

1 **UNITED STATES DISTRICT COURT**  
2 **DISTRICT OF NEVADA**

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5 AZURE MANOR/RANCHO DE PAZ  
HOMEOWNERS ASSOCIATION, *et al.*,

6 Plaintiffs,

7 vs.

8 D.R. HORTON, INC., *et al.*,

9 Defendants.

Case No. 2:15-cv-01623-GMN-VCF

**ORDER**

10 Before the court is Third Party Defendant M&M Construction, Inc.'s Motion to Deem Settlement  
11 Agreement and Release of Claims Fully Executed. (ECF No. 137). A hearing was held on September 29,  
12 2016. The Court canvassed and heard representations from the parties.

13 **A. Relevant Facts**

14 This case involves alleged construction defects with common area components of the Azure  
15 Manor/Rancho de Paz community. The community was constructed by D.R. Horton, Inc. and U.S. Home  
16 Corp. ("U.S. Home"), with D.R. Horton, Inc. constructing the Azure Manor section of the community and  
17 U.S. Home Corp., constructing the Rancho de Paz section.

18 On September 8, 2015, Defendants U.S. Home, Lennar Corp. and Lennar Sales Corp. filed a Third-  
19 Party Complaint against several subcontractors, including M&M Construction, Inc. ("M&M"). (ECF No.  
20 137). U.S. Home alleges that it entered into a subcontract agreement with M&M relating to the Property.  
21 In December 2015, M&M answered U.S. Home's Third-Party Complaint. (ECF No. 53). M&M and U.S.  
22 Home have since participated in two mediations which lead to a successful settlement. (ECF No. 137).

23 M&M and U.S. Home Corp. have agreed to the final terms of a Settlement Agreement and Release  
24 of Claims. (ECF No. at 137-1). Counsel for M&M has not been able to locate an agent of M&M to execute  
25 the final Settlement Agreement and Release of Claims. M&M is no longer in business and its only known

1 owner passed away in October of 2015. M&M's counsel requests that the Court deem the Settlement  
2 Agreement and Release of Claims between M&M and U.S. Home Corp., fully executed by M&M. *Id.*

3 **B. Relevant Law/Discussion**

4 Under Local Rule IA 11-6(a), an attorney who has appeared for a party must be recognized by the  
5 court and all the parties as having control of the client's case. Given that M&M's counsel has made several  
6 attempts and cannot locate a representative of M&M to sign the settlement agreement, the court deems  
7 that the Settlement Agreement and Release of Claims between M&M and U.S. Home Corp., as attached  
8 in ECF No. 137-1, is fully executed, and enforceable.


9 No opposition has been filed. This constitutes consent to the granting of the motion under Local  
10 Rule 7-2(d), which states that “[t]he failure of an opposing party to file point and authorities in response  
11 to any motion shall constitute a consent to the granting of the motion.”

12 Considering the factors outlined above, the Court grants Third Party Defendant M&M  
13 Construction, Inc.'s Motion to Deem Settlement Agreement and Release of Claims Fully Executed. (ECF  
14 No. 137).

15 Accordingly, and for good cause shown,

16 IT IS HEREBY ORDERED that Third Party Defendant M&M Construction, Inc.'s Motion to  
17 Deem Settlement Agreement and Release of Claims Fully Executed. (ECF No. 137) is GRANTED.

18 DATED this 29th day of September, 2016.

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21 CAM FERENBACH  
22 UNITED STATES MAGISTRATE JUDGE  
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