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 7

8 **UNITED STATES DISTRICT COURT**  
 9 **DISTRICT OF NEVADA**

10 NATIONSTAR MORTGAGE, LLC,  
 11 Plaintiff,

12 v.

13 GIAVANNA HOMEOWNERS  
 14 ASSOCIATION; SFR INVESTMENTS  
 POOL 1, LLC; DOE INDIVIDUALS I-X; and  
 15 ROE CORPORATIONS I-X, inclusive,  
 16 Defendants.

17 SFR INVESTMENTS POOL 1, LLC, a  
 18 Nevada limited liability company,  
 19 Counter/Cross Claimant,

20 vs.

21 NATIONSTAR MORTGAGE, LLC, a  
 Delaware limited liability company; BANK  
 22 OF AMERICA, N.A., a national association;  
 JONI MCGRIFF HOWARD, an individual;  
 23 and KENYON HOWARD, and individual,  
 24 Counter/Cross Defendants.

Case 2:15-cv-01992-LDG-CWH

**STIPULATION AND ORDER**

25 The parties, by and through their undersigned counsel, stipulate and agree that  
 26 GIAVANNA HOMEOWNERS ASSOCIATION may file Third-Party Complaint against  
 27

28 . . . .

1 Nevada Association Services, Inc., attached to this Stipulation as Exhibit "1".

2

3 DATED this 22<sup>nd</sup> day of July, 2016.

DATED this 22<sup>nd</sup> day of July, 2016.

4 BOYACK ORME & TAYLOR

AKERMAN LLP

5

6 By: /s/ Edward D. Boyack  
EDWARD D. BOYACK  
Nevada Bar No. 005229  
7 401 N. Buffalo Drive #202  
Las Vegas, Nevada 89145  
8 *Attorneys for Defendant Giavanna  
Homeowners Association*

By: /s/ Melanie D. Morgan  
MELANIE D. MORGAN, ESQ.  
Nevada Bar No. 8215  
MILES N. CLARK, ESQ.  
Nevada Bar No. 13848  
1160 Town Center Drive, Suite 330  
Las Vegas, Nevada 89144  
*Attorneys for Nationstar Mortgage LLC*

9

10

11 DATED this 22<sup>nd</sup> day of July, 2016.

12 KIM EBRON GILBERT

13

By: /s/ Diana Cline Ebron  
DIANA CLINE EBRON, ESQ.  
14 Nevada Bar No. 10580  
JACQUELINE A. GILBERT, ESQ.  
15 Nevada Bar No. 10593  
KAREN L. HANKS, ESQ.  
16 Nevada Bar No. 9578  
TRELLA N. MCLEAN, ESQ.  
17 Nevada Bar No. 13376  
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18 Las Vegas, Nevada 89139  
*Attorneys for SFR Investments Pool 1, LLC*

19

**ORDER**

20

21 Based upon the stipulation of the parties, it is hereby Ordered that Giavanna  
22 Homeowners Association be allowed to file its Third-Party Complaint in this matter.

22

**IT IS SO ORDERED.**

23

DATED July 25, 2016

24

25

  
**UNITED STATES MAGISTRATE JUDGE**

26

*2:15-cv-01992-LDG-CWH  
Nationstar Mortgage, LLC v Giavanna  
Homeowners Association et al*

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EXHIBIT 1

1 Edward D. Boyack  
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8 **UNITED STATES DISTRICT COURT**  
9 **DISTRICT OF NEVADA**

10 NATIONSTAR MORTGAGE, LLC,  
11 Plaintiff,

12 v.

13 GIAVANNA HOMEOWNERS  
14 ASSOCIATION; SFR INVESTMENTS  
15 POOL 1, LLC; DOE INDIVIDUALS I-X; and  
ROE CORPORATIONS I-X, inclusive,

16 Defendants.

17 SFR INVESTMENTS POOL 1, LLC, a  
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22 Delaware limited liability company; BANK  
OF AMERICA, N.A., a national association;  
23 JONI MCGRIFF HOWARD, an individual;  
and KENYON HOWARD, and individual,

24 Counter/Cross Defendant.

25 GIAVANNA HOMEOWNERS  
26 ASSOCIATION,

27 Third-Party Plaintiff,

28 vs.

Case 2:15-cv-01992-LDG-CWH

**DEFENDANT GIAVANNA  
HOMEOWNERS ASSOCIATION'S  
THIRD-PARTY COMPLAINT  
AGAINST NEVADA ASSOCIATION  
SERVICES**

1 NEVADA ASSOCIATION SERVICES,  
2 Third-Party Defendant.

3 **DEFENDANT GIAVANNA HOMEOWNERS ASSOCIATION'S THIRD-PARTY**  
4 **COMPLAINT AGAINST NEVADA ASSOCIATION SERVICES**

5  
6 COMES NOW, Defendant/Third Party Plaintiff **GIAVANNA HOMEOWNERS**  
7 **ASSOCIATION** (hereinafter "Giavanna"), by and through its attorneys of record, Boyack Orme  
8 & Taylor, and hereby files Third-Party Complaint against Nevada Association Services  
9 (hereinafter "NAS") as follows:

10 **GENERAL ALLEGATIONS**

11 1. That at all time relevant hereto, Third-Party Defendant, Nevada Association  
12 Services was and is a corporation organized and existing under the laws of the State of Nevada  
13 and is and was doing business as a collections agency located in Las Vegas, Clark County,  
14 Nevada.

