

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

SFR INVESTMENTS POOL 1, LLC, a  
Nevada Limited Liability Company

Appellant,

vs.

NATIONSTAR MORTGAGE, LLC, a  
Delaware Limited Liability Company;  
and Intervenor HSBC BANK USA,  
National Association, as TRUSTEE  
FOR THE HOLDERS OF THE GSAA  
HOME EQUITY TRUST 2005-09,

Respondents.

Case No. 83639

District Court Case No. A-20-8192021

Electronically Filed  
Nov 08 2021 02:42 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court  
**DOCKETING STATEMENT  
CIVIL APPEALS**

**GENERAL INFORMATION**

Appellants must complete this docketing statement, NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeal under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the court of Appeals, and compiling statistical information.

**WARNING**

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. *See KDI Sylvan Pools v. Workman*, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District: Eighth Department: XXXII
2. County: Clark Judge: The Honorable David M. Jones

District Ct. Case No. A-20-813201-C

**Attorney filing this docketing statement:**

Attorney: Jacqueline A. Gilbert Telephone: 702-485-3300

Firm: Kim Gilbert Ebron

Address: 7625 Dean Martin Drive, Suite 110, Las Vegas, Nevada 89139

Client(s): SFR Investments Pool 1, LLC ("SFR")

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement. N/A

**3. Attorney(s) representing respondent(s):**

Attorney: Christina V. Miller Telephone: 702-475-7964

Brody R. Wight

Firm: Wright, Finlay & Zak, LLP

Address: 7785 W. Sahara Avenue, Suite 200, Las Vegas, NV 89117

Client(s): Selene Finance, L.P.

**4. Nature of disposition below (check all that apply):**

☐ Judgment after bench trial

- ☐ Judgment after jury verdict
- ☒ Summary judgment
- ☐ Default judgment
- ☐ Grant/Denial of NRCP 60(b) relief
- ☐ Grant/Denial of injunction
- ☐ Grant/Denial of declaratory relief
- ☐ Review of agency determination
- ☐ Dismissal:
  - ☐ Lack of jurisdiction
  - ☐ Failure to state a claim
  - ☐ Failure to Prosecute
  - ☐ Other (specify): \_\_\_\_\_
- ☐ Divorce Decree:
  - ☐ Original
  - ☐ Modification
- ☐ Other disposition (specify): \_\_\_\_\_

**5. Does this appeal raise issues concerning any of the following? N/A**

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously or pending before this court which are related to this appeal:

None

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

Selene Finance, L.P. v. SFR Investments Pool 1, LLC, Case No. 2:16-cv-02516; U.S. District Court, District of Nevada – Plaintiff voluntarily dismissed on 2/15/2019 and case terminated on 2/19/2019.

SFR Investments Pool 1, LLC v. Selene Finance, L.P., et al; Case no. A-21-

**8. Nature of the action.** Briefly describe the nature of the action and result below:

After Selene voluntarily dismissed its case in federal court following SFR's Motion to dismiss based on statute of limitations, Selene began foreclosure proceedings without receiving a declaration that the deed of trust had survived the NRS 116 foreclosure sale at which SFR obtained title presumptively clear of the DOT. Thus, SFR was forced to bring the instant action to stop the foreclosure, based on the following causes of action: 1. Cancellation of Written Instrument – Bank's NOD and NOS as SFR alleged Selene did not possess the original wet-ink promissory note and the note and DOT had been voluntarily split at origination; and 2. Cancellation of Written Instrument – DOT based on SFR's allegations that the Bank accelerated the loan between June 1, 2009 and September 1, 2009, based on the default date of June 1, 2009. At no time during the next 10 years did the Bank decelerate the loan and therefore pursuant to NRS 106.240, the Deed of Trust was terminated/discharged, no later than September 1, 2019.

At the hearing on the fully briefed cross-motions for summary judgment, the district court allowed the Bank to produce a Note that had an allonge attached, endorsed in blank from HUD to Cam VII Trust but signed by an employee of Cam VII Trust. The copy of the note produced in discovery did not have the allonge attached. Based on this evidence the district court found that the Note and DOT had been brought back together, as it found Selene was the servicer for Cam VII Trust.

The district court also found that the letter sent to the borrowers in 2009 was not a clear statement of acceleration, thus it concluded that NRS 106.240 was not triggered.

The district court entered summary judgment in favor of Selene and against SFR, and concluded that all the written instruments were valid and were not entitled to cancellation.

Selene did not request quiet title or a declaration that the DOT survived the foreclosure sale, and its MSJ did not ask for and the district court did not find or conclude that SFR took title subject to the DOT. Its only conclusions were that the DOT was not cancelled and neither were the notices based on the claims made.

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9. **Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Whether the DC abused its discretion granting summary judgment in favor of Selene when it relied on a promissory note that was different than the one Selene produced in discovery, and when the allonge, not attached to the copy produced in discovery, was endorsed in blank but was not signed by HUD, to whom the Note had been specially endorsed was not the entity that endorsed it in blank, therefore raising questions of material fact?

Whether the District Court erred in finding the loan was not accelerated by the letter sent to the borrower in 2009, thereby erroneously concluding that NRS 116.240 was not implicated.

10. **Pending proceeding in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

The issue of when a loan is accelerated and by what means for purposes of NRS 106.240 is currently before this court on a petition for rehearing in case no. 81293, SFR Investments Pool 1, LLC v. U.S. Bank, N.A. While the issue is not identical because there it is more about what and how a bank can decelerate once a loan is accelerated, the issue that a loan can be accelerated prior to the recording of a Notice of Default was raised in that case.

11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. **Other issues.** Does this appeal involve any of the following issues?

- ☐ Reversal of well-settled Nevada precedent (identify the case(s))
  - ☐ An Issue arising under the United States and/or Nevada Constitutions
  - X A substantial issue of first impression
  - X An issue of public policy
  - X An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
  - ☐ A ballot question
- If so, explain:

This case raises issues of first impression, still not resolved by a binding opinion as to how and by what means and language constitutes acceleration for purposes of NRS 106.240.

