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Electronically Filed
Feb 13 2020 11:22 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

7 IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

8 IN AND FOR COUNTY OF WASHOE

9 oOo

10 FEDERAL NATIONAL MORTGAGE
11 ASSOCIATION,

12 Plaintiff,

13 vs.

CASE NO.: CV17-00843
DEPT. NO.: 8

14 PATRICIA ANTHONY, WILLIAM ANTHONY
15 and/or Occupants, 1-5,

16 Defendants.
17 _____/

18 **AMENDED NOTICE OF APPEAL**

19 Notice is hereby given that Defendants, PATRICIA ANTHONY and
20 WILLIAM ANTHONY, by and through their Attorney, Michael Lehnern, Esq.,
21 hereby file an Amended Notice of Appeal.

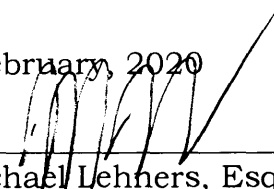
22 The Notice of Appeal of the District Court's July 10, 2019 that was filed
23 on July 24, 2019. While that order did resolve all issues between all parties, it
24 also directed the Plaintiff to prepare findings of fact and they were adopted by
25 the District Court and filed on August 16, 2019. This Amended Notice of
26 Appeal is being filed to include an appeal of the August 16, 2019 Findings of
27 Fact, Conclusion of Law and Order in addition to the District Court's July 10,
28 2019 Order.

1 Counsel wishes to advise the court that no Notice of Entry of the August
2 16, 2019 Findings of Fact, Conclusion of Law and Order of Parties Motion for
3 Summary Judgment has been filed with this court, so the appeal of those
4 findings is timely. Copies of both the July 10, 2019 Order and August 16, 2019
5 supplemental Findings are attached hereto.
6

7
8 **Affirmation**
Pursuant to NRS 239B.030

9 The Undersigned does hereby affirm that the preceding document filed in the case herein does not contain the social
10 security number of any person.

11 Dated: This 11 day of February, 2020

12 
13 Michael Lehnert, Esq.
14 Attorney for Defendants
15 Patricia and William Anthony
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CERTIFICATE OF SERVICE BY MAIL

Pursuant to Nevada Rule of Civil Procedure 5(b), I certify that on the 11
day of February, 2020 I deposited for mailing in the United States Post Office in
Reno, Nevada, with postage thereon fully prepaid, a true copy of the within

AMENDED NOTICE OF APPEAL addressed as follows:

Darren Brenner, Esq.
Ackerman, LLP
1635 Village Center Circle
Suite 200
Las Vegas, Nv 89134

A copy of this Notice is also served upon Ackerman, LLP through the
court's Eflex System.



Dolores Stigall

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7 IN THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
8 IN AND FOR THE COUNTY OF WASHOE

9 FEDERAL NATIONAL MORTGAGE
10 ASSOCIATION,

Case No. CV17-00843

Dept. No. 8

11 Plaintiff,

12 v.

13 PATRICIA ANTHONY, WILLIAM
14 ANTHONY, and/or Occupants 1-5,

15 Defendants,

16 PATRICIA ANTHONY, WILLIAM
17 ANTHONY,

18 Counterclaimants,

19 v.

20 FEDERAL NATIONAL MORTGAGE
21 ASSOCIATION,

22 Counterdefendant.

23 **ORDER AFTER HEARING**
24

25 The Court heard argument on competing motions for summary judgment on
26 July 8, 2019. Darren T. Brenner, Esq., appeared for Plaintiff/Counterdefendant,
27 Federal National Mortgage Association's ("FNMA") and Michael Lehnern, Esq.,
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1 appeared for Defendants/Counterclaimants Patricia Anthony and William Anthony
2 ("the Anthonys").

3 Having reviewed the record and having considered the authorities and
4 positions advanced by counsel, the Court GRANTS FNMA's *Motion for Summary*
5 *Judgment* on its claim against the Anthonys for trespass; and GRANTS FNMA's
6 *Motion for Summary Judgment* against the Anthonys on their counterclaims. The
7 Anthonys' *Motion for Partial Summary Judgment* is accordingly DENIED.

8 Accordingly, and good cause appearing,

9 Counsel for FNMA is ORDERED to prepare proposed "Findings of Fact,
10 Conclusions of Law and Judgment" consistent with its points and authorities and
11 as argued on the record July 8, 2019. It shall also include the granting of a
12 permanent injunction against the Anthonys' further occupation of the subject
13 premises. The document is to be prepared and served upon counsel for the
14 Anthonys for review as to form no later than July 26, 2016.

15 Counsel are ORDERED to personally confer on any issues or concerns raised
16 by Anthonys' counsel no later than August 2, 2019.

17 Counsel for FNMA is ORDERED to file a proposed final version with the Court
18 no later than August 7, 2019, as well as email the document to chambers in "Word"
19 format. Counsel for the Anthonys may file any objections to the proposed Findings
20 of Fact and Conclusions of Law and Judgment no later than August 9, 2019.

21 The Court will thereafter review and enter Findings of Fact, Conclusions of
22 Law and Judgment as set forth above.

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2 Unless otherwise agreed to in writing by the parties and approved by the
3 Court, the pending orders regarding injunctive relief and payment of rent shall
4 expire on the date the Court files the Findings of Fact, Conclusions of Law and
5 Judgment.

6 IT IS SO ORDERED.

7 DATED this 10 day of July, 2019.

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10 BARRY L. BRESLOW
11 DISTRICT JUDGE
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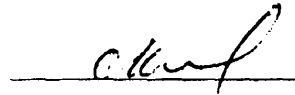
CERTIFICATE OF SERVICE

I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, in and for the County of Washoe; and that on this date I electronically filed the foregoing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

DARREN T. BRENNER, ESQ.

MICHAEL LEHNERS, ESQ.

DATED this 10 day of July, 2019.



DARREN T. BRENNER, ESQ.
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JAMIE K. COMBS, ESQ.
Nevada Bar No. 13088
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Attorney for Federal National Mortgage Association

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Plaintiff,

v.

PATRICIA ANTHONY, WILLIAM
ANTHONY, and/or Occupants 1-5,

Defendants.

PATRICIA ANTHONY, WILLIAM
ANTHONY,

Counterclaimant,

v.

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Counterdefendant.

Case No.: Case No. CV17-00843
Dept. No. 8

B43
**(PROPOSED) FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER
ON PARTIES' MOTIONS FOR
SUMMARY JUDGMENT**

This matter came for decision on plaintiff/ counter-defendant Federal National Mortgage Association (**Fannie Mae or plaintiff**) and defendants/counter-claimants PATRICIA ANTHONY and WILLIAM ANTHONY (**Anthonys or defendants**)'s Motions for Summary Judgment. The Court, having reviewed the papers and pleadings on file, being fully advised of the grounds for relief therein, and good cause appearing therefore, finds and concludes as follows:

...

FINDINGS OF FACTS***The Anthonys Presented The Property, Including Both Manufactured Homes, As Real Property Collateral For The Loan.***

1. In late 2000, the Anthonys purchased two manufactured homes from Trinity Homes, Inc., their employer for over 20 years. The bigger manufactured home is a 1996 Fuqua Golden Eagle, Serial no. 15233AC, 38'6" by 66'8". (1996 Fuqua). The smaller manufactured home is a 1997 Fugua Eagle Ridge, Serial no. 15470, 25'8" by 48'. (1997 Fuqua). Plaintiff's MSJ, at Exhibit 1.

2. On November 17, 2000, William Anthony, on behalf of Trinity Homes, Inc., filed a "Dealer's Report of Sale" with the Manufacture Housing Division of Nevada's Department of Business and Industry. Plaintiff's MSJ at Exhibit 1. The Report of Sale only references serial number 15233AC (the 1997 Fuqua), but it also provides the trade name of "Eagle Pointe" and "Golden Eagle 953". William Anthony signed the "Affidavit of Dealer" on behalf of Trinity, certifying the cost of the structure as \$129,274.76. Plaintiff's MSJ at Exhibit 1.

3. The manufactured homes were physically located at 3705 Anthony Place, Sun Valley, Nevada and they were attached to each other. The Anthonys recorded one "Affidavit of Conversion of Manufactured/Manufactured Home to Real Property", on November 22, 2000 as Doc. # 2502064. Plaintiff's MSJ at Exhibit 2. Though the Affidavit of Conversion only identifies the "Eagle Ridge" model and model year "1997" for the structure they were seeking to convert, the Anthonys provided each manufactured home's serial number and the dimensions for each—indicating again that both manufactured homes were one.

4. The Affidavit of Conversion included both manufactured homes as the property to be converted. Though only the year "1997" and model name "Eagle Ridge" are identified, the serial numbers for each manufactured home and the dimensions for each are included as descriptions of the property. Plaintiff's MSJ at Exhibit 2.

5. In June 2002, the Anthonys obtained a refinance loan in the amount of \$214,400 from Capitol Commerce Mortgage Co. Plaintiff's MSJ at Exhibit 3.

...

...

1 6. The Loan Application indicates the Anthonys were seeking a loan not for vacant land,
2 but for their residence, built in 2000. Plaintiff's MSJ at Exhibit 4. The Application states they
3 purchased the home for \$270,000.

4 7. The Anthonys authorized an interior appraisal of the home at the time of the loan,
5 further evidencing their intent to encumber the residence. Plaintiff's MSJ at Exhibit 5.

6 8. The appraisal reflects one manufactured home that had multiple upgrades. The total
7 square footage was listed at 3,798 square feet. The appraisal noted that the home included 7 bedrooms
8 and 4 bathrooms, an attached porch, and crawl space underneath. Utilities were attached. Photographs
9 attached to the appraisal reflect one unit with one address number placed on the front of the home.
10 Plaintiff's MSJ at Exhibit 5.

11 9. The appraisal noted that the tongue and groove were removed to make the
12 manufactured homes a fixture on the property. Plaintiff's MSJ at Exhibit 5.

13 10. The appraisal specifically noted it did not include personal property in determining the
14 appraised value, which was \$268,000. Plaintiff's MSJ at Exhibit 5.

15 11. When the Anthonys refinanced they had worked for the manufactured home company
16 for more than twenty years. Plaintiff's MSJ at Exhibit 4. The application also showed the Anthonys
17 owned 8 other properties. *Id.* These are sophisticated borrowers who know how to title the property.

18 ***The Anthonys Sign the DOT, Default on the Loan, and Fannie Mae Forecloses.***

19 12. The Anthonys were approved for a loan in the amount of \$214,400, evidenced by a
20 promissory note and secured by a deed of trust recorded against the property commonly described as
21 3705 Anthony Place, Sun Valley, Nevada (**the Property**). Plaintiff's MSJ at Exhibit 3, and Exhibit 6.

22 13. In signing the deed of trust, the Anthonys granted the trustee under the deed of trust the
23 power of sale for the property that includes the land:

24 "TOGETHER WITH all the improvements now or hereafter erected on the property.
25 All of the foregoing is referred to in this Security Instrument as the 'Property'. ..."

26 Plaintiff's MSJ at Exhibit 6, p. 3.

27 14. The Anthonys also signed a Certificate of Occupancy stating they intended to reside in
28 the home as their primary residence. Plaintiff's MSJ at Exhibit 15.

15. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP serviced the loan since July 26, 2002.

16. A notice of default was recorded, followed by a notice of sale. Plaintiff's MSJ at Ex. 7.

17. Fannie Mae completed its foreclosure sale in 2012 and became the owner of the property by way of a credit bid. The Trustee Deed Upon Sale was recorded April 26, 2012. Plaintiff's MSJ at Exhibit 9.

Fannie Mae Initiates an Unlawful Detainer Action.

18. After obtaining title to the property at the foreclosure sale, Fannie Mae brought an unlawful detainer action on June 6, 2012. Plaintiff's MSJ at Exhibit 10.

19. The court granted summary judgment for Fannie Mae in the unlawful detainer action. In doing so, the court noted that the Anthonys appeared and had an opportunity to challenge Fannie Mae's title to the Property. They were notified that Fannie Mae sought possession of the home by way of the foreclosure action, yet did not challenge it or present any defenses. Plaintiff's MSJ at Exhibit 10 at pg. 6 ¶¶4-5.

20. Fannie Mae obtained a judgment of possession and a permanent writ of restitution on February 6, 2013 and again on July 6, 2016. Plaintiff's MSJ at Exhibit 11.

21. The Anthonys refuse to vacate the property.

Post-Foreclosure Activity Regarding Title.

22. In October 2012, six months after the foreclosure sale, William Anthony filed an Affidavit Application for Certificate of Ownership of the 1996 Fuqua, claiming the title company lost the statement of origin. Plaintiff's MSJ at Exhibit 12.

23. In October 2015, Fannie Mae recorded an Affidavit Conversion of Manufactured/Manufactured Home to Real Property as document number 4523526 concerning the 1996 Fuqua. Plaintiff's MSJ at Exhibit 13.

Plaintiff Files This Action To Obtain An Order Of Trespass To Remove The Anthonys and Obtain Permanent Injunctive Relief.

24. Because the Anthonys would not vacate the property, on May 2, 2017, Fannie Mae brought this action to obtain an order of trespass and injunctive relief to prevent the Anthonys from

1 interfering with the removal of their personal belongings from the home and preventing the Anthonys
2 from re-entering the premises or interfering with plaintiff's quiet enjoyment.

3 25. The parties agreed to a temporary injunction allowing the Anthonys to continue to
4 reside in the property in exchange for \$800 per month and payment of insurance and taxes. The
5 Anthonys have continued to make those payments.

6 26. On August 21, 2017, the Anthonys filed their counterclaim for Violation of Article
7 Nine of the UCC, Conversion, and Abuse of Process/ Excessive Attachment.

8 CONCLUSIONS OF LAW

9 *Legal Standard*

10 1. "Summary judgment is appropriate . . . when the pleadings, depositions, answers to
11 interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that
12 no genuine issue of material fact exists, and that the moving party is entitled to judgment as a matter
13 of law." *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031 (Nev. 2005). "While the pleadings and other
14 evidence must be construed in the light most favorable to the nonmoving party, that party has the
15 burden to 'do more than simply show that there is some metaphysical doubt' as to the operative facts
16 to defeat a motion for summary judgment." *Id.* at 1031 (quoting *Matsushita Elec. Indus. Co. v. Zenith*
17 *Radio*, 475 U.S. 574, 586 (1986)).

18 *Fannie Mae is Entitled to Summary Judgment on its Claim for Trespass*

19 2. To establish a cause of action for trespass, one must show that a property right was
20 invaded. *Lied v. Clark Cty.*, 94 Nev. 275, 278–79, 579 P.2d 171, 173–74 (1978). Interference with
21 the "exclusive right to the possession of his land and complete control thereof to the exclusion of any
22 right of another to enter upon it... [that] is vested in [every property owner]" constitutes trespass. *Flick*
23 *v. Nev. Fish and Game Commission*, 75 Nev. 100, 103, 335 P.2d 422, 423 (1959). Thus, one is liable
24 to another for trespass, irrespective of whether he thereby causes harm to any legally protected interest
25 of the other, if he intentionally:

- 26 (a) enters land in the possession of the other, or causes a thing or a third
27 person to do so, or
28 (b) remains on the land, or
(c) fails to remove from the land a thing which he is under a duty to remove.

1 Restatement (Second) of Torts § 158 (1965) (emphasis added); *see also id.* at comment (i).

2 3. Fannie Mae obtained title to the property in April 2012 via the foreclosure sale pursuant
3 to the deed of trust. In signing the deed of trust, the Anthonys permitted the trustee under the deed of
4 trust to sell the property, which included all improvements to the land. Plaintiff's MSJ at Ex. 6. The
5 improvements included the entire home (the connected manufactured homes).

6 4. The undisputed evidence demonstrates the manufactured homes were the purpose and
7 collateral of the loan. Plaintiff's MSJ at Ex. 4, 5.

8 5. There is no genuine dispute of material fact that the Anthonys entered onto Fannie
9 Mae's Property in 2012, and remained in possession of the property without consent despite having no
10 right to be on the property. The court therefore grants summary judgment in favor of Fannie Mae on
11 its trespass cause of action.

12 ***Fannie Mae is Entitled to Summary Judgment on the Counter Claims.***

13 6. The Court enters summary judgment in favor of Fannie Mae and against Defendants
14 on each of their counterclaims. Defendants claim Fannie Mae: (1) sold the manufactured homes in
15 violation of the UCC in 2012; (2) attempted possession of the manufactured homes in 2013 and 2016
16 without legal rights; and (3) converted title of the 1996 Fuqua to Fannie Mae from the defendants in
17 2015. The undisputed facts demonstrate that Fannie Mae properly foreclosed on the property,
18 including the manufactured homes. Even if that were not the case, each of these three claims would
19 be barred by the three year statute of limitations under NRS 11.190.

20 ***Conversion***

21 6. Defendants allege Fannie Mae converted the property when it attempted possession in
22 2013 and 2016 and in 2015 when it applied to have the title changed. Conversion is "a distinct act of
23 dominion wrongfully exerted over another's personal property in denial of, or inconsistent with his
24 title or rights therein or in derogation, exclusion, or defiance of such title or rights." *Wantz v. Redfield*,
25 74 Nev. 196, 198, 326 P.2d 413, 414 (1958). The Anthonys cannot succeed on a claim for conversion
26 based on the undisputed facts.

27 7. Fannie Mae obtained title and possession of the property, including the manufactured
28 homes, through its non-judicial foreclosure proceeding, followed by an unlawful detainer action.

