.	Edward D. Boyack, Esq.
18 Jared M. Sechrist, Esq.	Michael VanLuven, Esq
19 AKERMAN LLP	BOYACK ORME & ANTHONY
1635 Village Center Circle, Suite 200	7432 W. Sahara Ave., Ste. 101
Las Vegas, NV 89134	Las Vegas, NV 89117
Attorney for Bank of New York Mellon	Attorneys for Hillpointe Park Maintenance
20 and Green Tree Servicing, LLC	District

21 Brandon Wood, Esq.  
22 NEVADA ASSOCIATION SERVICES, INC.  
23 6224 W. Desert Inn Rd.  
24 Las Vegas, NV 89146  
25 Attorney for Nevada Association Services,  
26 Inc.

27  
28 /s/ /Marc Sameroff/  
An Employee of the LAW OFFICES OF  
MICHAEL F. BOHN, ESQ., LTD.

## EIGHTH JUDICIAL DISTRICT COURT

**CASE SUMMARY****CASE NO. A-14-693882-C**

Saticoy Bay LLC Series 133 McClaren, Plaintiff(s)  
 vs.  
 Green Tree Servicing LLC, Defendant(s)

§  
 §  
 §  
 §  
 §  
 §

Location: **Department 30**  
 Judicial Officer: **Wiese, Jerry A.**  
 Filed on: **01/02/2014**  
 Case Number History:  
 Cross-Reference Case Number: **A693882**  
 Supreme Court No.: **65708**

**CASE INFORMATION**

Case Type: **Title to Property**  
 Subtype: **Quiet Title**  
 Case Status: **09/18/2017 Reopened**

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

Case Number A-14-693882-C  
 Court Department 30  
 Date Assigned 03/17/2015  
 Judicial Officer Wiese, Jerry A.

**PARTY INFORMATION**



		<i>Lead Attorneys</i>
<b>Plaintiff</b>	<b>Saticoy Bay LLC Series 133 McClaren</b>	<b>Bohn, Michael F</b> <i>Retained</i> 702-642-3113(W)
<b>Defendant</b>	<b>Bank of New York Mellon</b>	<b>Morgan, Melanie D.</b> <i>Retained</i> 702-634-5000(W)
	<b>CTC Real Estate Services</b>	<b>Brenner, Darren T.</b> <i>Retained</i> 702-634-5000(W)
	<b>Green Tree Servicing LLC</b>	<b>Morgan, Melanie D.</b> <i>Retained</i> 702-634-5000(W)
	<b>National Default Servicing Corporation</b>	<b>Wilde, Gregory L</b> <i>Retained</i> 702-258-8200(W)
	<b>Wight, Charles J</b>	
	<b>Wight, Tara J</b>	
<b>Counter Claimant</b>	<b>Green Tree Servicing LLC</b>	<b>Morgan, Melanie D.</b> <i>Retained</i> 702-634-5000(W)
<b>Counter Defendant</b>	<b>Hillpointe Park Maintenance District</b> Removed: 02/01/2019 Dismissed	<b>Van Luven, Michael L.</b> <i>Retained</i> 702-562-3415(W)
	<b>Nevada Association Services Inc</b> Removed: 01/31/2019 Dismissed	<b>Yergensen, Christopher V.</b> <i>Retained</i> 0000000000(W)

**CASE SUMMARY****CASE NO. A-14-693882-C**

Saticoy Bay LLC Series 133 McClaren

**Bohn, Michael F***Retained*


702-642-3113(W)


DATE	EVENTS & ORDERS OF THE COURT	INDEX
	<b><u>EVENTS</u></b>	
01/02/2014	 Complaint Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Complaint</i>	
01/02/2014	Case Opened	
01/31/2014	 Affidavit of Service Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Affidavit of Service - Tara J Wight</i>	
02/03/2014	 Affidavit of Service Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Affidavit of Service - Bank of New York Mellon fka The Bank of New York</i>	
02/04/2014	 Affidavit of Service Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Affidavit of Service - CTC Real Estate</i>	
02/10/2014	 Affidavit of Service Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Affidavit of Service - Charles Wight</i>	
02/11/2014	 Certificate of Service Filed by: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Certificate of Service of Process by Private Person</i>	
02/12/2014	 Motion to Dismiss Filed By: Counter Claimant Green Tree Servicing LLC <i>Notice of Motion and Motion to Dismiss Pursuant to NRCP 12(b)(5); Request for Judicial Notice</i>	
02/12/2014	 Initial Appearance Fee Disclosure Filed By: Counter Claimant Green Tree Servicing LLC <i>Initial Appearance Fee Disclosure</i>	
02/13/2014	 Affidavit of Service Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Affidavit of Service for Green Tree</i>	
02/21/2014	 Opposition and Countermotion Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Opposition to Motion to Dismiss and Countermotion to Stay Case</i>	
02/25/2014	 Notice of Appearance Party: Defendant Bank of New York Mellon <i>Notice of Appearance</i>	
02/26/2014	 Initial Appearance Fee Disclosure	

# CASE SUMMARY

CASE NO. A-14-693882-C


Filed By: Defendant Bank of New York Mellon  
*Initial Appearance Fee Disclosure*


02/26/2014  Notice of Department Reassignment


03/11/2014  Reply to Opposition  
Filed by: Counter Claimant Green Tree Servicing LLC  
*Green Tree Servicing LLC's Reply to Plaintiff's Opposition to Motion to Dismiss and Countermotion to Stay Case*


04/02/2014  Default  
Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren  
*Default - Charles J Wight*


04/02/2014  Default  
Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren  
*Default - Tara J Wight*


04/07/2014  Initial Appearance Fee Disclosure  
Filed By: Defendant National Default Servicing Corporation  
*Initial Appearance Fee Disclosure*


04/07/2014  Answer to Complaint  
Filed by: Defendant National Default Servicing Corporation  
*Defendant National Default Servicing Corporation's Answer to Plaintiff's Complaint*


04/23/2014  Stipulation and Order  
Filed by: Counter Defendant Saticoy Bay LLC Series 133 McClaren  
*Stipulation for Non monetary Relief*


04/24/2014  Notice of Entry of Order  
Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren  
*Notice of Entry of Order*

05/07/2014  Order Granting Motion  
Filed By: Counter Claimant Green Tree Servicing LLC  
*Order Granting Motion to Dismiss*

05/14/2014  Notice of Entry of Order  
Filed By: Counter Claimant Green Tree Servicing LLC  
*Notice of Entry of Order*

05/15/2014  Notice of Appeal  
Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren  
*Notice of Appeal*

05/15/2014  Case Appeal Statement  
Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren  
*Case Appeal Statement*














07/02/2014  Transcript of Proceedings  
Party: Counter Defendant Saticoy Bay LLC Series 133 McClaren  
*Recorder's Transcript Re: Notice of Motion and Motion to Dismiss Pursuant to NRCP 12(b) (5); Request for Judicial Notice Opposition to Motion to Dismiss and Countermotion to Stay*



# CASE SUMMARY

CASE NO. A-14-693882-C

Case 04-02-14

07/28/2014	 Notice of Association of Counsel Filed By: Defendant Bank of New York Mellon <i>Notice of Association of Counsel</i>
09/08/2014	 Substitution of Attorney Filed by: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Substitution of Counsel</i>
01/05/2015	Judicial Elections 2014 - Case Reassignment <i>District Court Judicial Officer Reassignment 2014</i>
02/20/2015	 NV Supreme Court Clerks Certificate/Judgment -Remanded <i>Nevada Supreme Court Clerk's Certificate Judgment - Reversed and Remand</i>
03/16/2015	 Peremptory Challenge Filed by: Counter Claimant Green Tree Servicing LLC <i>Peremptory Challenge of Judge</i>
03/17/2015	 Notice of Department Reassignment <i>Notice of Department Reassignment</i>
05/06/2015	 Answer and Counterclaim Filed By: Counter Claimant Green Tree Servicing LLC <i>Green Tree Servicing LLC's Verified Answer and Counterclaim</i>
05/08/2015	 Stipulation and Order Filed by: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Stipulation and Order</i>
05/08/2015	 Notice of Entry of Stipulation and Order Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Notice of Entry of Order</i>
05/12/2015	 Affidavit of Service Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Affidavit of Service</i>
06/25/2015	 Amended Answer Filed By: Counter Claimant Green Tree Servicing LLC <i>Green Tree Servicing LLC' First Amended Verfied Answer and Counterclaim</i>
06/25/2015	 Notice Filed By: Counter Claimant Green Tree Servicing LLC <i>Defendant Green Tree Servicing LLC'S Notice to Attorney General of Constitutional Challenge to State Statute NRS 116.31162-116.31168</i>
07/14/2015	 Answer to Counterclaim Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Answer to Defendant Green Tree Servicing LLC's Counterclaim</i>
09/18/2015	 Notice of Pendency of Action Filed By: Counter Claimant Green Tree Servicing LLC

# CASE SUMMARY

CASE NO. A-14-693882-C

## Notice of Pendency of Action

09/21/2015



Summons

Filed by: Counter Claimant Green Tree Servicing LLC  
*Summons - Hillpointe Park Maintenance District*

09/21/2015



Summons

Filed by: Counter Claimant Green Tree Servicing LLC  
*Summons - Nevada Association Services, Inc.*

09/21/2015



Summons

Filed by: Counter Claimant Green Tree Servicing LLC  
*Summons Nevada Association Services, Inc.*

09/25/2015



Affidavit of Service

Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren  
*Affidavit of Service*

09/25/2015



Affidavit of Service

Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren  
*Affidavit of Service*

11/16/2015



Answer

Filed By: Defendant Bank of New York Mellon  
*The Bank Of New York Mellon Fka The Bank Of New York, As Successor Trustee To Jp Morgan Bank, N.A., As Trustee For The Certificateholders Of Cwabs Master Trust, Revolving Home Equity Loan Asset Backed Notes, Series 2004-T And CTC Real Estate Services' Answer To Plaintiff's Complaint*

11/24/2015



Initial Appearance Fee Disclosure

Filed By: Counter Defendant Nevada Association Services Inc  
*Initial Appearance Fee Disclosure*

11/24/2015



Answer to Counterclaim

Filed By: Counter Defendant Nevada Association Services Inc  
*Counter Defendant Answer*

02/11/2016



Joint Case Conference Report

Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren  
*Joint Case Conference Report*

