



IN THE COURT OF APPEALS OF THE STATE OF NEVADA

NORMAN, LLC., A NEVADA LIMITED
LIABILITY COMPANY,
Appellant,
vs.
WILMINGTON TRUST, N.A.,
SUCCESSOR TRUSTEE TO CITIBANK,
N.A., AS TRUSTEE FOR THE BENEFIT
OF REGISTERED HOLDERS OF
STRUCTURED ASSET MORTGAGE
INVESTMENTS II TRUST 2007-AR3,
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2007-AR3, A
DELAWARE LIMITED LIABILITY
COMPANY,
Respondent.

No. 90106-COA

ORDER OF AFFIRMANCE

Norman, LLC, appeals from a district court final order in an action to quiet title. Eighth Judicial District Court, Clark County; Jacqueline M. Bluth, Judge.

Norman was the owner of a residential property and initiated an action to quiet title. In the operative complaint, Norman raised several claims involving respondent Wilmington Trust, N.A., the beneficiary of a deed of trust encumbering the property. As relevant to this matter, Norman 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 in a letter sent to the original borrowers in

2012. Norman also alleged that Wilmington Trust violated NRS 107.200-.300 by failing to provide information concerning the debt secured by the deed of trust.

Wilmington Trust later filed a motion to dismiss, asserting the facts as alleged concerning the NRS 106.240 claim were insufficient to state a claim for which relief could be granted. Norman opposed the motion.

The district court subsequently issued a written order granting the motion to dismiss, determining that Norman's NRS 106.240 claim failed. The district court later entered an order granting Wilmington Trust's motion for summary judgment concerning Norman's NRS 107.200-.300 claim. This appeal followed.

On appeal, Norman argues the district court erred by dismissing its NRS 106.240 claim because it contends that the terms of the deed of trust permitted acceleration of the loan; the lender sent the original borrower 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.

We rigorously review a district court order granting an NRCP 12(b)(5) motion to dismiss, accepting all of the plaintiff's factual allegations as true and drawing every reasonable inference in the plaintiff's favor to determine whether the allegations are sufficient to state a claim for relief. *Buzz Stew, LLC v. City of N. Las Vegas* , 124 Nev. 224, 227-28, 181 P.3d 670,

672 (2008). A complaint should be dismissed for failure to state a claim “only if it appears beyond a doubt that [the plaintiff] could prove no set of facts, which, if true, would entitle [the plaintiff] to relief.” *Id.* at 228, 181 P.3d at 672.

Having considered the parties’ arguments and the record before this court, we conclude the district court did not err by dismissing Norman’s NRS 106.240 claim. Norman’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 borrower an opportunity to cure a default, neither the default nor the letter allegedly 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, Norman fails to demonstrate that it is entitled to relief. Accordingly, we

ORDER the judgment of the district court AFFIRMED. ¹



Bulla, C.J.



Gibbons, J.



Westbrook, J.

cc: Hon. Jacqueline M. Bluth, District Judge
Hong & Hong
Wright, Finlay & Zak, LLP/Las Vegas
Eighth District Court Clerk

¹Insofar 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.