1 Plaintiff's MSJ, Exs. 9, 10. It did not convert, or wrongfully take, the property. Fannie Mae properly
2 foreclosed on the property, including the manufactured homes, which were permanently attached to
3 the property and therefore constituted real property. However, even if the manufactured homes were
4 personal property, Fannie Mae still properly foreclosed under NRS 104.9604(1)(b), which states that
5 where a security agreement covers both personal and real property, a secured party may foreclose "[a]s
6 to both the personal property and the real property in accordance with the rights with respect to the
7 real property, in which case the other provisions of this part do not apply." NRS 104.9604(1)(b).

8 8. Further, Defendant's claim for conversion is time-barred. A cause of action for
9 conversion accrues with the unauthorized sale/conversion of property. *See* N.R.S. 11.190(3)(c) and
10 (3)(d); *Palludan v. Bergin*, 375 P.2d 544, 78 Nev. 441 (1962) (action for conversion barred by the
11 statute of limitations where it was not commenced until more than three years after alleged
12 unauthorized sale of the property).

13 9. Any conversion cause of action would have arisen in April 2012 at the earliest and
14 November 2012 at the latest when the sale was completed and judgment of possession entered in favor
15 of Fannie Mae. *See* Exs. 9, 10, 11 to Plaintiff's MSJ. Fannie Mae informed the defendants it claimed
16 title to the property and possession of the premises in April 2012 when it recorded the trustee's deed
17 upon sale. Fannie Mae then began eviction proceedings, advising defendants to vacate the premises
18 because a foreclosure sale had been completed. *See* Ex. 14 to Plaintiff's MSJ. Fannie Mae obtained
19 judgment for possession in November 2012. Ex. 10 to Plaintiff's MSJ.

20 10. Thus, any claims premised on Fannie Mae's assertion of ownership and possession of
21 the property, including the home, would have accrued in November 2012 at the latest, when the
22 judgment for possession was entered in favor of Fannie Mae. Ex. 10 to Plaintiff's MSJ. As the counter
23 claims were not filed until August 2017, the conversion claim is almost two years too late.

24 *UCC Violations*

25 11. A claim based on a statute, like the alleged violations of the UCC here, is subject to the
26 three-year statute of limitations in the absence of a specific limitation period providing otherwise.
27 While limitation periods are provided for in a number of Articles under Nevada's version of the UCC
28 (*see, e.g.*, NRS 104.5115, 1 year), there is no limitation period for a violation of Article 9 concerning

1 secured transactions. *See* NRS 104.9101, et seq. As such, the three-year limitation period under NRS
2 11.190(1) applies.

3 12. Here, all of the Anthony's counterclaims alleging violation of the UCC stem from the
4 April 2012 foreclosure sale, or at the latest, the November 2012 judgment of possession. Ex. 9, 10 to
5 Plaintiff's MSJ. Defendants had actual knowledge Fannie Mae claimed to obtain title to the property,
6 including the manufactured homes, in April 2012 and used that title to obtain possession of the
7 property in November 2012.

8 13. Assuming Defendant's had any viable claim for breach of the UCC, they were required
9 to bring those claims within three years of Fannie Mae's possession of the property, or by November
10 2015. The Anthony's didn't plead these claims until August 2017—almost two years too late.

11 14. Even if the claim was not barred by the statute of limitations, the claim fails because
12 the UCC permitted the sale of the manufactured homes even if the manufactured home did constitute
13 personal property. Where a security agreement covers both personal and real property, a secured party
14 may proceed "[a]s to both the personal property and the real property in accordance with the rights
15 with respect to the real property, in which case the other provisions of this part do not apply." NRS
16 104.9604(1)(b). Therefore, no violation of the UCC occurred.

17 *Excessive Attachment / Abuse of Process*

18 15. Abuse of process is "an intentional tort that requires proof of two elements: (1) an
19 ulterior purpose for bringing a legal action other than resolving a dispute, and (2) a willful act in the
20 use of the legal process not proper in the regular conduct of the proceeding." *Las Vegas Fetish &*
21 *Fantasy Halloween Ball, Inc. v. Ahern Rentals, Inc.*, 182 P.3d 764, 767 (Nev. 2008) (citing *Posados*
22 *v. City of Reno*, 109 Nev. 448, 457, 851 P.2d 438, 444-445 (1993)).

23 16. In the instant case, there are no facts to establish a claim for abuse of process. Fannie
24 Mae argued in the prior unlawful detainer action that it obtained title via a foreclosure sale of the deed
25 of trust which included the manufactured homes as real property improvements. Plaintiff's MSJ at Ex.
26 10. Defendants in that action had the opportunity to dispute Fannie Mae's claims. To the extent they
27 disagreed with the results, they could have appealed. They did not. The Anthonys do not present any
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1 facts demonstrating Fannie Mae had an ulterior motive for bringing this action other than to resolve a
2 valid legal dispute due to the Anthony's refusal to vacate the property.

3 17. Moreover, this claim is also barred by the three year statute of limitations, as it is also
4 based on Defendant's claim that Fannie Mae violated the UCC in foreclosing on the property.

5 ***Claim Preclusion Bars the Anthonys' Counter Claims***

6 18. Defendants' counterclaims are also barred here because they are compulsory counter
7 claims that should have been brought in Fannie Mae's 2012 eviction action.

8 19. Under NRCP 13(a), a claim is compulsory "if it arises out of the transaction or
9 occurrence that is the subject matter of the opposing party's claim." The relevant consideration is
10 whether the pertinent facts of the different claims are so logically related that issues of judicial
11 economy and fairness mandate all issues be tried in one suit. *See United States v. Aquavella*, 615 F.2d
12 12, 22 (2d. Cir. 1979).

13 20. Here, defendants' claims that the foreclosure sale did not include the manufactured
14 homes are logically related to Fannie Mae's 2012 action for possession of the property, specifically
15 the manufactured homes. Both claims arise out of the same transaction—the 2012 foreclosure sale.
16 The defendants allege plaintiff failed to perfect its interest in the property, failed to properly notice the
17 sale, and questioned whether the manufactured homes are sufficiently described under the security
18 instrument, the deed of trust. These counterclaims are so logically related to those in the eviction
19 action, where Fannie Mae sought to evict defendants from the manufactured home, judicial economy
20 and fairness mandates that defendants bring their counterclaims in the 2012 suit. *See Mendenhall v.*
21 *Tassinari*, 403 P.3d 364, 370–71 (Nev. 2017). But they were not.

22 21. Under Nevada law, claim preclusion applies where: (1) "the final judgment is valid,"
23 (2) "the parties or their privies are the same in the instant lawsuit as they were in the previous lawsuit,
24 or the defendant can demonstrate that he or she should have been included as a defendant in the earlier
25 suit and the plaintiff fails to provide a good reason for not having done so," and (3) "the subsequent
26 action is based on the same claims or any part of them that were *or could have been brought* in the
27 first case." *Weddell v. Sharp*, 350 P.3d 80, 85 (Nev. 2015) (en banc) (quotation and emphasis omitted).

28 ∴

1 22. Here, there is a valid final judgment in the eviction action between Fannie Mae and
2 defendants. *See* Plaintiff's MSJ at Ex. 10. These are the same parties as in the instant litigation.
3 Defendants' counterclaims in this lawsuit are premised on Fannie Mae's alleged failure to perfect its
4 interest in the property in the foreclosure sale and Fannie Mae's alleged wrongful attempt to obtain
5 possession of the property without first complying with the UCC.

6 23. The counterclaims also allege Fannie Mae's underlying debt was extinguished in its
7 failure to comply with the UCC and therefore Fannie Mae does not have any rights to the manufactured
8 homes. Because Fannie Mae's eviction action sought a judicial determination that Fannie Mae obtained
9 title to and possession of the property, which included the manufactured homes, defendants' current
10 claims against Fannie Mae clearly could have been brought in that case. *See* Plaintiff's MSJ at Ex. 10.

11 24. It would be inequitable to allow Defendants to delay bringing claims to challenge the
12 foreclosure until after Fannie Mae potentially loses any rights to collect a judgment or cure the
13 foreclosure. If the Defendants had asserted their claims that the foreclosure was not proper in defense
14 of Fannie Mae's action confirming title and possession, Fannie Mae would have had an opportunity to
15 protect its rights by filing a deficiency action if necessary. Instead, plaintiffs delayed challenging the
16 foreclosure until Fannie Mae is prejudiced. *See Nevada State Bank v. Jamison Family Partnership*,
17 801 P.2d 1377, 106 Nev. 792 (1990).

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ORDER

Based on the foregoing findings of fact and conclusions of law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff Federal National Mortgage Association's Motion for Summary Judgment is GRANTED and that Patricia Anthony and William Anthony's Partial Motion for Summary Judgment is DENIED. Judgment is entered in favor of Federal National Mortgage Association on all of Plaintiff's claims, and against Defendants on all of Defendants' counterclaims.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that William and Patricia Anthony are hereby PERMANENTLY ENJOINED from further occupying the property located at 3705 Anthony Place, Sun Valley, Nevada, APN No. 026-021-56, including the attached 1996 and 1997 Fuqua manufactured homes, identified with serial number 15233AC and serial number 15470.

IT IS FURTHER ORDERED that the Lis Pendens filed by Plaintiffs and referencing this litigation action is void and invalid, and is hereby expunged. This Order may be recorded in the office of the Las Vegas County Recorder.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the pending orders regarding injunctive relief and payment of rent shall expire on the date the Court files the Findings of Fact, Conclusions of Law and Judgment.

DATED: Aug 16, 2019


DISTRICT COURT JUDGE
CV17-00843

Respectfully Submitted by:

Approved as to form and content by:

Dated: August __, 2019

Dated: August __, 2019

AKERMAN LLP

~~DARREN T. BRENNER, ESQ.
Nevada Bar No. 8386
JAMIE K. COMBS, ESQ.
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1635 Village Center Circle, Suite 200
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Reno, Nevada 89509~~

Attorneys for Patricia and William Anthony

Attorney for Fannie Mae

SECOND JUDICIAL DISTRICT COURT**STATE OF NEVADA****COUNTY OF WASHOE****Case History - CV17-00843****Case Description: FEDL NATL MORTG ASSC VS PATRICIA ANTHONY ET AL (D8)****Case Number: CV17-00843 Case Type: OTHER CIVIL MATTERS - Initially Filed On: 5/2/2017****Parties**

<u>Party Type & Name</u>	<u>Party Status</u>
JUDG - BARRY L. BRESLOW - D8	Active
PLTF - FEDERAL NATIONAL MORTGAGE ASSOCIATION - @113746	Active
DEFT - PATRICIA LOUISE ANTHONY - @151578	Active
DEFT - WILLIAM M. ANTHONY - @151577	Active
ATTY - Matthew D. Dayton, Esq. - 11552	Party ended on: 4/18/2018 12:00:00AM
ATTY - Gregory L. Wilde, Esq. - 4417	Party ended on: 4/18/2018 12:00:00AM
ATTY - Michael C. Lehnars, Esq. - 3331	Active
ATTY - Jamie K. Combs, Esq. - 13088	Active
ATTY - William S. Habdas, Esq. - 13138	Active
ATTY - Darren T. Brenner, Esq. - 8386	Active

Disposed Hearings

- 1 Department: D8 -- Event: Request for Submission -- Scheduled Date & Time: 6/22/2017 at 09:55:00
Extra Event Text: PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND APPLICATION FOR ISSUANCE OF PRELIMINARY INJUNCTION FILED
Event Disposition: S200 - 6/22/2017
- 2 Department: D8 -- Event: PRELIMINARY INJUNCTION -- Scheduled Date & Time: 7/3/2017 at 13:30:00
Extra Event Text: PARTIES TO SUBMIT JOINT BRIEFING SCHEDULE; SET PURSUANT TO 6/22 ORDER
Event Disposition: D450 - 7/3/2017
- 3 Department: D8 -- Event: PRELIMINARY INJUNCTION -- Scheduled Date & Time: 8/2/2017 at 13:30:00

Event Disposition: D425 - 8/2/2017
- 4 Department: D8 -- Event: Request for Submission -- Scheduled Date & Time: 8/22/2017 at 08:52:00
Extra Event Text: EX PARTE MOTION TO STAY EFFECT OF AUGUST 7, 2017 ORDER GRANTING PRELIMINARY INJUNCTION
Event Disposition: S200 - 8/22/2017
- 5 Department: D8 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 8/22/2017 at 15:00:00
Extra Event Text: COURT TO INITIATE CALL
Event Disposition: D450 - 8/22/2017
- 6 Department: D8 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 9/5/2017 at 16:00:00
Extra Event Text: COURT TO INITIATE CALL
Event Disposition: D844 - 9/5/2017
- 7 Department: D8 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 10/2/2017 at 16:00:00
Extra Event Text: COURT TO INITIATE CALL
Event Disposition: D844 - 9/28/2017
- 8 Department: D8 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 11/13/2017 at 14:30:00
Extra Event Text:
Event Disposition: D260 - 11/13/2017

Report Does Not Contain Sealed Cases or Confidential Information

- 9 Department: D8 -- Event: Request for Submission -- Scheduled Date & Time: 1/18/2018 at 10:52:00
Extra Event Text: STIPULATION RE: STATUS HEARING
Event Disposition: S200 - 1/18/2018
- 10 Department: DISC -- Event: Request for Submission -- Scheduled Date & Time: 10/16/2018 at 08:56:00
Extra Event Text: MOTION FOR PROTECTIVE ORDER RE: NOTICED DEPOSITION OF FEDERAL NATIONAL MORTGAGE ASSOCIATION
Event Disposition: S200 - 11/8/2018
- 11 Department: D8 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 1/16/2019 at 14:00:00

Event Disposition: D844 - 1/9/2019
- 12 Department: D8 -- Event: PRE-TRIAL CONFERENCE -- Scheduled Date & Time: 2/11/2019 at 14:00:00

Event Disposition: D845 - 1/29/2019
- 13 Department: D7 -- Event: SETTLEMENT CONFERENCE -- Scheduled Date & Time: 3/20/2019 at 13:30:00
Extra Event Text: AFTERNOON SETTLEMENT CONFERENCE FOR D8 CASE
Event Disposition: D480 - 3/20/2019
- 14 Department: D8 -- Event: TRIAL - NON JURY -- Scheduled Date & Time: 4/8/2019 at 10:00:00
Extra Event Text: DAY 1 OF 3
Event Disposition: D845 - 3/21/2019
- 15 Department: D8 -- Event: Request for Submission -- Scheduled Date & Time: 5/28/2019 at 15:41:00
Extra Event Text: PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT (ORAL ARGUMENT SET JULY 8)
Event Disposition: S200 - 5/28/2019
- 16 Department: D8 -- Event: Request for Submission -- Scheduled Date & Time: 5/28/2019 at 14:16:00
Extra Event Text: DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT (ORAL ARGUMENT SET JULY 8)
Event Disposition: S200 - 5/28/2019
- 17 Department: D8 -- Event: ORAL ARGUMENTS -- Scheduled Date & Time: 7/8/2019 at 14:00:00
Extra Event Text: ON DEFENDANTS' AND PLAINTIFF'S MOTIONS FOR PARTIAL SUMMARY JUDGMENT
Event Disposition: D840 - 7/8/2019
- 18 Department: D8 -- Event: Request for Submission -- Scheduled Date & Time: 8/21/2019 at 09:13:00
Extra Event Text: EX PARTE MOTION TO STRIKE PLEADINGS
Event Disposition: S200 - 8/26/2019
- 19 Department: D8 -- Event: Request for Submission -- Scheduled Date & Time: 8/21/2019 at 09:13:00
Extra Event Text: EX PARTE MOTION TO EXPUNGE RECORDED DOCUMENTS
Event Disposition: S200 - 9/20/2019
- 20 Department: D8 -- Event: Request for Submission -- Scheduled Date & Time: 9/5/2019 at 11:22:00
Extra Event Text: MOTION FOR STAY PENDING APPEAL
Event Disposition: S200 - 9/6/2019
- 21 Department: D8 -- Event: CONFERENCE CALL -- Scheduled Date & Time: 9/6/2019 at 13:30:00
Extra Event Text:
Event Disposition: D430 - 9/6/2019

Actions

Filing Date - Docket Code & Description

Report Does Not Contain Sealed Cases or Confidential Information

- 1 5/2/2017 - 1817 - Initial Appear. Fee Disclosure
Additional Text: INITIAL APPEARANCE FEE DISCLOSURE - Transaction 6078761 - Approved By: TBRITTON : 05-02-2017:09:15:12
- 2 5/2/2017 - \$1425 - \$Complaint - Civil
Additional Text: COMPLAINT FOR TRESSPASS & INJUNCTIVE RELIEF - Transaction 6078761 - Approved By: TBRITTON : 05-02-2017:09:15:12
- 3 5/2/2017 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$260.00 was made on receipt DCDC573962.
- 4 5/2/2017 - 2490 - Motion ...
Additional Text: MOTION FOR TEMPORARY RESTRAINING ORDER AND APPLICATION ION FOR ISSUANCE OF PRELIMINARY INJUNCTION - Transaction 6079205 - Approved By: YVILORIA : 05-02-2017:11:10:39
- 5 5/2/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6079403 - Approved By: NOREVIEW : 05-02-2017:11:11:31
- 6 6/20/2017 - 4090 - ** Summons Issued
No additional text exists for this entry.
- 7 6/22/2017 - 3860 - Request for Submission
Additional Text: Transaction 6161295 - Approved By: YVILORIA : 06-22-2017:09:51:59
DOCUMENT TITLE: PLAINTIFF'S MOTION FOR TEMPORARY RESTRAINING ORDER AND APPLICATION FOR ISSUANCE OF PRELIMINARY INJUNCTION FILED ON MAY 2, 2017
PARTY SUBMITTING: GREGORY L WILDE ESQ
DATE SUBMITTED: JUNE 22, 2017
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 8 6/22/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6161362 - Approved By: NOREVIEW : 06-22-2017:09:52:55
- 9 6/22/2017 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 10 6/22/2017 - 4170 - Temporary Restraining Order
Additional Text: AND SETTING HEARING ON APPLICATION FOR PRELIMINARY INJUNCTION - Transaction 6162955 - Approved By: NOREVIEW : 06-22-2017:16:01:08
- 11 6/22/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6162958 - Approved By: NOREVIEW : 06-22-2017:16:02:08
- 12 6/27/2017 - SB - **Security For Costs Bond
Additional Text: Bond ID: CV17-00843; Total Bond Amount: \$500.00.

