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Elizabeth A. Brown
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*Attorneys for Defendant, Nationstar Mortgage
LLC and Defendant/Counterclaimant/Third-Party
Defendant U.S. Bank, National Association, as
Trustee for the Certificateholders of the LXS 2006-
4N Trust Fund, erroneously pled as U.S. Bank,
N.A.*

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

ALESSI & KOENIG, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

STACY MOORE, an individual; MAGNOLIA
GOTERA, an individual; KRISTEN JORDAL,
AS TRUSTEE FOR THE JBNWO
REVOCABLE LIVING TRUST; U.S. BANK,
N.A.; NATIONSTAR MORTGAGE, LLC;
REPUBLIC SILVER STATE DISPOSAL, INC.,
et al.;

Defendants.

U.S. BANK., N.A.,,

Counterclaimant,

vs.

ALESSI & KOENIG, LLC, a Nevada limited
liability company,

Counter-Defendant.

Case No.: A-14-705563-C

Dept.: XXVI

**NATIONSTAR MORTGAGE LLC AND
U.S. BANK, NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF THE LXS
2006-4N TRUST FUND'S NOTICE OF
CROSS-APPEAL**

AKERMAN LLP

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LAS VEGAS, NEVADA 89134
TEL.: (702) 634-5000 – FAX: (702) 380-8572

1 U.S. BANK, N.A.

2 Third-Party Plaintiff,

3 vs.

4 SFR INVESTMENTS POOL 1, LLC, a Nevada
5 limited liability company, et al.

6 Third-Party Defendants.

7 PLEASE TAKE NOTICE that defendant Nationstar Mortgage LLC (**Nationstar**) and
8 defendant/counterclaimant/third-party defendant, U.S. Bank, National Association, as Trustee for the
9 Certificateholders of the LXS 2006-4N Trust Fund, erroneously pled as U.S. Bank, N.A. (**U.S.**
10 **Bank**), cross-appeals from the following judgment:

11 1. Findings of Fact, Conclusions of Law and Judgment filed April 30, 2020, notice of
12 entry of which was filed on May 4, 2020.

13 DATED on August 12, 2020.

14 **AKERMAN LLP**

15 /s/ Donna M. Wittig

16 MELANIE D. MORGAN, ESQ.

17 Nevada Bar No. 8215

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19 Nevada Bar No. 11015

20 1635 Village Center Circle, Suite 200

21 Las Vegas, Nevada 89134

22 *Attorneys for Defendant, Nationstar Mortgage, LLC*
23 *and Defendant/Counterclaimant/Third-Party Defendant*
24 *U.S. Bank, National Association, as Trustee for the*
25 *Certificateholders of the LXS 2006-4N Trust Fund,*
26 *erroneously pled as U.S. Bank, N.A.*
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 12th day of August, 2020, I caused to be served a true and correct copy of the foregoing **NATIONSTAR MORTGAGE LLC AND U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE LXS 2006-4N TRUST FUND'S NOTICE OF CROSS-APPEAL**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

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Diana S. Ebron

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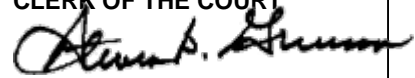
Sarah Greenberg Davis

sgreenberg@wrightlegal.net

I declare that I am employed in the office of a member of the bar of this Court at whose discretion the service was made.

/s/ Carla Llarena

An employee of AKERMAN LLP



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13 *Attorneys for Defendant, Nationstar Mortgage*
14 *LLC and Defendant/Counterclaimant/Third-Party*
15 *Defendant U.S. Bank, National Association, as*
16 *Trustee for the Certificateholders of the LXS 2006-*
17 *4N Trust Fund, erroneously pled as U.S. Bank,*
18 *N.A.*

19 **EIGHTH JUDICIAL DISTRICT COURT**

20 **CLARK COUNTY, NEVADA**

21 ALESSI & KOENIG, LLC, a Nevada limited
22 liability company,

23 Plaintiff,

24 vs.

25 STACY MOORE, an individual; MAGNOLIA
26 GOTERA, an individual; KRISTEN JORDAL,
27 AS TRUSTEE FOR THE JBNWO
28 REVOCABLE LIVING TRUST; U.S. BANK,
N.A.; NATIONSTAR MORTGAGE, LLC;
REPUBLIC SILVER STATE DISPOSAL, INC.,
et al.;

Defendants.

U.S. BANK., N.A.,,

Counterclaimant,

vs.

ALESSI & KOENIG, LLC, a Nevada limited
liability company,

Counter-Defendant.

Case No.: A-14-705563-C

Dept.: XXVI

**NATIONSTAR MORTGAGE LLC AND
U.S. BANK, NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF THE LXS
2006-4N TRUST FUND'S CASE APPEAL
STATEMENT**

U.S. BANK, N.A.

Third-Party Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a Nevada
limited liability company, et al.

Third-Party Defendants.

Nationstar Mortgage LLC (**Nationstar**) and defendant/counterclaimant/third-party defendant, U.S. Bank, National Association, as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund, erroneously pled as U.S. Bank, N.A. (**U.S. Bank**), by and through their attorneys of record at Akerman LLP, submit their case appeal statement pursuant to NRAP 3(f)(3).

1. The cross-appellants filing this case appeal statement are Nationstar and U.S. Bank (**Cross-Appellants**).

2. The order appealed is the findings of fact, conclusions of law and judgment entered on April 30, 2020 by the Honorable Judge Sturman. A notice of entry of findings of fact and conclusions of law and judgment was served on May 4, 2020.

3. Counsel for Cross-Appellants is Melanie D. Morgan, Esq. and Donna M. Wittig, Esq. of Akerman LLP, 1635 Village Center Circle, Suite 200, Las Vegas, NV 89134.

4. Counsel for SFR Investments Pool 1, LLC (**Cross-Respondent**) is Jacqueline A. Gilbert, Esq., Diana S. Ebron, Esq., and Karen L. Hanks, Esq., of Kim Gilbert Ebron, 7625 Dean Martin Drive, Suite 110, Las Vegas, NV 89139.

5. Counsel for Cross-Appellants is licensed to practice law in Nevada. Counsel for Cross-Respondent is licensed to practice law in Nevada.

6. Cross-Appellants are represented by retained counsel in the district court.

7. Cross-Respondents are represented by retained counsel on appeal.

8. Cross-Appellants were not granted leave to proceed in forma pauperis by the district court.

9. The date proceedings commenced in the district court was August 14, 2014.

...

1 10. In this action, Cross-Respondent alleges that it owns the property located at 5327
2 Marsh Butte Street St, Las Vegas, NV 89148, Assessor Parcel No. 163-30-312-007 (**Property**) free
3 and clear of all liens as a result of an HOA foreclosure sale. Cross-Appellants allege U.S. Bank's
4 Deed of Trust is a first position lien and was not extinguished by the foreclosure sale. The district
5 court ruled at trial that Cross-Appellants' predecessor's tender protected the Deed of Trust.

6 Prior to trial, the court originally ruled in Cross-Respondent's favor on summary judgment,
7 finding tender rejection was in good faith, Nationstar failed to record evidence of the tender to put
8 potential bidders on notice, and SFR was a bona fide purchaser. That ruling was in 2018, prior to the
9 Nevada Supreme Court's September 13, 2018 decision in *Bank of America, N.A. v. SFR Investments*
10 *Pool I, LLC*, 134 Nev. Adv. Op. 72 (Sept. 13, 2018) (*Diamond Spur*). In *Diamond Spur*, the
11 Nevada Supreme Court found that a virtually identical tender of the superpriority portion of an
12 association's lien satisfied that portion of the lien resulting in the buyer taking the property subject to
13 the deed of trust.

14 Nationstar moved for reconsideration in January 2019, based on *Diamond Spur*. The court
15 granted reconsideration but found one issue remained for trial: whether the tender was delivered.
16 Cross-Respondent's counsel agreed the issues were narrowed down to delivery at an EDCR 2.67
17 conference.

18 Cross-Respondent never plead NRS 106.240 as a defense to U.S. Bank's counterclaim and
19 agreed trial should be limited to the issue of tender delivery. Cross-Respondent nonetheless raised
20 NRS 106.240 on the eve of trial as a purported affirmative defense arguing the statute extinguished
21 the deed of trust by operation of law. The district court rejected Cross-Respondent's argument, but it
22 never should have considered the issue at all—it was not properly plead.

23 Cross-Appellants now appeal the findings of fact and conclusions of law and judgment, to
24 the extent the district court addressed Cross-Respondent's NRS 106.240 argument. That argument
25 was not properly before the court below and should not be considered by this court on appeal.

26 11. Cross-Respondent also filed a notice of appeal, appealing the district court's finding
27 tender satisfied the superpriority portion of the lien prior to the sale, protecting the Deed of Trust on
28

June 3, 2020, as well as its ruling related to NRS 106.240.¹ The assigned case number is Nevada Supreme Court Case No. 81293.

12. This appeal does not involve child custody or visitation.

13. Cross-Appellants are willing to discuss settlement with Cross-Respondent.

DATED August 12, 2020.

AKERMAN LLP

/s/ Donna M. Wittig

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Nevada Bar No. 8215

DONNA M. WITTIG, ESQ.

Nevada Bar No. 11015

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*Attorneys for Defendant, Nationstar Mortgage, LLC
and Defendant/Counterclaimant/Third-Party Defendant
U.S. Bank, National Association, as Trustee for the
Certificateholders of the LXS 2006-4N Trust Fund,
erroneously pled as U.S. Bank, N.A.*

¹ On or about June 30, 2020, the parties filed a 54(b) stipulation, certifying the findings of fact, conclusions of law and judgment entered on April 30, 2020 as final, and recognizing Cross-Respondent's notice of appeal filed June 3, 2020 was premature. The court signed the order on July 1, 2020, and it was filed into the record on July 17, 2020. Notice of entry of the order was filed on August 11, 2020. The stipulation resolves all finality issues and perfects the appeal as of the date notice of entry of the order was filed. Cross-Appellants' notice of appeal and case statement are timely filed within 14 days of the appeal's perfection.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 12th day of August, 2020, I caused to be served a true and correct copy of the foregoing **NATIONSTAR MORTGAGE LLC AND U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE LXS 2006-4N TRUST FUND'S CASE APPEAL STATEMENT**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

KIM GILBERT EBRON

Diana S. Ebron

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I declare that I am employed in the office of a member of the bar of this Court at whose discretion the service was made.

/s/ Carla Llarena

An employee of AKERMAN LLP

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-14-705563-C

Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

§
§
§
§
§
§

Location: **Department 26**
 Judicial Officer: **Sturman, Gloria**
 Filed on: **08/14/2014**
 Case Number History:
 Cross-Reference Case **A705563**
 Number:
 Supreme Court No.: **81293**

CASE INFORMATION

Statistical Closures

05/01/2020 Summary Judgment
 11/29/2018 Summary Judgment
 07/12/2017 Other Manner of Disposition

Case Type: **Other Civil Matters**

Case Status: **05/01/2020 Closed**

DATE

CASE ASSIGNMENT

Current Case Assignment

Case Number A-14-705563-C
 Court Department 26
 Date Assigned 02/05/2019
 Judicial Officer Sturman, Gloria

PARTY INFORMATION

Lead Attorneys

Plaintiff Alessi and Koenig LLC

Defendant Gotera, Magnolia

JBWNO RevocableLiving Trust

Moore, Stacy

Nationstar Mortgage LLC

Morgan, Melanie D.
Retained
 702-634-5000(W)

Republic Silver State Disposal Inc

US Bank NA

Morgan, Melanie D.
Retained
 702-634-5000(W)

Counter Claimant SFR Investments Pool 1 LLC

Ebron, Diana S.
Retained
 702-485-3300(W)

US Bank NA

Morgan, Melanie D.
Retained
 702-634-5000(W)

Counter Defendant Alessi and Koenig LLC

US Bank NA

Morgan, Melanie D.
Retained
 702-634-5000(W)

Cross Claimant SFR Investments Pool 1 LLC

Ebron, Diana S.
Retained
 702-485-3300(W)

CASE SUMMARY**CASE NO. A-14-705563-C****Cross Defendant** **Gotera, Magnolia****Jordal, Kristin****Moore, Stacy****Nationstar Mortgage LLC****Morgan, Melanie D.***Retained*










702-634-5000(W)

**Third Party
Defendant** **SFR Investments Pool 1 LLC****Ebron, Diana S.***Retained*

702-485-3300(W)

**Third Party
Plaintiff** **US Bank NA****Morgan, Melanie D.***Retained*

702-634-5000(W)

DATE	EVENTS & ORDERS OF THE COURT	INDEX
	<u>EVENTS</u>	
08/14/2014	 Complaint Filed By: Counter Defendant Alessi and Koenig LLC <i>Complaint in Interpleader</i>	
08/14/2014	Case Opened	
10/16/2014	 Affidavit of Service Filed By: Counter Defendant Alessi and Koenig LLC <i>Affidavit of Service (as to Magnolia Gotera)</i>	
10/21/2014	 Affidavit of Service Filed By: Counter Defendant Alessi and Koenig LLC <i>Affidavit of Service -Us Bank</i>	
10/21/2014	 Declaration Filed By: Counter Defendant Alessi and Koenig LLC <i>Declaration of Service-Republic Silver State Disposal</i>	
10/31/2014	 Notice Filed By: Cross Defendant Nationstar Mortgage LLC <i>Defendant Nationstar Mortgage, LLC's Notice of Appearance</i>	
10/31/2014	 Initial Appearance Fee Disclosure Filed By: Cross Defendant Nationstar Mortgage LLC <i>Initial Appearance Fee Disclosure</i>	
11/17/2014	 Answer Filed By: Cross Defendant Nationstar Mortgage LLC <i>Nationstar Mortgage, LLC's Answer</i>	
11/21/2014	 Declaration Filed By: Counter Defendant Alessi and Koenig LLC <i>Declaration of Service-Kristin Jordal</i>	
12/02/2014	 Notice of Early Case Conference Filed By: Counter Defendant Alessi and Koenig LLC <i>Notice of Early Case Conference</i>	

CASE SUMMARY

CASE NO. A-14-705563-C

12/10/2014	 Default Filed By: Counter Defendant Alessi and Koenig LLC <i>Default (as to Magnolia Gotera)</i>
12/10/2014	 Declaration Filed By: Counter Defendant Alessi and Koenig LLC <i>Declaration of Service-Kristin Jordal as Trustee for the JBWNO Revocable Living Trust</i>
12/10/2014	 Declaration Filed By: Counter Defendant Alessi and Koenig LLC <i>Declaration of Service-Stacy Moore</i>
12/11/2014	 Default Filed By: Counter Defendant Alessi and Koenig LLC Default Prty: Counter Defendant US Bank NA <i>(Set Aside 6/12/15) Default (as to U.S. Bank, N.A.)</i>
03/31/2015	 Affidavit of Service Filed By: Cross Defendant Nationstar Mortgage LLC <i>Affidavit of Service -Shadow Mountain Ranch Community Association</i>
05/04/2015	Case Reassigned to Department 20 <i>Case reassigned from Judge Jerome Tao Dept 20</i>
05/27/2015	 Initial Appearance Fee Disclosure Filed By: Counter Defendant US Bank NA <i>Initial Appearance Fee Disclosure</i>
05/27/2015	 Notice of Appearance Party: Cross Defendant Nationstar Mortgage LLC <i>Notice of Appearance</i>
06/12/2015	 Stipulation and Order Filed by: Cross Defendant Nationstar Mortgage LLC <i>Stipulation and Order to Set Aside Default of U.S. Bank, N.A.</i>
06/17/2015	 Notice of Entry of Stipulation and Order Filed By: Cross Defendant Nationstar Mortgage LLC <i>Notice of Entry of Stipulation and Order to Set Aside Default of U.S. Bank, N.A.</i>
08/17/2015	 Default Filed By: Counter Defendant Alessi and Koenig LLC <i>Default (as to Stacy Moore)</i>
08/18/2015	 Answer and Counterclaim Filed By: Counter Defendant US Bank NA <i>U.S Bank, N.A.'s Answer, Counterclaim, and Third-Party Complaint</i>
08/27/2015	 Notice of Lis Pendens Filed by: Cross Defendant Nationstar Mortgage LLC <i>Notice of Lis Pendens</i>
10/05/2015	 Answer to Counterclaim

CASE SUMMARY

CASE NO. A-14-705563-C

Filed By: Counter Defendant Alessi and Koenig LLC
Alessi & Koenig, LLC's Answer to U.S. Bank, N.A.'s Counterclaim

