IN THE SUPREME COURT OF THE STATE OF NEVADA

LN MANAGEMENT LLC SERIES 1936 VIA FIRENZE,
Appellant,
vs.
PENNYMAC HOLDINGS, LLC,
Respondent.

No. 88108

FILED

AUG 14 2025

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court order denying a motion for a new trial and to reopen trial to take additional deposition testimony in an action to quiet title. Eighth Judicial District Court, Clark County; Ronald J. Israel, Judge.

Appellant LN Management purchased the subject property at an HOA foreclosure sale. After protracted litigation between LN Management and respondent PennyMac, the district court held a trial.[1] Toward the end of trial, LN Management sought to introduce deposition testimony from John Leach, who was a representative of the HOA's agent. The district court orally denied LN Management's request on the ground that LN Management had not included Leach's deposition in its NRCP 16.1(a) disclosures.

LN Management then filed a motion for a new trial or to reopen trial wherein it again sought to introduce a portion of Leach's deposition testimony. Thereafter, the district court entered a written judgment in

[1]A jury was initially empaneled, but LN Management and PennyMac later stipulated to a bench trial.

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favor of PennyMac. The district court determined that LN Management held title to the subject property but that the property remained encumbered by PennyMac's deed of trust. In doing so, the district court found that PennyMac's failure to tender the superpriority lien amount was excused because the HOA's agent had a known policy of rejecting such tenders. *Cf. 7510 Perla Del Mar Ave. Tr. v. Bank of Am., N.A. (Perla)*, 136 Nev. 62, 63, 458 P.3d 348, 349 (2020) (holding that a formal superpriority tender is excused "when evidence shows that the party entitled to payment had a known policy of rejecting such payments"). The district court's judgment also clarified that it had considered Leach's proffered testimony and that the testimony did not affect the district court's factual findings or legal conclusions. Subsequently, the district court entered another order specifically addressing LN Management's new-trial motion and denying it on the same ground as its written judgment. That is, the district court concluded that the proffered testimony did not affect the district court's factual findings or legal conclusions.

LN Management now argues on appeal that the district court abused its discretion in denying its motion for a new trial or to reopen trial. *Cf. Gunderson v. D.R. Horton, Inc.*, 130 Nev. 67, 74, 319 P.3d 606, 611 (2014) ("This court reviews a district court's decision to grant or deny a motion for a new trial for an abuse of discretion."). But having reviewed the proffered testimony, we are not persuaded. The proffered testimony is consistent with the district court's conclusion that the HOA's agent had a known policy of rejecting tenders when accompanied by conditions PennyMac was entitled to impose. *See Bank of Am., N.A. v. SFR Invs. Pool 1, LLC*, 134 Nev. 604, 607-08, 427 P.3d 113, 118 (2018) (recognizing that a deed of trust beneficiary has a legal right to insist that payment of nine months' worth of

HOA dues, without any associated collection costs or fees, is sufficient to satisfy the superpriority component of the HOA's lien); *Perla*, 136 Nev. at 67 n.4, 458 P.3d at 351 n.4 (reiterating that an HOA or its agent cannot reject a superpriority tender containing legally permissible conditions).

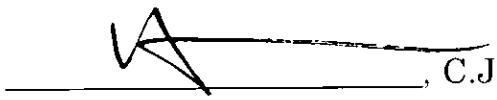
LN Management next contends that "PennyMac did not prove that it was excused from tendering the superpriority portion of the HOA's assessment lien." But the district court's written judgment made detailed factual findings in this respect, based largely on Rock Jung's pertinent testimony. Namely, the district court found that during the relevant time frame, the HOA's agent had a pattern of rejecting tenders that were coupled with conditions PennyMac was legally entitled to impose. Similar to LN Management's previous argument, we are not persuaded that its relied-upon testimony renders the district court's findings clearly erroneous or unsupported by substantial evidence. *See Wells Fargo Bank, N.A. v. Radecki*, 134 Nev. 619, 621, 426 P.3d 593, 596 (2018) ("After a bench trial . . . . [t]he district court's factual findings will be left undisturbed unless they are clearly erroneous or not supported by substantial evidence.").

Relatedly, LN Management contends that the district court's factual findings conflict with our previous remand. *See LN Mgmt. LLC v. PennyMac Holdings, LLC*, No. 81954, 2021 WL 4238282 (Nev. Sept. 16, 2021) (Order Vacating and Remanding). We disagree. In the prior appeal, we determined that PennyMac was not entitled to summary judgment. This appeal is from a judgment following a bench trial wherein the district court considered evidence not previously considered. *Compare Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (stating the standard of review for an order granting summary judgment), *with Radecki*, 134 Nev.

at 621, 426 P.3d at 596 (stating the standard of review for factual findings following a bench trial).

In sum, we are not persuaded that the district court abused its discretion in twice denying LN Management's motion for a new trial or that its factual findings following trial were clearly erroneous. To the extent that LN Management raises other arguments on appeal, they have no bearing on the district court's conclusion that PennyMac's deed of trust remains as an encumbrance on the subject property. Accordingly, we

ORDER the judgment of the district court AFFIRMED.



_____, C.J.
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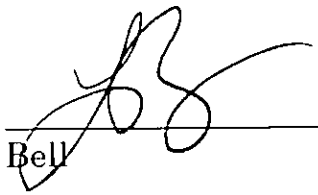

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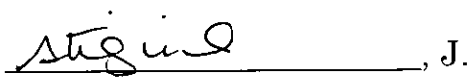

_____, J.
Stiglich

cc: Hon. Ronald J. Israel, District Judge
Law Offices of Michael F. Bohn, Ltd.
Akerman LLP/Las Vegas
Eighth District Court Clerk