Bond Code, SB, Receipted for: SITE DEFINED TRUST DEPOSIT, on 27-JUN-2017 in the amount of \$500.00 on case ID CV17-00843.
- 13 6/27/2017 - 2610 - Notice ...
Additional Text: NOTICE OF POSTING COST BOND - Transaction 6168773 - Approved By: CVERA : 06-27-2017:12:39:28
- 14 6/27/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6168777 - Approved By: NOREVIEW : 06-27-2017:12:42:04
- 15 6/30/2017 - 1368 - Certificate ...
Additional Text: Certificate Of Service - Transaction 6174665 - Approved By: PMSEWELL : 06-30-2017:09:47:33
- 16 6/30/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6174987 - Approved By: NOREVIEW : 06-30-2017:09:48:30

- 17 7/7/2017 - 1490 - Counterclaim
Additional Text: Action at Law: Trespasses and Bad Faith; Admissions: 14 Posted Land Patent Notices; UCC Lien against Plaintiff; CEASE AND DESIST Orders (UCC SUMMONS) Demand: "trial by jury" right preserved - Transaction 6185309 - Approved By: KJONES : 07-07-2017:16:56:03
DFX: MISSING REQUIRED ANSWER FEE OF \$213.00-KJONES 7/7/17
UPDATE: FEES PAID IN FULL 8/14/17 SWOLFE

STRICKEN PER COURT ORDER FILED 7/25/09 - RW
- 18 7/7/2017 - 1400 - Claim...
Additional Text: ... Affidavit of Truth... Sheriff Notices w/ Stipulation Trial by jury; Response... - Transaction 6185329 - Approved By: KJONES : 07-07-2017:16:59:55
DFX: EXHIBITS OUT OF ORDER-KJONES 7/7/17

STRICKEN PER COURT ORDER FILED 7/25/09 - RW
- 19 7/7/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6185330 - Approved By: NOREVIEW : 07-07-2017:16:57:04
- 20 7/7/2017 - 1400 - Claim...
Additional Text: Reconveyance Deed... - Transaction 6185338 - Approved By: KJONES : 07-07-2017:17:04:19
DFX-EXHIBITS OUT OF ORDER-KJONES 7/7/17

STRICKEN PER COURT ORDER FILED 7/25/09 - RW
- 21 7/7/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6185344 - Approved By: NOREVIEW : 07-07-2017:17:00:51
- 22 7/7/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6185356 - Approved By: NOREVIEW : 07-07-2017:17:05:21
- 23 7/12/2017 - 1400 - Claim...
Additional Text: CAUSE#RB406117555US ACTION AT LAW: TRESPASSES AND BAD FAITH; D- ADMISSIONS NOTICES: LAW & JUDICIAL NOTICES; CLAIMANTS PUBLIC RECORDS, UNREBUTTED;DEMANDTBJ - Transaction 6190918 - Approved By: SWOLFE : 07-12-2017:10:28:51
- 24 7/12/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6190939 - Approved By: NOREVIEW : 07-12-2017:10:29:56
- 25 7/12/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO PAY FILING FEE - Transaction 6191634 - Approved By: NOREVIEW : 07-12-2017:12:55:58
- 26 7/12/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6191641 - Approved By: NOREVIEW : 07-12-2017:13:00:37
- 27 7/12/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6191638 - Approved By: NOREVIEW : 07-12-2017:12:58:20
- 28 7/12/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6191640 - Approved By: NOREVIEW : 07-12-2017:13:00:37
- 29 7/12/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6191642 - Approved By: NOREVIEW : 07-12-2017:13:00:38
- 30 7/12/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6191654 - Approved By: NOREVIEW : 07-12-2017:13:01:45
- 31 7/12/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6191652 - Approved By: NOREVIEW : 07-12-2017:13:01:45

- 32 7/12/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6191655 - Approved By: NOREVIEW : 07-12-2017:13:01:45
- 33 7/13/2017 - 3150 - Ord Modifying...
Additional Text: TEMPORARY RESTRAINING ORDER - Transaction 6194670 - Approved By: NOREVIEW : 07-13-2017:15:05:02
- 34 7/13/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6194675 - Approved By: NOREVIEW : 07-13-2017:15:05:59
- 35 7/14/2017 - 4185 - Transcript
Additional Text: JULY 3, 2017 HEARING ON PRELIMINARY INJUNCTION - Transaction 6196233 - Approved By: NOREVIEW : 07-14-2017:11:03:11
- 36 7/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6196236 - Approved By: NOREVIEW : 07-14-2017:11:04:11
- 37 7/14/2017 - MIN - ***Minutes
Additional Text: 7/3/17 PRELIM. INJUNCTION - Transaction 6196470 - Approved By: NOREVIEW : 07-14-2017:11:49:16
- 38 7/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6196473 - Approved By: NOREVIEW : 07-14-2017:11:50:05
- 39 7/18/2017 - 1400 - Claim...
Additional Text: DFX: EXHIBITS NUMBERED 2, 3, 4
E-ADMISSIONS NOTICES: NEW JUDICIAL NOTICES; CLAIMANTS RESPONSES, ETC. - Transaction 6202411 - Approved By: SWOLFE : 07-18-2017:17:05:30
DOCUMENT STRICKEN IN ITS ENTIRETY BASED UPON 8/4/17 COURT ORDER. nm
- 40 7/18/2017 - 1400 - Claim...
Additional Text: F-ADMISSIONS NOTICES: ACC RB406116303US; POWER OF ATTY REVOCATION - Transaction 6202425 - Approved By: SWOLFE : 07-18-2017:17:06:17
DOCUMENT STRICKEN IN ITS ENTIRETY BASED UPON 8/4/17 COURT ORDER. nm
- 41 7/18/2017 - 1400 - Claim...
Additional Text: G- NOTICES: WRIT OF ERROR: 7/12/17 ORDER TO PAY FILING FEES, MEMORANDUM... - Transaction 6202431 - Approved By: SWOLFE : 07-18-2017:17:06:48
DOCUMENT STRICKEN IN ITS ENTIRETY BASED UPON 8/4/17 COURT ORDER. nm
- 42 7/18/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6202441 - Approved By: NOREVIEW : 07-18-2017:17:06:26
- 43 7/18/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6202443 - Approved By: NOREVIEW : 07-18-2017:17:07:17
- 44 7/18/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6202445 - Approved By: NOREVIEW : 07-18-2017:17:07:48
- 45 7/20/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6207043 - Approved By: NOREVIEW : 07-20-2017:16:39:19
- 46 7/20/2017 - FIE - **Document Filed in Error
No additional text exists for this entry.
- 47 7/20/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6207050 - Approved By: NOREVIEW : 07-20-2017:16:40:09
- 48 7/20/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6207051 - Approved By: NOREVIEW : 07-20-2017:16:40:20

- 49 7/20/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6207052 - Approved By: NOREVIEW : 07-20-2017:16:40:42
- 50 7/20/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6207056 - Approved By: NOREVIEW : 07-20-2017:16:41:11
- 51 7/20/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6207087 - Approved By: NOREVIEW : 07-20-2017:16:46:51
- 52 7/20/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6207094 - Approved By: NOREVIEW : 07-20-2017:16:47:43
- 53 7/20/2017 - 1400 - Claim...
Additional Text: WRIT OF ERROR:... CASE DISMISSAL - Transaction 6207168 - Approved By: SWOLFE : 07-20-2017:17:21:00
DOCUMENT STRICKEN PER 8/7/17 COURT ORDER. nm
- 54 7/20/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6207222 - Approved By: NOREVIEW : 07-20-2017:17:23:13
- 55 7/21/2017 - 4105 - Supplemental ...
Additional Text: Supplement to Application for Issuance of a Permanent Injunction and Omnibus Reply to Defendant 's Pleadings - Transaction 6207856 - Approved By: CSULEZIC : 07-21-2017:11:43:32
- 56 7/21/2017 - 1360 - Certificate of Service
Additional Text: Certificate of Service - Transaction 6207881 - Approved By: CSULEZIC : 07-21-2017:12:05:11
- 57 7/21/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6208211 - Approved By: NOREVIEW : 07-21-2017:11:44:16
- 58 7/21/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6208276 - Approved By: NOREVIEW : 07-21-2017:11:59:43
- 59 7/21/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: AMENDED ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6208280 - Approved By: NOREVIEW : 07-21-2017:12:00:49
- 60 7/21/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6208279 - Approved By: NOREVIEW : 07-21-2017:12:00:49
- 61 7/21/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6208284 - Approved By: NOREVIEW : 07-21-2017:12:01:49
- 62 7/21/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6208292 - Approved By: NOREVIEW : 07-21-2017:12:05:59
- 63 7/24/2017 - 1400 - Claim...
Additional Text: ... I- ... NOTICES: WRIT OF ERROR: 7/20 ORDER... F... .ACC; ORDER TO DISMISS... - Transaction 6211662 - Approved By: SWOLFE : 07-24-2017:16:58:18
DOCUMENT STRICKEN PER 8/9/17 COURT ORDER. nm
- 64 7/24/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6211747 - Approved By: NOREVIEW : 07-24-2017:16:59:19
- 65 7/24/2017 - 1400 - Claim...
Additional Text: ...K- NOTICE: CERTIFICARES OF DISHONOR...; ORDER TO DISMISS... - Transaction 6211773 - Approved By: SWOLFE : 07-24-2017:17:18:10
DOCUMENT STRICKEN PER 8/9/17 COURT ORDER. nm

- 66 7/24/2017 - 1400 - Claim...
Additional Text: ...J... WRIT OF ERROR 2 7/21 ORDER TO DISMISS CASE; DEMAND:"TRIAL BY JURY" PRESERVED - Transaction 6211780 - Approved By: SWOLFE : 07-24-2017:17:18:36
DOCUMENT STRICKEN PER 8/9/17 COURT ORDER. nm
- 67 7/24/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6211784 - Approved By: NOREVIEW : 07-24-2017:17:19:10
- 68 7/24/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6211785 - Approved By: NOREVIEW : 07-24-2017:17:19:30
- 69 7/25/2017 - 3250 - Ord Striking ...
Additional Text: TRANSACTION #6185338 - Transaction 6212466 - Approved By: NOREVIEW : 07-25-2017:09:45:54
- 70 7/25/2017 - 3250 - Ord Striking ...
Additional Text: TRANSACTION #6185329 - Transaction 6212470 - Approved By: NOREVIEW : 07-25-2017:09:46:45
- 71 7/25/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6212471 - Approved By: NOREVIEW : 07-25-2017:09:46:54
- 72 7/25/2017 - 3250 - Ord Striking ...
Additional Text: TRANSACTION #6185309 - Transaction 6212474 - Approved By: NOREVIEW : 07-25-2017:09:47:26
- 73 7/25/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6212475 - Approved By: NOREVIEW : 07-25-2017:09:47:44
- 74 7/25/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6212478 - Approved By: NOREVIEW : 07-25-2017:09:48:24
- 75 7/25/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6212581 - Approved By: NOREVIEW : 07-25-2017:10:15:01
- 76 7/25/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6212589 - Approved By: NOREVIEW : 07-25-2017:10:15:43
- 77 7/25/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6212592 - Approved By: NOREVIEW : 07-25-2017:10:16:01
- 78 7/25/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6212599 - Approved By: NOREVIEW : 07-25-2017:10:16:39
- 79 7/25/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6212605 - Approved By: NOREVIEW : 07-25-2017:10:17:08
- 80 7/25/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6212615 - Approved By: NOREVIEW : 07-25-2017:10:18:09
- 81 7/27/2017 - 1400 - Claim...
Additional Text: L- ...NOTICE:... OMNIBUS... TRANSFORMED: ORDER FOR CLAIMANTS" PERMANENT INJUNCTION, WRIT - Transaction 6219292 - Approved By: SWOLFE : 07-27-2017:16:57:21

DOCUMENT STRICKEN PER 8/15/17 COURT ORDER. nm
- 82 7/27/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6219293 - Approved By: NOREVIEW : 07-27-2017:16:58:18

- 83 7/28/2017 - 1400 - Claim...
Additional Text: ... M... Notice: Writ of Error re: 6 COURT ORDERS; Claimant Orders; Demand: "trial by jury" right preserved - Transaction 6221382 - Approved By: SWOLFE : 07-28-2017:15:09:25
DOCUMENT STRICKEN PER 8/15/17 COURT ORDER. nm
- 84 7/28/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6221388 - Approved By: NOREVIEW : 07-28-2017:15:10:25
- 85 7/31/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6223822 - Approved By: NOREVIEW : 07-31-2017:15:23:40
- 86 7/31/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6223826 - Approved By: NOREVIEW : 07-31-2017:15:24:32
- 87 7/31/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6223825 - Approved By: NOREVIEW : 07-31-2017:15:24:31
- 88 7/31/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6223834 - Approved By: NOREVIEW : 07-31-2017:15:25:31
- 89 8/1/2017 - 3373 - Other ...
Additional Text: CERTIFICATE OF EXIGENCY - Transaction 6225811 - Approved By: BBLOUGH : 08-01-2017:12:53:37
DOCUMENT STRICKEN PER 8/16/17 COURT ORDER. nm
- 90 8/1/2017 - 3373 - Other ...
Additional Text: TRUE BILL;TRESPASS - Transaction 6225811 - Approved By: BBLOUGH : 08-01-2017:12:53:37
DOCUMENT STRICKEN PER 8/16/17 COURT ORDER. nm
- 91 8/1/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6225812 - Approved By: NOREVIEW : 08-01-2017:12:54:22
- 92 8/1/2017 - A120 - Exemption from Arbitration
Additional Text: Transaction 6225833 - Approved By: NOREVIEW : 08-01-2017:13:00:24
- 93 8/1/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6225835 - Approved By: NOREVIEW : 08-01-2017:13:01:12
- 94 8/2/2017 - 1400 - Claim...
Additional Text: Q- ... Notice: ... Grand Larceny evidence - Transaction 6228355 - Approved By: CSULEZIC : 08-02-2017:13:17:11
DOCUMENT STRICKEN PER 8/22/17 COURT ORDER. nm
- 95 8/2/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6228362 - Approved By: NOREVIEW : 08-02-2017:13:18:12
- 96 8/2/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: Transaction 6229174 - Approved By: NOREVIEW : 08-02-2017:15:48:27
- 97 8/2/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: Transaction 6229175 - Approved By: NOREVIEW : 08-02-2017:15:48:28
- 98 8/2/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6229195 - Approved By: NOREVIEW : 08-02-2017:15:49:53
- 99 8/2/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6229192 - Approved By: NOREVIEW : 08-02-2017:15:49:52

- 100 8/4/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO STRIKE DOCUMENT - Transaction 6232627 - Approved By: NOREVIEW : 08-04-2017:10:16:23
- 101 8/4/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO STRIKE DOCUMENT - Transaction 6232629 - Approved By: NOREVIEW : 08-04-2017:10:17:04
- 102 8/4/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO STRIKE DOCUMENT - Transaction 6232632 - Approved By: NOREVIEW : 08-04-2017:10:17:25
- 103 8/4/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6232631 - Approved By: NOREVIEW : 08-04-2017:10:17:25
- 104 8/4/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6232638 - Approved By: NOREVIEW : 08-04-2017:10:18:04
- 105 8/4/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6232639 - Approved By: NOREVIEW : 08-04-2017:10:18:29
- 106 8/6/2017 - 4185 - Transcript
Additional Text: JULY 3, 2017 HEARING ON PRELIMINARY INJUNCTION (CORRECTED) - Transaction 6234288 - Approved By: NOREVIEW : 08-06-2017:14:04:55
- 107 8/6/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6234289 - Approved By: NOREVIEW : 08-06-2017:14:05:55
- 108 8/7/2017 - 3250 - Ord Striking ...
Additional Text: DOCUMENT [Claim ... WRIT OF ERROR ... CASE DISMISSAL (transaction #6207168) FROM RECORD - ks] - Transaction 6235768 - Approved By: NOREVIEW : 08-07-2017:14:45:10
- 109 8/7/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6235777 - Approved By: NOREVIEW : 08-07-2017:14:46:14
- 110 8/7/2017 - 3250 - Ord Striking ...
Additional Text: DOCUMENT [Counterclaim. Action of Law: Trespasses and Bad Faith, et al., (transaction #6185309) FROM RECORD - ks] - Transaction 6235812 - Approved By: NOREVIEW : 08-07-2017:14:49:21
- 111 8/7/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6235819 - Approved By: NOREVIEW : 08-07-2017:14:50:18
- 112 8/7/2017 - 3688 - Preliminary Injunction Order
Additional Text: Transaction 6235822 - Approved By: NOREVIEW : 08-07-2017:14:50:44
- 113 8/7/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6235835 - Approved By: NOREVIEW : 08-07-2017:14:51:42
- 114 8/8/2017 - 1501 - Cure Order - Filing Deficiency
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6237817 - Approved By: NOREVIEW : 08-08-2017:13:20:45
- 115 8/8/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6237824 - Approved By: NOREVIEW : 08-08-2017:13:21:46
- 116 8/8/2017 - 2610 - Notice ...
Additional Text: Notice Of Posting Preliminary Injunction Bond - Transaction 6238189 - Approved By: CSULEZIC : 08-08-2017:14:56:59
- 117 8/8/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6238278 - Approved By: NOREVIEW : 08-08-2017:14:57:56