10/29/2015	 Demand for Security of Costs Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR INVESTMENTS POOL 1, LLC'S DEMAND FOR SECURITY OF COSTS PURSUANT TO NRS 18.130(1)</i>
12/08/2015	 Notice of Posting Bond Filed By: Cross Defendant Nationstar Mortgage LLC <i>Notice of Posting Bond</i>
12/17/2015	 Notice of Change of Address Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Notice of Change of Address and Notice of Change of Firm Name</i>
12/23/2015	 Motion to Dismiss Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC'S Motion to Dismiss Plaintiff's Third-Party Complaint Pursuant to NRCP 12(b)(6)</i>
12/24/2015	 Opposition to Motion to Dismiss Filed By: Cross Defendant Nationstar Mortgage LLC <i>U.S. Bank, National Association as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund, Erroneously Pled as U.S. Bank, N.A.'s Opposition to SFR Investment Pool 1, LLC's Motion to Dismiss Pursuant to 12 (B)(6)</i>
01/11/2016	 Certificate Filed By: Cross Defendant Nationstar Mortgage LLC <i>Certificate of Delivery</i>
01/27/2016	 Reply Filed by: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC'S Reply in Support of Motion to Dismiss for Failure to Join Indispensable Parties</i>
02/25/2016	 Order Denying Motion Filed By: Cross Defendant Nationstar Mortgage LLC <i>Order Denying SFR's Motion to Dismiss Plaintiff's Third-Party Complaint Pursuant to NRCP 12(B)(6)</i>
02/29/2016	 Notice of Entry Filed By: Counter Defendant Alessi and Koenig LLC <i>Notice of Entry of Order</i>
03/14/2016	 Answer and Counterclaim Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Answer to Third-Party Complaint, Counterclaim and Cross-Claim</i>
03/16/2016	 Notice of Lis Pendens Filed by: Cross Claimant SFR Investments Pool 1 LLC <i>Notice of Lis Pendens</i>
03/21/2016	 Answer to Third Party Complaint

CASE SUMMARY

CASE NO. A-14-705563-C

Filed By: Cross Defendant Nationstar Mortgage LLC
Nationstar Mortgage, LLC and U.S. Bank, N.A. as Trustee for The Certificateholders of the LXS 2006-4N Trust Fund's Answer to SFR Investments Pool 1, LLC's Third Party Counterclaims

04/21/2016



Notice of Association of Counsel

Filed By: Cross Defendant Nationstar Mortgage LLC
Notice of Association of Counsel

05/17/2016



Affidavit of Service

Filed By: Cross Claimant SFR Investments Pool 1 LLC
Affidavit of Service

05/31/2016



Notice of Early Case Conference

Filed By: Counter Defendant Alessi and Koenig LLC
Notice of Early Case Conference

06/14/2016



Affidavit of Due Diligence

Filed By: Counter Defendant Alessi and Koenig LLC
Affidavit of Due Diligence

06/17/2016



Ex Parte Motion

Filed By: Cross Claimant SFR Investments Pool 1 LLC
Ex Parte Motion to Serve Stacey Moore by Publication and Motion to Enlarge Time to Serve Summons and Cross-Claim

06/17/2016



Ex Parte Motion

Filed By: Cross Claimant SFR Investments Pool 1 LLC
Ex Parte Motion to Serve Magnolia Gotera by Publication and Motion to Enlarge Time Serve Summons and Cross-Claim

06/20/2016



Notice of Voluntary Dismissal Without Prejudice

Filed by: Cross Claimant SFR Investments Pool 1 LLC
Notice of Voluntary Dismissal of Kristin Jordal, as Trustee for the JBWNO Revocable Living Trust

06/30/2016



Order

Filed By: Cross Claimant SFR Investments Pool 1 LLC
Order Granting Ex Parte Motion to Serve Stacy Moore by Publication and Order Granting Motion to Enlarge Time to Serve Summons and Cross-Claim

07/11/2016



Order for Service by Publication

Filed By: Cross Claimant SFR Investments Pool 1 LLC
Order Granting Ex Parte Motion to Serve Magnolia Gotera by Publication - and - Order Granting Motion to Enlarge Time to Serve Summons and Cross-Claim

07/12/2016



Notice of Entry of Order

Filed By: Cross Claimant SFR Investments Pool 1 LLC
Notice of Entry of Order Granting Ex Parte Motion to Serve Magnolia Gotera by Publication and Order Granting Motion to Enlarge Time to Serve Summons and Cross-Claim

07/21/2016









Declaration

Filed By: Counter Defendant Alessi and Koenig LLC
Declaration of Non-Monetary Status Pursuant to NRS 107/SB 239

07/21/2016

CASE SUMMARY

CASE NO. A-14-705563-C

	 Memorandum Filed By: Counter Defendant Alessi and Koenig LLC <i>Memorandum of Points and Authorities in Support of Declaration of Non-Monetary Status (NRS 107/SB 239)</i>
08/02/2016	 Objection Filed By: Cross Defendant Nationstar Mortgage LLC <i>Nationstar Mortgage, LLC and U.S. Bank, National Association's Objection to Alessi & Koenig, LLC's Declaration of Non-Monetary Status</i>
08/03/2016	 Affidavit of Publication of Summons Filed By: Counter Defendant Alessi and Koenig LLC <i>Affidavit of Publication</i>
08/17/2016	 Affidavit of Publication of Summons Filed By: Counter Defendant Alessi and Koenig LLC <i>Affidavit of Publication</i>
08/22/2016	 Motion Filed By: Cross Defendant Nationstar Mortgage LLC <i>Nationstar Mortgage, LLC and U.S. Bank, National Association's Motion to Account for and Interplead Funds</i>
08/24/2016	 Joint Case Conference Report Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Joint Case Conference Report</i>
09/08/2016	 Response Filed by: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Response to Nationstar Mortgage, LLC and U.S. Bank, National Association as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund, Erroneously Pled as U.S. Bank, N.A.'s Motion to Account for and Interplead Funds</i>
09/12/2016	 Proof of Service Filed by: Cross Claimant SFR Investments Pool 1 LLC <i>Proof of Service by Publication as to Stacy Moore</i>
09/12/2016	 Proof of Service Filed by: Cross Claimant SFR Investments Pool 1 LLC <i>Proof of Service by Publication as to Magnolia Gotera</i>
09/12/2016	 Certificate of Mailing Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Certificate of Mailing</i>
09/12/2016	 Certificate of Mailing Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Certificate of Mailing</i>
10/20/2016	 Scheduling Order <i>Scheduling Order</i>
11/28/2016	 Order Setting Civil Non-Jury Trial <i>Order Setting Civil Non-Jury Trial</i>

CASE SUMMARY

CASE NO. A-14-705563-C

02/09/2017	 Notice of Bankruptcy Filed By: Cross Defendant Nationstar Mortgage LLC <i>Notice of Bankruptcy Filing</i>
03/17/2017	 Notice Filed By: Cross Defendant Nationstar Mortgage LLC <i>Notice of Removal</i>
07/01/2017	Case Reassigned to Department 17 <i>Civil Case Reassignment to Judge Michael Villani</i>
07/12/2017	 Order to Statistically Close Case <i>Civil Order to Statistically Close Case</i>
09/06/2017	 Notice Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Notice to Adverse Parties and to the Eighth Judicial District Court of Remand of Previously-Removed Case to this Court</i>
09/14/2017	 Order of Remand from Federal Court <i>Order Remanding Cases to State Court for Lack of Jurisdiction, and Alternatively, on Equitable Grounds</i>
11/02/2017	 Amended Order Setting Civil Non-Jury Trial <i>Amended Order Setting Civil Non-Jury Trial</i>
01/24/2018	 Substitution of Attorney Filed by: Cross Defendant Nationstar Mortgage LLC <i>Substitution Of Counsel For Defendant Nationstar Mortgage LLC And Defendant COUNTERCLAIM Third Party Defendant US Bank National Association</i>
02/28/2018	 Motion Filed By: Cross Defendant Nationstar Mortgage LLC <i>Nationstar Mortgage, LLC's Motion To Reopen Discovery And Continue Trial Date</i>
03/06/2018	 Joinder To Motion Filed By: Counter Defendant US Bank NA <i>U.S. Bank, N.A. as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund's Joinder to Nationstar Mortgage LLC's Motion to Reopen Discovery and Continue Trial Date (First Request)</i>
03/08/2018	 Application Filed By: Cross Defendant Nationstar Mortgage LLC <i>Application for Order Shortening Time Re Nationstar Mortgage, LLC S Motion to Reopen Discovery and Continue Trial Date</i>
03/08/2018	 Notice of Entry Filed By: Cross Defendant Nationstar Mortgage LLC <i>Notice of Entry of OST re Nationstar Mortgage, LLC's Motion to Reopen Discovery and Continue Trial Date</i>
03/13/2018	 Notice of Intent Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Notice of Intent to Orally Oppose Nationstar Mortgage LLC s Motion to Reopen Discovery</i>

CASE SUMMARY













CASE NO. A-14-705563-C

and to Continue Trial and U.S. Bank s Joinder Thereto

03/14/2018	 Motion to Withdraw As Counsel Filed By: Counter Defendant Alessi and Koenig LLC <i>MOTION TO WITHDRAW AS COUNSEL OF RECORD FOR ALESSI & KOENIG, LLC</i>
03/22/2018	 Amended Order Setting Civil Non-Jury Trial <i>Amended Order Setting Civil Non-Jury Trial and Calendar Call</i>
03/22/2018	 Order Filed By: Cross Defendant Nationstar Mortgage LLC <i>Order Granting Nationstar Mortgage, LLC's Motion to Reopen Discovery and Continue Trial Date</i>
03/26/2018	 Notice of Entry of Order Filed By: Cross Defendant Nationstar Mortgage LLC <i>Notice of Entry of Order Granting Nationstar Mortgage, LLC's Motion to Reopen Discovery and Continue Trial Date</i>
04/30/2018	 Deposition Subpoena Filed By: Cross Defendant Nationstar Mortgage LLC <i>Notice of Subpoena For deposition of the NRCP 30(B)(6) Witness for Alessi & Koenig, LLC</i>
05/10/2018	 Notice of Deposition Filed By: Counter Defendant US Bank NA; Cross Defendant Nationstar Mortgage LLC <i>Notice of Subpoena for Deposition of the NRCP 30(b)(6) Witness for Shadow Mountain Ranch Community Association</i>
05/15/2018	 Order Filed By: Counter Defendant Alessi and Koenig LLC <i>Order Granting Steven Loizzi, Jr., Esq.'s Motion to Withdraw as Counsel of Record for Alessi & Koenig, LLC</i>
05/18/2018	 Notice of Entry Filed By: Counter Defendant Alessi and Koenig LLC <i>Notice of Entry of Order Granting Steven Loizzi, Esq.'s Motion to Withdraw as Counsel of Record for Alessi & Koenig, LLC</i>
05/22/2018	 Amended Notice Filed By: Cross Defendant Nationstar Mortgage LLC <i>First Amended Notice of Subpoena For Deposition of The NRCP 30(B)(6) Witness For Shadow Ranch Community Association</i>
06/27/2018	 Default Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Default Against Stacy Moore</i>
06/27/2018	 Default Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Default Against Magnolia Gotera</i>
06/29/2018	 Motion for Summary Judgment <i>Motion for Summary Judgment</i>
06/29/2018	













CASE SUMMARY

CASE NO. A-14-705563-C

	 Appendix Filed By: Cross Defendant Nationstar Mortgage LLC <i>Appendix of Exhibit For Nationstar Mortgage, LLC's Motion for Summary Judgment Pursuant to EDCR 2.27</i>
06/29/2018	 Motion for Summary Judgment Filed By: Cross Defendant Nationstar Mortgage LLC <i>Cross-Defendant Nationstar Mortgage, LLC's Motion for Summary Judgment</i>
07/02/2018	 Joinder to Motion For Summary Judgment Filed By: Counter Defendant US Bank NA <i>U.S Bank, N.A., as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund's Joinder to Nationstar Mortgage LLC's Motion for Summary Judgment</i>
07/19/2018	 Opposition to Motion For Summary Judgment Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Opposition to Cross-Defendant Nationstar Mortgage, LLC's Motion for Summary Judgment and US Bank, NA as Trustee for the Certificate Holders of the LXS 2006-4n Trust Fund's Joinder to Nationstar Mortgage, LLC's Joinder</i>
07/19/2018	 Opposition Filed By: Cross Defendant Nationstar Mortgage LLC <i>Opposition To SFR Investments Pool 1, LLC's Motion For Summary Judgment</i>
07/20/2018	 Errata Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Errata to: SFR Investments Pool 1, LLC's Opposition to Cross-Defendant Nationstar Mortgage, LLC's Motion for Summary Judgment and U.S. Bank, N.A. as Trustee for the Certificate Holders of the LXS 2006-4N Trust Fund's Joinder to Nationstar Mortgage, LLC's Motion</i>
07/20/2018	 Joinder to Opposition to Motion Filed by: Counter Defendant US Bank NA <i>U.S. Bank, N.A., as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund's Joinder to Nationstar Mortgage LLC's Opposition to SFR Investments Pool 1, LLC's Motion for Summary Judgment</i>
07/24/2018	 Reply in Support Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Reply in Support of its Motion for Summary Judgment</i>
08/02/2018	 Pre-Trial Disclosure <i>SFR Investments Pool 1, LLC's Pre-Trial Disclosures</i>
08/07/2018	 Reply in Support Filed By: Cross Defendant Nationstar Mortgage LLC <i>Reply In Support Of Cross-Defendant Nationstar Mortgage, LLC's Motion for Summary Judgment</i>
08/08/2018	 Joinder Filed By: Counter Defendant US Bank NA <i>U.S. Bank, N.A., as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund's Joinder to Nationstar Mortgage LLC's Reply in Support of Motion for Summary Judgment</i>
08/23/2018	 Objection <i>Objections to Pre-Trial Disclosures</i>

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08/23/2018	 Objection <i>Objections to Pre-Trial Disclosures</i>
09/14/2018	 Recorders Transcript of Hearing <i>Recorder's Transcript of Hearing: Cross-Defendant Nationstar Mortgage, LLC's Motion for Summary Judgment/Counter Claimant SFR Investment Pool 1, LLC's Motion for Summary Judgment Heard on August 15, 2018</i>
11/29/2018	 Findings of Fact, Conclusions of Law and Judgment Filed by: Cross Claimant SFR Investments Pool 1 LLC <i>Findings of Fact and Conclusions of Law</i>
12/06/2018	 Memorandum of Costs and Disbursements Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Memorandum of Costs and Disbursements</i>
12/26/2018	 Notice of Entry of Findings of Fact, Conclusions of Law Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Notice of Entry of Findings of Fact and Conclusions of Law</i>
01/07/2019	Case Reassigned to Department 18 <i>Judicial Reassignment - From Judge Villani to Judge Holthus</i>
01/14/2019	 Appendix Filed By: Cross Defendant Nationstar Mortgage LLC <i>Appendix of Exhibits For Nationstar Mortgage, LLC's Motion For Reconsideration and/or To Alter/Amend Judgment Pursuant To E.D.C.R. 2.27</i>
01/14/2019	 Motion to Reconsider Filed By: Cross Defendant Nationstar Mortgage LLC <i>Defendant Nationstar Mortgage, LLC's Motion for Reconsideration and/or To Alter/Amend Judgment</i>
01/24/2019	 Errata Filed By: Cross Defendant Nationstar Mortgage LLC <i>Errata To Defendant Nationstar Mortgage, LLC's Motion For Reconsideration and/or To Alter/Amend Judgment</i>
01/31/2019	 Peremptory Challenge Filed by: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Peremptory Challenge of Judge</i>
02/01/2019	 Opposition to Motion Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Opposition to Defendant Nationstar Mortgage, LLC's Motion for Reconsideration And/Or to Alter/Amend Judgment</i>
02/01/2019	 Notice of Department Reassignment <i>Notice of Department Reassignment</i>
02/05/2019	 Notice of Department Reassignment <i>Notice of Department Reassignment</i>
03/19/2019	

