

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

NADIA HADDAD, AN INDIVIDUAL;  
IYAD HADDAD, A/K/A "EDDIE"  
HADDAD, AN INDIVIDUAL; 1405  
VEGAS VALLEY 369 TRUST, AN  
UNKNOWN ENTITY; AND  
RESOURCES GROUP, LLC, A NEVADA  
LIMITED LIABILITY COMPANY,  
Appellants,  
vs.  
GREGORY LOGAN, SUCCESSOR IN  
INTEREST TO MARGARET M.  
SHAFFER,  
Respondent.

No. 85760-COA

FILED

APR 19 2024

ELIZABETH A. BROWN  
CLERK OF SUPREME COURT  
BY   
DEPUTY CLERK

*ORDER OF AFFIRMANCE*

Nadia Haddad, Iyad "Eddie" Haddad, 1405 Vegas Valley 369 Trust (Vegas Valley Trust), and Resources Group, LLC (Resources Group), appeal from a judgment following a bench trial in a real estate dispute. Eighth Judicial District Court, Clark County; Mary Kay Holthus, Judge.

On September 9, 2019, Eddie Haddad, on behalf of Vegas Valley Trust, purchased a condominium at a homeowners' association (HOA) foreclosure sale for \$37,000, subject to a 60-day redemption period.<sup>1</sup> Following the sale, Casa Vegas Adult Condominiums Association (Casa Vegas) issued Vegas Valley Trust a certificate of trustee sale pursuant to

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<sup>1</sup>We do not recount the facts except as necessary for our disposition.

NRS 116.31166(2)(a).<sup>2</sup> The certificate named Vegas Valley Trust as the purchaser, provided an address for Vegas Valley Trust, and stated the purchase price as \$37,000. An entity named Collect Source recorded the certificate with the Clark County Recorder on September 18.

On November 4, Margaret Shaffer, the previous owner of the unit, executed a notice of redemption pursuant to NRS Chapter 116.<sup>3</sup> Respondent Gregory Logan, a property manager and longtime acquaintance of Shaffer, on behalf of Shaffer, hired a process server to serve the notice of redemption on several entities involved in the HOA foreclosure sale. The process server unsuccessfully attempted to serve Vegas Valley Trust at its address of record on two occasions; however, the process server posted the notice at Vegas Valley Trust's address of record and mailed the notice to Vegas Valley Trust via certified mail. Logan issued \$45,000 in cashier's checks to his and Shaffer's attorney to perfect the redemption under NRS 116.31166(3), which the attorney deposited in a client trust account. In turn, the attorney sent an email to what he believed to be Eddie Haddad's email address requesting the total amount needed to perfect the redemption but did not receive a response, and therefore the funds intended for the redemption remained in his trust account. Shaffer recorded her notice of redemption on November 8; however, neither she nor Logan tendered any

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<sup>2</sup>NRS 116.31166(2)(a) requires the "person conducting the sale" to give the purchaser a certificate of the sale stating the price paid for the unit and that the unit is subject to redemption.

<sup>3</sup>NRS 116.31166(3), in pertinent part, provides a statutory right of redemption to the owner of a unit "whose interest in the unit was extinguished by" an HOA foreclosure sale under NRS 116.31162.

payment to Vegas Valley Trust.<sup>4</sup> The following day, after the 60-day redemption period had expired, Shaffer executed a document assigning her interest in the unit to Logan. In January 2020, Casa Vegas issued Vegas Valley Trust a deed upon sale pursuant to NRS 116.31166(7)(a), which conveyed the interest in the unit to Vegas Valley Trust since the redemption period had expired.<sup>5</sup>

Logan filed a complaint in the district court against Nadia Haddad, Eddie Haddad, Vegas Valley Trust, and Resources Group, alleging unjust enrichment and alter ego and seeking declaratory judgment that he was entitled to redemption of the property.<sup>6</sup> The case proceeded to a two-day bench trial. At trial, Logan explained that he did not tender any payment within the 60-day redemption period because he believed NRS 116.31166(3) required payment in full, but he could not tender full payment because appellants did not inform him of the amount due. Additionally, the process server, Brent Reid, testified that he did everything possible to serve

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<sup>4</sup>Under NRS 116.31166(3)(a), a redeeming party must pay the purchasing party the “purchase price, with interest at the rate of 1 percent per month thereon in addition,” plus the amount of any assessments, taxes, lien payments, or costs of reasonable improvements incurred by the purchasing party.

