IN THE SUPREME COURT OF THE STATE OF NEVADA

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PATRICIA ANTHONY; and
WILLIAM ANTHONY,

Appellants,

vs.

FEDERAL NATIONAL
MORTGAGE ASSOCIATION,

Respondent.
_____/

Supreme Court No. 79284

APPELLANT'S OPENING BRIEF

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I. JURISDICTIONAL STATEMENT

This matter came before the District Court on competing motions for summary judgment. The matter was argued on July 8, 2019. On July 10, 2019 the District Court issued an order that granted Respondent's motions and denied the Appellants' motions. On July 10, 2019 the District Court issued its order after hearing. (Appendix No. 16).

On July 24, 2019 the Appellants filed a notice of appeal with respect to the July 10, 2019 order after hearing.

The order after hearing directed counsel for Respondent to prepare proposed findings of fact and conclusions of law. Respondent filed these findings on August 16, 2019 (Appendix 18)

On January 20, 2020 this Court issued an order to show cause why the appeal should not be dismissed (OSC). The basis was the July 24, 2019 notice of appeal only appealed the July 10, 2019 order after hearing.

On February 18, 2020 Appellants filed a response to the OSC. Because no one filed a notice of entry of the August 16, 2019 findings of fact and conclusions of law, the Appellants, filed an amended notice of appeal on February 11, 2020. The amended notice of appeal referenced both the July 10, 2019 order after hearing and the August 16, 2019 findings (Appendix 20).

On February 25, 2020 this Court entered an order allowing the Appeal to proceed. The Appellants were given 60 days from February 25, 2020 to file their opening brief.

The July 10, 2019 order after hearing and/or the August 16, 2019 findings are final orders. These are appealable determinations pursuant to Nev. R. App. Pro. 3A(b).

II. ROUTING STATEMENT

This matter falls under the original jurisdiction of the Supreme Court. The issues raised in this appeal are matters of first impression. Specifically, whether or not a lender who has foreclosed on real property violates Article Nine of the Uniform Commercial Code when it files a transfer statement to obtain title to personal property located on the property (a manufactured home) and thereafter converts it to real property which the lender already owned. Matters raising as a principal issue a question of first impression of common law may be decided by the Supreme Court under Nev. R. App. Pro. 17(a)(13).

III. STATEMENT OF ISSUES

A. Did the District Court commit error when it found the Respondent properly foreclosed on the property, including the manufactured home?

B. Did the District Court commit error in denying the Appellant's claim for conversion of the manufactured home because the Respondent had already obtained title and possession of the property through its non-judicial foreclosure proceeding?

C. If any of the counterclaims plead by the Appellants were time barred, did the District Court err by

refusing the Appellants to assert the defense of recoupment?

IV. STATEMENT OF THE CASE

On May 2, 2017 the Respondent filed a complaint for trespass and injunctive relief (Appendix 1). On May 21, 2017 the Appellants filed an answer and counterclaim (Appendix 2). The counterclaim plead three claims for relief: (1) Statutory damages under Article Nine of the Uniform Commercial Code; (2) Conversion and (3) Excessive attachment/abuse of process.

On June 11, 2018 the parties entered into a stipulation regarding injunctive relief where the Appellants would pay a fixed monthly sum to Respondent in order to remain on the property (Appendix 8).

On April 19, 2019 Appellants filed their motion for partial summary judgment (Appendix 10). On April 26, 2019 Respondent filed its motion for summary judgment (Appendix 11). Each party filed their respective oppositions and replies with respect to each motion (Appendix Items 12 through 15).

The District Court then set the matter to be argued on July 8, 2019. A transcript of that hearing has been made part of the record (Appendix 21).

On July 10, 2019 the Court issued its order granting the Respondent's motion and denying the Appellants' motion (Appendix 16). On August 16, 2019 the District Court entered its findings of fact, conclusions of law and order (Appendix 18). This appeal followed.

V. STATEMENT OF FACTS

The Appellants reside at 3705 Anthony Place, Sun Valley, Nevada (The Residence). On June 21, 2002 the Appellants executed a note in favor of Commerce Mortgage Company in the face amount of $224,400.00 (Appendix Bates 86-88). This loan was secured with a deed of trust on The Residence (Appendix Bates 90- 103). The deed of trust was recorded on June 26, 2002. The deed of trust described the collateral in relevant part as:

> Real property with the address of 3705 Anthony Place, Sun Valley, Nevada together with all the improvements now or hereafter erected on the property"

(Appendix Bate 092)

The Appellants defaulted on this obligation. On March 30, 2012 Respondent recorded a notice of trustee's sale (Appendix Bate 105). The sale date was April 23, 2012. On April 26, 2012 Respondent recorded a trustee's deed upon sale. It reflects the fact that the Grantee was the beneficiary, and that it had bid $245,677.85 (Appendix Bate 114).

