

1 Michael Kind, Esq. (SBN: 13903)  
 2 KAZEROUNI LAW GROUP, APC  
 3 7854 W. Sahara Avenue  
 4 Las Vegas, NV 89117  
 5 Phone: (800) 400-6808 x7  
 6 FAX: (800) 520-5523  
 7 mkind@kazlg.com

8 David H. Krieger, Esq. (SBN: 9086)  
 9 HAINES & KRIEGER, LLC  
 10 8985 S. Eastern Avenue, Suite 350  
 11 Henderson, Nevada 89123  
 12 Phone: (702) 880-5554  
 13 FAX: (702) 385-5518  
 14 dkrieger@hainesandkrieger.com

15 *Attorneys for Plaintiff*

16 **UNITED STATES DISTRICT COURT**  
 17 **DISTRICT OF NEVADA**

<p>18 Suzanne L. Walsh,          19          20 Plaintiff,          21 v.          22 Mortgage Service Center,          23 Specialized Loan Servicing, LLC          24 and Experian Information          25 Solutions, Inc.,          26          27 Defendants.</p>	<p>Case No: 2:15-cv-02353-GMN-GWF          Case No: 2:15-cv-02354-GMN-GWF    <b>STIPULATION REGARDING          CERTAIN CLAIMS AGAINST          DEFENDANT SPECIALIZED          LOAN SERVICING, LLC</b></p>
--	---

1 **STIPULATION**

2 Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, Plaintiff  
3 Suzanne L. Walsh (“Plaintiff”) and Defendant Specialized Loan Servicing, LLC  
4 (“SLS”) stipulate and agree that Plaintiff will no longer pursue Plaintiff’s claims  
5 against SLS relating to SLS’s alleged obligations in connection with the dispute  
6 sent by Plaintiff on March 18, 2015 (the “March Dispute”) and that those claims are  
7 dismissed with prejudice. FAC, ECF No. 60, ¶¶ 65-80.

8 Plaintiff and SLS stipulate and agree that they will resolve any costs or  
9 attorneys' fees issues relating to the March Dispute at the conclusion of the action.

10 Plaintiff specifically excludes from this stipulation Plaintiff’s claims against  
11 SLS relating to any dispute letter sent in July 2016 (the “July Dispute”), regardless  
12 of the date that appears on the letter sent in July. FAC, ECF No. 60, ¶ 81-97.

13 SLS specifically reserves all defenses relating to the July Dispute, including  
14 that the letters sent in July do not raise a dispute relating to SLS and SLS had no  
15 duty to conduct an investigation, as set forth in SLS's Motion to Dismiss. ECF  
16 No. 63.

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 The parties therefore agree that SLS's Motion to Dismiss the Amended  
2 Complaint, ECF No. 63, covers all remaining claims in this action.

3  
4 DATED this 27th day of October 2016.

5 **Kazerouni Law Group, APC**

6  
7 By: /s/ Michael Kind  
8 Michael Kind, Esq.  
9 7854 W. Sahara Avenue  
10 Las Vegas, NV 89117  
11 *Attorneys for Plaintiff*

12 **Ballard Spahr LLP**

13 By: /s/ Matthew A. Morr  
14 Matthew A. Morr, Esq.  
15 1225 17th Street  
16 Suite 2300  
17 Denver, CO 80202  
18 *Attorneys for Specialized Loan Servicing, LLC*

19 IT IS SO ORDERED:

20   
21 \_\_\_\_\_  
22 UNITED STATES DISTRICT JUDGE

23 DATED: October 27, 2016

1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY pursuant to Rule 5 of the Federal Rules of Civil  
3 Procedure that on October 27 2016, the foregoing STIPULATION REGARDING  
4 CERTAIN CLAIMS AGAINST DEFENDANT SPECIALIZED LOAN  
5 SERVICING, LLC was served via CM/ECF to all parties appearing in this case.

6  
7 **Kazerouni Law Group, APC**

8 By: /s/ Michael Kind  
9 Michael Kind  
10 7854 W. Sahara Avenue  
11 Las Vegas, NV 89117

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28