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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

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U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE, SUCCESSOR-IN-
INTEREST TO WACHOVIA BANK
NATIONAL ASSOCIATION, AS
TRUSTEE FOR GSAA HOME EQUITY
TRUST 2005-11, ASSETBACKED
CERTIFICATES, SERIES 2005-11,

Plaintiff,

v.

THUNDER PROPERTIES, INC.;
WOODLAND VILLAGE HOMEOWNERS
ASSOCIATION; and HAMPTON &
HAMPTON COLLECTIONS, LLC,

Defendants.

Case No. 3:17-cv-00106-MMD-WGC

ORDER

The Court held a hearing regarding Plaintiff U.S. Bank National Association, as Trustee, successor-in-interest to Wachovia Bank National Association, as Trustee for GSAA Home Equity Trust 2005-11, Asset-Backed Certificates, Series 2005-11's ("Plaintiff") renewed motion for summary judgment on February 4, 2020 ("Hearing") (ECF Nos. 54, 55 (corrected image)).

For the reasons stated on the record at the Hearing, the Court finds and declares that the homeowners' foreclosure sale ("HOA Sale") of the property located at 17270 Posy Lake Court, Reno, NV 89508 ("Property"), held on February 26, 2014, did not extinguish the deed of trust ("DOT") that encumbered the Property. The Court chiefly finds that it is undisputed that Plaintiff was the beneficiary of record of the DOT at the time the Second Notice of Default was issued, but Defendant Woodland Village Homeowners' Association

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1 (“HOA”) never sent that notice to Plaintiff.^{1, 2} The HOA Sale is therefore invalid as to the
2 DOT because Plaintiff was entitled to notice under NRS § 116.31168.

3 It is therefore that Plaintiff’s renewed motion for summary judgment (ECF Nos. 54,
4 55 (corrected image)) is granted. The Court declares that the HOA Sale did not extinguish
5 Plaintiff’s DOT because the HOA Sale is void as to the superpriority portion of the HOA's
6 lien for failure to mail statutorily required notice to Plaintiff.

7 It is further ordered that Plaintiff’s remaining claims—claims two through four—are
8 dismissed as moot.

9 The Clerk of the Court will enter judgment accordingly and close this case.

10 DATED THIS 21st day of February 2020.

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14 MIRANDA M. DU
15 CHIEF UNITED STATES DISTRICT JUDGE
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28 ¹The Court finds that the notice issue supersedes the tender issue and therefore
does not make any conclusions of law regarding tender in this action.

²The HOA also failed to send the Notice of Trustee’s Sale to Plaintiff.