

IN THE SUPREME COURT OF THE STATE OF NEVADA

CARL F. PIAZZA,
Appellant,
vs.
CITIMORTGAGE, INC.,
Respondent.

No. 57026

FILED

JAN 20 2012

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *H. Ingham*
DEPUTY CLERK

ORDER AFFIRMING IN PART, REVERSING IN PART, AND
REMANDING

This is an appeal from a district court order granting a petition for judicial review in a foreclosure mediation action. Eighth Judicial District Court, Clark County; Donald M. Mosley, Judge.

In 2006, appellant Carl Piazza purchased a residence with a loan of \$761,000. Three years later, he defaulted on his loan payments and elected to participate in the Foreclosure Mediation Program with respondent CitiMortgage, Inc. The parties were unable to reach an agreement and, because the mediator found that CitiMortgage failed to bring the required documentation to the mediation, CitiMortgage was not issued a certificate that would allow it to proceed with foreclosure. CitiMortgage filed a petition for judicial review in the district court. The court found that CitiMortgage brought the required documentation to the mediation and that it had authority to modify Piazza's loan. The district court further found that CitiMortgage participated in the mediation in

good faith and ordered that a foreclosure certificate be issued to CitiMortgage. This appeal followed.¹

On appeal, Piazza contends that the district court abused its discretion in refusing to sanction CitiMortgage and in ordering that it be issued a foreclosure certificate. He argues that the issuance of a foreclosure certificate was improper because the Broker's Price Opinion (BPO) that CitiMortgage produced at the mediation did not strictly comply with the statutory requirements set forth in NRS 645.2515(3), and the assignments of the deed of trust that CitiMortgage presented at the mediation were flawed.² For the reasons set forth below, we affirm in part and reverse in part the district court's order granting CitiMortgage's petition for judicial review, and remand for further proceedings.

The district court abused its discretion in ordering a foreclosure certificate to be issued to CitiMortgage

"[W]e . . . review a district court's decision regarding the imposition of sanctions for a party's participation in the Foreclosure Mediation Program under an abuse of discretion standard." Pasillas v. HSBC Bank USA, 127 Nev. ___, ___, 255 P.3d 1281, 1286 (2011).

In Pasillas, we concluded that a complete mortgage note and assignments of the note and deed of trust must be provided under the

¹As the parties are familiar with the facts, we do not recount them further except as necessary to our disposition.

²We have carefully considered Piazza's remaining contentions and conclude that they are without merit.

rules of the Foreclosure Mediation Program. 127 Nev. at ___, 255 P.3d at 1285. In Leyva v. National Default Servicing Corp., we held that these core or “essential documents” must be in strict compliance. 127 Nev. ___, ___, 255 P.3d 1275, 1277, 1279 (2011). We did not, however, establish strict compliance requirements for the individual contents of a BPO and other documents that are collateral to ensuring that the party foreclosing has authority to do so. See id. at ___, 255 P.3d at 1279 (discussing the intent behind the Foreclosure Mediation Program in reaching the conclusion that strict compliance is required with respect to assignments of the deed of trust and mortgage note).

Here, CitiMortgage produced a BPO that substantially complied with NRS 645.2515(3). Accordingly, we affirm the district court’s order to the extent that it determined that the issuance of a foreclosure certificate was not precluded by CitiMortgage’s failure to produce a BPO that was in strict compliance.

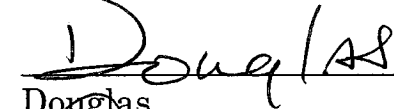
Nonetheless, based upon the record on appeal, it does not appear that the district court reviewed the assignments presented by CitiMortgage to ensure that they were in strict compliance. The district court, therefore, abused its discretion in ordering a foreclosure certificate to be issued. We therefore reverse and remand this matter to the district court for further proceedings. On remand, we direct the district court to evaluate whether the assignments presented by CitiMortgage were in strict compliance. In this, the court must consider whether the documents

presented establish that the deed of trust was properly assigned and make appropriate findings related thereto. Accordingly, we

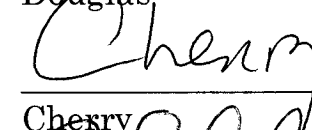
ORDER the judgment of the district court AFFIRMED IN PART AND REVERSED IN PART AND REMAND this matter to the district court for proceedings consistent with this order.

 _____, C.J.

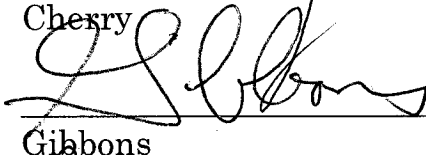
Saitta

 _____, J.

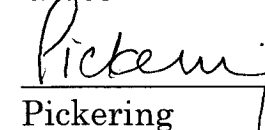
Douglas

 _____, J.

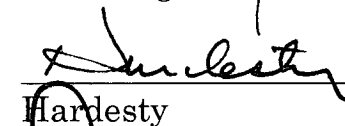
Cherry

 _____, J.

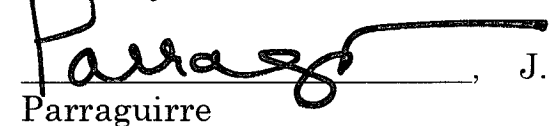
Gibbons

 _____, J.

Pickering

 _____, J.

Hardesty

 _____, J.

Parraguirre

cc: Hon. Donald M. Mosley, District Judge
Law Office of Jacob L. Hafter & Associates
Pite Duncan LLP
Eighth District Court Clerk