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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

FIRST 100 LLC; KAL-MOR-USA, LLC,

Plaintiff,

2:13-CV-00680-LDG-NJK

v.

ORDER

BANK OF AMERICA, N.A.; RECONTRUST
COMPANY, N.A., THE BANK OF NEW
YORK MELLON, FKA THE BANK OF
NEW YORK, AS TRUSTEE FOR THE
CERTIFICATE HOLDERS OF THE
CWHEQ INC., CWHEQ REVOLVING
HOME EQUITY LOAN TRUST, SERIES
2005-F, A REMIC TRUST; DOES I through
X; and ROE CORPORATIONS I through X,
inclusive,

Defendants.

BANK OF AMERICA, N.A.

Counterclaimant,

v.

KAL-MOR-USA, LLC,

Counterdefendant.

BANK OF AMERICA, N.A.,

Cross-Claimant,

v.

CANYON WILLOWS HOMEOWNERS
ASSOCIATION; UNITED LEGAL
SERVICES; and RED ROCK FINANCIAL
SERVICES,

Cross-Defendants.


1 Cross-defendant Canyon Willow Homeowners Association (the HOA) moves to
2 dismiss cross-claim Bank of America, N.A.'s cross-claims (ECF No. 78). The HOA is
3 joined by cross-defendant Red Rock Financial Services (ECF No. 80). Bank of America
4 opposes the motion.

5 Canyon Willow argued, in part, that Bank of America's claims are barred by the
6 statute of limitations. Bank of America responded that its claims were not barred
7 because its claims would not even accrue until it incurred damages, and that it would
8 incur damages only upon a declaration by this Court that its first deed of trust is invalid.

9 Subsequent to the parties' briefing on the motion to dismiss, the Court has
10 determined that the HOA's foreclosure sale did not extinguish Bank of America's deed of
11 trust and has granted summary judgment in favor of the Bank of America's counterclaims
12 and against Kal-Mor-USA LLC's claims. As such, it would appear to the Court that Bank
13 of America's cross-claims, as well as Canyon Willow's motion to dismiss those claims,
14 may have been rendered moot by these subsequent proceedings. To ensure that the
15 Court does not render an advisory opinion regarding Bank of America's cross-claims, and
16 to provide the parties an opportunity to fully address the impact of these subsequent
17 developments in this matter as relevant both to the motion to dismiss and whether Bank
18 of America may continue to prosecute its cross-claims, the Court will deny the motion to
19 dismiss without prejudice. Accordingly,

20 THE COURT **ORDERS** that Canyon Willow Homeowners Association's Motion to
21 Dismiss (ECF No. 78) is DENIED without prejudice.

22 DATED this 21 day of September, 2017.

23
24 
25 Lloyd D. George
26 United States District Judge