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 8 *Nationstar Mortgage LLC*

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

11 NATIONSTAR MORTGAGE LLC,
 12 Plaintiff,

13 vs.

14 RAVENSTAR INVESTMENTS, LLC;
 15 NICHOLAS HEATHMAN; HIGHLAND
 RANCH HOMEOWNERS ASSOCIATION; and
 16 GAYLE A. KERN & ASSOCIATES, LTD.,
 d/b/a KERN & ASSOCIATES, LTD.,

17 Defendants.

Case No.: 3:16-cv-00638-MMD-WGC

**STIPULATION TO DISMISS
 NATIONSTAR MORTGAGE LLC'S
 CLAIMS AGAINST HIGHLAND RANCH
 HOMEOWNERS ASSOCIATION**

18 RAVENSTAR INVESTMENTS, LLC and
 19 NICHOLAS HEATHMAN,

Counterclaimants,

20 vs.

21 NATIONSTAR MORTGAGE LLC,

22 Counterdefendant.

23 RAVENSTAR INVESTMENTS, LLC,

24 Crossclaimant,

25 vs.

26 HIGHLAND RANCH HOMEOWNERS
 27 ASSOCIATION,

28 Cross-defendant.

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1 Plaintiff and counter-defendant Nationstar Mortgage LLC and defendant and cross-defendant
2 Highland Ranch Homeowners Association stipulates as follows:

3 1. The matter relates to real property located at 6453 Caddo Court, Sun Valley, Nevada
4 89433, APN No. 508-301-11 (the **property**).

5 2. Nationstar is the beneficiary of record of a deed of trust encumbering the property
6 recorded with the Washoe County Recorder on April 30, 2004, as Document No. 3031311.

7 3. On April 16, 2013, Highland Ranch recorded a deed in foreclosure of assessment lien
8 with the Washoe County Recorder, as Document No. 4226799, reflecting Highland Ranch purchased
9 the property at a foreclosure sale held on or about April 10, 2013 (the **foreclosure deed**).

10 4. Nationstar and Highland Ranch have entered into a confidential settlement agreement
11 in which they have settled all claims between them in this case.

12 5. Highland Ranch also agrees that Nationstar does not waive its right to seek relief
13 against the non-settling parties, including but not limited to defendant and counterclaimant
14 Ravenstar Investments, LLC, related to its remaining claims in this action. Nationstar does not
15 admit the deed of trust was extinguished, and any consideration exchanged for the dismissal of the
16 claims against Highland Ranch is not intended to be compensation for any loss of the deed of trust,
17 but instead compensates Nationstar for fees incurred in litigating the propriety and effect of
18 Highland Ranch's foreclosure sale and related conduct.

19 6. Nationstar and Highland Ranch further stipulate and agree that all claims in this
20 matter asserted by Nationstar against Highland Ranch are dismissed with prejudice, each party to
21 bear its own attorneys' fees and costs.

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