<sup>5</sup>NRS 116.31166(7)(a) states that, “[i]f no redemption is made within 60 days after the date of sale, the person conducting the sale shall . . . [m]ake, execute and, if payment is made, deliver to the purchaser . . . a deed without warranty which conveys to the purchaser all title of the unit’s owner to the unit.”

<sup>6</sup>While Logan originally brought his claims against several other individuals and entities involved with the HOA foreclosure sale, all were dismissed as improper parties prior to trial. Additionally, Logan originally alleged additional claims of fraud/collusion, specific performance, and elder abuse in his complaint, but he abandoned those claims prior to trial.

the documents on Vegas Valley Trust, and that he “[a]bsolutely” believed Eddie Haddad was attempting to avoid service. Eddie testified that Vegas Valley Trust’s address listed on the certificate of trustee sale was the address for his office, which had a receptionist on-site to accept documents. Eddie also testified that he did not receive the attorney’s email requesting the amount due for redemption and did not otherwise receive any payment from Logan toward the redemption.

Following the trial, the district court issued findings of fact, conclusions of law, and an order finding for Logan on several grounds. First, the district court found that Logan “met all of the statutory requirements for redemption” within the 60-day period under NRS 116.31166(3)-(4), and therefore was entitled to redemption of the unit. Second, the district court found that Logan was entitled to redemption of the unit on equitable grounds because it found that appellants inhibited Logan’s redemption efforts by means of “fraud, unfairness or oppression.” (quoting *Res. Grp., LLC as Tr. of E. Sunset Rd. Tr. v. Nev. Ass’n Servs., Inc.*, 135 Nev. 48, 52, 437 P.3d 154,158 (2019)). Third, the district court found that the “[f]ailure of the Trustee’s Deed Upon Sale to designate a Trustee in the operative language for [purchaser Vegas Valley Trust] render[ed] the transfer void.” And fourth, the district court found that the certificate of trustee sale and the deed upon sale were “void . . . for lack of [strict] compliance with” NRS 116.31166(2)(a) and NRS 116.31166(7)(a). In turn, the district court ordered Logan to pay \$32,002.83 to perfect the redemption, which consisted of the \$37,000 purchase price of the property; a \$740 insurance payment made by appellants; a \$1,000 lien release; and \$3,512.83 delinquent taxes on the property; subtracted by the reasonable monthly rental value of the

unit during the time Logan was deprived of the property, which the parties agreed to be \$10,250.<sup>7</sup> This appeal followed.

On appeal, appellants raise three arguments.<sup>8</sup> First, they argue that the district court erred in finding that the attorney's email requesting the amount necessary to perfect redemption constituted a valid tender fulfilling NRS 116.31166(3)'s payment requirement, and that Logan did not have standing to redeem the property because Shaffer did not assign her interest in the unit to Logan until the day after the redemption period expired.<sup>9</sup> Second, appellants argue that substantial evidence does not support the district court's finding that the failure of the deed upon sale to name the trustee of purchaser Vegas Valley Trust rendered the deed void. Third, appellants argue that substantial evidence does not support the

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<sup>7</sup>We note that appellants stipulated to \$10,250 in fair monthly rental value for the time Logan was deprived of the property in the district court, not \$10,500 as is set forth on the final page of the district court's order. Further, we note that the district court stated that the parties stipulated to \$10,250 in fair rental value during the time Logan was deprived of the unit in its findings of fact, and that the district court's calculation of the \$32,002.83 owed for redemption utilized the \$10,250 figure, not \$10,500.

<sup>8</sup>We note that appellants raise several additional arguments in their reply brief that they did not raise in their opening brief, including that Logan did not meet the notice requirement for redemption under NRS 116.31166(4). Because appellants failed to raise these arguments in their opening brief, they are waived on appeal. *See Powell v. Liberty Mut. Fire Ins. Co.*, 127 Nev. 156, 161 n.3, 252 P.3d 668, 672 n.3 (2011) ("Issues not raised in an appellant's opening brief are deemed waived.").