02/12/2016



Notice

Filed By: Counter Claimant Green Tree Servicing LLC  
*Notice of Name Change*

03/02/2016



Scheduling Order

*Scheduling Order*

03/15/2016



Substitution of Attorney

Filed by: Counter Claimant Green Tree Servicing LLC  
*Substitution of Counsel*

04/05/2016
















Order Setting Civil Non-Jury Trial

*Order Setting Civil Non-Jury Trial*

# CASE SUMMARY

CASE NO. A-14-693882-C

10/16/2016	 Initial Appearance Fee Disclosure Filed By: Counter Defendant Hillpointe Park Maintenance District <i>Initial Appearance Fee Disclosure</i>
10/16/2016	 Answer to Counterclaim Filed By: Counter Defendant Hillpointe Park Maintenance District <i>Hillpointe Park Maintenance District's Answer to Green Tree Servicing, LLC's Counterclaim</i>
10/21/2016	 Stipulation and Order Filed by: Defendant Bank of New York Mellon <i>Stipulation and Order to Stay Case</i>
10/24/2016	 Notice of Entry Filed By: Defendant Bank of New York Mellon <i>Notice Of Entry Of Stipulation And Order To Stay Case</i>
05/25/2017	 Substitution of Attorney Filed by: Counter Defendant Hillpointe Park Maintenance District <i>(5/25/2017 Withdrawn) Substitution of Counsel</i>
05/25/2017	 Notice of Withdrawal Filed by: Counter Defendant Hillpointe Park Maintenance District <i>Notice of Withdrawal</i>
05/26/2017	 Substitution of Attorney Filed by: Counter Defendant Hillpointe Park Maintenance District <i>Substitution of Counsel</i>
09/21/2017	 Amended Order Setting Civil Non-Jury Trial <i>Amended Order Setting Civil Bench Trial, Pre-Trial Conference and Calendar Call</i>
09/26/2017	 Order Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Order Lifting Stay</i>
09/27/2017	 Notice of Entry Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Notice of Entry of order</i>
12/29/2017	 Motion Filed By: Counter Claimant Green Tree Servicing LLC <i>Motion To Reopen And Extend Discovery</i>
01/16/2018	 Opposition Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren <i>Opposition to motion to Re-Open Discovery</i>
02/01/2018	 Amended Order Setting Civil Non-Jury Trial <i>Second Amended Order Setting Civil Bench Trial, Pre-Trial Conference and Calendar Call</i>
02/09/2018	 Order Granting Motion Filed By: Defendant Bank of New York Mellon

# CASE SUMMARY

CASE NO. A-14-693882-C

*Order Granting Defendants' Motion to Reopen and Extend Discovery*

02/13/2018



Order Granting Motion

Filed By: Defendant Bank of New York Mellon

*Order Granting Defendants' Motion to Reopen and Extend Discovery*

02/14/2018



Notice of Entry of Order

Filed By: Defendant Bank of New York Mellon

*Notice of Entry of Order Granting Defendants' Motion to Reopen and Extend Discovery*

05/30/2018



Order

*Order Re- Setting Trials Presently Scheduled on 9/4/18 AT 10:30 AM*

07/16/2018



Motion for Summary Judgment

*Motion for Summary Judgment Against Defendant Bank of New York Mellon*

07/16/2018



Motion for Summary Judgment

*Motion for Summary Judgment Against Defendant Green Tree*

07/16/2018



Motion for Summary Judgment

Filed By: Defendant Bank of New York Mellon

*Motion for Summary Judgment*

07/31/2018



Opposition

Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren

*Plaintiff's Opposition to Defendants' Motion for Summary Judgment*

08/02/2018



Opposition to Motion For Summary Judgment

Filed By: Counter Claimant Green Tree Servicing LLC

*Opposition To Plaintiff's Motion For Summary Judgment*

08/14/2018



Reply in Support

Filed By: Counter Defendant Saticoy Bay LLC Series 133 McClaren

*Reply in Support of Plaintiff's Motion for Summary Judgment*

08/15/2018



Reply in Support

Filed By: Defendant Bank of New York Mellon

*Reply in Support of Motion for Summary Judgment*

09/11/2018



Order

*Order Denying Motions for Summary Judgment*

09/11/2018



Notice of Entry

*Notice of Entry of Order*

09/20/2018



Motion

Filed By: Counter Claimant Green Tree Servicing LLC; Defendant Bank of New York Mellon

*The Bank of New York Mellon FKA The Bank of New York as Successor Trustee to JPMorgan Chase Bank N.A. as Trustee for the Certificateholders of CWABS Master Trust Revolving Home Equity Loan Asset Backed Notes Series 2004-T and Green Tree Servicing, LLC's Motion for Fannie Mae to Appear by Simultaneous Audiovisual Transmission Equipment at Trial on Order Shortening Time Simultaneous Audiovisual Transmission Equipment Appearance*









# CASE SUMMARY

CASE NO. A-14-693882-C

10/24/2018	 Notice of Intent Filed By: Defendant Bank of New York Mellon <i>Notice of Intent to Present Evidence by Certificate of Custodian of Records</i>
10/29/2018	 Notice of Appearance Party: Defendant Bank of New York Mellon <i>Notice of Appearance</i>
10/29/2018	 Order Granting Motion Filed By: Defendant Bank of New York Mellon <i>Order Granting Defendants' Motion to Appear by Simultaneous Audiovisual Transmission Equipment at Trial on Order Shortening Time</i>
10/31/2018	 Notice of Entry of Order Filed By: Counter Claimant Green Tree Servicing LLC; Defendant Bank of New York Mellon <i>Notice of Entry of Order Granting Defendants Motion to Appear by Simultaneous Audiovisual Transmission Equipment at Trial on Order Shortening Time</i>
11/13/2018	 Stipulation Filed by: Defendant Bank of New York Mellon <i>Stipulation to Continue Trial</i>
11/14/2018	 Amended Order Setting Civil Non-Jury Trial <i>Fourth Amended Order Setting Civil Non-Jury Trial</i>
11/15/2018	 Notice of Entry of Stipulation and Order Filed By: Defendant Bank of New York Mellon <i>Notice of Entry of Stipulation to Continue Trial</i>
12/13/2018	 Pre-trial Memorandum Filed by: Defendant Bank of New York Mellon <i>Joint Pretrial Memorandum</i>
01/15/2019	 Request Filed by: Defendant Bank of New York Mellon <i>Request for Clarification Regarding the Court's Order Granting Defendants' Motion to Appear by Simultaneous Audiovisual Transmission Equipment at Trial on Order Shortening Time</i>
01/29/2019	 Pre-trial Memorandum <i>Plaintiff's 7.27 Pre-Trial Memorandum</i>
01/31/2019	 Stipulation and Order for Dismissal Without Prejudice Filed By: Defendant Bank of New York Mellon <i>Stipulation and Order for Dismissal of Nevada Association Services, Inc. Without Prejudice</i>
02/01/2019	 Stipulation and Order for Dismissal Without Prejudice Filed By: Defendant Bank of New York Mellon <i>Stipulation and Order for Dismissal of Hillpointe Park Maintenance District Without Prejudice</i>
02/01/2019	 Notice of Entry of Stipulation & Order for Dismissal Filed By: Defendant Bank of New York Mellon <i>Notice of Entry of Stipulation and Order for Dismissal of Nevada Association Services, Inc. Without Prejudice</i>

# CASE SUMMARY

CASE NO. A-14-693882-C

02/01/2019	 Notice of Entry of Stipulation & Order for Dismissal Filed By: Counter Claimant Green Tree Servicing LLC; Defendant Bank of New York Mellon <i>Notice of Entry of Stipulation and Order for Dismissal of Hillpointe Park Maintenance District Without Prejudice</i>
03/01/2019	 Notice of Bankruptcy Filed By: Counter Claimant Green Tree Servicing LLC; Defendant Bank of New York Mellon <i>Notice of Bankruptcy Filing and Imposition of Automatic Stay</i>
03/25/2019	 Judgment <i>Judgment Following Non-Jury Trial</i>
03/25/2019	 Notice of Entry of Order <i>Notice of Entry of Order: Judgment Following Non-Jury Trial</i>
03/27/2019	 Amended Notice Filed By: Counter Claimant Green Tree Servicing LLC <i>Amended Notice of Bankruptcy Filing and Suggestion of Automatic Stay</i>
04/22/2019	 Notice of Appeal <i>Notice of Appeal</i>
04/22/2019	 Case Appeal Statement <i>Case Appeal Statement</i>
04/22/2019	 Notice of Voluntary Dismissal Without Prejudice <i>Notice of Voluntary Dismissal Without Prejudice</i>
	<b><u>DISPOSITIONS</u></b>
05/07/2014	<b>Order of Dismissal</b> (Judicial Officer: Vega, Valorie J.) Debtors: Saticoy Bay LLC Series 133 McClaren (Plaintiff) Creditors: Green Tree Servicing LLC (Defendant) Judgment: 05/07/2014, Docketed: 05/14/2014
02/20/2015	<b>Clerk's Certificate</b> (Judicial Officer: Scotti, Richard F.) Debtors: Saticoy Bay LLC Series 133 McClaren (Plaintiff) Creditors: Green Tree Servicing LLC (Defendant) Judgment: 02/20/2015, Docketed: 02/23/2015 Comment: Supreme Court No. 65708; Reversed and Remanded
01/31/2019	<b>Order of Dismissal Without Prejudice</b> (Judicial Officer: Wiese, Jerry A.) Debtors: Nevada Association Services Inc (Counter Defendant) Creditors: Green Tree Servicing LLC (Counter Claimant) Judgment: 01/31/2019, Docketed: 01/31/2019
02/01/2019	<b>Order of Dismissal Without Prejudice</b> (Judicial Officer: Wiese, Jerry A.) Debtors: Hillpointe Park Maintenance District (Counter Defendant) Creditors: Green Tree Servicing LLC (Counter Claimant) Judgment: 02/01/2019, Docketed: 02/01/2019
03/25/2019	<b>Judgment</b> (Judicial Officer: Wiese, Jerry A.) Debtors: Saticoy Bay LLC Series 133 McClaren (Plaintiff) Creditors: CTC Real Estate Services (Defendant), Green Tree Servicing LLC (Defendant), Bank of New York Mellon (Defendant), National Default Servicing Corporation (Defendant), Charles J

# CASE SUMMARY

CASE NO. A-14-693882-C

Wight (Defendant), Tara J Wight (Defendant)  
Judgment: 03/25/2019, Docketed: 03/25/2019  
Comment: Quiet Title

## HEARINGS

03/19/2014

**Motion to Dismiss** (9:00 AM) (Judicial Officer: Vega, Valorie J.)

**03/19/2014, 04/02/2014**

*Notice of Motion and Motion to Dismiss Pursuant to NRCP 12(b)(5); Request for Judicial Notice*

Matter Continued;

Granted;

Matter Continued;

Granted;

03/19/2014

**Opposition and Countermotion** (9:00 AM) (Judicial Officer: Vega, Valorie J.)

**03/19/2014, 04/02/2014**

*Opposition to Motion to Dismiss and Countermotion to Stay Case*

Matter Continued;

Denied;

Matter Continued;

Denied;

03/19/2014



**All Pending Motions** (9:00 AM) (Judicial Officer: Vega, Valorie J.)

Matter Heard;

Journal Entry Details:

*MOTION TO DISMISS PURSUANT TO NRCP 12(b)(5); REQUEST FOR JUDICIAL NOTICE.....OPPOSITION TO MOTION TO DISMISS AND COUNTERMOTION TO STAY CASE Argument by Mr. Connell to Dismiss. Mr. Bohn asked to continue to check the date the HOA sold its lien. Court noted the sale occurred 10/29th and the Trustee's Deed upon Sale was filed 11/26th. Mr. Bohn advised if they can work it out they may do a stipulation. COURT ORDERED, matter CONTINUED. CONTINUED TO: 4/02/14 9:30 AM ;*

04/02/2014



**All Pending Motions** (9:30 AM) (Judicial Officer: Vega, Valorie J.)

Matter Heard;

Journal Entry Details:

*Mr. Connell advised it's a status quo. Ms. Perri advised if granted, she asked for a stay and if not then she asked for a 54(b) Certification. Court stated her findings, and ORDERED, Motion to Dismiss GRANTED pursuant to NRCP 12(b)(5) and Simpson v. Mars, 113 Nev. 188 (1997) and Vacation Village v. Hitachi America, 110 Nev. 481 (1994) and NRS 116.3116 and Diakonos Holdings, LLC v. Countrywide Home Loans, Inc. 2013, WL531092, Dist. Nev. 2/11/13; and request for Judicial Notice taken pursuant to EDCR 2.20 and NRS 47.130; and Countermotion to Stay proceedings DENIED for lack of authority, this ruling will not preclude Plaintiff counsel from pursuing a stipulation and order for a stay should that be warranted and oral request for 54(b) Certification GRANTED pursuant to EDCR 2.20. Mr. Connell to prepare the order.;*

02/21/2017



**Status Check** (9:00 AM) (Judicial Officer: Wiese, Jerry A.)

**02/21/2017, 05/25/2017, 09/19/2017**

*Status Check: Setting a Trial Date*

Continued;

Continued;

Matter Heard;

Journal Entry Details:

*Counsel stipulated the Stay could be lifted. COURT SO ORDERED. Counsel estimated 3 days for trial. COURT ORDERED, trial dates SET. 2/12/18 PTC 3/5/18 CC 3/12/18 JT ;*

Continued;

Continued;

Matter Heard;



Journal Entry Details:

*Counsel indicated they were ready to move forward in the case and stipulated to lift the stay.*



# CASE SUMMARY





CASE NO. A-14-693882-C

	<p><i>COURT ORDERED, matter CONTINUED to 9/19/17 9:00am for further status check regarding setting a trial date. Stay lifted. ;</i></p> <p>Continued;</p> <p>Continued;</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>Counsel indicated there were still pending issues regarding the tender and federal interest, therefore, stipulated to continue the stay. COURT SO ORDERED. 5/25/16 9:00 AM STATUS CHECK;</i></p>
03/20/2017	<p><b>CANCELED Pre Trial Conference (9:00 AM)</b> (Judicial Officer: Wiese, Jerry A.)</p> <p><i>Vacated</i></p>
04/10/2017	<p><b>CANCELED Calendar Call (9:00 AM)</b> (Judicial Officer: Wiese, Jerry A.)</p> <p><i>Vacated</i></p>
04/17/2017	<p><b>CANCELED Bench Trial (1:30 PM)</b> (Judicial Officer: Wiese, Jerry A.)</p> <p><i>Vacated - per Stipulation and Order</i></p>
02/01/2018	<p> <b>Motion (9:00 AM)</b> (Judicial Officer: Wiese, Jerry A.)</p> <p><i>Defendant's Motion To Reopen And Extend Discovery</i></p> <p>Trial Date Set;</p> <p>Journal Entry Details:</p> <p><i>Ms. Powell (Scaturro) noted they reached out to counsel; however, did not receive a response which lead to the filing of this motion. Further, the HOA filed their answer to the claims three days prior to the filing of the Notice of Entry staying the case. Additionally, the parties present responded to the disclosures, written discovery, and requested to reopen the discovery. Statement by Mr. Bohn regarding the Shadow Canyon case. Colloquy regarding trial. COURT ORDERED, motion GRANTED; Ms. Powell (Scaturro) to prepare the Order. Colloquy regarding disclosure deadlines and trial. COURT FURTHER ORDERED, trial SET; Ms. Powell to include in the Order the dates listed in the brief. 8/6/18 9:00 AM PRE TRIAL CONFERENCE 8/27/18 9:00 AM CALENDAR CALL 9/4/18 10:30 AM JURY TRIAL;</i></p>
02/12/2018	<p><b>CANCELED Pre Trial Conference (9:00 AM)</b> (Judicial Officer: Wiese, Jerry A.)</p> <p><i>Vacated</i></p>
03/05/2018	<p><b>CANCELED Calendar Call (9:00 AM)</b> (Judicial Officer: Wiese, Jerry A.)</p> <p><i>Vacated - per Judge</i></p>
03/12/2018	<p><b>CANCELED Jury Trial (10:30 AM)</b> (Judicial Officer: Wiese, Jerry A.)</p> <p><i>Vacated - per Judge</i></p>
08/22/2018	<p><b>Motion for Summary Judgment (9:00 AM)</b> (Judicial Officer: Wiese, Jerry A.)</p> <p><i>Plaintiff / Counterdefendant's Motion for Summary Judgment Against Defendant Bank of New York Mellon</i></p> <p>Motion Denied;</p>
08/22/2018	<p><b>Motion for Summary Judgment (9:00 AM)</b> (Judicial Officer: Wiese, Jerry A.)</p> <p><i>Plaintiff / Counterdefendant's Motion for Summary Judgment Against Defendant Green Tree</i></p> <p>Motion Denied;</p>
08/22/2018	<p><b>Motion for Summary Judgment (9:00 AM)</b> (Judicial Officer: Wiese, Jerry A.)</p> <p><i>Defendant's Motion for Summary Judgment</i></p> <p>Motion Denied;</p>
08/22/2018	<p> <b>All Pending Motions (9:00 AM)</b> (Judicial Officer: Wiese, Jerry A.)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>PLAINTIFF / COUNTERDEFENDANT'S MOTION FOR SUMMARY JUDGMENT AGAINST DEFENDANT BANK OF NEW YORK MELLON...PLAINTIFF / COUNTERDEFENDANT'S MOTION FOR SUMMARY JUDGMENT AGAINST DEFENDANT GREEN</i></p>



# CASE SUMMARY

CASE No. A-14-693882-C

	<p><i>TREE...DEFENDANT'S MOTION FOR SUMMARY JUDGMENT William Habdas, Esq., also present on behalf of Defendant, Bank of New York Mellon. Mr. Bohn noted this was an issue where the Bank was claiming both a federal interest and a tender, indicating briefs contained all the argument for review in case of appeal. Furthermore, would submit on the issue of validity of the sale, the federal interest, and tender. Court noted there were still issues regarding tender, the federal foreclosure bar, and BFP status. Mr. Habdas stated there were no facts at issue with regards to tender, there were no genuine issues of material fact and the declaration was sufficient to overcome all hearsay. COURT further noted, there were still genuine issues of material fact, and ORDERED, all Motions DENIED. Court directed Counsel to prepare one Order for all Motions.;</i></p>
09/10/2018	<p> <b>Pre Trial Conference</b> (9:00 AM) (Judicial Officer: Wiese, Jerry A.)</p> <p>Matter Heard; Journal Entry Details: <i>Counsel anticipate two days for trial. COURT ORDERED, trial SET for 11/5/18 at 9:00 AM, second position. Order for Summary Judgment signed and returned in open court regarding previous ruling.;</i></p>
09/26/2018	<p> <b>Motion</b> (9:00 AM) (Judicial Officer: Wiese, Jerry A.)</p> <p><i>The Bank of New York Mellon FKA The Bank of New York as Successor Trustee to JPMorgan Chase Bank N.A. as Trustee for the Certificateholders of CWABS Master Trust Revolving Home Equity Loan Asset Backed Notes Series 2004-T and Green Tree Servicing, LLC s Motion for Fannie Mae to Appear by Simultaneous Audiovisual Transmission Equipment at Trial on Order Shortening Time Simultaneous Audiovisual Transmission Equipment Appearance Granted; The Bank of New York Mellon FKA The Bank of New York as Successor Trustee to JP Morgan Chase Bank N.A. as Trustee for the Certificate holders of CWABS Master Trust Revolving Home Equity Loan Asset Backed Notes Series 2004-T and Green Tree Servicing, LLC's Motion for Fannie Mae to Appear by Simultaneous Audiovisual Transmission Equipment at Trial on OST Simultaneous Audiovisual Transmission Equipment Appearance Journal Entry Details: COURT ORDERED, motion GRANTED. FURTHER, parties are to send the name, email address, date and time of the hearing on the order provided to the Court. Additionally, parties are to email the document to be used at trial to each other prior to the time of trial.;</i></p>
10/01/2018	<p><b>CANCELED Calendar Call</b> (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated</i></p>
10/08/2018	<p><b>CANCELED Bench Trial</b> (10:30 AM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated</i></p>
11/05/2018	<p><b>CANCELED Bench Trial</b> (9:00 AM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated 11/5 and 11/6 - Second Position</i></p>
12/03/2018	<p> <b>Pre Trial Conference</b> (9:00 AM) (Judicial Officer: Wiese, Jerry A.)</p> <p>Matter Heard; Journal Entry Details: <i>Upon Court's inquiry, Mr. Brenner indicated it was a HERA and tender issue and anticipated 2 days for Trial. COURT ORDERED, Trial SET for January 28, 2019 at 9:00 AM, second position. Counsel advised matter was overflow eligible. Colloquy regarding Trial dates. COURT FURTHER ORDERED, Rock Jung approved to appear via video.;</i></p>
01/02/2019	<p><b>CANCELED Bench Trial</b> (10:30 AM) (Judicial Officer: Wiese, Jerry A.) <i>Vacated - per Judge</i></p>
01/28/2019	<p> <b>Bench Trial</b> (9:00 AM) (Judicial Officer: Wiese, Jerry A.)</p> <p><b>01/28/2019-01/29/2019</b> <i>Bench Trial - 2nd position Trial Continues; Decision Pending; Journal Entry Details:</i></p>

**CASE SUMMARY**

**CASE NO. A-14-693882-C**

*Testimony and Exhibits presented (see worksheets). Defense REST. Closing arguments by Mr. Bohn and Ms. Morgan. Rebuttal by Mr. Bohn. COURT ORDERED, Counsel to submit proposed findings of fact and conclusions of law.;*

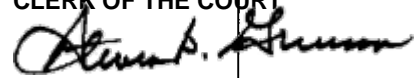
Trial Continues;

Decision Pending;

Journal Entry Details:

*Counsel advised the only parties remaining in the matter were Bank of NY Mellon and Green Tree Servicing LLC. A Stipulation and Order to Dismiss the HOA and NAS was submitted, SIGNED IN OPEN COURT and returned to counsel. Court advised the Freddie Mac party who was appearing by Blue Jean video conferencing tomorrow had changed. Plaintiff waived opening statement. Opening statement by Mr. Sechrist. Exhibits and testimony presented (see worksheet). Trial in afternoon recess. COURT ORDERED, trial CONTINUED. CONTINUED TO: 1/29/19 10:30 AM;*





**DISTRICT COURT  
CLARK COUNTY, NEVADA  
-oOo-**

SATICOY BAY LLC SERIES 133 )  
MCLAREN, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
GREEN TREE SERVICING LLC; THE )  
BANK OF NEW YORK MELLON FKA )  
THE BANK OF NEW YORK, AS )  
SUCCESSOR TRUSTEE TO JP )  
MORGAN CHASE BANK, N.A., AS )  
TRUSTEE FOR THE CERTIFICATE- )  
HOLDERS OF CWABS MASTER )  
TRUST, REVOLVING HOME EQUITY )  
LOAN ASSET BACKED NOTES, )  
SERIES 2004-T; NATIONAL DEFAULT )  
SERVICING CORPORATION; CTC )  
REAL ESTATE SERVICES; CHARLES )  
J. WIGHT; AND TARA WIGHT, )  
 )  
Defendants, )  
 )  
AND RELATED CLAIMS )  
 )

CASE NO.: A-14-693882-C  
DEPT NO.: XXX

JUDGMENT FOLLOWING  
NON-JURY TRIAL

The above-referenced case came on for a Trial before Judge Jerry A. Wiese II, without a Jury, on January 28-29, 2018. The parties were represented by counsel, who presented evidence and argued their respective positions. The Court thereafter took the matter under advisement, and now issues the following Order/Judgment.

**UNDERLYING FACTS**

This case concerns title to the real property located at 133 McLaren Street, Henderson, Nevada, 89074, Parcel Number 178-16-215-068. On or about November 16, 2004, Charles and Tara Wight, obtained a loan from Countrywide Home Loans in the amount of \$220,000.00 to purchase the property.

Repayment of the above-referenced loan was secured by a Deed of Trust, recorded on November 23, 2004, as Instrument No.: 20041123-0002449, which

1 identified Countrywide Home Loans as the Lender, and MERS as beneficiary and  
2 nominee for Lender and Lender's successors and assigns.

3 On May 28, 2013, MERS assigned the beneficial interest in the deed to Green  
4 Tree Servicing LLC, and such assignment was recorded on May 28, 2013.

5 On January 14, 2011, NAS, as agent for Hillpoint (the HOA), recorded a Notice  
6 of Delinquent Assessment Lien.

7 On September 9, NAS recorded a Notice of Default and Election to Sell.

8 On October 29, 2013, NAS recorded a Notice of Foreclosure Sale, setting the sale  
9 for November 22, 2013.

10 On November 26, 2013, NAS recorded a foreclosure deed against the property,  
11 stating that it had sold the HOA's interest to Plaintiff for \$10,200.00, on November 22,  
12 2013.

13 On November 22, 2013, Green Tree was the servicer of the loan and the record  
14 beneficiary of the Deed of Trust.

#### 15 **ISSUES PRESENTED**

16 The issues for the Court to address consist primarily of the following:

- 17 • Did FNMA (Fannie Mae) have an interest in the subject property such that the  
18 Federal Foreclosure Bar provision of the Housing and Economic Recovery Act  
(HERA), prohibits nonconsensual foreclosure of assets held by the Federal  
Housing Finance Agency (FHFA)?
- 19 • Did the homeowner make payments sufficient to satisfy the Chapter 116  
20 Superpriority Lien, such that when the foreclosure sale occurred, the lender's  
21 interests were preserved?
- 22 • Did the lender's alleged tender of the Superpriority Lien amount to the HOA  
23 protect the lender's interests in the property?
- 24 • Was there a good faith rejection of the Superpriority Lien tender?

#### 25 **LEGAL ANALYSIS**

- 26 • **Did FNMA (Fannie Mae) have an interest in the subject property such**  
27 **that the Federal Foreclosure Bar provision of the Housing and**  
28 **Economic Recovery Act (HERA), prohibits nonconsensual**  
**foreclosure of assets held by the Federal Housing Finance Agency**  
**(FHFA)?**

1 With regard to Fannie Mae's alleged interest in the loan, the Court acknowledges  
2 that the following information is contained at the bottom of the Corporate Assignment  
3 of Deed of Trust:

4 GTSAV 20225711 – FNMA MIN 100015700043943683 MERS PHONE 1-888-  
5 679-6377 DOCR T1613055309 [C] EFRMNV1

6 (Exhibit 6, bate GTS (Wight)0050)

7 The lender argues that the above-referenced information evidences Fannie  
8 Mae's interest in the loan. Other than screen shots of Green Tree/Ditech's computer  
9 system, this is the only document that suggests anything about Fannie Mae, and it  
10 clearly does not evidence that Fannie Mae has an interest in the loan.

11 The lender's witnesses further testified that Fannie Mae was the owner of the  
12 loan, and Green Tree/ Ditech, was only its "servicer." The lender's witnesses referred  
13 to screen shots to evidence Fannie Mae's interest in the loan. As this Court has  
14 previously tried many of these cases, the Court has asked the lender's witnesses, and  
15 specifically the Fannie Mae representatives, for documentary evidence of Fannie Mae's  
16 interest.

17 The Deeds of Trust occasionally, but very rarely, indicate that Fannie Mae has an  
18 interest in the loan. The Court does not require that Fannie Mae have a recorded  
19 interest in order to establish an interest in the loan, but the Court notes that in this  
20 case, Fannie Mae does not have a recorded interest. The evidence suggests that if  
21 Fannie Mae owns a loan, there is a "servicing contract" between Fannie Mae and its  
22 servicer. Such a servicing contract was not introduced in evidence in this case. The  
23 evidence suggests that if Fannie Mae owns a loan, the original note is held by a  
24 custodian, and a tri-party custodial agreement exists between Fannie Mae, the servicer,  
25 and the custodian. Such a custodial agreement was not introduced in evidence in this  
26 case. If Fannie Mae owns a loan, there should be financial records indicating that the  
27 servicer collects mortgage payments, retains a portion for its servicing charge, and  
28 submits the rest to Fannie Mae. Such financial documents were not introduced in  
evidence in this case. The Court asked the lender's witnesses, since Green Tree/Ditech  
is the recorded beneficiary of the Deed of Trust, and as the servicer it has the right to  
acquire and possess the original note (which is apparently endorsed in blank), what

1 prevents Green Tree/Ditech from selling or otherwise transferring all interest in that  
2 loan to another entity. There is really no good answer because it appears that Green  
3 Tree/Ditech would be able to accomplish just that. All of this evidence, or the lack of  
4 any real evidence indicating Fannie Mae's interest in the loan, indicates that Fannie  
5 Mae has failed in its burden to establish an interest in the loan, and consequently, the  
6 Federal Foreclosure Bar would not apply, to prevent the foreclosure sale of the subject  
7 property.

- 8 • **Did the homeowner make payments sufficient to satisfy the Chapter**  
9 **116 Superpriority Lien, such that when the foreclosure sale occurred,**  
10 **the lender's interests were preserved?**

11 Exhibit 30 was used in an attempt to establish that payments made by the  
12 homeowner were made in an attempt to satisfy the superpriority portion of the HOA  
13 lien. The HOA assessments were apparently \$92.25 quarterly, or \$30.75 per month.  
14 Consequently, the superpriority amount of the lien (9 months of assessments) would be  
15 \$276.75. Exhibit 30 was used to establish that the homeowner paid more than  
16 \$276.75, which was transferred to the HOA, and arguably could have satisfied the  
17 superpriority lien. Such an argument is consistent with the Nevada Supreme Court's  
18 unpublished opinion in *Saticoy Bay LLC v. JP Morgan Chase Bank (Golden Hill)*, 408  
19 P.3d 558 (Nev. 2017, unpublished), in which the Court held that the record contained  
20 "undisputed evidence that the former homeowner made payments sufficient to satisfy  
21 the superpriority component of the HOA's lien and that the HOA applied those  
22 payments to the superpriority component of the former homeowner's outstanding  
23 balance." *Id.* The Court further indicated that "at the time of the foreclosure sale, there  
24 was no superpriority component of the HOA's lien that could have extinguished  
25 respondent's deed of trust." *Id.* In a later case, however, *SFR Investments Pool 1, LLC*  
26 *v. Wells Fargo Bank, N.A.*, 432 P.3d 172 (Nev. 2018, unpublished), the Supreme Court  
27 indicated that "Assuming a homeowner can satisfy the default as to the superpriority  
28 portion of an HOA's lien, the record does not establish that the HOA in this case  
allocated or had an obligation to allocate the former homeowner's payments in that  
manner." *Id.* Similarly, in the present case, there is insufficient evidence that the  
homeowner intended such payments to be applied to the superpriority portion of the  
HOA lien, or that the HOA allocated or had an obligation to allocate the payments in  
that manner.

1 Consequently, the Court does not find that the homeowner's payments were  
2 sufficient to satisfy the Chapter 116 Superpriority Lien, to preserve the lender's interest  
3 in the property.

- 4 • **Did the lender's alleged tender of the Superpriority Lien amount to  
5 the HOA protect the lender's interests in the property?**

6 On or about December 16, 2011, Bank of America, through its attorneys, Miles,  
7 Bauer, tendered a check to the HOA, in the amount of \$276.75, to preserve its super-  
8 priority interest in the property. Such amount represented nine months of delinquent  
9 assessments recoverable by the HOA. The Miles, Bauer letter dated December 16, 2011,  
10 contained the following language:

11 This is a non-negotiable amount and any endorsement of said cashier's check on  
12 your part, whether express or implied, will be strictly construed as an  
13 unconditional acceptance on your part of the facts stated herein and express  
14 agreement that BANA's financial obligations toward the HOA in regards to the  
15 real property located at 133 McLaren Street have now been "paid in full."

16 (See Exhibit 14, GTS (Wight) 0138-0139).

17 In *Bank of America, N.A. v. SFR Investments Pool 1, LLC, (Diamond Spur)*, 134  
18 Nev. Adv.Op. 72, 427 P.3d 113 (2018), the Nevada Supreme Court cited the exact same  
19 language from a Miles, Bauer letter, and concluded that it was a legal right that BANA  
20 had a right to insist on, and it was not an improper condition. The Court indicated in  
21 that case that when the first deed of trust holder tenders the superpriority amount due,  
22 it results in the buyer at foreclosure "taking the property subject to the deed of trust."  
23 *Id.*, at 116. This case has facts almost exactly the same as the *Diamond Spur* case.  
24 Bank of Nevada tendered the superpriority amount, and it was rejected by the HOA.

