

IN THE SUPREME COURT OF THE STATE OF NEVADA

ALBERT ELLIS LINCICOME, JR.; AND  
VICENTA LINCICOME,

Appellants,

vs.

SABLES, LLC, A NEVADA LIMITED  
LIABILITY COMPANY, AS TRUSTEE  
OF THE DEED OF TRUST GIVEN BY  
VICENTA LINCICOME AND DATED  
5/23/2007; FAY SERVICING, LLC, A  
DELAWARE LIMITED LIABILITY  
COMPANY AND SUBSIDIARY OF FAY  
FINANCIAL, LLC; PROF-2013-M4  
LEGAL TITLE TRUST BY U.S. BANK,  
N.A., AS LEGAL TITLE TRUSTEE;  
BANK OF AMERICA, N.A.;  
BRECKENRIDGE PROPERTY FUND  
2016, LLC, A UTAH LIMITED  
LIABILITY COMPANY; NEWREZ, LLC,  
D/B/A SHELLPOINT MORTGAGE  
SERVICING, LLC; 1900 CAPITAL  
TRUST II, BY U.S. BANK TRUST  
NATIONAL ASSOCIATION; AND MCM-  
2018-NPL2,

Respondents.

No. 83261

**FILED**

**JAN 19 2022**

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

***ORDER PARTIALLY DISMISSING APPEAL***

Respondent Breckenridge Property Fund 2016, LLC has filed a motion to dismiss this appeal as it relates to it. Appellants oppose the motion, and Breckenridge has filed a reply.

Having considered the parties arguments and the documents before this court, we conclude that the June 23, 2021, "Order on Breckenridge Motion for Summary Judgment" is not appealable as it does not dispose of all the claims and issues raised by Breckenridge. *See Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (defining a final

judgment). Although this order grants summary judgment in favor of Breckenridge and states that “Breckenridge is entitled to summary judgment regarding their claims to title of property,” the order does not appear to resolve Breckenridge’s claims for slander of title, writ of restitution, unjust enrichment, and rent or monies for possession of the subject property, or award any amount of damages for these claims.<sup>1</sup> Cf. *Simmons Self-Storage Partners, LLC v. Rib Roof, Inc.*, 127 Nev. 86, 90, 247 P.3d 1107, 1109 (2011) (“[A] judgment must confer some right that may be enforced without further orders of the court and which puts an end to the litigation.” (alteration and internal quotation marks omitted)). And no other statute or court rule appears to authorize an appeal from this order. See *Brown v. MHC Stagecoach, LLC*, 129 Nev. 343, 345, 301 P.3d 850, 851 (2013). Accordingly, Breckenridge’s motion to dismiss is granted, and this appeal is dismissed as it relates to Breckenridge.

However this appeal may proceed as to the remaining respondents as the June 23, 2021, “Order Denying Plaintiffs Motion for Partial Summary Judgment/Granting Motions for Summary Judgment Filed by BANA, Prof-2013 M4 Legall Trust, US Bank and Fay Servicing LLC” appears to have been properly certified as final under NRCP 54(b).

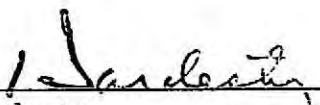
Appellants’ motion for an extension of time to file the opening brief and appendix is granted. The opening brief and appendix were filed on December 29 and 30, 2021. However, the opening brief is deficient as the certificate of compliance does not state the exact word count contained in the brief. See NRAP 28.2(a)(4); NRAP 32(a)(7)(A)(ii); NRAP Form 9.

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<sup>1</sup>Appellants’ docketing statement did not mention these claims nor did it provide this court with a copy of the claims as required. See Docketing Statement items 23 and 27.

Accordingly, the clerk of this court shall strike the opening brief filed on December 29, 2021. Appellants shall have 14 days from the date of this order to file an opening brief that complies with this court's formatting rules and this order. Thereafter, briefing shall proceed as provided in NRAP 31(a)(1).

It is so ORDERED.

, J.  
Hardesty

, J.  
Stiglich

, J.  
Herndon

cc: Hon. Leon Aberasturi, District Judge  
Clouser Hempen Wasick Law Group, Ltd.  
Millward Law, Ltd.  
Hutchison & Steffen, LLC/Las Vegas  
Wedgewood, LLC  
Wright, Finlay & Zak, LLP/Las Vegas  
Akerman LLP/Las Vegas  
ZBS Law, LLP  
Third District Court Clerk