

Ex. 1

EXHIBIT 1

Ex. 1

CIVIL COVER SHEET

A - 13 - 684715 - C

Clark County, Nevada

XVII

Case No. _____

(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone):

Ignacio Gutierrez

Attorney (name/address/phone):

Law Offices of P. Sterling Kerr

2450 St. Rose Parkway #120

Henderson, NV 89074

Defendant(s) (name/address/phone): SFR INVESTMENTS POOL 1, LLC

Attorney (name/address/phone):

Howard C. Kim, Esq.

400 N. Stephanie St, Suite 160

Henderson, NV 89014

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate)☐ **Arbitration Requested****Civil Cases**

Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input checked="" type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input checked="" type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- ☐ NRS Chapters 78-88
☐ Commodities (NRS 90)
☐ Securities (NRS 90)

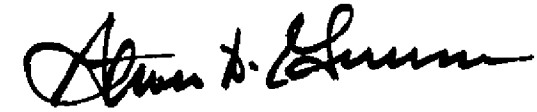
- ☐ Investments (NRS 104 Art. 8)
☐ Deceptive Trade Practices (NRS 598)
☐ Trademarks (NRS 600A)

- ☐ Enhanced Case Mgmt/Business
☐ Other Business Court Matters

7/8/13

Date

Signature of initiating party or representative



CLERK OF THE COURT

P. STERLING KERR, ESQ.
Nevada Bar No. 003978
LAW OFFICES OF P. STERLING KERR
2450 St. Rose Parkway, Suite 120
Henderson, Nevada 89074
Telephone No. (702) 451-2055
Facsimile No. (702) 451-2077
Email: psklaw@aol.com
Attorneys for Plaintiff

DISTRICT COURT
CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC;
NEVADA ASSOCIATION SERVCIES INC.,
HORIZON HEIGHTS HOMEOWNERS,
ASSOCIATION, KB HOME MORTGAGE
COMPANY a foreign corporation, DOE
Individuals I through X; ROE Corporations
and Organizations I through X;

Defendant

Case No.: A - 13 - 684715 - C
Dept: XVII

EXEMPT FROM ARBITRATION
(Title to Real Property)

COMPLAINT

COMES NOW, Plaintiff, IGNACIO GUTIERREZ, an individual, by and through his attorney, the LAW OFFICES OF P. STERLING KERR, and complains and alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff, IGNACIO GUTIERREZ, an individual, (hereinafter "GUTIERREZ"), at all times relevant herein, is a resident of the County of Clark, State of Nevada, and did own certain real property, the subject of this litigation, known as 668 Moonlight Stroll Street, Henderson, NV 89002 (hereinafter the "subject property"), and is more particularly described as follows:

LAW OFFICES OF P. STERLING KERR
ATTORNEYS AT LAW
2450 St. Rose Parkway, Suite 120, Henderson, Nevada 89074
Telephone: (702) 451-2055 Facsimile: (702) 451-2077

1 HORIZON HGTS PHASE 2 PLAT BOOK 119 PAGE 62 LOT 166 CLARK
2 COUNTY.

3 APN 179-31-714-046

4 2. Defendant, SFR INVESTMENTS POOL, 1, LLC, (hereafter "SFR" is and, at
5 all times relevant herein, was licensed to do business in the State of Nevada and was
6 engaged in business in such State.

7 3. Defendant, NEVADA ASSOCIATION SERVICES, INC., a Nevada
8 Corporation (hereinafter "NAS"), is and, at all times relevant herein, was licensed to do
9 business in the State of Nevada and was engaged in business in such State.

10 4. Defendant, HORIZON HEIGHTS HOMEOWNERS ASSOCIATION.,
11 (hereinafter "HORIZON HEIGHTS HOA"), is and, at all times relevant herein, was licensed
12 to do business in the State of Nevada and was engaged in business in such State.

13 5. Defendant, KB HOME MORTGAE COMPAN, a foreign corporation. At all
14 times material to this Complaint, KB Home Mortgage Company was doing business in the
15 State of Nevada. KB Home Mortgage Company is an interested party in this suit as the
16 holder of the mortgage on the subject property.

17 6. Pursuant to Nevada Rules of Civil Procedure, Rule 10(a) and Nuremberger
18 Hercules-Werke GMBH v. Virostek, 107 Nev. 873, 822 P.2d 1100 (1991), the true names
19 and capacities, whether individual, corporate, associate or otherwise, of Defendants named
20 herein as DOE Individuals I through X and ROE Corporations and Organizations I through
21 X, are unknown at the present time; however, it is alleged and upon information and belief,
22 that these Defendants were involved in the initiation, approval, support, or execution of the
23 wrongful acts upon which this litigation is premised, or of similar actions directed against
24 Plaintiff about which they were presently unaware. As the specific identity of these parties
25 are revealed through the course of discovery, the Plaintiff will ask leave of the Court to
26 amend the Complaint so that the DOE and/or ROE appellations will be replaced to identify
27 these parties by their true names and capacities.
28

FACTS

7. Plaintiff incorporates by reference each of the statements set forth in paragraphs 1 through 6 as though they were fully set forth herein.

8. On or about July 20, 2005, GUTIERREZ purchased the subject property, receiving a Deed from KB Home Nevada, Inc.

9. The Deed from KB Home Nevada, Inc. was recorded on July 20, 2005, in the Office of the Clark County Recorder, document number 20050720-0004599.

10. The subject property is governed by Defendant HORIZON HEIGHTS HOA.

11. On February 20, 2013, Defendant NAS recorded a Notice on the Subject Property.

13. Upon information and belief, the subject property was sold during a Trustee Sale to Defendant SFR INVESTMETNS POOL 1, LLC.

14. GUTIERREZ is unaware of when the trustee's sale took place, as no Trustee's Deed on Sale has been recorded on the title of the subject property.

15. GUTIERREZ was NOT notified of the trustee's sale until May 11, 2013, when he received a THREE-DAY NOTICE TO QUIT DUE TO FORECLOSURE from the purported purchaser of the property, Defendant SFR INVESTMENTS POOL 1, LLC.

16. The THREE-DAY NOTICE TO QUIT DUE TO FORECLOSURE gives the reason as "On April 5, 2013, the property you occupy was sold at an HOA foreclosure sale which extinguished your interest in the property pursuant to NRS 116.31166.

17. NRS 107.080, NRS 107.085, and NRS 21.130 prescribe specific notice requirements before a trustee's sale can lawfully take place in the state of Nevada.

18. GUTIERREZ received no notice of the pending foreclosure sale from Defendant HORIZON HEIGHTS HOA or NAS prior to the trustee's sale taking place.

19. Defendants HORIZON HEIGHTS HOA and NAS failed to comply with the statutorily imposed notice requirements with regard to the above-referenced property before allowing the Trustee Sale to occur.

1 20. Because the statutorily imposed notice requirements were not followed by the
2 Defendants, the Trustee's Sale should be set aside and any transfer of interest should be
3 voided by the Court.

4 21. With no other recourse to protect GUTIERREZ property rights,
5 GUTIERREZ filed the instant Complaint.

6 **FIRST CLAIM FOR RELIEF**

7 **(Wrongful Foreclosure)**

8 22. Plaintiff incorporates by reference each of the statements set forth in
9 paragraphs 1 through 22, as if fully set forth herein.

10 23. HORIZON HEIGHTS HOA and NAS failed to comply with NRS 107.080,
11 NRS 107.085, and NRS 21.130's statutorily imposed notice requirements with regard to the
12 Subject Property before allowing the Trustee's Sale to occur such that there existed a defect
13 in the foreclosure sale proceedings of the subject property.

14 24. HORIZON HEIGHTS HOA and NAS failed to give GUTIERREZ personal
15 notice with regard to the Subject Property before allowing for this Trustee's sale to occur
16 such that there existed a defect in the foreclosure sale proceedings of the subject property.

17 25. HORIZON HEIGHTS HOA and NAS failed to give GUTIERREZ a
18 meaningful opportunity to dispute the foreclosure and Trustee Sale with regard to the above-
19 referenced property before allowing for this Trustee's Sale to occur such that there exists a
20 defect in the foreclosure sale proceedings of the subject property.