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	 Reply in Support Filed By: Cross Defendant Nationstar Mortgage LLC <i>Reply In Support Of Defendant Nationstar Mortgage, LLC's Motion For Reconsideration and/or To Alter / Amend Judgment</i>
06/28/2019	 Order Filed By: Cross Defendant Nationstar Mortgage LLC <i>Order Granting Nationstar Mortgage, LLC's Motion for Reconsideration and to Alter/Amend Judgment</i>
06/28/2019	 Notice of Entry of Order Filed By: Cross Defendant Nationstar Mortgage LLC <i>Notice of Entry of Order Granting Nationstar Mortgage, LLC's Motion for Reconsideration and to Alter/Amend Judgment</i>
10/22/2019	 Scheduling and Trial Order <i>Amended Non-Civil Trial Order</i>
10/23/2019	 Stipulation Filed by: Counter Defendant US Bank NA; Cross Defendant Nationstar Mortgage LLC <i>Stipulation to Reopen Closed Case and Reset Trial Dates</i>
10/24/2019	 Notice of Entry <i>Notice of Entry of Stipulation and Order to Reopen Closed Case and Rest Trial Dates</i>
12/11/2019	 Notice of Withdrawal of Attorney Filed by: Cross Defendant Nationstar Mortgage LLC <i>Notice of Withdrawal of Counsel for Defendant /Counterclaimant / Third-Party Defendant Nationstar Mortgage, LLC</i>
12/31/2019	 Stipulation and Order Filed by: Counter Defendant US Bank NA; Cross Defendant Nationstar Mortgage LLC <i>Stipulation and Order Continuing Trial Date</i>
12/31/2019	 Notice of Entry of Stipulation and Order <i>Notice of Entry of Stipulation and Order Continuing Trial Date</i>
01/13/2020	 Objection Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>Objections to Amended Pre-trial Disclosures</i>
02/04/2020	 Trial Brief Filed By: Cross Defendant Nationstar Mortgage LLC <i>Defendant's Trial Brief</i>
02/05/2020	 Trial Brief Filed By: Cross Claimant SFR Investments Pool 1 LLC <i>SFR Investments Pool 1, LLC's Trial Brief</i>
02/05/2020	 Joint Pre-Trial Memorandum Filed By: Counter Defendant US Bank NA; Cross Defendant Nationstar Mortgage LLC <i>Joint Pretrial Memorandum</i>
02/06/2020	 Findings of Fact, Conclusions of Law and Judgment

CASE SUMMARY

CASE NO. A-14-705563-C

Filed by: Counter Defendant US Bank NA; Cross Defendant Nationstar Mortgage LLC
Proposed Findings of Fact, Conclusions of Law and Judgment

02/24/2020



Clerk's Notice of Nonconforming Document
Clerk's Notice of Nonconforming Document

02/28/2020



Recorders Transcript of Hearing
Party: Cross Defendant Moore, Stacy
Recorder's Transcript of Bench Trial, Monday, February 10, 2020

04/30/2020



Findings of Fact, Conclusions of Law and Judgment
Filed by: Cross Defendant Nationstar Mortgage LLC
Findings of Fact, Conclusions of Law and Judgment

05/04/2020



Notice of Entry of Findings of Fact, Conclusions of Law
Filed By: Counter Defendant US Bank NA; Cross Defendant Nationstar Mortgage LLC
Notice of Entry of Findings of Fact, Conclusions of Law and Judgment

05/05/2020



Memorandum of Costs and Disbursements
Filed By: Counter Defendant US Bank NA; Cross Defendant Nationstar Mortgage LLC
Nationstar Mortgage LLC and U.S. Bank National Association, as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund's Memorandum of Costs

06/03/2020



Notice of Appeal
Filed By: Cross Claimant SFR Investments Pool 1 LLC
Notice of Appeal

06/03/2020



Case Appeal Statement
Filed By: Cross Claimant SFR Investments Pool 1 LLC
Case Appeal Statement

07/17/2020



Stipulation and Order
Filed by: Cross Claimant SFR Investments Pool 1 LLC
Stipulation and Order to Certify the Findings of Fact, Conclusions of Law and Judgment, Entered April 30, 2020 as to Nationstar mortgage, LLC U.S. Bank N.A. and SFR Investments Pool 1 LLC

08/11/2020



Notice of Entry of Stipulation and Order
Filed By: Counter Defendant US Bank NA; Cross Defendant Nationstar Mortgage LLC
Notice of Entry of Stipulation and Order to Certify The Findings of Fact, Conclusions of Law, and Judgment, Entered April 30, 2020 as to Nationstar Mortgage LLC, U.S. Bank, N.A. and SFR Investments Pool 1, LLC

08/12/2020



Notice of Appeal
Filed By: Counter Defendant US Bank NA; Cross Defendant Nationstar Mortgage LLC
Nationstar Mortgage LLC and U.S. Bank, National Association, as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund's Notice of Cross-Appeal

08/12/2020



Case Appeal Statement
Nationstar Mortgage LLC and U.S. Bank, National Association, as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund's Case Appeal Statement

DISPOSITIONS

06/20/2016

Dismissal Pursuant to NRCP 41 (Judicial Officer: Johnson, Eric)
Debtors: Kristin Jordal (Trustee)
Creditors: SFR Investments Pool 1 LLC (Cross Claimant)

CASE SUMMARY

CASE NO. A-14-705563-C


Judgment: 06/20/2016, Docketed: 06/27/2016


11/29/2018 **Summary Judgment** (Judicial Officer: Villani, Michael)
Debtors: Nationstar Mortgage LLC (Cross Defendant)
Creditors: SFR Investments Pool 1 LLC (Cross Claimant)
Judgment: 11/29/2018, Docketed: 11/29/2018


04/30/2020 **Judgment** (Judicial Officer: Sturman, Gloria)
Debtors: SFR Investments Pool 1 LLC (Third Party Defendant)
Creditors: US Bank NA (Third Party Plaintiff)
Judgment: 04/30/2020, Docketed: 05/07/2020

07/17/2020 **Order of Dismissal** (Judicial Officer: Sturman, Gloria)
Debtors: US Bank NA (Counter Defendant), Nationstar Mortgage LLC (Cross Defendant)
Creditors: SFR Investments Pool 1 LLC (Cross Claimant, Counter Claimant)
Judgment: 07/17/2020, Docketed: 07/21/2020
Comment: Certain Claim

HEARINGS

02/03/2016  **Motion to Dismiss** (8:30 AM) (Judicial Officer: Johnson, Eric)
SFR Investments Pool 1, LLC'S Motion to Dismiss Plaintiff's Third-Party Complaint Pursuant to NRCP 12(b)(6)
Denied;
Journal Entry Details:
Arguments by Mr. Heidari and Mr. Connell in support of their respective positions. Following, COURT ORDERED, Motion to Dismiss is DENIED. Mr. Connell to prepare the Order.;

10/05/2016  **Motion to Interplead** (8:30 AM) (Judicial Officer: Johnson, Eric)
Nationstar Mortgage, LLC and U.S. Bank, National Association's Motion to Account for and Interplead Funds
Granted;
Journal Entry Details:
Upon Court's inquiry as to a response, Mr. Loizzi advised they have not filed one as they need a ruling on the Declaration for Non-Monetary Status first to know whether or not they need to respond to this Motion. Statements by Mr. Connell in support of this Motion. Mr. Loizzi advised this Motion can not be ruled on until there is a decision on the Declaration for Non-Monetary Status. Mr. Connell argued that Alessi and Koenig have funds that they don't know where they come from. Following colloquy, COURT ORDERED, Mr. Loizzi to provide an accounting and hold funds in the account until further Order from this Court. Further, deadline for accounting is October 19, 2016. Statements by Mr. Loizzi as to the Declaration. Following colloquy, COURT ORDERED, matter SET for hearing as to the Declaration. 10/26/16 10:30 AM HEARING: DECLARATION OF NON-MONETARY STATUS;

11/08/2016  **Minute Order** (3:00 PM) (Judicial Officer: Johnson, Eric)
Minute Order - No Hearing Held;
Journal Entry Details:
Defendants Objection to Alessi & Koenig s Declaration of Non-Monetary Status has been granted by Judge Johnson. This Court finds Alessi & Koenig not a trustee under a deed of trust in this case, and thus shall remain an active participant in the litigation. Nationstar s Motion to Account for and Interplead Funds has also been granted by Judge Johnson. Alessi & Koenig to provide a full accounting of the funds.;

11/09/2016 **CANCELED Hearing** (8:30 AM) (Judicial Officer: Hardcastle, Kathy)
Vacated - per Law Clerk
Hearing: Declaration of Non-Monetary Status

08/16/2017 **CANCELED Calendar Call** (10:45 AM) (Judicial Officer: Johnson, Eric)
Vacated - per Judge



09/05/2017 **CANCELED Bench Trial** (1:00 PM) (Judicial Officer: Johnson, Eric)

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-14-705563-C

Vacated - per Judge

03/14/2018	<p>Motion for Discovery (8:30 AM) (Judicial Officer: Villani, Michael) <i>Defendant Nationstar Mortgage LLC's Motion to Reopen Discovery and Continue Trial Date</i></p>
03/14/2018	<p>Joinder (8:30 AM) (Judicial Officer: Villani, Michael) <i>U.S. Bank, N.A. as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund's Joinder to Nationstar Mortgage LLC's Motion to Reopen Discovery and Continue Trial Date (First Request)</i></p>
03/14/2018	<p> All Pending Motions (8:30 AM) (Judicial Officer: Villani, Michael) Matter Heard; Journal Entry Details: <i>Jamie Combs, Esq. appearing on behalf of Defendant US Bank, Jason Martinez, Esq. appearing on behalf of Counter Claimant SFR Investments Pool 1 LLC Court noted this was Defendant Nationstar Motion to Reopen Discovery and Continue Trial and stated the procedural history of the case. Mr. Gerrard advised two months into discovery Counter Defendant Alessi file bankruptcy which put a Stay on discovery. Mr. Gerrard further advised he hadn't been able to complete discovery because of the automatic Stay and requested a short continuance. Upon Court's inquiry, Mr. Gerrard advised he hadn't taken the deposition of the purchaser and didn't have an opportunity to disclose an expert. Ms. Combs was in agreement with Mr. Gerrard representations. In opposition, Mr. Martinez argued the Stay only applied to Defendant Alessi and SFR continued with discovery and completed it; however, Mr. Martinez agreed to opening discovery for the limited purpose for dispositive motions. Further argument by Mr. Gerrard. COURT ORDERED, Motion GRANTED with the modification of dates as follows: Discovery cut-off date, June 2, 2018; Initial Expert Disclosures Deadline, April 20, 2018; Rebuttal Expert Disclosures deadline, May 1, 2018 and Dispositive Motion deadline, July 1, 2018. COURT FURTHER ORDERED, Trial dates VACATED and RESET; U.S. Bank, N.A. as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund's Joinder to Nationstar Mortgage LLC's Motion to Reopen Discovery and Continue Trial Date (First Request) ADVANCED. Mr. Gerrard to prepare the Order and submit to opposing counsel to sign off as to form and content. 08/29/18 9:00 AM CALENDAR CALL 09/04/18 9:00 AM BENCH TRIAL;</i></p>
04/11/2018	<p>CANCELED Calendar Call (9:00 AM) (Judicial Officer: Villani, Michael) <i>Vacated - per Judge</i></p>
04/16/2018	<p>CANCELED Bench Trial (9:00 AM) (Judicial Officer: Villani, Michael) <i>Vacated - per Judge</i></p>
04/18/2018	<p> Motion to Withdraw as Counsel (3:00 AM) (Judicial Officer: Villani, Michael) <i>Steven Loizzi Esq.'s Motion to Withdraw as Counsel of Record for Alessi & Koenig LLC</i> Granted; Journal Entry Details: <i>HOA Lawyer's Group, LLC s Motion to Withdraw as Counsel of Record for Alessi & Koenig, LLC came before this Court on the April 18, 2018 Chamber Calendar. This Court, having reviewed the pleadings and papers on file herein, there being no opposition filed with this Court and pursuant to EDCR 2.20, 2.23, and for good cause appearing, COURT ORDERED HOA Lawyer s Group, LLC's Motion to Withdraw as Counsel of Record for Alessi & Koenig, LLC Motion to Withdraw as Counsel of Record GRANTED. HOA Lawyer's Group, LLC is further directed to submit a proposed order consistent with the foregoing within ten (10) days after counsel is notified of the ruling and distribute a filed copy to all parties involved pursuant to EDCR 7.21. HOA Lawyer's Group, LLC is further directed to inform its client of all deadlines (including the calendar call set for August 29, 2018 and the bench trial set for September 4, 2018) and turn over any documents, papers, or files as necessary. CLERK S NOTE: A copy of the foregoing minute order has been electronically distributed to all registered parties.//ob/04/18/18. ;</i></p>
08/15/2018	<p>Motion for Summary Judgment (8:30 AM) (Judicial Officer: Villani, Michael) <i>Counter Claimant SFR Investments Pool 1 LLC's Motion for Summary Judgment</i> Per email from Law Clerk Motion Granted;</p>

CASE SUMMARY

CASE NO. A-14-705563-C

08/15/2018	<p>Motion for Summary Judgment (8:30 AM) (Judicial Officer: Villani, Michael)</p> <p><i>Cross-Defendant Nationstar Mortgage, LLC's Motion for Summary Judgment</i></p> <p>Per email from Law Clerk</p> <p>Motion Denied;</p>
08/15/2018	<p> All Pending Motions (8:30 AM) (Judicial Officer: Villani, Michael)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>COUNTER CLAIMANT SFR INVESTMENTS POOL 1 LLC'S MOTION FOR SUMMARY JUDGMENT ... CROSS-DEFENDANT NATIONSTAR MORTGAGE, LLC'S MOTION FOR SUMMARY JUDGMENT</i> Donna Wittig, Esq., present on behalf of US Bank and Nationstar. Jason Martinez, Esq., present on behalf of SFR Investments. Following arguments by counsel, COURT ORDERED, matters TAKEN UNDER ADVISEMENT; written decision will issue.;</p>
08/29/2018	<p> Calendar Call (9:00 AM) (Judicial Officer: Villani, Michael)</p> <p>Matter Heard;</p> <p>Journal Entry Details:</p> <p><i>Dawna Wittig, Esq., present on behalf of US Bank NA and Nationstar. Karen Hanks, Esq., present on behalf of SFR Investments Pool 1 LLC. Upon Court's inquiry, Mr. Gerrard stated they are ready for trial; however, Motions for Summary Judgment were argued last week and they are awaiting a decision. Court noted a decision will be made by this Friday.;</i></p>
09/04/2018	<p> Minute Order (8:00 AM) (Judicial Officer: Villani, Michael)</p> <p>Minute Order - No Hearing Held;</p> <p>Journal Entry Details:</p> <p><i>Counter-Defendant SFR Investments Pool 1, LLC s (SFR) Motion for Summary Judgment and Cross-Defendant Nationstar Mortgage, LLC s (Nationstar) Motion for Summary Judgment came before this Court on the August 15, 2018 oral calendar. The Court having further reviewed the pleadings, files, and argument finds as follows: Summary judgment is appropriate when the pleadings and other evidence on file demonstrate no genuine issue as to any material fact [remains] and the moving party is entitled to judgment as a matter of law. See NRCP 56 (c); Wood v. Safeway, Inc., 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005). In ruling upon a motion for summary judgment, the Court must view all evidence and inferences in the light most favorable to the non-moving party. See Torrealba v. Kesmetis, 124 Nev. 95, 178 P.3d 716 (2008). To rebut a motion for summary judgment, the nonmoving party must present some specific facts to demonstrate that a genuine issue of material fact exists. Forouzan, Inc. v. Bank of George, 128 Nev. 896, 381 P.3d 612 (2012). SFR seeks summary judgment based on the following: (1) Quiet Title and Permanent Injunction against U.S. Bank, (2) Unjust Enrichment against U.S. Bank, (3) Slander of Title against Nationstar, and (4) pursuant to NRS 116.31166 (2) against Moore and Gotera. Nationstar seeks summary judgment based on the following: (1) Nationstar s predecessor in interest redeemed the first DOT s priority by tendering the full amount of the HOA s super-priority lien, (2) the foreclosure sale was invalid, and (3) SFR is not a bona fide purchaser. Quiet Title & Declaratory Relief U.S. Bank (a) Title was vested in SFR without equity or right of redemption. NRS 116.3166(3) provides, [t]he sale of a unit pursuant to NRS 116.31162, 116.31163 and 116.31164 vests in the purchaser the title of the unit s owner without equity or right of redemption. According to the NSC, these sales vest the purchaser with absolute title. In re Grant, 303 B.R. 205, 209 (Bankr. D. Nev. 2003). A sale under a Chapter 107 non-judicial foreclosure sale vests in the purchaser the title of the grantor and any successors in interest without equity or right of redemption. If the sale is properly, lawfully and fairly carried out, [the Bank] cannot unilaterally create a right of redemption in [itself]. Golden v. Tomiyasu, 79 Nev. 503, 518 (1963). Here, the sale was a non-judicial foreclosure sale conducted pursuant to NRS 116.31166(2). The COURT FINDS the sale vested in SFR title without equity or right of redemption and title must be quieted in favor of SFR. (b) The deed recitals are conclusive. Shadow Wood holds that the deed recitals are conclusive, unless a party like Nationstar can establish that it is entitled to equitable relief from a defective sale. Shadow Wood HOA v. N.Y. Cmty. Bancorp., 132 Nev. Adv. Op. 5, 1105 (2016). Here, Nationstar has not established that this was a defective sale. As the purchaser at the Association foreclosure sale, SFR need only show the Trustee s Deed Upon Sale to be entitled to quiet title free and clear of the deed of trust since there was no defective sale. The COURT FINDS the deed recitals are conclusive. (c) U.S. Bank is not Entitled to Equitable Relief. The Nevada Supreme Court stated that when a BFP has no notice of a pre-sale dispute, such as an attempted tender, equity cannot be granted to the tendering party, who could defeat any BFP status by giving notice of an attempt to pay. Equitable relief cannot be granted to a party who</i></p>

