

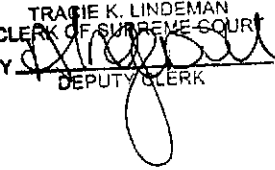
IN THE SUPREME COURT OF THE STATE OF NEVADA

CHARLES W. CHRISTMAS, JR.,  
Appellant,  
vs.  
CITIMORTGAGE, INC.,  
Respondent.

No. 60520

**FILED**

FEB 13 2014

TRABIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

This is a proper person appeal from a district court summary judgment in a contract action. Eighth Judicial District Court, Clark County; Valerie Adair, Judge.

This court reviews de novo whether the district court properly granted summary judgment. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). "Summary judgment is appropriate . . . when the pleadings and other evidence on file demonstrate that no genuine issue as to any material fact remains and that the moving party is entitled to a judgment as a matter of law." *Id.* (quotation and alteration omitted).

Appellant contends that the district court improperly granted summary judgment in favor of respondent on respondent's breach-of-contract claim. We disagree. In moving for summary judgment, respondent submitted photocopies of appellant's promissory note, an endorsement from CTX Mortgage to Residential Funding, and an allonge containing an endorsement from Residential Funding to respondent. Respondent also submitted a declaration from one of its employees in which the employee attested that he (1) obtained appellant's original promissory note from respondent's recordkeeping department; (2) observed an endorsement from CTX Mortgage to Residential Funding on the back of

the note's last page, and an allonge with an endorsement from Residential Funding to respondent stapled to the note's last page; and (3) determined that the photocopies of the note, endorsement, and allonge submitted to the district court were exact duplicates of the originals that he was observing.

These attestations, combined with the photocopies submitted to the district court,<sup>1</sup> constituted evidence sufficient to establish respondent's position that it was the party entitled to enforce appellant's defaulted promissory note.<sup>2</sup> See *Leyva v. Nat'l Default Servicing Corp.*, 127 Nev. \_\_\_, \_\_\_, 255 P.3d 1275, 1279-80 (2011) (recognizing that Article 3 of the Uniform Commercial Code governs the transfer of promissory notes and that, under Article 3, a party in possession of a promissory note that has been properly negotiated is entitled to enforce the note). Thus, in

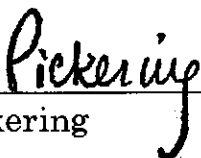
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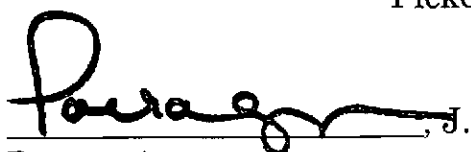
<sup>1</sup>Appellant contends that the district court "did nothing" when respondent allegedly ignored appellant's request for production of the original promissory note during discovery. The record on appeal demonstrates that appellant did not file a motion to compel discovery with the discovery commissioner and that he did not bring respondent's alleged impropriety to the district court's attention until after discovery had closed. Thus, the district court's alleged inaction in this regard does not warrant reversal of the summary judgment.


<sup>2</sup>Appellant contends that the declaration was deficient because the employee did not have personal knowledge that the people signing the two endorsements were authorized to do so. We disagree. Absent evidence to support a finding that these signatures were unauthorized, they were presumed to be authorized. NRS 104.3308(1); see also U.C.C. § 3-308 cmt. 1 (2002) (explaining that a plaintiff is not required to prove that a signature was authorized until the defendant has introduced evidence that could support a finding that the signature was not authorized). Appellant produced no evidence to suggest that the endorsements at issue in this case were unauthorized.

the absence of contrary evidence from appellant, respondent was entitled to summary judgment. *Cuzze v. Univ. & Cmty. Coll. Sys. of Nev.*, 123 Nev. 598, 602, 172 P.3d 131, 134 (2007) (recognizing that when the party moving for summary judgment will bear the burden of persuasion on an issue, that party can show that summary judgment is proper by presenting evidence that would entitle it to a judgment as a matter of law in the absence of contrary evidence). As appellant did not present contrary admissible evidence to create a question of fact in this regard, the district court properly granted summary judgment.<sup>3</sup> *Id.*; *Wood*, 121 Nev. at 731, 121 P.3d at 1030-31 (recognizing that, in order to make summary judgment improper, “the non-moving party may not rest upon general allegations and conclusions, but must, by affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine factual issue” (internal quotation marks omitted)). Accordingly, we

ORDER the judgment of the district court AFFIRMED.

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

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

  
\_\_\_\_\_, J.  
Saitta

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<sup>3</sup>Appellant contends that an affidavit provided by his proffered expert witness sufficiently created a question of fact regarding respondent’s authority to enforce the note. As appellant did not timely disclose this proffered witness, the district court properly declined to rely on any potentially relevant evidence this affidavit may have contained.

cc: Hon. Valerie Adair, District Judge  
Charles W. Christmas, Jr.  
Akerman Senterfitt/Las Vegas  
Reisman Sorokac  
Eighth District Court Clerk