



IN THE COURT OF APPEALS OF THE STATE OF NEVADA

DANNY, LLC,
Appellant,
vs.
NEWREZ, LLC D/B/A SHELLPOINT
MORTGAGE SERVICING,
Respondent.

No. 89792-COA

ORDER OF AFFIRMANCE

Danny, LLC, appeals from a final district court order granting summary judgment in an action to quiet title. Eighth Judicial District Court, Clark County; Hon. Tara D. Clark Newberry, Judge.

Danny was the owner of a residential property and initiated an action to quiet title. In its complaint, Danny raised several claims involving respondent Newrez, LLC d/b/a Shellpoint Mortgage Servicing, the beneficiary of a deed of trust encumbering the property. As relevant to this matter, Danny alleged that the deed of trust had been extinguished as a matter of law under NRS 106.240, as it alleged more than ten years have passed since the debt secured by the deed of trust became wholly due. Danny also presented several additional claims and sought declaratory and injunctive relief.

Newrez 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 because none of the events alleged by Danny triggered that statute. Newrez also argued that, even if NRS 106.240 had been triggered, a notice of rescission recorded in 2020 cancelled any acceleration of the underlying debt such that NRS 106.240's clock was reset. Newrez further sought summary judgment as to its counterclaim for unjust enrichment.

Danny opposed the motion, contending that there remained genuine disputes of material fact.

The district court issued a written order in which it concluded that there was no genuine dispute of material fact concerning the NRS 106.240 claim and that Newrez was entitled to summary judgment as a matter of law. The court ruled that Danny failed to allege any events that triggered the ten-year period under NRS 106.240. The district court also determined that the 2020 notice of rescission was effective to cancel any acceleration of the underlying debt and reset NRS 106.240's ten-year clock. However, the district court determined that genuine disputes of fact remained concerning Newrez's unjust enrichment claim. Newrez later renewed its motion for summary judgment on its unjust enrichment claim, and the district court thereafter granted the motion. This appeal followed.

On appeal, Danny argues there remain genuine disputes of material fact which precluded summary judgment as to its NRS 106.240 claim. In support of its argument, Danny asserts that the terms of the deed of trust permitted acceleration of the loan and that the lender sent the original borrower a written notice concerning the default and indicating the acceleration of the loan secured by the deed of trust more than ten years ago. Danny also contends the district court erred by determining that the 2020 notice of rescission reset NRS 106.240's clock.

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 dispute of material fact remains and the district court did not err by granting summary judgment in favor of Newrez. Danny’s arguments are contrary to several prior decisions issued by appellate courts in both Nevada and the United States Court of Appeals for the Ninth Circuit. *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); *see also SFR Invs. Pool 1, LLC v. U.S. Bank, N.A.*, 138 Nev. 174, 177-79, 507 P.3d 194, 197-98 (2022) (concluding that a subsequently recorded notice of rescission was effective to reset NRS 106.240’s ten-year time period that may have been triggered by recording a notice of default); *Bank of Am., NA v. SFR Invs. Pool 1, LLC*, 849 F. App’x 211, 212-13 (9th Cir. 2021) (“Because the 2010 rescission notice decelerated the demand for full payment, the notice rendered NRS 106.240 inapplicable . . .”).

In light of the foregoing, we conclude that the district court did not err by determining that the undisputed facts demonstrated Danny’s NRS

106.240 claim lacked merit. Therefore, Danny fails to demonstrate that it is entitled to relief.¹ Accordingly, we

ORDER the judgment of the district court AFFIRMED.²



Bulla, C.J.



Gibbons, J.



Westbrook, J.

cc: Hon. Tara D. Clark Newberry, District Judge
James A. Kohl, Settlement Judge
Akerman LLP/Las Vegas
Hong & Hong
Eighth District Court Clerk

¹Danny also contends that the district court relied upon hearsay contained within the 2020 notice of rescission when it granted the motion for summary judgment. Danny acknowledges it did not raise this argument in opposition to Newrez’s motion for summary judgment. As a result, this issue is not properly before us in this appeal, and we decline to consider it. *See Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981).

²Insofar as Danny raises 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.

In addition, we deny Newrez’s request for sanctions under NRAP 38. *See Anaya-Alvarado v. Anaya-Alvarado*, No. 84869-COA, 2023 WL 2033364, at *6 n.8 (Nev. Ct. App. Feb. 15, 2023) (Order of Affirmance) (declining to impose sanctions under NRAP 38 because the “appeal in its entirety is not frivolous, nor does it appear to have been undertaken solely for purposes of delay”).