FILED
Sep 14 2026
ELIZABETH A. BROWN
CLERK OF SUPREME COURT

IN THE SUPREME COURT OF THE STATE OF NEVADA

DIEGO GALIETTI,
Appellant,
vs.
PHH MORTGAGE SERVICING A/K/A PHH MORTGAGE CORPORATION,
Respondent.

No. 90159

ORDER OF AFFIRMANCE

This is an appeal from a district court order dismissing a petition for foreclosure mediation assistance and directing issuance of a foreclosure mediation certificate. Eighth Judicial District Court, Clark County; Jerry A. Wiese, Judge.

Appellant Diego Galietti holds title to the subject property, which is encumbered by a deed of trust. The current deed of trust beneficiary is CitiBank, N.A. as Trustee for American Home Mortgage Investment Trust 2004-3 (CitiBank Trustee). Respondent PHH Mortgage services Galietti's loan on CitiBank Trustee's behalf.

In 2012, we issued an order prohibiting Nevada's Foreclosure Mediation Program (FMP) from issuing a foreclosure mediation certificate as to the subject property. *Galietti v. Am. Home Mortg. Servicing, Inc.,* No. 57709, 2012 WL 425781 (Nev. Feb. 8, 2012) (Order Affirming in Part, Reversing in Part and Remanding). We concluded that the then-deed of trust beneficiary could not foreclose because it had not produced a chain of title showing it had been validly assigned the beneficial interest in the deed of trust securing the loan on Galietti's property. *Id.* at *2.

In 2024, PHH recommenced foreclosure proceedings on behalf of CitiBank Trustee. *Cf. Edelstein v. Bank of N.Y. Mellon*, 128 Nev. 505, 521, 286 P.3d 249, 260 (2012) (recognizing generally that a loan servicer may act on a deed of trust beneficiary's behalf). At mediation, Galietti again objected to the deed-of-trust-assignment documentation. The mediator's statement noted Galietti's objections and the parties' unsuccessful attempt to negotiate a loan-modification agreement. Nonetheless, the mediator recommended that the district court issue an FMP certificate.

Following Galietti's petition for mediation assistance, the district court entered an order denying Galietti's petition and ordering issuance of an FMP certificate. In doing so, the district court concluded that PHH had corrected the chain-of-title issues that this court had identified in Docket No. 57709.

Having considered the record and the parties' arguments, we conclude that, regardless of whether the district court's determination implicates factual findings or legal conclusions, the district court did not commit reversible error in ordering issuance of an FMP certificate to PHH. *Edelstein*, 128 Nev. at 521-22, 286 P.3d at 260 (observing that in reviewing a district court's order authorizing an FMP certificate, we defer to the district court's factual findings but review its legal conclusions de novo). Galietti contends that PHH's deed-of-trust assignments fail to show that CitiBank Trustee holds the beneficial interest in the deed of trust. But the 2013 assignment from MERS to CitiBank Indentured Trustee and the subsequent 2014 assignment from CitiBank Indentured Trustee to the above-mentioned CitiBank Trustee completes the chain of title. While the 2009 assignment appears void and the 2016 assignment from MERS to CitiBank Trustee appears to have been unnecessary, Galietti does not persuasively explain why those two assignments nullify the legal effect of the 2013 and 2014 assignments. Accordingly, we are not persuaded that the district court committed reversible error in determining that PHH had corrected the chain-of-title issue identified by our decision in Docket No. 57709, which consisted solely of the 2009 assignment misidentifying the assignor. We therefore need not consider PHH's alternative arguments in support of affirmance.

Having determined that no relief is warranted, we

ORDER the judgment of the district court AFFIRMED.

Bell, J.

Stiglich, J.

Cadish, J.

cc: Hon. Jerry A. Wiese, Chief Judge
Thomas J. Tanksley, Settlement Judge
Michael J. Harker
Wright, Finlay & Zak, LLP/Las Vegas
Eighth District Court Clerk