25 Based on the Nevada Supreme Court's analysis in the *Diamond Spur* case, this  
26 Court must conclude that the bank's tender in the present case, was sufficient to satisfy  
27 the super-priority lien amount, and preserved the Bank's interest in the property, such  
28 that the purchaser at the foreclosure sale, purchased the property subject to the deed of  
trust.

- **Was there a good faith rejection of the Superpriority Lien tender?**

The purchaser argues that there was a good faith rejection of the bank's tender.  
In the *Diamond Spur* case, SFR argued that even if the bank's tender was valid, the  
HOA's good faith rejection, under a belief that the bank needed to tender the entire



1 amount of the lien, was a defense to the tender. The Nevada Supreme Court in  
2 *Diamond Spur* addressed the “good-faith rejection” argument and rejected it. The  
3 Court stated, “We therefore reject SFR’s claim that the HOA’s asserted ‘good faith’ in  
4 rejecting Bank of America’s tender allowed the HOA to proceed with the sale, thereby  
5 extinguishing Bank of America’s first deed of trust.” *Id.*, at 119. This Court finds no  
6 “good-faith rejection of the tender, and concludes that the bank’s tender was sufficient  
7 to preserve its interest in the property.

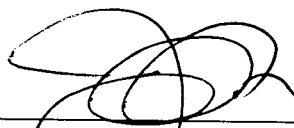
8 The Court finds no merit to the other various arguments asserted by the  
9 purchaser, with regard to BFP status, the statute of frauds argument, the request for  
10 other equitable relief, etc.

11 Based upon the foregoing, the testimony and evidence presented to the Court,  
12 and other good cause appearing, the Court hereby concludes that Fannie Mae did not  
13 present sufficient evidence to establish that it had an interest in the subject property,  
14 and consequently, the Federal Foreclosure Bar did not prohibit the foreclosure of the  
15 subject property in this case. The Court concludes that the homeowner’s payments to  
16 the HOA did not satisfy the superpriority lien, as there was no evidence that the  
17 homeowner intended, nor that the HOA was obligated to apply the payments from the  
18 homeowner to the delinquent assessments. The Court does conclude that the lender’s  
19 tender of the superpriority lien amount to the HOA protected the lender’s interest in  
20 the property, and consequently, the purchaser purchased the property subject to the  
21 Deed of Trust. Finally, the Court does not find that the rejection of the superpriority  
22 tender to be in good faith, nor any of the other equitable arguments offered by the  
23 purchaser, to be persuasive.

## 24 **JUDGMENT.**

25 Judgment is hereby entered in favor of the Defendants and against the Plaintiff,  
26 insomuch as the Court finds that the purchaser took title to the property subject to the  
27 Deed of Trust, and the lender’s interest in the property was preserved by the tender of  
28 the superpriority lien amount.

DATED this 25<sup>th</sup> day of March, 2019.

  
JERRY A. WIESE II, DIST. CT. JUDGE  
EIGHTH JUDICIAL DISTRICT COURT  
DEPARTMENT XXX

DISTRICT COURT  
CLARK COUNTY, NEVADA  
-oOo-

*Steven D. Grierson*

SATICOY BAY LLC SERIES 133 )  
MCLAREN, )  
Plaintiff, )

vs. )

GREEN TREE SERVICING LLC; THE )  
BANK OF NEW YORK MELLON FKA )  
THE BANK OF NEW YORK, AS )  
SUCCESSOR TRUSTEE TO JP )  
MORGAN CHASE BANK, N.A., AS )  
TRUSTEE FOR THE CERTIFICATE- )  
HOLDERS OF CWABS MASTER )  
TRUST, REVOLVING HOME EQUITY )  
LOAN ASSET BACKED NOTES, )  
SERIES 2004-T; NATIONAL DEFAULT )  
SERVICING CORPORATION; CTC )  
REAL ESTATE SERVICES; CHARLES )  
J. WIGHT; AND TARA WIGHT, )

Defendants, )

AND RELATED CLAIMS )

CASE NO.: A-14-693882-C  
DEPT NO.: XXX

NOTICE OF ENTRY OF  
ORDER:  
JUDGMENT FOLLOWING  
NON-JURY TRIAL

You are hereby notified that this Court entered **Judgment Following Non-Jury Trial**, a copy of which is attached hereto.

DATED this 25th day of March 2019.

*Jerry A. Wiese*

JERRY A WIESE

DISTRICT COURT JUDGE

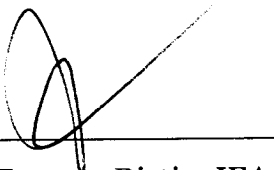
<input type="checkbox"/> Non-Jury Disposed After Trial Start	<input type="checkbox"/> Jury Disposed After Trial Start
<input checked="" type="checkbox"/> Non-Jury Judgment Reached	<input type="checkbox"/> Jury Verdict Reached
<input type="checkbox"/> Transferred before Trial	<input type="checkbox"/> Other - _____

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## CERTIFICATE OF SERVICE

I hereby certify that on the date filed, a copy of this Order was electronically served through the Eighth Judicial District Court EFP system, or, if no e-mail was provided, mailed or placed in the Clerk's Office attorney folder for:

"Ariel E. Stern, Esq." . ariel.stern@akerman.com  
"Chris Yergensen, Esq." . Chris@nas-inc.com  
"Michael R. Brooks, Esq." . MBrooks@brookshubley.com  
Akerman Las Vegas Office . akermanlas@akerman.com  
Brandon E. Wood . brandon@nas-inc.com  
Brienne Siriwan . brienne.siriwan@akerman.com  
efile Brooks Hubley . efile@brookshubley.com  
Eserve Contact . office@bohnlawfirm.com  
Gregory L. Wilde . glw@tblaw.com  
HOALG E-Serve . eserve@nrs116.com  
Jessica Perlick . jperlick@brookshubley.com  
Michael F Bohn Esq . mbohn@bohnlawfirm.com  
Nicole Lane . NLane@brookshubley.com  
Susan E. Moses . susanm@nas-inc.com  
Jared Sechrist . jared.sechrist@akerman.com  
Sherri Tyrrellmarcia@boyacklaw.com  
Mike Van Luven . mike@boyacklaw.com

  
Tatyana Ristic, JEA

DISTRICT COURT  
CLARK COUNTY, NEVADA

-oOo-



SATICOY BAY LLC SERIES 133  
MCLAREN,

Plaintiff,

vs.

GREEN TREE SERVICING LLC; THE  
BANK OF NEW YORK MELLON FKA  
THE BANK OF NEW YORK, AS  
SUCCESSOR TRUSTEE TO JP  
MORGAN CHASE BANK, N.A., AS  
TRUSTEE FOR THE CERTIFICATE-  
HOLDERS OF CWABS MASTER  
TRUST, REVOLVING HOME EQUITY  
LOAN ASSET BACKED NOTES,  
SERIES 2004-T; NATIONAL DEFAULT  
SERVICING CORPORATION; CTC  
REAL ESTATE SERVICES; CHARLES  
J. WIGHT; AND TARA WIGHT,

Defendants,

AND RELATED CLAIMS

CASE NO.: A-14-693882-C  
DEPT NO.: XXX

JUDGMENT FOLLOWING  
NON-JURY TRIAL

The above-referenced case came on for a Trial before Judge Jerry A. Wiese II, without a Jury, on January 28-29, 2018. The parties were represented by counsel, who presented evidence and argued their respective positions. The Court thereafter took the matter under advisement, and now issues the following Order/Judgment.

**UNDERLYING FACTS**

This case concerns title to the real property located at 133 McLaren Street, Henderson, Nevada, 89074, Parcel Number 178-16-215-068. On or about November 16, 2004, Charles and Tara Wight, obtained a loan from Countrywide Home Loans in the amount of \$220,000.00 to purchase the property.

Repayment of the above-referenced loan was secured by a Deed of Trust, recorded on November 23, 2004, as Instrument No.: 20041123-0002449, which

1 identified Countrywide Home Loans as the Lender, and MERS as beneficiary and  
2 nominee for Lender and Lender's successors and assigns.

3 On May 28, 2013, MERS assigned the beneficial interest in the deed to Green  
4 Tree Servicing LLC, and such assignment was recorded on May 28, 2013.

5 On January 14, 2011, NAS, as agent for Hillpoint (the HOA), recorded a Notice  
6 of Delinquent Assessment Lien.

7 On September 9, NAS recorded a Notice of Default and Election to Sell.

8 On October 29, 2013, NAS recorded a Notice of Foreclosure Sale, setting the sale  
9 for November 22, 2013.

10 On November 26, 2013, NAS recorded a foreclosure deed against the property,  
11 stating that it had sold the HOA's interest to Plaintiff for \$10,200.00, on November 22,  
12 2013.

13 On November 22, 2013, Green Tree was the servicer of the loan and the record  
14 beneficiary of the Deed of Trust.

#### 15 **ISSUES PRESENTED**

16 The issues for the Court to address consist primarily of the following:

- 17 • Did FNMA (Fannie Mae) have an interest in the subject property such that the  
18 Federal Foreclosure Bar provision of the Housing and Economic Recovery Act  
(HERA), prohibits nonconsensual foreclosure of assets held by the Federal  
Housing Finance Agency (FHFA)?
- 19 • Did the homeowner make payments sufficient to satisfy the Chapter 116  
20 Superpriority Lien, such that when the foreclosure sale occurred, the lender's  
21 interests were preserved?
- 22 • Did the lender's alleged tender of the Superpriority Lien amount to the HOA  
23 protect the lender's interests in the property?
- 24 • Was there a good faith rejection of the Superpriority Lien tender?

#### 25 **LEGAL ANALYSIS**

- 26 • **Did FNMA (Fannie Mae) have an interest in the subject property such**  
27 **that the Federal Foreclosure Bar provision of the Housing and**  
28 **Economic Recovery Act (HERA), prohibits nonconsensual**  
**foreclosure of assets held by the Federal Housing Finance Agency**  
**(FHFA)?**

1 With regard to Fannie Mae's alleged interest in the loan, the Court acknowledges  
2 that the following information is contained at the bottom of the Corporate Assignment  
3 of Deed of Trust:

4 GTSAV 20225711 – FNMA MIN 100015700043943683 MERS PHONE 1-888-  
5 679-6377 DOCR T1613055309 [C] EFRMNV1

6 (Exhibit 6, bate GTS (Wight)0050)

7 The lender argues that the above-referenced information evidences Fannie  
8 Mae's interest in the loan. Other than screen shots of Green Tree/Ditech's computer  
9 system, this is the only document that suggests anything about Fannie Mae, and it  
10 clearly does not evidence that Fannie Mae has an interest in the loan.

