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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARTHA ALICIA AVILA, an individual,) Case No. 2:10-cv-01161-JCM-RJJ
Plaintiff,)
v.)
INDYMAC MORTGAGE SERVICES;)
QUALITY LOAN SERVICE)
CORPORATION, a foreign corporation;)
PACIFIC WOODS RENTAL, LLC, a foreign)
limited liability company; DOE individuals I)
through X; and ROE Corporations and)
Organizations I through X; and all persons)
unknown claiming any right, title, estate, lien or)
interest in the real property described in the)
Complaint adverse to Plaintiff's ownership, or)
any cloud upon Plaintiff's title thereto;)
inclusive,

Defendants.

THIS CAUSE came on to be heard by the Court on September 23, 2010 on the Motion to Dismiss filed by Defendant, Quality Loan Service Corporations (# 8) and in which Defendant, Indymac Mortgage Services joined (# 13). Quality Loan Service Corporation appeared through its counsel, Christopher M. Hunter, Esq., Plaintiff appeared through her counsel, Marvin L. P. Simeon, Esq., Indymac Mortgage Services appeared through its counsel, Donna M. Osborn, Esq., and Pacific Woods Rental, LLC appeared through its counsel, Richard L. Doxey, Esq. The Court, having reviewed the papers and submissions of the parties, having entertained arguments of counsel, and otherwise being fully apprised in the premises and good cause appearing therefore,

1 THE COURT FINDS that each one of the claims for relief set forth by Plaintiff in the
2 Complaint is based upon an alleged loan modification agreement which was not reduced to
3 writing. Because the agreement relates to an interest in land or an interest in a trust in land,
4 the absence of a written agreement violates the statute of frauds, NRS 111.205. As a result,
5 the agreement is unenforceable and the claims for relief in the Complaint fail.

6 Accordingly, THE COURT ORDERS as follows:

7 1. Quality Loan Service Corporation's Motion to Dismiss is GRANTED and
8 judgment of dismissal with prejudice shall be entered in favor of Defendants, Quality Loan
9 Service Corporation and Indymac Mortgage Services.

10 2. Any lis pendens affecting the property located at 60 Ancient Hills Ln.,
11 Henderson, Nevada (APN 178-16-412-010 shall be expunged and have no further force and
12 effect.

13 DATED October 6, 2010.

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15 _____
16 UNITED STATES DISTRICT COURT JUDGE

17 Respectfully submitted by:
18 McCarthy & Holthus, LLP

19 _____
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17 Approved as to form and content:
18 Wright, Finlay & Zak, LLP

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25 Law Offices of P. Sterling Kerr

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27 /s/Richard L. Doxey
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