

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

JOHN SOOS,  
Appellant,  
vs.  
SATICOY BAY, LLC, SERIES 916  
NAWKEE,  
Respondent.

No. 89794-COA

*ORDER OF AFFIRMANCE*

John Soos appeals from a district court order granting summary judgment in a quiet title action. Eighth Judicial District Court, Clark County; Gloria Sturman, Judge.

Soos, who was the original owner of the subject property, failed to make periodic payments to his homeowners' association (HOA). To collect on the past due assessments and other fees pursuant to NRS Chapter 116, the HOA recorded a notice of delinquent assessment lien, notice of default and election to sell, and notice of sale (referred to collectively as the statutory notices), and mailed copies of each of these notices to Soos by certified mail and first class mail. At the subsequent foreclosure sale, respondent Saticoy Bay, LLC, Series 916 Nawkee purchased the property.

Saticoy Bay then commenced the underlying quiet title action against Soos, and Soos counterclaimed seeking the same. The parties eventually filed competing motions for summary judgment, and the district court ruled in Saticoy Bay's favor, finding that the HOA's foreclosure sale

complied with all the statutory requirements, including those governing the mailing of the statutory notices; that Soos failed to demonstrate any fraud, oppression, or unfairness in connection with the sale; and that Saticoy Bay was a bona fide purchaser for value. As a result, the district court concluded that the foreclosure sale extinguished Soos's interest in the property, and the court quieted title in Saticoy Bay's favor. This appeal followed.

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.

On appeal, Soos contends that the district court should have set aside the foreclosure sale because the sale price was grossly inadequate and the sales process was characterized by fraud, unfairness, or oppression. *See Shadow Wood Homeowners Ass'n, Inc. v. N.Y. Cmty. Bancorp, Inc.*, 132 Nev. 49, 56, 366 P.3d 1105, 1110 (Nev. 2016) (explaining that a foreclosure sale may be set aside "upon a showing of grossly inadequate price plus fraud, unfairness, or oppression." (internal quotation marks omitted)). To demonstrate that there was a genuine dispute of material fact as to whether the sales process was characterized by fraud, unfairness, or oppression, Soos contends that the record raises questions as to whether the foreclosure

notices were delivered to him. However, Soos cannot establish fraud, unfairness, or oppression on this basis since, regardless of any questions concerning delivery, Saticoy Bay produced uncontradicted documentation showing that the HOA mailed the foreclosure notices to Soos by certified mail, which is all that was required.<sup>1</sup> See NRS 116.31162(1)(a), (3)(b) (setting forth the mailing requirements for the notice of delinquent assessment lien and notice of default and election to sell); NRS 116.311635(1)(c) (doing the same for the notice of sale); *see also, e.g., Pennymac Corp. v. SFR Invs. Pool 1, LLC*, No. 73405, 2018 WL 4413612, at \*2 (Nev. Sep. 14, 2018) (Order of Affirmance) (rejecting a substantively identical argument for the same reason (citing to *Hankins v. Admin of Veteran Affairs*, 92 Nev. 578, 580, 555 P.2d 483, 484 (1976) (“Mailing of the notices is all that the statute requires . . . . Actual notice is not necessary as long as the statutory requirements are met.”))).

Soos also attempts to demonstrate that the foreclosure sale was characterized by fraud, unfairness, or oppression by arguing that after the HOA learned that the notice of default was not delivered to Soos, it should have attempted to locate an alternate address where the notice of sale could

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<sup>1</sup>To the extent Soos also contends that the foreclosure sale was void under *U.S. Bank, National Ass’n ND v. Resources Group, LLC*, 135 Nev. 199, 203-05, 444 P.3d 442, 447-48 (2019), because he did not receive actual notice of the sale and was prejudiced as a result, relief is unwarranted because the actual notice/prejudice standard from that case applies when the foreclosure notices are not mailed or there is a technical defect in the mailing, whereas here, there is no dispute that the notices were mailed to the correct address.

be mailed to Soos, which it could have done since approximately 19 months elapsed between the date the notice of default was recorded and the date the notice of sale was recorded. However, Soos indicated in his discovery responses that his only mailing address was at the subject property, which is where the HOA mailed the notices of default and sale, and he offers no explanation as to how the HOA's failure to seek an alternate mailing address prejudiced him under these circumstances. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330 n.38, 130 P.3d 1280, 1288 n.38 (2006) (providing that appellate courts need not consider issues that are not supported by cogent argument). And regardless, the HOA was not required to seek an alternate mailing address for Soos when it learned that the notice of default was not delivered to his known mailing address. *See Pennymac*, No. 73405, 2018 WL 4413612, at \*2 (stating the same). Thus, as before, Soos cannot establish fraud, unfairness, or oppression on this basis.

Given that Soos has not identified a viable means of showing that the foreclosure sale was characterized by fraud, unfairness, or oppression, his argument that the sale price at the foreclosure sale was grossly inadequate necessarily fails to establish a basis for relief. *See Nationstar Mortg., LLC v. Saticoy Bay LLC Series 2227 Shadow Canyon*, 133 Nev. 740, 749, 405 P.3d 641, 648-49 (2017) (“[I]f the district court closely scrutinizes the circumstances of the sale and finds no evidence that the sale was affected by fraud, unfairness, or oppression, then the sale cannot be set aside, regardless of the inadequacy of the price.”). And while Soos also contends that the foreclosure sale should be set aside based on equitable considerations, we are not persuaded that relief is warranted under these

circumstances. *See Shadow Wood Homeowners Ass'n Inc*, 132 Nev. at 66, 366 P.3d at 1116 (requiring the district court to consider the potential harm to a bona fide purchaser for value before setting aside a foreclosure sale based on equitable considerations).

Given the foregoing, Soos fails to demonstrate that the district court erred by granting summary judgment in Saticoy Bay's favor. *See Wood*, 121 Nev. at 729, 121 P.3d at 1029. Accordingly, we

ORDER the judgment of the district court AFFIRMED.



Bulla, C.J.



Gibbons, J.



Westbrook, J.

cc: Eighth Judicial District Court, Dept. 26  
Andrew Bao & Associates  
Cline Legal Solutions, LLC  
Eighth District Court Clerk