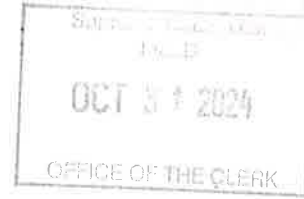


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November 15, 2024

24-5246

Justices of the US Supreme Court of the United States
Supreme Court of the United States
1 First Street, NE
Washington, DC 20543



Re: This motion for rehearing is based on newly discovered evidence showing discrepancies in Deutsche Bank's standing and authority to foreclose, as well as contradictions in their filings and actions. Deutsche Bank National Trust will be referred to as Deutsche Bank in this motion

I. Request for Rehearing: Petitioner respectfully requests that the Court grant rehearing in this matter under Rule 44.6, based on newly discovered and previously unconsidered evidence. This evidence includes significant contradictions in Deutsche Bank National Trust's filings, particularly regarding its standing and authority to foreclose. On September 9, 2024 (Exhibit 1), after the homeowner filed a writ of certiorari on August 7th, 2024, Deutsche Bank National Trust issued a letter disavowing any customer relationship with Petitioner and denying its authority to modify the loan or engage in foreclosure. However, in earlier filings and Summary Judgment, Deutsche Bank had consistently asserted that it is the lender, with the authority to both modify the loan and initiate foreclosure proceedings. Of particular concern is Deutsche Bank's dual assertion of being both the lender and the trustee. These roles are mutually exclusive under the governing deed of trust, which creates an inherent conflict of interest and raises serious questions about Deutsche Bank's ability to pursue foreclosure actions. Additionally, Notice of Default and auction paperwork filed in September (Exhibit 10) (after the writ of certiorari was filed) identify a different entity—MTC Financial Services dba Trustee Corps—as handling the foreclosure process. This raises further doubts about Deutsche Bank's being the trustee with authority to foreclose, especially since a different entity, not Deutsche Bank, is taking the **P.1**

steps to proceed with the foreclosure. The discrepancy is compounded by the fact that MTC Financial Services has not been transferred the deed of trust, as Deutsche is acting as trustee in this case. Moreover, Deutsche Bank's September 9, 2024 letter explicitly disclaims any foreclosure responsibility. In light of this, it is apparent that Deutsche Bank's role in this case is legally untenable. These newly discovered discrepancies found in the September 9th letter and auction paperwork received in September, 2024, are of substantial and controlling effect on the outcome of this case. They directly challenge Deutsche Bank's standing and its ability to foreclose, and their resolution could alter the case's outcome. Petitioner respectfully submits that rehearing is necessary to ensure that the newly discovered issues are fully addressed.

II. Background: Background: The underlying case concerns the ownership and validity of two contradictory Lost Note Affidavits (Exhibit 18 attached/on record at P. 336-339) and three Assignments of Deed of Trust (Exhibit 17 attached/on record at P. 170-172). Deutsche Bank's filing of these contradictory Lost Note Affidavits has a precedent in New Jersey, where they lost a similar case (fully discussed in the writ). Multiple transfers of deeds of trust submitted by Deutsche Bank after 2010 contain critical errors and lack validity, as they have not been properly recorded with MERS (fully discussed in the writ). The failure to submit the Lost Note Affidavits in a timely manner (in 2014 and 2017) and the delayed introduction of Deutsche Bank National Trust as the new owner in December 2017 (Exhibit 3 Attached/on record at P.168) directly undermines Deutsche Bank's standing and claims to this loan. These actions should have been completed at the outset of the homeowner's bankruptcy in 2010—an obvious procedural failure that raises serious doubts about Deutsche Bank's authority. Additionally, Deutsche Bank's role as trustee does not grant them beneficial ownership of the loan. There is no clear evidence of payment, no endorsed note, and no payment trail to substantiate their claims. P.2

The legal issues surrounding these documentation errors and the discrepancies in the handling of the loan are fully outlined in the writ for certiorari, which will not be repeated in full here.