- 118 8/9/2017 - 3250 - Ord Striking ...
Additional Text: TRANSACTION #6211780 - Transaction 6240095 - Approved By: NOREVIEW : 08-09-2017:13:36:58
- 119 8/9/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6240099 - Approved By: NOREVIEW : 08-09-2017:13:37:49
- 120 8/9/2017 - 3250 - Ord Striking ...
Additional Text: TRANSACTION #61211773 - Transaction 6240104 - Approved By: NOREVIEW : 08-09-2017:13:38:31
- 121 8/9/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6240113 - Approved By: NOREVIEW : 08-09-2017:13:39:22
- 122 8/9/2017 - 3250 - Ord Striking ...
Additional Text: TRANSACTION #6211662 - Transaction 6240120 - Approved By: NOREVIEW : 08-09-2017:13:40:02
- 123 8/9/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6240130 - Approved By: NOREVIEW : 08-09-2017:13:40:52
- 124 8/11/2017 - 1400 - Claim...
Additional Text: R-Notices:Cond.Acceptance;SettlementOffer;HearingClarification/Response;"Demand:"trialbyjury"preserved - Transaction 6245762 - Approved By: SWOLFE : 08-11-2017:15:20:43
- 125 8/11/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6245764 - Approved By: NOREVIEW : 08-11-2017:15:21:32
- 126 8/12/2017 - 2515 - Notice of Appeal Supreme Court
Additional Text: DFX: FILING FEE OF \$34.00 DUE, CANNOT REJECT NOA'S FOR FEES - YV
Transaction 6246170 - Approved By: YVILORIA : 08-14-2017:08:05:10
- 127 8/12/2017 - 1400 - Claim...
Additional Text: R(b) Notices: Conditional Acceptance: Settlement Offer; Hearing Clarification/ Response; Demand "Trial by Jury" preserved - Transaction 6246171 - Approved By: CSULEZIC : 08-14-2017:08:29:25
- 128 8/13/2017 - 1400 - Claim...
Additional Text: A-Notices: 14 Land Patent Ntcs., UCC Lien against Plaintiff, UCC SUMMONS, Demand "Trial by Jury" reserved - Transaction 6246173 - Approved By: CSULEZIC : 08-14-2017:08:31:33
- 129 8/13/2017 - 1400 - Claim...
Additional Text: F- Ntcs: ACC...303US; Power of Attorney Revocation, etc; Demand "trial by Jury" preserved - Transaction 6246174 - Approved By: CSULEZIC : 08-14-2017:08:36:02
- 130 8/13/2017 - 1400 - Claim...
Additional Text: D(b)- Ntcs: Law & Judicial Ntcs; Claimants Public Records, un rebutted; Demand " Trial by Jury" preserved - Transaction 6246175 - Approved By: CSULEZIC : 08-14-2017:08:36:38
- 131 8/13/2017 - 1400 - Claim...
Additional Text: F- Ntcs: ACC...303US; Power of Attorney Revocation, etc; Demand "trial by Jury" preserved - Transaction 6246176 - Approved By: CSULEZIC : 08-14-2017:08:37:51
- 132 8/13/2017 - 1400 - Claim...
Additional Text: Bb-Ntcs: Affidavit of Truth & ProbableCause; Sheriff... Stipulation... TbJ, Response; Demand trial by jury preserved - Transaction 6246202 - Approved By: CSULEZIC : 08-14-2017:08:45:37
- 133 8/13/2017 - 1400 - Claim...
Additional Text: Cb-Ntcs: Re-conveyance of Deed;... Declarations; UCC1 filing; Demand Trial by Jury preserved - Transaction 6246203 - Approved By: CSULEZIC : 08-14-2017:08:46:19
- 134 8/13/2017 - 1400 - Claim...
Additional Text: E-Ntcs: New Judicial; Claimants Responses: Writs, ORDERs, etc.; Demand: "trial by Jury" right preserved - Transaction 6246205 - Approved By: CSULEZIC : 08-14-2017:08:46:54
- 135 8/13/2017 - 1400 - Claim...
Additional Text: Claim I-Notices: Writ of Error: ORDER: F... ACC Power of Attorney Revocation, etc.
Transaction 6246222 - Approved By: SWILLIAM : 08-14-2017:08:39:18

- 136 8/13/2017 - 1400 - Claim...
Additional Text: Claim K-Notices: CERTIFICATEs OF DISHONOR: ORDER: Alleged ATTORNEYS; Order to Dismiss Case; ...
Transaction 6246223 - Approved By: SWILLIAM : 08-14-2017:08:44:44
- 137 8/13/2017 - 1400 - Claim...
Additional Text: Claim L-Notices... OMNIBUS... Transformed: Order: ... Permanent Injunction, Writ...
Transaction 6246224 - Approved By: SWILLIAM : 08-14-2017:08:46:28
- 138 8/13/2017 - 1400 - Claim...
Additional Text: Claim Q-Notices: Plaintiff/Respondent Grand Larceny Evidence; Demand: Trial by Jury Right preserved
Transaction 6246225 - Approved By: SWILLIAM : 08-14-2017:08:48:19
- 139 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246251 - Approved By: NOREVIEW : 08-14-2017:08:06:04
- 140 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246301 - Approved By: NOREVIEW : 08-14-2017:08:30:27
- 141 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246310 - Approved By: NOREVIEW : 08-14-2017:08:32:56
- 142 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246327 - Approved By: NOREVIEW : 08-14-2017:08:37:03
- 143 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246333 - Approved By: NOREVIEW : 08-14-2017:08:38:03
- 144 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246338 - Approved By: NOREVIEW : 08-14-2017:08:38:48
- 145 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246343 - Approved By: NOREVIEW : 08-14-2017:08:40:27
- 146 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246362 - Approved By: NOREVIEW : 08-14-2017:08:45:48
- 147 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246365 - Approved By: NOREVIEW : 08-14-2017:08:46:48
- 148 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246367 - Approved By: NOREVIEW : 08-14-2017:08:47:33
- 149 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246369 - Approved By: NOREVIEW : 08-14-2017:08:47:32
- 150 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246371 - Approved By: NOREVIEW : 08-14-2017:08:47:39
- 151 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246376 - Approved By: NOREVIEW : 08-14-2017:08:49:23
- 152 8/14/2017 - 3373 - Other ...
Additional Text: NOTICE OF CONDITIONAL ACCEPTANCE; SETTLEMENT OFFER; HEARING FOR CLARIFICATION /RESPONSE -
Transaction 6246895 - Approved By: BBLOUGH : 08-14-2017:10:49:44
- 153 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6246906 - Approved By: NOREVIEW : 08-14-2017:10:51:49

- 154 8/14/2017 - 2305 - Mtn Dismiss with Prejudice
Additional Text: Case Dismissal Order:NRCP 12(b) 1 through 5, ... - Transaction 6248034 - Approved By: SWOLFE : 08-14-2017:14:49:48
- 155 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6248040 - Approved By: NOREVIEW : 08-14-2017:14:50:32
- 156 8/14/2017 - 4105 - Supplemental ...
Additional Text: ClaimA: Attachment 6: 14 Land Patent Ntcs. UCC... Transaction # 6246173 - Transaction 6248114 - Approved By: SWOLFE : 08-14-2017:15:06:03
- 157 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6248124 - Approved By: NOREVIEW : 08-14-2017:15:07:06
- 158 8/14/2017 - \$1560 - \$Def 1st Appearance - CV
Additional Text: PATRICIA ANTHONY
- 159 8/14/2017 - \$DEFT - \$Addl Def/Answer - Prty/Appear
Additional Text: WILLIAM M. ANTHONY
- 160 8/14/2017 - PAYRC - **Payment Received
Additional Text: A Payment of -\$213.00 was made on receipt DCDC583547.
- 161 8/14/2017 - PAYRC - **Payment Received
Additional Text: A Payment of -\$30.00 was made on receipt DCDC583549.
- 162 8/14/2017 - 4105 - Supplemental ...
Additional Text: Claim D(b) Ntcs:Corrections, Cert. Svcs, Attachment Index & 1-4; T#6246175 - Transaction 6248283 - Approved By: SWOLFE : 08-14-2017:15:57:54
- 163 8/14/2017 - 4105 - Supplemental ...
Additional Text: Claim F- Ntcs: ACC ... 303US; Power of Atty Revocation, etc.; ... - Transaction 6248310 - Approved By: SWOLFE : 08-14-2017:15:57:18
- 164 8/14/2017 - 4105 - Supplemental ...
Additional Text: Claim E- Ntcs: Judicial.; Claimants Responses: Writs, ORDERS, etc; Demand: Trial by Jury preserved - Transaction 6248352 - Approved By: SWOLFE : 08-14-2017:15:58:50
- 165 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6248357 - Approved By: NOREVIEW : 08-14-2017:15:58:37
- 166 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6248363 - Approved By: NOREVIEW : 08-14-2017:15:59:00
- 167 8/14/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6248373 - Approved By: NOREVIEW : 08-14-2017:16:01:33
- 168 8/15/2017 - 3373 - Other ...
Additional Text: Transaction 6249037 - Approved By: JAPARICI : 08-15-2017:08:48:31
- 169 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6249043 - Approved By: NOREVIEW : 08-15-2017:08:49:33
- 170 8/15/2017 - 3250 - Ord Striking ...
Additional Text: TRANSACTION #6219292 - Transaction 6249623 - Approved By: NOREVIEW : 08-15-2017:10:53:11
- 171 8/15/2017 - 3250 - Ord Striking ...
Additional Text: TRANSACTION #6221382 - Transaction 6249629 - Approved By: NOREVIEW : 08-15-2017:10:53:47

- 172 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6249633 - Approved By: NOREVIEW : 08-15-2017:10:54:05
- 173 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6249640 - Approved By: NOREVIEW : 08-15-2017:10:54:47
- 174 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249933 - Approved By: NOREVIEW : 08-15-2017:11:39:12
- 175 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249933 - Approved By: NOREVIEW : 08-15-2017:11:39:12
- 176 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249933 - Approved By: NOREVIEW : 08-15-2017:11:39:12
- 177 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249933 - Approved By: NOREVIEW : 08-15-2017:11:39:12
- 178 8/15/2017 - FIE - **Document Filed in Error
No additional text exists for this entry.
- 179 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6249936 - Approved By: NOREVIEW : 08-15-2017:11:40:00
- 180 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249941 - Approved By: YVILORIA : 08-15-2017:12:13:52
- 181 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249944 - Approved By: NOREVIEW : 08-15-2017:11:43:16
- 182 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249944 - Approved By: NOREVIEW : 08-15-2017:11:43:16
- 183 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6249949 - Approved By: NOREVIEW : 08-15-2017:11:44:14
- 184 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249953 - Approved By: NOREVIEW : 08-15-2017:11:46:12
- 185 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249953 - Approved By: NOREVIEW : 08-15-2017:11:46:12
- 186 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249953 - Approved By: NOREVIEW : 08-15-2017:11:46:12
- 187 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249953 - Approved By: NOREVIEW : 08-15-2017:11:46:12
- 188 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249953 - Approved By: NOREVIEW : 08-15-2017:11:46:12
- 189 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6249956 - Approved By: NOREVIEW : 08-15-2017:11:47:03

190 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249962 - Approved By: NOREVIEW : 08-15-2017:11:48:02

191 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249962 - Approved By: NOREVIEW : 08-15-2017:11:48:02

192 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249962 - Approved By: NOREVIEW : 08-15-2017:11:48:02

193 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249962 - Approved By: NOREVIEW : 08-15-2017:11:48:02

194 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249962 - Approved By: NOREVIEW : 08-15-2017:11:48:02

195 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249963 - Approved By: NOREVIEW : 08-15-2017:11:48:41

196 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6249964 - Approved By: NOREVIEW : 08-15-2017:11:48:53

197 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6249966 - Approved By: NOREVIEW : 08-15-2017:11:49:32

198 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6249969 - Approved By: NOREVIEW : 08-15-2017:11:50:33

199 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6249971 - Approved By: NOREVIEW : 08-15-2017:11:51:33

200 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6250035 - Approved By: NOREVIEW : 08-15-2017:12:14:45

201 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6250065 - Approved By: NOREVIEW : 08-15-2017:12:26:44

202 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6250068 - Approved By: NOREVIEW : 08-15-2017:12:27:48

203 8/15/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6250072 - Approved By: NOREVIEW : 08-15-2017:12:28:46

204 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6250074 - Approved By: NOREVIEW : 08-15-2017:12:29:36

205 8/15/2017 - 2290 - Mtn to Dismiss Case
Additional Text: Notice: with prejudice: NRCP 12 (b) 1, 2, 3, 4, and 5 Revised - Transaction 6251231 - Approved By: SWOLFE : 08-15-2017:16:27:12

206 8/15/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6251244 - Approved By: NOREVIEW : 08-15-2017:16:28:13

207 8/15/2017 - \$2515 - \$Notice/Appeal Supreme Court
Additional Text: Notice of Appeal filed 8-12-17 YV

- 208 8/15/2017 - PAYRC - **Payment Received
Additional Text: A Payment of -\$34.00 was made on receipt DCDC583696.
- 209 8/15/2017 - SAB - **Supreme Court Appeal Bond
Additional Text: Bond ID: SAB-17-00049; Total Bond Amount: \$500.00.

Bond Code, SAB, Receipted for: SITE DEFINED TRUST DEPOSIT, on 15-AUG-2017 in the amount of \$500.00 on case ID CV17-00843.
- 210 8/16/2017 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 6251488 - Approved By: NOREVIEW : 08-16-2017:08:21:38
- 211 8/16/2017 - 1310E - Case Appeal Statement
Additional Text: Transaction 6251488 - Approved By: NOREVIEW : 08-16-2017:08:21:38
- 212 8/16/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6251492 - Approved By: NOREVIEW : 08-16-2017:08:22:38
- 213 8/16/2017 - 3250 - Ord Striking ...
Additional Text: Transaction 6253754 - Approved By: NOREVIEW : 08-16-2017:16:09:24
- 214 8/16/2017 - 3370 - Order ...
Additional Text: ORDER TO COMPORT WITH WASHOE DISTRICT COURT RULE 10 - Transaction 6253760 - Approved By: NOREVIEW : 08-16-2017:16:10:42
- 215 8/16/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6253757 - Approved By: NOREVIEW : 08-16-2017:16:10:15
- 216 8/16/2017 - 3250 - Ord Striking ...
Additional Text: Transaction 6253764 - Approved By: NOREVIEW : 08-16-2017:16:11:15
- 217 8/16/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6253766 - Approved By: NOREVIEW : 08-16-2017:16:11:26
- 218 8/16/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6253771 - Approved By: NOREVIEW : 08-16-2017:16:12:06
- 219 8/18/2017 - 4075 - Substitution of Counsel
Additional Text: MICHAEL LEHNERS ESQ - Transaction 6257877 - Approved By: CSULEZIC : 08-18-2017:16:02:50
- 220 8/18/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6258101 - Approved By: NOREVIEW : 08-18-2017:16:03:52
- 221 8/18/2017 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 73761 / RECEIPT FOR DOCUMENTS - Transaction 6258220 - Approved By: NOREVIEW : 08-18-2017:16:31:23
- 222 8/18/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6258225 - Approved By: NOREVIEW : 08-18-2017:16:32:24
- 223 8/21/2017 - 1130 - Answer ...
Additional Text: ANSWER AND COUNTERCLAIM - Transaction 6260076 - Approved By: CSULEZIC : 08-21-2017:16:21:28
- 224 8/21/2017 - 2250 - Mtn Alter or Amend Judgment
Additional Text: MOTION TO ALTER OR AMEND ORDER GRANTING PRELIMINARY INJUNCTION - Transaction 6260150 - Approved By: YVILORIA : 08-21-2017:16:41:13

