IN THE COURT OF APPEALS OF THE STATE OF NEVADA

WHITE LANTERN LLC,
Appellant,
vs.
OCWEN LOAN SERVICING, LLC; AND MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
Respondents.

No. 78222-COA

ORDER OF REVERSAL AND REMAND

White Lantern, LLC (White Lantern), appeals from a district court order granting a motion for summary judgment in a quiet title action. Eighth Judicial District Court, Clark County; Kerry Louise Earley, Judge.

The original owner of the subject property failed to make periodic payments to his homeowners' association (HOA). The HOA recorded a notice of delinquent assessment lien and later a notice of default and election to sell to collect on the past due assessments and other fees pursuant to NRS Chapter 116. White Lantern acquired the property from the entity that purchased it at the resulting foreclosure sale and filed the underlying action seeking to quiet title against respondent Ocwen Loan Servicing, LLC (Ocwen), the beneficiary of the first deed of trust on the property at the time of the sale. Ocwen—along with respondent Mortgage Electronic Registration Systems, Inc.—ultimately moved for summary judgment, which the district court granted, finding that the Federal Home Loan Mortgage Corporation (Freddie Mac) owned the underlying loan such that 12 U.S.C. § 4617(j)(3) (the Federal Foreclosure Bar) prevented the foreclosure sale from extinguishing the deed of trust. This appeal followed.

This court reviews a district court's order granting summary judgment de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Summary judgment is proper if the pleadings and all other evidence on file demonstrate that no genuine issue of material fact exists and that the moving party is entitled to judgment as a matter of law. *Id.* When deciding a summary judgment motion, all evidence must be viewed in a light most favorable to the nonmoving party. *Id.* General allegations and conclusory statements do not create genuine issues of fact. *Id.* at 731, 121 P.3d at 1030-31.

As argued by White Lantern, although Ocwen produced business records from Freddie Mac to prove that it owned the underlying loan at the time of the foreclosure sale, Ocwen did not authenticate those records by affidavit or otherwise. *Cf. Daisy Tr. v. Wells Fargo Bank, N.A.*, 135 Nev. 230, 235-36, 445 P.3d 846, 850-51 (2019) (concluding that properly attested-to business records can prove a regulated entity's ownership of a loan such that the Federal Foreclosure Bar prevents extinguishment of that interest). Accordingly, Ocwen failed to show that the records it produced satisfied the business-records exception to the hearsay rule, *see* NRS 51.135 (requiring that the admissibility of business records be "shown by the testimony or affidavit of the custodian or other qualified person"), and the district court therefore erred in concluding that Ocwen had proven Freddie Mac's ownership of the loan. Because Ocwen failed to produce admissible evidence showing that it was entitled to judgment as a matter of law, *see Wood*, 121 Nev. at 729, 121 P.3d at 1029; *see also Collins v. Union Fed. Sav. & Loan Ass'n*, 99 Nev. 284, 302, 662 P.2d 610, 621 (1983) ("Evidence introduced in support of or opposition to a motion for summary judgment must be admissible evidence."), we necessarily

ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.[1]

_____, C.J.
Gibbons

_____, J.
Tao

_____, J.
Bulla

cc: Hon. Kerry Louise Earley, District Judge
Hong & Hong
Wright, Finlay & Zak, LLP/Las Vegas
Fennemore Craig P.C./Reno
Eighth District Court Clerk

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[1]Although we reverse and remand for further proceedings, we reject White Lantern's argument on appeal that the district court erred insofar as it concluded that Freddie Mac did not need to record its interest in order to avail itself of the Federal Foreclosure Bar. *See Daisy Tr.*, 135 Nev. at 233-34, 445 P.3d at 849 (holding that a deed of trust need not be assigned to a regulated entity in order for it to own the secured loan—meaning that Nevada's recording statutes are not implicated—where the deed of trust beneficiary is an agent of the note holder).