However, it is clear that Deutsche Bank's failure to maintain proper documentation has left the homeowner with a "zombie home"—a property that cannot be refinanced or sold due to the missing paperwork. The homeowner has been unable to purchase another home either.

III. DISCREPANCIES

A. Deutsche Bank's Inconsistencies About Standing/Lender /Status In a letter dated September 9, 2024 (Exhibit 1), titled "Consumer Complaint Filed by Lissette Napoleoni," Deutsche Bank asserts that there is no customer or modification relationship with homeowner, effectively denying the right to file complaints against them. In their letter, Deutsche Bank states:

Exhibit 1 (Letter from Deutsche Bank National Trust, 9/9/2024): "Please be advised that DBNTC has no customer relationship with you and DBNTC is neither a mortgage loan originator nor a mortgage loan officer. Rather, DBNTC is trustee for a mortgage-backed securitization trust comprised of a pool of mortgage loans that included the Loan. The SSA limits the Trustee's duties and authority to what is expressly set forth in the SSA, and nowhere in the SSA is the Trustee charged with loan servicing responsibilities or given any authority to oversee or direct the Servicer's loan servicing activities, including property actions involving the notes for the Trust loans."

If their statement regarding the SSA is accurate, then they lack standing in this declaratory case.

It appears that Deutsche Bank National Trust prioritizes avoiding liability over admitting their role as a lender, contrary to their assertions in previous motions. In their Motion for Summary Judgment filed in district court on March 19, 2021 (Exhibit 2/on record at P. 962), they state:

Exhibit 2 (Page 2): "We're a lender that holds a Note of Trust secured by property located at 1465 Pawnee Drive, Las Vegas, NV 89169, and currently owned by Defendant Lissette Salazar Napoleoni (hereinafter 'NAPOLEONI')."

Despite this representation, their claim of being the lender contradicts the role outlined in the SSA. If they are indeed limited to being a trustee without foreclosure authority, **P.3**

their portrayal as a lender in court is inconsistent and misleading. This inconsistency, combined with the contradictory Lost Note Affidavits one from Bank of America and another from Select Portfolio Servicing—years after the Note was allegedly lost, and numerous error filled Assignments of Deed of Trust, suggests that they do not possess legal standing.

B. Contradictory Assertions About A Banking Relationship With Me: In their September 9, 2024 letter (Exhibit 1), Deutsche Bank asserts that they have no customer relationship with the homeowner, Napoleoni. Exhibit 1 (Letter from Deutsche Bank National Trust, 9/9/2024): “Please be advised that DBNTC has no customer relationship with you and DBNTC is neither a mortgage loan originator nor a mortgage loan officer. However, in their previous filings, including the Motion for Summary Judgment (Exhibit 2), they claim to have had a long-term lender-borrower relationship with the homeowner dating back to 2010, and they cite this relationship as the basis for their foreclosure authority. These contradictions reveal a misleading presentation of their role. Motion for Summary Judgment (Exhibit 2/on record at P. 962:

“Plaintiff and Napoleoni have been dealing with each other on this loan since 2010, never disputing the amounts owed or the ownership of the security interest” (Page 5).

—“Napoleoni approached Plaintiff for the loan modification after Plaintiff filed a Proof of Claims in her bankruptcy case. Napoleoni signed the loan modification agreement after Plaintiff gave her a very generous modification” (Page 6).

—“Furthermore, there is no reason to believe that an outside entity may attempt to enforce the Note against NAPOLEONI based on the ten-year history of only one lender dealing with one borrower concerning the secured debt on the Property” (Page 6).

—“It would be improper for NAPOLEONI to now claim that Plaintiff is not entitled to enforce the Note after she 1) recognized Plaintiff’s authority to modify the loan during the bankruptcy” (Page 6).

