

IN THE SUPREME COURT OF THE STATE OF NEVADA

RALPH STEPHEN COPPOLA,
TRUSTEE OF THE R.S. COPPOLA
TRUST DATED OCTOBER 19, 1995 AS
MOST RECENTLY AMENDED ON
SEPTEMBER 13, 2001,

Appellant,

vs.

WELLS FARGO BANK, N.A.,
Respondent.

No. 81007

FILED

JAN 29 2021

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER REGARDING PRO BONO COUNSEL

This is an appeal from an order denying a petition for judicial review in a foreclosure matter. Having considered the documents transmitted by the district court and the district court's order, a copy of which is attached, this court has determined that the appointment of pro bono counsel to represent appellant would assist this court in reviewing this appeal. By this order, the court expresses no opinion as to the merits of this appeal.

Pro bono counsel is an attorney who provides legal services without charge for the benefit of the public good. The appointment of pro bono counsel provides attorneys with an opportunity to volunteer legal services in furtherance of their professional responsibility and, at the same time, allows financially eligible litigants access to quality legal representation without cost. Counsel will be appointed for purposes of this appeal only and will participate in oral argument. Currently, the Pro Bono Committee of the Appellate Litigation Section of the State Bar of Nevada (Pro Bono Committee), in conjunction with the Legal Aid Center of Southern Nevada, has developed a pro bono appellate program to assist the public and this court. This case is hereby referred to the program established by

the Pro Bono Committee to evaluate whether appellant can benefit from the program.

Accordingly, the clerk of this court is directed to transmit a copy of this order and the attached case summary and order to the Legal Aid Center of Southern Nevada for financial eligibility screening. If appellant qualifies and does not object to pro bono counsel, the Legal Aid Center in cooperation with the Pro Bono Committee shall locate a volunteer attorney from the program to represent appellant. Once an attorney is located, the attorney shall file a notice of appearance in this court within 60 days from the date of this order. Briefing and oral argument will be scheduled thereafter. Alternatively, if appellant is not financially eligible or objects to pro bono representation, or if a volunteer attorney cannot be located, the Legal Aid Center of Southern Nevada shall notify this court in writing within 60 days from the date of this order. In such case, oral argument will not be held. The proceedings in this appeal shall be suspended pending further order of this court.

It is so ORDERED.

1 Sardeshy, C.J.

cc: Ralph Stephen Coppola
Snell & Wilmer LLP/Salt Lake City
Snell & Wilmer, LLP/Tucson
Snell & Wilmer, LLP/Las Vegas
Legal Aid Center of Southern Nevada, Barbara E. Buckley,
Executive Director
Anne R. Traum, Coordinator, Appellate Litigation Section,
Pro Bono Committee, State Bar of Nevada
Kelly Dove

Coppola v. Wells Fargo

Docket No. 81007

This case arises from the Foreclosure Mediation Program. Appellant filed a petition for foreclosure mediation assistance. The matter went to mediation, but the parties were unable to agree on a loan modification, and the mediator terminated the mediation and recommended dismissal of the petition. The mediator, however, noted that respondent failed to bring certain documents to the mediation, did not make available a second appraisal on the property, and that the short sale amount given at mediation was not based on the new appraisal. Appellant filed a petition for judicial review, and respondent filed a competing request for appropriate relief based on its compliance with the FMR. The district court denied appellant's petition for judicial review and granted respondent's request for relief, finding that the mediator erred in finding that respondent failed to provide certain documents or a short sale amount, and that respondent had no obligation to provide the second appraisal to appellant. The district court therefore ordered a certificate of foreclosure to issue.

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

RALPH STEPHEN COPPOLA, TRUSTEE OF
THE R.S. COPPOLA TRUST DATED
OCTOBER 19, 1995 AS MOST RECENTLY
AMENDED ON SEPTEMBER 13, 2001,

Case No. CV18-01272

Dept. No. 1

Petitioner,

vs.

WELLS FARGO BANK, N.A.; NATIONAL
DEFAULT SERVICING CORPORATION,

Respondents.