13. **Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes tha the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

NRAP 17(a)(11)-(12) – As set forth above, # 12, this case raises issues of first impression, or at least issues that have not yet been resolved in a published, binding opinion of this Court, as to issues related to the function of NRS 106.240. This appeal also raises issues about who can endorse a Promissory Note in blank, when the prior endorsement was special to a government agency, HUD, but HUD did not execute the allonge with endorsement in blank, but rather, the party to whom it was purportedly being transferred, in violation of NRS 111.205.

This appeal also includes an issue related to discovery and evidence, because the district court entertained and relied on documentary evidence which was not produced in discovery but the document produced at the hearing on summary judgment was altered from the copy originally produced. Summary judgment should be automatically improper under such circumstances since SFR was never given the opportunity to do discovery into that document. Further,

14. **Trial.** If this action proceeded to trial, how many days did the trial last?

N/a

Was it a bench or jury trial?

N/A

15. **Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

N/A

### **TIMELINESS OF NOTICE OF APPEAL**

16. **Date of entry of written judgment or order appealed from**

9/7/2021

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review: N/A

17. **Date written notice of entry of judgment or order was served**

No notice of entry has been served.

Was service by:

- ☐ Delivery  
☒ Mail/electronic/fax

18. **If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59) N/A**

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

- ☐ NRCP 50(b) Date of filing: N/A  
☐ NRCP 52(b) Date of filing: N/A  
NRCP 59 Date of filing: N/A

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or**

**reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v Washington, 126 Nev. \_\_\_, 245 P.3d 1190 (2010).**

- (b) Date of entry of written order resolving tolling motion:
- (c) Date written notice of entry of order resolving tolling motion was served:

Was service by:

☐ Delivery

☐ Mail/electronic

**19. Date notice of appeal filed**

October 7, 2021

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal: N/A

**20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other**

NRAP 4(a)

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

☒ NRAP 3A(b)(1)

☐ NRAP 3A(b)(2)

☐ NRAP 3A(b)(3)

☐ NRS 38.205

☐ NRS 233B.150

☐ NRS 703.376

☐ Other (specify)

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(b) Explain how each authority provides a basis for appeal from the judgment or order:



This appeal is taken from an order granting summary judgment.

22. **List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

SFR Investments Pool 1, LLC, plaintiff;

Selene Finance, L.P.

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in the appeal, e.g., formally dismissed, not served, or other:

N/A

23. **Give a brief description (3 to 4 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

SFR's claims against Selene:

1. Cancellation of Written Instrument – NOD/NOS – 9/7/21
2. Cancellation of Written Instrument – Deed of Trust – 9/7/21

24. **Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☒ Yes

☐ No

25. **If you answered “No” to question 23, complete the following:**

(a) Specify the claims remaining pending below:

Specify the parties remaining below:

(b) Did the district court certify the judgment or order appealed from as a

final judgment pursuant to NRCP 54(b)? **N/A**

Yes

No

(c) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment? – **N/A**

Yes

No

26. **If you answered “No” to any part of question 24, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

27. **Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

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<b>Exhibit</b>	<b>Title of Document</b>	<b>File-Stamp Date</b>
1	Complaint	April 2, 2020
2	Findings of Fact, Conclusions of Law and Order Granting Selene Finance, LP's Motion for Summary Judgment and Denying SFR Investments Pool 1, LLC's Motion for Summary Judgment	September 7, 2021

DATED this 8th day of November, 2021.

**KIM GILBERT EBRON**

*/s/ Jacqueline A. Gilbert*  
JACQUELINE A. GILBERT, ESQ.  
Nevada Bar No. 10593  
7625 Dean Martin Drive, Suite 110  
Las Vegas, NV 89139  
Attorneys for Appellant SFR  
Investments Pool 1, LLC

### **VERIFICATION**

I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my knowledge, information and belief, and that I have attached all required documents to this docketing statement.

SFR Investments Pool 1, LLC

Name of appellant

Jacqueline A. Gilbert

Name of Counsel of Record

11/8/2021

Date

/s/Jacqueline A. Gilbert

Signature of counsel of record

Clark County, Nevada

State and county where signed

## **CERTIFICATE OF SERVICE**

I hereby certify that on this 8th day of November 2021, I filed the foregoing **DOCKETING STATEMENT**, which shall be served via electronic service from the Court's eFlex system as follows:

### **Master Service List**

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**Docket Number and Case Title:** 83639 - SFR INVS. POOL 1, LLC VS. SELENE FIN., L.P.

**Case Category** Civil Appeal

**Information current as of:** Nov 08 2021 02:34 p.m.

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**Electronic notification will be sent to the following:**

Jacqueline Gilbert  
Janet Trost  
Christina Miller  
Chantel Schimming  
Brody Wight  
Diana Ebron

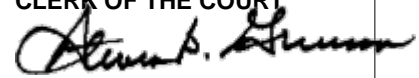
**Notification by traditional means must be sent to the following:**

/s/ Jacqueline A. Gilbert  
An employee of Kim Gilbert Ebron

# EXHIBIT 1

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7625 DEAN MARTIN DRIVE, SUITE 110  
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Electronically Filed  
4/2/2020 5:05 PM  
Steven D. Grierson  
CLERK OF THE COURT



CASE NO: A-20-813201-C  
Department 28

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*Attorneys for SFR Investments Pool 1, LLC*

**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

SFR INVESTMENTS POOL 1, LLC, a  
Nevada limited liability company,

Plaintiff,

vs.

SELENE FINANCE, L.P., a Limited  
Partnership,

Defendant.

Case No.:

**COMPLAINT**

**Arbitration Exemption:**

1. Action Concerning Real Property

SFR Investments Pool 1, LLC hereby files its complaint against Defendant as follows:

**PARTIES, JURISDICTION AND VENUE**

1. Plaintiff, SFR Investments Pool 1, LLC ("SFR"), at all relevant times stated herein, is and was a Nevada limited liability company with its principal place of business in Clark County, Nevada.

2. Upon information and belief, Defendant, Selene Finance, L.P. ("Selene"), is a foreign limited partnership, formed, organized and existing pursuant to the laws of the State of Delaware and is duly authorized to transact business in the State of Nevada.

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**GENERAL ALLEGATIONS**

3. On June 4, 2008, Maria R. Kersten and Robert Hakeem ("Borrowers") purchased real property located at 3767 Prairie Orchid Avenue, North Las Vegas, Nevada 89081, Parcel No. 123-31-211-049 (the "Property").

