

1 MELANIE D. MORGAN, ESQ.
 Nevada Bar No. 8215
 2 JAMIE K.COMBS, ESQ.
 Nevada Bar No. 13088
 3 AKERMAN LLP
 1635 Village Center Circle, Suite 200
 4 Las Vegas, NV 89134
 Telephone: (702) 634-5000
 5 Facsimile: (702) 380-8572
 Email: melanie.morgan @akerman.com
 6 Email: jamie.combs@akerman.com

7 *Attorneys for Bank of America, N.A.*

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

AKERMAN LLP

1635 VILLAGE CENTER CIRCLE, SUITE 200
 LAS VEGAS, NEVADA 89134
 TEL.: (702) 634-5000 – FAX: (702) 380-8572

11 BANK OF AMERICA, N.A.;

12 Plaintiff,

13 v.

14 SOLERA AT STALLION MOUNTAIN UNIT
 OWNERS' ASSOCIATION; UNDERWOOD
 15 PARTNERS, LLC; NV EAGLES, LLC; and
 NEVADA ASSOCIATION SERVICES, INC.

16 Defendants.

Case No.: 2:16-cv-00286-GMN-GWF

**STIPULATION AND ORDER
 DISMISSING CLAIMS AGAINST
 SOLERA AT STALLION MOUNTAIN
 UNIT OWNERS' ASSOCIATION**

17 NV EAGLES, LLC,

18 Counterclaimant,

19 v.

20 BANK OF AMERICA, N.A.,

21 Counterdefendant.

22 NV EAGLES, LLC,

23 Third-Party Plaintiff,

24 v.

25 CATHERINE T. SAMOSKA, FEDERAL
 HOUSING ADMINISTRATION, an agency of
 26 the UNITED STATES DEPARTMENT OF
 HOUSING AND URBAN DEVELOPMENT,

27 Third-Party Defendant.
 28

1 Plaintiff and counter-defendant Bank of America, N.A., successor by merger to BAC Home
2 Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP (**BANA**) and defendant Solera at
3 Stallion Mountain Unit Owners' Association (**Solera**) stipulate as follows:

4 1. This matter relates to real property located at 6061 Fox Creek Avenue, Las Vegas,
5 Nevada 89122, APN 161-15-212-164 (the **property**).

6 2. BANA is the beneficiary of record of a deed of trust recorded against the property
7 with the Clark County Recorder on August 27, 2007, as Instrument No. 20070827-0003076 (the
8 **deed of trust**), executed by Catherine T. Samoska.

9 3. On May 21, 2013, Solera recorded a foreclosure deed with the Clark County
10 Recorder, as Instrument No. 201305210001959 (the **HOA foreclosure deed**), reflecting that
11 defendant Underwood Partners, LLC acquired the property at a foreclosure sale of the property held
12 on April 19, 2013 (the **HOA foreclosure sale**). On October 18, 2013, Underwood transferred its
13 interest in the property to defendant NV Eagles, LLC by grant, bargain, and sale deed recorded with
14 the Clark County Recorder as Instrument No. 201310180001176.

15 4. On February 12, 2016, BANA initiated a quiet title action related to the property in
16 the United States District Court for the District of Nevada, Case No. 2:16-cv-00286-GMN-GWF.

17 5. BANA and Solera have entered into a confidential settlement agreement in which
18 they have settled all claims between them in this case.

19 6. Among other things in the settlement agreement, Solera agrees it no longer has an
20 interest in the property for purposes of the quiet title action *vis a vis* the deed of trust. This disclaimer
21 of interest does not apply to the continuing encumbrance of Solera's declaration of covenants,
22 conditions and restrictions, any governing documents adopted thereunder, easements, servitudes, or
23 other interests on the property. Solera agrees it will take no position in this action or in any
24 subsequent action regarding whether the deed of trust survived the HOA foreclosure sale. The
25 parties agree that as between BANA and Solera, the deed of trust was not extinguished by the HOA
26 foreclosure sale.

27 7. Among other things in the agreement, BANA and Solera agree that BANA does not
28 waive its right to seek relief against the non-settling parties, including but not limited to Underwood

1 Partners, LLC, NV Eagles, LLC, and defendant Nevada Association Services, Inc. related to its
2 remaining claims in the quiet title action. BANA does not admit the deed of trust was extinguished,
3 and any consideration exchanged in exchange for the dismissal of the claims against Solera is not
4 intended to be compensation for any loss of the deed of trust, but instead compensates for fees and
5 costs BANA incurred litigating the propriety and effect of Solera' sale and related conduct.

6 8. BANA and Solera further stipulate and agree all claims between them are dismissed
7 with prejudice, with each party to bear its own attorney's fees and costs.

8 DATED: July 23, 2020.

9 **AKERMAN LLP**

LIPSON NEILSON, PC

10
11 /s/ Jamie K. Combs

/s/ David T. Ochoa

12 MELANIE D. MORGAN, ESQ.

KALEB D. ANDERSON, ESQ.

13 Nevada Bar No. 8215

Nevada Bar No. 7582

14 JAMIE K. COMBS, ESQ.

DAVID T. OCHOA, ESQ.

15 Nevada Bar No. 13088

Nevada Bar No. 10414

16 1635 Village Center Circle, Suite 200

7432 W. Sahara Avenue, Suite 101

17 Las Vegas, Nevada 89134


Las Vegas, Nevada 89117

18 *Attorneys for plaintiff and counter-defendant*
19 *Bank of America, N.A.*

Attorneys for defendant Solera at Stallion
Mountain Unit Owners' Association

20 **IT IS SO ORDERED.**

21 Dated this 27 day of July, 2020.

22
23
24 
25 _____
26 Gloria M. Navarro, District Judge
27 UNITED STATES DISTRICT COURT
28

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TEL.: (702) 634-5000 – FAX: (702) 380-8572