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ignored earlier remedies and allowed a BFP to purchase the property, when the relief would be to the detriment to the BFP. Here, the Bank failed to adequately protect its interest. It failed to try for earlier remedies and allowed a BFP to purchase the property. The COURT FINDS equitable relief is no longer available to the Bank. (d) The Foreclosure Deed and Sale are Presumed Valid. SFR contends that U.S. Bank cannot overcome the presumptions that (1) the Association and its agent obeyed the law, (2) the property was conveyed to SFR, (3) the Association foreclosure sale was fair and regular, and conducted in the ordinary course of business. The COURT FINDS the DOT was extinguished by the Association foreclosure sale and since the property was conveyed to SFR, SFR is entitled to summary judgment on its claim for quiet title and permanent injunction. Nationstar has not overcome the conclusive presumption that the foreclosure sale and resulting deed are valid, and SFR can rely on the conclusive recitals in the foreclosure deed. Unjust Enrichment U.S. Bank To prevail on a claim for unjust enrichment, U.S. Bank must show that it conferred a benefit on SFR, that SFR appreciated such benefit, and there was acceptance and retention by [SFR] of such benefit under circumstances such that it would be inequitable for [SFR] to retain the benefit without payment of the value thereof. *Unionamerica Mtg. v. McDonald*, 97 Nev. 210 212 (1981). Under NRCP 16.1(a)(1)(C), a party is required to produce, without awaiting a discovery request . . . [a] computation of any category of damages claimed. U.S. Bank contends that SFR has benefited from U.S. Bank's payment of taxes, insurance, and homeowner's association assessments since the time of the HOA sale. However, U.S. Bank has not proven this to be true nor produced evidence that any such payments were made. Further, U.S. Bank has never disclosed any special damages under NRCP 16.1 on this issue. There being no evidence that U.S. Bank paid any monies toward the property or that SFR benefited from these payments. Therefore, the COURT FINDS U.S. Bank's claim for unjust enrichment fails as a matter of law. Tender and Bona Fide Purchaser Nationstar contends a proper tender was made on 9/2/10 for the amount of \$207.00 which represented the statutory super-priority amount of the HOA's lien at \$23.00 per month for months, thereby discharging the super priority lien in dispute. The Nevada Supreme Court held in *Horizons at Seven Hills v. Ikon Holdings*, 132 Nev. Adv. Op. 35, 373 P.3d 66 (2016) that the superpriority lien granted by NRS 116.3116(2) does not include an amount for collection fees and foreclosure costs incurred; rather it is limited to an amount equal to the common expense assessments due during the nine months before foreclosure. While this Court acknowledges that in *Horizons at Seven Hills v. Ikon*, the association in question did not foreclose, the Nevada Supreme Court's in depth review of legislative history and statutory interpretation indicates the superpriority portion in question does not include fees and costs. *Id.* at 70. Therefore, the COURT FINDS said tender of \$207.00 was the proper amount of the superpriority lien, as it months of assessments under NRS 116.3116(2). The question then hinges on whether this tender precludes SFR from taking said property free and clear of Nationstar's interest, or whether SFR takes said property subject to Nationstar's interest. The Court looks to whether refusal of the tender was grounded on an honest belief that the tender was insufficient. See, 59 C.J.S. *Mortgages* 582 (2016); *Bank of Am., N.A. v. Rugged Oaks Investments, LLC*, 68504, 2016 WL 5219841, at *1 (Nev. Sept. 16, 2016) (It has been held... that a good and sufficient tender on the day when payment is due will relieve the property from the lien of the mortgage, except where the refusal [of payment] was... grounded on an honest belief that the tender was insufficient.). Nationstar's tender of the past due assessments in the amount of \$207.00 occurred on 9/2/10, which was rejected by the HOA Trustee. However, SFR did not have knowledge of this tender, either by inquiry notice or constructive notice. Nationstar has failed to set forth sufficient information that proper notice of the tender was provided, such that individuals or entities would be put on notice of the same. The Association rejected the payment in good faith. Nationstar failed to record its performance so as to protect itself from third-party purchasers as required by NV law. David Alessi testified that Alessi & Koenig did not receive the letter with the check. If Alessi & Koenig never received the purported tender there was nothing to reject. All Nationstar has is a copy of the purported check and a screenshot, neither of which are properly admissible. Further, Doug Miles was not disclosed and has defects of his affidavit. Nationstar is lacking admissible evidence to establish the delivery of the check, or admissible evidence that the check was rejected without explanation. Thus, SFR was a bona fide purchaser (BFP). A subsequent purchaser is bona fide under common-law principles if it takes the property for a valuable consideration and without notice of the prior equity, and without notice of facts which upon diligent inquiry would be indicated and from which notice would be imputed to him, if he failed to make such inquiry. *Bailey v. Butner*, 64 Nev. 1, 19, 176 P.2d 226, 234 (1947) (emphasis omitted); see also *Moore v. De Bernardi*, 47 Nev. 33, 54, 220 P. 544, 547 (1923) (The decisions are uniform that the bona fide purchaser of a legal title is not affected by any latent equity founded either on a trust, [e]ncumbrance, or otherwise, of which he has no notice, actual or constructive.). The Nevada Supreme Court has further held, that [w]here the complaining party has access to all the facts surrounding the questioned transaction and merely makes a mistake as to the legal consequences of his act, equity should normally not interfere, especially where the rights of third parties might be prejudiced thereby. *Shadow*

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CASE NO. A-14-705563-C

Wood 366 P.3d at 1116 (quoting Nussbaumer v. Sup. Ct. in & for Yuma Cty., 107 Ariz. 504, 489 P.2d 843, 846 (1971)). In Shadow Wood, the Nevada Supreme Court held that [c]onsideration of harm to potentially innocent third parties is especially pertinent where [the lender] did not use the legal remedies available to it to prevent the property from being sold to a third party, such as by seeking a temporary restraining order and preliminary injunction and filing a lis pendens on the property. . Shadow Wood, 366 P.3d at 1114 fn. 7. Here, Nationstar was in the position to take any number of simple steps to avoid a BFP issue and simply failed to take such action. Nationstar has failed to offer any evidence to refute that SFR had no knowledge of a prior equity and paid valuable consideration. Nationstar has failed to offer evidence to refute that SFR had no knowledge of a prior equity and paid valuable consideration. Lastly, in the Hardin declaration, SFR provided evidence of being a BFP. The COURT FINDS Nationstar failed to protect its interest in said property, and SFR is a BFP. Grossly inadequate sales price and commercial unreasonableness Nationstar contends the sales price at the HOA foreclosure sale was grossly inadequate and was commercially unreasonable. To set aside an association foreclosure sale on a theory of commercial unreasonableness there must be a showing of grossly inadequate price, plus, fraud, unfairness, or oppression. Shadow Wood HOA v. N.Y. Cmty. Bancorp., 132 Nev. Adv. Op. 5, 366 P.3d 1105, 1112 (2016) (citing Long v. Towne, 98 Nev. 11, 13, 639, P.2d 528, 530 (1982)) See also Centeno v. JP Morgan Chase Bank, N.A., 67365, 2016 WL 1122449, at *1 (Nev. Mar. 18, 2016)(unpublished Order Vacating and Remanding)(Holding a low sales price is not a basis for voiding a foreclosure sale absent fraud, unfairness, oppression...) See also Golden v. Tomiyasu, 79 Nev. 503, 514, 387 P.2d 989, 995 (1963) (stating that, while a power-of-sale foreclosure may not be set aside for mere inadequacy of price, it may be if the price is grossly inadequate and there is in addition proof of some element of fraud, unfairness, or oppression (internal quotation omitted))). The Supreme Court of Nevada recently clarified that in Nevada, courts retain the power to grant equitable relief from a defective [association] foreclosure sale when appropriate Shadow Wood Homeowners Ass'n, Inc. v. New York Cmty. Bancorp, Inc., 366 P.3d 1105, 1110 (Nev.2016) (en banc). [D]emonstrating that an association sold a property at its foreclosure sale for an inadequate price is not enough to set aside a foreclosure sale; there must also be a showing of fraud, unfairness, or oppression. Id. (citing Long, 98 Nev. 11, 639 P.2d 530). In considering whether equity supports setting aside the sale in question, the Court is to consider any other factor bearing on the equities, including actions or inactions of both parties seeking to set aside the sale and the impact on a bona fide purchaser for value. Id. at 1114 (finding courts must consider the entirety of the circumstances that bear upon the equities). Here, Nationstar contends that the sale should be set aside under equitable principles because the sale of the Property for less than 20% of its fair market value is grossly inadequate. The Court, however, does not find this argument to be persuasive. The analysis for finding fraud, unfairness, or oppression applies to the seller (HOA) and purchaser (RJRN), not whatever mistake may have occurred by the HOA in rejecting tender or accepting payments from the Borrower. See Golden v. Tomiyasu, 79 Nev. 503, 513, 387 P.2d 989, 994 (reviewing fraud and collusion between the foreclosing trustee and bidders, not fraud, unfairness, or oppression in the underlying trustee's substantive actions). See also Centeno v. JP Morgan Chase Bank, N.A., 67365, 2016 WL 1122449, at *1 (Nev. Mar. 18, 2016)(unpublished Order Vacating and Remanding)(Holding a low sales price is not a basis for voiding a foreclosure sale absent fraud, unfairness, oppression...). Because Nationstar failed to set forth material issues of fact demonstrating some fraud, unfairness, or oppression with the actual sale to demonstrate commercial unreasonableness, the COURT FINDS the sale in question was commercially reasonable. Slander of Title - Nationstar On 8/31/15 Nationstar recorded a lis pendens against the property. NRS 14.015 sets forth the requirements for maintaining a lis pendens on a property. Here, when Nationstar recorded the lis pendens, it did not have a pending action that was for (1) foreclosure or (2) that affected title or possession of the property and still has no pending claims against SFR today. The NRCP30(b)(6) deposition of U.S. Bank and Nationstar, concedes that Nationstar only services the loan and that it does not have an interest in the promissory note or deed of trust. Because Nationstar lacked any basis to record the lis pendens against the property in the first place and still lacks basis to maintain it, SFR is entitled to a judgment from this Court that the lis pendens be expunged. SFR's claims against Moore and Gotera pursuant to NRS 116.31166(2) Pursuant to NRS 116.31166(2), when SFR made the highest bid and purchased the property at the Association sale, it obtained the title of the unit's owner without equity or right of redemption. Thus, any interest Moore and/or Gotera could claim in the property was extinguished. On 6/27/18 default was entered against Moore and Gotera for failing to answer SFR's complaint. Therefore, COURT ORDERED Counter-Defendant SFR's Motion for Summary Judgment GRANTED and Cross-Defendant Nationstar's Motion for Summary Judgment DENIED. Counsel for Counter-Defendant SFR is directed to submit a proposed order consistent with the foregoing within ten (10) days after counsel is notified of the ruling and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and be approved as to form and content by Cross-

CASE SUMMARY

CASE NO. A-14-705563-C



Defendant Nationstar s counsel. CLERK'S NOTE: A copy of this minute order was distributed to the following via email: Melanie Morgan, Esq. (melanie.morgan@akerman.com) Diana Cline, Esq. (victoria@hkimlaw.com) .9/4/18 lk;

09/04/2018	CANCELED Bench Trial (10:00 AM) (Judicial Officer: Villani, Michael) <i>Vacated - per Judge</i>
02/05/2019	 Minute Order (8:24 AM) (Judicial Officer: Cory, Kenneth) Minute Order - No Hearing Held; Journal Entry Details: <i>The Court has disqualified it self from any cases for which Douglas Gerrard is counsel, due to the fact the Court attends church with Mr. Gerrard and has a personal friendship with him. To avoid the appearance of impropriety and implied bias, this Court hereby disqualifies itself and ORDERS, this case be REASSIGNED at random.;</i>
03/26/2019	 Motion For Reconsideration (9:00 AM) (Judicial Officer: Sturman, Gloria) <i>Defendant Nationstar Mortgage, LLC's Motion for Reconsideration and/or To Alter/Amend Judgment</i> Minute Order Dated 02-05-19 Granted; Journal Entry Details: <i>Following extensive arguments by counsel, COURT FINDS there were questions fact if tender was received and if the affidavit of counsel was sufficient to overcome testimony of the custodian of records; this Court can reconsider the issues since the case was reassigned; COURT THEREFORE ORDERED, Motion GRANTED.;</i>
12/12/2019	 Calendar Call (9:00 AM) (Judicial Officer: Sturman, Gloria) <i>Calendar Call</i> Trial Date Set; Journal Entry Details: <i>- CALENDAR CALL ALSO PRESENT was Donna Wittig on behalf of US Bank NA Counsels anticipated two days required for the bench trial completion. Following discussion, COURT ORDERED the 1/6/20 Bench Trial VACATED and DATES SET as follows: Pretrial Conference - 1/22/20 10:00 AM - Counsel are to bring in exhibits at this time Bench Trial - 1/29/20 and 1/30/20 @ 1:30 PM Bench Trial - 1/31/20 @ 9:30 AM ;</i>
01/16/2020	 Calendar Call (9:00 AM) (Judicial Officer: Sturman, Gloria) Trial Date Set; Journal Entry Details: <i>Following colloquy regarding the five-year rule, COURT ORDERED Trial Dates SET; Pre Trial Conference SET. 02/05/20 10:30 AM PRE TRIAL CONFERENCE 02/10/20 9:00 AM BENCH TRIAL 02/11/20 1:30 PM BENCH TRIAL;</i>
01/22/2020	CANCELED Pre Trial Conference (10:00 AM) (Judicial Officer: Sturman, Gloria) <i>Vacated - per Stipulation and Order</i>
01/29/2020	CANCELED Bench Trial (1:30 PM) (Judicial Officer: Sturman, Gloria) <i>Vacated - per Stipulation and Order</i>
01/30/2020	CANCELED Bench Trial (1:30 PM) (Judicial Officer: Sturman, Gloria) <i>Vacated - per Stipulation and Order</i>
02/05/2020	 Pre Trial Conference (10:30 AM) (Judicial Officer: Sturman, Gloria) Matter Heard; Journal Entry Details: <i>Counsel agreed to move the trial start time to 10:00 AM. Ms. Morgan stated the scope was narrow and the only issue of fact being delivery of the Miles Bauer letter and the impact of NRS 106.240. COURT FINDS Alessi and Koenig was out of the case with their bankruptcy filing and there were no interplead funds by them. Further, the only parties left were from counterclaims and/or third parties. ;</i>

EIGHTH JUDICIAL DISTRICT COURT

CASE SUMMARY

CASE NO. A-14-705563-C

02/10/2020	 Bench Trial (10:00 AM) (Judicial Officer: Sturman, Gloria) Judgment for the Plaintiff; Journal Entry Details: <i>Also present, Edward Hine, Representative of US Bank NA. Court advised US Bank and SFR are the only parties in the case; all the other remaining parties are out of the case. Ms. Morgan moved to admit Exhibit 26, Bate Nos. 0036-42, Alessi and Koenig's collection file, the custodian of records affidavit of David Alessi. Ms. Hanks objected as to authenticity. Court advised it was not clear if there was an error in reproducing the document or if the error came from Alessi's office, noting the documents in the middle of the affidavit had nothing to do with the affidavit. Ms. Morgan stated she spoke with Mr. Alessi and he indicated he would be present at 1:15 p.m. Counsel stipulated to Exhibits 3 and 19; Exhibit 33 admitted over objection and 34 admitted without objection. (See worksheets). Colloquy regarding case law. COURT RECESSED until 1:15 p.m. Following recess, testimony and exhibits presented. (See worksheets) Ms. Morgan RESTED. At the conclusion of Plaintiff's case, Ms. Hanks made an oral 52(c) motion. Following arguments by counsel, which the Court considered, COURT ORDERED, Motion DENIED. Arguments by counsel regarding their respective relief. COURT FINDS that proper tender was made and finds in favor of the Bank. Mr. Stern to prepare Order. At the request of counsel, all unused exhibits were destroyed. ;</i>
05/07/2020	 Status Check (1:00 AM) (Judicial Officer: Sturman, Gloria) Status of Dueling Orders Advance Decision Vacate; Journal Entry Details: <i>COURT ORDERED, Hearing VACATED as the order was received and signed on May 4, 2020.;</i>

DATE	FINANCIAL INFORMATION
	Counter Defendant Alessi and Koenig LLC Total Charges 273.00 Total Payments and Credits 273.00 Balance Due as of 8/13/2020 0.00
	Cross Defendant Moore, Stacy Total Charges 5.50 Total Payments and Credits 5.50 Balance Due as of 8/13/2020 0.00
	Cross Defendant Nationstar Mortgage LLC Total Charges 423.00 Total Payments and Credits 423.00 Balance Due as of 8/13/2020 0.00
	Counter Defendant US Bank NA Total Charges 447.00 Total Payments and Credits 447.00 Balance Due as of 8/13/2020 0.00
	Cross Claimant SFR Investments Pool 1 LLC Total Charges 897.00 Total Payments and Credits 897.00 Balance Due as of 8/13/2020 0.00
	Counter Defendant US Bank NA Security Cost Bond Balance as of 8/13/2020 500.00

CIVIL COVER SHEET

A- 14- 705563- C

CLARK County, Nevada

XX

Case No. _____

(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): Alessi & Koenig, LLC

Attorney (name/address/phone): Huong Lam, Esq. / 9500 W.
Flamingo Road, Suite 205; Las Vegas, Nevada 89147 / (702) 222-4033Defendant(s) (name/address/phone): Stacy Moore; Magnolia Gotera;
JWBNO Revocable Living Trust; U.S. Bank, N.A.; Nationstar
Mortgage, LLC; Republic Silver State Disposal, Inc., dba
Republic Services

Attorney (Name/Address/Phone):

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)☐ **Arbitration Requested****Civil Cases**

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
<input type="checkbox"/> Probate Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	
	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input checked="" type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input checked="" type="checkbox"/> Other Civil Matters	

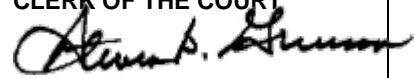
III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- | | | |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

Date

Signature of initiating party or representative

Nevada Bar No. 10916



FFCL
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*Attorneys for Nationstar Mortgage LLC and U.S.
Bank, National Association, as Trustee for the
Certificateholders of the LXS 2006-4N Trust Fund,
erroneously pled as U.S. Bank, N.A.*

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

ALESSI & KOENIG, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

STACY MOORE, an individual; MAGNOLIA
GOTERA, an individual; KRISTEN JORDAL,
AS TRUSTEE FOR THE JBNWO
REVOCABLE LIVING TRUST; U.S. BANK,
N.A.; NATIONSTAR MORTGAGE, LLC;
REPUBLIC SILVER STATE DISPOSAL, INC.,
et al.;

Defendants.