4. A deed of trust that was purportedly executed by the Borrowers, and which identified Primelending, a Plainscapital Company ("Primelending") as the Lender, and Mortgage Electronic Registrations Systems, Inc. ("MERS") as beneficiary, was recorded against the Property on June 10, 2006 as Instrument No. 20080610-0004376 ("Deed of Trust").

5. Paragraph 9 of the Deed of Trust, titled "Grounds for Acceleration of Debt" states that one ground upon which lender can require immediate payment of all sums secured by the deed of trust is a default in payment.

6. On August 1, 2011, a document titled "Assignment of Deed of Trust" was recorded against the Property as Instrument No. 201108010002362 ("Assignment"). The Assignment states that MERS grants, sells, assigns, transfers and conveys all beneficial interest in the Deed of Trust to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP ("BAC").

7. Upon information and belief, Cynthia Santos, the individual who executed the Assignment was really an employee of BAC rather than Countrywide or MERS.

8. On August 15, 2012, SFR acquired the Property by successfully bidding on the Property at a publicly-held foreclosure auction in accordance with NRS Chapter 116.

9. On September 11, 2012, the resulting Foreclosure Deed was recorded against the Property as Instrument No. 201209110002116.

10. On September 1, 2015, a document titled "Assignment of Deed of Trust" was recorded against the Property as Instrument No. 201509010002409 ("Assignment"). The Assignment states that BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, grants, sells, assigns, transfers and conveys all beneficial interest in the Deed of Trust to Selene Finance, LP.

11. Upon information and belief, Jason Burr, the individual who executed the Assignment was really an employee of Selene Finance and not BAC.

12. On December 17, 2019, a Notice of Default and Election to Sell Under Deed of Trust (“NOD”) was recorded against the Property as Instrument No. 201912170002528. The NOD indicates that the Borrowers became delinquent on or about June 1, 2009. The NOD further notes “full payment was demanded” although it does not specify the date such demand was made.

13. In or around March 30, 2020, SFR was mailed a Notice of Sale. The Notice of Sale sets a sale date of May 21, 2020. The notice of sale mailed to SFR is neither signed nor notarized.

14. Upon information and belief, in or around June 2009, the loan which the deed of trust secures became wholly due. This allegation is based on both the deed of trust and discovery received in other cases whereby Bank of America, who SFR understands serviced this loan during the relevant time period, issued notice of intent to accelerate letters within a short period for time after the borrower defaulted.

15. Upon information and belief, at no time within the ten years after the loan became wholly due, did Selene Finance, LP or any other entity claiming an interest in the Deed of Trust, or their agents, take any clear and unequivocal affirmative act necessary to decelerate the loan.

**FIRST CAUSE OF ACTION**  
**(Cancellation of Written Instrument – NOD and NOS)**

16. SFR repeats and re-alleges the allegations of paragraphs 1-15 as though fully set forth herein and incorporates that same by reference.

17. At origination, the Note and Deed of Trust were split.

18. Upon information and belief, Selene Finance, LP does not have possession of the original wet-ink promissory note.

19. Selene Finance, LP is not entitled to enforce the Deed of Trust.

20. Seline was never properly transferred the Note and/or Deed of Trust as Cynthia Santos, the individual who executed the Assignment was really an employee of BAC rather than Countrywide or MERS. Likewise, Jason Burr, the individual who executed the subsequent Assignment was really an employee of Selene Finance and not BAC.

21. Based on the foregoing, Selene lacks the authority to foreclose, and therefore the NOD and NOS are invalid/void.



22. SFR is entitled to a cancellation of the NOD and NOS, and if left outstanding, SFR will suffer serious injury. Selene is pursuing foreclosure, and if permitted to continue such foreclosure efforts, a sale can take place as early as May 21, 2020 (the date indicated on the Notice of Sale). Failure to cancel the NOD may result in damages, including, but not limited to, loss of the Property.

**SECOND CAUSE OF ACTION**  
**(Cancellation of Written Instrument – Deed of Trust)**

23. SFR repeats and re-alleges the allegations of paragraphs 1-22 as though fully set forth herein and incorporates that same by reference.

24. Currently recorded against the Property is the Deed of Trust as Instrument No. 20080610-0004376.

25. Selene Finance, LP, is the purported beneficiary of the Deed of Trust.

26. Upon information and belief, between June 1, 2009, but no later than September 1, 2009, the loan which the deed of trust secures became wholly.

27. Upon information and belief, after default on June 1, 2009, Borrowers made no further payments.

28. At no time within the ten years after the loan became wholly due did Selene Finance or any other entity claiming an interest in the Deed of Trust, or their agents, take any clear and unequivocal affirmative act necessary to decelerate the loan.

29. By virtue of the loan becoming wholly due, pursuant to NRS 106.240, the Deed of Trust was terminated/discharged as early as June 1, 2019, but no later than September 1, 2019.

30. SFR is entitled to a cancellation of the Deed of Trust, and if left outstanding, SFR will suffer serious injury. Selene Finance is pursuing foreclosure, and if permitted to continue such foreclosure efforts, a sale can take place as early as May 21, 2020. Failure to cancel the Deed of Trust may result in damages, including, but not limited to, loss of the Property.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. That the Notice of Default recorded as Instrument No. 20191217-0002528 and the Notice of Sale be declared void;

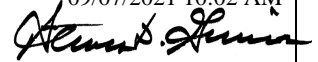
2. That the Deed of Trust recorded as Instrument No. 20080610-0004376 be declared terminated/discharged;
3. That Defendant Selene Finance, LP record and deliver a reconveyance of the Deed of Trust to the clerk of the court for cancellation;
4. For damages in excess of \$15,000 or treble the amount of actual damages;
5. For an injunction enjoining the exercise of the power of sale;
6. For reasonable attorneys' fees;
7. For costs; and
8. For such other and further relief the Court deems proper.

Dated this 2nd day of April, 2020.

**KIM GILBERT EBRON**

/s/ Karen L. Hanks  
KAREN L. HANKS, ESQ.  
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7625 Dean Martin Drive, Suite 110  
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*Attorneys for SFR Investments Pool 1, LLC*

# EXHIBIT 2

  
CLERK OF THE COURT

**FFCO**

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**DISTRICT COURT  
CLARK COUNTY, NEVADA**

SFR INVESTMENTS POOL 1, LLC, a Nevada  
limited liability company,

Plaintiff,

vs.

