

IN THE SUPREME COURT OF THE STATE OF NEVADA

RICARDO P. PASCUA,
Appellant,
vs.
BANK OF AMERICA, N.A.; BANK OF
NEW YORK MELLON; AND SCOTT
BOLEYN,
Respondents.

No. 60022

FILED

JAN 17 2013

TRACIA K. LINDEMAN
CLERK OF SUPREME COURT
BY Tracia K. Lindeman
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is a proper person appeal from a district court order denying a petition for judicial review in a Foreclosure Mediation Program (FMP) matter. Eighth Judicial District Court, Clark County; Donald M. Mosley, Judge.

On August 19, 2011, the parties attended a foreclosure mediation. The parties agreed to forebear foreclosure and attempt a short sale within 60 days of the mediation, and specifically agreed that appellant would vacate and surrender the property by October 19, 2011, if no short sale could be reached. On September 20, 2011, appellant filed a petition for judicial review, which the district court denied after concluding that the agreement was valid.


This court reviews a district court's factual determinations deferentially, Ogawa v. Ogawa, 125 Nev. 660, 668, 221 P.3d 699, 704 (2009) (explaining that a "district court's factual findings . . . are given deference and will be upheld if not clearly erroneous and if supported by substantial evidence"), and its legal determinations de novo. Clark County v. Sun State Properties, 119 Nev. 329, 334, 72 P.3d 954, 957 (2003). Absent factual or legal error, the choice of sanction in an FMP

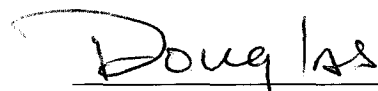
judicial review proceeding is committed to the sound discretion of the district court. Pasillas v. HSBC Bank USA, 127 Nev. ___, ___, 255 P.3d 1281, 1287 (2011).

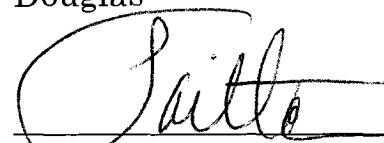
On appeal, appellant argues that respondents failed to comply with the document production requirements of NRS 107.086(4), that respondents lack authority to participate in the FMP, and that he signed the agreement by mistake or was misled into signing the agreement. The district court rejected appellant's contention that he was unduly influenced to sign the agreement based on the fact that the mediation was conducted at respondents' counsel's office. As substantial evidence supports the district court's conclusion that the signed agreement was valid and enforceable, see Jones v. SunTrust Mortgage, Inc., 128 Nev. ___, ___, 274 P.3d 762, 764 (2012) (holding that a signed agreement arising within the FMP is a valid enforceable settlement agreement, which waives claims of noncompliance with NRS 107.086 and the FMR), we conclude that the district court properly ordered a certificate to issue.

Accordingly, we

ORDER the judgment of the district court AFFIRMED.


_____, J.
Gibbons


_____, J.
Douglas


_____, J.
Saitta

cc: Eighth Judicial District Court Dept. 14
Ricardo P. Pascua
McCarthy & Holthus, LLP/Las Vegas
Eighth District Court Clerk