U.S. BANK, N.A.,

Counterclaimant,

vs.

ALESSI & KOENIG, LLC, a Nevada limited
liability company,

Counter-Defendant.

Case No.: A-14-705563-C

Dept.: XXVI

**PROPOSED FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
JUDGMENT**

<input type="checkbox"/>	Voluntary Dismissal	<input checked="" type="checkbox"/>	Summary Judgment
<input type="checkbox"/>	Involuntary Dismissal	<input type="checkbox"/>	Stipulated Judgment
<input type="checkbox"/>	Stipulated Dismissal	<input type="checkbox"/>	Default Judgment
<input type="checkbox"/>	Motion to Dismiss by Deft(s)	<input type="checkbox"/>	Judgment of Arbitration

U.S. BANK, N.A.

Third-Party Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a Nevada
limited liability company, et al.

Third-Party Defendants.

This matter proceeded to a bench trial on February 10, 2020. Karen Hanks, Esq. and Jason Martinez, Esq. appeared on behalf of SFR. Melanie Morgan Esq. and Ariel Stern, Esq. appeared on behalf of U.S. Bank. Having reviewed and considered the evidence and arguments of counsel, for the reasons stated on the record and in the pleadings, and good cause appearing, this Court makes the following findings of fact and conclusions of law.¹

FINDINGS OF FACT

1. In 1991, Nevada adopted the Uniform Common Interest Ownership Act as NRS 116, including NRS 116.3116(2). (FOFCOL² at ¶1).

2. On June 21, 2000, Shadow Mountain Ranch Community Association (Association) perfected and gave notice of its lien by recording its Declaration of Covenants, Conditions, and Restrictions (CC&Rs) in the Official Records of the Clark County Recorder in Book No. 20000621 as Instrument No. 01735. (*Id.* at ¶2).

Property Transfers, The Deed of Trust, and Assignments

3. On November 21, 2005, a Grant, Bargain, Sale Deed was recorded in the Official Records of the Clark County Recorder as Instrument No. 20051121-0005566, transferring real property located at 5327 Marsh Butte Street, Las Vegas, Nevada 89148; Parcel No. 163-30-312-007 (the property) to Magnolia Gotera. (*Id.* at ¶3).

///

¹ Any findings of fact that are more appropriately conclusions of law shall be so deemed. Any conclusions of law that are more appropriately findings of fact shall be so deemed.

² References to "FOF&COL" pertain to the Findings of Fact and Conclusions of Law filed on November 29, 2018 following the hearing on SFR, U.S. Bank and Nationstar's competing motions for summary judgment.

1 4. On November 21, 2005, a Deed of Trust listing Countrywide Home Loans, Inc. as
2 lender, with Mortgage Electronic Registration Systems, Inc. (MERS) as beneficiary, was recorded in
3 the Official Records of the Clark County Recorder as Instrument No. 20051121-0005567 (deed of
4 trust). (*Id.* at ¶4).

5 5. A Notice of Default and Election to Sell under Deed of Trust was recorded in the
6 Official Records of the Clark County Recorder on January 22, 2008 as Instrument No. 20080122-
7 0002564. (Jt. Trial Ex. 33).

8 6. On March 20, 2008, a Rescission of Election to Declare Default was recorded in the
9 Official Records of the Clark County Recorder as Instrument No.20080320-0001352. (Jt. Trial Ex.
10 34).

11 7. On May 27, 2011, a Grant Deed transferring the Property to JBWNO Revocable Living
12 Trust was recorded in the Official Records of the Clark County Recorder as Instrument No.
13 201105270004010. (*Id.* at ¶7).

14 8. On May 27, 2011, a Grant Deed transferring the Property to Stacy Moore was recorded
15 in the Official Records of the Clark County Recorder as Instrument No. 201105270004011. (*Id.* at ¶8).

16 9. On November 2, 2011, an assignment of deed of trust purportedly transferring the deed
17 of trust from MERS to U.S. Bank was recorded in the Official Records of the Clark County Recorder
18 as Instrument. No. 201111070000754. (*Id.* at ¶9).

19 **Default and HOA Foreclosure Sale**

20 10. On September 2, 2010, MERS as nominee for BAC Home Loans Servicing, LP,
21 through its counsel, Rock Jung of Miles, Bauer, Bergstrom & Winters, LLP, sent a letter to the
22 Association and Alessi requesting a superpriority payoff of the Association's lien. In response, Alessi
23 provided a payoff with a total amount due of \$3,544. On September 28, 2010, Miles Bauer sent a
24 check for \$207.00 to Alessi, which represented nine months of common assessments at \$23.00 per
25 month. (*See* FOF&COL at 15 in conjunction with order granting Nationstar's motion for
26 reconsideration at ¶¶ 3 and 4).

27 11. Tender of \$207.00 was the proper amount of the superpriority lien, as it was nine
28 months of assessments under NRS 116.3116(2). (FOF&COL at ¶ P).

12. Alessi received the Miles Bauer check and September 28, 2010 letter, but rejected the payment. (Jt. Trial Ex. 26 at NATIONSTAR00174-176; trial testimony of David Alessi; FOF&COL at ¶ Q).

13. On December 10, 2013, the Association recorded a Notice of Trustee's Sale in the Official Records of the Clark County. Recorder as Instrument No. 201307150002689 (Notice of Sale). (*See id.* at ¶17).

14. On January 8, 2014, Alessi held a public non-judicial foreclosure auction for the property. (*See id.* at ¶20).

15. SFR placed the highest cash bid of \$59,000.00. (*See id.* at ¶20).

16. The Trustee's Deed Upon Sale was recorded in the Official Records of the Clark County Recorder as Instrument No. 201401130001460 (Foreclosure Deed). (*Id.* at ¶24).

CONCLUSIONS OF LAW

A. Douglas Miles was properly disclosed as a witness in Nationstar's Second Supplemental Disclosure of Documents and Witnesses which was electronically served on SFR's counsel on June 1, 2019 and that and the Affidavit of Douglas Miles met the criteria of NRS 52.260 as a custodial declaration to authenticate the business records of the Miles Bauer Bergstrom & Winters law firm, which included the records and letters related to the tender." (Order granting Nationstar's motion for reconsideration at ¶ 3).

B. The documents related to the tender were also properly authenticated through the Affidavit of Rock Jung, Esq., which satisfies the requirements of NRS 52.025, as testimony of a person with personal knowledge." (Order granting Nationstar's motion for reconsideration at ¶ 4).

C. The Nevada Supreme Court held in *Horizon at Seven Hills Homeowners Association v. Ikon Holdings, LLC*, 132 Nev. Adv. Op. 35, at 13 (Nev. April 28, 2016), that the superpriority lien granted by NRS 116.3116(2) does not include an amount for collection fees and foreclosure costs incurred; rather it is limited to an amount equal to the common expense assessments due during the nine months before foreclosure. While this Court acknowledges that in *Horizon at Seven Hills v. Ikon*, the association in question did not foreclose, the Nevada Supreme Court's in depth review of legislative history and statutory interpretation indicates the superpriority portion in question does not include fees

1 and costs. *Id.* at 70. Therefore, the court finds Miles Bauer's tender of \$207.00 was the proper amount
2 of the superpriority lien, as it was nine months of assessments under NRS 116.3116(2). (FOF&COL
3 at ¶ P).

4 D. In *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408 (2014), the Nevada
5 Supreme Court clearly stated that a first deed of trust holder's pre-foreclosure tender prevents the first
6 deed of trust from being extinguished. 334 P.3d at 414 ("[A]s junior lienholder, [the holder of the first
7 deed of trust] could have paid off the [HOA] lien to avert loss of its security[.]").

8 E. Here, U.S. Bank's predecessor's attempt to pay the statutory superpriority portion of the
9 Association's lien, prior to the foreclosure sale, extinguished the superpriority portion of the
10 Association's lien pursuant to the tender doctrine.

11 F. The Nevada supreme court has held that a lender's tender of the superpriority portion
12 of the statutory HOA lien extinguishes the superpriority lien, even if the tender is rejected. *Bank of*
13 *America v. SFR Investments Pool 1, LLC*, 427 P.3d 113, 118-20 (Nev. 2018) (hereinafter ***Diamond***
14 ***Spur***).

15 G. *Diamond Spur* further confirmed that (1) the letters Miles Bauer routinely sent in
16 conjunction with its tender check contained only one condition, upon which the tendering party had
17 the right to insist, and therefore do not contain impermissible conditions; (2) an association or an
18 association trustee's rejection of the tender check on the basis that it did not satisfy the entire amount
19 of the lien—or anything more than nine months of assessments and any nuisance abatement charges—is
20 not a good faith rejection; (3) the tendering party was neither required to record its tender nor “keep it
21 good” by paying the amount into court in order to discharge the superpriority portion of the
22 association's lien; and (4) that bona fide purchaser status is irrelevant in superpriority tender cases.
23 *Id.* at 117-21.

24 H. The tender check at issue in this case constituted a valid tender sufficient to discharge
25 the superpriority portion of the statutory HOA lien.

26 I. U.S. Bank's predecessor's tender was sufficient to discharge the superpriority portion
27 of the statutory association lien.

28 ///

1 J. The tender letter Miles Bauer sent, and Alessi received, in conjunction with its
2 superpriority payment did not contain any conditions and, therefore, the tender was unconditional.
3 Even if the tender letter did contain conditions, they were conditions upon which U.S. Bank's
4 predecessor had the right to insist. *See Diamond Spur*, 427 P.3d at 118.

5 K. U.S. Bank's predecessor was also not required to record notice of its superpriority
6 tender pursuant to either NRS 111.315 or NRS 106.220. *Id.* at 119. NRS 111.315 does not apply to
7 the tender because an association's lien does not create, alienate, assign, or surrender an interest in
8 land. Instead, “it *preserves* a pre-existing interest, which does not require recording.” *Id.* (emphasis
9 in original). With respect to NRS 106.220, U.S. Bank's predecessor cured the statutory superpriority
10 portion of the Association's lien by operation of law, as opposed to by recording a written instrument,
11 and therefore NRS 106.220 is not applicable.

12 L. Nevada law did not require U.S. Bank's predecessor to take any further steps to solidify
13 the legal effect of its tender, such as paying the money into court. *Id.* at 120. Imposing such a
14 requirement would “negate[] the purpose behind the unconventional HOA split-lien scheme: prompt
15 and efficient payment of the HOA assessment fees on defaulted properties.” *Id.*

16 M. Because U.S. Bank's predecessor tendered and satisfied the superpriority portion of the
17 Association's lien prior to the Association's foreclosure, the Association could only foreclosure on the
18 sub-priority portion of its lien. Therefore, SFR purchased only the sub-priority portion of the
19 Association's lien and took the property subject to the Deed of Trust.

20 N. At the close of U.S. Bank's case in chief, SFR moved under NRCP 52(c), arguing the
21 Deed of Trust was extinguished through operation of NRS 106.240. U.S. Bank opposed on procedural
22 and substantive grounds. The court considers SFR's NRS 106.240 argument on its substantive
23 merits. In deciding SFR's motion, the court has reviewed and considered the following, among other
24 things: the parties' trial briefs and the cases cited therein, the arguments of counsel at trial, and the
25 text of NRS 106.240. On that basis, the court denies SFR's NRCP 52(c) motion.

26 O. U.S. Bank protected its Deed of Trust from NRS 106.240 by filing the subject quiet
27 title action on August 18, 2015, prior to ten years following the date upon which SFR claims the loan
28

1 obligation became "wholly due." U.S. Bank did not need to do anything else to avoid operation of
2 NRS 106.240.

3 P. In addition, NRS 106.240 does not apply because SFR is not a party to the note and is
4 not subject to any type of enforcement action concerning the underlying loan obligation. The court
5 has considered *Pro-Max Corp. v. Feenstra*, 117 Nev. 90, 16 P.3d 1074 (2001), and finds the case does
6 not help SFR. As a non-party to the note not subject to personal liability on the obligation, NRS
7 106.240 does not apply to SFR.

8 Q. If any of these conclusions of law are more properly considered findings of fact, they should
9 be so construed.

10 **JUDGMENT**

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that when Shadow Mountain
12 Ranch Homeowners Association foreclosed on its lien on January 8, 2014, it foreclosed only on the
13 sub-priority portion of its lien;

14 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** the deed of trust, recorded
15 November 21, 2005, with the Clark County, Nevada Recorder's Office as Instrument No. 20051121-
16 0005667 remains a valid, secured encumbrance against the property located at 5327 March Butte St.,
17 Las Vegas, Nevada 89148; APN 163-30-312-007;

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED**, all persons or entities
19 whom were granted title or an interest in the property through the Association's January 8, 2014
20 foreclosure sale took such title or interest subject to the deed of trust.

21 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Notice of Lis
22 Pendens recorded against the property on August 31, 2015 as Instrument No. 20150831-0001732 is
23 hereby expunged.

24 ///

25 ///

26 ///

27 ///

28 ///

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the Notice of Lis Pendens recorded against the property on March 18, 2016 as Instrument No. 20160318-0000035 is hereby expunged

DATED April 30, 2020.



DISTRICT COURT JUDGE
Case Number: A-14-705563-C

Submitted by:

AKERMAN LLP

/s/ Melanie D. Morgan

MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

DONNA M. WITTIG, ESQ.

Nevada Bar No. 11015

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

*Attorneys for Nationstar Mortgage LLC
and U.S. Bank, National Association, as
Trustee for the Certificateholders of the
LXS 2006-4N Trust Fund, erroneously
pled as U.S. Bank, N.A.*

Not approved as to content and
submitting competing order:

Kim Gilbert Ebron

/s/

Karen L. Hanks, Esq.

Nevada Bar No. 9578

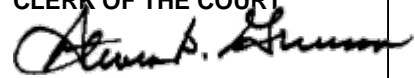
Jason G. Martinez, Esq.

Nevada Bar No. 13375

7625 Dean Martin Drive, Suite 110

Las Vegas, NV 89139

*Attorneys for SFR Investments Pool 1,
LLC*



NEFF
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Attorneys for Defendant, Nationstar Mortgage, LLC and Defendant/Counterclaimant/Third-Party Defendant U.S. Bank, National Association, as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund, erroneously pled as U.S. Bank, N.A.

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

ALESSI & KOENIG, LLC, a Nevada limited liability company,

Plaintiff,

vs.

STACY MOORE, an individual; MAGNOLIA GOTERA, an individual; KRISTEN JORDAL, AS TRUSTEE FOR THE JBWNO REVOCABLE LIVING TRUST; U.S. BANK, N.A.; NATIONSTAR MORTGAGE, LLC; REPUBLIC SILVER STATE DISPOSAL, INC., et al.;

Defendants.

U.S. BANK., N.A.,,

Counterclaimant,

vs.