21 26. Upon information and belief, the Subject Property was sold for a grossly
22 inadequate selling price.

23 27. Upon information and belief, a causal connection between the defect and the
24 grossly inadequate selling price exists.

25 28. That as a result of NEVADA HEIGHTS HOA and NAS's Wrongful
26 Foreclosure as described above, GUTIERREZ have been damaged in an amount in excess of
27 \$10,000.00, together with fees, costs, interest thereon at the maximum legal rate until paid in
28 full and other such damage according to proof.

1 29. That as a result of the Wrongful Foreclosure, GUTIERREZ has been required
2 to retain an attorney to prosecute this matter and as such are entitled to reasonable attorneys'
3 fees in this regard.

4
5 **SECOND CLAIM FOR RELIEF**

6 **(Declaratory Judgment)**

7 30. Plaintiff incorporates by reference each of the statements set forth in
8 paragraphs 1 through 30, as if fully set forth herein.

9 31. HORIZON HEIGHTS HOA and NAS failed to adequately notify
10 GUTIERREZ of the foreclosure and Trustee Sale as described above.

11 32. Nonetheless, HORIZON HEIGHTS HOA, through its agent, NAS, carried
12 forward with foreclosure proceedings in spite of its failure to provide any notice.

13 33. As a result of the Wrongful Foreclosure sale, Defendant SFR
14 INVESTMENTS POOL 1, LLC., purportedly purchased defective title to the subject
15 property at the Trustee Sale.

16 34. Pursuant to NRS Chapter 30.040, GUTIERREZ seek a Declaratory Judgment
17 setting aside the Trustee Sale of the Subject Property.

18 35. These failures by the Defendants have damaged GUTIERREZ in an amount
19 in excess of \$10,000.00.

20 36. That as a result of the actions by Defendants, that GUTIERREZ has been
21 required to retain an attorney to prosecute this matter and as such are entitled to reasonable
22 attorneys' fees in addition to his damages.

23
24 WHEREFORE, Plaintiffs pray for judgment against the Defendant as follows:

- 25 1. For an order setting aside the trustee sale.
26 2. For general damages in an amount in excess of \$10,000.00;
27 3. For attorneys' fees, costs of suit, and interest for bringing the suit; and
28

5. For such other and further relief as the Court may deem just and proper in the premises.

Dated this 8th day of July, 2013

/s/ P. Sterling Kerr
P. STERLING KERR, ESQ.
Nevada Bar No. 003978
LAW OFFICES OF P. STERLING KERR
2450 St. Rose Parkway, Suite 120
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1 P. STERLING KERR, ESQ.
2 Nevada Bar No. 003978
3 LAW OFFICES OF P. STERLING KERR
4 2450 St. Rose Parkway, Suite 120
5 Henderson, NV 89074
6 Telephone No. (702) 451-2055
7 Attorneys for Plaintiff

8 DISTRICT COURT
9 CLARK COUNTY, NEVADA

10 IGNACIO GUTIERREZ, an individual

11 Plaintiff(s),

CASE NO.

12 -vs-

DEPT. NO.

13 SFR INVESTMENTS POOL, 1, LLC;
14 NEVADA ASSOCIATION SERVCIES
15 INC., HORIZON HEIGHTS
16 HOMEOWNERS, ASSOCIATION, KB
17 HOMES MORTGAGE COMPANY, a
18 foreign corporation, DOE Individuals I
through X; ROE Corporations and
Organizations I through X;

19 Defendant(s).

20 INITIAL APPEARANCE FEE DISCLOSURE (NRS CHAPTER 19)

21 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are
22 submitted for parties appearing in the above entitled action as indicated below:
23

New Complaint Fee	1 st Appearance Fee
<input type="checkbox"/> \$1530 <input type="checkbox"/> \$520 <input type="checkbox"/> \$299 X \$270.00	<input type="checkbox"/> \$1483.00 <input type="checkbox"/> \$473.00 x \$223.00
Name: IGNACIO GUTIERREZ	
\$30	
<input type="checkbox"/> \$30	

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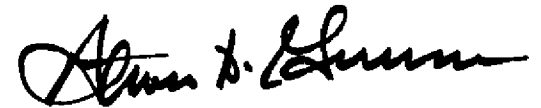
☐ Total of Continuation Sheet Attached ☐ \$ _____

TOTAL REMITTED: (Required) Total Paid \$ 270.00

DATED this 8th day of July, 2013.

/s/ P. Sterling Kerr
P. STERLING KERR, Esq.

EXHIBIT 2



CLERK OF THE COURT

1 **AACC**
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2 Nevada Bar No. 10386
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3 DIANA S. CLINE, ESQ.
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7 Henderson, Nevada 89014
Telephone: (702) 485-3300
8 Facsimile: (702) 485-3301
Attorneys for SFR Investments Pool 1, LLC

9
10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 **IGNACIO GUTIERREZ, an individual,**

13 **Plaintiff,**

14 **vs.**

15 **SFR INVESTMENTS POOL 1, LLC;**
16 **NEVADA ASSOCIATION SERVICES INC.,**
17 **HORIZON HEIGHTS HOMEOWNERS**
18 **ASSOCIATION, KB HOME MORTGAGE**
19 **COMPANY, a foreign corporation, DOE**
20 **Individuals I through X; ROE Corporations**
21 **and Organizations I through X;**

22 **Defendants.**

23 **SFR INVESTMENTS POOL 1, LLC, Nevada**
24 **limited liability company,**

25 **Counter-Claimant and Third Party Plaintiff,**

26 **vs.**

27 **IGNACIO GUTIERREZ, an individual;**
28 **NATIONSTAR MORTGAGE, LLC., a**
Delaware limited liability company;
COUNTRYWIDE HOME LOANS, INC., a
foreign corporation; DOES I-X; and ROES 1-
10, inclusive,

Counter-Defendant/ Third Party Defendants.

Case No. A-13-684715-C

Dept. No. XVII

ANSWER, COUNTERCLAIM, AND
THIRD PARTY COMPLAINT FOR QUIET
TITLE AND INJUNCTIVE RELIEF

ARBITRATION EXCEPTION CLAIMED:
TITLE TO REAL ESTATE

HOWARD KIM & ASSOCIATES

400 N. STEPHANIE ST, SUITE 160

HENDERSON, NEVADA 89014

(702) 485-3300 FAX (702) 485-3301

1 SFR INVESTMENTS POOL 1, LLC (“SFR”), by and through its attorneys of record,
2 the law firm HOWARD KIM AND ASSOCIATES, hereby answers IGNACIO GUTIERREZ’s
3 (“Gutierrez” or “Plaintiff”) complaint as follows:

4 **INTRODUCTION**

5 1. SFR admits the allegations contained in paragraph 1 of the complaint, upon information
6 and belief.

7 2. SFR admits the allegations contained in paragraph 2, upon information and belief.

8 3. SFR is without sufficient knowledge or information to form a belief as to the truth of the
9 factual allegations contained in paragraphs 3, 4, 5 and 6 of the complaint, and therefore denies
10 said allegations.

11 **FACTS**

12 4. SFR repeats and realleges its answers to paragraphs 1 through 6 of the complaint as
13 though fully set forth herein.

14 5. The documents referenced in paragraphs 8 and 9 of the complaint speak for themselves
15 and SFR denies any allegations inconsistent with the documents.

16 6. SFR admits the allegations contained in paragraphs 10, 11, 13[sic] upon information and
17 belief.

18 7. SFR is without sufficient knowledge or information to form a belief as to the truth of the
19 factual allegations contained in paragraph 14, 15 and 16 of the complaint, and therefore denies
20 said allegations. The documents referenced in paragraphs 14, 15 and 16 of the complaint speak
21 for themselves and SFR denies any allegations inconsistent with the documents.

22 8. The allegations contained in paragraphs 17, 18, 19, 20 and 21 of the complaint call for a
23 legal conclusion, therefore, no answer is required. To the extent an answer is required, SFR
24 denies the factual allegations contained in paragraph 17, 18, 19, 20 and 21 of the complaint.

25 **FIRST CLAIM FOR RELIEF**
26 **(Wrongful Foreclosure)**

27 9. SFR repeats and realleges its answers to paragraphs 1 through 21 of the complaint as
28 though fully set forth herein.

10. The allegations contained in paragraphs 23, 24, 25, 26, 27, 28 and 29 of the complaint call for a legal conclusion, therefore, no answer is required. To the extent an answer is required, SFR denies the factual allegations contained in paragraphs 23, 24, 25, 26, 27, 28 and 29 of the complaint.

SECOND CLAIM FOR RELIEF
(Declaratory Judgment)

11. SFR repeats and realleges its answers to paragraphs 1 through 29 of the complaint as though fully set forth herein.

12. The allegations contained in paragraphs 31, 32, 33, 34, 35 and 36 of the complaint call for a legal conclusion, therefore, no answer is required. To the extent an answer is required, SFR denies the factual allegations contained in paragraph 31, 32, 33, 34, 35 and 36 of the complaint.

AFFIRMATIVE DEFENSES

1. Plaintiff fails to state a claim upon which relief may be granted.

2. Plaintiff is not entitled to relief from or against SFR, as Plaintiff has not sustained any loss, injury, or damage that resulted from any act, omission, or breach by SFR.

3. The occurrence referred to in the Complaint, and all injuries and damages, if any, resulting therefrom, were caused by the acts or omissions of Plaintiff.

4. The occurrence referred to in the Complaint, and all injuries and damages, if any, resulting therefrom, were caused by the acts or omissions of a third party or parties over whom SFR had no control.

5. Plaintiff has failed to satisfy and/or cannot satisfy conditions precedent to setting aside the HOA foreclosure sale.

6. Any and all acts alleged to have been committed by SFR, if any, were reasonably undertaken to protect the tangible and intangible assets of SFR and therefore, were justified and/or privileged.

7. SFR did not breach any statutory or common law duties allegedly owed to Plaintiff.

1 8. Plaintiff's claims are barred because SFR complied with applicable statutes and with the
2 requirements and regulations of the State of Nevada.

3 9. Plaintiff's causes of action are barred in whole or in part by the applicable statutes of
4 limitations or repose, or by the equitable doctrines of laches, waiver, estoppel, and ratification.

5 10. Plaintiff is not entitled to equitable relief because it has an adequate remedy at law.

6 11. Plaintiff's damages, if any, were the result of intervening, superseding, concurrent,
7 and/or contributing causes. Any alleged action or alleged omission on the part of SFR was not
8 the proximate cause of Plaintiff's alleged damages.

9 12. Pursuant to Nevada Rule of Civil Procedure 11, as amended, all possible affirmative
10 defenses may not have been alleged herein insofar as sufficient facts were not available after
11 reasonable inquiry at the time of filing this Answer. Therefore, SFR reserves the right to amend
12 this Answer to assert any affirmative defenses if subsequent investigation warrants.

13 **COUNTERCLAIM AND THIRD PARTY COMPLAINT**

14 **FOR QUIET TITLE AND INJUNCTIVE RELIEF**

15 SFR INVESTMENTS POOL 1, LLC ("SFR"), by and through its attorneys of record,
16 the law firm HOWARD KIM AND ASSOCIATES, hereby demands quiet title, requests
17 injunctive relief and claims unjust enrichment against Counter-defendant IGNACIO
18 GUTIERREZ, Third Party Defendant, NATIONSTAR MORTGAGE, LLC and Third Party
19 Defendant, COUNTRYWIDE HOME LOANS, INC. as follows:

20 **I. PARTIES**

21 1. SFR is a Nevada limited liability company with its principal place of business in Clark
22 County, Nevada and the current title owner of the property commonly known as **668 Moonlight**
23 **Stroll Street, Henderson, NV 89015; Parcel No. 179-31-714-046** (the "Property").

24 2. Upon information and belief, Counter-Defendant IGNACIO GUTIERREZ
25 ("Gutierrez"), an individual who is the former homeowner that may claim an interest in the
26 Property.

1 3. Upon information and belief, Third Party Defendant NATIONSTAR MORTGAGE,
2 LLC, is a Delaware limited liability company that may claim an interest in the Property via a
3 2005 deed of trust.

4 4. Upon information and belief, Third Party Defendant COUNTRYWIDE HOME
5 LOANS, INC. is a foreign corporation that may claim an interest in the Property via a 2005
6 deed of trust.

7 5. Upon information and belief, each of the Defendants sued herein as DOES I through X,
8 inclusive claim an interest in the Property or are responsible in some manner for the events and
9 action that SFR seeks to enjoin; that when the true names capacities of such defendants become
10 known, SFR will ask leave of this Court to amend this counterclaim to insert the true names,
11 identities and capacities together with proper charges and allegations.

12 6. Upon information and belief, each of the Defendants sued herein as ROES
13 CORPORATIONS I through X, inclusive claim an interest in the Property or are responsible in
14 some manner for the events an happenings herein that SFR seeks to enjoin; that when the true
15 names capacities of such defendants become known, SFR will ask leave of this Court to amend
16 this counterclaim to insert the true names, identities and capacities together with proper charges
17 and allegations.

18 19 **II. GENERAL ALLEGATIONS**

20 **SFR Acquired Title to the Property through Foreclosure of an Association Lien with Super** 21 **Priority Amounts**

22 7. SFR acquired the Property on April 5, 2013 by successfully bidding on the Property at a
23 publicly-held foreclosure auction in accordance with NRS 116.3116, et. seq. (“Association
24 foreclosure sale”). Since the Association foreclosure sale, SFR has expended additional funds
25 and resources in relation to the Property.

26 8. On or about April 8, 2013, the resulting foreclosure deed was recorded in the Official
27 Records of the Clark County Recorder as Instrument Number 201304080001036 (“Association
28 Foreclosure Deed”).

1 9. The foreclosure sale was conducted by Nevada Association Services, Inc. ("NAS"), agent
2 for Horizon Heights (the "Association"), pursuant to the powers conferred by the Nevada
3 Revised Statutes 116.3116, 116.31162, 116.31163 and 116.31164, the Association's governing
4 documents (CC&R's) and a Notice of Delinquent Assessment Lien, recorded on July 10, 2012 in
5 the Official Records of the Clark County Recorder as Instrument Number 201207100001296
6 ("Association Lien").

7 10. As recited in the Association Foreclosure Deed, the Association foreclosure sale
8 complied with all requirements of law, including but not limited to, recording and mailing of
9 copies of Notice of Delinquent Assessment and Notice of Default, and the recording, posting and
10 publication of the Notice of Sale.

11 11. Pursuant to NRS 116.3116(2), the entire Association Lien

12 is prior to all other liens and encumbrances of unit except:

13 (a) Liens and encumbrances recorded before the recordation of the declaration
14 and, in a cooperative, liens and encumbrances which the association creates,
assumes or takes subject to;

15 (b) A first security interest on the unit recorded before the date on which the
16 assessment sought to be enforced became delinquent or, in a cooperative, the first
security interest encumbering only the unit's owner's interest and perfected before
the date on which the assessment sought to be enforced became delinquent; and

17 (c) Liens for real estate taxes and other governmental assessments or charges
against the unit or cooperative.

18 12. NRS 116.3116(2) further provides that a portion of the Association Lien has priority over
19 even a first security interest in the Property:

20 [the Association Lien] is also prior to all security interests described in paragraph
21 (b) to the extent of any charges incurred by the association on a unit pursuant to
NRS 116.310312 and to the extent of the assessments for common expenses
22 based on the periodic budget adopted by the association pursuant to NRS
116.3115 which would have become due in the absence of acceleration during the
23 9 months immediately preceding institution of an action to enforce the lien[.]

24 13. Upon information and belief, the Association took the necessary action to trigger the
25 super-priority portion of the Association Lien.

26 14. Upon information and belief, no party still claiming an interest in the Property recorded a
27 lien or encumbrance prior to the declaration creating the Association.

28 15. Upon information and belief, SFR's bid on the Property was in excess of the amount

1 necessary to satisfy the costs of sale and the super-priority portion of the Association Lien.

2 16. Upon information and belief, the Association or its agent NAS distributed or should have
3 distributed the excess funds to lien holders in order of priority pursuant to NRS 116.3114(c).

4 17. Upon information and belief, Counter-Defendant and Third Party Defendants had actual
5 or constructive notice of the requirement to pay assessments to the Association and of the
6 Association Lien.

7 18. Upon information and belief, Counter-Defendant and Third Party Defendants had actual
8 or constructive notice of the Association's foreclosure proceedings.

9 19. Upon information and belief, prior to the Association foreclosure sale, no individual or
10 entity paid the full amount of delinquent assessments described in the Notice of Default.

11 20. Upon information and belief, Counter-Defendant Gutierrez had actual or constructive
12 notice of the super-priority portion of the Association Lien.

13 21. Upon information and belief, Counter-Defendant Gutierrez knew or should have known
14 that its interest in the Property could be extinguished through foreclosure if he failed to cure the
15 super-priority portion of the Association Lien representing 9 months of assessments for common
16 expenses based on the periodic budget adopted by the association which would have become due
17 in the absence of acceleration for the relevant time period.

18 22. Upon information and belief, prior to the Association foreclosure sale, no individual or
19 entity paid the super-priority portion of the Association Lien representing 9 months of
20 assessments for common expenses based on the periodic budget adopted by the association
21 which would have become due in the absence of acceleration for the relevant time period.

22 23. Pursuant to NRS 116.31166, the foreclosure sale vested title in SFR "without equity or
23 right of redemption," and the Foreclosure Deed is conclusive against the Property's "former
24 owner, his or her heirs and assigns, and **all other persons.**"

25 **Interests, Liens and Encumbrances Extinguished by the Super-Priority Association Lien**

26 24. Upon information and belief, Counter-Defendant, Gutierrez, first obtained title to the
27 Property in July of 2005 through a Grant, Bargain Sale Deed from KB Home Mortgage
28 Company.

1 25. On or about July 20, 2005, KB Home Mortgage Company ("KB Home Mortgage")
2 recorded a deed of trust against the Property in the Official Records of the Clark County
3 Recorder as Instrument No. 200507200004600 ("First Deed of Trust").

4 26. Upon information and belief, the Association was formed and its declaration of CC&Rs
5 was recorded in the Official Records of the Clark County Recorder before the First Deed of Trust
6 was recorded.

7 27. Upon information and belief, KB Home Mortgage had actual or constructive notice of the
8 Association Lien and NRS 116.3116 before it funded the loan secured by the First Deed of Trust.

9 28. On or about July 20, 2005, KB Home Mortgage Company ("KB Home Mortgage")
10 recorded a second deed of trust against the Property in the Official Records of the Clark County
11 Recorder as Instrument No. 200507200004601 ("Second Deed of Trust").

12 29. Upon information and belief, the Association was formed and its declaration of CC&Rs
13 was recorded in the Official Records of the Clark County Recorder before the Second Deed of
14 Trust was recorded.

15 30. Upon information and belief, KB Home Mortgage had actual or constructive notice of the
16 Association Lien and NRS 116.3116 before it funded the loan secured by the Second Deed of
17 Trust.

18 31. Mercedes Judilla, Collateral Processing Officer for Countrywide Bank, N.A., FKA
19 Countrywide Document Services, a Division of Treasury Bank, N.A. executed an assignment,
20 dated September 6, 2005 that transferred the beneficial interest in the Second Deed of Trust,
21 together with the underlying promissory note, to Countrywide Home Loans, Inc.
22 ("Countrywide"). The assignment was recorded on March 13, 2006 against the Property in
23 Official Records of the Clark County Recorder as Instrument No. 200603130004142.

24 32. Upon information and belief, Countrywide had actual or constructive notice of the
25 Association Lien and NRS 116.3116 before it obtained an interest in the Second Deed of Trust.

26 33. Miguel Romero, Vice President for Mortgage Electronic Registration Systems, Inc.,
27 executed an assignment, dated April 17, 2012 that transferred the beneficial interest in the First
28 Deed of Trust, together with the underlying promissory note, to Bank of America, N.A.

1 (“BofA”). The assignment was recorded on April 23, 2012 against the Property in Official
2 Records of the Clark County Recorder as Instrument No. 201204230000265.

3 34. Upon information and belief, BofA had actual or constructive notice of the Association
4 Lien and NRS 116.3116 before it funded the loan secured by the First Deed of Trust.

5 35. Susan Lindhorst, assistant secretary for Bank of America, executed an assignment, dated
6 November 21, 2012 that transferred the beneficial interest in the First Deed of Trust, together
7 with the underlying promissory note, to Nationstar Mortgage, LLC (“Nationstar”). The
8 assignment was recorded on November 28, 2012 against the Property in Official Records of the
9 Clark County Recorder as Instrument No. 201211280003539.

10 36. On or about, July 8, 2013, Gutierrez filed a Complaint for wrongful foreclosure and
11 declaratory relief.

12 37. Counter-Defendant Gutierrez’s interest in the Property was extinguished by the
13 foreclosure of the Association Lien.

14 38. Third Party Defendant Nationstar’s security interest in the Property was extinguished by
15 the foreclosure of the super priority portion of the Association Lien.

16 39. Third Party Defendant Countrywide’s security interest in the Property was extinguished
17 by the foreclosure of the super priority portion of the Association Lien.

18 **III. FIRST CLAIM FOR RELIEF**
19 **(Declaratory Relief/Quiet Title Pursuant to NRS 30.010, et. seq., NRS 40.10 & NRS**
20 **116.3116)**

21 40. SFR repeats and realleges the allegations of paragraphs 1-39 as though fully set forth
22 herein and incorporates the same by reference.

23 41. Pursuant to NRS 30.010, et. seq. and NRS 40.10, this Court has the power and authority
24 to declare the SFR’s rights and interests in the Property and to resolve the Counter-Defendant
25 and Third Party Defendants’ adverse claims in the Property.

26 42. SFR acquired the Property on April 5, 2013 by successfully bidding on the Property at a
27 publicly-held foreclosure auction in accordance with NRS 116.3116, et. seq. and the resulting
28 Association Foreclosure Deed vesting title in SFR was recorded on April 8, 2013.

43. Upon information and belief, Counter-Defendant, Gutierrez, may claim an ownership

1 interest in the Property.

2 44. Upon information and belief, Third Party Defendant Nationstar may claim an interest in
3 the Property via the First Deed of Trust against the Property even after the Association
4 foreclosure sale.

5 45. Upon information and belief, Third Party Defendant Countrywide may claim an interest
6 in the Property through the Second Deed of Trust even after the Association foreclosure sale.

7 46. A foreclosure sale conducted pursuant to NRS 116.31162, 116.31163 and 116.31164, like
8 all foreclosure sales, extinguishes the title owner's interest in the Property and all junior liens and
9 encumbrances, including deeds of trust.

10 47. Pursuant to NRS 116.3116(2), the super-priority portion of the Association Lien has
11 priority over the First and Second Deeds of Trust.

12 48. Counter-Defendant and Third Party Defendants were duly notified of the Association
13 foreclosure sale and failed to act to protect their interests in the Property, if any legitimately
14 existed.

15 49. SFR is entitled to a declaratory judgment from this Court finding that: (1) SFR is the title
16 owner of the Property; (2) the Association Foreclosure Deed is valid and enforceable; (3) the
17 Association foreclosure sale extinguished Counter-Defendant and Third Party Defendants'
18 ownership and security interests in the Property; and (4) SFR's rights and interest in the Property
19 are superior to any adverse interest claimed by Counter-Defendant and Third Party Defendants.

20 50. SFR seeks an order from the Court quieting title to the Property in favor of SFR.

21 **IV. SECOND CLAIM FOR RELIEF**
22 **(Unjust Enrichment)**

23 51. SFR repeats and realleges the allegations of paragraphs 1- 50 as though fully set forth
24 herein and incorporate the same by reference.

25 52. SFR has expended funds and resources in connection with the acquisition and
26 maintenance of the Property.

27 53. Counter-Defendant and Third Party Defendants have benefitted or will benefit from the
28 funds and resources expended by SFR.

1 54. If SFR does not maintain title to and possession of the Property, Counter-Defendant and
2 Third Party Defendants will have been unjustly enriched by the funds and resources expended by
3 SFR.

4 55. SFR will be damaged if Counter-Defendant and Third Party Defendatns retain the benefit
5 of the funds and resources expended by SFR.

6 56. SFR has been required to hire attorneys to protect its rights in the Property and to pursue
7 this action.

8 57. SFR is entitled to general and special damages in excess of \$10,000.00.

9 **V. THIRD CLAIM FOR RELIEF**
10 **(Preliminary and Permanent Injunction)**

11 58. SFR repeats and realleges the allegations of paragraphs 1- 57 as though fully set forth
12 herein and incorporate the same by reference.

13 59. SFR properly acquired title to the Property at the Association foreclosure sale on April 5,
14 2013.

15 60. Counter-Defendant, Gutierrez, as former title owner of the Property may claim an
16 ownership interest in the Property.

17 61. Third Party Defendant Nationstar may claim that it maintained an interest in the Property
18 through the First Deed of Trust which was extinguished by the Association foreclosure sale.

19 62. Third Party Defendant Countrywide may claim that it maintained an interest in the
20 Property through the Second Deed of Trust which was extinguished by the Association
21 foreclosure sale.

22 63. A foreclosure sale based on the First or Second Deeds of Trust is invalid as Counter-
23 Defendant and Third Party Defendants lost their interest in the Property, if any, at the
24 Association foreclosure sale.

25 64. Any sale or transfer of title to the Property by Counter-Defendant and Third Party
26 Defendants would be invalid because their interest in the Property, if any, was extinguished by
27 the Association foreclosure sale.

28 65. Any attempt to take or maintain possession of the Property by Counter-Defendant and

1 Third Party Defendants would be invalid because their interest in the Property, if any, was
2 extinguished by the Association foreclosure sale.

3 66. Any attempt to sell, transfer, encumber or otherwise convey the Property by the Counter-
4 Defendant and Third Party Defendants would be invalid because their interest in the Property, if
5 any, was extinguished by the Association foreclosure sale.

6 67. On the basis of the facts described herein, SFR has a reasonable probability of success on
7 the merits of its claims and has no other adequate remedies at law.

8 68. SFR is entitled to a preliminary injunction and permanent injunction prohibiting Counter-
9 Defendant and Third Party Defendants from beginning or continuing any eviction proceedings
10 that would affect SFR's possession of the Property.

11 69. SFR is entitled to a preliminary injunction and permanent injunction prohibiting Counter-
12 Defendant and Third Party Defendants from any sale or transfer that would affect the title to the
13 Property.

14 **VI. PRAYER FOR RELIEF**

15 SFR requests judgment against Counter-Defendant and Third Party Defendants as
16 follows:

17 1. For a declaration and determination that SFR Investments Pool 1, LLC is
18 the rightful owner of title to the Property, and that Counter Defendant and Third Party
19 Defendants be declared to have no right, title or interest in the Property.

20 2. For a preliminary and permanent injunction that Counter-Defendant and
21 Third Party Defendants are prohibited from initiating or continuing foreclosure
22 proceedings, and from selling or transferring the Property;

23 3. For general and special damages in excess of \$10,000.00

24 4. For an award of attorney's fees and costs of suit; and

25 ///

26 ///

27 ///

28 ///

5. For any further relief that the Court may deem just and proper.

DATED August 1st, 2013.

HOWARD KIM & ASSOCIATES

/s/ Victoria L. Hightower
Howard C. Kim, Esq.
Nevada Bar No. 10386
Diana S. Cline, Esq.
Nevada Bar No. 10580
Victoria L. Hightower, Esq.
Nevada Bar No. 10897
400 N. Stephanie St., Suite 160
Henderson, Nevada 89014
Attorneys for SFR Investments Pool 1, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 1st day of August, 2013, pursuant to NRCP 5(b), I served the following parties listed below by depositing via U.S. mail first class a true and correct copy of the foregoing **Answer, Counterclaim and Third Party Complaint for Quiet Title and Injunctive Relief**, filed on August 1, 2013, postage prepaid and addressed to:

P. Sterling Kerr, Esq.
LAW OFFICES OF P. STERLING KERR
2450 St. Rose Parkway, Suite 120
Henderson, NV 89074
Attorneys for Ignacio Gutierrez

/s/ Andrew M. David
An employee of Howard Kim & Associates

IAFD

HOWARD C. KIM, ESQ.

Nevada Bar No. 10386

E-mail: howard@hkimlaw.com

DIANA S. CLINE, ESQ.

Nevada Bar No. 10580

E-mail: diana@hkimlaw.com

VICTORIA L. HIGHTOWER, ESQ.

Nevada Bar No. 10897

E-mail: victoria@hkimlaw.com

HOWARD KIM & ASSOCIATES

400 N. Stephanie St, Suite 160

Henderson, Nevada 89014

Telephone: (702) 485-3300

Facsimile: (702) 485-3301

Attorneys for SFR INVESTMENTS POOL 1, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC;
NEVADA ASSOCIATION SERVICES INC.,
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION, KB HOME MORTGAGE
COMPANY, a foreign corporation, DOE
Individuals I through X; ROE Corporations
and Organizations I through X;

Defendants.

Case No. A-13-684715-C

Dept. No. XVII

**INITIAL APPEARANCE FEE
DISCLOSURE (NRS CHAPTER 19)**

SFR INVESTMENTS POOL 1, LLC, Nevada
limited liability company,

Counter-Claimant and Third Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC., a
Delaware limited liability company;
COUNTRYWIDE HOME LOANS, INC., a
foreign corporation; DOES I-X; and ROES 1-
10, inclusive,

Counter-Defendant/ Third Party Defendants.

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for parties appearing in the above-entitled action as indicated below:

SFR INVESTMENTS POOL 1, LLC	\$358.00
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TOTAL	\$358.00
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DATED August 2nd, 2013.

HOWARD KIM & ASSOCIATES

/s/ Victoria L. Hightower

Howard C. Kim, Esq.

Nevada Bar No. 10386

Diana S. Cline, Esq.

Nevada Bar No. 10580

Victoria L. Hightower, Esq.

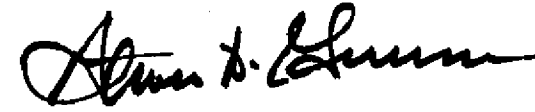
Nevada Bar No. 10897

400 N. Stephanie St., Suite 160

Henderson, Nevada 89014

Attorneys for SFR Investments Pool 1, LLC

EXHIBIT 3



CLERK OF THE COURT

Richard Vilkin, Esq.
Nevada Bar No. 8301
Law Offices of Richard Vilkin, P.C.
1286 Crimson Sage Ave.
Henderson, NV 89012
Phone: (702) 476-3211
Fax: (702) 476-3212
Email: Richard@vilkinlaw.com
Attorneys for defendant and counterclaimant
Nevada Association Services, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,

Plaintiff,

v.

SFR INVESTMETNS POOL I, LLC;
NEVADA ASSOCIATION SERVICES, INC.,
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION, KB HOME MORTGAGE
COMPANY, a foreign corporation, DOE
Individuals I through X; ROE Corporations
and Organizations I through X,

Defendants.

Case No.: A-13-684715-C

Dept.: XVII

ANSWER OF DEFENDANT NEVADA
ASSOCIATION SERVICES, INC. AND
COUNTERCLAIM

COMES NOW defendant NEVADA ASSOCIATION SERVICES, INC. ("NAS"), and
responds to the Complaint of plaintiff as follows :

1. Answering paragraphs 8, 9, 15, 18, 19, 20, 21, 23, 24-29 and 31-36 of the
Complaint, this answering defendant denies the factual allegations therein alleged.
2. Answering paragraphs 1, 2, 4, 5, 6, 10, 14 and 16, 17 of the Complaint, this
answering defendant is without sufficient knowledge or information to form a belief as to the
truth or falsity of the allegations contained therein, or as contained therein against parties other

1 than NAS, or finds said statements and allegations to be vague and ambiguous, and, on that
2 basis, denies said allegations.

3 3. Answering paragraphs 7, 22 and 30 of the Complaint, this answering defendant
4 repeats its responses as stated herein to each of the paragraphs of the Complaint realleged by
5 plaintiff in paragraphs 7, 22 and 30.
6

7 4. Answering paragraphs 3, 11 and 13 of the Complaint, this answering defendant
8 admits said allegations.
9

10 FIRST AFFIRMATIVE DEFENSE

11 Plaintiffs have failed to state any cause of action upon which relief can be granted.
12

13 SECOND AFFIRMATIVE DEFENSE

14 The recovery sought is barred by the doctrines of waiver, unclean hands, laches and
15 failure to do equity.
16
17

18 THIRD AFFIRMATIVE DEFENSE

19 Plaintiff was more than 50 percent negligent in and about the acts complained of in her
20 Complaint and therefore is barred from recovery pursuant to NRS 41.141.
21
22

23 FOURTH AFFIRMATIVE DEFENSE

24 Plaintiff was negligent in and about the acts complained of in her Complaint and
25 therefore her claims are subject to the rules and law in Nevada governing comparative
26 negligence.
27
28

1 FIFTH AFFIRMATIVE DEFENSE

2 Plaintiff should be estopped from making her claims due to her own dishonesty, illegal
3 conduct, lack of good faith and fraud.

4
5 SIXTH AFFIRMATIVE DEFENSE

6
7 The acts complained of by plaintiff, if wrongful, were committed by parties other than
8 NAS.

9
10 SEVENTH AFFIRMATIVE DEFENSE

11 Plaintiff failed to mitigate her damages.
12

13
14 EIGHTH AFFIRMATIVE DEFENSE

15 Plaintiff failed to pay her homeowner assessments and other charges as required by her
16 governing documents.
17

18
19 NINTH AFFIRMATIVE DEFENSE

20 This answering defendant complied with all notice and other requirements for a non-
21 judicial foreclosure as required by NRS 116, NRS 107 and other Nevada law.
22

23
24
25 TENTH AFFIRMATIVE DEFENSE

26 Defendant NAS is entitled to recover in this action all of its costs, fees, attorneys fees and
27 other collection costs from plaintiff as per NRS 116.31164(c)(2), NAC 116.470, other Nevada
28 law, and the Covenants, Conditions and Restrictions ("CC&Rs") governing said property.

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ELEVENTH AFFIRMATIVE DEFENSE

Pursuant to N.R.C.P. 11, all possible affirmative defenses may not have been alleged in this Answer insofar as sufficient facts were not available after reasonable inquiry prior to it being filed, and therefore, defendant hereby reserve the right to amend this Answer to allege additional affirmative defenses if subsequent investigation so warrants.

COUNTERCLAIM

BREACH OF CONTRACT AND FAILURE TO PAY ACCOUNT STATED

1. The contents of plaintiff's Complaint, paragraph 1, is reiterated herein on information and belief.
2. NAS was, at all times relevant herein, acting as a collection agent for a homeowner's association of which plaintiff was a member.
3. Plaintiff failed to pay his HOA assessments and the fees and charges incurred by NAS per plaintiff's agreements with his homeowner's association through their CC&Rs and other governing documents and Nevada law.
4. Per plaintiff's agreements and the CC&Rs with the HOA and Nevada law, NAS is entitled to be paid such fees and charges. In addition, NAS is entitled to be paid its attorneys fees and costs in prosecuting and defending this action pursuant to NRS 116.31164(c)(2), NAC 116.470 and other Nevada law.

PRAYER

WHEREFORE, defendant and counterclaimant NAS prays for Judgment against plaintiff and counterdefendant as follows:

1. That plaintiff receive nothing and his Complaint be dismissed with prejudice;

- 1 2. That NAS recover the fees, costs, attorneys fees and other charges it incurred because
2 of plaintiffs' failure to abide by his agreements and CC&Rs with the homeowners
3 association herein and pursuant to NRS 116.31164(c)(2), NAC 116.470 and other
4 Nevada law;
5
6 3. That NAS recover its attorneys fees and costs in defending this action; and
7
8 4. For such other and further relief as the court deems just and proper.

9 Date: August 12, 2013

LAW OFFICES OF RICHARD VILKIN, P.C.

10 By: _____

11 Richard Vilkin

12 Nevada Bar No. 8301

13 1286 Crimson Sage Ave.

14 Henderson, NV 89012

15 Phone: (702) 476-3211

16 Attorneys for defendant and counterclaimant
17 Nevada Association Services, Inc.
18
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28

Richard Vilkin, Esq.
Nevada Bar No. 8301
Law Offices of Richard Vilkin, P.C.
1286 Crimson Sage Ave.
Henderson, NV 89012
Phone: (702) 476-3211
Fax: (702) 476-3212
Email: Richard@vilkinlaw.com
Attorneys for defendant and counterclaimant
Nevada Association Services, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,

Plaintiff,

Case No.: A-13-684715-C

Dept.: XVII

v.

INITIAL APPEARANCE FEE DISCLOSURE
BY DEFENDANT NEVADA
ASSOCIATION SERVICES, INC.

SFR INVESTMENTS POOL I, LLC;
NEVADA ASSOCIATION SERVICES, INC.,
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION, KB HOME MORTGAGE
COMPANY, a foreign corporation, DOE
Individuals I through X; ROE Corporations
and Organizations I through X,

Defendants.

COMES NOW defendant Nevada Association Services, Inc., a Nevada corporation, and
provides its Initial Appearance Fee Disclosure as follows:

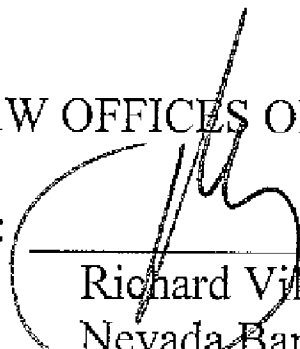
Plaintiff Nevada Association Services, Inc.: \$223.00

Total: \$223.00

Date: August 12, 2013

LAW OFFICES OF RICHARD VILKIN, P.C.

By:


Richard Vilkin

Nevada Bar No. 8301

1286 Crimson Sage Ave.

Henderson, NV 89012

Phone: (702) 476-3211

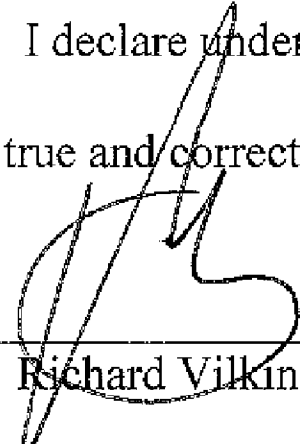
Attorneys for defendant and counterclaimant
Nevada Association Services, Inc.

Certificate of Mailing

I hereby certify that on August 12, 2013, I put copies of the ANSWER OF
DEFENDANT NEVADA ASSOCIATION SERVICES, INC. AND COUNTERCLAIM (with
Initial Appearance Fee Disclosure attached) in sealed envelopes, postage prepaid, and deposited
said envelopes in the U.S. Mail, addressed as follows, to counsel in the case of *Ignacio Gutierrez*
v. SFR Investments Pool I, LLC et al. (Nev. Dist. Ct. Case No. A-13-684715-C):

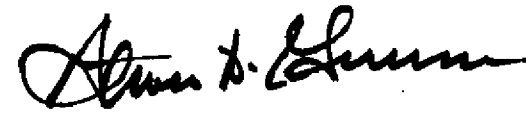
P. Sterling Kerr, Esq.
Law Offices of P. Sterling Kerr
2450 St. Rose Parkway, Suite 120
Henderson, NV 89074

Executed this 12th day of August, 2013 at Henderson, NV. I declare under penalty of
perjury under the laws of the State of Nevada that the foregoing is true and correct.



Richard Vilkin

EXHIBIT 4



CLERK OF THE COURT

Richard Vilkin, Esq.
Nevada Bar No. 8301
Law Offices of Richard Vilkin, P.C.
1286 Crimson Sage Ave.
Henderson, NV 89012
Phone: (702) 476-3211
Fax: (702) 476-3212
Email: Richard@vilkinlaw.com
Attorneys for defendant and counterclaimant
Nevada Association Services, Inc.

DISTRICT COURT

CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,

Plaintiff,

v.

SFR INVESTMETNS POOL I, LLC;
NEVADA ASSOCIATION SERVICES, INC.,
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION, KB HOME MORTGAGE
COMPANY, a foreign corporation, DOE
Individuals I through X; ROE Corporations
and Organizations I through X,

Defendants.

Case No.: A-13-684715-C

Dept.: XVII

NOTICE OF ENTRY OF ORDER

TO ALL PARTIES AND ATTORNEYS: PLEASE TAKE NOTICE that the court
signed the "Order Granting Motion By Defendants Nevada Association Services, Inc. and
Horizon Heights Homeowners Association To Dismiss Plaintiff's Complaint" on February 6,
2014 and that said Order was filed February 14, 2014. A conformed copy of said signed and

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1 filed Order is attached.

2 Date: February 15, 2014

LAW OFFICES OF RICHARD VILKIN, P.C.

3
4 By: 

5 Richard Vilkin

6 Nevada Bar No. 8301

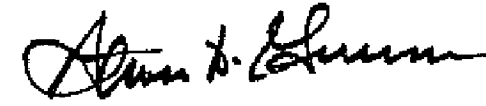
7 1286 Crimson Sage Ave.

8 Henderson, NV 89012

9 Phone: (702) 476-3211

10 *Attorneys for defendant and counterclaimant*

11 *Nevada Association Services, Inc.*



CLERK OF THE COURT

Richard Vilkin, Esq.
Nevada Bar No. 8301
Law Offices of Richard Vilkin, P.C.
1286 Crimson Sage Ave.
Henderson, NV 89012
Phone: (702) 476-3211
Fax: (702) 476-3212
Email: Richard@vilkinlaw.com
Attorneys for defendant and counterclaimant
Nevada Association Services, Inc.

DISTRICT COURT
CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,

Plaintiff,

Case No.: A-13-684715-C

Dept.: XVII

v.

SFR INVESTMETNS POOL I, LLC;
NEVADA ASSOCIATION SERVICES, INC.,
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION, KB HOME MORTGAGE
COMPANY, a foreign corporation, DOE
Individuals I through X; ROE Corporations
and Organizations I through X,

ORDER GRANTING MOTION BY
DEFENDANTS NEVADA ASSOCIATION
SERVICES, INC. AND HORIZON HEIGHTS
HOMEOWNERS ASSOCIATION TO
DISMISS PLAINTIFF'S COMPLAINT

Defendants.

On January 8, 2014, a hearing was held in this court on defendant Nevada Association Services, Inc. ("NAS"), and joined in by defendant Horizon Heights Homeowners Association ("Horizon HOA"), to dismiss plaintiff's Complaint for failure to submit this case to alternative dispute resolution before the Nevada Real Estate Division, pursuant to NRS 38.300 et seq. Richard Vilkin, Esq. appeared on behalf of moving party and defendant NAS. There were no other appearances.

The court, having considered the motion papers, the representation by Mr. Vilkin that he had spoken to plaintiff's counsel Preston S. Kerr who confirmed that plaintiff was not opposing

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1 the motion, and good cause appearing, granted the motion and the joinder thereto. IT IS
2 THEREFORE ORDERED that plaintiff's Complaint is dismissed without prejudice as to
3 defendants Nevada Association Services, Inc. and Horizon Heights Homeowners Association.

4 The court granted NAS' motion for attorneys fees and costs against plaintiff in the
5 amount of \$1,650.56 pursuant to NAC 116.470(4) and Judgment is hereby given against plaintiff
6 Ignacio Gutierrez and in favor of defendant Nevada Association Services, Inc. in the amount of
7 \$1,650.56.
8

9 IT IS SO ORDERED.

10 Dated: Feb 6, 2014


District Court Judge 

11 Respectfully submitted,

12 LAW OFFICES OF RICHARD VILKIN, P.C.
13

14 By: 
15

16 Richard Wilkin, Esq.

17 Nevada Bar No. 8301

18 1286 Crimson Sage Ave.

19 Henderson, NV 89012

20 Attorneys for defendant and counterclaimant

21 NAS
22
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Certificate of Mailing

I hereby certify that on February 15, 2014, I put copies of the NOTICE OF ENTRY OF ORDER in sealed envelopes, postage prepaid, and deposited said envelopes in the U.S. Mail, addressed as follows, to counsel in the case of *Ignacio Gutierrez v. SFR Investments Pool I, LLC et al.* (Nev. Dist. Ct. Case No. A-13-684715-C):

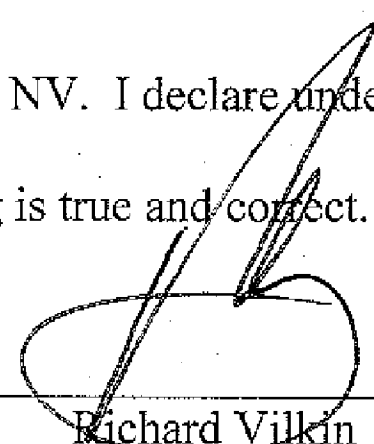
P. Sterling Kerr, Esq.
Law Offices of P. Sterling Kerr
2450 St. Rose Parkway, Suite 120
Henderson, NV 89074

Diana S. Cline, Esq.
Howard Kim & Associates
1055 Whitney Ranch Drive, Suite 110
Henderson, NV 89014

Anthony Ashby
The Law Office of David M. Jones
7455 Arroyo Crossing Parkway, Suite 200
Las Vegas, NV 89113

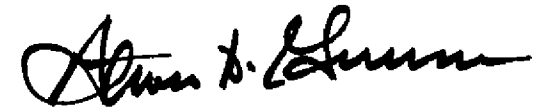
Ariel E. Stern, Esq.
Akerman, LLP
1160 Town Center Drive, Suite 330
Las Vegas, NV 89144

Executed this 15th day of February, 2014 at Henderson, NV. I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.



Richard Vilkin

EXHIBIT 5



CLERK OF THE COURT

NTSO

HOWARD C. KIM, ESQ.
Nevada Bar No. 10386
E-mail: howard@hkimlaw.com

DIANA S. CLINE, ESQ.
Nevada Bar No. 10580
E-mail: diana@hkimlaw.com

JACQUELINE A. GILBERT, ESQ.
Nevada Bar No. 10593
E-mail: jackie@hkimlaw.com

HOWARD KIM & ASSOCIATES
1055 Whitney Ranch Dr., Suite 110
Henderson, Nevada 89014
Telephone: (702) 485-3300
Facsimile: (702) 485-3301
Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

SFR INVESTMENTS POOL1, LLC a Nevada
limited liability company,

Plaintiff,

SFR INVESTMENTS POOL 1, LLC;
NEVADA ASSOCIATION SERVICES INC.,
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION, KB HOME MORTGAGE
COMPANY, a foreign corporation, DOE
Individuals I through X; ROE Corporations
and Organizations I through X,

Defendants.

Case No. A-13-684715-C

Dept. No. XVII

**NOTICE OF ENTRY OF STIPULATION
AND ORDER**

PLEASE TAKE NOTICE that a **STIPULATION AND ORDER DISMISSING
IGNACIO GUTIERREZ WITHOUT PREJUDICE** was entered by this Court on May 9,
2014. A copy of said order is attached hereto.