Despite their claims of the homeowner having a long time relationship with Deutsche, Napoleoni never received any communication directly from Deutsche Bank until the letter dated September 9, 2024. The homeowner never spoke with representatives of Deutsche Bank’s offices before this declaratory case in 2019. And, throughout this case, the homeowner only interacted with one of Deutsche’s lawyers and their assistant. Their recent September 9 letter further validates the homeowner’s claims in this case denying a relationship with them. Additionally, Deutsche Bank introduced themselves in December 2016 in a letter from Select Portfolio, which further undermines their claims of a relationship since 2010:

Exhibit 3: “Select Portfolio Servicing, Inc., acknowledges receipt of your correspondence dated 12/06/2016 regarding the above referenced account. In your correspondence, you requested information regarding the name of the ‘owner’ of the account, sometimes also referred to as ‘the investor,’ ‘creditor,’ and/or ‘Note holder.’ Deutsche Bank National Trust, as trustee, on behalf of the holders of the IMPAC Secured Assets Corp. Mortgage Pass-Through Certificate, is the owner of the account and SPS is the mortgage servicer.”

Deutsche claims to have a relationship with the homeowner in order to win a declaratory case, but they deny a relationship in consumer complaints about losing the homeowner’s Note.

C. Another Set of Discrepancies: Auction Paperwork Auction Paperwork (Exhibit 10) was filed in September 2024 after the homeowner filed the writ of certiorari in August, and before this declaratory appeal deciding standing to foreclose was finished. The representations made in the Notice of Default paperwork (Exhibit 10) bring up more contradictions and raise significant concerns about potential conflicts of interest regarding Deutsche Bank National Trust's role: **P.5**

- Exhibit 10 - Full name and address of the current holder of the Note secured by the deed of trust: Deutsche Bank National Trust
- Full name and address of the current servicer of the obligation or debt secured by the deed of trust: Select Portfolio Servicing, Inc.

MTC Financial Corps dba Trustee Corps, As Duly Appointed Successor Trustee

In these documents, Deutsche Bank is identified as both the beneficiary and the current holder of the mortgage, which implies a lender's interest. However, in their September 9, 2024 letter, they assert that they are merely acting as a trustee without any direct ownership interest in the mortgage loan, creating another contradiction that undermines their standing in this case. This dual representation also creates a conflict of interest: as a beneficiary, they are positioned to benefit financially from the foreclosure, while as a trustee, their responsibility is to act impartially on behalf of the trust and its investors. If they claim to be the beneficiary in the Notice of Default, they cannot simultaneously assert they lack a lender's role in their September 9, 2024 letter (Exhibit 1). Being both the lender in foreclosure and solely the trustee when I file consumer complaints is a misrepresentation. Furthermore, if Deutsche Bank is acting in the interest of the trust, they would only initiate the foreclosure and not have any claim to the funds generated from a foreclosure, which would rightfully belong to the actual lender who would distribute profits to the investors. They would seek a lender to be in an impartial position so that they would pay off investors. This inconsistency of roles throughout letters, motions and auction paperwork raises doubts about the legitimacy of their actions in this declaratory case. According to the logic of their own September 9, 2024 letter (Exhibit 1) letter, Deutsche Bank National Trust, as the alleged trustee, should be filing the Notice of Default instead of MTC Financial Services dba Trustee Corps (Exhibit 10), and a lender should be in the beneficiary position to avoid conflict of interest. The deed of trust specifies that only one trustee can be assigned (exhibit 16 attached/on record at P. 990). It states: "If the lender invokes the power of sale, **P.6**

the lender shall execute or cause the trustee to execute _the occurrence of the event of default, and this election must be recorded in each county where any part of the property is located.”

