

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

BIG ROCK ASSETS MANAGEMENT,  
LLC, A NEVADA LIMITED LIABILITY  
COMPANY,

Appellant,

vs.

U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR HARBORVIEW

MORTGAGE LOAN TRUST 2005-1,  
MORTGAGE LOAN PASS-THROUGH  
CERTIFICATES, SERIES 2005-1,

Respondent.

No. 89981-COA

**FILED**

**MAY 13 2026**

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY *Elizabeth A. Brown*  
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

Big Rock Assets Management, LLC, appeals from a district court order granting a motion for summary judgment in an action to quiet title. Eighth Judicial District Court, Clark County; Jacob A. Reynolds, Judge.

Big Rock was the owner of a residential property and initiated an action to quiet title. In the operative complaint, Big Rock raised several claims involving respondent U.S. Bank National Association, the beneficiary of a deed of trust encumbering the property. As relevant to this matter, Big Rock alleged that the deed of trust had been extinguished as a matter of law under NRS 106.240, which it alleged was triggered by a notice of intent to accelerate the underlying debt sent to the original borrower in 2008.

U.S. Bank later filed a motion for summary judgment, contending that there was no genuine dispute of material fact as to whether NRS 106.240 extinguished the deed of trust as none of the events alleged by Big Rock triggered that statute. Big Rock opposed the motion, arguing that there remained genuine disputes of material fact as to whether U.S. Bank's interest in the subject property was extinguished under NRS 106.240.

The district court issued a written order in which it concluded that there was no genuine dispute of material fact and U.S. Bank was entitled to summary judgment as a matter of law. The court ruled, as relevant to this matter, that the plain language of NRS 106.240 precluded events, such as the ones alleged by Big Rock, from triggering the ten-year period under NRS 106.240. The district court also determined that Big Rock was not entitled to relief as to any of its remaining claims. This appeal followed.

On appeal, Big Rock argues the district court erred by granting summary judgment in favor of U.S. Bank because it contends there remain genuine material disputes of fact. In support of its argument, Big Rock asserts that the terms of the deed of trust permitted acceleration of the loan; the lender sent the original borrowers a notice more than ten years ago indicating its intent to accelerate the loan secured by the deed of trust; and because the loan was accelerated, the deed of trust that secured that debt was extinguished pursuant to NRS 106.240.

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 dispute 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 disputes of fact. *Id.* at 731, 121 P.3d at 1030-31.

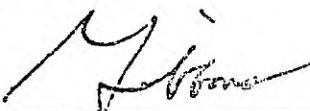
Having considered the parties’ arguments and the record before this court, we conclude no genuine disputes of material fact remain and the district court did not err by granting summary judgment in favor of U.S. Bank. Big Rock’s arguments are contrary to several decisions issued by the Nevada Supreme Court. *See LV Debt Collect, LLC v. Bank of N.Y. Mellon*, 139 Nev. 232, 236-37, 534 P.3d 693, 698 (2023) (explaining 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); *ARNS Fund, LLC v. JPMorgan Chase Bank, N.A.*, No. 88661, 2025 WL 3251312, at \*1 (Nev. Nov. 20, 2025) (Order Affirming in Part, Reversing in Part and Remanding) (stating that “merely defaulting on a loan or sending a letter informing the homeowner of their default [was] insufficient to trigger NRS 106.240” and rejecting an argument that the terms of the deed of trust rendered the debt wholly due when the borrower had the opportunity to cure the default).

As a result, we conclude that, under the language of the deed of trust that provided the borrowers an opportunity to cure a default, neither the default nor a notice sent to the original borrower could have

accelerated the due date on the loan, and thus the ten-year period under NRS 106.240 was not triggered. Therefore, Big Rock fails to demonstrate that it is entitled to relief. Accordingly, we

ORDER the judgment of the district court AFFIRMED.<sup>1</sup>

  
\_\_\_\_\_, C.J.  
Bulla

  
\_\_\_\_\_, J.  
Gibbons

  
\_\_\_\_\_, J.  
Westbrook

cc: Hon. Jacob A. Reynolds, District Judge  
Persi J. Mishel, Settlement Judge  
Hong & Hong  
Troutman Pepper Hamilton Sanders LLP/Las Vegas  
Eighth District Court Clerk

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<sup>1</sup>Insofar as the parties raise arguments that are not specifically addressed in this order, we conclude that they either do not present a basis for relief or need not be addressed.