SELENE FINANCE, L.P., a Limited  
Partnership,

Defendant.

Case No.: A-20-813201-C  
Dept. No.: 29

**FINDINGS OF FACT, CONCLUSIONS  
OF LAW AND ORDER GRANTING  
SELENE FINANCE, LP'S MOTION FOR  
SUMMARY JUDGMENT AND  
DENYING SFR INVESTMENTS POOL  
1, LLC'S MOTION FOR SUMMARY  
JUDGMENT**

This matter came before the Court for hearing on July 7, 2021, on competing motions for summary judgment filed by Plaintiff SFR Investments Pool 1, LLC's ("SFR") and Defendant Selene Finance, L.P.'s ("Selene") with Diana Ebron of Kim Gilbert Ebron appearing on behalf of SFR and Brody Wight of Wright, Finlay & Zak, LLP appearing on behalf of Selene. The Court, having reviewed the competing motions for summary judgment, the oppositions to the motions, all replies in support of the motions, and all documents and affidavits attached to the briefing, having further considered the argument by counsel at the hearing on the motions, makes the following findings of fact and conclusions of law:

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**FINDINGS OF FACT**

1. On or about June 10, 2008, Maria R. Kersten and Robert D. Hakeem (“Borrowers”) purchased real property located at 3767 Prairie Orchid Ave., North Las Vegas, NV 89081, APN: 123-31-211-049 (the “Property”).

2. Borrowers obtained a loan in the amount of \$188,231.00 to purchase the Property evidenced by a Promissory Note and secured by a Deed of Trust.

3. The Promissory Note identifies Primelending, A Plainscapital Company (“Primelending”) as the lender and payee (the “Note”). That Note now contains several endorsements: Primelending first endorsed the Note to Taylor, Bean & Whitaker Mortgage Corp. (“TBW”), TBW then endorsed the Note to the Secretary of Housing and Urban Development (“HUD”), and HUD then endorsed the Note to CAM VII Trust.

4. Finally, attached to the last page of the Note is a document entitled, “Allonge to the Note” (the “Allonge”). The Allonge states:

Statement of Purpose: This Note Allonge is attached to and makes part of the Note, or the purpose of Note Holder Endorsements to evidence transfer of interest.

The Allonge contains the loan number, name of the Borrowers, date of the Note, amount of the original loan, and the name of the original lender. It finally states, “Without Recourse, Pay to the Order of: \_\_\_\_\_” and the rest is left blank. The Allonge is endorsed by CAM VII Trust.

5. The loan to the Borrowers is further secured by a First Deed of Trust (the “Deed of Trust”) recorded against title to the Property on June 10, 2008. The Deed of Trust lists Primelending as the lender and MERS as the beneficiary “solely as a nominee for [Primelending] and [Primelending’s] successors and assigns.” (the Note and Deed of Trust are collectively referred to herein as the “Loan”).

6. On August 1, 2011, MERS assigned the Deed of Trust to BAC Home Loans Servicing LP fka Countrywide Home Loans Servicing LP (referred to herein along with its successor by merger, Bank of America, N.A., as “BANA”). The Assignment was recorded against the Property in the Clark County Recorder’s Office (the “2011 Assignment”).

1           7.       The 2011 Assignment states that MERS “does hereby grant, sell, assign, transfer  
2 and convey to [BANA] . . . all beneficial interest under that certain Deed of Trust . . . together  
3 with the note(s) and obligations therein described and the money due and become due thereon  
4 with interest and all rights accrued or to accrue under said Deed of Trust.”

5           8.       On September 1, 2015, BANA then assigned the Deed of Trust to Selene (the  
6 “2015 Assignment”). The 2015 Assignment was recorded against the Property in the Clark  
7 County Recorder’s Office.

8           9.       The Deed of Trust states that the Note “provides for monthly payments, with the  
9 full debt, if not paid earlier, due and payable on July 1, 2038.” It further states that “Lender may,  
10 except as limited by regulations issued by the Secretary, in the case of payment defaults, require  
11 immediate payment in full of all sums secured by this Security Instrument[.]”

12          10.       Similarly, the Note does not require acceleration upon default: “If Borrower  
13 defaults by failing to pay in full any monthly payment, then Lender may, except as limited by  
14 regulations of the Secretary in the case of payment defaults, require immediate payment in full of  
15 the principal balance remaining due and all accrued interest.” The Note also expressly states that  
16 “Lender may choose not to exercise this option without waiving its rights in the event of any  
17 subsequent default.”

18          11.       At some point in 2009, the Borrowers failed to make timely payments on the Loan,  
19 and the Loan went into default.

20          12.       On September 8, 2009, the then servicer of the Deed of Trust, BANA, sent a letter  
21 to the Borrowers entitled “Notice of Intent to Accelerate” (the “2009 Notice of Intent” or “2009  
22 Notice”). That Notice states that the Borrowers were in default in the amount of \$6,107.79. It  
23 goes on to state, “[i]f the default is not cured on or before October 8, 2009, the mortgage payments  
24 will be accelerated with the full amount remaining accelerated and becoming due and payable in  
25 full, and foreclosure proceedings will be initiated at that time.”

26          13.       The 2009 Notice references other ways of preventing acceleration other than  
27 curing the default. It states, for example, that the Borrowers could enter a payment plan or a loan  
28 modification that would prevent acceleration.

1           14.     Although the Borrowers did not cure the default at that time, there was no evidence  
2 presented to suggest that BANA took any further action to accelerate the debt or initiate  
3 foreclosure proceedings at that time.

4           15.     On December 7, 2012, BANA sent the Borrowers a letter regarding repayment of  
5 the loan (the “2012 Letter”). The 2012 Letter states, “The total amount needed to reinstate or to  
6 bring the account current is \$68,166.53,” which was significantly less than the principal obligation  
7 under the mortgage, which the Letter states was \$186,486.50.

