



IN THE COURT OF APPEALS OF THE STATE OF NEVADA

GIOCATORE VENTURES, LLC,  
Appellant,  
vs.  
CARLOS REYNOSO,  
Respondent.

No. 90939-COA

*ORDER DISMISSING APPEAL*

Giocatore Ventures, LLC, appeals from district court orders entered in a foreclosure mediation matter. Eighth Judicial District Court, Clark County; Hon. Jerry A. Wiese, Judge.

The parties entered into a temporary loan modification agreement after participating in Nevada’s Foreclosure Mediation Program (FMP) and, in March 2025, the district court entered an order adopting the temporary agreement and directing that a foreclosure certificate not issue. When the homeowner, respondent Carlos Reynoso, allegedly failed to perform under the agreement, Giocatore—the beneficiary of the deed of trust encumbering his property—moved for relief pursuant to Foreclosure Mediation Rules (FMR) 18(3) and 20(3), seeking an order directing the issuance of a foreclosure certificate, which the court denied in a July 2025 order. In doing so, the district court determined that FMR 18(3) was the governing rule and that because it states the “aggrieved party may file an appeal” to address the alleged noncompliance, Reynoso was required to seek relief before Nevada’s appellate courts. Giocatore’s appeal from the March and July orders followed.

While the appeal was pending before the Nevada Supreme Court, it entered an order that essentially directed Giocatore to show cause why the appeal should not be dismissed for lack of jurisdiction. In particular, the supreme court explained that although the March order potentially constituted a substantively appealable final judgment, it appeared Giocatore lacked standing to challenge the decision. Moreover, insofar as Giocatore maintained the July order was substantively appealable pursuant to FMR 18(3), the supreme court reasoned that, while the rule appears to authorize an appeal from a temporary modification agreement or possibly a party's noncompliance with such an agreement, it did not appear to allow for an appeal from an order denying a motion for relief pursuant to FMR 18(3) and FMR 20(3). The supreme court further noted that FMR 18(3) does not address whether the appeal is to be taken before the district court or Nevada's appellate courts.

Giocatore filed a supplemental brief and, after Reynoso failed to respond within the prescribed filing period, the supreme court determined that the appeal was fully briefed and transferred the matter to this court. In its supplement, Giocatore contends that the July order is substantively appealable as a final judgment and, by extension, its position with respect to the March order appears to be that the decision was interlocutory and reviewable in the context of an appeal from the final judgment.<sup>1</sup> Having considered Giocatore's supplement and the other documents before this court, we conclude that the challenged orders are not substantively appealable.

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<sup>1</sup>Giocatore does not specifically address whether the March order is substantively appealable, as it instead focuses on whether it has standing to challenge the decision. Given our disposition of this appeal, we need not address Giocatore's standing arguments.

In particular, although the March order adopted the terms of the parties' temporary modification agreement and directed that a foreclosure certificate not issue, the agreement provided that, upon satisfaction of its terms, the parties would enter into a permanent modification agreement. As a result, the March order was temporary, and thus, not substantively appealable since it necessarily contemplated further proceedings before the district court, either to adopt any permanent agreement the parties entered into, or to evaluate whether sanctions were warranted if either party failed to perform under the temporary agreement. *Cf.* FMR 20(3) (providing that after the mediator submits his or her mediation statement to the district court and the parties' time to file a request for appropriate relief expires, the district court is required to enter an order that "(1) describ[es] the terms of any loan modification or settlement agreement, (2) dismiss[es] the petition [for foreclosure mediation assistance], or (3) detail[s] decisions regarding the imposition of sanctions"); *see also In re Temp. Custody of Five Minor Children*, 105 Nev. 441, 443, 777 P.2d 901, 902 (1989) (holding that when an order is temporary, it is not appealable because it is subject to review and modification by the district court).

Turning to the July order, *Giocatore* contends that it is a substantively appealable final judgment as mentioned above, or appealable pursuant to FMR 18(3). Looking first to FMR 18(3), *Giocatore's* argument flows from the district court's interpretation of the rule—specifically, the determination that the district court lacked jurisdiction to address Reynoso's alleged noncompliance with the parties' temporary agreement since the rule's use of the word "appeal" indicates the matter must be presented to Nevada's appellate courts. Although we can understand why the district court interpreted "appeal" in this manner, we nevertheless conclude that the court's

interpretation was erroneous under de novo review. *See Casey v. Wells Fargo Bank, N.A.*, 128 Nev. 713, 715, 290 P.3d 265, 267 (2012) (applying de novo review to interpretations of court rules).