Eviction attempts were unsuccessful, and Respondent eventually filed a complaint for trespass and injunctive relief (Appendix 1).

At the time of the foreclosure, the Appellants had a 1996 FUQUA Eagle Mobile Home on the real property. This mobile home had not been converted to real property. See NRS 361.244. At

that time, it was classified as personal property that had been placed on the real property.

Sometime prior to July 27, 2018 Anthony served a subpoena upon the Department of Manufactured Housing with respect to all records regarding a 1996 FUQUA Eagle Mobile Home with serial number 15233AC. A true and correct copy of those records was attached to the Appellants' motion for summary judgment as Exhibit "3" (Appendix Bates 106-144). These are the facts that those records revealed:

1. On November 18, 2015 attorneys for the Respondent sent the Nevada Department of Manufactured Housing a letter informing it that they wanted to convert the Manufactured Home to real property (Appendix Bate 112)
2. On September 16, 2015, Respondent signed an application for duplicate ownership certificate with respect to the FUQUA manufactured home. The application was submitted on November 19, 2015. The application identified the Appellants as the registered owners, and that Respondent held a lien on the FUQUA (Appendix 113).
3. In support of Respondent's application, it submitted a copy of the Trustee's deed upon sale that had been recorded on April 26, 2012 (Appendix Bate 114-116).
4. Respondent also enclosed a copy of the June 21, 2002 deed of trust (Appendix Bate 120-132)

5. On September 16, 2015 Respondent signed an affidavit, application for certificate of ownership of the FUQUA. This affidavit was submitted on November 19, 2015 (Appendix Bates 117-118). It stated that the structure was obtained on or about April 24, 2012 by a foreclosure, Id. 117. It asked the new certificate to show Respondent as the new registered owner with no lienholder. Id 118.
6. On November 23, 2015 the Department issued a new title to Respondent showing it as the registered owner of the FUQUA with no lienholder (Appendix Bate 109).
7. On October 15, 2015 the Respondent filed an affidavit of conversion of manufactured home to real property. The recording of this affidavit caused the FUQUA to become party of the real property located at 3705 Anthony Place, Sun Valley, Nevada (Appendix Bate 134).

VI. SUMMARY OF ARGUMENT

The Appellants' arguments are simple, and they are based upon the causes of action contained in the counterclaim (Appendix Bates 033-041).

NRS 104.610(2) says in relevant part that every aspect of a disposition of collateral, including the method, manner, time, place and other terms, must be commercially reasonable.

NRS 104.9625(1), (2) and (3) sets forth the damages available, in consumer good transactions, when there is non-compliance by the secured creditor. The damages depend upon

whether the secured creditor violated a provision of Section Six of Article Nine or some other section of Article Nine.

NRS 104.625(3)(b) applies only if the secured creditor violated a provision of Section Six of Article Nine. Those are Article Nine's statutory damages. It is a formula. The damages are 10% of the amount financed plus all the interest that would have been paid over the life of the loan.

The Anthony note was in the face amount of $214,400.00. Interest is 6.75%. The term is 30 years. When amortized, the loan will yield $285,680.00 of interest over the 30 year period. When added to 10% of the amount financed, the damages total $307,120.00.

In the event that a creditor violated a provision of Article Nine, other than Section Six, NRS 104.625(1) and (2) allow injunctive relief and the recovery of actual damages. See Drafter's Comment 2 and 4 to NRS 104.9625.

Based upon this statutory scheme, the Appellants first claim for relief seeks damages under the statutory formula described in NRS 104.625(3)(b).

The Appellants' second claim for relief is for conversion.

The third, and final, claim for relief is for abuse of process in the form of excessive attachment. That claim is based upon *Nevada Credit Rating Bureau, Inc. v. Williams*, 88 Nev. 601, 503 P.2d 9, (Nev. 1972).

In this case the statutory damages in NRS 104.9625(3)(b) are based upon the Respondent's sale to itself of the manufactured home on September 16, 2015 without notice. It

was a private sale since the FUQUA was not advertised for sale in an auction open to the public.