8           16.     On May 17, 2013, BANA sent the Borrowers another nearly identical “Notice of  
9 Intent to Accelerate and Foreclose” (the “May 2013 Notice of Intent” or “May 2013 Notice”).  
10 The May 2013 Notice states that the Borrowers are in serious default but that they may reinstate  
11 the loan by repaying all past due monthly charges and uncollected costs then totaling \$76,470.03,  
12 which did not represent the full amount of the debt due under the Note and Deed of Trust, i.e. the  
13 accelerated amount.

14           17.     Just like the 2009 Notice, the May 2013 Notice similarly states, “[i]f the default is  
15 not cured on or before June 26, 2013, the mortgage payments **will be accelerated** with the full  
16 amount remaining accelerated and becoming due and payable in full, and foreclosure proceedings  
17 will be initiated at that time.”

18           18.     BANA sent the Borrowers a very similar Notice on July 5, 2013, stating a payment  
19 of \$79,930.63 was necessary to bring the loan current (the “July 2013 Notice”). That July 2013  
20 Notice contained the same language stating that the debt would be accelerated in the future and  
21 BANA would initiate foreclosure if the Borrowers did not cure the default.

22           19.     On April 22, 2014, the then servicer of the Deed of Trust, BSI Financial Services,  
23 Inc. (“BSI”),<sup>1</sup> sent the Borrowers a fourth “Notice of default and Intent to Accelerate” (the “2014  
24 Notice of Intent” or “2014 Notice”). The 2014 Notice states that the amount “due as of the date  
25 of this letter” consisted of monthly payments and other fees totaling \$95,748.12, which was  
26 significantly less than the principal amount of the debt due under the Note and Deed of Trust.

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27  
28 <sup>1</sup> See, Decl. of Amy Intorcchia, **Exhibit 1**, ¶ 7; Notice of Servicing Transfer attached as **Exhibit 12**  
[Selene 1059].

1           20.     The Notice further states that if the loan is not brought current by May 27, 2014,  
2 the failure to cure “may result in acceleration of the sums secured by the [Deed of Trust] and sale  
3 of the property.”<sup>2</sup> BSI took no further action after sending the 2014 Notice. It did not take any  
4 action to accelerate the loan and did not begin the foreclosure process.

5           21.     After Selene became the servicer of the Loan, it recorded a “Notice of Default and  
6 Election to sell Under Deed of Trust” (“NOD”) on December 17, 2019, in the Clark County  
7 Recorder’s Office.

8           22.     Selene then recorded a Notice of Trustee’s Sale against the Property on April 1,  
9 2020, setting the foreclosure sale for May 21, 2020 (“Notice of Sale”).

10          23.     The Laurel Canyon Homeowners Association foreclosed on the Property under a  
11 lien for past due assessments in September 2012.

12          24.     After Selene recorded the NOD to foreclose on the Deed of Trust in 2019, SFR  
13 filed the current suit alleging a claim for Cancellation of Written Instruments (Notice of Default  
14 and Notice of Sale) and for Cancellation of Written Instrument (Deed of Trust) based on two  
15 theories: (1) the Deed of Trust was terminated pursuant to NRS 106.240 and (2) the Deed of Trust  
16 and underlying promissory note were separated and not reunited.

17          25.     SFR argues in its competing Motion for Summary Judgment that BANA made the  
18 debt wholly due some time in 2009 and failed to take actions to de-accelerate the loan, such that  
19 the Deed of Trust was terminated pursuant to NRS 106.240.

20          26.     SFR also argues that the Note and Deed of Trust were separated on origination and  
21 were never reunited preventing Selene from foreclosing under the Deed of Trust. SFR argues that  
22 Selene produced various copies of the Note during discovery and failed to produce the original,  
23 wet-ink signature Note during the discovery period.

24          27.     In regards to SFR’s first argument, Selene argues in its Motion for Summary  
25 Judgment and in its Opposition to SFR’s Motion that (a) the debt was not accelerated in 2009, (b)  
26 even if the debt was accelerated in 2009 it was decelerated thereafter, (c) that the provisions of  
27 NRS 106.240 do not apply to accelerations, and (d) that NRS 106.240 is not a statute of repose.

28  

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<sup>2</sup> *Id.* at p. 2.



28. In regards to SFR's second argument, Selene argues in its opposition to SFR's Motion that the Note and Deed of Trust were either reunited when MERS assigned the Deed of Trust and Note to BANA or when Selene came into physical possession of the Note with the Allonge endorsing it in blank.

29. Selene brought the original, wet-ink signature Note to the hearing on the motions for summary judgment.

## CONCLUSIONS OF LAW

### *Standard of Proof*

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

### ***SFR's NRS 106.240 Claims***

2. NRS 106.240 states:

The lien heretofore or hereafter created of any mortgage or deed of trust upon any real property, appearing of record, and not otherwise satisfied and discharged of record, shall at the expiration of 10 years after the debt secured by the mortgage or deed of trust according to the terms thereof or any recorded written extension thereof become wholly due, terminate, and it shall be conclusively presumed that the debt has been regularly satisfied and the lien discharged.

3. SFR argues that the 2009 Notice of Intent accelerated the Borrowers' Loan in October 2009, which made the debt become "wholly due" on that date. It further argues that NRS 106.240 acts as a statute of repose preventing Selene from enforcing the Deed of Trust ten years after the Deed of Trust became wholly due. According to SFR, the debt in this case allegedly

1 became wholly due in October 2009, but Selene did not issue the NOD until December 2019,  
2 more than ten years later. SFR argues, therefore, that NRS 106.240 bars Selene from foreclosing.

3         4.       This Court first enquires whether the debt was actually accelerated by the 2009  
4 Notice of Intent. SFR argues that the language of the Notice, which stated that the debt would be  
5 accelerated in October 2009 if the default was not cured beforehand, acted as an automatic trigger  
6 that accelerated the debt. Selene argues that the Notice only stated BANA's intent to accelerate  
7 the debt but did not act as an automatic trigger.

8         5.       The Nevada Supreme Court has held that where, as is the case here, a deed of trust  
9 or other instrument permits an optional acceleration upon default of a loan, the activation of that  
10 acceleration clause requires "affirmative action on the part of the creditor . . . in a manner so clear  
11 and unequivocal that it leaves no doubt as to the lender's intention." *Clayton v. Gardner*, 107  
12 Nev. 468, 470, 813 P.2d 997, 998 (1991).