11 The lender's witnesses further testified that Fannie Mae was the owner of the  
12 loan, and Green Tree/ Ditech, was only its "servicer." The lender's witnesses referred  
13 to screen shots to evidence Fannie Mae's interest in the loan. As this Court has  
14 previously tried many of these cases, the Court has asked the lender's witnesses, and  
15 specifically the Fannie Mae representatives, for documentary evidence of Fannie Mae's  
16 interest.

17 The Deeds of Trust occasionally, but very rarely, indicate that Fannie Mae has an  
18 interest in the loan. The Court does not require that Fannie Mae have a recorded  
19 interest in order to establish an interest in the loan, but the Court notes that in this  
20 case, Fannie Mae does not have a recorded interest. The evidence suggests that if  
21 Fannie Mae owns a loan, there is a "servicing contract" between Fannie Mae and its  
22 servicer. Such a servicing contract was not introduced in evidence in this case. The  
23 evidence suggests that if Fannie Mae owns a loan, the original note is held by a  
24 custodian, and a tri-party custodial agreement exists between Fannie Mae, the servicer,  
25 and the custodian. Such a custodial agreement was not introduced in evidence in this  
26 case. If Fannie Mae owns a loan, there should be financial records indicating that the  
27 servicer collects mortgage payments, retains a portion for its servicing charge, and  
28 submits the rest to Fannie Mae. Such financial documents were not introduced in  
evidence in this case. The Court asked the lender's witnesses, since Green Tree/Ditech  
is the recorded beneficiary of the Deed of Trust, and as the servicer it has the right to  
acquire and possess the original note (which is apparently endorsed in blank), what

1 prevents Green Tree/Ditech from selling or otherwise transferring all interest in that  
2 loan to another entity. There is really no good answer because it appears that Green  
3 Tree/Ditech would be able to accomplish just that. All of this evidence, or the lack of  
4 any real evidence indicating Fannie Mae's interest in the loan, indicates that Fannie  
5 Mae has failed in its burden to establish an interest in the loan, and consequently, the  
6 Federal Foreclosure Bar would not apply, to prevent the foreclosure sale of the subject  
7 property.

- 8 • **Did the homeowner make payments sufficient to satisfy the Chapter**  
9 **116 Superpriority Lien, such that when the foreclosure sale occurred,**  
10 **the lender's interests were preserved?**

11 Exhibit 30 was used in an attempt to establish that payments made by the  
12 homeowner were made in an attempt to satisfy the superpriority portion of the HOA  
13 lien. The HOA assessments were apparently \$92.25 quarterly, or \$30.75 per month.  
14 Consequently, the superpriority amount of the lien (9 months of assessments) would be  
15 \$276.75. Exhibit 30 was used to establish that the homeowner paid more than  
16 \$276.75, which was transferred to the HOA, and arguably could have satisfied the  
17 superpriority lien. Such an argument is consistent with the Nevada Supreme Court's  
18 unpublished opinion in *Saticoy Bay LLC v. JP Morgan Chase Bank (Golden Hill)*, 408  
19 P.3d 558 (Nev. 2017, unpublished), in which the Court held that the record contained  
20 "undisputed evidence that the former homeowner made payments sufficient to satisfy  
21 the superpriority component of the HOA's lien and that the HOA applied those  
22 payments to the superpriority component of the former homeowner's outstanding  
23 balance." *Id.* The Court further indicated that "at the time of the foreclosure sale, there  
24 was no superpriority component of the HOA's lien that could have extinguished  
25 respondent's deed of trust." *Id.* In a later case, however, *SFR Investments Pool 1, LLC*  
26 *v. Wells Fargo Bank, N.A.*, 432 P.3d 172 (Nev. 2018, unpublished), the Supreme Court  
27 indicated that "Assuming a homeowner can satisfy the default as to the superpriority  
28 portion of an HOA's lien, the record does not establish that the HOA in this case  
allocated or had an obligation to allocate the former homeowner's payments in that  
manner." *Id.* Similarly, in the present case, there is insufficient evidence that the  
homeowner intended such payments to be applied to the superpriority portion of the  
HOA lien, or that the HOA allocated or had an obligation to allocate the payments in  
that manner.

1           Consequently, the Court does not find that the homeowner's payments were  
2 sufficient to satisfy the Chapter 116 Superpriority Lien, to preserve the lender's interest  
3 in the property.

- 4       • **Did the lender's alleged tender of the Superpriority Lien amount to  
5 the HOA protect the lender's interests in the property?**

6           On or about December 16, 2011, Bank of America, through its attorneys, Miles,  
7 Bauer, tendered a check to the HOA, in the amount of \$276.75, to preserve its super-  
8 priority interest in the property. Such amount represented nine months of delinquent  
9 assessments recoverable by the HOA. The Miles, Bauer letter dated December 16, 2011,  
10 contained the following language:

11           This is a non-negotiable amount and any endorsement of said cashier's check on  
12 your part, whether express or implied, will be strictly construed as an  
13 unconditional acceptance on your part of the facts stated herein and express  
14 agreement that BANA's financial obligations toward the HOA in regards to the  
15 real property located at 133 McLaren Street have now been "paid in full."

16 (See Exhibit 14, GTS (Wight) 0138-0139).

17           In *Bank of America, N.A. v. SFR Investments Pool 1, LLC, (Diamond Spur)*, 134  
18 Nev. Adv.Op. 72, 427 P.3d 113 (2018), the Nevada Supreme Court cited the exact same  
19 language from a Miles, Bauer letter, and concluded that it was a legal right that BANA  
20 had a right to insist on, and it was not an improper condition. The Court indicated in  
21 that case that when the first deed of trust holder tenders the superpriority amount due,  
22 it results in the buyer at foreclosure "taking the property subject to the deed of trust."  
23 *Id.*, at 116. This case has facts almost exactly the same as the *Diamond Spur* case.

24 Bank of Nevada tendered the superpriority amount, and it was rejected by the HOA.

25           Based on the Nevada Supreme Court's analysis in the *Diamond Spur* case, this  
26 Court must conclude that the bank's tender in the present case, was sufficient to satisfy  
27 the super-priority lien amount, and preserved the Bank's interest in the property, such  
28 that the purchaser at the foreclosure sale, purchased the property subject to the deed of  
trust.

- **Was there a good faith rejection of the Superpriority Lien tender?**

          The purchaser argues that there was a good faith rejection of the bank's tender.  
In the *Diamond Spur* case, SFR argued that even if the bank's tender was valid, the  
HOA's good faith rejection, under a belief that the bank needed to tender the entire



1 amount of the lien, was a defense to the tender. The Nevada Supreme Court in  
2 *Diamond Spur* addressed the “good-faith rejection” argument and rejected it. The  
3 Court stated, “We therefore reject SFR’s claim that the HOA’s asserted ‘good faith’ in  
4 rejecting Bank of America’s tender allowed the HOA to proceed with the sale, thereby  
5 extinguishing Bank of America’s first deed of trust.” *Id.*, at 119. This Court finds no  
6 “good-faith rejection of the tender, and concludes that the bank’s tender was sufficient  
7 to preserve its interest in the property.

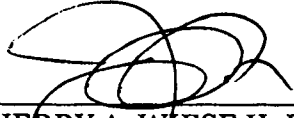
8 The Court finds no merit to the other various arguments asserted by the  
9 purchaser, with regard to BFP status, the statute of frauds argument, the request for  
10 other equitable relief, etc.

11 Based upon the foregoing, the testimony and evidence presented to the Court,  
12 and other good cause appearing, the Court hereby concludes that Fannie Mae did not  
13 present sufficient evidence to establish that it had an interest in the subject property,  
14 and consequently, the Federal Foreclosure Bar did not prohibit the foreclosure of the  
15 subject property in this case. The Court concludes that the homeowner’s payments to  
16 the HOA did not satisfy the superpriority lien, as there was no evidence that the  
17 homeowner intended, nor that the HOA was obligated to apply the payments from the  
18 homeowner to the delinquent assessments. The Court does conclude that the lender’s  
19 tender of the superpriority lien amount to the HOA protected the lender’s interest in  
20 the property, and consequently, the purchaser purchased the property subject to the  
21 Deed of Trust. Finally, the Court does not find that the rejection of the superpriority  
22 tender to be in good faith, nor any of the other equitable arguments offered by the  
23 purchaser, to be persuasive.

24 **JUDGMENT.**

25 Judgment is hereby entered in favor of the Defendants and against the Plaintiff,  
26 insomuch as the Court finds that the purchaser took title to the property subject to the  
27 Deed of Trust, and the lender’s interest in the property was preserved by the tender of  
28 the superpriority lien amount.

DATED this 25<sup>th</sup> day of March, 2019.

  
JERRY A. WIESE II, DIST. CT. JUDGE  
EIGHTH JUDICIAL DISTRICT COURT  
DEPARTMENT XXX

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**March 19, 2014**

---

A-14-693882-C	Saticoy Bay LLC Series 133 McClaren, Plaintiff(s) vs. Green Tree Servicing LLC, Defendant(s)
---------------	--

---

**March 19, 2014**

**9:00 AM**

**All Pending Motions**

**HEARD BY:** Vega, Valorie J.

**COURTROOM:** RJC Courtroom 16B

**COURT CLERK:** Nora Pena

**RECORDER:** Lisa Lizotte

**REPORTER:**

**PARTIES**

**PRESENT:**

Bohn, Michael F

Attorney

Connell, Christopher S.

Attorney

Perri, Kelly M.

Attorney

**JOURNAL ENTRIES**

- MOTION TO DISMISS PURSUANT TO NRCP 12(b)(5); REQUEST FOR JUDICIAL NOTICE.....OPPOSITION TO MOTION TO DISMISS AND COUNTERMOTION TO STAY CASE

Argument by Mr. Connell to Dismiss. Mr. Bohn asked to continue to check the date the HOA sold its lien. Court noted the sale occurred 10/29th and the Trustee's Deed upon Sale was filed 11/26th. Mr. Bohn advised if they can work it out they may do a stipulation. COURT ORDERED, matter CONTINUED.

CONTINUED TO: 4/02/14 9:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**April 02, 2014**

---

A-14-693882-C      Saticoy Bay LLC Series 133 McClaren, Plaintiff(s)  
vs.  
Green Tree Servicing LLC, Defendant(s)

---

**April 02, 2014**

**9:30 AM**

**All Pending Motions**

**HEARD BY:** Vega, Valorie J.

**COURTROOM:** RJC Courtroom 16B

**COURT CLERK:** Nora Pena

**RECORDER:** Lisa Lizotte

**REPORTER:**

**PARTIES**

**PRESENT:**

Connell, Christopher S.  
Perri, Kelly M.