The Respondent argued the sale of the manufactured home took place on April 24, 2012, which was when the trustee's deed upon sale was signed. That sale date is contradicted by three facts contained in the Record on Appeal.

1. At the time of the foreclosure, the FUQUA was personal property. It became real property on October 15, 2015 which is when the Respondent recorded its affidavit of conversion in the Washoe County Recorder's office. (Appendix Bate 134). The sale of personal property is accomplished by a certificate of title. Personal property cannot be transferred by a land deed unless it had already been converted to real property when the deed was signed.
2. The notice of trustee's sale expressly references the real property located at 3705 Anthony Place. The FUQUA is not even mentioned (Appendix Bate 105).
3. The trustee's deed upon sale expressly describes what is being conveyed to the Respondent. It is "*the following described real property situated in Washoe County, Nevada: See attached legal description*". The legal description only describes the real property. The deed excludes the "*all the improvements now or hereafter erected on the property*" language found in the deed of trust. (Appendix Bates 114-116).

To summarize, NRS 104.610 (2) allows the collateral to be sold by one or more contracts, as a unit or in parcels and at any time and place. NRS 104.610(3) prohibits a secured creditor from buying the collateral at a sale unless (1) It is a public sale or (2) The collateral is of a kind that is customarily sold on a recognized market. NRS 104.9614 requires a notice of sale to be given that contains specified information before the collateral can be sold. These are all violations of the provisions contained in Section Six of Article Nine, which triggers the statutory damages in NRS 104.9625(3)(b).

In the alternative, should this Court find that the Respondent held no security interest in the FUQUA, then the Appellants' remedies fall under NRS 104.9625(1) and (2) which offer injunctive relief and actual damages. The damages for repossessing collateral without a security interest is governed by Nevada's law of conversion. Should this Court make a finding that Respondent held no security interest in the FUQUA when it foreclosed on the real property, then the matter should be remanded for a finding of actual damages based upon the Respondent's conversion of the FUQUA.

VII. Argument

Issue 1 THE DISTRICT COURT COMMITTED ERROR WHEN IT FOUND THE RESPONDENT PROPERLY FORECLOSED ON THE PROPERTY, INCLUDING THE MANUFACTURED HOME.

A. STANDARD OF REVIEW

A district Court's findings of fact may not be disturbed on appeal if they are supported by substantial evidence. *Pandelis Const. Co. v. Jones-Viking Assocs.,* 103 Nev. 129, 130, 734 P.2d 1236, 1237 (1987). Substantial evidence is evidence that a reasonable mind might accept as adequate to support a conclusion. *Jones v. SunTrust Mortgage, Inc.*, 128 Nev. Adv. Op. 18, 274 P.3d 762, (Nev. 2012).

Issues of statutory interpretation are questions of law reviewed de novo. *Coleman v. State,* 134 Nev. 218, 219, 416 P.3d 238, 240 (2018).

B. THE APPELLANTS WERE ENTITLED TO RECOVER DAMAGES UNDER NRS 104.625(3)(B).

NRS 104.9610(1) says that after default, a secured party may dispose of any or all of the collateral. In other words, there is no requirement that all items of collateral be sold at the same time.

NRS 104.9610(2) confirms this fact by stating in relevant part that a secured party may dispose of collateral by one or more contracts, as a unit or in parcels, and at any time and place.

NRS 104.9610(2) also says every aspect of a disposition of collateral, including the method, manner, time, place and other terms, must be commercially reasonable.

NRS 104.9614(1) says that in a consumer goods transaction, the notification of disposition must provide the following information: . . . .

NRS 104.9624 allows a debtor to waive the right to be notified of the disposition of collateral, but only by an agreement signed after default.

Drafter's comment No. 2 to NRS 104.9624 clarifies that §9-624 is a limited exception to §9-602's anti-waiver provisions. It also confirms that the statute's waiver provision makes no provision for waiver of the rule prohibiting a secured party from buying at its own private disposition. Transactions of this kind are equivalent to "strict foreclosures" and are governed by Sections 9-620 et. seq.

NRS 104.9610(3) restricts a secured party's right to purchase the collateral securing its loan. It may do so only at a public sale or at a private sale only if the collateral is of a kind that is customarily sold on a recognized market or the subject of widely distributed standard price quotations.

NRS 104.9625(3) sets forth the statutory damage formula that are available in consumer good transactions when a provision of Section Six of Article Nine is violated.

