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11 *Attorneys for Plaintiff, Wilmington Trust, National Association, not in its Individual Capacity*  
12 *but as Trustee of ARLP Securitization Trust, Series 2014-1*

13 **UNITED STATES DISTRICT COURT**  
14 **DISTRICT OF NEVADA**

15 WILMINGTON TRUST, NATIONAL  
16 ASSOCIATION, NOT IN ITS INDIVIDUAL  
17 CAPACITY BUT AS TRUSTEE OF ARLP  
18 SECURITIZATION TRUST, SERIES 2014-1,

19 Plaintiff,

20 vs.

21 SUMMERHILLS OWNERS' ASSOCIATION,  
22 a Nevada non-profit corporation; NEVADA  
23 ASSOCIATION SERVICES, INC.,

24 Defendants.

Case No.: 2:17-cv-02440-JAD-CWH

**STIPULATION AND ORDER TO  
DISMISS DEFENDANT  
SUMMERHILLS OWNERS'  
ASSOCIATION WITHOUT  
PREJUDICE**

ECF No. 14

25 Plaintiff, Wilmington Trust, National Association, not in its Individual Capacity but as  
26 Trustee of ARLP Securitization Trust, Series 2014-1 (hereinafter "Wilmington Trust"), and  
27 Defendant, Summerhills Owners' Association (hereinafter the "HOA"), by and through their  
28 respective counsel of record, hereby stipulate and agree as follows:

WHEREAS Wilmington Trust filed its Complaint on September 18, 2017, alleging  
causes of action against the HOA in connection with the HOA Sale and the Property [ECF No.  
1];

WHEREAS the HOA filed its Answer to Complaint on December 21, 2017 [ECF No.  
6];

1 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED that the HOA  
2 shall be dismissed **without prejudice**;

3 IT IS FURTHER STIPULATED AND AGREED that nothing in this stipulation and  
4 order should be construed as intended to benefit any other party not identified as the parties  
5 hereto;

6 IT IS FURTHER STIPULATED AND AGREED that nothing in this stipulation and  
7 order is intended to be, or will be, construed as an admission of the claims or defenses of the  
8 parties;

9 IT IS FURTHER STIPULATED AND AGREED that each side will bear its own  
10 attorney's fees and costs through the date of entry of the Court's Order granting this Stipulation.

11 IT IS SO STIPULATED AND AGREED.

12 DATED this 28<sup>th</sup> day of May, 2019.

DATED the 28<sup>th</sup> day of May, 2019.

13 WRIGHT, FINLAY & ZAK, LLP

BOYACK ORME & ANTHONY

14 /s/ Paterno C. Jurani, Esq.

/s/ Michael VanLuven, Esq.

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*Attorneys for Defendant, Summerhills Owners'*

22 *National Association, not in its*

23 *Individual Capacity but as Trustee of*

24 *ARLP Securitization Trust, Series 2014-1*

### 25 **ORDER**

26 Based on the parties' stipulation [ECF No. 14] and good cause appearing, IT IS  
27 HEREBY ORDERED that **the claims against the Summerhills Owners' Association ARE**  
28 **DISMISSED with prejudice**, each side to bear its own fees and costs. This dismissal leaves  
only claims against non-appearing defendant Nevada Association Services (NAS). **Plaintiff**  
**has until June 18, 2019, to either (1) dismiss its claims against NAS or (2) obtain a clerk's**  
**default and file a motion for default judgment** against NAS, or the claims against NAS will  
be deemed abandoned and dismissed, and this case will be closed without further notice.

U.S. District Judge Jennifer A. Dorsey

Dated: May 28, 2019