

IN THE SUPREME COURT OF THE STATE OF NEVADA

LENNY J. MARAZZO; AND LANA
MARAZZO,
Appellants,
vs.
VERICREST FINANCIAL, INC.,
Respondent.

No. 61840

FILED

DEC 17 2013

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *R. Malone*
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is a proper person appeal from a district court order denying a petition for judicial review in a Foreclosure Mediation Program (FMP) matter. Second Judicial District Court, Washoe County; Patrick Flanagan, Judge.

In an appeal from a district court order granting or denying judicial review in an FMP matter, this court defers to the district court's factual determinations and reviews de novo the district court's legal determinations. *Edelstein v. Bank of N.Y. Mellon*, 128 Nev. ___, ___, 286 P.3d 249, 260 (2012). To obtain an FMP certificate, a deed of trust beneficiary must: (1) attend the mediation; (2) participate in good faith; (3) bring the required documents; and (4) if attending through a representative, have a person present with authority to modify the loan or access to such person. NRS 107.086(4) and (5) (2011); *Leyva v. Nat'l Default Servicing Corp.*, 127 Nev. ___, ___, 255 P.3d 1275, 1278-79 (2011).

Appellants first contend that respondent failed to produce a deed of trust assignment from their original lender to Flagstar Bank, FSB. Because appellants' deed of trust named Mortgage Electronic Registration Systems, Inc. (MERS), as the initial deed of trust beneficiary, and because

respondent produced an assignment from MERS to Flagstar Bank, no separate assignment from appellants' original lender to Flagstar Bank was necessary. *See Edelstein*, 128 Nev. at ___, 286 P.3d at 259-60.

Appellants next contend that the assignments respondent did produce were void because they did not recite the amount of consideration that the assignees paid for each assignment. We disagree. To the extent that appellants are suggesting that these written assignments are governed by NRS 111.210, such written assignments are not contracts. *Cf. Einhorn v. BAC Home Loans Servicing, LP*, 128 Nev. ___, ___, 290 P.3d 249, 254 (2012) (indicating that an assignment's purpose is to complete the chain of title of the person seeking to enforce the note and to proceed with foreclosure). Thus, the assignments were not void for failure to recite consideration.

Appellants finally contend that there were deficiencies in respondent's document certifications.¹ We have reviewed these certifications and conclude that they were compliant with the FMP statute and rules. Accordingly, we

ORDER the judgment of the district court AFFIRMED.

Pickering, C.J.
Pickering

Hardesty, J.
Hardesty

Cherry, J.
Cherry

¹Appellants also argue that there was no endorsement of the promissory note by their original lender. The record on appeal contradicts this argument.

cc: Hon. Patrick Flanagan, District Judge
Lana Marazzo
Lenny J. Marazzo
Silvestri Gidvani, P.C.
Washoe District Court Clerk