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9 *Attorneys for Plaintiff, Bank of New York Mellon, F/K/A Bank Of New York, As Trustee, On
 10 Behalf Of The Registered Holders Of Alternative Loan Trust 2007-OA7, Mortgage Pass-Through
 11 Certificates Series 2007-OA7*

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

14 BANK OF NEW YORK MELLON F/K/A
 15 THE BANK OF NEW YORK, AS
 16 TRUSTEE, ON BEHALF OF THE
 17 REGISTERED HOLDERS OF
 18 ALTERNATIVE LOAN TRUST 2007-OA7,
 19 MORTGAGE PASS-THROUGH
 20 CERTIFICATES SERIES 2007-OA7,

Case No.: 3:16-CV-00097-MMD-WGC

**STIPULATION AND ORDER TO
 DISMISS PURSUANT TO SETTLEMENT**

Claimant,

vs.

THUNDER PROPERTIES, INC., A Nevada
 corporation; SUNRISE VILLAS
 CONDOMINIUM HOMEOWNERS
 ASSOCIATION, a Nevada non-profit
 corporation; E. ALAN TIRAS, ESQ., an
 individual and E. ALAN TIRAS, P.C., a
 Nevada Professional Corporation,

Respondent.

COME NOW, Plaintiff, BANK OF NEW YORK MELLON F/K/A THE BANK OF
 NEW YORK, AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF
 ALTERNATIVE LOAN TRUST 2007-OA7, MORTGAGE PASS-THROUGH
 CERTIFICATES SERIES 2007-OA7 (“BoNYM”), Defendants, THUNDER PROPERTIES,
 INC. (“Thunder”), SUNRISE VILLAS CONDOMINIUM HOMEOWNERS ASSOCIATION
 (“Sunrise”), E. ALAN TIRAS, ESQ. and E. ALAN TIRAS, P.C. (“Tiras”), (collectively, the

1 “Parties”), by and through their undersigned attorneys hereby stipulate and agree as follows:

2 WHEREAS:

3 1. The real property which is the subject of this suit is commonly known as a
4 residence commonly known as 1001 Baywood Drive, Unit A, Sparks, Nevada 89434, APN 036-
5 372-23 hereinafter, the “Property”) and is part of the Sunrise Villas Condominium Homeowners
6 Association;

7 2. On February 24, 2016, BoNYM filed a Complaint for Quiet Title and other
8 claims against Thunder, Sunrise and Tiras;

9 3. On August 26, 2019, this Court entered an Order granting BoNYM’s Motion for
10 Summary Judgment [ECF #82] and a corresponding Final Judgment [ECF #83].

11 4. On February 15, 2017, BoNYM and Tiras stipulated to dismissal of the Tiras
12 Defendants without prejudice, and thereupon an Order approving the Stipulation was entered
13 February 16, 2017.

14 5. The Parties have now come to a resolution regarding their respective claims and
15 interests in the Property;

16 6. The Parties have executed a settlement agreement, the terms of which are
17 confidential, but under which BoNYM agrees to relinquish its right, title and interest in the
18 Property for agreed-upon consideration;

19 7. Nothing in this Stipulation should be construed as intended to benefit any party
20 other than BoNYM, Thunder, Sunrise and Tiras, and in particular, shall not constitute a waiver
21 or relinquishment of any claims by BoNYM against the borrower, Danielle Moore
22 (“Borrower”); and

23 8. Each Party shall bear its own fees and costs incurred in this litigation and
24 settlement.

25 **NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED** that
26 BoNYM’s First Amended Complaint against Thunder, Sunrise and Tiras is hereby dismissed in
27 its entirety *with prejudice*.

28 **IT IS FURTHER STIPULATED AND AGREED** that nothing in this Stipulation and

1 Order is intended to be, or will be, construed as an admission of the claims or defenses of the
2 Parties.

3 **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order is in
4 no way intended to impair the rights of BoNYM (or any of its authorized servicers, agents,
5 investors, affiliates, predecessors, successors, and assigns) to pursue any and all remedies
6 against Borrower, as defined in the Note, that BoNYM (or any of its authorized servicers,
7 agents, investors, affiliates, predecessors, successors, and assigns) may have relating to the
8 Note, including the right to sue Borrower for any deficiency.

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1 **IT IS FURTHER STIPULATED AND AGREED** that each Party shall bear its own
2 attorney's fees and costs incurred in this litigation and settlement.

3 **IT IS SO STIPULATED.**

4
5 Dated this 11th day of December, 2019.

Dated this 11th day of December, 2019.

6 WRIGHT, FINLAY & ZAK, LLP

ROGER P. CROTEAU &
ASSOCIATES, LTD.

7 /s/ Dana Jonathon Nitz

8 /s/ Timothy E. Rhoda

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13 *Bank of New York Mellon*

14 */s/ Timothy E. Rhoda*
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21 *Attorney for Defendant*
22 *Thunder Properties, Inc.*

15 LIPSON NEILSON, P.C.

LAXALT & NOMURA, LTD

16 /s/ David T. Ochoa

17 /s/ Holly S. Parker

18 */s/ David T. Ochoa*
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29 */s/ Holly S. Parker*
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37 *hparker@laxalt-nomura.com*
38 *Attorney for Defendants*
39 *E. Alan Tiras Esq. and E. Alan Tiras P.C.*

40 **IT IS SO ORDERED.**

41 By:  _____

42 Judge, U.S. District Court

43 Dated this 11th day of December, 2019.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of WRIGHT, FINLAY & ZAK, LLP; that electronic service of the foregoing **STIPULATION AND ORDER TO DISMISS PURSUANT TO SETTLEMENT** was made this 11th day of December, 2019 to all parties and counsel as identified on the Court-generated Notice of Electronic Filing.

/s/ Lisa Cox
An Employee of WRIGHT, FINLAY & ZAK, LLP