Statutory damages are designed to ensure that every noncompliance with the requirements of Part 6 in a consumer goods transaction results in liability, regardless of any injury

that may have resulted. See Drafter's comment No. 4 to NRS 104.9625. This means both liability and damages are proper for summary judgment.

Other courts have recognized that manufactured homes are personal property, and the secured creditor must pay statutory damages when the sale is not commercially reasonable. In *Erdmann v. Rants,* 442 N.W.2d 441, 443 (N.D. 1989), the secured creditor failed to notify the debtor of the intended disposition of a manufactured home. The Court applied the statutory damage formula. *Erdmann* was decided before the 1999 amendments to Article Nine. The Legislative History reflects that NRS 104.9625 is based upon UCC 9-§507 which contained the same statutory damage formula. See *Erdmann* at 442 N.W. 2d 442, where UCC 9-§507(1) is reprinted.

The statutory damage formula has been characterized as both a minimum civil penalty and a liquidated damages provision. Its appeal is that it requires no showing of actual loss.... This minimum civil penalty, quietly tucked away in a corner of the statute, is probably the most glittering nugget of consumer protection found in all of Article 9. *In re Schwalb*, 347 B.R. 726, 755 (Bkrtcy. D. Nev. 2006).

NRS 104.9102(1)(z) says that a consumer good transaction means a transaction to the extent that a natural person incurs an obligation primarily for personal, family or household purposes; a security interest secures the obligation; and the collateral is held or acquired primarily for personal, family or

household purposes. The term includes consumer-goods transactions.

Under the UCC, statutory minimum damages are computed by adding the "credit service charge" or "time price differential" (i.e., the finance charge) and ten (10%) percent of the "principal amount of debt" (i.e., amount financed) or "cash price." The statutory damages are based on the finance charge and the amount financed at the beginning of the transaction, not the interest and principal remaining due at the time of the violation. As a result, the statutory damages can be significant. See, e.g., *Muro v. Hermano's Auto Wholesalers, Inc.*, 514 F. Supp.2d 1343, 1352 (S.D. Fla. 2007) [statutory damages in excess of $9,000.00]; *In Re: Koresko*, 91 B.R. 689 (Bkrpt. E.D. Penn. 1988) [statutory damages awarded in an amount of $14,289.03 for lack of notice of sale with respect to a $22,000.00 dollar vehicle].

Damages that are created by statute are subject to the three year statute of limitation contained in NRS 11.190(3). See *Torrealba v. Kesmetis*, 178 P.3d 716, 124 Nev. 95, (Nev. 2008). They are not subject to the two year statute for penalties found at NRS 11.190(4). The Court's rationale was that a penalty has been described as a punishment for an offense against the public not incident to the redress of a private wrong. In other words, the term penalty generally is construed to mean something other than damages or pecuniary loss. *Id* at 178 P.3d 723.

The sale of the FUQUA to Respondent took place on November 23, 2015, which is when the title was issued by the Department. Respondent filed its complaint on May 2, 2017. The

answer and counterclaim were filed by the Appellants on August 21, 2017. All claims against the Respondent were filed within two years.

NRS 104.9604(1)(b) says that when a security agreement covers both personal and real property, a secured party may proceed as to both the personal property and the real property in accordance with the rights with respect to the real property, in which case the other provisions of this part do not apply.

The record is clear. Respondent's notice of sale only mentions the real property. It does not mention the manufactured home anywhere (Appendix Bate 105). Exactly what was sold at the foreclosure sale is determined by the trustee's deed upon sale. This deed is the most important document in the record (Appendix Bates 114-116). The reason is that NRS 104.610(2) does not require all the collateral securing a loan to be sold at once. The collateral can be sold separately and at different times.

In this case, it must first be determined exactly what was sold at the April 23, 2012 trustee's sale. The answer lies in the trustee's deed upon sale. It contains a concise description of the property that was transferred. Only the real property was sold. No personal property was transferred (Appendix Bates 114-116) This is the relevant language:

> RECONTRUST COMPANY, N.A., as the duly appointed Trustee, under a Deed of Trust referred to below, and herein called "Trustee", does hereby grant without covenant or warranty to: FEDERAL NATIONAL

MORTGAGE ASSOCIATION herein called Grantee, the following described real property situated in WASHOE County, Nevada:

SEE ATTACHED LEGAL DESCRIPTION:

The legal description of what was sold appears at Appendix Bate 116.