<sup>9</sup>We reject this argument insofar as Shaffer executed the notice of redemption and that her and Logan's attorney's email to Eddie Haddad explained that he sought to issue payment on Shaffer's behalf to redeem of the unit; therefore, Shaffer was the proper redeeming party, and properly assigned her interest in the unit to Logan following the redemption period. *See* NRS 116.31166(3).

district court's finding that Logan's redemption payment should have been offset by \$10,250 in monthly rental value that accrued while Logan was deprived of the unit.<sup>10</sup> Logan responds that, first, the district court correctly found that NRS 116.31166(3) required payment in full, and therefore his attorney's email sufficed because any partial payment would have been futile. Second, Logan summarily argues that substantial evidence in the record supports the district court's findings.

*The district court erred in finding Logan fulfilled NRS 116.31166(3)'s payment requirement, but properly enforced Logan's redemption of the property on equitable grounds*

Appellants argue that the district court erred in finding Logan fulfilled the payment requirement for redemption under NRS 116.31166(3) because Logan did not tender *any* payment within the 60-day redemption period. Logan responds that the email from his and Shaffer's attorney requesting the total amount due for redemption was sufficient because NRS 116.31166(3) requires payment of *all* statutory costs for tender to be valid, not just publicly available costs.

This court reviews a district court's legal conclusions following a bench trial de novo, but we will not disturb the district court's factual findings "unless they are clearly erroneous or not supported by substantial evidence." *Wells Fargo Bank, N.A. v. Radecki*, 134 Nev. 619, 621, 426 P.3d 593, 596 (2018); *see also Bank of Am., N.A. v. SFR Invs. Pool 1, LLC*, 134 Nev. 604, 606-08, 427 P.3d 113, 117-18 (2018) (reviewing whether a party's

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<sup>10</sup>We reject this argument insofar as appellants' counsel expressly agreed during a hearing that Logan's redemption payment should be offset by the monthly fair rental value, and thus they have waived their right to challenge that finding on appeal. *See Grisham v. Grisham*, 128 Nev. 679, 688, 289 P.3d 230, 236 (2012) (explaining that an agreement on the record is binding and generally not subject to challenge on appeal).

payment constituted valid tender de novo), *as amended on denial of reh'g* (Nov. 13, 2018). “Substantial evidence is evidence that a reasonable mind might accept as adequate to support a conclusion.” *Winchell v. Schiff*, 124 Nev. 938, 944, 193 P.3d 946, 950 (2008) (internal quotation marks omitted).

To successfully exercise a right of redemption under NRS 116.31166(3)(a), the redeeming party must pay “[t]he purchaser the amount of his or her purchase price, with interest at the rate of 1 percent per month thereon in addition, to the time of the redemption, plus’ additional fees, taxes, assessments, and liens that vary depending on the circumstances.” *Saticoy Bay LLC Series 9050 W Warm Springs 2079 v. Nev. Ass’n Servs.*, 135 Nev. 180, 183, 444 P.3d 428, 432 (2019) (alteration in original) (quoting NRS 116.31166(3)). Generally, “[v]alid tender requires payment in full.” *Bank of Am.*, 134 Nev. at 606, 427 P.3d at 117. Therefore, “a promise to make a payment at a later date or once a certain condition has been satisfied cannot constitute a valid tender.” *7510 Perla Del Mar Ave Tr. v. Bank of Am., N.A.*, 136 Nev. 62, 65, 458 P.3d 348, 350 (2020). The Nevada Supreme Court applied this concept to NRS 116.31166(3)’s payment requirement in *La Costa Loans, Inc. v. Grigorian*, where it explained that an email from the redeeming party to the purchasing party requesting the amount necessary for redemption did not constitute a valid tender. No. 76916, 2020 WL 1531427, at \*1-2 (Nev. Mar. 27, 2020) (Order of Affirmance) (quoting *Bank of Am.*, 134 Nev. at 606, 427 P.3d at 117; *Saticoy Bay*, 135 Nev. at 188-89, 444 P.3d at 435). Rather, the supreme court reasoned that because the purchase price of the foreclosed property was public information, the redeeming party should have *at least* paid that amount plus the statutory 1 percent monthly interest by the 60-day deadline, regardless of whether that would have constituted full payment. *Id.*

In this case, Logan's actions mirrored those of the party that unsuccessfully attempted to redeem the property in *La Costa*. Indeed, like the redeeming party in *La Costa*, Logan did not tender *any* payment to Vegas Valley Trust within the 60-day redemption period, but rather merely directed he and Shaffer's attorney to send an email requesting the full amount necessary for redemption of the unit. *Id.* at \*2. And, like the public purchase price in *La Costa*, the purchase price of the unit here was publicly available because the certificate of trustee sale, which stated the purchase price, was duly recorded in Clark County on September 18, 2019.