**ORDER (1) DENYING VERIFIED PETITION FOR JUDICIAL REVIEW AND (2)
GRANTING RESPONDENT'S REQUEST FOR APPROPRIATE RELIEF**

There are currently two related matters pending before this Court. First, on April 1, 2019, Petitioner filed a *Verified Petition for Judicial Review* ("the Petition"). Petitioner proceeded to file two Supplements to the Verified Petition both on April 2, 2019 that contained Exhibits 1 and 2 to the *Verified Petition for Judicial Review*. Respondent Wells Fargo Bank, N.A. ("Respondent Wells Fargo") filed *Wells Fargo Bank, N.A.'s Response to Petitioner's Verified Petition for Judicial Review* on July 1, 2019. Petitioner then filed *Petitioner's Reply to Respondent's Response* on September 25, 2019 and submitted the Petition for this Court's consideration.

Second, Respondent Wells Fargo filed its *Request for Appropriate Relief* ("the Request") on March 27, 2019. Petitioner filed his *Verified Response to Respondent's Request* on July 3, 2019.

1 Respondent Wells Fargo filed its *Reply in Support of its Request for Appropriate Relief* on September
2 24, 2019 and submitted the Request on September 25, 2019. On December 13, 2019, Respondent
3 Wells Fargo filed a *Supplement in Support of its Request for Appropriate Relief* (“Supplement”) and
4 on December 30, 2019, Petitioner filed a *Response to Wells Fargo Bank, N.A.’s Supplement in*
5 *Support of its Request for Appropriate Relief* (“Response to Supplement”). On December 31, 2019,
6 Petitioner re-submitted his *Verified Petition for Judicial Relief* and on January 3, 2020, Respondent
7 re-submitted its *Request for Appropriate Relief*.

8 I. Background

9 The property that is the subject of this action is 4785 Rio Pinar Dr., Reno, NV 89509-5722
10 (“Property”). The *Petition for Foreclosure Mediation Assistance* was filed by Petitioner Ralph
11 Stephen Coppola on June 25, 2018. The mediation commenced on March 7, 2019. Med. Statement
12 at Part 2A. At the mediation, the parties were unable to agree to a loan modification or make other
13 arrangements and the mediation was terminated. *Id.* at Part 2B. Mediator Suzanne Fitzpatrick noted
14 as follows:

15 Due to the extension of the mediation date, parties had agreed that the lender would
16 not be required to submit a new appraisal.

17 However, Lender did obtain a new appraisal, the appraisal was not made available to
18 the Mediator or to the Homeowner. It was indicated at the mediation that the Lender
19 had used the new appraisal as part of the process to evaluate the Homeowner for a
20 modification. One day prior to the mediation Homeowner was notified of the denial
21 of the modification.

22 *At the mediation the short sale amount given by the Lender was not based on the new
appraisal amount which according to the Lender, was considerably less than the prior
appraisal. Short sale amount would be considerably higher than the latest appraisal,
which then would not be a short sale.*

23 *Id.* at Comments and Part 2D. (emphasis added).

24 The Mediator further found that the beneficiary (Lender), and/or its representative, failed to
25 bring to the mediation the following documents: (1) Appraisal or Broker Price Option in accordance
26 with NRS 645.2515 dated not more than 60 days prior to the date of the scheduled mediation; and (2)
27 *Short Sale document in accordance with Nevada Foreclosure Mediation Rules. Id.* at Part 2D
28

1 (emphasis added). Based on the foregoing, Mediator Fitzpatrick recommended dismissal of the
2 Petition. *Id.* at Part 4.

3 Subsequent to the mediation, numerous pleadings were filed by both the Petitioner, Ralph
4 Stephen Coppola and Respondents Wells Fargo Bank, N.A., and National Default Services.
5 Respondent *Wells Fargo Bank, N.A.'s Response to Petitioner's Verified Petition for Judicial Review*
6 ("Response") provides in relevant part:

7 Prior to mediation, on November 26, 2018, the Deed of Trust trustee e-mailed copies
8 of Wells Fargo's required documents to the Petitioner and the mediator in compliance
9 with Rule 13(7)(a). The email included copies of all required loan documents,
10 certifications of those loan documents, a prior denial letter, a prior appeal letter, an
11 appraisal, and a counsel authorization letter. **Exhibit 16.** Document Exchange.