- 225 8/21/2017 - 2610 - Notice ...
Additional Text: NOTICE OF WITHDRAWAL OF NOTICE OF APPEAL WITHOUT PREJUDICE - Transaction 6260220 - Approved By: NMASON : 08-21-2017:16:44:49
- 226 8/21/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6260295 - Approved By: NOREVIEW : 08-21-2017:16:22:34
- 227 8/21/2017 - 3860 - Request for Submission
Additional Text: Transaction 6260371 - Approved By: YVILORIA : 08-22-2017:08:49:54
DOCUMENT TITLE: EX PARTE MOTION TO STAY EFFECT OF AUGUST 7, 2017 ORDER GRANTING PRELIMINARY INJUNCTION
PARTY SUBMITTING: MICHAEL C. LEHNERS ESQ
DATE SUBMITTED: AUG 22, 2017
SUBMITTED BY: YVILORIA
DATE RECEIVED JUDGE OFFICE:
- 228 8/21/2017 - 1030 - Affidavit in Support...
Additional Text: AFFIDAVIT OF COUNSEL IN SUPPORT OF EX PARTE MOTION STAY EFFECT OF AUGUST 7, 2017 ORDER GRANTING PRELIMINARY INJUNCTION - Transaction 6260371 - Approved By: YVILORIA : 08-22-2017:08:49:54
- 229 8/21/2017 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION STAY EFFECT OF AUGUST 7, 2017 ORDER GRANTING PRELIMINARY INJUNCTION - Transaction 6260371 - Approved By: YVILORIA : 08-22-2017:08:49:54
- 230 8/21/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6260446 - Approved By: NOREVIEW : 08-21-2017:16:43:10
- 231 8/21/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6260474 - Approved By: NOREVIEW : 08-21-2017:16:45:59
- 232 8/22/2017 - 3250 - Ord Striking ...
Additional Text: Transaction 6260670 - Approved By: NOREVIEW : 08-22-2017:08:23:27
- 233 8/22/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6260675 - Approved By: NOREVIEW : 08-22-2017:08:24:19
- 234 8/22/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6260780 - Approved By: NOREVIEW : 08-22-2017:08:50:47
- 235 8/22/2017 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 236 8/24/2017 - MIN - ***Minutes
Additional Text: 8/2/17 PRELIMINARY INJUNCTION - Transaction 6265546 - Approved By: NOREVIEW : 08-24-2017:10:16:04
- 237 8/24/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6265553 - Approved By: NOREVIEW : 08-24-2017:10:17:06
- 238 8/24/2017 - MIN - ***Minutes
Additional Text: 8/22/17 CONFERENCE CALL - Transaction 6265953 - Approved By: NOREVIEW : 08-24-2017:11:43:15
- 239 8/24/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6265968 - Approved By: NOREVIEW : 08-24-2017:11:44:27
- 240 8/31/2017 - 3870 - Request
Additional Text: REQUEST FOR REFUND OF APPEAL FEES - Transaction 6277254 - Approved By: PMSEWELL : 08-31-2017:10:40:49
- 241 8/31/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6277768 - Approved By: NOREVIEW : 08-31-2017:10:41:53

- 242 9/7/2017 - 4127 - Supreme Ct Ord Dismiss Appeal
Additional Text: SUPREME COURT NO. 73761 / ORDER DISMISSING APPEAL - Transaction 6287240 - Approved By: NOREVIEW : 09-07-2017:11:11:07
- 243 9/7/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6287251 - Approved By: NOREVIEW : 09-07-2017:11:12:08
- 244 9/7/2017 - 3980 - Stip and Order...
Additional Text: CONCERNING TEMPORARY STAY OF PRELIMINARY INJUNCTION - Transaction 6288575 - Approved By: NOREVIEW : 09-07-2017:15:32:32
- 245 9/7/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6288582 - Approved By: NOREVIEW : 09-07-2017:15:33:33
- 246 9/28/2017 - 3980 - Stip and Order...
Additional Text: TO CONTINUE HEARING AND EXTEND THE STAY OF AUGUST 7, 2017, ORDER - Transaction 6322564 - Approved By: NOREVIEW : 09-28-2017:13:51:15
- 247 9/28/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6322567 - Approved By: NOREVIEW : 09-28-2017:13:52:15
- 248 10/2/2017 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 6326291 - Approved By: NOREVIEW : 10-02-2017:14:15:05
- 249 10/2/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6326295 - Approved By: NOREVIEW : 10-02-2017:14:15:51
- 250 10/3/2017 - 2980 - Ord Return of Appeal Bond
Additional Text: Transaction 6328873 - Approved By: NOREVIEW : 10-03-2017:15:07:51
- 251 10/3/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6328880 - Approved By: NOREVIEW : 10-03-2017:15:08:52
- 252 10/10/2017 - CHECK - **Trust Disbursement
Additional Text: A Disbursement of \$500.00 on Check Number 33531
- 253 10/12/2017 - 1145 - Answer to Counterclaim-Civil
Additional Text: COUNTERDEFENDANT FEDERAL NATIONAL MORTGAGE ASSOCIATION'S ANSWER TO COUNTERCLAIM AND AFFIRMATIVE DEFENSES - Transaction 6345412 - Approved By: PMSEWELL : 10-13-2017:09:06:00
- 254 10/13/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6345596 - Approved By: NOREVIEW : 10-13-2017:09:07:01
- 255 11/29/2017 - 2525 - Notice of Change of Address
Additional Text: Notice Of Change Of Address - Transaction 6415326 - Approved By: PMSEWELL : 11-30-2017:10:03:14
- 256 11/30/2017 - NEF - Proof of Electronic Service
Additional Text: Transaction 6415773 - Approved By: NOREVIEW : 11-30-2017:10:04:17
- 257 1/5/2018 - MIN - ***Minutes
Additional Text: 11/13/17 CONFERENCE CALL - Transaction 6467974 - Approved By: NOREVIEW : 01-05-2018:11:41:39
- 258 1/5/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6467979 - Approved By: NOREVIEW : 01-05-2018:11:42:31
- 259 1/17/2018 - 4050 - Stipulation ...
Additional Text: Transaction 6484404 - Approved By: SWILLIAM : 01-17-2018:13:26:07

260 1/17/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6484587 - Approved By: NOREVIEW : 01-17-2018:13:27:07

261 1/18/2018 - 3860 - Request for Submission
Additional Text: Transaction 6486289 - Approved By: YVILORIA : 01-18-2018:10:47:46
DOCUMENT TITLE: STIPULATION RE: STATUS HEARING
PARTY SUBMITTING: MICHAEL C. LEHNERS ESQ
DATE SUBMITTED: JAN 18, 2018
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:

262 1/18/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6486583 - Approved By: NOREVIEW : 01-18-2018:10:51:00

263 1/18/2018 - S200 - Request for Submission Complet
No additional text exists for this entry.

264 1/22/2018 - 2745 - Ord Appointing ...
Additional Text: STIPULATION RE: STATUS HEARING - Transaction 6491501 - Approved By: NOREVIEW : 01-22-2018:12:13:35

265 1/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6491508 - Approved By: NOREVIEW : 01-22-2018:12:14:36

266 1/23/2018 - 2529 - Notice of Early Case Conferenc
Additional Text: Transaction 6494049 - Approved By: NOREVIEW : 01-23-2018:13:12:00

267 1/23/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6494052 - Approved By: NOREVIEW : 01-23-2018:13:12:58

268 1/25/2018 - 2540 - Notice of Entry of Ord
Additional Text: NOTICE OF ENTRY OF ORDER APPROVING STIPULATION RE: STATUS HEARING - Transaction 6498520 - Approved By: PMSEWELL : 01-25-2018:11:49:27

269 1/25/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6498558 - Approved By: NOREVIEW : 01-25-2018:11:50:14

270 3/6/2018 - 1835 - Joint Case Conference Report
Additional Text: Transaction 6563628 - Approved By: CSULEZIC : 03-06-2018:15:03:05

271 3/6/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6563882 - Approved By: NOREVIEW : 03-06-2018:15:04:04

272 3/22/2018 - A120 - Exemption from Arbitration
Additional Text: Transaction 6591426 - Approved By: NOREVIEW : 03-22-2018:14:45:24

273 3/22/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6591454 - Approved By: NOREVIEW : 03-22-2018:14:48:11

274 4/2/2018 - 2491 - NRCP 16.1 Doc/Designation
Additional Text: DEFENDANTS' NRCP 16.1 INITIAL DISCLOSURES - Transaction 6607060 - Approved By: YVILORIA : 04-02-2018:12:32:07

275 4/2/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6607182 - Approved By: NOREVIEW : 04-02-2018:12:33:05

276 4/10/2018 - 3696 - Pre-Trial Order
Additional Text: Transaction 6622505 - Approved By: NOREVIEW : 04-10-2018:17:24:56

277 4/10/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6622506 - Approved By: NOREVIEW : 04-10-2018:17:25:45

278 4/16/2018 - 2605 - Notice to Set
Additional Text: 04/30/18 @10:30AM - Transaction 6630390 - Approved By: CVERA : 04-16-2018:12:15:41

279 4/16/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6630752 - Approved By: NOREVIEW : 04-16-2018:12:16:30

280 4/18/2018 - 4075 - Substitution of Counsel
Additional Text: DARREN BRENNER, ESQ. FOR FEDERAL NATIONAL MORTGAGE IN PLACE OF MATTHEW DAYTON, ESQ. - Transaction 6636930 - Approved By: PMSEWELL : 04-18-2018:16:48:13

281 4/18/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6637002 - Approved By: NOREVIEW : 04-18-2018:16:49:35

282 4/30/2018 - 1250E - Application for Setting eFile
Additional Text: Transaction 6654401 - Approved By: NOREVIEW : 04-30-2018:13:46:02

283 4/30/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6654406 - Approved By: NOREVIEW : 04-30-2018:13:46:56

284 5/1/2018 - 3915 - Scheduling Order
Additional Text: Transaction 6657494 - Approved By: NOREVIEW : 05-01-2018:15:41:34

285 5/1/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6657524 - Approved By: NOREVIEW : 05-01-2018:15:44:50

286 6/11/2018 - 4050 - Stipulation ...
Additional Text: REGARDING INJUNCTIVE RELIEF - Transaction 6723585 - Approved By: JAPARICI : 06-12-2018:09:32:25

287 6/12/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6723863 - Approved By: NOREVIEW : 06-12-2018:09:33:35

288 7/13/2018 - 2610 - Notice ...
Additional Text: NOTICE OF SUBPOENA DUCES TECUM - Transaction 6774499 - Approved By: CSULEZIC : 07-13-2018:09:44:21

289 7/13/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6774793 - Approved By: NOREVIEW : 07-13-2018:09:45:58

290 7/25/2018 - 2777 - Ord Approving ...
Additional Text: STIPULATION RE: INJUNCTIVE RELIEF - Transaction 6794538 - Approved By: NOREVIEW : 07-25-2018:11:03:46

291 7/25/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6794546 - Approved By: NOREVIEW : 07-25-2018:11:05:13

292 8/20/2018 - 2582 - Notice of Taking Deposition
Additional Text: Transaction 6837210 - Approved By: BBLOUGH : 08-20-2018:13:09:16

293 8/20/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6837733 - Approved By: NOREVIEW : 08-20-2018:13:11:46

294 9/14/2018 - 2165 - Mtn for Protective Ord
Additional Text: MOTION FOR PROTECTIVE ORDER RE: NOTICED DEPOSITION OF FEDERAL NATIONAL MORTGAGE ASSOCIATION - Transaction 6880827 - Approved By: CSULEZIC : 09-14-2018:14:07:44

- 295 9/14/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6880889 - Approved By: NOREVIEW : 09-14-2018:14:08:38
- 296 10/1/2018 - 2645 - Opposition to Mtn ...
Additional Text: OPPOSITION TO MOTION FOR PROTECTIVE ORDER REGARDING NOTICED DEPOSITION - Transaction 6905553
- Approved By: PMSEWELL : 10-01-2018:17:26:05
- 297 10/1/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6906343 - Approved By: NOREVIEW : 10-01-2018:17:27:04
- 298 10/11/2018 - 3795 - Reply...
Additional Text: FEDERAL NATIONAL MORTGAGE ASSOCIATION'S REPLY IN SUPPORT OF MOTION FOR PROTECTIVE ORDER
RE: NOTICED DEPOSITION OF FEDERAL NATIONAL MORTGAGE ASSOCIATION - Transaction 6924638 - Approved By: CSULEZIC
: 10-11-2018:17:33:02
- 299 10/11/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6924722 - Approved By: NOREVIEW : 10-11-2018:17:33:46
- 300 10/15/2018 - 3860 - Request for Submission
Additional Text: - Transaction 6929604 - Approved By: PMSEWELL : 10-16-2018:08:24:21
DOCUMENT TITLE: MOTION FOR PROTECTIVE ORDER RE: NOTICED DEPOSITION OF FEDERAL NATIONAL MORTGAGE
ASSOCIATION (NO ORDER PROVIDED)
PARTY SUBMITTING: DARREN BRENNER, ESQ.
DATE SUBMITTED: OCTOBER 15, 2018
SUBMITTED BY: PMSEWELL
DATE RECEIVED JUDGE OFFICE:
- 301 10/16/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6929697 - Approved By: NOREVIEW : 10-16-2018:08:25:31
- 302 11/8/2018 - 1945 - Master's Recommendation/Ord
Additional Text: RECOMMENDATION FOR ORDER - Transaction 6969103 - Approved By: NOREVIEW : 11-08-2018:14:00:46
- 303 11/8/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6969106 - Approved By: NOREVIEW : 11-08-2018:14:01:46
- 304 11/8/2018 - S200 - Request for Submission Complet
Additional Text: RECOMMENDATION FOR ORDER Filed 11/8/18
- 305 11/20/2018 - 2690 - Ord Affirming Master Recommend
Additional Text: Transaction 6986153 - Approved By: NOREVIEW : 11-20-2018:13:40:57
- 306 11/20/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6986167 - Approved By: NOREVIEW : 11-20-2018:13:42:25
- 307 11/21/2018 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 6987360 - Approved By: NOREVIEW : 11-21-2018:08:33:54
- 308 11/21/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 6987362 - Approved By: NOREVIEW : 11-21-2018:08:34:54
- 309 12/7/2018 - 2582 - Notice of Taking Deposition
Additional Text: AMENDED NOTICE OF TAKING DEPOSITION OF PMK FOR FEDERAL NATIONAL MORTGAGE ASSOCIATION -
Transaction 7012641 - Approved By: YVILORIA : 12-07-2018:08:49:29
- 310 12/7/2018 - NEF - Proof of Electronic Service
Additional Text: Transaction 7012785 - Approved By: NOREVIEW : 12-07-2018:08:50:42

- 311 1/31/2019 - 2610 - Notice ...
Additional Text: NOTICE OF SETTLEMENT CONFERENCE -12:00 p.m. on March 15, 2019 - Transaction 7095500 - Approved By: KTOMBOW : 01-31-2019:11:51:46
- 312 1/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7095625 - Approved By: NOREVIEW : 01-31-2019:11:53:01
- 313 4/19/2019 - \$2160 - \$Mtn Partial Sum Judgment
Additional Text: DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 7229568 - Approved By: YVILORIA : 04-19-2019:15:47:53
- 314 4/19/2019 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$200.00 was made on receipt DCDC636066.
- 315 4/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7229699 - Approved By: NOREVIEW : 04-19-2019:15:49:01
- 316 4/19/2019 - 1356 - Certificate of Mailing
Additional Text: Transaction 7229741 - Approved By: JAPARICI : 04-19-2019:16:08:38
- 317 4/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7229798 - Approved By: NOREVIEW : 04-19-2019:16:09:38
- 318 4/26/2019 - \$2200 - \$Mtn for Summary Judgment
Additional Text: DFX: ALL EXHIBITS FILED UNDER EXHIBIT 1 - Federal National Mortgage Association's Motion for Summary Judgment, or, Alternative, Partial Summary Judgment - Transaction 7241244 - Approved By: CSULEZIC : 04-29-2019:09:27:32
- 319 4/29/2019 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$200.00 was made on receipt DCDC636573.
- 320 4/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7241708 - Approved By: NOREVIEW : 04-29-2019:09:28:49
- 321 5/6/2019 - 2645 - Opposition to Mtn ...
Additional Text: DEFENDANTS' OPPOSITION TO FANNIE MAE'S MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 7255258 - Approved By: YVILORIA : 05-06-2019:16:35:37
- 322 5/6/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7255681 - Approved By: NOREVIEW : 05-06-2019:16:36:41
- 323 5/10/2019 - 2645 - Opposition to Mtn ...
Additional Text: FEDERAL NATIONAL MORTGAGE ASSOCIATION'S OPPOSITION TO PATRICIA ANTHONY AND WILLIAM ANTHONY'S MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 7265058 - Approved By: YVILORIA : 05-10-2019:15:42:12
- 324 5/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7265074 - Approved By: NOREVIEW : 05-10-2019:15:43:17
- 325 5/13/2019 - 3795 - Reply...
Additional Text: FEDERAL NATIONAL MORTGAGE ASSOCIATION'S REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT - Transaction 7267630 - Approved By: CVERA : 05-14-2019:08:59:37
- 326 5/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7267851 - Approved By: NOREVIEW : 05-14-2019:09:00:45
- 327 5/17/2019 - 3790 - Reply to/in Opposition
Additional Text: DEFENDANTS' REPLY TO FANNIE MAE'S OPPOSITION TO DEFENDANTS MOTION FOR PARTIAL SUMMARY JUDGMENT - Transaction 7275879 - Approved By: JAPARICI : 05-17-2019:13:08:24
- 328 5/17/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7276291 - Approved By: NOREVIEW : 05-17-2019:13:09:53