13         6.       Here, the 2009 Notice of Intent does not unequivocally accelerate the debt. It is  
14 not clear beyond doubt that BANA intended the 2009 Notice of Intent to automatically trigger  
15 acceleration if the default was not cured before October 2009. Rather, it is reasonable to interpret  
16 the Notice as doing no more than communicating BANA's future intentions. BANA was required  
17 to take further steps to accelerate the debt, and there is no evidence that BANA took those steps  
18 here.

19         7.       The various notices that BANA and the subsequent servicers sent the borrowers  
20 after October 2009 further confirm that BANA did not intend the 2009 Notice to accelerate the  
21 debt. The May 2013 Notice, July 2013 Notice and 2014 Notice each stated that the amount due  
22 was less than the accelerated amount (the full amount of the debt due under the Note and Deed of  
23 Trust), and those notices also threatened future acceleration just like the 2009 Notice. Viewed  
24 together, these notices provide evidence that BANA and the subsequent servicers did not view  
25 any of the notices of intent as automatically accelerating the debt and believed that further action  
26 was necessary to accelerate.

27         8.       Without any evidence that the debt was accelerated in 2009, SFR's claim under  
28 NRS 106.240 fails as unsupported by the facts presented in the case. The Court sees no need to

1 address Selene's arguments regarding the interpretation of NRS 106.240 and does not now need  
2 to determine whether accelerations trigger the "wholly due" date in the statute or whether NRS  
3 106.240 is a statute of repose.

4 9. Thus, SFR's claims for cancellation of instruments based on NRS 106.240 fail.

5 10. Pursuant to the holding of the Nevada Supreme Court in *Edelstein v. Bank of N.Y.*  
6 *Mellon*, 128 Nev. 505, 521, 286 P.3d 249, 259 (2012) ("*Edelstein*"), when a promissory note and  
7 deed of trust are split on origination, the note and deed of trust must be reunited before the holder  
8 of the deed of trust may foreclose on the property secured by the deed of trust. However, once the  
9 note and deed of trust are reunited, any problem created by the separation of the deed of trust  
10 "vanishes when the same entity acquires both the security deed and the note." (Internal citations  
11 omitted).

12 11. Here, SFR argues that the Deed of Trust and Note were split on origination because  
13 Primelending was the party entitled to repayment under the Note while MERS was named as a  
14 beneficiary under the Deed of Trust. SFR further argues that the Note and Deed of Trust were  
15 never reunited, and Selene does not now have the authority to conduct foreclosure under the Deed  
16 of Trust.

17 12. While SFR was correct that the Note and Deed of Trust were split on origination,  
18 Selene has produced evidence to show that the Note and Deed of Trust were reunited.

19 13. The Nevada Supreme Court in *Edelstein* outlined two ways that a deed of trust and  
20 note may be reunited, both of which are applicable in this case.

21 14. First, when MERS is named as the beneficiary to a deed of trust as a nominee for  
22 the lender named in a note as well as the lender's successors and assigns, MERS becomes the  
23 agent of the lender, giving MERS the power to assign both the deed of trust on behalf of itself  
24 and the note on behalf of the lender. *Id.* 128 Nev. at 521, 286 P.3d at 260. When MERS records  
25 an assignment of the Note and Deed of Trust, it reunites the two instruments. *Id.*

26 15. Second, when an allonge is attached to a note endorsing it "in blank" (which means  
27 that the party endorsing it states that the note should be paid to the order of \_\_\_\_, but leaves the  
28 space to put the party blank), the party who physically possess the note is entitled to repayment,

1 and if that is the same party as the party that holds the deed of trust, the possession of both is  
2 sufficient to reunite the note and deed of trust. *See id.* 128 Nev. at 523, 286 P.3d at 261.

3 16. For both of those reasons, the Nevada Supreme Court in *Edelstein* found that the  
4 note and deed of trust in that case were reunited and the party holding both had authority to  
5 conduct the foreclosure. *See id.*

6 17. This case is indistinguishable from *Edelstein*. First, MERS was named as the  
7 beneficiary in the Deed of Trust solely as the nominee of Primelending as well as its successors  
8 and assignees. Thus, MERS had the authority to assign the Note and Deed of Trust, and it assigned  
9 both to BANA in the recorded 2011 Assignment, thereby reuniting the instruments. Then, when  
10 BANA transferred the Deed of Trust to Selene in the 2015 assignment, the Note was automatically  
11 transferred with the Deed of Trust. *See id.* 128 Nev. at 518, 286 P.3d at 258 (citing Restatement  
12 (Third) of Prop.: Mortgages § 5.4(a) (1997) (noting that approach “a promissory note and a deed  
13 of trust are automatically transferred together unless the parties agree otherwise”).

14 18. Second, the Note in this case contained several endorsements ending in the  
15 Allonge with CAM VII Trust endorsing the Note in blank. The Allonge is attached to the Note  
16 and enforceable. Since Selene is in physical possession of the Note signed in blank, it is entitled  
17 to repayment under the Note and its simultaneous possession of the Deed of Trust as record  
18 beneficiary thereof reunited both instruments.

19 19. Under either theory the Note and Deed of Trust were reunited and SFR’s claims  
20 for cancellation of instruments fail.

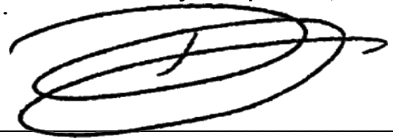
21 IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that SFR’s Motion for  
22 Summary Judgment is DENIED.

