

IN THE SUPREME COURT OF THE STATE OF NEVADA

RONALD HILDEBRAND,  
Appellant,  
vs.  
HSBC; HOUSEKEY FINANCIAL  
CORPORATION; AND HOUSEHOLD  
FINANCE REALTY CORPORATION OF  
NEVADA,  
Respondents.

No. 57405

**FILED**

FEB 08 2012

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

ORDER OF REVERSAL AND REMAND

This is a proper person appeal from a district court order denying a petition for judicial review of a foreclosure mediation. Second Judicial District Court, Washoe County; Patrick Flanagan, Judge.


Following an unsuccessful mediation conducted pursuant to Nevada's Foreclosure Mediation Program (FMP), appellant Ronald Hildebrand filed a verified petition for judicial review in district court. In his petition, Hildebrand disputed: (1) whether the lender's representative who attended the mediation, whose business card identified her as an employee of HSBC, had authority to negotiate a loan modification on behalf of the holder of the beneficial interest in the note and deed of trust, Household Finance Realty Corporation of Nevada, an HSBC subsidiary; and (2) to a lesser extent, whether HSBC or its affiliate provided the documents required by the FMP statutes and rules. The district court summarily denied Hildebrand's petition. In doing so, it concluded that "[t]he parties each . . . had the required authority to negotiate and settle," and that "sufficient documentation was provided at the mediation to allow the parties to go forward in the effort to discuss the issues at hand." Finding no bad faith, the district court denied sanctions and directed that, "[a]bsent a timely appeal, a Letter of Certification shall issue." This appeal followed.

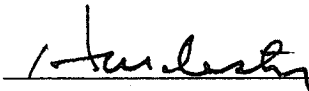
The proceedings in district court concluded before we decided Leyva v. National Default Servicing Corp., 127 Nev. \_\_\_, 255 P.3d 1275 (2011), and Pasillas v. HSBC Bank USA, 127 Nev. \_\_\_, 255 P.3d 1281 (2011). As these cases make clear, an FMP certificate may not issue unless all required documents are provided and, if the beneficiary attends through a representative, the representative has authority to negotiate a loan modification. Based on Hildebrand's affidavit, it appears that the note, deed of trust, and appraisal were not provided by the lender's representative at or before the mediation; the district court's finding that "sufficient documentation" was provided thus appears clearly erroneous. As we held in Leyva, where the district court erroneously found that "all essential documents" had been provided, strict compliance is required. 127 Nev. at \_\_\_, \_\_\_, 255 P.3d at 1277, 1279. Such compliance does not appear to have occurred here.

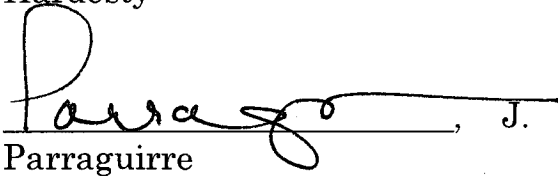
As for the representative's authority, sufficient evidence supports the district court's finding that the HSBC employee had authority to negotiate a loan modification on behalf of HSBC's wholly owned subsidiary, Household Finance Realty Corporation of Nevada. As Hildebrand conceded in the district court, if Household Finance Realty Corporation of Nevada is indeed the beneficiary of the deed of trust, no assignment needed to be produced. If that assumption is proven wrong on remand, this issue may be revived.

We therefore reverse and remand for further proceedings consistent with this order and with our decisions in Leyva and Pasillas.

It is so ORDERED.

 \_\_\_\_\_, J.  
Pickering

 \_\_\_\_\_, J.  
Hardesty

 \_\_\_\_\_, J.  
Parraguirre

cc: Hon. Patrick Flanagan, District Judge  
Ronald Hildebrand  
Michael A. Rosenauer, Ltd.  
Washoe District Court Clerk