

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

RESOURCES GROUP, LLC, AS
TRUSTEE FOR SOUTH DECATUR
TRUST,
Appellant,
vs.
OMNI FAMILY LIMITED
PARTNERSHIP, A NEVADA LIMITED
PARTNERSHIP,
Respondent.

No. 77892-COA

FILED

DEC 18 2019

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER AFFIRMING IN PART AND DISMISSING APPEAL IN PART

Resources Group, LLC, as trustee for South Decatur Trust, appeals a district court order granting partial summary judgment and dissolving an injunction. Eighth Judicial District Court, Clark County; Adriana Escobar, Judge.

In 2013, Rolev 2, LLC, purchased property with a promissory note secured by a deed of trust in favor of Omni Family LP.¹ Rolev 2 never made any payments on the promissory note. Subsequently, Rolev 2 executed a second deed of trust against the property. Rolev 2's second deed of trust went into default. South Decatur purchased title when the second deed of trust foreclosed. Thereafter, Omni initiated judicial foreclosure proceedings against South Decatur on its first deed of trust. South Decatur obtained a temporary restraining order and eventually a preliminary injunction, suspending Omni's foreclosure sale to obtain an accounting of the property's outstanding debts.

After providing an accounting of the debt owed on the property, Omni moved for partial summary judgment and a dissolution of the

¹We do not recount the facts except as necessary to our disposition.

preliminary injunction. The district court granted Omni's motion, finding that Omni provided a sufficient accounting of the debt on the property and that the injunction was no longer proper. South Decatur now appeals the district court's order dissolving the injunction.

On appeal, South Decatur argues the district court improperly dissolved the preliminary injunction because Omni failed to provide a timely accounting under NRS 107.200 and the accounting that was provided was facially inaccurate and failed to comply with NRS 107.200. South Decatur also challenges the district court's partial summary judgment regarding its claim for an accounting under NRS 107.200.

First, we consider South Decatur's arguments regarding the dissolution of the preliminary injunction.² This court will only reverse a district court's decision regarding a preliminary injunction where it abused its discretion or based its decision on a clearly erroneous legal standard or on clearly erroneous findings of fact. *Boulder Oaks Cmty. Ass'n v. B&J Andrews Enters., LLC*, 125 Nev. 397, 403, 215 P.3d 27, 31 (2009). The district court abuses its discretion when its decision lacks support in the form of substantial evidence. *Finkel v. Cashman Profl, Inc.*, 128 Nev. 68, 72-73, 270 P.3d 1259, 1262 (2012).

²Omni argues that South Decatur's appeal is moot for failure to obtain certification under NRCP 54(b). However, an order dissolving or refusing to dissolve an injunction is appealable under NRAP 3A(b)(3). Accordingly, South Decatur's appeal of the district court's order dissolving the preliminary injunction was not moot. Omni further argues that because South Decatur's TRO was ineffective at the time it was served, South Decatur committed fraud upon the court and their appeal is moot. However, this claim is not cogently argued or supported by relevant authority and this court need not consider this claim. *Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006).

A district court may grant a preliminary injunction when the moving party demonstrates the non-moving party's conduct will cause irreparable harm, "for which compensatory relief will be inadequate," and the moving party demonstrates a reasonable likelihood of success on the merits. *Boulder Oaks Cmty. Ass'n*, 125 Nev. at 403, 215 P.3d at 31. A plaintiff can suffer irreparable harm from the loss of real property rights because real property is unique. *Dixon v. Thatcher*, 103 Nev. 414, 416, 742 P.2d 1029, 1030 (1987).

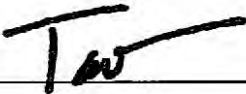
Under NRS 107.220, a grantor or successor in interest to a property, or one who has a subordinate lien or encumbrance, is authorized to make a request for accounting under NRS 107.200. NRS 107.200 states that the beneficiary of a deed of trust shall provide the amount of unpaid debt secured by the trust, applicable interest rates, and total amount of principal and interest due which has not been paid.


Here, the district court did not abuse its discretion when it dissolved the preliminary injunction. When the district court initially granted the injunction, it found that South Decatur was entitled to "certain information" under NRS 107.200, that the documents provided by Omni failed to comply with NRS 107.200 because they showed different amounts owed, and that South Decatur had a "reasonable chance of success" on the merits. Subsequently, when the district court found that Omni had provided an accounting in accordance with NRS 107.200, the preliminary injunction was no longer necessary to protect South Decatur from irreparable harm. The district court based its decision on substantial evidence and did not abuse its discretion by finding that the accounting provided by Omni was sufficient to show South Decatur the proper amount owed. Moreover, South Decatur's preliminary injunction was based solely on its claim for an accounting under NRS 107.200. Thus, we conclude that the district court


did not abuse its discretion by dissolving the preliminary injunction because its findings are supported by substantial evidence.

Next, we consider South Decatur's argument that the district court erred by granting partial summary judgment regarding its claim for an accounting under NRS 107.200. Under NRAP 3A(b)(1), a party may appeal a final judgment. However here, South Decatur failed to seek certification of the district court's order granting partial summary judgment as final.³ Therefore, South Decatur's arguments that the district court erred in granting partial summary judgment are not properly before us because the order is an interlocutory order and there has been no final judgment. NRAP 3A; *Consolidated Generator v. Cummins Engine*, 114 Nev. 1304, 1312, 971 P.2d 1251, 1256 (1998). Accordingly, we order the judgment of the district court dissolving the preliminary injunction AFFIRMED and DISMISS the appeal of the order granting partial summary judgment.

It is so ORDERED.


Tao, J.


Gibbons, C.J.


Bulla, J.

³We note that Matthew Okeke is also a named defendant in this action. When multiple parties are involved in an action, a judgment is not final unless the rights and liabilities of all parties are adjudicated. *Rae v. All Am. Life & Cas. Co.*, 95 Nev. 920, 922, 605 P.2d 196, 197 (1979); see NRCP 54(b). Thus, because the rights and liabilities of all parties were not adjudicated by the district court's order, South Decatur was required to move the district court for certification of the order before filing an appeal.

cc: Hon. Adriana Escobar, District Judge
Law Offices of Michael F. Bohn, Ltd.
Brian K. Berman
Eighth District Court Clerk