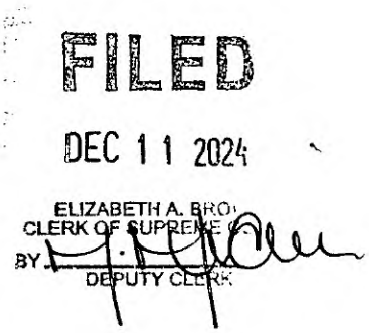
IN THE SUPREME COURT OF THE STATE OF NEVADA

NORMAN, LLC, A NEVADA LIMITED LIABILITY COMPANY,
Appellant,
vs.
NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING, A DELAWARE LIMITED LIABILITY COMPANY; AND NATIONAL DEFAULT SERVICING CORPORATION, AN ARIZONA CORPORATION REGISTERED WITH THE NEVADA SECRETARY OF STATE,
Respondents.

No. 87545



ORDER OF AFFIRMANCE

This is an appeal from a district court order granting a motion to dismiss in an action to quiet title. Eighth Judicial District Court, Clark County; Veronica Barisich, Judge. Reviewing the dismissal order de novo and accepting all the complaint's factual allegations as true, *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228, 181 P.3d 670, 672 (2008), we affirm.

Appellant Norman, LLC (Norman), sued respondents (collectively Shellpoint) seeking to quiet title and to halt Shellpoint's pending foreclosure of its deed of trust. Norman's operative complaint primarily alleged that Shellpoint's deed of trust had been extinguished as a matter of law under NRS 106.240. That statute provides that a lien on real property is conclusively presumed to be discharged "10 years after the debt secured by the mortgage or deed of trust according to the terms thereof or any recorded written extension thereof become wholly due." NRS 106.240. According to Norman, the loan secured by Shellpoint's deed of trust became

"wholly due" in May 2011 when the former property owner first missed a payment on their loan, such that by May 2021, the deed of trust was no longer enforceable. Shellpoint filed an NRCP 12(b)(5) motion to dismiss. The district court granted the motion, reasoning that the May 2011 default was insufficient to trigger NRS 106.240's 10-year time frame.

On appeal, Norman argues that Shellpoint or its predecessors may have sent the former homeowner a letter before the notice of default that triggered NRS 106.240's 10-year time frame.[1] But Norman cites no authority for its argument that such a letter can trigger NRS 106.240's time frame. And in any event, the argument is contrary to our decision in *LV Debt Collect, LLC v. Bank of New York Mellon*, 139 Nev., Adv. Op. 25, 534 P.3d 693 (2023). Namely, in *LV Debt Collect*, we held that recording a notice of default to institute nonjudicial foreclosure proceedings does not trigger NRS 106.240's 10-year time frame. *Id.* at 695. If recording a notice of default is insufficient to trigger NRS 106.240, it stands to reason that merely defaulting on a loan, or sending a letter before a notice of default, are also insufficient to trigger NRS 106.240. We therefore need not entertain Norman's suggestion that *LV Debt Collect* left open the possibility that a loan can become "wholly due" before its maturity date.

Finally, to the extent that Norman contends that the district court had to accept its "allegation" that the loan became wholly due in May 2011, we are not persuaded. *See Cholla Ready Mix, Inc. v. Civish*, 382 F.3d

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[1]Norman also summarily asserts that the district court erred in dismissing its NRS 107.200 claim, but it provides no coherent argument in that respect. We therefore decline to consider the issue. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (observing that it is an appellant's responsibility to present cogent arguments supported by salient authority).

969, 973 (9th Cir. 2004) ("[T]he court is not required to accept legal conclusions cast in the form of factual allegations . . . ." (internal quotation marks omitted)). And because we affirm the district court's judgment with respect to Norman's NRS 106.240 claim, we decline to consider Shellpoint's arguments regarding 12 U.S.C. § 4617. *See Personhood Nev. v. Bristol*, 126 Nev. 599, 602, 245 P.3d 572, 574 (2010) ("This court's duty is not to render advisory opinions but, rather, to resolve actual controversies by an enforceable judgment."). Consistent with the foregoing, we

ORDER the judgment of the district court AFFIRMED.

_____, J.
Stiglich

_____, J.
Pickering

_____, J.
Parraguirre

cc: Hon. Veronica Barisich, District Judge
Ara H. Shirinian, Settlement Judge
Hong & Hong
Akerman LLP/Las Vegas
Tiffany & Bosco, P.A./Las Vegas
Fennemore Craig P.C./Reno
Eighth District Court Clerk