Attorney  
Attorney

**JOURNAL ENTRIES**

- Mr. Connell advised it's a status quo. Ms. Perri advised if granted, she asked for a stay and if not then she asked for a 54(b) Certification. Court stated her findings, and ORDERED, Motion to Dismiss GRANTED pursuant to NRCP 12(b)(5) and Simpson v. Mars, 113 Nev. 188 (1997) and Vacation Village v. Hitachi America, 110 Nev. 481 (1994) and NRS 116.3116 and Diakonos Holdings, LLC v. Countrywide Home Loans, Inc. 2013, WL531092, Dist. Nev. 2/11/13; and request for Judicial Notice taken pursuant to EDCR 2.20 and NRS 47.130; and Countermotion to Stay proceedings DENIED for lack of authority, this ruling will not preclude Plaintiff counsel from pursuing a stipulation and order for a stay should that be warranted and oral request for 54(b) Certification GRANTED pursuant to EDCR 2.20. Mr. Connell to prepare the order.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**February 21, 2017**

---

A-14-693882-C      Saticoy Bay LLC Series 133 McClaren, Plaintiff(s)  
vs.  
Green Tree Servicing LLC, Defendant(s)

---

**February 21, 2017      9:00 AM      Status Check**

**HEARD BY:** Wiese, Jerry A.      **COURTROOM:** RJC Courtroom 14A

**COURT CLERK:** Alice Jacobson

**RECORDER:**

**REPORTER:** Kristy Clark

**PARTIES**

**PRESENT:**      Bohn, Michael F      Attorney  
Ransom, Jesse A.      Attorney

**JOURNAL ENTRIES**

- Counsel indicated there were still pending issues regarding the tender and federal interest, therefore, stipulated to continue the stay. COURT SO ORDERED.

5/25/16 9:00 AM STATUS CHECK

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**May 25, 2017**

---

A-14-693882-C      Saticoy Bay LLC Series 133 McClaren, Plaintiff(s)  
vs.  
Green Tree Servicing LLC, Defendant(s)

---

**May 25, 2017**

**9:00 AM**

**Status Check**

**HEARD BY:** Wiese, Jerry A.

**COURTROOM:** RJC Courtroom 14A

**COURT CLERK:** Alice Jacobson

**RECORDER:**

**REPORTER:** Kristy Clark

**PARTIES**

**PRESENT:**      Saticoy Bay LLC Series 133      Plaintiff  
                         McClaren      Counter Defendant  
                         Stern, Ariel E.      Attorney  
                         Trippiedi, Adam R.      Attorney

**JOURNAL ENTRIES**

- Counsel indicated they were ready to move forward in the case and stipulated to lift the stay.  
COURT ORDERED, matter CONTINUED to 9/19/17 9:00am for further status check regarding  
setting a trial date. Stay lifted.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**September 19, 2017**

---

A-14-693882-C      Saticoy Bay LLC Series 133 McClaren, Plaintiff(s)  
vs.  
Green Tree Servicing LLC, Defendant(s)

---

**September 19, 2017      9:00 AM      Status Check**

**HEARD BY:** Wiese, Jerry A.

**COURTROOM:** RJC Courtroom 14A

**COURT CLERK:** Alice Jacobson

**RECORDER:**

**REPORTER:** Kristy Clark

**PARTIES**

**PRESENT:**      Arlitz, Jeff      Attorney  
Van Luven, Michael L.      Attorney

**JOURNAL ENTRIES**

- Counsel stipulated the Stay could be lifted. COURT SO ORDERED. Counsel estimated 3 days for trial. COURT ORDERED, trial dates SET.

2/12/18 PTC

3/5/18 CC

3/12/18 JT

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**February 01, 2018**

---

A-14-693882-C      Saticoy Bay LLC Series 133 McClaren, Plaintiff(s)  
vs.  
Green Tree Servicing LLC, Defendant(s)

---

**February 01, 2018**

**9:00 AM**

**Motion**

**HEARD BY:** Wiese, Jerry A.

**COURTROOM:** RJC Courtroom 14A

**COURT CLERK:** Natalie Ortega

**RECORDER:**

**REPORTER:** Michelle R. Ferreyra-Marez

**PARTIES**

**PRESENT:**

Bohn, Michael F  
Scaturro, Tenesa S.

Attorney  
Attorney

**JOURNAL ENTRIES**

- Ms. Powell (Scaturro) noted they reached out to counsel; however, did not receive a response which lead to the filing of this motion. Further, the HOA filed their answer to the claims three days prior to the filing of the Notice of Entry staying the case. Additionally, the parties present responded to the disclosures, written discovery, and requested to reopen the discovery. Statement by Mr. Bohn regarding the Shadow Canyon case. Colloquy regarding trial. COURT ORDERED, motion GRANTED; Ms. Powell (Scaturro) to prepare the Order. Colloquy regarding disclosure deadlines and trial. COURT FURTHER ORDERED, trial SET; Ms. Powell to include in the Order the dates listed in the brief.

8/6/18 9:00 AM PRE TRIAL CONFERENCE

8/27/18 9:00 AM CALENDAR CALL

9/4/18 10:30 AM JURY TRIAL

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**August 22, 2018**

---

A-14-693882-C	Saticoy Bay LLC Series 133 McClaren, Plaintiff(s)
	vs.
	Green Tree Servicing LLC, Defendant(s)

---

**August 22, 2018**

**9:00 AM**

**All Pending Motions**

**HEARD BY:** Wiese, Jerry A.

**COURTROOM:** RJC Courtroom 14A

**COURT CLERK:** Vanessa Medina

**RECORDER:**

**REPORTER:** Kimberly Farkas

**PARTIES**

**PRESENT:**

Bohn, Michael F

Attorney

Van Luven, Michael L.

Attorney

**JOURNAL ENTRIES**

- PLAINTIFF / COUNTERDEFENDANT'S MOTION FOR SUMMARY JUDGMENT AGAINST  
DEFENDANT BANK OF NEW YORK MELLON...PLAINTIFF / COUNTERDEFENDANT'S  
MOTION FOR SUMMARY JUDGMENT AGAINST DEFENDANT GREEN TREE...DEFENDANT'S  
MOTION FOR SUMMARY JUDGMENT

William Habdas, Esq., also present on behalf of Defendant, Bank of New York Mellon.

Mr. Bohn noted this was an issue where the Bank was claiming both a federal interest and a tender, indicating briefs contained all the argument for review in case of appeal. Furthermore, would submit on the issue of validity of the sale, the federal interest, and tender.

Court noted there were still issues regarding tender, the federal foreclosure bar, and BFP status.

Mr. Habdas stated there were no facts at issue with regards to tender, there were no genuine issues of material fact and the declaration was sufficient to overcome all hearsay.

COURT further noted, there were still genuine issues of material fact, and ORDERED, all Motions



DENIED. Court directed Counsel to prepare one Order for all Motions.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**September 10, 2018**

---

A-14-693882-C      Saticoy Bay LLC Series 133 McClaren, Plaintiff(s)  
vs.  
Green Tree Servicing LLC, Defendant(s)

---

**September 10, 2018      9:00 AM**

**Pre Trial Conference**

**HEARD BY:**    Wiese, Jerry A.

**COURTROOM:**    RJC Courtroom 14A

**COURT CLERK:**    Louisa Garcia

**RECORDER:**

**REPORTER:**

**PARTIES**

<b>PRESENT:</b>	Bohn, Michael F	Attorney
	Morgan, Melanie D.	Attorney
	Van Luven, Michael L.	Attorney

**JOURNAL ENTRIES**

- Counsel anticipate two days for trial. COURT ORDERED, trial SET for 11/5/18 at 9:00 AM, second position.

Order for Summary Judgment signed and returned in open court regarding previous ruling.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**September 26, 2018**

---

A-14-693882-C      Saticoy Bay LLC Series 133 McClaren, Plaintiff(s)  
vs.  
Green Tree Servicing LLC, Defendant(s)

---

**September 26, 2018**

**9:00 AM**

**Motion**

**The Bank of New  
York Mellon FKA  
The Bank of New  
York as Successor  
Trustee to JP Morgan  
Chase Bank N.A. as  
Trustee for the  
Certificate holders of  
CWABS Master Trust  
Revolving Home  
Equity Loan Asset  
Backed Notes Series  
2004-T and Green  
Tree Servicing, LLC's  
Motion for Fannie  
Mae to Appear by  
Simultaneous  
Audiovisual  
Transmission  
Equipment at Trial  
on OST  
Simultaneous  
Audiovisual  
Transmission  
Equipment  
Appearance**

**HEARD BY:** Wiese, Jerry A.

**COURTROOM:** RJC Courtroom 14A

**COURT CLERK:** Denise Husted

**RECORDER:**

**REPORTER:** Kimberly Farkas

**PRINT DATE:** 04/24/2019

**Page 10 of 14**

**Minutes Date:** March 19, 2014

**PARTIES**

<b>PRESENT:</b>	Brenner, Darren T.	Attorney
	Trippiedi, Adam R.	Attorney

**JOURNAL ENTRIES**

- COURT ORDERED, motion GRANTED. FURTHER, parties are to send the name, email address, date and time of the hearing on the order provided to the Court. Additionally, parties are to email the document to be used at trial to each other prior to the time of trial.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**December 03, 2018**

---

A-14-693882-C      Saticoy Bay LLC Series 133 McClaren, Plaintiff(s)  
vs.  
Green Tree Servicing LLC, Defendant(s)

---

**December 03, 2018      9:00 AM      Pre Trial Conference**

**HEARD BY:** Wiese, Jerry A.      **COURTROOM:** RJC Courtroom 14A

**COURT CLERK:** Vanessa Medina

**RECORDER:**

**REPORTER:** Kimberly Farkas

**PARTIES**

**PRESENT:**      Bohn, Michael F      Attorney  
                 Brenner, Darren T.      Attorney

**JOURNAL ENTRIES**

- Upon Court's inquiry, Mr. Brenner indicated it was a HERA and tender issue and anticipated 2 days for Trial. COURT ORDERED, Trial SET for January 28, 2019 at 9:00 AM, second position. Counsel advised matter was overflow eligible. Colloquy regarding Trial dates. COURT FURTHER ORDERED, Rock Jung approved to appear via video.

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**January 28, 2019**

---

A-14-693882-C      Saticoy Bay LLC Series 133 McClaren, Plaintiff(s)  
vs.  
Green Tree Servicing LLC, Defendant(s)

---

**January 28, 2019**

**9:00 AM**

**Bench Trial**

**HEARD BY:** Wiese, Jerry A.

**COURTROOM:** RJC Courtroom 14A

**COURT CLERK:** Lauren Kidd

**RECORDER:**

**REPORTER:** Kimberly Farkas

**PARTIES**

**PRESENT:**      Bohn, Michael F      Attorney  
                 Morgan, Melanie D.      Attorney  
                 Sechrist, Jared M.      Attorney

**JOURNAL ENTRIES**

- Counsel advised the only parties remaining in the matter were Bank of NY Mellon and Green Tree Servicing LLC. A Stipulation and Order to Dismiss the HOA and NAS was submitted, SIGNED IN OPEN COURT and returned to counsel. Court advised the Freddie Mac party who was appearing by Blue Jean video conferencing tomorrow had changed. Plaintiff waived opening statement. Opening statement by Mr. Sechrist. Exhibits and testimony presented (see worksheet). Trial in afternoon recess. COURT ORDERED, trial CONTINUED.