Deutsche Bank is the trustee and MTC should not initiate actions on their behalf, unless they are appointed trustee through a transfer of deed of trust. This recording of a new trustee has not yet happened, and if it did happen, then it would mean that Deutsche doesn't have standing in this case. Additionally, if what the September 9th letter contents are true, then Deutsche Bank is not the lender and they cannot engage MTC Financial Inc. to conduct the auction. Conversely, if Deutsche Bank National Trust is the trustee, then MTC Inc. dba Trustee Corps should not be involved in any auction-related actions. The trust allows for the substitution of trustees but specifies this must happen one at a time (exhibit 16 attached/on record at P. 990): “Lender at its option may from time to time remove a trustee and appoint a successor trustee to any trustee appointed hereafter.” These provisions imply that there can’t be two trustees acting simultaneously, one in a case for declaratory rights, and one simultaneously foreclosing a home (especially before an appeal for standing is done). These provisions also imply that only one trustee can initiate the foreclosure, the appointed one. It is clear that MTC has been brought in to avoid a conflict of interest, but in doing so without a trustee substitution, their actions are void. Another logical reason for bringing in MTC in the auction paperwork is that Detuscher may not be able proceed with the auction because the trust related to this case closed in 2008, as indicated by their filing for 15-D status (Exhibit 11 attached/on record 177). A "15-D status" means the trust has completed its obligations and is no longer active in managing assets. Yet, Deutsche Bank National Trust is defending a closed trust without a legitimate lender, and it is recruiting companies to do foreclosure, but none of these companies are included in this lawsuit.

D. Execution of Documents (Exhibit 10) Trustee Corps has included a Certificate of Assistant Secretary from Bank of America in the foreclosure papers (Exhibit 10). This 2012 document, photocopied onto the last page of the trust, is problematic as Bank of America is not a party to this lawsuit and has not been identified as the lender. Its inclusion creates a misleading narrative about the chain of title, undermining the integrity of the foreclosure proceedings. Second, it is crucial to verify that all submitted documents were executed by authorized representatives. The certificate states that certain individuals were duly appointed, necessitating verification of their authority to act on behalf of Bank of America or any involved party. Additionally, there must be a clear chain of title; improperly executed assignments could disrupt the legal standing required for the plaintiff to pursue foreclosure. In conclusion, the inclusion of this unrelated document raises significant questions about the legitimacy of the foreclosure process. If Bank of America, a non-party, is mentioned in the foreclosure and MTC/Trustee Corps is associated with them but not part of the lawsuit, this raises serious concerns about Deutsche Bank's standing. Standing requires a party to have an interest in the matter, calling into question Deutsche Bank's ability to pursue foreclosure. Bank of America has resurfaced after letting go their position as servicer in 2016. The inclusion of the Certificate of Assistant Secretary from Bank of America in the foreclosure documentation raises significant concerns about the integrity of the foreclosure process. Bank of America has not been identified as a lender or interested party in any of the filings, making its presence in the foreclosure paperwork improper. The certificate, which was issued in 2012, appears to be an attempt to establish legitimacy for the chain of title, yet it is not only irrelevant to the current legal action but also suggests a potential breakdown in the foreclosure process. By including a certificate from a non-party with no direct interest in this case, Deutsche Bank creates confusion about the chain of title. The inclusion of this **P.8**

document from Bank of America, a non-party, implies that they are involved in the foreclosure process when they are not. This creates a misleading narrative and further erodes the integrity of the foreclosure action as Deutsche Bank may be attempting to fill in gaps in its standing.