- 329 5/28/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION - Transaction 7290430 - Approved By: YVILORIA : 05-28-2019:14:15:29
DOCUMENT TITLE: DEFENDANTS' MOTION FOR PARTIAL SUMMARY JUDGMENT FILED 4-19-19
PARTY SUBMITTING: MICHAEL LEHNERS SQ
DATE SUBMITTED: 5-28-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 330 5/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7290672 - Approved By: NOREVIEW : 05-28-2019:14:16:31
- 331 5/28/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION - Transaction 7290759 - Approved By: YVILORIA : 05-28-2019:15:40:50
DOCUMENT TITLE: PLAINTIFF'S MOTION FOR PARTIAL SUMMARY JUDGMENT FILED 4-26-19
PARTY SUBMITTING: MICHAEL LEHNERS ESQ
DATE SUBMITTED: 5-28-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 332 5/28/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7291079 - Approved By: NOREVIEW : 05-28-2019:15:41:56
- 333 5/28/2019 - S200 - Request for Submission Complet
Additional Text: ORAL ARGUMENT SET JULY 8
- 334 5/28/2019 - S200 - Request for Submission Complet
Additional Text: ORAL ARGUMENT SET JULY 8, 2019
- 335 7/10/2019 - 2700 - Ord After Hearing...
Additional Text: Transaction 7365126 - Approved By: NOREVIEW : 07-10-2019:12:10:21
- 336 7/10/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7365132 - Approved By: NOREVIEW : 07-10-2019:12:11:23
- 337 7/18/2019 - 2610 - Notice ...
Additional Text: ADMISSION:NOTICE RE:T#6246173:CLAIM A...DEC. LAND PATENT; ORDER... REFUSED FOR CAUSE - Transaction 7381799 - Approved By: TSHIELDS : 07-18-2019:16:24:54

DOCUMENT STRICKEN PER COURT ORDER FILED 8/26/19
- 338 7/18/2019 - 2610 - Notice ...
Additional Text: NOTICE:ADDENDUM/EXTENSION:...RE: CLAIM D... CLAIMANTS PUBLIC RECORDS, UNREBUTTED - Transaction 7381799 - Approved By: TSHIELDS : 07-18-2019:16:24:54

DOCUMENT STRICKEN PER COURT ORDER FILED 8/26/19
- 339 7/18/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7381806 - Approved By: NOREVIEW : 07-18-2019:16:25:52
- 340 7/24/2019 - 1020 - Addendum
Additional Text: ADDENDUMS TO TRANSACTION - Transaction 7390480 - Approved By: NOREVIEW : 07-24-2019:09:43:45

DOCUMENT STRICKEN PER COURT ORDER FILED 8/26/19
- 341 7/24/2019 - 1520 - Declaration
Additional Text: DECLARATION & CLAIM OF AMERICAN NATIONAL POLITICAL STATUS - Transaction 7390480 - Approved By: NOREVIEW : 07-24-2019:09:43:45

DOCUMENT STRICKEN PER COURT ORDER FILED 8/26/19
- 342 7/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7390483 - Approved By: NOREVIEW : 07-24-2019:09:44:34

- 343 7/24/2019 - \$2515 - \$Notice/Appeal Supreme Court
Additional Text: NOTICE OF APPEAL - Transaction 7390802 - Approved By: YVILORIA : 07-24-2019:11:09:18
- 344 7/24/2019 - 1035 - Affidavit of Attesting Witness
Additional Text: Two: Witness Testimonies ... Form ... Affidavit for protection Patented Land & home(s): 3705 Anthony Place - Transaction 7390816 - Approved By: NOREVIEW : 07-24-2019:11:07:55
DOCUMENT STRICKEN PER COURT ORDER FILED 8/26/19
- 345 7/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7390818 - Approved By: NOREVIEW : 07-24-2019:11:08:57
- 346 7/24/2019 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$34.00 was made on receipt DCDC642263.
- 347 7/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7390819 - Approved By: NOREVIEW : 07-24-2019:11:11:05
- 348 7/24/2019 - SAB - **Supreme Court Appeal Bond
Additional Text: Transaction 7390845 - Approved By: YVILORIA : 07-24-2019:11:19:15
- 349 7/24/2019 - PAYRC - **Payment Receipted
Additional Text: A Payment of \$500.00 was made on receipt DCDC642265.
- 350 7/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7390866 - Approved By: NOREVIEW : 07-24-2019:11:21:37
- 351 7/24/2019 - FIE - **Document Filed in Error
Additional Text: FILED IN ERROR - CASE APPEAL STATEMENT NOT FILED YET - YVILORIA
- 352 7/24/2019 - FIE - **Document Filed in Error
Additional Text: FILED IN ERROR - CASE APPEAL STATEMENT NOT FILED YET - YVILORIA
- 353 7/25/2019 - 1310 - Case Appeal Statement
Additional Text: Transaction 7394048 - Approved By: NOREVIEW : 07-25-2019:11:52:46
- 354 7/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7394070 - Approved By: NOREVIEW : 07-25-2019:11:55:56
- 355 7/25/2019 - 1350 - Certificate of Clerk
Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - NOTICE OF APPEAL - Transaction 7394340 - Approved By: NOREVIEW : 07-25-2019:13:43:30
- 356 7/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7394347 - Approved By: NOREVIEW : 07-25-2019:13:44:37
- 357 7/26/2019 - MIN - ***Minutes
Additional Text: 7/8/19 ORAL ARGUMENTS - Transaction 7396871 - Approved By: NOREVIEW : 07-26-2019:13:40:59
- 358 7/26/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7396880 - Approved By: NOREVIEW : 07-26-2019:13:44:16
- 359 7/29/2019 - 1187 - **Supreme Court Case No. ...
Additional Text: SUPREME COURT NO. 79284 - ANTHONY ET AL

- 360 7/30/2019 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 79284 / RECEIPT FOR DOCUMENTS - Transaction 7401460 - Approved By: NOREVIEW : 07-30-2019:11:36:19
- 361 7/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7401471 - Approved By: NOREVIEW : 07-30-2019:11:38:14
- 362 7/31/2019 - 2195 - Mtn for Stay ...
Additional Text: DEFENDANTS' MOTION TO STAY PENDING APPEAL - Transaction 7403769 - Approved By: YVILORIA : 07-31-2019:12:53:48
- 363 7/31/2019 - 4185 - Transcript
Additional Text: JULY 8, 2019 ORAL ARGUMENTS - Transaction 7403948 - Approved By: NOREVIEW : 07-31-2019:12:10:40
- 364 7/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7403950 - Approved By: NOREVIEW : 07-31-2019:12:11:37
- 365 7/31/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7404065 - Approved By: NOREVIEW : 07-31-2019:12:54:42
- 366 8/1/2019 - 2610 - Notice ...
Additional Text: NOTICE OF REQUEST OF TRANSCRIPT - Transaction 7406554 - Approved By: YVILORIA : 08-01-2019:11:50:14
- 367 8/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7406619 - Approved By: NOREVIEW : 08-01-2019:11:51:19
- 368 8/1/2019 - 1188 - Supreme Court Receipt for Doc
Additional Text: SUPREME COURT NO. 79284 / RECEIPT FOR DOCUMENTS - Transaction 7407010 - Approved By: NOREVIEW : 08-01-2019:13:58:34
- 369 8/1/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7407018 - Approved By: NOREVIEW : 08-01-2019:13:59:35
- 370 8/8/2019 - 3700 - Proceedings
Additional Text: NOTICE ATTACHED - NOTICE OF STRICKEN DOCUMENT FILED 08/08/2019 STRIKING THE FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ON PARTIES' MOTIONS FOR SUMMARY JUDGMENT FOR THE FOLLOWING REASON: DOCUMENT IS AN UNSIGNED ORDER THAT IS NOT IDENTIFIED AS A PROPOSED ORDER - WDCR 10(c)(1) (Proposed) Findings Of Fact, Conclusions Of Law And Order On Parties' Motions For Summary Judgment - Transaction 7418294 - Approved By: NOREVIEW : 08-08-2019:09:39:42
- 371 8/8/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7418298 - Approved By: NOREVIEW : 08-08-2019:09:40:44
- 372 8/14/2019 - 2520 - Notice of Appearance
Additional Text: NOTICE OF APPEARANCE: WILLIAM HABDAS, ESQ / FEDERAL NATIONAL MORTGAGE ASSOCIATION - Transaction 7429817 - Approved By: YVILORIA : 08-14-2019:15:27:50
- 373 8/14/2019 - 3880 - Response...
Additional Text: RESPONSE TO ANTHONY'S OBJECTIONS TO PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER ON PARTIES MOTIONS FOR SUMMARY JUDGMENT - Transaction 7429834 - Approved By: YVILORIA : 08-14-2019:15:29:13
- 374 8/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7429849 - Approved By: NOREVIEW : 08-14-2019:15:29:12
- 375 8/14/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7429860 - Approved By: NOREVIEW : 08-14-2019:15:30:42
- 376 8/15/2019 - 2630 - Objection to ...
Additional Text: DEFENDANTS' OBJECTION TO PROPOSED FINDINGS

- 377 8/16/2019 - 1750 - Findings, Conclusions & Judg
Additional Text: Transaction 7431740 - Approved By: NOREVIEW : 08-16-2019:09:10:55
- 378 8/16/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7431756 - Approved By: NOREVIEW : 08-16-2019:09:14:09
- 379 8/19/2019 - 3320 - Ord to File ...
Additional Text: Transaction 7436068 - Approved By: NOREVIEW : 08-19-2019:14:05:22
- 380 8/19/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7436074 - Approved By: NOREVIEW : 08-19-2019:14:06:40
- 381 8/21/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION - Transaction 7440625 - Approved By: YVILORIA : 08-21-2019:09:11:42
DOCUMENT TITLE: EX PARTE MOTION TO EXPUNGE RECORDED DOCUMENTS
PARTY SUBMITTING: MICHAEL LEHNERS ESQ
DATE SUBMITTED: 8-21-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 382 8/21/2019 - 3860 - Request for Submission
Additional Text: REQUEST FOR SUBMISSION - Transaction 7440625 - Approved By: YVILORIA : 08-21-2019:09:11:42
DOCUMENT TITLE: EX PARTE MOTION TO STRIKE PLEADINGS
PARTY SUBMITTING: MICHAEL LEHNERS ESQ
DATE SUBMITTED: 8-21-19
SUBMITTED BY: YV
DATE RECEIVED JUDGE OFFICE:
- 383 8/21/2019 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION TO EXPUNGE RECORDED DOCUMENTS - Transaction 7440625 - Approved By: YVILORIA : 08-21-2019:09:11:42
- 384 8/21/2019 - 1670 - Ex-Parte Mtn...
Additional Text: EX PARTE MOTION TO STRIKE PLEADINGS - Transaction 7440625 - Approved By: YVILORIA : 08-21-2019:09:11:42
- 385 8/21/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7440896 - Approved By: NOREVIEW : 08-21-2019:09:13:11
- 386 8/23/2019 - 2645 - Opposition to Mtn ...
Additional Text: FEDERAL NATIONAL MORTGAGE ASSOCIATION'S OPPOSITION TO PATRICIA ANTHONY AND WILLIAM ANTHONY'S MOTION TO STAY PENDING APPEAL - Transaction 7448157 - Approved By: YVILORIA : 08-23-2019:16:50:26
- 387 8/23/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7448317 - Approved By: NOREVIEW : 08-23-2019:16:51:36
- 388 8/26/2019 - 3060 - Ord Granting Mtn ...
Additional Text: TO STRIKE DOCUMENTS - Transaction 7448848 - Approved By: NOREVIEW : 08-26-2019:10:01:48
- 389 8/26/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7448855 - Approved By: NOREVIEW : 08-26-2019:10:03:00
- 390 8/26/2019 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 391 8/29/2019 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7456834 - Approved By: NOREVIEW : 08-29-2019:10:05:31
- 392 8/29/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7456855 - Approved By: NOREVIEW : 08-29-2019:10:07:36

- 393 9/3/2019 - 3790 - Reply to/in Opposition
Additional Text: DEFENDANTS' REPLY TO PLAINTIFF'S OPPOSITION TO DEFENDANTS' MOTION TO STAY PENDING APPEAL - Transaction 7461712 - Approved By: CSULEZIC : 09-03-2019:09:49:04
- 394 9/3/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7461840 - Approved By: NOREVIEW : 09-03-2019:09:50:27
- 395 9/5/2019 - 3860 - Request for Submission
Additional Text: Transaction 7467432 - Approved By: NOREVIEW : 09-05-2019:09:33:07
DOCUMENT TITLE: MOTION FOR STAY PENDING APPEAL
PARTY SUBMITTING: MICHAEL C. LEHNERS, ESQ.
DATE SUBMITTED: 5 SEP 2019
SUBMITTED BY: KHUDSON
DATE RECEIVED JUDGE OFFICE:
- 396 9/5/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7467438 - Approved By: NOREVIEW : 09-05-2019:09:34:02
- 397 9/6/2019 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 398 9/13/2019 - MIN - ***Minutes
Additional Text: 9/6/19 CONFERENCE CALL - Transaction 7483784 - Approved By: NOREVIEW : 09-13-2019:14:05:35
- 399 9/13/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7483786 - Approved By: NOREVIEW : 09-13-2019:14:06:35
- 400 9/20/2019 - 3370 - Order ...
Additional Text: FOR ADDITIONAL BRIEFING - Transaction 7495907 - Approved By: NOREVIEW : 09-20-2019:13:25:20
- 401 9/20/2019 - S200 - Request for Submission Complet
No additional text exists for this entry.
- 402 9/20/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7495909 - Approved By: NOREVIEW : 09-20-2019:13:26:20
- 403 9/24/2019 - 4301 - Withdrawal of Motion
Additional Text: WITHDRAWAL OF EX PARTE MOTION - Transaction 7501332 - Approved By: YVILORIA : 09-24-2019:14:40:47
- 404 9/24/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7501450 - Approved By: NOREVIEW : 09-24-2019:14:41:41
- 405 9/25/2019 - 3025 - Ord Granting/Denying in Part
Additional Text: Transaction 7502370 - Approved By: NOREVIEW : 09-25-2019:08:18:33
- 406 9/25/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7502373 - Approved By: NOREVIEW : 09-25-2019:08:19:33
- 407 9/30/2019 - 2540 - Notice of Entry of Ord
Additional Text: Transaction 7509850 - Approved By: NOREVIEW : 09-30-2019:09:02:29
- 408 9/30/2019 - NEF - Proof of Electronic Service
Additional Text: Transaction 7509856 - Approved By: NOREVIEW : 09-30-2019:09:03:30
- 409 2/11/2020 - 1097 - Amended Notice of Appeal
Additional Text: AMENDED NOTICE OF APPEAL Transaction 7734754 - Approved By: NOREVIEW : 02-11-2020:15:23:09

410 2/11/2020 - NEF - Proof of Electronic Service

Additional Text: Transaction 7734762 - Approved By: NOREVIEW : 02-11-2020:15:24:27

411 2/11/2020 - 1350 - Certificate of Clerk

Additional Text: CERTIFICATE OF CLERK AND TRANSMITTAL - AMENDED NOTICE OF APPEAL - Transaction 7735091 - Approved
By: NOREVIEW : 02-11-2020:16:15:15

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Plaintiff,

v.

PATRICIA ANTHONY, WILLIAM
ANTHONY, and/or Occupants 1-5,

Defendants.

PATRICIA ANTHONY, WILLIAM
ANTHONY,

Counterclaimant,

v.

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Counterdefendant.

Case No.: Case No. CV17-00843

Dept. No. 8

B43
**(PROPOSED) FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER
ON PARTIES' MOTIONS FOR
SUMMARY JUDGMENT**

This matter came for decision on plaintiff/ counter-defendant Federal National Mortgage Association (**Fannie Mae or plaintiff**) and defendants/counter-claimants PATRICIA ANTHONY and WILLIAM ANTHONY (**Antonys or defendants**)'s Motions for Summary Judgment. The Court, having reviewed the papers and pleadings on file, being fully advised of the grounds for relief therein, and good cause appearing therefore, finds and concludes as follows:

...

FINDINGS OF FACTS

The Anthonys Presented The Property, Including Both Manufactured Homes, As Real Property Collateral For The Loan.

1. In late 2000, the Anthonys purchased two manufactured homes from Trinity Homes, Inc., their employer for over 20 years. The bigger manufactured home is a 1996 Fuqua Golden Eagle, Serial no. 15233AC, 38'6" by 66'8". (1996 Fuqua). The smaller manufactured home is a 1997 Fugua Eagle Ridge, Serial no. 15470, 25'8" by 48'. (1997 Fuqua). Plaintiff's MSJ, at Exhibit 1.

2. On November 17, 2000, William Anthony, on behalf of Trinity Homes, Inc., filed a "Dealer's Report of Sale" with the Manufacture Housing Division of Nevada's Department of Business and Industry. Plaintiff's MSJ at Exhibit 1. The Report of Sale only references serial number 15233AC (the 1997 Fuqua), but it also provides the trade name of "Eagle Pointe" and "Golden Eagle 953". William Anthony signed the "Affidavit of Dealer" on behalf of Trinity, certifying the cost of the structure as \$129,274.76. Plaintiff's MSJ at Exhibit 1.

3. The manufactured homes were physically located at 3705 Anthony Place, Sun Valley, Nevada and they were attached to each other. The Anthonys recorded one "Affidavit of Conversion of Manufactured/Manufactured Home to Real Property", on November 22, 2000 as Doc. # 2502064. Plaintiff's MSJ at Exhibit 2. Though the Affidavit of Conversion only identifies the "Eagle Ridge" model and model year "1997" for the structure they were seeking to convert, the Anthonys provided each manufactured home's serial number and the dimensions for each—indicating again that both manufactured homes were one.

4. The Affidavit of Conversion included both manufactured homes as the property to be converted. Though only the year "1997" and model name "Eagle Ridge" are identified, the serial numbers for each manufactured home and the dimensions for each are included as descriptions of the property. Plaintiff's MSJ at Exhibit 2.