23 IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Selene’s Motion for  
24 Summary Judgment is GRANTED.

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IT IS SO ORDERED.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021. Dated this 7th day of September, 2021



\_\_\_\_\_  
DISTRICT COURT JUDGE  
**1E8 8BF EE14 5672**  
**David M Jones**  
**District Court Judge**

Respectfully submitted by:  
WRIGHT, FINLAY & ZAK, LLP

\_\_\_\_\_  
/s/ Brody Wight  
Brody R. Wight, Esq.  
Nevada Bar No. 13615  
7785 W. Sahara Ave., Suite 200  
Las Vegas, Nevada 89117  
*Attorneys for Defendant, Selene Finance, L.P.*

Approved as to form and content:  
KIM GILBERT EBRON

\_\_\_\_\_  
/s/ Diana Ebron  
Diana S. Ebron, Esq.  
Nevada Bar No. 10580  
7625 Dean Martin Dr., Suite 110  
Las Vegas, Nevada 89074  
*Attorneys for Plaintiff SFR Investments Pool 1, LLC*

## Brody R. Wight

---

**From:** Brody R. Wight  
**Sent:** Thursday, September 2, 2021 7:18 AM  
**To:** 'Diana Ebron'  
**Cc:** Savelt; Tonya Sessions; 3767 Prairie Orchid Ave. (de715b910+matter1042007581@maildrop.clio.com); Candi Fay; Jackie Gilbert; chandel schimming  
**Subject:** RE: SFR v. Selene Finance A-20-813201-C Proposed Order (WFZ No. 681-2020391)

Diana,

I am sorry to hear about your brother. I hope everything is alright. Thank you for getting to this. I have accepted all of your changes and will attach and submit the clean version you sent to me with your e-signature attached.

**Brody R. Wight, Esq.**  
*Attorney*



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**Wright, Finlay & Zak: Your Counsel for California, Nevada, Arizona, Washington, Oregon, New Mexico, Utah, Idaho, Wyoming, Hawaii, and South Dakota**



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**From:** Diana Ebron <diana@kgelegal.com>  
**Sent:** Wednesday, September 1, 2021 4:01 PM  
**To:** Brody R. Wight <bwight@wrightlegal.net>  
**Cc:** Savelt <Savelt@wrightlegal.net>; Tonya Sessions <tsessions@wrightlegal.net>; 3767 Prairie Orchid Ave. (de715b910+matter1042007581@maildrop.clio.com) <de715b910+matter1042007581@maildrop.clio.com>; Candi Fay <candifay@kgelegal.com>; Jackie Gilbert <jackie@kgelegal.com>; chandel schimming <chandel@kgelegal.com>  
**Subject:** Re: SFR v. Selene Finance A-20-813201-C Proposed Order (WFZ No. 681-2020391)

Hi Brody,

Attached are my redlines and a clean version. If you are ok with my changes, you may submit with my esignature. Let me know if you have any questions.

Thanks,

Diana

---

**From:** Diana Ebron <[diana@kgelegal.com](mailto:diana@kgelegal.com)>  
**Sent:** Wednesday, September 1, 2021 1:55 PM  
**To:** Brody R. Wight <[bwight@wrightlegal.net](mailto:bwight@wrightlegal.net)>  
**Cc:** Savelt <[Savelt@wrightlegal.net](mailto:Savelt@wrightlegal.net)>; Tonya Sessions <[tsessions@wrightlegal.net](mailto:tsessions@wrightlegal.net)>; 3767 Prairie Orchid Ave. ([de715b910+matter1042007581@maildrop.clio.com](mailto:de715b910+matter1042007581@maildrop.clio.com)) <[de715b910+matter1042007581@maildrop.clio.com](mailto:de715b910+matter1042007581@maildrop.clio.com)>; Candi Fay <[candifay@kgelegal.com](mailto:candifay@kgelegal.com)>; Jackie Gilbert <[jackie@kgelegal.com](mailto:jackie@kgelegal.com)>; chanel schimming <[chanel@kgelegal.com](mailto:chanel@kgelegal.com)>  
**Subject:** Re: SFR v. Selene Finance A-20-813201-C Proposed Order (WFZ No. 681-2020391)

Hi Brody,

I'm so sorry. I am almost done but not quite. I found out Monday that one of my younger brothers is extremely ill with Covid and it's had me a bit distracted on top of everything else. I'll get it to you as soon as I can today.

Thanks,  
Diana

---

**From:** Brody R. Wight <[bwight@wrightlegal.net](mailto:bwight@wrightlegal.net)>  
**Sent:** Wednesday, September 1, 2021 10:31 AM  
**To:** Diana Ebron <[diana@kgelegal.com](mailto:diana@kgelegal.com)>  
**Cc:** Savelt <[Savelt@wrightlegal.net](mailto:Savelt@wrightlegal.net)>; Tonya Sessions <[tsessions@wrightlegal.net](mailto:tsessions@wrightlegal.net)>; 3767 Prairie Orchid Ave. ([de715b910+matter1042007581@maildrop.clio.com](mailto:de715b910+matter1042007581@maildrop.clio.com)) <[de715b910+matter1042007581@maildrop.clio.com](mailto:de715b910+matter1042007581@maildrop.clio.com)>; Candi Fay <[candifay@kgelegal.com](mailto:candifay@kgelegal.com)>; Jackie Gilbert <[jackie@kgelegal.com](mailto:jackie@kgelegal.com)>; chanel schimming <[chanel@kgelegal.com](mailto:chanel@kgelegal.com)>  
**Subject:** RE: SFR v. Selene Finance A-20-813201-C Proposed Order (WFZ No. 681-2020391)

Hi Diana,

Do you have any progress on this order? I would like to submit it today if possible.

**Brody R. Wight, Esq.**  
*Attorney*



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**From:** Diana Ebron <[diana@kgelegal.com](mailto:diana@kgelegal.com)>  
**Sent:** Friday, August 27, 2021 5:21 PM  
**To:** Brody R. Wight <[bwight@wrightlegal.net](mailto:bwight@wrightlegal.net)>  
**Cc:** Savelt <[Savelt@wrightlegal.net](mailto:Savelt@wrightlegal.net)>; Tonya Sessions <[tsessions@wrightlegal.net](mailto:tsessions@wrightlegal.net)>; 3767 Prairie Orchid Ave. ([de715b910+matter1042007581@maildrop.clio.com](mailto:de715b910+matter1042007581@maildrop.clio.com)) <[de715b910+matter1042007581@maildrop.clio.com](mailto:de715b910+matter1042007581@maildrop.clio.com)>; Candi Fay <[candifay@kgelegal.com](mailto:candifay@kgelegal.com)>; Jackie Gilbert <[jackie@kgelegal.com](mailto:jackie@kgelegal.com)>; chandel schimming <[chantel@kgelegal.com](mailto:chantel@kgelegal.com)>  
**Subject:** Re: SFR v. Selene Finance A-20-813201-C Proposed Order (WFZ No. 681-2020391)

Thanks, Brody. I forgot to order the transcript and the minute order doesn't shed much light on the discussion, which lasted quite awhile longer than I originally expected. I'll touch base with you Monday morning on the order. I need to go through all of the briefing again.