Legal Description

PARCEL 4 OF PARCEL MAP 2908 ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER, WASHOE COUNTY, STATE OF NEVADA ON JUNE 2, 1995, AS FILE NO. 1897855, EXCEPT ALL THAT PORTION OF SAID LAND LYING WITHIN EL RANCHO DRIVE AS DEDICATED TO THE CITY OF SPARKS, BY "DEDICATION MAP OF MOORPARK COURT AND EL RANCHO DRIVE", RECORDED JUNE 28, 1999 AS DOCUMENT NO. 2355346, TRACT MAP NO. 3713

The sale or disposition of the FUQUA took place on November 23, 2015, which is when the Department issued a new title to Respondent showing it as the registered owner of the FUQUA with no lienholder (Appendix Bate 109).

To summarize, Respondent held a security interest in both 3705 Anthony Place and the FUQUA manufactured home. Pursuant to NRS 104.9610(2), the Respondent's loan was secured by two items of collateral. One was sold on April 23, 2012. The other was sold on November 23, 2015. The sale of the FUQUA violated numerous provisions of Section Six of Article Nine, which are described above. The counterclaim against Respondent was filed on August 21, 2017. Statutory damages must be awarded for any violation of Section Six of Article Nine,

regardless of actual damages. It was error for the District Court to deny Appellants' motion for summary judgment on that issue.

Issue 2 THE DISTRICT COURT COMMITTED ERROR BY DENYING THE APPELLANT'S CLAIM FOR CONVERSION OF THE MANUFACTURED HOME.

This was the Appellants' argument in the alternative. It would only apply if the Respondent held no security interest in the manufactured home and repossessed it anyway. The statutory damage remedy of NRS 104.9625(3)(b) is limited to violations of Section Six of Article Nine. NRS 104.9625(1) and (2) allow actual damages and injunctive relief. It applies to any violation of Article Nine.

NRS 104.9610(1) says only a secured party may dispose of the collateral after default. If one is not a secured party, then there is no collateral to sell. In *Countrywide Home Loans, Inc. v. Thitchener,* 192 P.3d 243, (Nev. 2008), Condominium owners brought an action against mortgage company for conversion and other claims. The claims arose from mortgage company's mis-identification of owners' unit as one subject to foreclosure and disposal of owners' personal property within the unit to while owners were temporarily out of state.

The Court upheld a special damages award of $321,690 for loss to irreplaceable personal property. It also held that the remitted punitive damages award in amount of $968,070 was not excessive.

Whether or not the Appellants are entitled to statutory damages or damages for conversion depends upon whether

Respondent's security interest attached to the FUQUA. In order for a security interest to attach, the collateral must be sufficiently described. NRS 104.9108 describes various methods to describe collateral. NRS 104.9108(2)(f) is the catch-all provision. It says that a description is sufficient if the identity of the collateral is objectively determinable. Drafter's comment 2 to the statute says "*The test of sufficiency of a description under this section, as under former Section 9-110, is that the description do the job assigned to it: make possible the identification of the collateral described.*" This is the description in the deed of trust.

> Real property with the address of 3705 Anthony Place, Sun Valley, Nevada together with all the improvements now or hereafter erected on the property"

(Appendix Bate 092)

Was the FUQUA an improvement? An argument can be made that it was and it wasn't. It was erected on the property, and unlike a vehicle, it is much more difficult to move. This makes possible its identification if one were to drive by the property.

On the other hand, when the deed of trust was executed, the FUQUA had not been converted to real property. One could argue that the FUQUA could not be an classified as an improvement until it is converted to real property.

The Respondent argued in its April 26, 2019 motion for summary judgment that there could be no conversion based

upon the statute of limitation. (Appendix 11, Bate No. 154) The sale happened in 2012. Id.

If the Respondent held no security interest in the FUQUA, then the conversion took place when the Department issued the new title on November 23, 2015 (Appendix Bate 109). Conversion is a distinct act of dominion wrongfully exerted over another's personal property in denial of, or inconsistent with his title or rights therein or in derogation, exclusion, or defiance of such title or rights. *Evans v. Dean Witter Reynolds, Inc.*, 116 Nev. 598, 5 P.3d 1043, (Nev. 2000). Obtaining a certificate of ownership is an act of dominion wrongfully asserted over the FUQUA.

The statute of limitation for conversion is three years. NRS 11.190(3)(c). An action does not accrue until the plaintiffs know, or should know, all facts material to the elements of the cause of action and damage has been sustained. *Jewett v. Patt,* 95 Nev. 246, 247, 591 P.2d 1151, 1152 (1979) - professional malpractice. The counterclaim was filed well within that time limit.