12 This Court reviewed each of the Response attachments to Exhibit 16 and did not find a short
13 sale estimate. The Mediator's Statement provides conflicting information regarding the short sale
14 estimate. On the one hand, it states that an estimate was provided and discussed at the mediation.
15 On the other hand, the Mediator's Statement provides that the beneficiary failed to bring the short
16 sale document required by the FMR. Moreover, the Response provides that Respondent Wells Fargo
17 requested documentation from Petitioner that would enable it to prepare a short sale evaluation and
18 that Petitioner failed to provide the documents necessary for Wells Fargo to evaluate a short sale.
19 Resp. at 13:12-18.

20 In order to reconcile the contents of the Mediator's Statement and the other documentation in
21 this case, on December 5, 2019, this Court issued an *Order to File* requiring Respondent Wells Fargo
22 to file any short sale estimate that may have been produced whether verbal or in writing, at or before
23 the mediation, the date it was produced, and who it was provided to. As discussed herein, on
24 December 13, 2019, Respondent Wells Fargo filed its *Supplement in Support of Respondent's Request*
25 *for Appropriate Relief* in response to the *Order to File*.

26 **II. Relevant Legal Authority**

27 Nevada Foreclosure Mediation Rule ("NFMR") 20(3) provides that "[u]pon receipt of the
28 mediator's statement and any request for relief, the District Court shall enter an order (1) describing
the terms of any loan modification or settlement agreement, (2) dismissing the petition, or (3) detailing

1 decisions regarding the imposition of sanctions as the District Court deems appropriate.” The Nevada
2 Supreme Court has explained “there are four distinct violations a party to a foreclosure mediation
3 can make: (1) ‘fail[ure] to attend the mediation,’ (2) ‘fail[ure] to participate in the mediation in good
4 faith,’ (3) failure to ‘bring to the mediation each document required,’ and (4) failure to demonstrate
5 ‘the authority or access to a person with the authority [to modify the loan].’ If any one of these
6 violations occurs, the mediator must recommend sanctions.” *Pasillas v. HSBC Bank USA*, 127 Nev.
7 462, 469, 255 P.3d 1281, 1286 (2011) (citing NRS 107.086(5)).

8 NFMR 13(10) requires that among other things, the beneficiary of the deed of trust or its
9 representative “shall produce an appraisal dated no more than 60 days before the commencement date
10 of the mediation” and “shall prepare an estimate of the ‘short sale’ value of the residence” and “shall
11 submit any conditions that must be met in order for a short sale to be approved.”

12 NFMR 12(1)(b) permits a borrower to appear for him or her at the mediation if the
13 representative is “[a]n attorney who is licensed to practice law in Nevada.”

14 NFMR 13(7)(d) provides that “[i]f the beneficiary of the deed of trust is represented by a third
15 party at the time of mediation, the third party must produce a copy of the agreement, or relevant
16 portion thereof, which authorizes the third party to represent the beneficiary at the mediation and
17 authorizes the third party to negotiate a loan modification on behalf of the beneficiary of the deed of
18 trust.”

19 **III. Analysis**

20 **a. Petitioner’s Verified Petition for Judicial Relief**

21 Petitioner argues that Respondent Wells Fargo failed to send an authorized representative to
22 attend the mediation and that the authorization Mr. Wassner had was insufficient. Pet. at 11:6–22.
23 Petitioner contends that no short sale value was provided because Petitioner refused to agree to a short
24 sale. *Id.* at 12:9–17. Petitioner states that Respondent Wells Fargo relied upon a flawed appraisal
25 because it was exterior only and the mediator had previously ordered an interior appraisal be
26 conducted. *Id.* at 12:20–28. Petitioner contends there were two appraisals of his property, one
27 conducted on November 14, 2018 that only dealt with the exterior of the home and another conducted
28 on March 4, 2019 that included an assessment of the inside of the home. *Id.* at 13:1–11. The March