5. In June 2002, the Anthonys obtained a refinance loan in the amount of \$214,400 from Capitol Commerce Mortgage Co. Plaintiff's MSJ at Exhibit 3.

...

...

1 6. The Loan Application indicates the Anthonys were seeking a loan not for vacant land,
2 but for their residence, built in 2000. Plaintiff's MSJ at Exhibit 4. The Application states they
3 purchased the home for \$270,000.

4 7. The Anthonys authorized an interior appraisal of the home at the time of the loan,
5 further evidencing their intent to encumber the residence. Plaintiff's MSJ at Exhibit 5.

6 8. The appraisal reflects one manufactured home that had multiple upgrades. The total
7 square footage was listed at 3,798 square feet. The appraisal noted that the home included 7 bedrooms
8 and 4 bathrooms, an attached porch, and crawl space underneath. Utilities were attached. Photographs
9 attached to the appraisal reflect one unit with one address number placed on the front of the home.
10 Plaintiff's MSJ at Exhibit 5.

11 9. The appraisal noted that the tongue and groove were removed to make the
12 manufactured homes a fixture on the property. Plaintiff's MSJ at Exhibit 5.

13 10. The appraisal specifically noted it did not include personal property in determining the
14 appraised value, which was \$268,000. Plaintiff's MSJ at Exhibit 5.

15 11. When the Anthonys refinanced they had worked for the manufactured home company
16 for more than twenty years. Plaintiff's MSJ at Exhibit 4. The application also showed the Anthonys
17 owned 8 other properties. *Id.* These are sophisticated borrowers who know how to title the property.

18 ***The Anthonys Sign the DOT, Default on the Loan, and Fannie Mae Forecloses.***

19 12. The Anthonys were approved for a loan in the amount of \$214,400, evidenced by a
20 promissory note and secured by a deed of trust recorded against the property commonly described as
21 3705 Anthony Place, Sun Valley, Nevada (**the Property**). Plaintiff's MSJ at Exhibit 3, and Exhibit 6.

22 13. In signing the deed of trust, the Anthonys granted the trustee under the deed of trust the
23 power of sale for the property that includes the land:

24 "TOGETHER WITH all the improvements now or hereafter erected on the property.
25 All of the foregoing is referred to in this Security Instrument as the 'Property'. ..."

26 Plaintiff's MSJ at Exhibit 6, p. 3.

27 14. The Anthonys also signed a Certificate of Occupancy stating they intended to reside in
28 the home as their primary residence. Plaintiff's MSJ at Exhibit 15.

15. Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP serviced the loan since July 26, 2002.

16. A notice of default was recorded, followed by a notice of sale. Plaintiff's MSJ at Ex. 7.

17. Fannie Mae completed its foreclosure sale in 2012 and became the owner of the property by way of a credit bid. The Trustee Deed Upon Sale was recorded April 26, 2012. Plaintiff's MSJ at Exhibit 9.

Fannie Mae Initiates an Unlawful Detainer Action.

18. After obtaining title to the property at the foreclosure sale, Fannie Mae brought an unlawful detainer action on June 6, 2012. Plaintiff's MSJ at Exhibit 10.

19. The court granted summary judgment for Fannie Mae in the unlawful detainer action. In doing so, the court noted that the Anthonys appeared and had an opportunity to challenge Fannie Mae's title to the Property. They were notified that Fannie Mae sought possession of the home by way of the foreclosure action, yet did not challenge it or present any defenses. Plaintiff's MSJ at Exhibit 10 at pg. 6 ¶¶4-5.

20. Fannie Mae obtained a judgment of possession and a permanent writ of restitution on February 6, 2013 and again on July 6, 2016. Plaintiff's MSJ at Exhibit 11.

21. The Anthonys refuse to vacate the property.

Post-Foreclosure Activity Regarding Title.

22. In October 2012, six months after the foreclosure sale, William Anthony filed an Affidavit Application for Certificate of Ownership of the 1996 Fuqua, claiming the title company lost the statement of origin. Plaintiff's MSJ at Exhibit 12.

23. In October 2015, Fannie Mae recorded an Affidavit Conversion of Manufactured/Manufactured Home to Real Property as document number 4523526 concerning the 1996 Fuqua. Plaintiff's MSJ at Exhibit 13.

Plaintiff Files This Action To Obtain An Order Of Trespass To Remove The Anthonys and Obtain Permanent Injunctive Relief.

24. Because the Anthonys would not vacate the property, on May 2, 2017, Fannie Mae brought this action to obtain an order of trespass and injunctive relief to prevent the Anthonys from

1 interfering with the removal of their personal belongings from the home and preventing the Anthonys
2 from re-entering the premises or interfering with plaintiff's quiet enjoyment.

3 25. The parties agreed to a temporary injunction allowing the Anthonys to continue to
4 reside in the property in exchange for \$800 per month and payment of insurance and taxes. The
5 Anthonys have continued to make those payments.

6 26. On August 21, 2017, the Anthonys filed their counterclaim for Violation of Article
7 Nine of the UCC, Conversion, and Abuse of Process/ Excessive Attachment.

8 CONCLUSIONS OF LAW

9 *Legal Standard*

10 1. "Summary judgment is appropriate . . . when the pleadings, depositions, answers to
11 interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that
12 no genuine issue of material fact exists, and that the moving party is entitled to judgment as a matter
13 of law." *Wood v. Safeway, Inc.*, 121 P.3d 1026, 1031 (Nev. 2005). "While the pleadings and other
14 evidence must be construed in the light most favorable to the nonmoving party, that party has the
15 burden to 'do more than simply show that there is some metaphysical doubt' as to the operative facts
16 to defeat a motion for summary judgment." *Id.* at 1031 (quoting *Matsushita Elec. Indus. Co. v. Zenith*
17 *Radio*, 475 U.S. 574, 586 (1986)).

18 *Fannie Mae is Entitled to Summary Judgment on its Claim for Trespass*

19 2. To establish a cause of action for trespass, one must show that a property right was
20 invaded. *Lied v. Clark Cty.*, 94 Nev. 275, 278–79, 579 P.2d 171, 173–74 (1978). Interference with
21 the "exclusive right to the possession of his land and complete control thereof to the exclusion of any
22 right of another to enter upon it... [that] is vested in [every property owner]" constitutes trespass. *Flick*
23 *v. Nev. Fish and Game Commission*, 75 Nev. 100, 103, 335 P.2d 422, 423 (1959). Thus, one is liable
24 to another for trespass, irrespective of whether he thereby causes harm to any legally protected interest
25 of the other, if he intentionally:

- 26 (a) enters land in the possession of the other, or causes a thing or a third
27 person to do so, or
28 (b) remains on the land, or
(c) fails to remove from the land a thing which he is under a duty to remove.

1 Restatement (Second) of Torts § 158 (1965) (emphasis added); *see also id.* at comment (i).

2 3. Fannie Mae obtained title to the property in April 2012 via the foreclosure sale pursuant
3 to the deed of trust. In signing the deed of trust, the Anthonys permitted the trustee under the deed of
4 trust to sell the property, which included all improvements to the land. Plaintiff's MSJ at Ex. 6. The
5 improvements included the entire home (the connected manufactured homes).

6 4. The undisputed evidence demonstrates the manufactured homes were the purpose and
7 collateral of the loan. Plaintiff's MSJ at Ex. 4, 5.

8 5. There is no genuine dispute of material fact that the Anthonys entered onto Fannie
9 Mae's Property in 2012, and remained in possession of the property without consent despite having no
10 right to be on the property. The court therefore grants summary judgment in favor of Fannie Mae on
11 its trespass cause of action.

12 ***Fannie Mae is Entitled to Summary Judgment on the Counter Claims.***

13 6. The Court enters summary judgment in favor of Fannie Mae and against Defendants
14 on each of their counterclaims. Defendants claim Fannie Mae: (1) sold the manufactured homes in
15 violation of the UCC in 2012; (2) attempted possession of the manufactured homes in 2013 and 2016
16 without legal rights; and (3) converted title of the 1996 Fuqua to Fannie Mae from the defendants in
17 2015. The undisputed facts demonstrate that Fannie Mae properly foreclosed on the property,
18 including the manufactured homes. Even if that were not the case, each of these three claims would
19 be barred by the three year statute of limitations under NRS 11.190.

20 ***Conversion***

21 6. Defendants allege Fannie Mae converted the property when it attempted possession in
22 2013 and 2016 and in 2015 when it applied to have the title changed. Conversion is "a distinct act of
23 dominion wrongfully exerted over another's personal property in denial of, or inconsistent with his
24 title or rights therein or in derogation, exclusion, or defiance of such title or rights." *Wantz v. Redfield*,
25 74 Nev. 196, 198, 326 P.2d 413, 414 (1958). The Anthonys cannot succeed on a claim for conversion
26 based on the undisputed facts.

27 7. Fannie Mae obtained title and possession of the property, including the manufactured
28 homes, through its non-judicial foreclosure proceeding, followed by an unlawful detainer action.

1 Plaintiff's MSJ, Exs. 9, 10. It did not convert, or wrongfully take, the property. Fannie Mae properly
2 foreclosed on the property, including the manufactured homes, which were permanently attached to
3 the property and therefore constituted real property. However, even if the manufactured homes were
4 personal property, Fannie Mae still properly foreclosed under NRS 104.9604(1)(b), which states that
5 where a security agreement covers both personal and real property, a secured party may foreclose "[a]s
6 to both the personal property and the real property in accordance with the rights with respect to the
7 real property, in which case the other provisions of this part do not apply." NRS 104.9604(1)(b).

8 8. Further, Defendant's claim for conversion is time-barred. A cause of action for
9 conversion accrues with the unauthorized sale/conversion of property. *See* N.R.S. 11.190(3)(c) and
10 (3)(d); *Palludan v. Bergin*, 375 P.2d 544, 78 Nev. 441 (1962) (action for conversion barred by the
11 statute of limitations where it was not commenced until more than three years after alleged
12 unauthorized sale of the property).

13 9. Any conversion cause of action would have arisen in April 2012 at the earliest and
14 November 2012 at the latest when the sale was completed and judgment of possession entered in favor
15 of Fannie Mae. *See* Exs. 9, 10, 11 to Plaintiff's MSJ. Fannie Mae informed the defendants it claimed
16 title to the property and possession of the premises in April 2012 when it recorded the trustee's deed
17 upon sale. Fannie Mae then began eviction proceedings, advising defendants to vacate the premises
18 because a foreclosure sale had been completed. *See* Ex. 14 to Plaintiff's MSJ. Fannie Mae obtained
19 judgment for possession in November 2012. Ex. 10 to Plaintiff's MSJ.

20 10. Thus, any claims premised on Fannie Mae's assertion of ownership and possession of
21 the property, including the home, would have accrued in November 2012 at the latest, when the
22 judgment for possession was entered in favor of Fannie Mae. Ex. 10 to Plaintiff's MSJ. As the counter
23 claims were not filed until August 2017, the conversion claim is almost two years too late.

24 *UCC Violations*

25 11. A claim based on a statute, like the alleged violations of the UCC here, is subject to the
26 three-year statute of limitations in the absence of a specific limitation period providing otherwise.
27 While limitation periods are provided for in a number of Articles under Nevada's version of the UCC
28 (*see, e.g.*, NRS 104.5115, 1 year), there is no limitation period for a violation of Article 9 concerning

1 secured transactions. *See* NRS 104.9101, et seq. As such, the three-year limitation period under NRS
2 11.190(1) applies.

3 12. Here, all of the Anthony's counterclaims alleging violation of the UCC stem from the
4 April 2012 foreclosure sale, or at the latest, the November 2012 judgment of possession. Ex. 9, 10 to
5 Plaintiff's MSJ. Defendants had actual knowledge Fannie Mae claimed to obtain title to the property,
6 including the manufactured homes, in April 2012 and used that title to obtain possession of the
7 property in November 2012.

8 13. Assuming Defendant's had any viable claim for breach of the UCC, they were required
9 to bring those claims within three years of Fannie Mae's possession of the property, or by November
10 2015. The Anthony's didn't plead these claims until August 2017—almost two years too late.

11 14. Even if the claim was not barred by the statute of limitations, the claim fails because
12 the UCC permitted the sale of the manufactured homes even if the manufactured home did constitute
13 personal property. Where a security agreement covers both personal and real property, a secured party
14 may proceed "[a]s to both the personal property and the real property in accordance with the rights
15 with respect to the real property, in which case the other provisions of this part do not apply." NRS
16 104.9604(1)(b). Therefore, no violation of the UCC occurred.

17 *Excessive Attachment / Abuse of Process*

18 15. Abuse of process is "an intentional tort that requires proof of two elements: (1) an
19 ulterior purpose for bringing a legal action other than resolving a dispute, and (2) a willful act in the
20 use of the legal process not proper in the regular conduct of the proceeding." *Las Vegas Fetish &*
21 *Fantasy Halloween Ball, Inc. v. Ahern Rentals, Inc.*, 182 P.3d 764, 767 (Nev. 2008) (citing *Posados*
22 *v. City of Reno*, 109 Nev. 448, 457, 851 P.2d 438, 444-445 (1993)).

23 16. In the instant case, there are no facts to establish a claim for abuse of process. Fannie
24 Mae argued in the prior unlawful detainer action that it obtained title via a foreclosure sale of the deed
25 of trust which included the manufactured homes as real property improvements. Plaintiff's MSJ at Ex.
26 10. Defendants in that action had the opportunity to dispute Fannie Mae's claims. To the extent they
27 disagreed with the results, they could have appealed. They did not. The Anthonys do not present any
28

1 facts demonstrating Fannie Mae had an ulterior motive for bringing this action other than to resolve a
2 valid legal dispute due to the Anthony's refusal to vacate the property.

3 17. Moreover, this claim is also barred by the three year statute of limitations, as it is also
4 based on Defendant's claim that Fannie Mae violated the UCC in foreclosing on the property.

5 ***Claim Preclusion Bars the Anthonys' Counter Claims***

6 18. Defendants' counterclaims are also barred here because they are compulsory counter
7 claims that should have been brought in Fannie Mae's 2012 eviction action.

8 19. Under NRCP 13(a), a claim is compulsory "if it arises out of the transaction or
9 occurrence that is the subject matter of the opposing party's claim." The relevant consideration is
10 whether the pertinent facts of the different claims are so logically related that issues of judicial
11 economy and fairness mandate all issues be tried in one suit. *See United States v. Aquavella*, 615 F.2d
12 12, 22 (2d. Cir. 1979).

13 20. Here, defendants' claims that the foreclosure sale did not include the manufactured
14 homes are logically related to Fannie Mae's 2012 action for possession of the property, specifically
15 the manufactured homes. Both claims arise out of the same transaction—the 2012 foreclosure sale.
16 The defendants allege plaintiff failed to perfect its interest in the property, failed to properly notice the
17 sale, and questioned whether the manufactured homes are sufficiently described under the security
18 instrument, the deed of trust. These counterclaims are so logically related to those in the eviction
19 action, where Fannie Mae sought to evict defendants from the manufactured home, judicial economy
20 and fairness mandates that defendants bring their counterclaims in the 2012 suit. *See Mendenhall v.*
21 *Tassinari*, 403 P.3d 364, 370–71 (Nev. 2017). But they were not.

22 21. Under Nevada law, claim preclusion applies where: (1) "the final judgment is valid,"
23 (2) "the parties or their privies are the same in the instant lawsuit as they were in the previous lawsuit,
24 or the defendant can demonstrate that he or she should have been included as a defendant in the earlier
25 suit and the plaintiff fails to provide a good reason for not having done so," and (3) "the subsequent
26 action is based on the same claims or any part of them that were *or could have been brought* in the
27 first case." *Weddell v. Sharp*, 350 P.3d 80, 85 (Nev. 2015) (en banc) (quotation and emphasis omitted).

28 ...

1 22. Here, there is a valid final judgment in the eviction action between Fannie Mae and
2 defendants. *See* Plaintiff's MSJ at Ex. 10. These are the same parties as in the instant litigation.
3 Defendants' counterclaims in this lawsuit are premised on Fannie Mae's alleged failure to perfect its
4 interest in the property in the foreclosure sale and Fannie Mae's alleged wrongful attempt to obtain
5 possession of the property without first complying with the UCC.

6 23. The counterclaims also allege Fannie Mae's underlying debt was extinguished in its
7 failure to comply with the UCC and therefore Fannie Mae does not have any rights to the manufactured
8 homes. Because Fannie Mae's eviction action sought a judicial determination that Fannie Mae obtained
9 title to and possession of the property, which included the manufactured homes, defendants' current
10 claims against Fannie Mae clearly could have been brought in that case. *See* Plaintiff's MSJ at Ex. 10.

11 24. It would be inequitable to allow Defendants to delay bringing claims to challenge the
12 foreclosure until after Fannie Mae potentially loses any rights to collect a judgment or cure the
13 foreclosure. If the Defendants had asserted their claims that the foreclosure was not proper in defense
14 of Fannie Mae's action confirming title and possession, Fannie Mae would have had an opportunity to
15 protect its rights by filing a deficiency action if necessary. Instead, plaintiffs delayed challenging the
16 foreclosure until Fannie Mae is prejudiced. *See Nevada State Bank v. Jamison Family Partnership*,
17 801 P.2d 1377, 106 Nev. 792 (1990).