CONTINUED TO: 1/29/19 10:30 AM

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

**Title to Property**

**COURT MINUTES**

**January 29, 2019**

---

A-14-693882-C      Saticoy Bay LLC Series 133 McClaren, Plaintiff(s)  
vs.  
Green Tree Servicing LLC, Defendant(s)

---

**January 29, 2019      10:30 AM      Bench Trial**

**HEARD BY:** Wiese, Jerry A.      **COURTROOM:** RJC Courtroom 14A

**COURT CLERK:** Vanessa Medina

**RECORDER:**

**REPORTER:** Kimberly Farkas

**PARTIES**

**PRESENT:**      Bohn, Michael F      Attorney  
Morgan, Melanie D.      Attorney  
Sechrist, Jared M.      Attorney

**JOURNAL ENTRIES**

- Testimony and Exhibits presented (see worksheets). Defense REST. Closing arguments by Mr. Bohn and Ms. Morgan. Rebuttal by Mr. Bohn. COURT ORDERED, Counsel to submit proposed findings of fact and conclusions of law.

**JOINT EXHIBITS****CASE NO.: A-14-693882-C**

Exhibit #	Title/Description/Bates #	Date Offered	Obj.	Date Admitted	
1	Deed of Trust, 20041123-0002449 GTS(Wight)0001 – GTS(Wight)0028	1/28/19	Stop	1/28/19	✓
2	Deed of Trust, 20041123-0002450 GTS(Wight)0029 – GTS(Wight)0043				✓
3	Substitution of Trustee Full Reconveyance, 20050105-0000375 GTS(Wight)0044 – GTS(Wight)0046				✓
4	Notice of Delinquent Assessment Lien, 201101140001247 GTS(Wight)0047				✓
5	Notice of Default 201109090000728 GTS(Wight)0048 – GTS(Wight)0049				✓
6	Assignment of Deed of Trust, 201305280000641 GTS(Wight)0050 – GTS(Wight)0051				✓
7	Substitution of Trustee, 201309230003002 GTS(Wight)0052				✓
8	Assignment of Deed of Trust, 201310290000710 GTS(Wight)0053 – GTS(Wight)0054				✓
9	Notice of Foreclosure Sale, 201310290003584, GTS(Wight)0055 – GTS(Wight)0056				✓
10	Foreclosure Deed, 201311260001363 GTS(Wight)0057 – GTS(Wight)0059				✓
11	Copies of Notice of Default GTS(Wight)0060 through GTS(Wight)0093				✓
12	Copies of Notice of Foreclosure Sale GTS(Wight)0094 - GTS(Wight)0110	1/28/19	Stop	1/28/19	✓
13	Copies of documents related to excess proceed of foreclosure sale GTS(Wight)0111 – GTS(Wight)0127				✓
14	Miles Bauer Affidavit and Accompanying Exhibits GTS(Wight)0128 – GTS(Wight)0146	1/28/19	no	1/28/19	✓
15	Screenshots from BANA's Records showing Fannie Mae ownership GTS(Wight)0147 – GTS(Wight)0149		no	1/28/19	✓
16	Fannie Mae Lender Letter LL-2015-04 GTS(Wight)0150				✓
17	FHFA - Statement on Servicer Reliance on the Housing GTS(Wight)0151				✓
18	FHFA -Statement on HOA Super-Priority Lien Foreclosures GTS(Wight)0152				✓
19	CC&R's – 91012500374 GTS(Wight)0153 – GTS(Wight)0208				✓
20	Wire Payout Request GTS(Wight)0209	1/28/19	no	1/28/19	✓



Exhibit #	Title/Description/Bates #	Date Offered	Obj.	Date Admitted	
21	Bank of America Loan Payment History GTS(Wight)0210 - GTS(Wight)0218	1/28/19	no	1/28/19	ur ✓
22	Miles Bauer Borrower Letter Affidavit GTS(Wight)0219 - GTS(Wight)0224				ur
23	Title Insurance Policy GTS(Wight)0225 - GTS(Wight)0240				ur
24	BANA's servicing records showing prior investor information GTS(Wight)0241 - GTS(Wight)0242				ur
25	Declaration of Graham Babin GTS(Wight)0243 - GTS(Wight)0348	1-29-19	obj		ur
26	Fannie Mae MBS Processed Schedule of Mortgages GTS(Wight)0349 - GTS(Wight)0501	1-29-19	obj	1-29-19	ur
27	Fannie Mae's records - loan not securitized at time of HOA sale GTS(Wight)0502 - GTS(Wight)0505	1-29-19	obj	1-29-19	ur
28	Fannie Mae Lender Letter GTS(Wight)0506	1-29-19	obj		ur
29	MERS System Rules in effect at time of HOA sale GTS(Wight)0509 - GTS(Wight)0577				ur
30	Nevada Association Services, Inc.'s response to subpoena GTS(Wight)0578 - GTS(Wight)1007		Stip	1/28/19	ur ✓
31	Portion of bench trial testimony of C. Yergensen A-14-695770-C GTS(Wight)1008 - GTS(Wight)1153				ur
32	Deposition of David Stone 2:13-cv-01221-GMN-NJK, GTS(Wight)1154 - GTS(Wight)1207				ur
33	Trial Transcript A-13-686277-C GTS(Wight)1208 - GTS(Wight)1435				ur
34	Newsletter- Nevada Association Services, Inc. March 2008 GTS(Wight)1436 - GTS(Wight)1437				ur
35	Affidavit of NAS and newsletter dated November 19, 2010 GTS(Wight)1438 - GTS(Wight)1440				ur
36	Trial transcript - A707392 GTS(Wight)1441 - GTS(Wight)1528				ur
37	Deposition of Eddie Haddad 2:15-cv-01852 APG-PAL GTS(Wight)1529 - GTS(Wight)1563				ur
38	Minutes of the Senate Committee on Commerce and Labor 2/20/03 GTS(Wight)1564 - GTS(Wight)1586				ur
39	Deposition of Eddie Haddad 2:16-cv-03009-RFB-CWH GTS(Wight)1587 - GTS(Wight)1629				ur
40	Transcript of Bench Trial A707392 GTS(Wight)1630 - GTS(Wight)1867				ur
41	Transcript of Bench Trial A-13-679171-C GTS(Wight)1868 - GTS(Wight)2092	1/28/19			ur

Exhibit #	Title/Description/Bates #	Date Offered	Obj.	Date Admitted	
42	Various bankruptcy filings -Paradise Harbor Place Tr 12-20213-btb GTS(Wight)2093 - GTS(Wight)2142	1/28/19			wa
43	Notice of Servicing Transfer to Green Tree GTS(Wight)2143 - GTS(Wight)2146		no	1/28/19	✓ wa
44	Promissory note GTS(Wight)2147 - GTS(Wight)2150		no	1/28/19	✓ wa
45	Payoff Quote Bates no. TBD	not provided by counsel			
46	Fannie Mae Servicing Guide, an interactive version of which is publicly available at: <a href="https://www.fanniemae.com/content/guide/servicing/index.html">https://www.fanniemae.com/content/guide/servicing/index.html</a> . A static, PDF copy of the most recent version of the Guide is available at <a href="https://www.fanniemae.com/content/guide/svc091818.pdf">https://www.fanniemae.com/content/guide/svc091818.pdf</a> , and a static, PDF copy of the version of the March 2012 Servicing Guide in effect at the time of the HOA sale is available at: <a href="https://www.fanniemae.com/content/guide/svc031412.pdf">https://www.fanniemae.com/content/guide/svc031412.pdf</a>	not provided by counsel			
47	Fannie Mae Selling Guide, an interactive version of which is publicly available at: <a href="https://www.fanniemae.com/content/guide/selling/index.html">https://www.fanniemae.com/content/guide/selling/index.html</a>	not provided by counsel			

Exhibit #25

wa #25a. pg 248, 249, 250-260 1.29.19 NO 1.29.19:

wa #25b. pg 263-296 1.29.19 NO 1.29.19

wa #25c pg 261 1.29.19 NO 1.29.19

wa #25d pg 297-348 1.29.19 OBJ



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

**MICHAEL F. BOHN, ESQ.**  
**2260 CORPORATE CIR., SUITE 480**  
**HENDERSON, NV 89074**

**DATE: April 24, 2019**  
**CASE: A-14-693882-C**

**RE CASE:** SATICOY BAY LLC SERIES 133 MCLAREN vs. GREEN TREE SERVICING LLC nka DITECH FINANCIAL LLC; THE BANK OF NEW YORK MELLON fka THE BANK OF NEW YORK, AS SUCCESSOR TRUSTEE TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWABS MASTER TRUST, REVOLVING HOME EQUITY LOAN ASSET BACKED NOTES, SERIES 2004-T; NATIONAL DEFAULT SERVICING CORPORATION; CTC REAL ESTATE SERVICES; CHARLES J. WIGHT; TARA J. WIGHT,

NOTICE OF APPEAL FILED: April 22, 2019

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

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

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

---

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

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

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

---

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

# Certification of Copy

State of Nevada }  
County of Clark } SS:

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

NOTICE OF APPEAL; CASE APPEAL STATEMENT; DISTRICT COURT  
DOCKET ENTRIES; CIVIL COVER SHEET; JUDGMENT FOLLOWING NON-JURY TRIAL;  
NOTICE OF ENTRY OF ORDER: JUDGMENT FOLLOWING NON-JURY TRIAL; DISTRICT  
COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

SATICOY BAY LLC SERIES 133 MCLAREN,

Plaintiff(s),

vs.

GREEN TREE SERVICING LLC nka DITECH  
FINANCIAL LLC; THE BANK OF NEW  
YORK MELLON fka THE BANK OF NEW  
YORK, AS SUCCESSOR TRUSTEE TO  
JPMORGAN CHASE BANK, N.A., AS  
TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF CWABS  
MASTER TRUST, REVOLVING HOME  
EQUITY LOAN ASSET BACKED NOTES,  
SERIES 2004-T; NATIONAL DEFAULT  
SERVICING CORPORATION; CTC REAL  
ESTATE SERVICES; CHARLES J. WIGHT;  
TARA J. WIGHT,,

Defendant(s),

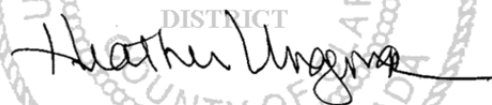
Case No: A-14-693882-C

Dept No: XXX

now on file and of record in this office.

**IN WITNESS THEREOF**, I have hereunto  
Set my hand and Affixed the seal of the  
Court at my office, Las Vegas, Nevada  
This 24 day of April 2019.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk