IN THE SUPREME COURT OF THE STATE OF NEVADA

ARNS FUND, LLC,
Appellant,
vs.
JPMORGAN CHASE BANK, N.A.,
Respondent.

No. 88661

FILED

NOV 20 2025

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY
DEPUTY CLERK

ORDER AFFIRMING IN PART, REVERSING IN PART, AND REMANDING

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; Anna C. Albertson, 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 in part, reverse in part, and remand.

Appellant ARNS Fund sued respondent JPMorgan Chase Bank, seeking to quiet title and halt JPMorgan's pending foreclosure of its deed of trust.[1] ARNS's operative complaint primarily alleged that JPMorgan'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

[1]JPMorgan services the loan on behalf of the Federal Home Loan Mortgage Corporation (Freddie Mac), which is the true deed of trust beneficiary.

25-50847

written extension thereof become wholly due." NRS 106.240. According to ARNS, the loan secured by JPMorgan's deed of trust became "wholly due" in February 2009 when the former homeowner first missed a payment on their loan. Alternatively, ARNS argued that the loan became "wholly due" when JPMorgan or its predecessor sent the former homeowner a letter indicating its intent to accelerate the loan. Thus, ARNS argued, NRS 106.240 extinguished JPMorgan's deed of trust by February 2019 or shortly thereafter, such that the deed of trust was no longer enforceable. ARNS's operative complaint also asserted a claim for a violation of NRS 107.300, which permits an award of money damages when a deed of trust beneficiary "willfully fails" to deliver a payoff statement to a person authorized to make such a request.

JPMorgan moved to dismiss, which the district court granted on the ground that ARNS's arguments were legally unsupportable and therefore failed to assert a claim for which relief could be granted. *See Buzz Stew*, 124 Nev. at 228, 181 P.3d at 672.

On appeal, ARNS reiterates its argument that the former homeowner's February 2009 default or a purported notice-of-acceleration letter triggered NRS 106.240's 10-year time frame. But ARNS still cites no authority for its argument that either a homeowner's default on their loan or such a letter could override NRS 107.080's 35-day cure period. Moreover, and relatedly, ARNS's arguments are still contrary to our decision in *LV Debt Collect, LLC v. Bank of New York Mellon*, 139 Nev. 232, 534 P.3d 693 (2023), which likewise referenced NRS 107.080's cure period. 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 in part because of the statutory cure period. *Id.* at 236, 534 P.3d

at 695. If recording a notice of default is insufficient to trigger NRS 106.240, it still stands to reason that merely defaulting on a loan or sending a letter informing the homeowner of their default—both of which occur *before* a notice of default is recorded—are also insufficient to trigger NRS 106.240. In other words, we do not understand how ARNS's reliance on paragraph 22 of the deed of trust made the former homeowner's loan "wholly due" when JPMorgan's subsequently recorded notice of default statutorily allowed the homeowner to cure the default without paying off the full loan balance. *Cf. Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (observing that it is a party's responsibility to present arguments that are supported by salient authorities).[2] Accordingly, we affirm the district court's order granting JPMorgan's motion to dismiss ARNS's NRS 106.240 claim and decline to consider JPMorgan's arguments regarding 12 U.S.C. § 4617 because those arguments are moot. *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.").

As for ARNS's NRS 107.300 claim, however, we conclude that reversal is warranted. The district court dismissed this claim on the ground that ARNS "simply parrot[ed] the statutory language by alleging that Chase's refusal/failure was willful since there was no just cause for said refusal/failure." But having reviewed ARNS's amended complaint, and in particular Paragraphs 9 and 41, we conclude that the amended complaint sufficiently apprised JPMorgan regarding the contours of ARNS's NRS 107.300 claim, such that its NRS 107.300 claim satisfied NRCP 12(b)(5)'s

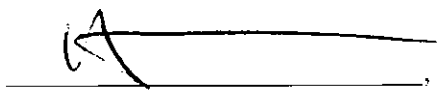
[2]We are not persuaded that ARNS's relied-upon and non-binding authorities support a different conclusion.

motion-to-dismiss standard. *See Buzz Stew*, 124 Nev. at 228, 181 P.3d at 672; *cf. Harris v. State*, 138 Nev. 390, 407, 510 P.3d 802, 807 (2022) ("Under our notice-pleading standard, we liberally construe the pleadings for sufficient facts that put the defending party on adequate notice of the nature of the claim and relief sought." (internal quotation marks and alteration omitted)); NRCP 8(e) ("Pleadings must be construed so as to do justice."); *Hay v. Hay*, 100 Nev. 196, 198, 678 P.2d 672, 674 (1984) ("A complaint must set forth sufficient facts to establish all necessary elements of a claim for relief, so that the adverse party has adequate notice of the nature of the claim and relief sought." (internal citation omitted)). We note, however, that NRS 107.300 does not entitle ARNS to relief from any foreclosure sale that JPMorgan may have conducted. *See* NRS 107.300(1) (entitling a successful plaintiff to "$300 and any actual damages suffered").

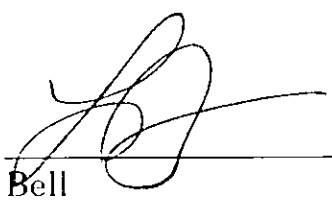
We emphasize that our reversal of ARNS's NRS 107.300 claim is based solely on *Buzz Stew*'s NRCP 12(b)(5) standard of review. We also note that ARNS's counsel has raised similar NRS 107.300-related arguments in at least three previously decided appeals: *RH Kids, LLC v. Nationstar Mortg., LLC*, No. 86634, 2024 WL 4523950, at *2 (Nev. Oct. 17, 2024) (Order of Affirmance); *Danny, LLC v. Bank of N.Y. Mellon*, No. 86826, 2024 WL 4523951, at *1 (Nev. Oct. 17, 2024) (Order Affirming in Part, Reversing in Part and Remanding); *8933 Square Knot Tr. v. Bank of N.Y. Mellon*, No. 87301, 2024 WL 4523905, at *2 (Nev. Oct. 17, 2024) (Order Affirming in Part, Reversing in Part, and Remanding). Whereas we affirmed the dismissal of the NRS 107.300 claim in Docket No. 86634, we reversed the dismissal of that claim in Docket Nos. 86826 and 87301. Our reversal of the NRS 107.300 claim here is based on our conclusion that the factual allegations in ARNS's amended complaint, combined with the

attention ARNS pays to that claim in its appellate briefing, are more analogous to Docket Nos. 86826 and 87301 than to those in Docket No. 86634. *Cf. Senjab v. Alhulaibi*, 137 Nev. 632, 633-34, 497 P.3d 618, 619 (2021) (observing that this court relies on the parties to frame the issues and that "[w]e will not supply an argument on a party's behalf but review only the issues the parties present" (citing *Pelkola v. Pelkola*, 137 Nev. 271, 273, 487 P.3d 807, 809 (2021))). Consistent with the foregoing, we

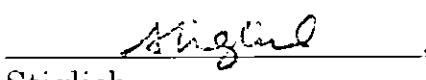
ORDER the judgment of the district court AFFIRMED IN PART AND REVERSED IN PART AND REMAND this matter to the district court for proceedings consistent with this order.



_____, C.J.
Herndon



_____, J.
Bell



_____, J.
Stiglich

cc: Hon. Anna C. Albertson, Judge
Ara H. Shirinian, Settlement Judge
Hong & Hong
Harper Selim
Eighth District Court Clerk