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ORDER

Based on the foregoing findings of fact and conclusions of law,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff Federal National Mortgage Association's Motion for Summary Judgment is GRANTED and that Patricia Anthony and William Anthony's Partial Motion for Summary Judgment is DENIED. Judgment is entered in favor of Federal National Mortgage Association on all of Plaintiff's claims, and against Defendants on all of Defendants' counterclaims.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that William and Patricia Anthony are hereby PERMANENTLY ENJOINED from further occupying the property located at 3705 Anthony Place, Sun Valley, Nevada, APN No. 026-021-56, including the attached 1996 and 1997 Fuqua manufactured homes, identified with serial number 15233AC and serial number 15470.

IT IS FURTHER ORDERED that the Lis Pendens filed by Plaintiffs and referencing this litigation action is void and invalid, and is hereby expunged. This Order may be recorded in the office of the Las Vegas County Recorder.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the pending orders regarding injunctive relief and payment of rent shall expire on the date the Court files the Findings of Fact, Conclusions of Law and Judgment.

DATED: Aug 16, 2019


DISTRICT COURT JUDGE
CV17-00843

Respectfully Submitted by:

Approved as to form and content by:

Dated: August __, 2019

Dated: August __, 2019

AKERMAN LLP

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Attorney for Fannie Mae

CASE NO. CV17-00843 FEDERAL NATIONAL MORTGAGE VS. PATRICIA ANTHONY ETAL

**DATE, JUDGE
OFFICERS OF**

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

07/03/2017

PRELIMINARY INJUNCTION

**HONORABLE
BARRY**

Gregory Wilde, Esq. was present in Court on behalf of the Plaintiff, who was not present.

08/02/2017
1:30 p.m.

BRESLOW

Defendants Patricia Anthony and William Anthony were present in Court as self-represented litigants.

Preliminary
Injunction

DEPT. NO. 8

1:31 p.m. – Court convened with Court, Counsel and Defendants present.

**A. DeGayner
(Clerk)**

I. Zihn

(Reporter)

Counsel Wilde addressed the Court and advised the he posted the bond, provided a brief history of the case and advised that the Sheriff would like an injunctive release prior to going to the property with the moving company. Counsel Wilde further argued that the Plaintiff has more than met their burden, they are imploring the Defendant's to remove their belongings and are not seeking attorney's fees or damages at this point.

Patricia Anthony advised the Court that the Defendants never received the Court's or Mr. Wildes notice, they were not noticed with sufficient time and are not prepared to proceed. Mrs. Anthony further advised that they were not noticed of the TRO Hearing or the subsequent TRO.

William Anthony stated an objection to the TRO as the Defendants were not noticed and were not present at the TRO hearing.

Patricia Anthony argued further that proper notice was not given and advised that she has documentation to present to the Court that was not accepted at the filing office.

Court explained the TRO and the possibility of arrest.

William Anthony further argued that the Defendant's did not receive proper notice and advised that he thinks the parties can come to some sort of agreement.

Patricia Anthony advised that the Defendants have new evidence that they were unable to file due to formatting and moved for a continuance so the evidence can be considered.

William Anthony advised the Court that the Defendants are attempting to settle as amicably as possible.

Counsel Wilde advised the Court that he would prefer a 30 day

continuance and would like to work with the Defendants. Counsel Wilde further advised that the Plaintiff's position is, and has been, that this matter is decided.

COURT ORDERED: TRO to remain in effect except it shall be modified to include that the Defendant's may access and occupy the property until the continued hearing date for the Preliminary Injunction set for August 2, 2017; Defendants shall maintain the property and Defendants shall not remove anything valuable from the property. The parties shall make good faith efforts to resolve the dispute. If the case is not resolved within 30 days, the Motion for Preliminary Injunction will be renewed. Defendants shall file any pleadings in response to the request for Preliminary Injunction by July 19, 2017. Counsel Wilde to prepare the order.
2:17 p.m. – Court stood in recess.

CASE NO. CV17-00843 FEDERAL NAT'L MORTGAGE ASSOC. VS. PATRICIA ANTHONY ETAL

**DATE, JUDGE
OFFICERS OF**

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

08/2/2017

PRELIMINARY INJUNCTION

HONORABLE

Gregory Wilde, Esq. was present in Court on behalf of the Plaintiff, who was not present.

BARRY

William Anthony and Patricia Anthony were present in Court as self-represented litigants.

BRESLOW

DEPT. NO. 8

1:33 p.m. – Court convened with Court, Counsel Wilde and Defendants present.

**A. DeGayner
(Clerk)**

I. Zihn

(Reporter)

Counsel Wilde addressed and advised the Court that the parties spoke about a resolution without success and he does not believe that this matter will resolve. Counsel Wilde further advised the Court that the Plaintiff is not reconsidering their position of the preliminary injunction.

COURT advised the parties that negotiation discussions are privileged.

Defendant W. Anthony advised the Court that the Plaintiff did not make an offer, the Defendants were blocked from speaking with the Plaintiff by Counsel however, the Defendants are sincere in settlement.

Counsel Wilde advised the Court that he was not under the impression he had to provide the Defendants the contact information for the Plaintiff and further advised that he is willing to waive privilege and discuss the settlement offers with the Court.

Defendants waived the privilege of settlement discussions.

Parties advised the Court of settlement offers and discussions.

Counsel Wilde advised the Court that, at this time, the Plaintiff is not willing to negotiate.

Defendant W. Anthony restated that the Defendants have a genuine interest in settling.

Defendant P. Anthony advised the Court that she does not recognize Counsel Wilde's ability to represent the Plaintiff and argued that the case should be dismissed with prejudice.

COURT encouraged the parties to continue to pursue settlement.

Counsel Wilde advised the Court that the Plaintiff is seeking an order for the Defendants to remove their items from the property and that it could take 10-15 days to coordinate efforts to remove the Defendants from the property.

Defendant P. Anthony advised the Court of the Defendant's counterclaim and advised that she would like to admit documents to the record.

COURT advised the Defendants that self-represented litigants must follow the Court rules for filing and pay filing fees.

Defendants presented argument in opposition to the issuance of a preliminary injunction.

Counsel Wilde argued that the Plaintiff has shown a likelihood of success on the merits and requested that the Court order the preliminary injunction.

Defendant P. Anthony argued that Rule 10 does not apply to her.

Defendants presented further argument in opposition of the preliminary injunction.

COURT ORDERED: Defendants will be required to follow Rule 10 when filing documents with the Court.

Defendant W. Anthony called **Jack Haynes** who was sworn and direct examined; cross examination conducted; re-direct examination conducted; witness inquired by the Court; witness thanked and excused.

COURT advised the parties that he is inclined to grant the preliminary injunction and inquired with the Defendants as to how much time they would need to leave the property.

Defendant W. Anthony stated that the Defendants would need two (2) months.

COURT ORDERED: Motion for Preliminary Injunction – GRANTED. Terms are generally as set forth in the Temporary Restraining Order filed June 17, 2017. Defendants shall vacate the property by August 22, 2017 at 5:00 p.m. and if they fail to comply with the order they will be considered trespassing and be subject to arrest. Defendants shall not commit any waste of or upon the premises and shall not remove anything affixed to the premises. Counsel Wilde to prepare the order. (See Order Granting Preliminary Injunction filed August 7, 2017). **Court** encouraged the parties to continue dialogue regarding case resolution and, if resolved, the parties are directed to notify the Court. The Permanent Writ of Restitution is stayed until August 22, 2017 at 5:00 p.m.

Counsel Wilde requested that the order include that the Defendants shall not remove the manufactured homes from the property.

Defendant W. Anthony argued that the two manufactured homes on the premises are personal property, they are not on a foundation and they do plan to remove the manufactured homes.

Counsel Wilde argued in opposition of the removal of the manufactured homes.

COURT ORDERED: The two manufactured homes shall not be removed from the subject property. Plaintiff shall post an additional \$45,000.00 bond by close of business on August 8, 2017.

Defendants shall file a response to the complaint within 10 days.

Defendants admonished that they will be subject to penalty if they fail to comply with the Court's order.

3:16 p.m. - Court stood in recess.

CASE NO. CV17-00843 FEDERAL NAT'L MORTGAGE ASSOC. VS. PATRICIA ANTHONY ETAL

**DATE, JUDGE
OFFICERS OF**

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

08/22/2017

CONFERENCE CALL

**HONORABLE
BARRY**

Gregory Wilde, Esq. was present by phone on behalf of the Plaintiff, who was not present.

09/05/2017

BRESLOW

Michael Lehnern, Esq. was present by phone on behalf of the Defendants, who were not present.

4:00 p.m.

DEPT. NO. 8

3:00 p.m. – Court convened in chambers with Court and Counsel present.

Status Hearing

**A. DeGayner
(Clerk)**

I. Zihn

Counsel Wilde advised the Court that the Plaintiff has held off on coordinating removal of the Defendants and further advised that he will present argument that the Plaintiffs did pledge the manufactured homes.

(Reporter)

Counsel Lehnern confirmed that the Plaintiff does own the land and he is hopeful that the parties can reach a settlement. Counsel Lehnern proposed staying the injunction, ordering the Defendant's to pay a monthly rent of \$750.00 to the Plaintiff, setting a status hearing in 30 days and setting a settlement conference. Counsel Lehnern suggested that the rent amount be set without prejudice to allow the Plaintiff to ask for more.

Counsel Wilde advised the Court that he has not had time to contact the Plaintiff regarding the offer by the Defendants however, he does not see the Plaintiff being prejudiced by the request.

COURT ORDERED: Matter CONTINUED for Status Conference on September 5, 2017 at 4:00 p.m., parties to appear telephonically.

Preliminary Injunction stayed pending the Status Conference on September 5, 2017 at 4:00 p.m. absent stipulation of the parties or Court order. Defendants shall pay rent to the Plaintiff in the amount of \$800.00 on or before September 1, 2017 to remain on the premises. If the stay on the preliminary injunction is ended following the Status Conference, the Defendants will be entitled to a rent credit for the portion of September that they are not residents of the property.

Court stood in recess.

CASE NO. CV17-00843 FEDERAL NAT'L MORTGAGE ASSOC. VS. PATRICIA ANTHONY ETAL

DATE, JUDGE
OFFICERS OF

COURT PRESENT

APPEARANCES-HEARING

CONTINUED TO

11/13/2017

CONFERENCE CALL

HONORABLE
BARRY

Gregory Wilde, Esq. was present on behalf of the Plaintiff, who was not present.

BRESLOW

Michael Lehnern, Esq. was present on behalf of the Defendants, who were not present.

DEPT. NO. 8

A. DeGayner
(Clerk)

Court convened with Court and Counsel present telephonically. Counsel Wilde addressed and advised the Court that he is unsure if the parties can reach a settlement, a briefing schedule needs to be set for the injunction request that is before the Court and there may be a partial settlement.

I. Zihn

(Reporter)

Counsel Lehnern advised that the Defendants made the November rent payment and a stipulation was signed to waive Department 8 as the trial Judge if the Court will preside as the settlement Judge.

COURT advised it is not inclined to preside over mediation, the Court will direct the parties to another department. Parties shall file a stipulated briefing schedule to start ten (10) days after the settlement conference.

Counsel Wilde advised that the Plaintiff has not given him the authority to agree to a settlement conference, he does agree to stipulate to a set of facts for the briefing schedule and he does not find a property inspection necessary.

COURT ORDERED: Counsel Lehnern to prepare a second stipulation and order continuing the hearing and extending the Court's stay no later than sixty (60) days. Once Counsel Wilde receives authorization from the Plaintiff, the parties shall set a settlement conference with another District Court Judge on or before January 8, 2018. If the case does not resolve, the parties are direct to set a briefing schedule. If inclined, the parties can either agree to facts or indicate that the parties will collaborate on facts that are and are not in dispute.

Court stood in recess.

CASE NO. CV17-00843

FED. NAT'L MORTGAGE ASSN VS. PATRICIA ANTHONY, ET AL

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

07/08/2019
HONORABLE
BARRY
BRESLOW
DEPT. NO. 8
A. DeGayner
(Clerk)
I. Zihn
(Reporter)

ORAL ARGUMENTS

Darren Brenner, Esq. was present in Court on behalf of Plaintiff, Federal National Mortgage Association, who was not present.

Michael Lehnern, Esq. were present in Court on behalf of Defendants Patricia Anthony and William Anthony, who were also present.

2:10 p.m. – Court convened with Court, Counsel, Plaintiff and Defendants present.

Counsel Brenner argued in support of the Plaintiff's Motion for Summary Judgment, or, Alternatively, Partial Summary Judgment.

Counsel Lehnern advised the Court that the Defendants have been paying rent and are current on rent.

Counsel Brenner argued further in support of the Plaintiff's Motion for Summary Judgment, or, Alternatively, Partial Summary Judgment.

Counsel Lehnern argued in opposition of the Plaintiff's Motion for Summary Judgment, or, Alternatively, Partial Summary Judgment and argued in support of the Defendants' Motion for Partial Summary Judgment.

Counsel Brenner argued in support of the Plaintiff's Motion for Summary Judgment or, Alternatively, Partial Summary Judgment and argued in opposition of the Defendants' Motion for Partial Summary Judgment.

Counsel Lehnern argued in support of the Defendants' Motion for Partial Summary Judgment and in opposition of the Plaintiff's Motion for Partial Summary Judgment.
Rebuttal arguments presented by respective counsel.

COURT ORDERED: Federal National Mortgage Association's Motion for Summary Judgment, or, Alternatively, Partial Summary Judgment – UNDER SUBMISSION.
Defendants' Motion for Partial Summary Judgment – UNDER SUBMISSION.

3:05 p.m. - Court stood in recess.

CASE NO. CV17-00843

FED. NAT'L MORTGAGE ASSN VS. PATRICIA ANTHONY, ET AL

DATE, JUDGE
OFFICERS OF
COURT PRESENT

APPEARANCES-HEARING

09/06/2019
HONORABLE
BARRY
BRESLOW
DEPT. NO. 8
A. DeGayner
(Clerk)
Not Reported

CONFERENCE CALL

Darren Brenner, Esq. was present by phone on behalf of Plaintiff, Federal National Mortgage Association, who was not present.

Michael Lehnern, Esq. was present by phone on behalf of Defendants, who were not present.

1:30 p.m. – Court convened with Court and Counsel present via conference call. The Court set this matter to hear the Defendant's Motion to Stay Pending Appeal. Counsel Lehnern addressed the Court and submitted on the papers.

Counsel Brenner addressed and advised the Court that the Plaintiff sent an initial proposal and received a counter offer with a default term which the Plaintiff found unacceptable.

The Court proposed, if the Motion to Stay is granted, that rent be raised to \$1,200.00 per month conditioned on the fact that Fannie Mae gets to keep the money paid.

Counsel Brenner argued in opposition of the Defendant's Motion to Stay Pending Appeal, there is no theory upon which the Nevada Supreme Court can rule wherein the Defendants get to keep the house and the Plaintiffs are not in a position to manage a landlord – tenant relationship.

Counsel Lehnern argued that the Defendants did not counter offer, the response was for clarification as to how the agreement would work if there was a default. Counsel Lehnern conceded that Fannie Mae does own the property and will own the property no matter what. Counsel Lehnern stated that he is in favor of the Court's suggestion to raise rent to \$1,200.00 per month.

Counsel Brenner argued that the Plaintiff is not in a position to collect rents, the Defendants have maintained possession of the property and Fannie Mae wants to sell the property. Counsel Brenner offered to give the Defendants 90 days to find another property. Counsel Brenner argued further that the Court deny the Motion to Stay Pending Appeal.

Counsel Lehnern argued in support of the Motion to Stay Pending Appeal. Counsel Lehnern advised that the Defendants would agree to a hybrid approach with rent raised to \$1,200.00 to include an insurance requirement to be met by the Defendants.

Counsel Brenner further argued that the Plaintiff is not set up to take monthly rent payments and it would be excess costs to the Plaintiff to collect rents.

Counsel Lehnern argued that, if Fannie Mae learns that the Defendants are not meeting agreed upon conditions, the stay may be rescinded.

COURT ORDERED: Defendants Motion to Stay Pending Appeal – granted in part/denied in part. The Motion to Stay Pending Appeal is granted if the Defendants make the August payment of \$800.00 immediately (today) and pay \$1,200.00 no later than September 9, 2019. Payments shall continue thereafter at \$1,200.00 per month, due the 1st of every month to be paid no later than the 5th of every month, until stipulation of the parties or further order of the Court. This order shall include all other material terms/conditions as set forth in the e-mail proposal by counsel. The Defendants are required to pay the taxes and homeowners insurance, Defendants shall not encumber or change the title and shall keep the property free of liens. Payments for taxes and insurance shall be made by the Defendants, at least, on a quarterly basis. Counsel Lehnert shall prepare the proposed order. Counsel shall work out the method by which the Defendants will pay for insurance and taxes and, if the parties come to an impasse, they shall contact the Court for resolution. 3:05 p.m. - Court stood in recess.

Code 1350

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Plaintiff,

vs.

PATRICIA ANTHONY, WILLIAM ANTHONY
and/or Occupants, 1-5,

Defendants.

Case No. CV17-00843

Dept. No. 8

CERTIFICATE OF CLERK AND TRANSMITTAL – AMENDED NOTICE OF APPEAL

I certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on the 11th day of February, 2020 I electronically filed the Amended Notice of Appeal in the above entitled matter to the Nevada Supreme Court.

I further certify that the transmitted record is a true and correct copy of the original pleadings on file with the Second Judicial District Court.

Dated this 11th day of February, 2020.

Jacqueline Bryant
Clerk of the Court

By /s/YViloria
YViloria
Deputy Clerk