

IN THE SUPREME COURT OF THE STATE OF NEVADA

GMAC MORTGAGE, LLC, A
DELAWARE LIMITED LIABILITY
COMPANY,
Appellant,

vs.

NEVADA ASSOCIATION SERVICES,
INC., A DOMESTIC CORPORATION;
PECCOLE RANCH COMMUNITY
ASSOCIATION, A DOMESTIC NON-
PROFIT COOPERATIVE
CORPORATION; AND KEYNOTE
PROPERTIES, LLC,
Respondents.

No. 65260

FILED

MAR 14 2016

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

ORDER DECLINING CERTIFIED QUESTION

On November 13, 2014, this court accepted the following
certified question from the U.S. District Court:

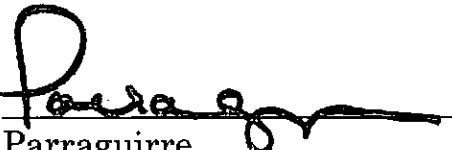
What effect, if any, is there upon a foreclosure sale
conducted pursuant to Nev. Rev. Stat. § 116.31162
when the association refuses to provide the holder
of a first security interest under a deed of trust
secured by the unit with the specific amount due
under the portion of the association's delinquent
assessments lien that has been made prior to the
deed of trust by Nev. Rev. Stat. § 116.3116(2)[]?


After briefing and oral argument, this court determined that a specific
federal statute—the Fair Debt Collection Practices Act (FDCPA)—might
impact the answer to the certified question such that our interpretation of
NRS chapter 116 might not be determinative in this matter. As a result,
this court requested clarification within 60 days from the U.S. District
Court on whether the FDCPA might apply to the present matter and its
potential impact.

16-07984

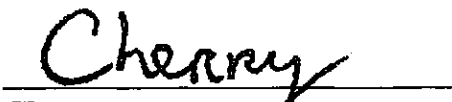
As the allotted 60 days for clarification have passed without any response from the U.S. District Court or the parties, we exercise our discretion to decline to address the certified question at this time. See *Rivera v. Philip Morris, Inc.*, 125 Nev. 185, 189; 209 P.3d 271, 274 (2009).

It is so ORDERED.

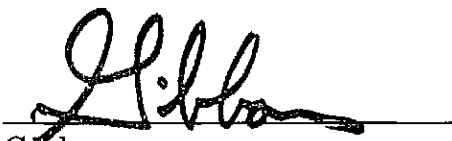
 C.J.
Parraguirre

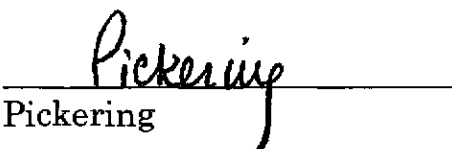
 J.
Hardesty

 J.
Douglas

 J.
Cherry

 J.
Saitta

 J.
Gibbons

 J.
Pickering

cc: Aldridge Pite, LLP
The Dean Legal Group, Ltd.
Kim Gilbert Ebron
Lipson Neilson Cole Seltzer & Garin, P.C.