ALESSI & KOENIG, LLC, a Nevada limited liability company,

Counter-Defendant.

Case No.: A-14-705563-C

Dept.: XXVI

NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT

1 U.S. BANK, N.A.

2 Third-Party Plaintiff,

3 vs.

4 SFR INVESTMENTS POOL 1, LLC, a Nevada
5 limited liability company, et al.

6 Third-Party Defendants.

7 **TO: ALL PARTIES OF RECORD AND THEIR COUNSEL:**

8 PLEASE TAKE NOTICE that the Findings of Fact, Conclusions of Law and Judgment has
9 been entered on April 30, 2020, a copy of which is attached hereto.

10 DATED May 4, 2020.

11 **AKERMAN LLP**

12 /s/ Melanie D. Morgan

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14 Nevada Bar No. 8215

15 DONNA M. WITTIG, ESQ.

16 Nevada Bar No. 11015

17 1635 Village Center Circle, Suite 200

18 Las Vegas, Nevada 89134

19 *Attorneys for Defendant, Nationstar Mortgage, LLC*
20 *and Defendant/Counterclaimant/Third-Party Defendant*
21 *U.S. Bank, National Association, as Trustee for the*
22 *Certificateholders of the LXS 2006-4N Trust Fund,*
23 *erroneously pled as U.S. Bank, N.A.*
24
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of AKERMAN LLP, and that on this 4th day of May, 2020, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof and served through the Notice of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List as follows:

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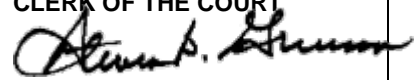
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/s/ Patricia Larsen

An employee of AKERMAN LLP

EXHIBIT A

EXHIBIT A



FFCL
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*Attorneys for Nationstar Mortgage LLC and U.S.
Bank, National Association, as Trustee for the
Certificateholders of the LXS 2006-4N Trust Fund,
erroneously pled as U.S. Bank, N.A.*

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

ALESSI & KOENIG, LLC, a Nevada limited
liability company,

Plaintiff,

vs.

STACY MOORE, an individual; MAGNOLIA
GOTERA, an individual; KRISTEN JORDAL,
AS TRUSTEE FOR THE JBWNO
REVOCABLE LIVING TRUST; U.S. BANK,
N.A.; NATIONSTAR MORTGAGE, LLC;
REPUBLIC SILVER STATE DISPOSAL, INC.,
et al.;

Defendants.

U.S. BANK, N.A.,

Counterclaimant,

vs.

ALESSI & KOENIG, LLC, a Nevada limited
liability company,

Counter-Defendant.

Case No.: A-14-705563-C

Dept.: XXVI

**PROPOSED FINDINGS OF FACT,
CONCLUSIONS OF LAW AND
JUDGMENT**

<input type="checkbox"/>	Voluntary Dismissal	<input checked="" type="checkbox"/>	Summary Judgment
<input type="checkbox"/>	Involuntary Dismissal	<input type="checkbox"/>	Stipulated Judgment
<input type="checkbox"/>	Stipulated Dismissal	<input type="checkbox"/>	Default Judgment
<input type="checkbox"/>	Motion to Dismiss by Deft(s)	<input type="checkbox"/>	Judgment of Arbitration

U.S. BANK, N.A.

Third-Party Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC, a Nevada
limited liability company, et al.

Third-Party Defendants.

This matter proceeded to a bench trial on February 10, 2020. Karen Hanks, Esq. and Jason Martinez, Esq. appeared on behalf of SFR. Melanie Morgan Esq. and Ariel Stern, Esq. appeared on behalf of U.S. Bank. Having reviewed and considered the evidence and arguments of counsel, for the reasons stated on the record and in the pleadings, and good cause appearing, this Court makes the following findings of fact and conclusions of law.¹

FINDINGS OF FACT

1. In 1991, Nevada adopted the Uniform Common Interest Ownership Act as NRS 116, including NRS 116.3116(2). (FOFCOL² at ¶1).

2. On June 21, 2000, Shadow Mountain Ranch Community Association (Association) perfected and gave notice of its lien by recording its Declaration of Covenants, Conditions, and Restrictions (CC&Rs) in the Official Records of the Clark County Recorder in Book No. 20000621 as Instrument No. 01735. (*Id.* at ¶2).

Property Transfers, The Deed of Trust, and Assignments

3. On November 21, 2005, a Grant, Bargain, Sale Deed was recorded in the Official Records of the Clark County Recorder as Instrument No. 20051121-0005566, transferring real property located at 5327 Marsh Butte Street, Las Vegas, Nevada 89148; Parcel No. 163-30-312-007 (the property) to Magnolia Gotera. (*Id.* at ¶3).

///

¹ Any findings of fact that are more appropriately conclusions of law shall be so deemed. Any conclusions of law that are more appropriately findings of fact shall be so deemed.

² References to "FOF&COL" pertain to the Findings of Fact and Conclusions of Law filed on November 29, 2018 following the hearing on SFR, U.S. Bank and Nationstar's competing motions for summary judgment.

1 4. On November 21, 2005, a Deed of Trust listing Countrywide Home Loans, Inc. as
2 lender, with Mortgage Electronic Registration Systems, Inc. (MERS) as beneficiary, was recorded in
3 the Official Records of the Clark County Recorder as Instrument No. 20051121-0005567 (deed of
4 trust). (*Id.* at ¶4).

5 5. A Notice of Default and Election to Sell under Deed of Trust was recorded in the
6 Official Records of the Clark County Recorder on January 22, 2008 as Instrument No. 20080122-
7 0002564. (Jt. Trial Ex. 33).

8 6. On March 20, 2008, a Rescission of Election to Declare Default was recorded in the
9 Official Records of the Clark County Recorder as Instrument No.20080320-0001352. (Jt. Trial Ex.
10 34).

11 7. On May 27, 2011, a Grant Deed transferring the Property to JBWNO Revocable Living
12 Trust was recorded in the Official Records of the Clark County Recorder as Instrument No.
13 201105270004010. (*Id.* at ¶7).

14 8. On May 27, 2011, a Grant Deed transferring the Property to Stacy Moore was recorded
15 in the Official Records of the Clark County Recorder as Instrument No. 201105270004011. (*Id.* at ¶8).

16 9. On November 2, 2011, an assignment of deed of trust purportedly transferring the deed
17 of trust from MERS to U.S. Bank was recorded in the Official Records of the Clark County Recorder
18 as Instrument. No. 201111070000754. (*Id.* at ¶9).

19 **Default and HOA Foreclosure Sale**

20 10. On September 2, 2010, MERS as nominee for BAC Home Loans Servicing, LP,
21 through its counsel, Rock Jung of Miles, Bauer, Bergstrom & Winters, LLP, sent a letter to the
22 Association and Alessi requesting a superpriority payoff of the Association's lien. In response, Alessi
23 provided a payoff with a total amount due of \$3,544. On September 28, 2010, Miles Bauer sent a
24 check for \$207.00 to Alessi, which represented nine months of common assessments at \$23.00 per
25 month. (*See* FOF&COL at 15 in conjunction with order granting Nationstar's motion for
26 reconsideration at ¶¶ 3 and 4).

27 11. Tender of \$207.00 was the proper amount of the superpriority lien, as it was nine
28 months of assessments under NRS 116.3116(2). (FOF&COL at ¶ P).

12. Alessi received the Miles Bauer check and September 28, 2010 letter, but rejected the payment. (Jt. Trial Ex. 26 at NATIONSTAR00174-176; trial testimony of David Alessi; FOF&COL at ¶ Q).

13. On December 10, 2013, the Association recorded a Notice of Trustee's Sale in the Official Records of the Clark County. Recorder as Instrument No. 201307150002689 (Notice of Sale). (*See id.* at ¶17).

14. On January 8, 2014, Alessi held a public non-judicial foreclosure auction for the property. (*See id.* at ¶20).

15. SFR placed the highest cash bid of \$59,000.00. (*See id.* at ¶20).

16. The Trustee's Deed Upon Sale was recorded in the Official Records of the Clark County Recorder as Instrument No. 201401130001460 (Foreclosure Deed). (*Id.* at ¶24).

CONCLUSIONS OF LAW

A. Douglas Miles was properly disclosed as a witness in Nationstar's Second Supplemental Disclosure of Documents and Witnesses which was electronically served on SFR's counsel on June 1, 2019 and that and the Affidavit of Douglas Miles met the criteria of NRS 52.260 as a custodial declaration to authenticate the business records of the Miles Bauer Bergstrom & Winters law firm, which included the records and letters related to the tender." (Order granting Nationstar's motion for reconsideration at ¶ 3).

B. The documents related to the tender were also properly authenticated through the Affidavit of Rock Jung, Esq., which satisfies the requirements of NRS 52.025, as testimony of a person with personal knowledge." (Order granting Nationstar's motion for reconsideration at ¶ 4).

C. The Nevada Supreme Court held in *Horizon at Seven Hills Homeowners Association v. Ikon Holdings, LLC*, 132 Nev. Adv. Op. 35, at 13 (Nev. April 28, 2016), that the superpriority lien granted by NRS 116.3116(2) does not include an amount for collection fees and foreclosure costs incurred; rather it is limited to an amount equal to the common expense assessments due during the nine months before foreclosure. While this Court acknowledges that in *Horizon at Seven Hills v. Ikon*, the association in question did not foreclose, the Nevada Supreme Court's in depth review of legislative history and statutory interpretation indicates the superpriority portion in question does not include fees

1 and costs. *Id.* at 70. Therefore, the court finds Miles Bauer's tender of \$207.00 was the proper amount
2 of the superpriority lien, as it was nine months of assessments under NRS 116.3116(2). (FOF&COL
3 at ¶ P).

4 D. In *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408 (2014), the Nevada
5 Supreme Court clearly stated that a first deed of trust holder's pre-foreclosure tender prevents the first
6 deed of trust from being extinguished. 334 P.3d at 414 ("[A]s junior lienholder, [the holder of the first
7 deed of trust] could have paid off the [HOA] lien to avert loss of its security[.]").

8 E. Here, U.S. Bank's predecessor's attempt to pay the statutory superpriority portion of the
9 Association's lien, prior to the foreclosure sale, extinguished the superpriority portion of the
10 Association's lien pursuant to the tender doctrine.

11 F. The Nevada supreme court has held that a lender's tender of the superpriority portion
12 of the statutory HOA lien extinguishes the superpriority lien, even if the tender is rejected. *Bank of*
13 *America v. SFR Investments Pool 1, LLC*, 427 P.3d 113, 118-20 (Nev. 2018) (hereinafter ***Diamond***
14 ***Spur***).

15 G. *Diamond Spur* further confirmed that (1) the letters Miles Bauer routinely sent in
16 conjunction with its tender check contained only one condition, upon which the tendering party had
17 the right to insist, and therefore do not contain impermissible conditions; (2) an association or an
18 association trustee's rejection of the tender check on the basis that it did not satisfy the entire amount
19 of the lien—or anything more than nine months of assessments and any nuisance abatement charges—is
20 not a good faith rejection; (3) the tendering party was neither required to record its tender nor “keep it
21 good” by paying the amount into court in order to discharge the superpriority portion of the
22 association's lien; and (4) that bona fide purchaser status is irrelevant in superpriority tender cases.
23 *Id.* at 117-21.

24 H. The tender check at issue in this case constituted a valid tender sufficient to discharge
25 the superpriority portion of the statutory HOA lien.

26 I. U.S. Bank's predecessor's tender was sufficient to discharge the superpriority portion
27 of the statutory association lien.

28 ///

1 J. The tender letter Miles Bauer sent, and Alessi received, in conjunction with its
2 superpriority payment did not contain any conditions and, therefore, the tender was unconditional.
3 Even if the tender letter did contain conditions, they were conditions upon which U.S. Bank's
4 predecessor had the right to insist. *See Diamond Spur*, 427 P.3d at 118.

5 K. U.S. Bank's predecessor was also not required to record notice of its superpriority
6 tender pursuant to either NRS 111.315 or NRS 106.220. *Id.* at 119. NRS 111.315 does not apply to
7 the tender because an association's lien does not create, alienate, assign, or surrender an interest in
8 land. Instead, “it *preserves* a pre-existing interest, which does not require recording.” *Id.* (emphasis
9 in original). With respect to NRS 106.220, U.S. Bank's predecessor cured the statutory superpriority
10 portion of the Association's lien by operation of law, as opposed to by recording a written instrument,
11 and therefore NRS 106.220 is not applicable.

12 L. Nevada law did not require U.S. Bank's predecessor to take any further steps to solidify
13 the legal effect of its tender, such as paying the money into court. *Id.* at 120. Imposing such a
14 requirement would “negate[] the purpose behind the unconventional HOA split-lien scheme: prompt
15 and efficient payment of the HOA assessment fees on defaulted properties.” *Id.*

16 M. Because U.S. Bank's predecessor tendered and satisfied the superpriority portion of the
17 Association's lien prior to the Association's foreclosure, the Association could only foreclosure on the
18 sub-priority portion of its lien. Therefore, SFR purchased only the sub-priority portion of the
19 Association's lien and took the property subject to the Deed of Trust.

20 N. At the close of U.S. Bank's case in chief, SFR moved under NRCP 52(c), arguing the
21 Deed of Trust was extinguished through operation of NRS 106.240. U.S. Bank opposed on procedural
22 and substantive grounds. The court considers SFR's NRS 106.240 argument on its substantive
23 merits. In deciding SFR's motion, the court has reviewed and considered the following, among other
24 things: the parties' trial briefs and the cases cited therein, the arguments of counsel at trial, and the
25 text of NRS 106.240. On that basis, the court denies SFR's NRCP 52(c) motion.

26 O. U.S. Bank protected its Deed of Trust from NRS 106.240 by filing the subject quiet
27 title action on August 18, 2015, prior to ten years following the date upon which SFR claims the loan
28

1 obligation became "wholly due." U.S. Bank did not need to do anything else to avoid operation of
2 NRS 106.240.

3 P. In addition, NRS 106.240 does not apply because SFR is not a party to the note and is
4 not subject to any type of enforcement action concerning the underlying loan obligation. The court
5 has considered *Pro-Max Corp. v. Feenstra*, 117 Nev. 90, 16 P.3d 1074 (2001), and finds the case does
6 not help SFR. As a non-party to the note not subject to personal liability on the obligation, NRS
7 106.240 does not apply to SFR.

8 Q. If any of these conclusions of law are more properly considered findings of fact, they should
9 be so construed.

10 **JUDGMENT**

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that when Shadow Mountain
12 Ranch Homeowners Association foreclosed on its lien on January 8, 2014, it foreclosed only on the
13 sub-priority portion of its lien;

14 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** the deed of trust, recorded
15 November 21, 2005, with the Clark County, Nevada Recorder's Office as Instrument No. 20051121-
16 0005667 remains a valid, secured encumbrance against the property located at 5327 March Butte St.,
17 Las Vegas, Nevada 89148; APN 163-30-312-007;

18 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED**, all persons or entities
19 whom were granted title or an interest in the property through the Association's January 8, 2014
20 foreclosure sale took such title or interest subject to the deed of trust.

21 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Notice of Lis
22 Pendens recorded against the property on August 31, 2015 as Instrument No. 20150831-0001732 is
23 hereby expunged.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that the Notice of Lis
2 Pendens recorded against the property on March 18, 2016 as Instrument No. 20160318-0000035 is
3 hereby expunged

4 DATED April 30, 2020.



5
6 DISTRICT COURT JUDGE
7 Case Number: A-14-705563-C
8

9 Submitted by:

10 **AKERMAN LLP**

11 /s/ Melanie D. Morgan

12 MELANIE D. MORGAN, ESQ.

13 Nevada Bar No. 8215

14 DONNA M. WITTIG, ESQ.

15 Nevada Bar No. 11015

16 1635 Village Center Circle, Suite 200

17 Las Vegas, Nevada 89134

18 *Attorneys for Nationstar Mortgage LLC*
19 *and U.S. Bank, National Association, as*
20 *Trustee for the Certificateholders of the*
21 *LXS 2006-4N Trust Fund, erroneously*
22 *pled as U.S. Bank, N.A.*

23 Not approved as to content and
24 submitting competing order:

25 **Kim Gilbert Ebron**

26 /s/

27 Karen L. Hanks, Esq.

28 Nevada Bar No. 9578

 Jason G. Martinez, Esq.