1 4, 2019 appraisal indicated the appraised value of the home was \$540,000, or \$75,000 below the
2 appraised value in the first appraisal. *Id.* at 13:16–17. Petitioner also argues that Respondent Wells
3 Fargo has failed to maximize the net present value due to inconsistencies in the income tax returns
4 prepared by Petitioner. *Id.* at 15:2–21. Petitioner contends that inconsistent with NFMR 19, the
5 Mediator in this case failed to discuss other programs such as HAMP, Hardest Hit Funds, Attorney
6 General Settlement Programs, etc. *Id.* at 16:19–17:4. Petitioner also asserts Respondent Wells Fargo
7 failed to provide loan documents or copies at the mediation. *Id.* at 17:9–12. Petitioner requests
8 sanctions on Respondent Wells Fargo for conducting the mediation in bad faith, a prohibition on
9 future foreclosure attempts for approximately four years until Petitioner can refinance the balance of
10 the home through a reverse mortgage, setting aside the foreclosure process, and requiring Respondent
11 Wells Fargo to produce the original promissory note. *Id.* at 18:5–15.

12 Respondent Wells Fargo responds that Petitioner’s default was over ten years ago and
13 Respondent Wells Fargo has had to advance \$71,134.60 of escrow payments to protect its interest in
14 the property while Petitioner has been renting out rooms in the Property. *Resp. to Pet.* at 3:10–17.
15 Respondent states that the principal balance of the loan is \$649,201. *Id.* at 5:19. Respondent Wells
16 Fargo points out that it emailed copies of all the required documents to Petitioner as required in NFMR
17 13(7)(a) to include copies of the loan documents, certifications of those loan documents, a prior denial
18 letter, a prior appeal denial letter, an appraisal, and a counsel authorization letter. *Id.* at 6:5–10.
19 Respondent Wells Fargo points out that after the original mediation was continued from its previous
20 date of November 15, 2018, Petitioner waived the sixty-day rule and consented to Respondent Wells
21 Fargo relying on the November 14, 2018 appraisal. *Id.* at 6:2; *Id.* at 6:12–15. Respondent Wells
22 Fargo made an effort to obtain a new appraisal prior to the March 7, 2019 mediation but Petitioner
23 denied them access to the property until February 26, 2019 which meant Respondent Wells Fargo
24 could not comply with the ten-day notice provision pursuant to NFMR 13(7). *Id.* at 6:15–24.
25 Respondent Wells Fargo contends the Mediator’s finding that Wells Fargo failed to bring the required
26 documents was contrary to Petitioner’s waiver of the new appraisal. *Id.* at 7:24–27.

27 Respondent Wells Fargo argues that it had a representative at the mediation namely, Mr.
28 Wassner who was the in-person representative, who timely produced a written authorization for

1 Tiffany & Basco, as well as Mr. Ring as an authorized representative who appeared by phone. *Id.* at
2 10:1–8. Respondent Wells Fargo points out that Petitioner continues to quarrel with even the second
3 appraisal because it fails to consider challenges in selling the home that Petitioner asserts exist. *Id.*
4 at 11:12–18. Respondent Wells Fargo points out Petitioner failed to avail himself of the opportunity
5 to bring his own appraisal or BPO to the mediation pursuant to NFMR 13(7)(f). *Id.* at 12:13–15.
6 Respondent Wells Fargo states that the first appraisal complied with NFMR 13(7)(f) and as such no
7 second appraisal was required. *Id.* at 13:6–10. Respondent Wells Fargo also contends its failure to
8 produce a short sale value should be excused because Petitioner failed to provide them with a copy
9 of the purchase contract pursuant to NFMR 13(3). *Id.* at 13:12–14:2. Further, Petitioner’s argument
10 that it failed to maximize the net present value is baseless because Petitioner submitted income tax
11 returns that he admittedly prepared while on painkillers that contained discrepancies. *Id.* at 14:15–
12 24. Respondent Wells Fargo also contends that the Mediator’s failure to mention programs is not a
13 basis for sanctioning Respondent Wells Fargo. *Id.* at 14:25–15:2. Respondent Wells Fargo points out
14 the Mediator failed to check the box indicating that Respondent Wells Fargo failed to bring the
15 provided loan documents to the mediation. *Id.* at 15:3–7. Respondent Wells Fargo asserts that
16 nothing requires it to approve a loan modification, but the rules do require it to participate in the
17 mediation in good faith, which it contends it did. *Id.* at 15:9–17.