F. Discrepancies in Foreclosure Authority Deutsche Bank has created significant confusion by presenting contradictory claims about its role in the foreclosure process, which raises critical questions about the legitimacy of its authority to proceed with foreclosure on this property. The recent correspondence from Deutsche Bank dated September 9, 2024 (Exhibit 1), explicitly states that DBNTC has no foreclosure responsibilities. The letter claims, “Pursuant to the SSA, the Trust’s servicer, Select Portfolio Servicing, Inc. (‘SPS’), is solely responsible for servicing the loans in the Trust, including loan modifications and foreclosure processing.” This assertion directly contradicts the District Court Motion for Summary Judgment (Exhibit 2/on record at 962), which emphasizes Deutsche Bank’s involvement in foreclosure, stating, “NAPOLEONI later defaulted on the Note payments, causing Plaintiff to initiate a non-judicial foreclosure.” The auction papers posted on the homeowner’s property on September 12, 2024, declare: “NOTICE IS HEREBY GIVEN THAT MTC Financial Inc. dba Trustee Corps is either the original trustee, the duly appointed substituted trustee, or acting as an agent for the Trustee of Beneficiary under a Deed of Trust dated as of December 2006...” This conflicting information raises serious questions about which entity is authorized to manage the foreclosure: Select Portfolios, Deutsche Bank National Trust or MTC. Deutsche Bank, as the trustee in the transfer of deed of trust is the one that has to initiate the foreclosure, not a third-party entity like MTC. The mortgage trust clearly establishes that only one trustee can act to initiate a foreclosure. The transfer of deed of trust in Nevada Records names Deutsche, not MTC. Additionally, Deutsche Bank should not be listed as the beneficiary if they are the only trustee that can actually **P.9**

initiate foreclosure, as they would occupy two conflicting roles of trustee and beneficiary. The true beneficiary is the trust or the investors. The beneficiary should be the IMPAC Trust or the investors who hold the actual beneficial interest in the loan. Deutsche Bank should just be the trustee. As Deutsche Bank is listed as the beneficiary, this creates a confusing and improper situation, because as Deutsche Bank National Trust said themselves in the September 9th letter, they are managing assets, not profiting from the assets themselves. Moreover, the trust agreement (Exhibit 16 attached/on record at P. 990) specifies: "If the lender invokes the power of sale, the lender shall execute or cause the trustee to execute upon the occurrence of the event of default." That trustee is Deutsche as per the transfer of deed of trust, not MTC. It is crucial to emphasize the legal implications of Deutsche Bank's dual role as both trustee (through the transfer of deed of trust) and lender in auction paperwork and declaratory motions, which are inherently incompatible under the deed of trust. This dual role not only violates the fiduciary duty owed to the beneficiaries but also raises significant questions about the validity of Deutsche Bank's authority to act in either capacity. The legal principle that a trustee cannot act outside its defined role is well-established in trust law, and Deutsche Bank contradictory assertions undermine the legal foundation of its foreclosure action and declaratory case. Additionally, the failure to clarify which entity holds the legal right to enforce the mortgage has profound due process implications for the homeowner. The law requires transparency and certainty regarding who holds the right to foreclose, so that the homeowner can fully exercise their right to contest the foreclosure. This confusion infringes upon the homeowner's due process rights, as they are entitled to know the true party in interest before foreclosure proceedings can lawfully proceed. Furthermore, the introduction of multiple entities—such as MTC Financial and Select Portfolio Servicing—acting on behalf of Deutsche Bank exacerbates the uncertainty, potentially **P.10**

allowing non-parties to take actions in the foreclosure process without clear standing. This lack of clarity violates the homeowner's due process rights, as they are unable to effectively contest foreclosure when the party bringing the action is unclear. If Deutsche Bank is acting outside the scope of its authority, as indicated by its contradictory statements, the foreclosure process could be rendered void, further justifying the need for rehearing and scrutiny of these newly discovered issues.

Why this Case May Be Different Than Typical Foreclosure Cases in Nevada In typical foreclosure cases, the lender or its trustee possesses a clear authority over foreclosure. These cases usually involve a party that is either properly acting as the trustee or beneficiary under the deed of trust, with all procedures executed in compliance with the legal framework. However, this case presents several key issues that distinguish it from typical Nevada foreclosure actions.

1. Conflict in Dual Roles: Under Nevada law, specifically NRS 107.080 (which governs non-judicial foreclosures), a trustee is the entity responsible for carrying out the foreclosure process. The beneficiary, on the other hand, is the party that holds the beneficial interest in the deed of trust. In a non-judicial foreclosure, the trustee must act in an impartial capacity to enforce the foreclosure, and their role is separate from that of the beneficiary.