 Nevada Bar No. 13375

 7625 Dean Martin Drive, Suite 110

 Las Vegas, NV 89139

Attorneys for SFR Investments Pool 1,
 LLC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

February 03, 2016

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

February 03, 2016 8:30 AM Motion to Dismiss

HEARD BY: Johnson, Eric **COURTROOM:** RJC Courtroom 10D

COURT CLERK: Linda Skinner

RECORDER:

REPORTER: Amber McClane

PARTIES

PRESENT: Connell, Christopher S. Attorney
 Heidari, Saman R. Attorney

JOURNAL ENTRIES

- Arguments by Mr. Heidari and Mr. Connell in support of their respective positions. Following, COURT ORDERED, Motion to Dismiss is DENIED. Mr. Connell to prepare the Order.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

October 05, 2016

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

October 05, 2016 8:30 AM Motion to Interplead

HEARD BY: Johnson, Eric **COURTROOM:** RJC Courtroom 10D

COURT CLERK: Linda Skinner

RECORDER: Angie Calvillo

REPORTER:

PARTIES

PRESENT: Connell, Christopher S. Attorney
 Gilbert, Jacqueline Attorney
 Loizzi, Steven T., Jr. Attorney

JOURNAL ENTRIES

- Upon Court's inquiry as to a response, Mr. Loizzi advised they have not filed one as they need a ruling on the Declaration for Non-Monetary Status first to know whether or not they need to respond to this Motion. Statements by Mr. Connell in support of this Motion. Mr. Loizzi advised this Motion can not be ruled on until there is a decision on the Declaration for Non-Monetary Status. Mr. Connell argued that Alessi and Koenig have funds that they don't know where they come from. Following colloquy, COURT ORDERED, Mr. Loizzi to provide an accounting and hold funds in the account until further Order from this Court. Further, deadline for accounting is October 19, 2016.

Statements by Mr. Loizzi as to the Declaration. Following colloquy, COURT ORDERED, matter SET for hearing as to the Declaration.

10/26/16 10:30 AM HEARING: DECLARATION OF NON-MONETARY STATUS

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

November 08, 2016

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

November 08, 2016 3:00 PM Minute Order

HEARD BY: Johnson, Eric

COURTROOM: RJC Courtroom 10D

COURT CLERK: Natalie Ortega

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Defendants Objection to Alessi & Koenig s Declaration of Non-Monetary Status has been granted by Judge Johnson. This Court finds Alessi & Koenig not a trustee under a deed of trust in this case, and thus shall remain an active participant in the litigation. Nationstar s Motion to Account for and Interplead Funds has also been granted by Judge Johnson. Alessi & Koenig to provide a full accounting of the funds.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters**COURT MINUTES****March 14, 2018**

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
 vs.
 Stacy Moore, Defendant(s)

March 14, 2018 8:30 AM All Pending Motions

HEARD BY: Villani, Michael **COURTROOM:** RJC Courtroom 11A

COURT CLERK: Olivia Black

RECORDER: Cynthia Georgilas

REPORTER:

PARTIES

PRESENT: Gerrard, Douglas D Attorney

JOURNAL ENTRIES

- Jamie Combs, Esq. appearing on behalf of Defendant US Bank, Jason Martinez, Esq. appearing on behalf of Counter Claimant SFR Investments Pool 1 LLC

Court noted this was Defendant Nationstar Motion to Reopen Discovery and Continue Trial and stated the procedural history of the case. Mr. Gerrard advised two months into discovery Counter Defendant Alessi file bankruptcy which put a Stay on discovery. Mr. Gerrard further advised he hadn't been able to complete discovery because of the automatic Stay and requested a short continuance. Upon Court's inquiry, Mr. Gerrard advised he hadn't taken the deposition of the purchaser and didn't have an opportunity to disclose an expert. Ms. Combs was in agreement with Mr. Gerrard representations. In opposition, Mr. Martinez argued the Stay only applied to Defendant Alessi and SFR continued with discovery and completed it; however, Mr. Martinez agreed to opening discovery for the limited purpose for dispositive motions. Further argument by Mr. Gerrard. COURT ORDERED, Motion GRANTED with the modification of dates as follows: Discovery cut-off date, June 2, 2018; Initial Expert Disclosures Deadline, April 20, 2018; Rebuttal Expert Disclosures deadline, May 1, 2018 and Dispositive Motion deadline, July 1, 2018. COURT FURTHER ORDERED, Trial dates VACATED and RESET; U.S. Bank, N.A. as Trustee for the Certificateholders of the LXS 2006-4N Trust Fund's Joinder to Nationstar Mortgage LLC's Motion to Reopen Discovery and Continue Trial Date (First Request) ADVANCED. Mr. Gerrard to prepare the Order and submit to

opposing counsel to sign off as to form and content.

08/29/18 9:00 AM CALENDAR CALL

09/04/18 9:00 AM BENCH TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

April 18, 2018

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

**April 18, 2018 3:00 AM Motion to Withdraw as
Counsel**

HEARD BY: Villani, Michael

COURTROOM: RJC Courtroom 11A

COURT CLERK: Olivia Black

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- HOA Lawyer's Group, LLC s Motion to Withdraw as Counsel of Record for Alessi & Koenig, LLC came before this Court on the April 18, 2018 Chamber Calendar. This Court, having reviewed the pleadings and papers on file herein, there being no opposition filed with this Court and pursuant to EDCR 2.20, 2.23, and for good cause appearing, COURT ORDERED HOA Lawyer s Group, LLC's Motion to Withdraw as Counsel of Record for Alessi & Koenig, LLC Motion to Withdraw as Counsel of Record GRANTED. HOA Lawyer's Group, LLC is further directed to submit a proposed order consistent with the foregoing within ten (10) days after counsel is notified of the ruling and distribute a filed copy to all parties involved pursuant to EDCR 7.21. HOA Lawyer's Group, LLC is further directed to inform its client of all deadlines (including the calendar call set for August 29, 2018 and the bench trial set for September 4, 2018) and turn over any documents, papers, or files as necessary.

CLERK S NOTE: A copy of the foregoing minute order has been electronically distributed to all registered parties.//ob/04/18/18.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

August 15, 2018

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

August 15, 2018 8:30 AM All Pending Motions

HEARD BY: Villani, Michael **COURTROOM:** RJC Courtroom 11A

COURT CLERK: Haly Pannullo

RECORDER: Cynthia Georgilas

REPORTER:

PARTIES

PRESENT: Gerrard, Douglas D Attorney

JOURNAL ENTRIES

- COUNTER CLAIMANT SFR INVESTMENTS POOL 1 LLC'S MOTION FOR SUMMARY JUDGMENT ... CROSS-DEFENDANT NATIONSTAR MORTGAGE, LLC'S MOTION FOR SUMMARY JUDGMENT

Donna Wittig, Esq., present on behalf of US Bank and Nationstar. Jason Martinez, Esq., present on behalf of SFR Investments.

Following arguments by counsel, COURT ORDERED, matters TAKEN UNDER ADVISEMENT; written decision will issue.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

August 29, 2018

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

August 29, 2018 9:00 AM Calendar Call

HEARD BY: Villani, Michael **COURTROOM:** RJC Courtroom 11A

COURT CLERK: Haly Pannullo

RECORDER: Michelle Ramsey

REPORTER:

PARTIES

PRESENT: Gerrard, Douglas D Attorney

JOURNAL ENTRIES

- Dawna Wittig, Esq., present on behalf of US Bank NA and Nationstar. Karen Hanks, Esq., present on behalf of SFR Investments Pool 1 LLC.

Upon Court's inquiry, Mr. Gerrard stated they are ready for trial; however, Motions for Summary Judgment were argued last week and they are awaiting a decision. Court noted a decision will be made by this Friday.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

September 04, 2018

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

September 04, 2018 8:00 AM Minute Order

HEARD BY: Villani, Michael

COURTROOM: Chambers

COURT CLERK:

Lauren Kidd

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- Counter-Defendant SFR Investments Pool 1, LLC s (SFR) Motion for Summary Judgment and Cross-Defendant Nationstar Mortgage, LLC s (Nationstar) Motion for Summary Judgment came before this Court on the August 15, 2018 oral calendar. The Court having further reviewed the pleadings, files, and argument finds as follows:

Summary judgment is appropriate when the pleadings and other evidence on file demonstrate no genuine issue as to any material fact [remains] and the moving party is entitled to judgment as a matter of law. See NRCP 56(c); Wood v. Safeway, Inc., 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005). In ruling upon a motion for summary judgment, the Court must view all evidence and inferences in the light most favorable to the non-moving party. See Torrealba v. Kesmetis, 124 Nev. 95, 178 P.3d 716 (2008). To rebut a motion for summary judgment, the nonmoving party must present some specific facts to demonstrate that a genuine issue of material fact exists. Forouzan, Inc. v. Bank of George, 128 Nev. 896, 381 P.3d 612 (2012).

SFR seeks summary judgment based on the following: (1) Quiet Title and Permanent Injunction against U.S. Bank, (2) Unjust Enrichment against U.S. Bank, (3) Slander of Title against Nationstar, and (4) pursuant to NRS 116.31166(2) against Moore and Gotera.

Nationstar seeks summary judgment based on the following: (1) Nationstar's predecessor in interest redeemed the first DOT's priority by tendering the full amount of the HOA's super-priority lien, (2) the foreclosure sale was invalid, and (3) SFR is not a bona fide purchaser.

Quiet Title & Declaratory Relief U.S. Bank

(a) Title was vested in SFR without equity or right of redemption.

NRS 116.3116(3) provides, [t]he sale of a unit pursuant to NRS 116.31162, 116.31163 and 116.31164 vests in the purchaser the title of the unit's owner without equity or right of redemption. According to the NSC, these sales vest the purchaser with absolute title. In re Grant, 303 B.R. 205, 209 (Bankr. D. Nev. 2003). A sale under a Chapter 107 non-judicial foreclosure sale vests in the purchaser the title of the grantor and any successors in interest without equity or right of redemption. If the sale is properly, lawfully and fairly carried out, [the Bank] cannot unilaterally create a right of redemption in [itself]. Golden v. Tomiyasu, 79 Nev. 503, 518 (1963).

Here, the sale was a non-judicial foreclosure sale conducted pursuant to NRS 116.3116(2). The COURT FINDS the sale vested in SFR title without equity or right of redemption and title must be quieted in favor of SFR.

(b) The deed recitals are conclusive.

Shadow Wood holds that the deed recitals are conclusive, unless a party like Nationstar can establish that it is entitled to equitable relief from a defective sale. Shadow Wood HOA v. N.Y. Cmty. Bancorp., 132 Nev. Adv. Op. 5, 1105 (2016).

Here, Nationstar has not established that this was a defective sale. As the purchaser at the Association foreclosure sale, SFR need only show the Trustee's Deed Upon Sale to be entitled to quiet title free and clear of the deed of trust since there was no defective sale. The COURT FINDS the deed recitals are conclusive.

(c) U.S. Bank is not Entitled to Equitable Relief.

The Nevada Supreme Court stated that when a BFP has no notice of a pre-sale dispute, such as an attempted tender, equity cannot be granted to the tendering party, who could defeat any BFP status by giving notice of an attempt to pay. Equitable relief cannot be granted to a party who ignored earlier remedies and allowed a BFP to purchase the property, when the relief would be to the detriment to the BFP.

Here, the Bank failed to adequately protect its interest. It failed to try for earlier remedies and allowed a BFP to purchase the property. The COURT FINDS equitable relief is no longer available to the Bank.

(d) The Foreclosure Deed and Sale are Presumed Valid.

SFR contends that U.S. Bank cannot overcome the presumptions that (1) the Association and its agent obeyed the law, (2) the property was conveyed to SFR, (3) the Association foreclosure sale was fair and regular, and conducted in the ordinary course of business.

The COURT FINDS the DOT was extinguished by the Association foreclosure sale and since the property was conveyed to SFR, SFR is entitled to summary judgment on its claim for quiet title and permanent injunction. Nationstar has not overcome the conclusive presumption that the foreclosure sale and resulting deed are valid, and SFR can rely on the conclusive recitals in the foreclosure deed.

Unjust Enrichment U.S. Bank

To prevail on a claim for unjust enrichment, U.S. Bank must show that it conferred a benefit on SFR, that SFR appreciated such benefit, and there was acceptance and retention by [SFR] of such benefit under circumstances such that it would be inequitable for [SFR] to retain the benefit without payment of the value thereof. *Unionamerica Mtg. v. McDonald*, 97 Nev. 210 212 (1981). Under NRCP 16.1(a)(1)(C), a party is required to produce, without awaiting a discovery request . . . [a] computation of any category of damages claimed.

U.S. Bank contends that SFR has benefited from U.S. Bank's payment of taxes, insurance, and homeowner's association assessments since the time of the HOA sale. However, U.S. Bank has not proven this to be true nor produced evidence that any such payments were made. Further, U.S. Bank has never disclosed any special damages under NRCP 16.1 on this issue. There being no evidence that U.S. Bank paid any monies toward the property or that SFR benefited from these payments. Therefore, the COURT FINDS U.S. Bank's claim for unjust enrichment fails as a matter of law.

Tender and Bona Fide Purchaser

Nationstar contends a proper tender was made on 9/2/10 for the amount of \$207.00 which represented the statutory super-priority amount of the HOA's lien at \$23.00 per month for months, thereby discharging the super priority lien in dispute. The Nevada Supreme Court held in *Horizons at Seven Hills v. Ikon Holdings*, 132 Nev. Adv. Op 35, 373 P.3d 66 (2016) that the superpriority lien granted by NRS 116.3116(2) does not include an amount for collection fees and foreclosure costs incurred; rather it is limited to an amount equal to the common expense assessments due during the nine months before foreclosure. While this Court acknowledges that in *Horizons at Seven Hills v. Ikon*, the association in question did not foreclose, the Nevada Supreme Court's in depth review of legislative history and statutory interpretation indicates the superpriority portion in question does not include fees and costs. *Id.* at 70.

Therefore, the COURT FINDS said tender of \$207.00 was the proper amount of the superpriority lien, as it months of assessments under NRS 116.3116(2). The question then hinges on whether this tender precludes SFR from taking said property free and clear of Nationstar's interest, or whether SFR takes

said property subject to Nationstar's interest. The Court looks to whether refusal of the tender was grounded on an honest belief that the tender was insufficient. See, 59 C.J.S. Mortgages 582 (2016); Bank of Am., N.A. v. Rugged Oaks Investments, LLC, 68504, 2016 WL 5219841, at *1 (Nev. Sept. 16, 2016)(It has been held... that a good and sufficient tender on the day when payment is due will relieve the property from the lien of the mortgage, except where the refusal [of payment] was... grounded on an honest belief that the tender was insufficient.).

Nationstar's tender of the past due assessments in the amount of \$207.00 occurred on 9/2/10, which was rejected by the HOA Trustee. However, SFR did not have knowledge of this tender, either by inquiry notice or constructive notice. Nationstar has failed to set forth sufficient information that proper notice of the tender was provided, such that individuals or entities would be put on notice of the same. The Association rejected the payment in good faith. Nationstar failed to record its performance so as to protect itself from third-party purchasers as required by NV law. David Alessi testified that Alessi & Koenig did not receive the letter with the check. If Alessi & Koenig never received the purported tender there was nothing to reject. All Nationstar has is a copy of the purported check and a screenshot, neither of which are properly admissible. Further, Doug Miles was not disclosed and has defects of his affidavit. Nationstar is lacking admissible evidence to establish the delivery of the check, or admissible evidence that the check was rejected without explanation. Thus, SFR was a bona fide purchaser (BFP).

A subsequent purchaser is bona fide under common-law principles if it takes the property for a valuable consideration and without notice of the prior equity, and without notice of facts which upon diligent inquiry would be indicated and from which notice would be imputed to him, if he failed to make such inquiry. Bailey v. Butner, 64 Nev. 1, 19, 176 P.2d 226, 234 (1947) (emphasis omitted); see also Moore v. De Bernardi, 47 Nev. 33, 54, 220 P. 544, 547 (1923) (The decisions are uniform that the bona fide purchaser of a legal title is not affected by any latent equity founded either on a trust, [e]ncumbrance, or otherwise, of which he has no notice, actual or constructive.). The Nevada Supreme Court has further held, that [w]here the complaining party has access to all the facts surrounding the questioned transaction and merely makes a mistake as to the legal consequences of his act, equity should normally not interfere, especially where the rights of third parties might be prejudiced thereby. Shadow Wood 366 P.3d at 1116 (quoting Nussbaumer v. Sup. Ct. in & for Yuma Cty., 107 Ariz. 504, 489 P.2d 843, 846 (1971)). In Shadow Wood, the Nevada Supreme Court held that [c]onsideration of harm to potentially innocent third parties is especially pertinent where [the lender] did not use the legal remedies available to it to prevent the property from being sold to a third party, such as by seeking a temporary restraining order and preliminary injunction and filing a lis pendens on the property. . Shadow Wood, 366 P.3d at 1114 fn. 7.

Here, Nationstar was in the position to take any number of simple steps to avoid a BFP issue and simply failed to take such action. Nationstar has failed to offer any evidence to refute that SFR had no knowledge of a prior equity and paid valuable consideration. Nationstar has failed to offer evidence to refute that SFR had no knowledge of a prior equity and paid valuable consideration. Lastly, in the Hardin declaration, SFR provided evidence of being a BFP

The COURT FINDS Nationstar failed to protect its interest in said property, and SFR is a BFP.