18 Petitioner asserts that the loan modification denial that he takes issue with is the one made
19 prior to the March 7, 2019 mediation that relied upon the second appraisal that was not provided at
20 the mediation. Pet. Reply at 3:19–27. Petitioner states that Respondent Wells Fargo failed to provide
21 a short sale estimate because the \$650,000 short sale value offered at the mediation is not less than
22 the March 3, 2019 appraisal. *Id.* at 9:19–10:9. Petitioner also states that Respondent Wells Fargo
23 failed to provide any authority that a purchase contract is necessary to formulate a short sale value.
24 *Id.* at 10:11–18. Petitioner quarrels with Respondent Wells Fargo’s contention regarding his profits
25 from the home stating that they go to cover the expenses of the home and that Respondent Wells
26 Fargo has not requested payment pursuant to the Deed of Trust. *Id.* at 13:4–21.

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1 **b. Respondent Wells Fargo's Request for Appropriate Relief**

2 Respondent Wells Fargo's Request is closely related to the Petition and there is considerable
3 overlap. Respondent Wells Fargo argues the Mediator's Statement is inaccurate. Req. at 6:1.
4 Respondent Wells Fargo contends the second appraisal was not used to deny the modification that
5 was decided November 30, 2018. *Id.* at 6:1–6. Respondent Wells Fargo argues that Petitioner's
6 request for a continuance and subsequent rejection of the short sale proposal as a result of Petitioner's
7 delay is disingenuous and contrary to the purpose of the program. *Id.* at 6:14–16. Respondent Wells
8 Fargo asserts that it provided both an appraisal more than sixty days in advance of the mediation and
9 a short sale document. *Id.* at 6:17–21; Req. Ex. E-1.

10 Petitioner points out that Respondent Wells Fargo's Exhibit E-1 is not a short sale proposal,
11 or anything close to that. Resp. to Req. at 3:4–9. Petitioner contends that Respondent Wells Fargo
12 admitted it failed to produce a short sale value to Petitioner when it argued it could not prepare a short
13 sale value because Petitioner failed to provide the purchase contract. *Id.* at 3:10–16. Petitioner notes
14 that rather than regurgitate the arguments from the Petition, he incorporates those points by reference.
15 *Id.* at 5:23–25.

16 Respondent Wells Fargo reiterates that due to Petitioner not allowing them access to the
17 Property, it was impossible to comply with the ten-day deadline in preparing the second appraisal.
18 Req. Reply at 4:18–21. Respondent Wells Fargo asserts that despite Petitioner expressly and
19 admittedly waiving the requirement for another appraisal, Petitioner confused the Mediator on this
20 issue but that Respondent Wells Fargo complied with the requirements. *Id.* at 5:5–9. Respondent
21 Wells Fargo reiterates its stance that NFMR 13(3) required Petitioner to provide it with a copy of the
22 purchase contract. *Id.* at 5:12–23.