A trustee under a deed of trust must not be the beneficiary of the deed of trust for the purposes of exercising the power of sale pursuant to NRS 107.080.

The beneficiary is the lender or investor who holds the underlying debt. If the same party acts as both, it could violate the trustee's fiduciary duty to remain impartial. If Deutsche Bank is **P.11**

acting as both the trustee in this case and as beneficiary in auction paperwork, this creates a conflict of interest, because a trustee is supposed to act impartially. Deutsche Bank used MTC Financial to avoid the conflict of interest created by Deutsche Bank serving as both the trustee and the beneficiary, but they did so in a manner that directly contradicts the ongoing declaratory case, with a different, non substituted trustee. This is crucial because it not only violates Nevada law (specifically NRS 107.080 but also undermines the integrity of the declaratory judgment process in my case. The fact that Deutsche Bank was attempting to use MTC as the trustee while a declaratory judgment case was still in progress—specifically addressing issues like their standing and the Lost Note Affidavits—means that the foreclosure process was premature and likely invalidated under both Nevada law and principles of due process. The foreclosure action could be seen as an attempt to bypass the ongoing declaratory case, undermining the judicial process and the homeowner's rights.

2. Lack of Clarity About the Trustee's Authority In this case, MTC Financial is conducting the foreclosure; however, MTC is not the trustee named in the deed of trust, it is Deutsche. According to Nevada law, if MTC has not been properly substituted as trustee, its actions are illegitimate and void. **NRS 107.080(2):** *"A substitution of trustee must be recorded in the office of the county recorder of the county in which the notice of default and election to sell is recorded, and the notice of the substitution of trustee must be executed by the trustee, the party appointing the trustee, or an attorney for the party appointing the trustee."* **NRS 107.080(3):** *"If a substitution of trustee is not recorded in the manner required in subsection 2, the foreclosure is invalid."*

In the present case, as in **Deutsche Bank National Trust Co. v. Verna Ezeji**, the bank has failed to establish the proper authority to initiate and maintain the foreclosure action, specifically with regard to the substitution of trustee. In Ezeji, the court emphasized that the bank **P.12**

must demonstrate clear and unambiguous proof of its standing to foreclose, including showing that the appropriate party, or trustee, is legally authorized to act on its behalf. Similarly, in this case, the plaintiff has not provided sufficient evidence of a proper substitution of trustee, nor has it shown that the individual or entity now acting as the trustee is authorized to foreclose on the subject property. As the court in *Ezeji* held, failure to establish standing due to improper procedural authority can result in the denial of summary judgment and the dismissal of the foreclosure action.

3. Due Process Concerns: Confusion About the Party Authorized to Foreclose

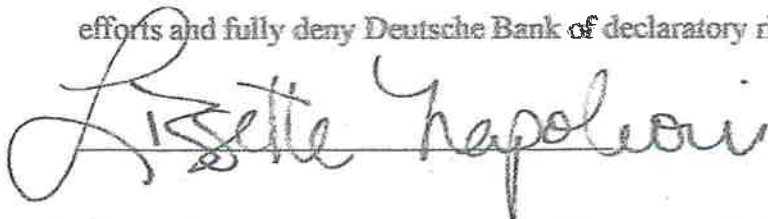
The confusion surrounding Deutsche Bank's conflicting roles—as both the lender and the trustee—coupled with MTC's unauthorized actions, raises significant due process concerns. Under both federal and Nevada law, a homeowner is entitled to clear notice of the party bringing the foreclosure action and the authority under which the action is being taken. This clarity is essential for the homeowner's ability to contest the foreclosure and protect their rights.

