

IN THE SUPREME COURT OF THE STATE OF NEVADA

SATICOY BAY LLC, SERIES 2920
BAYLINER AVENUE, A NEVADA
SERIES LIMITED LIABILITY
COMPANY

Appellant,

vs.

U.S. BANK NATIONAL ASSOCIATION,
NOT IN ITS INDIVIDUAL CAPACITY
BUT SOLELY AS TRUSTEE FOR NRZ
PASS-THROUGH TRUST X, A
NATIONAL BANKING ASSOCIATION;
AND NRZ REO X LLC, A DELAWARE
CORPORATION,
Respondents.

No. 82323

FILED

NOV 10 2021

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

ORDER OF AFFIRMANCE

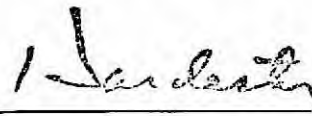
This is an appeal from a district court order granting summary judgment in an action to quiet title. Eighth Judicial District Court, Clark County; Elizabeth Goff Gonzalez, Judge. Reviewing the summary judgment de novo, *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005), we affirm.¹

The district court granted summary judgment for respondents, relying in part on *Glass v. Select Portfolio Servicing, Inc.*, Docket No. 78325, Order of Affirmance, at *2-3 (July 1, 2020). In *Glass*, we reasoned that because a Notice of Rescission rescinded a previously recorded Notice of Default, the Notice of Rescission “effectively cancelled the acceleration” triggered by the Notice of Default such that NRS 106.240’s 10-year period was reset. *Id.* at *3. Because the Notice of Rescission in this case is

¹Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted in this appeal.

substantively identical to that in *Glass*, we agree with the district court that the Notice of Rescission had the same effect and that respondent U.S. Bank retained an enforceable lien against the subject property. We are not persuaded by appellant's arguments that *Glass* is distinguishable from this case.² Accordingly, we

ORDER the judgment of the district court AFFIRMED.³


C.J.
Hardesty


J.
Cadish


Sr. J.
Gibbons

cc: Hon. Elizabeth Goff Gonzalez, District Judge
Charles K. Hauser, Settlement Judge
Roger P. Croteau & Associates, Ltd.
ZBS Law, LLP
Eighth District Court Clerk

²Appellant contends that the district court should have granted its request for NRCP 56(d) relief to conduct discovery into the contents of a letter that respondent U.S. Bank's predecessor sent to the former homeowner before the Notice of Default was recorded. However, given our conclusion that the Notice of Rescission was effective to decelerate the loan, the contents of that letter are moot, and the NRCP 56(d) continuance was properly denied.

³The Honorable Mark Gibbons, Senior Justice, participated in the decision of this matter under a general order of assignment.