The rules of statutory construction apply to court rules, including the FMRs. *See Nelson v. Eighth Jud. Dist. Ct.*, 137 Nev. 139, 141, 484 P.3d 270, 272 (2021). If a court rule is clear and unambiguous, this court will give effect to the rule's plain meaning and need not resort to the rules of statutory construction. *See Vanguard Piping Sys., Inc. v. Eighth Jud. Dist. Ct.*, 129 Nev. 602, 607, 309 P.3d 1017, 1020 (2013) (interpreting NRCP 16.1(a)(1)(D)). When a court rule is susceptible to more than one reasonable interpretation, the rule is ambiguous, *see Law Officers of Barry Levinson v. Milko*, 123 Nev. 399, 405, 168 P.3d 712, 716 (2007), and this court may rely on legislative history and the rules of statutory construction to ascertain the rule's meaning, *see Leven v. Frey*, 123 Nev. 355, 367, 184 P.3d 378, 387 (2008). However, court rules should not be read to produce absurd or unreasonable results, and this court will interpret a court rule in harmony with other court rules. *Pub. Emps.' Ret. Sys. of Nev. v. Gitter*, 133 Nev. 126, 131, 393 P.3d 673, 679 (2017).

As mentioned above, FMR 18(3) states that “[if] either party to a temporary modification agreement described in this rule fails to fulfill the obligations of that agreement, the aggrieved party may *file an appeal*.” (Emphasis added.) Given FMR 18(3)’s use of the word “appeal,” there are multiple ways to interpret the rule. For example, because the rule simply states that a party aggrieved by noncompliance with a temporary modification agreement “may file an appeal” without stating where the appeal is to be taken, the rule may be read to provide for appeals to either the district court or Nevada’s appellate courts. Further, the word “appeal” itself may be interpreted in more than one way. In its traditional legal sense, the word

“appeal” may refer to “the submission of a lower court’s or agency’s decision to a higher court for review and possible reversal.” *Appeal*, *Black’s Law Dictionary* (12th ed. 2024). But the word “appeal” may also be interpreted in a non-traditional sense to simply mean “a serious, urgent, or heartfelt request.” *Appeal*, *Oxford Dictionary of English* (3d ed. 2010). However, while the word “appeal” in FMR 18(3) is susceptible to more than one interpretation, for the reasons discussed below, we conclude that the rule is not ambiguous because the only reasonable interpretation of the rule is that it provides for non-traditional appeals to the district court to address noncompliance with temporary modification agreements entered into during an FMP proceeding.

To begin, while FMR 18(3) states that an aggrieved party “may file an appeal,” to challenge the opposing party’s noncompliance with a temporary modification agreement, the overall structure of the FMRs demonstrates that “appeal” in this context was meant to authorize proceedings before the district court. *Gitter*, 133 Nev. at 131, 393 P.3d at 679; *Reggio v. Eighth Jud. Dist. Ct.*, 139 Nev. 36, 39, 525 P.3d 350, 353 (2023) (recognizing that provisions of a text should be interpreted in a way to ensure compatibility). Specifically, the FMRs place responsibility for resolving disputes arising within the FMP on the district court. Indeed, following a mediation, the district court reviews the mediator’s statement, FMR 9(4) and FMR 20(1), and determines whether sanctions are warranted based on a party’s failure to comply with the FMP’s requirements, including whether a foreclosure certificate should be withheld, FMR 9(5); FMR 20(3); *Jacinto v. PennyMac Corp.*, 129 Nev. 300, 304, 300 P.3d 724, 727 (2013) (explaining that the bare minimum sanction for noncompliance with the FMP’s requirements is that a foreclosure certificate must not issue). And notably, if the parties enter into a short-sale agreement after the beneficiary proposes one during the FMP’s initial document production period,

it is the district court that must evaluate whether sanctions are warranted based on the homeowner's failure to comply with any conditions of the short sale agreement. FMR 13(10)(a). Given the district court's role within the FMP, including addressing noncompliance with short-sale agreements, there is no apparent reason why FMR 18(3) would be intended to preclude the district court from addressing noncompliance with a temporary modification agreement in the first instance, notwithstanding its use of the word "appeal."

