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11 **UNITED STATES DISTRICT COURT**
 12 **DISTRICT OF NEVADA**

13 BANK OF AMERICA, N.A.

Case No.: 2:16-cv-01600

14 Plaintiff,

**STIPULATION AND ORDER FOR
 LEAVE OF COURT FOR PARTIES TO
 AMEND COMPLAINT AND
 COUNTERCLAIMS**

15 vs.

16 CASCADE RESEARCH PARTNERS, LLC, a
 17 Nevada limited liability company; VIEW OF
 18 BLACK MOUNTAIN HOMEOWNERS
 19 ASSOCIATION, a Nevada non-profit company;
 20 RED ROCK FINANCIAL SERVICES, LLC, a
 21 Delaware limited liability company; and DOES
 22 I through X, and ROE CORPORATIONS I
 23 through X, inclusive,

24 Defendants.

25 Pursuant to Rule 15 of the Federal Rules of Civil Procedure and Local Rule 15-1
 26 Plaintiff, Bank of America, N.A. (“BANA”), through its counsel of record, Edgar C. Smith, Esq.
 27 and Aaron D. Lancaster, Esq., Cascade Research Partners, LLC (“Cascade”), through its counsel
 28 of record, Michael N. Beede, Esq., View of Black Mountain Homeowners Association (“HOA”),
 through its counsel of record Amber M. Williams, Esq., and Red Rock Financial Services, LLC,
 through its counsel of record David R. Koch, Esq. and Steven B. Scow, Esq. submit this
 Stipulation and Order for Leave of Court for parties to file amended pleadings, including the
 Plaintiff filing an Amended Complaint to reassert claims against the HOA related to the

1 completion of the NRED Mediation. A copy of the Plaintiff's proposed amended pleading is
2 attached as Exhibit 1.

3 **A. INTRODUCTION**

4 On February 28, 2017, the Court entered Order [ECF No. 48] pursuant to HOA's Motion
5 to Dismiss [ECF No. 17]. Specifically, the Order granted the HOA's Motion to Dismiss
6 regarding the following causes of action: (1) injunctive relief; (2) wrongful foreclosure; (3)
7 negligence; (4) negligence per se; (5) breach of contract; (6) misrepresentation; and (7) tortious
8 interference with contract. All of the above causes of action, except injunctive relief, were
9 dismissed based NRS 38.310, and that these claims must first be submitted to mediation before
10 proceeding with a civil action.

11 At the time the First Amended Complaint was filed on August 2, 2016 [ECF No. 7], and
12 at the time all of the briefing had been completed regarding the HOA's Motion to Dismiss [ECF
13 No. 17] the NRED Mediation had not been completed. Since the briefing relating to the HOA's
14 Motion to Dismiss was before the Court the parties have participated in an NRED Mediation.
15 The NRED Mediation was completed on January 4, 2017. The mediation was unsuccessful as
16 no agreement was reached at the mediation. BANA therefore requests leave to amend to reassert
17 causes of action against the HOA based on the completion of the NRED Mediation.

18 **B. STANDARD FOR LEAVE TO AMEND**

19 FRCP 15 permits a party to amend its pleading by leave of court and states that "the court
20 should freely give leave when justice so requires." FRCP 15(a)(2). The Ninth Circuit has
21 approved of amendment in similar situations, stating that "a court must be guided by the
22 underlying purpose of Rule 15 to facilitate decision on the merits, rather than on the pleadings or
23 technicalities." *United States v. Webb*, 655 F.2d 977, 979 (9th Cir.1981); *Lopez v. Smith*, 203
24 F.3d 1122, 1127 (9th Cir.2000). Although district courts have discretion regarding whether to
25 grant leave to amend, such leave should be granted with "extreme liberty." *Morongo Band of*
26 *Mission Indians v. Rose*, 893 F.2d 1074, 1079 (9th Cir.1990).
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ORDER

IT IS SO ORDERED.

Dated this 24th day of July, 2017.



UNITED STATES MAGISTRATE JUDGE

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