Grossly inadequate sales price and commercial unreasonableness

Nationstar contends the sales price at the HOA foreclosure sale was grossly inadequate and was commercially unreasonable. To set aside an association foreclosure sale on a theory of commercial unreasonableness there must be a showing of grossly inadequate price, plus, fraud, unfairness, or oppression. *Shadow Wood HOA v. N.Y. Cmty. Bancorp.*, 132 Nev. Adv. Op. 5, 366 P.3d 1105, 1112 (2016) (citing *Long v. Towne*, 98 Nev. 11, 13, 639, P.2d 528, 530 (1982)) See also *Centeno v. JP Morgan Chase Bank, N.A.*, 67365, 2016 WL 1122449, at *1 (Nev. Mar. 18, 2016)(unpublished Order Vacating and Remanding)(Holding a low sales price is not a basis for voiding a foreclosure sale absent fraud, unfairness, oppression...) See also *Golden v. Tomiyasu*, 79 Nev. 503, 514, 387 P.2d 989, 995 (1963) (stating that, while a power-of-sale foreclosure may not be set aside for mere inadequacy of price, it may be if the price is grossly inadequate and there is in addition proof of some element of fraud, unfairness, or oppression (internal quotation omitted))).

The Supreme Court of Nevada recently clarified that in Nevada, courts retain the power to grant equitable relief from a defective [association] foreclosure sale when appropriate *Shadow Wood Homeowners Ass'n, Inc. v. New York Cmty. Bancorp, Inc.*, 366 P.3d 1105, 1110 (Nev.2016) (en banc). [D]emonstrating that an association sold a property at its foreclosure sale for an inadequate price is not enough to set aside a foreclosure sale; there must also be a showing of fraud, unfairness, or oppression. *Id.* (citing *Long*, 98 Nev. 11, 639 P.2d 530). In considering whether equity supports setting aside the sale in question, the Court is to consider any other factor bearing on the equities, including actions or inactions of both parties seeking to set aside the sale and the impact on a bona fide purchaser for value. *Id.* at 1114 (finding courts must consider the entirety of the circumstances that bear upon the equities).

Here, Nationstar contends that the sale should be set aside under equitable principles because the sale of the Property for less than 20% of its fair market value is grossly inadequate. The Court, however, does not find this argument to be persuasive. The analysis for finding fraud, unfairness, or oppression applies to the seller (HOA) and purchaser (RJRN), not whatever mistake may have occurred by the HOA in rejecting tender or accepting payments from the Borrower. See *Golden v. Tomiyasu*, 79 Nev. 503, 513, 387 P.2d 989, 994 (reviewing fraud and collusion between the foreclosing trustee and bidders, not fraud, unfairness, or oppression in the underlying trustee's substantive actions). See also *Centeno v. JP Morgan Chase Bank, N.A.*, 67365, 2016 WL 1122449, at *1 (Nev. Mar. 18, 2016)(unpublished Order Vacating and Remanding)(Holding a low sales price is not a basis for voiding a foreclosure sale absent fraud, unfairness, oppression...).

Because Nationstar failed to set forth material issues of fact demonstrating some fraud, unfairness, or oppression with the actual sale to demonstrate commercial unreasonableness, the COURT FINDS the sale in question was commercially reasonable.

Slander of Title - Nationstar

On 8/31/15 Nationstar recorded a lis pendens against the property. NRS 14.015 sets forth the requirements for maintaining a lis pendens on a property. Here, when Nationstar recorded the lis pendens, it did not have a pending action that was for (1) foreclosure or (2) that affected title or possession of the property and still has no pending claims against SFR today.

The NRCP30(b)(6) deposition of U.S. Bank and Nationstar, concedes that Nationstar only services the loan and that it does not have an interest in the promissory note or deed of trust. Because Nationstar lacked any basis to record the lis pendens against the property in the first place and still lacks basis to maintain it, SFR is entitled to a judgment from this Court that the lis pendens be expunged. SFR's claims against Moore and Gotera pursuant to NRS 116.31166(2)

Pursuant to NRS 116.31166(2), when SFR made the highest bid and purchased the property at the Association sale, it obtained the title of the unit's owner without equity or right of redemption. Thus, any interest Moore and/or Gotera could claim in the property was extinguished. On 6/27/18 default was entered against Moore and Gotera for failing to answer SFR's complaint.

Therefore, COURT ORDERED Counter-Defendant SFR's Motion for Summary Judgment GRANTED and Cross-Defendant Nationstar's Motion for Summary Judgment DENIED.

Counsel for Counter-Defendant SFR is directed to submit a proposed order consistent with the foregoing within ten (10) days after counsel is notified of the ruling and distribute a filed copy to all parties involved pursuant to EDCR 7.21. Such Order should set forth a synopsis of the supporting reasons proffered to the Court in briefing and be approved as to form and content by Cross-Defendant Nationstar's counsel.

CLERK'S NOTE: A copy of this minute order was distributed to the following via email: Melanie Morgan, Esq. (melanie.morgan@akerman.com) Diana Cline, Esq. (victoria@hkimlaw.com) .9/4/18 lk

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

February 05, 2019

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

February 05, 2019 8:24 AM Minute Order

HEARD BY: Cory, Kenneth

COURTROOM: RJC Courtroom 16A

COURT CLERK: Michele Tucker

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- The Court has disqualified it self from any cases for which Douglas Gerrard is counsel, due to the fact the Court attends church with Mr. Gerrard and has a personal friendship with him. To avoid the appearance of impropriety and implied bias, this Court hereby disqualifies itself and ORDERS, this case be REASSIGNED at random.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

March 26, 2019

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

**March 26, 2019 9:00 AM Motion For
Reconsideration**

HEARD BY: Sturman, Gloria **COURTROOM:** RJC Courtroom 10D

COURT CLERK: Lorna Shell

RECORDER: Kerry Esparza

REPORTER:

PARTIES

PRESENT: Gerrard, Douglas D Attorney
Martinez, Jason G. Attorney

JOURNAL ENTRIES

- Following extensive arguments by counsel, COURT FINDS there were questions fact if tender was received and if the affidavit of counsel was sufficient to overcome testimony of the custodian of records; this Court can reconsider the issues since the case was reassigned; COURT THEREFORE ORDERED, Motion GRANTED.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

December 12, 2019

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

December 12, 2019 9:00 AM Calendar Call

HEARD BY: Sturman, Gloria **COURTROOM:** RJC Courtroom 10D

COURT CLERK: Sharon Chun

RECORDER: Kerry Esparza

REPORTER:

PARTIES

PRESENT: Martinez, Jason G. Attorney

JOURNAL ENTRIES

-- CALENDAR CALL

ALSO PRESENT was Donna Wittig on behalf of US Bank NA

Counsels anticipated two days required for the bench trial completion. Following discussion, COURT ORDERED the 1/6/20 Bench Trial VACATED and DATES SET as follows:

Pretrial Conference - 1/22/20 10:00 AM - Counsel are to bring in exhibits at this time
Bench Trial - 1/29/20 and 1/30/20 @ 1:30 PM
Bench Trial - 1/31/20 @ 9:30 AM

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

January 16, 2020

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

January 16, 2020 9:00 AM Calendar Call

HEARD BY: Sturman, Gloria

COURTROOM: RJC Courtroom 10D

COURT CLERK: Lorna Shell

RECORDER: Kerry Esparza

REPORTER:

PARTIES

PRESENT: Martinez, Jason G. Attorney
 Morgan, Melanie D. Attorney

JOURNAL ENTRIES

- Following colloquy regarding the five-year rule, COURT ORDERED Trial Dates SET; Pre Trial Conference SET.

02/05/20 10:30 AM PRE TRIAL CONFERENCE

02/10/20 9:00 AM BENCH TRIAL

02/11/20 1:30 PM BENCH TRIAL

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

February 05, 2020

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

February 05, 2020 10:30 AM Pre Trial Conference

HEARD BY: Sturman, Gloria

COURTROOM: RJC Courtroom 10D

COURT CLERK: Lorna Shell

RECORDER: Kerry Esparza

REPORTER:

PARTIES

PRESENT: Hanks, Karen Attorney
 Morgan, Melanie D. Attorney

JOURNAL ENTRIES

- Counsel agreed to move the trial start time to 10:00 AM.

Ms. Morgan stated the scope was narrow and the only issue of fact being delivery of the Miles Bauer letter and the impact of NRS 106.240.

COURT FINDS Alessi and Koenig was out of the case with their bankruptcy filing and there were no interplead funds by them. Further, the only parties left were from counterclaims and/or third parties.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

February 10, 2020

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

February 10, 2020 10:00 AM Bench Trial

HEARD BY: Sturman, Gloria

COURTROOM: RJC Courtroom 10D

COURT CLERK: Louisa Garcia

RECORDER: Kerry Esparza

REPORTER:

PARTIES

PRESENT:	Hanks, Karen	Attorney
	Martinez, Jason G.	Attorney
	Morgan, Melanie D.	Attorney
	Stern, Ariel E.	Attorney

JOURNAL ENTRIES

- Also present, Edward Hine, Representative of US Bank NA.

Court advised US Bank and SFR are the only parties in the case; all the other remaining parties are out of the case. Ms. Morgan moved to admit Exhibit 26, Bate Nos. 0036-42, Alessi and Koenig's collection file, the custodian of records affidavit of David Alessi. Ms. Hanks objected as to authenticity. Court advised it was not clear if there was an error in reproducing the document or if the error came from Alessi's office, noting the documents in the middle of the affidavit had nothing to do with the affidavit. Ms. Morgan stated she spoke with Mr. Alessi and he indicated he would be present at 1:15 p.m. Counsel stipulated to Exhibits 3 and 19; Exhibit 33 admitted over objection and 34 admitted without objection. (See worksheets). Colloquy regarding case law. COURT RECESSED until 1:15 p.m.

Following recess, testimony and exhibits presented. (See worksheets) Ms. Morgan RESTED. At the conclusion of Plaintiff's case, Ms. Hanks made an oral 52(c) motion. Following arguments by counsel, which the Court considered, COURT ORDERED, Motion DENIED. Arguments by counsel regarding

their respective relief. COURT FINDS that proper tender was made and finds in favor of the Bank. Mr. Stern to prepare Order. At the request of counsel, all unused exhibits were destroyed.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

May 07, 2020

A-14-705563-C Alessi and Koenig LLC, Plaintiff(s)
vs.
Stacy Moore, Defendant(s)

May 07, 2020 1:00 AM Status Check

HEARD BY: Sturman, Gloria **COURTROOM:** RJC Courtroom 10D

COURT CLERK: Lorna Shell

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- COURT ORDERED, Hearing VACATED as the order was received and signed on May 4, 2020.

EXHIBIT(S) LIST

5563

XXVI

Trial Date:

21020

Judge:

Gloria Sturman

Court Clerk:

LORNA Shell &

Recorder:

Kenny ESPARZA

Counsel for Plaintiff:

Karen Hanks, Esq

vs.

Defendant: **NATIONSTAR MORTGAGE**

Counsel for Defendant:

Melanie Morgan, Esq

Bench TRIAL BEFORE THE COURT

JOINT EXHIBITS

[illegible]

List of Joint Trial Exhibits

<u>NO.</u>	<u>EXHIBIT</u>	<u>BATES NO.</u>	<u>OFFERED</u>	<u>OBJECTED</u>	<u>ADMITTED</u>
1.	Declaration of Covenants, Conditions and Restrictions for Shadow Mountain Ranch	WFZ00001 – WFZ00080			
2.	Grant, Bargain, Sale Deed	WFZ00094 – WFZ00095			
3.	Deed of Trust	WFZ00096 – WFZ00121	2/10/20	Stip	2/10/20
4.	Substitution of Trustee Nevada	WFZ00124			
5.	Notice of Delinquent Assessment (5/7/08)	WFZ00126			
6.	Notice of Default and Election to Sell Under Homeowners Association Lien (7/23/08)	WFZ00127			
7.	Notice of Default and Election to Sell Under Homeowners Association Lien (4/30/09)	WFZ00128			
8.	Notice of Default and Election to Sell Under Homeowners Association Lien (7/1/10)	WFZ00129			
9.	Notice of Trustee's Sale	WFZ00130			
10.	Grant Deed to JWBNO	WFZ00131 – WFZ00134			
11.	Grant Deed to Stacy Moore	WFZ00135 – WFZ00138			
12.	Assignment of Deed of Trust	WFZ00139 – WFZ00140			
13.	Notice of Delinquent Assessment (Lien) (9/11/12)	WFZ00141			
14.	Notice of Violation (Lien)	WFZ00142			
15.	Notice of Default and Election to Sell Under Homeowners Association Lien (6/13/13)	WFZ00143			
16.	Notice of Default and Election to Sell Under Homeowners Association Lien (7/5/13)	WFZ00144			
17.	Assignment of Deed of Trust	WFZ00145 – WFZ00146			
18.	Notice of Trustee's Sale	WFZ00147			
19.	Trustee's Deed Upon Sale	WFZ00148 – WFZ00149	2/10/20	Stip	2/10/20
20.	Substitution of Trustee	WFZ00150			
21.	Scott Dugan's expert report with attachments	WFZ00151 – WFZ00182			
22.	Miles Bauer Borrower Affidavit with Exhibits	WFZ00183 – WFZ00190			
23.	Miles Bauer Affidavit with Exhibits	WFZ00191 – WFZ00211			
24.	Foreclosure notices stamped received	WFZ00212 – WFZ00253			

** Exhibits not used, Destroyed.*

<u>NO.</u>	<u>EXHIBIT</u>	<u>BATES NO.</u>	<u>OFFERED</u>	<u>OBJECTED</u>	<u>ADMITTED</u>
25.	Loan Policy of Title Insurance	WFZ00254 – WFZ00276			
26.	Documents produced by Alessi	NATIONSTAR 00036 – NATIONSTAR 00333	2/10/20	y	2/10/20
27.	Documents produced by Shadow Mountain Community Association	SMRCA0001 – SMRCA0461			
28.	Note	NATIONSTAR 00001 – NATIONSTAR 00006			
29.	Written discovery responses by all parties.				
30.	Check and Receipt	SFR335 – SFR336			
31.	Notice of Lien recorded 1/12/10	SFR39			
32.	Release of Notice Delinquent Assessment Lien	SFR42			
33.	Notice of Default and Election to Sell under Deed of Trust	SFR29 – SFR30	2/10/20	y	2/10/20
34.	Rescission of Election to Declare Default	SFR32	2/10/20	no	2/10/20

AB

AB

AB



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

MELANIE D. MORGAN, ESQ.
1635 VILLAGE CENTER CIR., SUITE 200
LAS VEGAS, NV 89134

DATE: August 13, 2020
CASE: A-14-705563-C

RE CASE: ALESSI & KOENIG, LLC vs. STACY MOORE; MAGNOLIA GOTERA; KRISTIN JORDAL, AS TRUSTEE FOR THE JBNWO REVOCABLE LIVING TRUST; U.S. BANK, N.A.; NATIONSTAR MORTGAGE, LLC; REPUBLIC SILVER STATE DISPOSAL, INC. dba REPUBLIC SERVICES

NOTICE OF APPEAL FILED: August 12, 2020

YOUR APPEAL HAS BEEN SENT TO THE SUPREME COURT.

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

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

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

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

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

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

Certification of Copy

State of Nevada }
County of Clark } SS:

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

NATIONSTAR MORTGAGE LLC AND U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE LXS 2006-4N TRUST FUND'S NOTICE OF CROSS-APPEAL; NATIONSTAR MORTGAGE LLC AND U.S. BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE LXS 2006-4N TRUST FUND'S CASE APPEAL STATEMENT; DISTRICT COURT DOCKET ENTRIES; CIVIL COVER SHEET; PROPOSED FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT; NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND JUDGMENT; DISTRICT COURT MINUTES; EXHIBITS LIST; NOTICE OF DEFICIENCY

ALESSI & KOENIG, LLC,

Plaintiff(s),

vs.

STACY MOORE; MAGNOLIA GOTERA;
KRISTIN JORDAL, AS TRUSTEE FOR THE
JBWNO REVOCABLE LIVING TRUST; U.S.
BANK, N.A.; NATIONSTAR MORTGAGE,
LLC; REPUBLIC SILVER STATE DISPOSAL,
INC. dba REPUBLIC SERVICES,

Defendant(s),

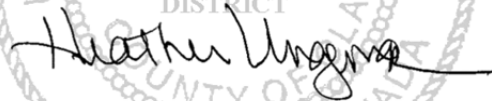
Case No: A-14-705563-C

Dept No: XXVI

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 13 day of August 2020.

Steven D. Grierson, Clerk of the Court



Heather Ungermann, Deputy Clerk