15 2. That at all times relevant hereto, Defendant/Third-Party Plaintiff Giavanna  
16 Homeowners Association is a Nevada non-profit corporation and was and is doing business  
17 in Las Vegas, Clark County, Nevada as a homeowner's association.

18 3. Giavanna and NAS entered into one or more agreement(s) ("Collection  
19 Agreements") wherein NAS would properly collect past-due assessments levied against  
20 homeowners and perform foreclosure activities on homes within Giavanna's community.

21 4. Pursuant to the Collection Agreement(s), and equitable indemnification, NAS  
22 shall indemnify and defend Giavanna at all times after the effective date of this Agreement  
23 against any liability, loss, damages, claim, settlement payment, cost and expense, interest,  
24 award, judgment, diminution in value, fine, fee, penalty, and litigation expenses arising out of  
25 any action taken by NAS pursuant to this Agreement.

26 **FIRST CLAIM FOR RELIEF**

27 **(Breach of Contract)**

28 5. Giavanna repeats and realleges each and every allegation set forth above as

1 though fully set forth herein.

2 6. That NAS entered into Collection Agreements with Giavanna, wherein NAS  
3 would properly collect past-due assessments levied against homeowners and perform  
4 foreclosure activities on homes within Giavanna's community.

5 7. That, to the extent Giavanna is found liable to any party for any claim arising  
6 out of the facts and circumstances which give rise to the underlying claims herein, NAS  
7 breached the contractual agreement by failing to perform one or more obligations thereunder  
8 when performing its collection and foreclosure activities with respect to the Subject Property.

9 8. That, to the extent Giavanna is found liable to any party for any claim arising  
10 out of the facts and circumstances which give rise to the underlying claims herein, NAS  
11 breached the express and/or implied terms and conditions of his agreement with Giavanna as  
12 hereinabove set forth.

13 9. That, to the extent Giavanna is found liable to any party for any claim arising  
14 out of the facts and circumstances which give rise to the underlying claims herein, NAS  
15 breached the terms and conditions of any individual contract determined to exist between  
16 Giavanna and NAS, whether express or implied.

17 10. It has been necessary for Giavanna to secure the services of an attorney to  
18 prosecute this action and Giavanna is therefore entitled to an award of reasonable attorney's  
19 fees and costs of suit incurred herein.

20 **SECOND CAUSE OF ACTION**

21 **(Contractual and Equitable Indemnity)**

22 11. Giavanna repeats and realleges each and every allegation set forth above as  
23 though fully set forth herein.

24 12. Giavanna is informed, believes and thereon alleges that it entered into a  
25 written, oral and/or implied collection agreement with NAS.

26 13. Giavanna is informed, believes and thereon alleges that, to the extent  
27 Giavanna is found liable to any party for any claim arising out of the facts and circumstances  
28 which give rise to the underlying claims herein, the allegations contained in the Complaint,

1 and all damages and claims alleged therein, were caused by NAS, arising out of and in  
2 connection with NAS's action regarding the collection and foreclosure process.

3 14. Giavanna contends that it is in no way legally responsible for the events  
4 giving rise to the causes of action alleged against it, or legally responsible in any other  
5 manner for the damages allegedly sustained by the alleging parties. However, if as a result of  
6 the matters alleged in the Complaint, Giavanna is held liable for all or any part of the claim or  
7 damages asserted against it, NAS has a contractual and equitable duty to indemnify  
8 Giavanna, and Giavanna is entitled to a determination of several liability.

9 15. As a direct result of the actions of NAS, it has been necessary for Giavanna to  
10 secure the services of an attorney to prosecute this action and Giavanna is therefore entitled  
11 to an award of reasonable attorney's fees and costs of suit incurred herein.

### 12 **THIRD CAUSE OF ACTION**

#### 13 **(Contribution)**

14 16. Giavanna repeats and realleges each and every allegation set forth above as  
15 though fully set forth herein.

16 17. Based upon the acts and/or omissions of NAS, if a judgment is rendered  
17 against Giavanna, Giavanna is entitled to contribution from NAS in an amount proportionate  
18 to the amount of negligence and/or fault attributable to NAS.

19 18. As a direct result of the actions of the NAS herein, it has been necessary for  
20 Giavanna to secure the services of an attorney to prosecute this action and Giavanna is  
21 therefore entitled to an award of reasonable attorney's fees and costs of suit incurred herein.

22 WHEREFORE, Giavanna prays as follows:

23 1. That this Court enter judgment against NAS for damages in an amount in  
24 which shall be proven at trial, to the extent Giavanna is found liable to any party for any  
25 claim arising out of the facts and circumstances which give rise to the underlying claims  
26 herein;

27 2. For an award of pre-judgment and post-judgment interest thereon at the  
28 contractual rate or maximum statutory rate from the date said obligation was incurred until

1 fully paid, to the extent Giavanna is found liable to any party for any claim arising out of the  
2 facts and circumstances which give rise to the underlying claims herein;

3 3. For reasonable attorney's fees and costs of suit incurred, to the extent  
4 Giavanna is found liable to any party for any claim arising out of the facts and circumstances  
5 which give rise to the underlying claims herein; and

6 4. For such other and further relief as this Court may deem just and proper.

7 DATED this day of July, 2016.

8 BOYACK ORME & TAYLOR

9 By: /s/ Edward D. Boyack  
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16 *Attorneys for Defendant Giavanna Homeowners*  
17 *Association*  
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