Have a good weekend,

Diana

---

**From:** Brody R. Wight <[bwight@wrightlegal.net](mailto:bwight@wrightlegal.net)>  
**Sent:** Friday, August 27, 2021 3:16 PM  
**To:** Diana Ebron <[diana@kgelegal.com](mailto:diana@kgelegal.com)>  
**Cc:** Savelt <[Savelt@wrightlegal.net](mailto:Savelt@wrightlegal.net)>; Tonya Sessions <[tsessions@wrightlegal.net](mailto:tsessions@wrightlegal.net)>; 3767 Prairie Orchid Ave. ([de715b910+matter1042007581@maildrop.clio.com](mailto:de715b910+matter1042007581@maildrop.clio.com)) <[de715b910+matter1042007581@maildrop.clio.com](mailto:de715b910+matter1042007581@maildrop.clio.com)>; Candi Fay <[candifay@kgelegal.com](mailto:candifay@kgelegal.com)>; Jackie Gilbert <[jackie@kgelegal.com](mailto:jackie@kgelegal.com)>; chandel schimming <[chantel@kgelegal.com](mailto:chantel@kgelegal.com)>  
**Subject:** RE: SFR v. Selene Finance A-20-813201-C Proposed Order (WFZ No. 681-2020391)

I did not. I don't want you to have to rush on this over the weekend. By Monday I would just like to know if you think we can come up with a joint proposed order. If you think we can come up with one, you can take a day to make any proposed edits.

**Brody R. Wight, Esq.**  
*Attorney*



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---

**From:** Diana Ebron <[diana@kgelegal.com](mailto:diana@kgelegal.com)>  
**Sent:** Friday, August 27, 2021 2:03 PM  
**To:** Brody R. Wight <[bwight@wrightlegal.net](mailto:bwight@wrightlegal.net)>  
**Cc:** Savelt <[Savelt@wrightlegal.net](mailto:Savelt@wrightlegal.net)>; Tonya Sessions <[tsessions@wrightlegal.net](mailto:tsessions@wrightlegal.net)>; 3767 Prairie Orchid Ave. (de715b910+matter1042007581@maildrop.clio.com) <[de715b910+matter1042007581@maildrop.clio.com](mailto:de715b910+matter1042007581@maildrop.clio.com)>; Candi Fay <[candifay@kgelegal.com](mailto:candifay@kgelegal.com)>; Jackie Gilbert <[jackie@kgelegal.com](mailto:jackie@kgelegal.com)>; chanel schimming <[chanel@kgelegal.com](mailto:chanel@kgelegal.com)>  
**Subject:** Re: SFR v. Selene Finance A-20-813201-C Proposed Order (WFZ No. 681-2020391)

Did you happen to get a transcript of the hearing?

---

**From:** Diana Ebron <[diana@kgelegal.com](mailto:diana@kgelegal.com)>  
**Sent:** Friday, August 27, 2021 1:56 PM  
**To:** Brody R. Wight <[bwight@wrightlegal.net](mailto:bwight@wrightlegal.net)>  
**Cc:** Savelt <[Savelt@wrightlegal.net](mailto:Savelt@wrightlegal.net)>; Tonya Sessions <[tsessions@wrightlegal.net](mailto:tsessions@wrightlegal.net)>; 3767 Prairie Orchid Ave. (de715b910+matter1042007581@maildrop.clio.com) <[de715b910+matter1042007581@maildrop.clio.com](mailto:de715b910+matter1042007581@maildrop.clio.com)>  
**Subject:** Re: SFR v. Selene Finance A-20-813201-C Proposed Order (WFZ No. 681-2020391)

I'm so sorry. I'll get it to you by Monday morning, if not sooner.

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**From:** Brody R. Wight <[bwight@wrightlegal.net](mailto:bwight@wrightlegal.net)>  
**Sent:** Friday, August 27, 2021 10:12 AM  
**To:** Diana Ebron <[diana@kgelegal.com](mailto:diana@kgelegal.com)>  
**Cc:** Savelt <[Savelt@wrightlegal.net](mailto:Savelt@wrightlegal.net)>; Tonya Sessions <[tsessions@wrightlegal.net](mailto:tsessions@wrightlegal.net)>  
**Subject:** Re: SFR v. Selene Finance A-20-813201-C Proposed Order (WFZ No. 681-2020391)

Hi Diana,

Have you had a chance to review the order on this? I am planning on submitting it on Monday afternoon. If I don't hear back, I will copy you on the submittal and let the court know we could not come to an agreement.

Sent from my iPhone

On Jul 28, 2021, at 2:51 PM, Brody R. Wight <[bwight@wrightlegal.net](mailto:bwight@wrightlegal.net)> wrote:

Diana,

I have attached the proposed order granting summary judgment in the above-captioned case. Please review and let me know if you are willing to approve the order. I am, of course, open to making some changes to the order, but I will likely not agree to drastic changes.

**Brody R. Wight, Esq.**  
*Attorney*

<image001.gif>

7785 W. Sahara Ave., Suite 200  
Las Vegas, Nevada 89117  
(702) 946-1345 Fax  
(702) 475-7968 Main Ext 7034  
[bwight@wrightlegal.net](mailto:bwight@wrightlegal.net)

**Wright, Finlay & Zak: Your Counsel for California, Nevada, Arizona, Washington, Oregon, New Mexico, Utah, Idaho, Wyoming, Hawaii, and South Dakota**

<image002.png>

PLEASE BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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<Proposed Order Granting Summary Judgment.docx>

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1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 SFR Investments Pool 1 LLC,  
Plaintiff(s)

CASE NO: A-20-813201-C

7 vs.

DEPT. NO. Department 29

8  
9 Selene Finance LP, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/7/2021

15 KGE Legal Staff

staff@kgelegal.com

16 KGE E-Service List

eservice@kgelegal.com

17 Diana Ebron

diana@kgelegal.com

18 DEFAULT ACCOUNT

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20 Christina Miller

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21 Brody Wight

bwight@wrightlegal.net

22 Candi Fay

candifay@kgelegal.com

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