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10 Attorneys for Plaintiff U.S. Bank National Association, as Legal Title Trustee for PROF-2013-S3 Legal Title Trust IV

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

13 U.S. BANK NATIONAL ASSOCIATION, AS  
 14 LEGAL TITLE TRUSTEE FOR PROF-2013-S3  
 15 LEGAL TITLE TRUST IV, a national bank,

Case No.: 3:17-cv-00122-MMD-CBC

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

16 Plaintiff,

17 vs.

18 ALESSI & KOENIG, LLC., a Nevada limited  
 19 liability company; HIGHLAND RANCH  
 20 HOMEOWNERS ASSOCIATION, a Nevada  
 21 corporation; THUNDER PROPERTIES, INC.,  
 22 a Nevada corporation; DAYTON P. ROSS, an  
 23 individual; DOES 1 through 10, inclusive, and  
 24 ROES 1 through 10, inclusive,

25 Defendants.

26 Plaintiff, U.S. Bank National Association, as Legal Title Trustee for PROF-2013-S3  
 27 Legal Title Trust IV (“Plaintiff” or “U.S. Bank”), Defendant, Thunder Properties, Inc.  
 28 (“Thunder”), and Defendant, Highland Ranch Homeowners Association (“Highland Ranch”)  
 (collectively, the “Parties”), by and through their respective attorneys of record, hereby  
 stipulate and agree as follows:

**WHEREAS:**

1. The real property which is the subject of this suit is commonly known as 6385  
 Mono Court, Sun Valley, Nevada 89433; APN: 508-211-15 (“Property”) and is part of the

Stipulation and Order to Dismiss Pursuant to Settlement; Case No. 3:17-cv-00122-MMD-VPC

1 Highland Ranch Homeowners Association;

2           2.       Borrower, Dayton P. Ross (“Borrower”), executed a Note to finance purchase of  
3 the Property, the repayment of which was secured by a Deed of Trust recorded against the  
4 Property as Document Number 3729254 in the official records of the Washoe County  
5 Recorder’s Office;

6           3.       U.S. Bank is the current beneficiary of record of the Deed of Trust;

7           4.       On December 28, 2012, a Notice of Delinquent Assessment Lien was recorded  
8 against the Property by Alessi & Koenig, LLC (“A&K”) on behalf of Highland Ranch;

9           5.       On June 5, 2013, a Notice of Default and Election to Sell Under Homeowners  
10 Association Lien was recorded against the Property by A&K on behalf of Highland Ranch;

11          6.       On November 18, 2013, a Notice of Trustee’s Sale was recorded against the  
12 Property by A&K on behalf of Highland Ranch;

13          7.       A&K sold the Property on behalf of Highland Ranch on December 19, 2013  
14 (“HOA Sale”) to LVDG LLC Series 172 (“LVDG”), shown by the Trustee’s Deed Upon Sale  
15 recorded as Document Number 4314196 in the official records of the Washoe County  
16 Recorder;

17          8.       On July 22, 2015, a Grant Deed was recorded as Document Number 4494580 in  
18 the official records of the Washoe County Recorder, wherein the Property was transferred to  
19 Thunder;

20          9.       On February 24, 2017, U.S. Bank filed a Complaint for Quiet Title against  
21 Thunder, Highland Ranch, A&K, and Borrower;

22          10.       On May 5, 2017, Thunder filed its Answer to the Complaint;

23          11.       On May 9, 2017, Highland Ranch filed its Answer to the Complaint;

24          12.       U.S. Bank, Thunder, and Highland Ranch have now come to a resolution  
25 regarding their respective claims and interests in the Property;

26          13.       U.S. Bank, Thunder, and Highland Ranch have executed, or will execute, a  
27 settlement agreement, the terms of which are confidential, but under which U.S. Bank agrees to  
28 relinquish its right, title and interest in the Property for agreed-upon consideration;

Stipulation and Order to Dismiss Pursuant to Settlement; Case No. 3:17-cv-00122-MMD-VPC

1           14.     Nothing in this Stipulation should be construed as intended to benefit any party  
2 other than U.S. Bank, Thunder, and Highland Ranch, and in particular, shall not constitute a  
3 waiver or relinquishment of any claims by U.S. Bank against the Borrower under the Note; and

4           15.     Each Party shall bear its own fees and costs incurred in this litigation and  
5 settlement.

6           **NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED** that U.S.  
7 Bank's Complaint against Thunder and Highland Ranch is hereby dismissed in its entirety **with**  
8 **prejudice**.

9           **IT IS FURTHER STIPULATED AND AGREED** that nothing in this Stipulation and  
10 Order is intended to be, or will be, construed as an admission of the validity of the claims or  
11 defenses of any Party.

12           **IT IS FURTHER STIPULATED AND AGREED** that this Stipulation and Order is  
13 in no way intended to impair the rights of U.S. Bank (or any of its authorized servicers, agents,  
14 investors, affiliates, predecessors, successors, and assigns) to pursue any and all legal remedies  
15 against Borrower that U.S. Bank (or any of its authorized servicers, agents, investors, affiliates,  
16 predecessors, successors, and assigns) may have relating to the Note, including the right to sue  
17 Borrower for any deficiency.

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

3           **IT IS SO STIPULATED.**

4 DATED this 30<sup>th</sup> day of August, 2019.

DATED this 30<sup>th</sup> day of August, 2019.

5 **WRIGHT, FINLAY & ZAK, LLP**

**ROGER P. CROTEAU & ASSOCIATES,  
LTD.**

6  
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16 2013-S3 Legal Title Trust IV

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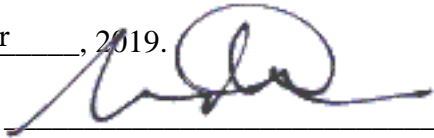
14 DATED this 30<sup>th</sup> day of August, 2019.

15  
16 **LEACH KERN GRUCHOW ANDERSON  
SONG**

17  
18 /s/ Karen M. Ayarbe, Esq.  
19 Gayle A. Kern, Esq.  
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21 Karen M. Ayarbe, Esq.  
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23 5421 Kietzke Lane, Suite 200  
24 Reno, Nevada 89511  
25 Attorneys for Defendant, Highland Ranch  
26 Homeowners Association

27           **IT IS SO ORDERED.**

28           Dated this 3rd day of September, 2019.



UNITED STATES DISTRICT COURT JUDGE