However, this case differs from *La Costa* insofar as the district court enforced Logan's redemption of the property because it found that Logan's failure to tender full payment within the statutory timeframe was the result of appellants' fraud, unfairness, or oppression. *See* 66 Am. Jur. 3d *Proof of Facts* § 11 (2002) (explaining that courts may allow a party to perfect its statutory right to redemption after the expiration of the statutory period if fraud, collusion, or deceit prevented the redeeming party from perfecting redemption within the statutory timeframe); *cf.* *Shadow Wood Homeowners Ass'n, Inc. v. N.Y. Cmty. Bancorp., Inc.*, 132 Nev. 49, 56, 366 P.3d 1105, 1110 (2016) (holding that a district court may set aside a foreclosure sale if it finds that the property was sold at an inadequate price as the result of fraud, unfairness, or oppression). And because appellants fail to challenge the district court's finding that appellants inhibited Logan's redemption efforts by means of fraud, unfairness, or oppression, affirmance is warranted on those grounds. *See Hung v. Genting Berhad*, 138 Nev., Adv. Op. 50, 513 P.3d 1285, 1287 (Ct. App. 2022) (holding that when a district court provides independent alternative grounds to support a decision, an appellant must challenge each of those grounds on appeal). Thus, we affirm



the district court's enforcement of Logan's redemption of the property on equitable grounds.

*The district court erred in finding that the deed upon sale was void because the deed met all relevant statutory requirements to effectively convey property*

Appellants argue that substantial evidence does not support the district court's finding that "[f]ailure of the Trustee's Deed Upon Sale to designate a Trustee in the operative language for Trust render[ed] the [original foreclosure sale] void." Logan summarily responds that substantial evidence supports the district court's finding that Logan timely fulfilled NRS 116.31166(3)-(4)'s requirements for redemption.

NRS 111.105 provides that "[c]onveyances of lands . . . may be made by deed, signed by the person from whom the estate or interest is intended to pass." For proper recording, a deed must contain (1) "[t]he mailing address of the grantee," (2) "the assessor's parcel number," and (3) "the name and address of the person to whom a statement of the taxes assessed on the real property is to be mailed." NRS 111.312(1)(a)-(b), (3). For the purposes of NRS Chapter 111, the term "person" includes trusts. NRS 111.3677.

In this case, all requirements for the validity of the deed upon sale were met. The deed was signed by an agent of Casa Vegas, "the person from whom the estate or interest [was] intended to pass." NRS 111.105. Further, the deed was properly recorded with Clark County because the document included the mailing address of the grantee, Vegas Valley Trust; the assessor's parcel number; and the name and address of the person to whom a statement of the taxes assessed on the real property was to be mailed—again, Vegas Valley Trust. Because there is no legal requirement for a deed upon sale to name a trustee if the purchaser is a trust, and

because all other legal requirements for the conveyance of the unit here were met, we conclude that the district court erred in finding that the deed upon sale conveying the subject property to Vegas Valley Trust was void for its failure to name a trustee of Vegas Valley Trust. Nevertheless, reversal is not warranted for the reasons previously stated.

Accordingly, we

ORDER the judgment of the district court AFFIRMED.<sup>11</sup>

  
\_\_\_\_\_, C.J.  
Gibbons

  
\_\_\_\_\_, J.  
Bulla

  
\_\_\_\_\_, J.  
Westbrook

cc: Hon. Mary Kay Holthus, District Judge  
Eleissa C. Lavelle, Settlement Judge  
Law Offices of Michael F. Bohn, Ltd.  
Crosby & Fox, LLC  
Eighth District Court Clerk

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<sup>11</sup>Insofar as appellants raise other arguments that are not specifically addressed herein, we have considered the same and conclude that they do not present a basis for relief.