

IN THE SUPREME COURT OF THE STATE OF NEVADA


SILVER CREEK CAPITAL, LLC, A
NEVADA LIMITED LIABILITY
COMPANY,
Appellant,
vs.
BANK OF AMERICA, N.A., A
NATIONAL BANKING ASSOCIATION,
Respondent.

SILVER CREEK CAPITAL, LLC, A
NEVADA LIMITED LIABILITY
COMPANY,
Appellant,
vs.
BANK OF AMERICA, N.A., A
NATIONAL BANKING ASSOCIATION,
Respondent.

No. 89425

FILED

APR 17 2026

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

No. 90122

ORDER OF AFFIRMANCE

These are consolidated appeals from a district court order dismissing a quiet title action (Docket No. 89425) and a postjudgment award of attorney fees (Docket No. 90122). Eighth Judicial District Court, Clark County; Susan Johnson, Judge.

Docket No. 89425

The subject property was originally owned by Mr. and Mrs. Negrón, subject to a deed of trust. The Negróns defaulted on their HOA dues, and the HOA held a foreclosure sale at which Mr. Gundala placed the winning bid. Litigation between Gundala and the deed of trust beneficiary (respondent Bank of America's predecessor) ensued regarding whether the HOA's sale extinguished the deed of trust. Ultimately, the sale was

declared void, with the practical effect being that ownership reverted to the Negrons and Gundala having no interest in the property. *Gundala v. BAC Home Loans Servicing, LP*, No. 80097, 2021 WL 1531154 (Nev. Apr. 16, 2021) (Order of Affirmance).

In 2021, Gundala gave appellant Silver Creek Capital a quitclaim deed, and Silver Creek filed the underlying quiet title action in February 2024. Silver Creek sought a preliminary injunction to prevent Bank of America from foreclosing on its deed of trust, but the district court denied Silver Creek's request. It did so on the ground that Silver Creek lacked standing, in that Gundala had no ownership interest in the property to convey to Silver Creek, necessarily meaning that Silver Creek had no interest in the property to protect. Bank of America proceeded to foreclose on its deed of trust in April 2024 and bought the property via credit bid.

Thereafter, Silver Creek obtained a quitclaim deed from the Negrons in June 2024. Silver Creek then filed an amended complaint, again seeking to quiet title. Bank of America filed an NRCP 12(b)(5) motion to dismiss, which the district court granted. Again, and among other reasons, the district court determined that Silver Creek had no ownership interest in the property and that it had no standing to bring suit. Silver Creek appeals.

We review de novo a district court's decision to grant an NRCP 12(b)(5) motion. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228, 181 P.3d 670, 672 (2008) (recognizing that this court reviews de novo a district court's NRCP 12(b)(5) dismissal and that dismissal under NRCP 12(b)(5) is appropriate when, accepting the complaint's factual allegations as true, the plaintiff could prove no set of facts for which relief can be granted). We likewise review de novo whether a party has standing.

Arguello v. Sunset Station, Inc., 127 Nev. 365, 368, 252 P.3d 206, 208 (2011) (“Standing is a question of law reviewed de novo.”).

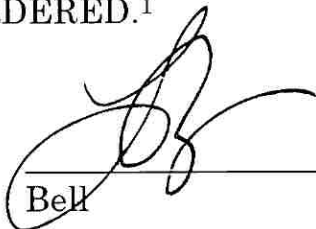
We agree with the district court that Silver Creek lacks standing to bring this case. Silver Creek contends that the June 2024 quitclaim deed from the Negrons cured “any and all issues related to SCC allegedly lacking standing in the Property.” But this is legally incorrect for the reasons identified by the district court. Primarily, “[a]n assignee stands in the shoes of the assignor and ordinarily obtains only the rights possessed by the assignor at the time of the assignment, and no more.” 6A C.J.S. Assignments § 111 (2019). When the Negrons quitclaimed their interest in the property in June 2024, they had no interest to convey, as they had already lost any such interest by way of Bank of America’s April 2024 foreclosure sale. This renders Silver Creek’s reliance on *LV Debt Collect, LLC v. Bank of New York Mellon*, 139 Nev. 232, 233-35, 534 P.3d 693, 696-97 (2023), inapposite. There, the property owners had an interest to convey. *Id.* Here, the Negrons did not. Accordingly, we affirm the district court’s order granting Bank of America’s NRCP 12(b)(5) motion in Docket No. 89425.

Docket No. 90122


The district court subsequently awarded Bank of America roughly \$42,000 in attorney fees under NRS 18.010(2)(b), which authorizes fees when a plaintiff brings a claim that “was brought or maintained without reasonable ground.” Among multiple reasons, the district court found that Silver Creek met this standard by virtue of alleging that it was the rightful owner of the property despite knowing that Gundala had no interest in the property to convey to Silver Creek. Silver Creek does not address this finding but instead merely contends that this case “rested on

novel and arguable issues” without identifying any such issue. Given that this case is settled by blackletter law as discussed above, we conclude that the district court was well within its discretion to award attorney fees under NRS 18.010(2)(b). *Semenza v. Caughlin Crafted Homes*, 111 Nev. 1089, 1095, 901 P.2d 684, 687 (1995) “[A]n award of attorney’s fees under NRS 18.010(2)(b) is discretionary with the district court.”). We therefore affirm the district court’s attorney fee award in Docket No. 90122.

It is so ORDERED.¹


_____, J.
Bell


_____, J.
Stiglich


_____, J.
Cadish

cc: Hon. Susan Johnson, District Judge
Dana Jonathon Nitz, Settlement Judge
Hong & Hong
Akerman LLP/Las Vegas
Eighth District Court Clerk

¹We decline Bank of America’s request to impose sanctions against Silver Creek’s counsel in this case and at this time.