

1 WRIGHT, FINLAY & ZAK, LLP  
 Dana Jonathon Nitz, Esq.  
 2 Nevada Bar No. 0050  
 Christina V. Miller, Esq.  
 3 Nevada Bar No. 12448  
 7785 W. Sahara Ave., Suite 200  
 4 Las Vegas, NV 89117  
 (702) 475-7964; Fax: (702) 946-1345  
 5 [dnitz@wrightlegal.net](mailto:dnitz@wrightlegal.net)  
 6 [cmiller@wrightlegal.net](mailto:cmiller@wrightlegal.net)  
 7 *Attorneys for Plaintiff Federal National Mortgage Association*

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

10 FEDERAL NATIONAL MORTGAGE  
 ASSOCIATION,

11 Plaintiff,

12 vs.

14 JAYEM FAMILY L.P.; and SUN CITY  
 ANTHEM COMMUNITY ASSOCIATION,  
 15 INC.,

16 Defendants.

Case No.: 2:17-cv-01800-JAD-GWF

**STIPULATION AND ORDER**

ECF No. 22

17 Plaintiff FEDERAL NATIONAL MORTGAGE ASSOCIATION (“Fannie Mae”),  
 18 Defendant JAYEM FAMILY, LP (“Jayem”) and Defendant SUN CITY ANTHEM  
 19 COMMUNITY ASSOCIATION, INC. (the “HOA”) (collectively hereinafter referred to as the  
 20 “Parties”), by and through their respective counsel of record, hereby stipulate and agree as  
 21 follows.

22 1. The above-captioned action concerns title to real property commonly known as  
 23 2921 Hayden Creek Terrace, Henderson, Nevada 89052 - APN 191-13-213-005 – (the  
 24 “Property”) and further legally described as stated in that Deed of Trust recorded on May 5, 2006  
 25 as Instrument number 20060505-0004357 in the Office of the Clark County Recorder (the “Deed  
 26 of Trust”).

27 2. Fannie Mae and Jayem have entered into a separate Settlement Agreement and  
 28 Release (the “Agreement”) as a matter of compromise to adjudicate their respective interest in

1 and/or to the Property.

2 3. Pursuant to the Agreement, it is hereby stipulated and agreed Jayem is the owner  
3 of the Property by way of a homeowners association foreclosure sale occurring on or about  
4 September 11, 2014 as reflected in that Foreclosure Deed recorded on September 15, 2014 as  
5 Instrument number 20140915-0001335 in the Office of the Clark County Recorder (the "HOA  
6 Sale").

7 4. Pursuant to the Agreement, it is hereby stipulated and agreed that Fannie Mae is  
8 the owner and record beneficiary of the Deed of Trust, and that Fannie Mae has received sums to  
9 release or reconvey the Deed of Trust.

10 5. Pursuant to the Agreement, it is hereby stipulated and agreed that Jayem owns the  
11 Property free and clear of the Deed of Trust.

12 6. Pursuant to the Agreement, it is hereby stipulated and agreed that Jayem will  
13 receive the surplus funds or excess proceeds from the HOA Sale in the amount of \$94,713.85,  
14 currently held by Red Rock Financial Services, and that Red Rock Financial Services is hereby  
15 ordered to immediately pay the surplus funds or excess proceeds to Jayem.

16 7. In light of the foregoing, Fannie Mae hereby dismisses its remaining claims  
17 against the HOA, without prejudice.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 8. Pursuant to the Agreement and dismissal of remaining claims against the HOA,  
2 the Parties hereby submit this Stipulation and Order for the Court to adopt as a final order,  
3 judgment and decree of the above-captioned action, with each party to bear their own attorney's  
4 fees and costs as to each other.

5 **IT IS SO STIPULATED AND AGREED**

6 DATED this 23<sup>rd</sup> day of July, 2018.

DATED this 23<sup>rd</sup> day of July, 2018.

7 WRIGHT, FINLAY & ZAK, LLP

TAKOS LAW GROUP, LTD.

8 /s/ Christina V. Miller

/s/ Zachary P. Takos

9 Christina V. Miller  
10 Nevada Bar No. 12448  
11 7785 W. Sahara Ave., Suite 200  
12 Las Vegas, Nevada 89117  
13 *Attorney for Plaintiff*  
14 *Federal National Mortgage Association*

Zachary P. Takos  
Nevada Bar No. 11293  
1980 Festival Plaza Dr., Suite 300  
Las Vegas, Nevada 89135  
*Attorney for Defendant*  
*Jayem Family, LP*

12 DATED this 23<sup>rd</sup> day of July, 2018.

13 THE CLARKSON LAW GROUP, P.C.

14 /s/ Matthew McAlonis

15 Matthew McAlonis, Esq.  
16 Nevada Bar No. 11203  
17 2300 W. Sahara Ave., Suite 950  
18 Las Vegas, Nevada 89102  
19 *Attorney for Defendant Sun City Anthem*  
20 *Community Association, Inc.*

18 **ORDER**

19 Based on the parties' stipulation [ECF No. 22] and good cause appearing, IT IS HEREBY  
20 ORDERED that THIS ACTION IS DISMISSED with prejudice, each party to bear its own fees  
21 and costs. The **Clerk of Court** is directed to **CLOSE THIS CASE**.

22   
23 \_\_\_\_\_  
24 U.S. District Judge Jennifer A. Dorsey  
25 Dated: July 23, 2018  
26  
27  
28