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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

* * *

ALPINE VISTA II HOMEOWNERS
ASSOCIATION, a Nevada Non-Profit
Cooperative Corporation,

Plaintiff,

v.

XIU Y. PAN; *et al.*,

Defendants.

Case No. 3:15-cv-00549-MMD-WGC

ORDER

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Counterclaimant,

v.

ALPINE VISTA II HOMEOWNERS
ASSOCIATION; and KYLE KRCH,

Counter-Defendants.

KYLE KRCH,

Cross-Claimant,

v.

ALPINE VISTA II HOMEOWNERS
ASSOCIATION,

Cross-Defendant.

Per this Court’s directive, Plaintiff/Cross-Defendant Alpine Vista II Homeowners Association (“Alpine Vista”) and Counter-Defendant/Cross-Claimant Kyle Krch (“Krch”) have filed supplemental briefing regarding whether Krch’s cross-claim for equitable

1 indemnity should be dismissed as unripe. (ECF No. 73 at 7; ECF Nos. 73, 74.) In its last
2 order (ECF No. 73), the Court noted it was inclined to dismiss the crossclaim because
3 while its finding that Fannie Mae’s Deed of Trust (“DOT”) continued to encumber Property
4 that Krch purchased amounts to a harm to Krch, “there is not yet any ‘liability’ stemming
5 from Fannie Mae’s counterclaims against Krch to support Krch’s crossclaim.” (ECF No.
6 73 at 6.) Notably, Krch seeks complete equitable indemnity from Alpine Vista “*if any liability*
7 *is assessed against [him] for any of the acts, omissions, and transactions alleged in the*
8 *[Fannie Mae’s] counterclaim.*” (ECF No. 39 at 3) (emphasis added). Furthermore, Fannie
9 Mae has thus far only “sought a determination that Krch’s interest in the Property is subject
10 to Fannie Mae’s DOT.” (ECF No. 73 at 6.)

11 In response to the Court’s order for supplemental briefing, Alpine Vista argues that
12 Krch’s claim should indeed be dismissed as unripe. (ECF No. 74.) Krch, albeit
13 acknowledging the absence of authority to support his position, argues to the contrary,
14 contending that dismissal would offend “principles of equity and good conscience.” (ECF
15 No. 75 at 4–5.)¹ The Court finds that the authority the parties provide supports the
16 conclusion that the crossclaim should be dismissed as unripe. *See, e.g., Saylor v. Arcotta*,
17 225 P.3d 1276, 1279 (Nev. 2010) (finding that statute of limitations had not began to run
18 on an equitable indemnity claim where the potential indemnitee had “not suffered any
19 actual loss”); *Rodriguez v. Primadonna Co., LLC*, 216 P.3d 793, 801–03 (Nev. 2009)
20 (finding no entitlement to indemnification because the potential indemnitor’s liability has
21 not been established); *Aetna Cas. and Sur. Co. v. Aztec Plumbing Corp.*, 796 P.2d 227,
22 229 (Nev. 1990) (citation omitted) (“A cause of action for indemnity . . . accrues when
23 payment has been made.”); *Hillcrest Investments, Ltd. v. Robison*, 2016 WL 1610604, at
24 *3 (D. Nev. 2016) (quoting *Aetna Cas. and Sur. Co.* as cited); *see also*
25 *Protectmarriage.com-Yes on B v. Bowen*, 752 F.3d 827, 838 (9th Cir. 2014) (“The ripeness
26

27 ¹Krch also asks the Court hold that “the decree quieting title is the ‘liability’ or the
28 ‘payment’ that triggers the equitable obligation to indemnify.” (ECF No. 75 at 5.) Krch
provides no authority upon which the Court can base such a holding—and the Court finds
none. Accordingly, the Court declines to make that ruling.

1 doctrine seeks to identify those matters that are premature for judicial review because the
2 injury at issue is speculative, or may never occur.”).

3 It is therefore ordered that Krch’s crossclaim for equitable indemnity asserted
4 against Alpine Vista’s is dismissed without prejudice as unripe and thus for lack of subject
5 matter jurisdiction.

6 It is further ordered that the Clerk of Court enter judgment in accordance with this
7 order and the Court’s order granting Fannie Mae’s motion for summary judgment (ECF
8 No. 73) and close this case.

9 DATED THIS 7th day of March 2019.



MIRANDA M. DU
UNITED STATES DISTRICT JUDGE

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