Reinforcing this conclusion, we note that while the FMRs do provide for direct appeals of FMP matters to Nevada's appellate courts, this is only the case for decisions entered by the district court. FMR 24 ("Appeals of the decisions of the [d]istrict [c]ourt will follow appropriate civil appeals processes."); *see also* Nev. Const. art. 6, § 4 (providing that Nevada's appellate courts "have appellate jurisdiction in all civil cases arising in district courts"); NRAP 3A(b) (setting forth the orders and decisions for which an appeal may be taken before Nevada's appellate courts). But when an aggrieved party seeks relief from the opposing party's failure to comply with a temporary modification agreement, as contemplated in FMR 18(3), the challenge will be directed at the opposing party's conduct, rather than any decision by the district court. Consequently, the appeals authorized by FMR 18(3) are necessarily distinguishable from the appeals provided for in FMR 24, which are to follow "appropriate civil appeals processes," such as the traditional appeal path from a lower court to a higher court.

Thus, given the foregoing, we conclude that FMR 18(3) was not intended to confer jurisdiction on Nevada's appellate courts to address a party's noncompliance with a temporary modification agreement entered into during an FMP, and thus, does not provide a basis for this court to hear Giocatore's appeal from the July order. To the contrary, the rule vests jurisdiction in the

district court to resolve such issues in the first instance, including whether a foreclosure certificate should be issued. Indeed, a contrary conclusion would lead to unintended results since proceedings under FMR 18(3) would not include a review of the propriety of a lower court's or agency's decision, as mentioned above, but instead, would require Nevada's appellate courts to resolve factual disputes concerning a party's alleged noncompliance with a temporary modification agreement in the first instance—a role for which appellate courts are not particularly well-suited. *See Gitter*, 133 Nev. at 131, 393 P.3d at 679; *see also Round Hill Gen. Improvement Dist. v. Newman*, 97 Nev. 601, 604, 637 P.2d 534, 536 (1981) (“[A]n appellate court is not an appropriate forum in which to resolve disputed questions of fact.”).

Accordingly, because the district court's basis for denying Giocatore's motion for relief under FMR 18(3) was erroneous, it still needs to resolve the parties' dispute concerning Reynoso's alleged noncompliance with the parties' temporary agreement. As a result, the July order likewise is not appealable as a final judgment.<sup>2</sup> *See Lee v. GNLV Corp.*, 116 Nev. 424, 426, 996 P.2d 416, 417 (2000) (“[A] final judgment is one that disposes of all the issues presented in the case, and leaves nothing for the future consideration of the court, except for post-judgment issues such as attorney's fees and costs.”). And since no statute or court rule otherwise authorizes an appeal from either the March or July orders, *see Brown v. MHC Stagecoach, LLC*, 129 Nev. 343, 345, 301, P.3d 850, 851 (2013) (explaining that this court “may only consider

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<sup>2</sup>Once the district court resolves the pending dispute concerning Reynoso's alleged noncompliance and enters a final judgment, this court would have jurisdiction to address the propriety of the district court's decision, if needed. *See* FMR 24 (“Appeals of the decisions of the District Court will follow appropriate civil appeals processes.”); *see also* NRAP 3(A)(b)(1) (authorizing appeals from final judgments).

appeals authorized by statute or court rule”), we conclude that we lack jurisdiction to hear Giocatore’s appeal. Accordingly, we

ORDER this appeal DISMISSED.

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Bulla, C.J.

A handwritten signature in black ink, appearing to be 'Gibbons', with a stylized, cursive script.

Gibbons, J.

A handwritten signature in black ink, appearing to be 'Westbrook', with a cursive script.

Westbrook, J.

cc: Hon. Tierra Danielle Jones, Chief Judge  
Hon. Jerry A. Wiese, District Judge  
Charles K. Hauser, Settlement Judge  
Michael J. Harker  
Tiffany & Bosco, P.A./Las Vegas  
Eighth District Court Clerk