The same reasoning would apply to Appellants' claim for abuse of process/excessive attachment under *Nevada Credit Rating Bureau, Inc. v. Williams*, 88 Nev. 601, 503 P.2d 9, (Nev. 1972).

To summarize, Respondent can't have it both ways. Either the description in the deed of trust was sufficient for a personal property security interest to attach to the FUQUA or it wasn't.

If the description was sufficient, then the Appellants are entitled to statutory damages as the disposition took place when Respondent sold the FUQUA to itself by converting it to real property in 2015 without any notice of sale. If the description was not sufficient, then the Respondent converted the manufactured home by placing the title in its name and converting it to real property it already owned.

The District Court erred by finding neither claim was viable because they were time barred.

Issue 3 IF ANY OF THE COUNTERCLAIMS WERE TIME BARRED, THE DISTRICT COURT ERRED BY NOT ALLOWING THE APPELLANTS TO UTILIZE THE DEFENSE OF RECOUPMENT.

Recoupment is an equitable defense which enables a defendant to reduce liability on a plaintiff's claim by asserting an obligation of the plaintiff which arose out of the same transaction. Recoupment is only a challenge to the validity and extent of the plaintiff's claim, and no affirmative recovery is permitted. *Brown v. Gen. Motors Corp.,* 152 B.R. 935, 938 (W.D. Wis. 1993).

When a statute has passed on affirmative recovery of statutory damages, then those time barred damages can be asserted as offset or recoupment. See *Coxson v. Commonwealth Mortgage Company* 43 F.3d 189, 194 (5th Cir. 1995) holding that time barred Truth in Lending Claims could be asserted defensively against secured creditor.

If this Court determines that the District Court was correct in finding the time of the conversion or that the Article Nine sale

took place in 2012, then it was error to prohibit the Appellants to use their time barred damages defensively.

VIII. Conclusion

The record is clear. The Respondent held a security interest in both the Real Property and the FUQUA. Article Nine allows separate sales of multiple items of collateral. The trustee's deed upon sale only mentions real property. Neither the FUQUA or any other improvement is mentioned. The Respondent transferred the title to the FUQUA to itself in 2015 and thereafter converted it to real property that it owned. For that reason, Respondent conducted not one, but two, sales. The latter was a sale of the FUQUA to itself. Respondent did this without giving the required notices under Article Nine, and it sold it to itself in a private sale. These are all violations of Section Six of Article Nine warranting statutory damages

If the term "improvements" was not sufficient for a security interest to attach to the FUQUA, then the Respondent had no interest whatsoever in it. With no claim or right to this property, Respondent titled the FUQUA in its own name and converted it to real property it already owned. That is conversion, and the matter should be remanded for a measure of damages.

Last, even if the Appellants' claims are time barred, it was error to prohibit the Appellants from using them defensively.

IX Rule 28.2 Certificate

Pursuant to NRAP 28.2 I hereby certify as follows:

1. That I have read this brief.

2. To the best of my knowledge, information and belief, the brief is not frivolous or interposed for any improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation.

3. The brief complies with all applicable Nevada Rules of Appellate Procedure, including the requirement of Rule 28(e) that every assertion in the briefs regarding matters in the record be supported by a reference to the page and volume number, if any, of the appendix where the matter relied on is to be found.

4. The brief complies with the formatting requirements of Rule 32(a)(4)-(6), and either the page- or type-volume limitations stated in Rule 32(a)(7).

X Rule 26.1 Disclosure

Pursuant to NRAP 26.1 I hereby disclose that I represent Patricia Anthony and William Anthony. There is no corporation.

XI Certificate of Compliance NRAP 32(a)

Pursuant to NRAP 32(a)(9) I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style requirements of NRAP 32(a)(6) because this brief has been prepared in a proportionally spaced typeface using Microsoft Word, Version 4.0 in 14 point New York font.

I further certify that this brief complies with the page-or type-volume limitations of NRAP 32(a)(7) because, excluding the

parts of the brief exempted by NRAP 32(a)(7)(C), it is Proportionately spaced, has a typeface of 14 points or more and contains 4,987 words.

Affirmation
Pursuant to NRS 239B.030

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

Dated: This 15 day of April, 2020

By: _____
Michael Lehners, Esq.
Attorney for Appellants