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12 **UNITED STATES DISTRICT COURT**
 13 **FOR THE DISTRICT OF NEVADA**

14 CARRINGTON MORTGAGE SERVICES,
 15 LLC, a California corporation,

16 Plaintiff,

17 vs.

18 DEVONRIDGE HOMEOWNERS
 19 ASSOCIATION, INC., a Nevada corporation;
 20 SFR INVESTMENTS POOL 1, LLC, a Nevada
 21 limited liability company,

22 Defendants.

Case No.: 2:17-cv-01837-RFB-VCF

**STIPULATION AND ORDER TO
 DISMISS DEFENDANT DEVONRIDGE
 HOMEOWNERS ASSOCIATION, INC.**

23 Pursuant to Federal Rule of Civil Procedure 41(a), Plaintiff CARRINGTON
 24 MORTGAGE SERVICES, LLC (hereinafter "CARRINGTON") and Defendant DEVONRIDGE
 25 HOMEOWNERS ASSOCIATION (hereinafter "DEVONRIDGE"), (collectively, the "Parties"),
 26 by and through their respective counsel of record, hereby stipulate as follows:

27 1. On July 5, 2017, Plaintiff CARRINGTON filed its Complaint in this action naming
 28 DEVONRIDGE and other parties as defendants related to a homeowners association foreclosure
 sale of real property located at 813 Pirates Cave Court, North Las Vegas, Nevada, 89032; APN
 139-09-521-039 (hereinafter "Property").

2. The Parties hereby agree that CARRINGTON's claims against DEVONRIDGE shall be
 dismissed with prejudice, and CARRINGTON and DEVONRIDGE shall each bear its own costs
 and fees related to this litigation.

1 3. The Parties further agree that DEVONRIDGE does not take a position regarding whether
2 the August 23, 2013, lien foreclosure sale extinguished CARRINGTON's interest in the deed of
3 trust.

4 4. DEVONRIDGE asserts that it does not have a current interest in title to the Property.

5 5. This dismissal does not affect any rights, claims or defenses of CARRINGTON or
6 DEVONRIDGE with respect to any other party related to the foreclosure sale of the Property.

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1 **IT IS SO STIPULATED.**

2 DATED: May 7th, 2018.

DATED: May 7th, 2018.

3 **ZIEVE, BRODNAX & STEELE, LLP**

BOYACK ORME & ANTHONY

4
5 /s/ J. Stephen Dolembro

/s/Christopher B. Antony, Esq.

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Plaintiff,
Devonridge Homeowners Association,
Inc.*

12 **ORDER**

13 Based on the foregoing stipulation, and good cause appearing,

14 **IT IS ORDERED** that Defendant Devonridge Homeowners Association, Inc. is hereby
15 dismissed from this case with prejudice.

16 **IT IS FURTHER ORDERED** that Defendant Devonridge Homeowners Association,
17 Inc. has no present interest in title to the Property.

18 **IT IS FURTHER ORDERED** that each party shall bear its own attorneys' fees and
19 costs.

20 **IT IS FURTHER ORDERED** that this dismissal does not affect any rights, claims or
21 defenses of Carrington Mortgage Services, LLC or Devonridge Homeowners Association, Inc.
22 with respect to any other party related to the foreclosure sale of the Property.

23 **IT IS SO ORDERED.**

24 DATED this 8th day of ___ May, ___ 2018.

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27 RICHARD F. BOULWARE, II
28 United States District Court