23 In response to this Court's *Order to File*, Respondent Wells Fargo filed the *Supplement in*
24 *Support of Respondent's Request for Appropriate Relief* on December 13, 2019. Respondent Wells
25 Fargo argues it provided the short sale value at the mediation and the rules are silent as to a deadline
26 for when the short sale value must be provided. Suppl. at 2:2–9. Respondent Wells Fargo points out
27 that Petitioner even admits in his Opposition that Respondent Wells Fargo provided "a short sale
28 value to him at the mediation." *Id.* at 2:27–3:2. Respondent Wells Fargo contends it is inconsistent

1 with the purpose of the foreclosure mediation program for Petitioner to declare at the mediation that
2 he has no interest in exploring short sale options, and then complain that Respondent Wells Fargo
3 violated the rules regarding sort sale values. *Id.* at 3:10–12. Respondent Wells Fargo explains that
4 the \$620,000 offer was a valid short sale value as a matter of law because it was less than the
5 outstanding balance of the loan at the time of the mediation which was \$649,201.93. *Id.* at 3:21–4:9.
6 Respondent Wells Fargo cites to a Ninth Circuit Court of Appeals case which states that a “short sale”
7 is “a real estate transaction in which the property serving as collateral for a mortgage is sold for less
8 than the outstanding balance on the secured loan, and the mortgage lender agrees to discount the loan
9 balance because of a consumer’s economic distress.” *Id.* at 4:1–6 (citing *Shaw v. Experian Info.*
10 *Solutions, Inc.*, 891 F.3d 749, 752 (9th Cir. 2018)). Respondent Wells Fargo attaches the affidavit of
11 Stephen Wassner which states that “I presented Mr. Coppola with an opening short sale value of
12 \$620,000.” Suppl. at Ex. 1.

13 Petitioner argues that Respondent Wells Fargo has set forth three “alternative-fact sets.” *Id.*
14 at 3:1–23. First, that Respondent Wells Fargo provided a short sale value to Petitioner in November
15 of 2018. *Id.* at 3:1–4. Second, that Respondent Wells Fargo did not provide any short sale value, but
16 that such failure was excused by Petitioner’s failure to provide a purchase contract for the home. *Id.*
17 at 3:6–12. Third, that Attorney Stephen Wassner orally provided a short sale value of \$620,000 at
18 the mediation. *Id.* at 3:20–21. Petitioner argues that there is an “elephant of a dispute” regarding
19 whether Respondent Wells Fargo ever presented a short sale value. *Id.* at 12:9–14. Petitioner
20 contends Respondent Wells Fargo never provided a short sale value, either in writing or orally. *Id.*
21 at 13:1–2. Petitioner contends that Josh Rain, who appeared at the mediation telephonically, rather
22 than Tiffany & Bosco’s local counsel Mr. Wassner, actually threw out the \$620,000 figure. *Id.* at
23 13:19–21. Petitioner continues to suggest that the \$620,000 short sale value was not a valid short sale
24 value because it was not less than the appraised value of the home. *Id.* at 13:21–14:5.

25 Having reviewed the pleadings on file and having considered the law and facts set forth
26 therein, this Court finds good cause to deny the Petition and grant the Request in this case. First, this
27 Court rejects Petitioner’s contention that Mr. Ring and Mr. Wassner lacked authority to attend the
28 mediation and to negotiate a loan modification. This Court finds that Mr. Ring is a Wells Fargo

1 Underwriter who had authority to modify the loan and participated in the mediation by telephone.
2 Resp. to Pet. at 4:19–21. Second, this Court is not persuaded that Respondent Wells Fargo failed to
3 provide a short sale value. While this Court acknowledges that Respondent Wells Fargo has had
4 varying explanations for how it satisfied the short sale value pursuant to NFMR 13(10), this Court
5 finds that Respondent Wells Fargo did present the \$620,000 short sale value figure orally at the
6 mediation which satisfies the requirement. This Court notes that Petitioner has failed to cite any
7 authority for the proposition that the \$620,000 figure was legally invalid because it was more than
8 the appraised value of the home. Rather, this Court’s understanding reflects that of the Ninth Circuit
9 Court of Appeals in *Shaw* which provides that a short sale must be for less than the amount owed
10 rather than the appraised value of the Property. 891 F.3d at 752. Third, this Court notes that
11 Respondent Wells Fargo was under no obligation to provide the second appraisal to Petitioner at the
12 March 4, 2019 mediation as Petitioner had waived his right to contest the November 14, 2018
13 appraisal when he requested the continuance. This Court is not persuaded that this waiver is
14 superseded by Petitioner’s request that Respondent Wells Fargo obtain a second appraisal that reflects
15 the interior of the home as well, especially since Petitioner did not provide access to the home for this
16 purpose. As such, the Mediator’s finding that Respondent Wells Fargo failed to bring the required
17 documentation is in error.