4. No Similar Precedent: This case is unprecedented not only because of the multiple conflicting Lost Note Affidavits filed by Deutsche Bank but also due to the complex web of legal issues it has created throughout many years, which have never before been seen in Nevada law—or anywhere else. The ongoing declaratory judgment action arose because Deutsche Bank could not produce the original Note, leading to the filing of two contradictory Lost Note Affidavits, which is central to the dispute. These filings, combined with the bank's ongoing attempts to bypass the legal process in the US Supreme Court, have set the stage for a situation for which it is hard to find a precedent. This case is further complicated by the improper **P.13**

actions of multiple parties, including MTC Financial acting as the trustee without proper substitution, and Deutsche Bank trying to occupy conflicting roles as both the trustee and the beneficiary, which creates an inherent conflict of interest. Other procedural irregularities, such as the filing of three separate Assignments of Deed of Trust and the auction proceedings while a declaratory case was still pending, compound the complexity of the situation. Furthermore, the foreclosure proceedings were initiated while the homeowner, locked in a "zombie" status for years. The entire process has been fraught with confusion, all while the homeowner has been fighting against a predatory loan that dates back to 2006. There is no clear precedent that can account for all these factors happening in one case, and it is imperative that the court address these unprecedented challenges and reconsider the prior decision in light of these unresolved issues. This is also probably a first in which a homeowner had to deal with two lawsuits on two fronts concurrently, mediation and declaratory case for standing, diminishing the chances to do well in either case. While Napoleoni was contacting lawyers seeking support, she received the auction paperwork, which completely changed her focus from a declaratory case to auction challenge.

Conclusion This is not a foreclosure case but a declaratory judgment case, and the core issue of standing has not been resolved before Deutsche Bank and its agents, including MTC Financial, initiated foreclosure actions. MTC Financial's actions as the substitute trustee, which have not been properly authorized, cast further doubt on the legitimacy of the foreclosure process. Additionally, the dual role of Deutsche Bank as both lender and trustee creates a conflict of interest that undermines the integrity of the process. The lack of clarity regarding who holds authority to proceed with foreclosure denies the homeowner the ability to contest it meaningfully. The core issue here is that Deutsche Bank's own actions and the actions **P.14**

of other entities, such as MTC and Select Portfolio Servicing, have undermined the declaratory judgment process and indicate a lack of clarity of Deutsche Bank's rights to the property. It's essentially a sign that Deutsche Bank's authority is in question, and they have failed to follow through with their responsibility to resolve the case through declaratory relief. By allowing another company to act in their place, Deutsche Bank is either: abdicating its role in the process, implying it's not the rightful party; or attempting to bypass the declaratory action, which should invalidate this declaratory case. At present, two entities—MTC Financial and Deutsche Bank—are simultaneously acting as trustees in the foreclosure process. This situation is legally impossible under the deed of trust, which only permits one trustee to act. The fact that an auction is occurring concurrently with an ongoing declaratory case, where two different trustees are actively pursuing foreclosure, serves as clear evidence that MTC has not been properly substituted as trustee. In addition, Deutsche Bank claims to be in the position of lender/beneficiary, but they have never shown endorsements of the loan to them, never were in possession of the Note as their Lost Note Affidavits go back to Countrywide, and they never showed receipts of having paid the loan. As a matter of public policy and fairness, the failure to comply with statutory requirements should not be rewarded with a second chance to pursue foreclosure. The violation of NRS 107.028, the failure to substitute the trustee properly, and the initiation of the foreclosure by an improper party should serve as a bar to any further foreclosure efforts and fully deny Deutsche Bank of declaratory rights through a rehearing.


A handwritten signature in cursive script, reading "Lissette Napoleoni". The signature is written in dark ink and is positioned above the printed name.

Lissette Napoleoni

November 15th, 2024

For these reasons, the newly discovered evidence and documentation, which I received after filing my writ of certiorari, are now being included in this Motion for Rehearing.

Respectfully submitted,

Signature: 

Lissette Napoleoni

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Date: November 15th, 2024