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9 *Attorneys for Defendant Wells Fargo Bank, N.A.*

10 **UNITED STATES DISTRICT COURT**

11 **DISTRICT OF NEVADA**

12 LN MANAGEMENT LLC SERIES 7241
13 BROOK CREST,

14 Plaintiff,

15 vs.

16 BRANDON JHUN, an individual; ELSKE
 17 VAN HEMERT, an individual; WELLS
 FARGO BANK, N.A.; DEPARTMENT OF
 18 THE TREASURY – INTERNAL
 REVENUE SERVICE; ON CALL CASH,
 19 LLC, a Nevada Limited Liability Company;
 and DOES 1 through 10, inclusive,

20 Defendants.

Case No. 2:14-cv-01936-APG-EJY

**STIPULATION AND ORDER FOR
DISMISSAL OF WELLS FARGO BANK,
N.A. WITH PREJUDICE**

22 Pursuant to Federal Rule of Civil Procedure 41(a)(2), Plaintiff LN Management LLC
 23 Series 5204 Painted Sands (“LN Management”), Defendant Wells Fargo Bank, N.A. (“Wells
 24 Fargo”), and Defendant Internal Revenue Service (“IRS”)(collectively, the “Parties”¹), by and
 25 through their respective counsel, agree that:
 26

27 _____
 28 ¹ Defendants Jhun and Van Hemert were previously defaulted by this Court on May 19, 2014. Defendant
 On Call Cash was previously defaulted by this Court on October 7, 2014.

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1 **IT IS HEREBY STIPULATED AND AGREED** that the Deed of Trust recorded as
2 instrument number 20090612-0005629 (the “**Wells Fargo DOT**”) in the official records of the
3 Clark County Recorder, is being quieted pursuant to a confidential settlement between LN
4 Management and Wells Fargo, and LN Management is paying Wells Fargo consideration that is
5 subject to a confidential settlement agreement. The Wells Fargo DOT is null and void and of no
6 further force or effect, and title is quieted in the name of LN Management LLC Series 7241
7 Brook Crest (“**LN Management**”) as to the property described in the Wells Fargo DOT as
8 follows:

9 APN: 125-15-313-002
10 **PARCEL ONE (1):**

11 Lot Nineteen 919) in Block Three (3) of Amended Plat of a Portion of Saltcreek, as shown
12 by map thereof on file in Book 92 of Plats, Page 20, in the Office of the County Recorder
13 in Clark County, Nevada.

14 **PARCEL TWO (2):**

15 A non-exclusive easement for ingress, egress, and enjoyment in and to the association
16 property as set forth in the Declaration of Covenants, Conditions, and Restrictions for
17 Saltcreek a common interest community, recorded December 16, 1999 in Book 991216 as
18 Document No. 00827, as the same may from time to time be amended and/or
19 supplemented in the Office of the County Recorder of Clark County, Nevada, which
20 easement is appurtenant to Parcel One (1).

21 **IT IS FURTHER STIPULATED AND AGREED** that nothing in this Stipulation and
22 Order, or the relief granted herein, shall be construed or deemed to alter, affect, limit, waive, or
23 restrict the rights of Wells Fargo (or any of its authorized agents, investors, affiliates,
24 predecessors, successors, and assigns) relating to the promissory note (the “**Note**”) described in
25 the Wells Fargo DOT and/or any mortgage related thereto.

26 LN Management and Wells Fargo further agree that this Stipulation and Order is in no
27 way intended to impair the rights of Wells Fargo (or any of its authorized agents, investors,
28 affiliates, predecessors, successors, and assigns) to pursue any and all remedies against the
Borrower(s), as defined in the Wells Fargo DOT and/or Note, that Wells Fargo (or any of its
authorized agents, investors, affiliates, predecessors, successors, and assigns) may have relating
to the Note, except the right to judicially or non-judicially foreclose/enforce the Wells Fargo DOT
against the property described in the Wells Fargo DOT.

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1 **IT IS FURTHER STIPULATED AND AGREED** that a copy of this Order may be
2 recorded with the Clark County Recorder.

3 **IT IS FURTHER STIPULATED AND AGREED** by the Parties that Wells Fargo shall
4 be dismissed from this action, and each and all of the claims, counter-claims, third-party claims,
5 and causes of action asserted herein against or by Wells Fargo, are dismissed, WITH
6 PREJUDICE.

7 **IT IS FURTHER STIPULATED AND AGREED** by the IRS that it consents to the
8 settlement between LN Management and Wells Fargo, that it has no claim against Wells Fargo in
9 this action, and the IRS further agrees that it will not attempt to dispute, clawback, render void, or
10 otherwise contest any settlement funds paid to Wells Fargo as part of this settlement.

11 **IT IS FURTHER STIPULATED AND AGREED** that the Parties shall bear their own
12 attorneys’ fees and costs associated with any claims asserted by or against Wells Fargo, and that
13 Wells Fargo shall not be responsible for the fees and costs incurred by any other party in this
14 litigation.

15 **IT IS SO STIPULATED.**


16 Dated this 5th day of May, 2020.
17 LAW OFFICES OF KERRY FAUGHNAN

Dated this 5th day of May, 2020.
SNELL & WILMER L.L.P.

18 By: /s/ Kerry P. Faughnan
19 Kerry P. Faughnan, Esq. (NV Bar No. 12204)
20 P.O. Box 335361
North Las Vegas, Nevada 89086
21 *Attorney for Plaintiff*
22 *(electronic signature affixed with permission)*

By: /s/ Tanya N. Lewis
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N.A.*

25 **IT IS SO ORDERED.**

26
27 
28 UNITED STATES DISTRICT JUDGE
Dated: May 5, 2020.