18 This Court is not persuaded that Petitioner has made a sufficient showing that Respondent
19 Wells Fargo has failed to maximize the net present value of the home. However, this Court does note
20 that Respondent Wells Fargo attempted to do so but was unable to due to Petitioner’s unreliable tax
21 returns that contained discrepancies. This Court is similarly not persuaded that the Mediator’s failure
22 to discuss the other programs that could have led to the resolution of this necessarily means the entire
23 Mediation was deficient. This Court notes that Petitioner and Respondent Wells Fargo have been
24 through three previous mediations in this case, and Petitioner has evidenced an in-depth
25 understanding of the governing statutes and foreclosure mediation rules at issue. The purpose of
26 NFMR 19 is to educate the parties as to other avenues that may exist to resolve their dispute. The
27 Nevada Court of Appeals has stated that “we remind the parties that the purpose of the FMP is for the
28 homeowner and lender to attempt to reach an agreement that avoids foreclosure, not to search for rule

1 violations.” *Cohan v. Wells Fargo Bank, N.A.*, No. 65636, 2015 WL 5773392, at *1 (Nev. App. Sept.
2 30, 2015) (citing *Holt v. Reg'l Tr. Servs. Corp.*, 127 Nev. 886, 893–94, 266 P.3d 602, 607 (2011)).

3 This Court notes that based upon its findings, Petitioner has failed to make a requisite showing
4 under any of the four avenues available under the holding in *Pasillas* to demonstrate either bad faith
5 or a failure to bring the required documentation. 127 Nev. at 469. As a result, Petitioner’s request
6 for sanctions is denied. As to the remainder of Petitioner’s arguments, this Court finds them to either
7 be unsupported by the record or unpersuasive.

8 Accordingly, and good cause appearing,

9 IT IS HEREBY ORDERED that Petitioner’s *Verified Petition for Judicial Review* is
10 DISMISSED, and a Certificate for Foreclosure for the Property shall issue.

11 IT IS HEREBY FURTHER ORDERED that Respondent Wells Fargo’s *Respondents’ Request*
12 *for Appropriate Relief* is GRANTED.

13 DATED this 10th day of March, 2020.

14 
15 KATHLEEN DRAKULICH
16 DISTRICT JUDGE
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1 **CERTIFICATE OF SERVICE**

2 CASE NO. CV18-01272

3 I certify that I am an employee of the SECOND JUDICIAL DISTRICT COURT of the
4 STATE OF NEVADA, COUNTY OF WASHOE; that on the 10th day of March, 2020, I electronically
5 filed the **ORDER (1) DENYING VERIFIED PETITION FOR JUDICIAL REVIEW AND (2)**
6 **GRANTING RESPONDENT'S REQUEST FOR APPROPRIATE RELIEF** with the Clerk of
7 the Court by using the ECF system.

8 I further certify that I transmitted a true and correct copy of the foregoing document by the
9 method(s) noted below:

10 **Electronically filed with the Clerk of the Court by using the ECF system which will send a notice**
11 **of electronic filing to the following:**

12 HOME MEANS NEVADA


13 JENNIFER MCBEE for WELLS FARGO BANK, N.A.

14 RALPH COPPOLA

15 AMY SORENSON, ESQ. for WELLS FARGO BANK, N.A.

16 **Deposited to the Second Judicial District Court mailing system in a sealed envelope for postage**
17 **and mailing by Washoe County using the United States Postal Service in Reno, Nevada:**

18 NONE
19
20

21 
22 DANIELLE REDMOND
23 Department 1 Judicial Assistant
24
25
26
27
28