DATED May 12, 2014.

HOWARD KIM & ASSOCIATES

/s/ Diana S. Cline
Howard C. Kim, Esq.
Nevada Bar No. 10386
Diana S. Cline, Esq.
Nevada Bar No. 10580
1055 Whitney Ranch Dr., Suite 110
Henderson, Nevada 89014
Phone: (702) 485-3300
Fax: (702) 485-3300
Attorneys for Plaintiff

HOWARD KIM & ASSOCIATES
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HENDERSON, NEVADA 89014
(702) 485-3300 FAX (702) 485-3301

CERTIFICATE OF SERVICE

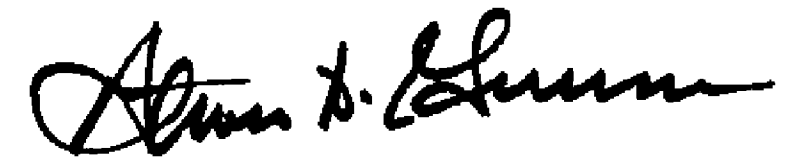
I HEREBY CERTIFY that on this 12th day of May, pursuant to NRCP 5(b), I served the
NOTICE OF ENTRY OF ORDER filed May 12, 2014, via first class mail, postage prepaid, to
the following parties:

Preston S. Kerr, Esq..
LAW OFFICES OF P. STERLING KERR
2450 St. Rose Pkwy., Suite 120
Henderson, NV 89074
Attorney for Ignacio Gutierrez

Richard J. Vilkin, Esq..
THE LAW OFFICES OF RICHARD J. VILKIN, P.C.
1286 Crimson Sage Ave.
Henderson, NV 89012
Attorney for Nevada Association Services, Inc.

/s/ Tommie Dooley

AN EMPLOYEE OF HOWARD KIM & ASSOCIATES



CLERK OF THE COURT

SAO

HOWARD C. KIM, ESQ.
Nevada Bar No. 10386
E-mail: howard@hkimlaw.com
DIANA S. CLINE, ESQ.
Nevada Bar No. 10580
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Telephone: (702) 485-3300
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Attorneys for Plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,

Plaintiff,

Case No. A-13-684715-C

Dept. No. XVII

vs.

SFR INVESTMENTS POOL 1, LLC;
NEVADA ASSOCIATION SERVICES, INC.;
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION; KB HOME MORTGAGE
COMPANY, a foreign corporation, DOE
Individuals I through X, ROE Corporations and
Organizations I through X,

**STIPULATION AND ORDER
DISMISSING IGNACIO GUTIERREZ
WITHOUT PREJUDICE**

Defendants.

SFR INVESTMENTS POOL 1, LLC, Nevada
limited liability company,

Counter-Claimant and Third Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a
Delaware limited liability company; DOES I-
X; and ROES 1-10, inclusive,

Counter-Defendant/ Third Party

Defendants.

Plaintiff Ignacio Gutierrez ("Gutierrez") stipulates and agrees that any ownership

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HENDERSON, NEVADA 89014

(702) 485-3300 FAX (702) 485-3301

<input type="checkbox"/> Voluntary Dis	<input checked="" type="checkbox"/> Slip Dis	<input type="checkbox"/> Sum Jdgmt
<input type="checkbox"/> Involuntary (stat) Dis	<input type="checkbox"/> Slip Jdgmt	<input type="checkbox"/> Non-Jury Trial
<input type="checkbox"/> Jdgmt on Arb Award	<input type="checkbox"/> Default Jdgmt	<input type="checkbox"/> Jury Trial
<input type="checkbox"/> Mtn to Dis (by deft)	<input type="checkbox"/> Transferred	

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interest he may have had in the real property commonly known as **668 Moonlight Stroll Street, Henderson, NV 89002; Parcel No. 179-31-714-046** (the "Property") was extinguished on April 5, 2013, by the foreclosure sale conducted by Nevada Association Services, Inc., agent Horizon Heights. Plaintiff Gutierrez further stipulates and agrees that he will not contest the validity of the foreclosure deed recorded in the Official Records of the Clark County Recorder as Instrument Number 2013040080001086, or any subsequent transactions, including Defendant SFR Investments Pool 1, LLC ("SFR") ownership interest in the Property.

Based on these representations, Plaintiff Gutierrez and Defendant SFR stipulate and agree that Gutierrez shall be dismissed from SFR's action and cross-action, without prejudice, each party to bear its own fees and costs. It is further stipulated and agreed that SFR be dismissed from Plaintiff Gutierrez's action, without prejudice, each party to bear its own fees and costs.

DATED this 5 day of May, 2014.

DATED this ____ day of _____, 2014.

HOWARD KIM & ASSOCIATES

LAW OFFICES OF P. STERLING KERR


Diana S. Cline, Esq.


P. Sterling Kerr, Esq.

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HOWARD KIM & ASSOCIATES

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ORDER

IT IS SO ORDERED.

Dated this 6 day of May, 2014.



DISTRICT COURT JUDGE

Respectfully Submitted by:

HOWARD KIM & ASSOCIATES


HOWARD C. KIM, ESQ.

Nevada Bar No. 10386

DIANA S. CLINE, ESQ.

Nevada Bar No. 10580

JACQUELINE A. GILBERT, ESQ.

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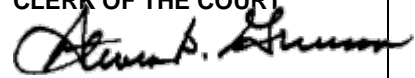
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Attorneys for SFR Investments Pool 1, LLC

EXHIBIT 6



1 **NOE**

2 MELANIE D. MORGAN, ESQ.

3 Nevada Bar No. 8215

4 TENESA POWELL, ESQ.

5 Nevada Bar No. 12488

6 AKERMAN LLP

7 1635 Village Center Circle, Suite 200

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11 Email: melanie.morgan@akerman.com

12 Email: tenesa.scaturro@akerman.com

13 *Attorneys for Nationstar Mortgage, LLC*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10
11 IGNACIO GUTIERREZ, an individual,

12 Plaintiff,

13 vs.

14 SFR INVESTMENTS POOL 1, LLC; NEVADA
15 ASSOCIATION SERVICES, INC.; HORIZON
16 HEIGHTS HOMEOWNERS ASSOCIATION;
17 KB HOME MORTGAGE COMPANY, a foreign
18 corporation; DOE Individuals I through X; ROE
19 Corporations and Organizations I through X,

20 Defendants.

21 SFR INVESTMENTS POOL 1, LLC, Nevada
22 Limited Liability Company,

23 Counter-Claimant and Third Party Plaintiff,

24 vs.

25 IGNACIO GUTIERREZ, an individual;
26 NATIONSTAR MORTGAGE, LLC, a Delaware
27 limited liability company; COUNTRYWIDE
28 HOME LOANS, INC., a foreign corporation;
DOES I through X; and ROES 1-10, inclusive,

Counter-Defendant and Third Party Defendants.

Case No.: A-13-684715-C

Dept.: XVII

**NOTICE OF ENTRY OF ORDER
GRANTING NATIONSTAR MORTGAGE
LLC'S RENEWED MOTION FOR
SUMMARY JUDGMENT**

AKERMAN LLP

1635 VILLAGE CENTER CIRCLE, SUITE 200
LAS VEGAS, NEVADA 89134
TEL.: (702) 634-5000 – FAX: (702) 380-8572

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that an **ORDER GRANTING NATIONSTAR MORTGAGE**
3 **LLC’S RENEWED MOTION FOR SUMMARY JUDGMENT** was entered on this 11th day of
4 April, 2018 a copy of which is attached hereto as **Exhibit A**.

5 DATED: April 11, 2018

7 **AKERMAN LLP**

9 /s/Tenesa Powell

Melanie D. Morgan, Esq.

Nevada Bar No. 8215

Tenesa Powell, Esq.

Nevada Bar No. 12488

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

Attorneys for Nationstar Mortgage LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of Akerman LLP, and that on this 11th day of April, 2018 and pursuant to NRCP 5, I caused to be served a true and correct copy of the foregoing **NOTICE OF ENTRY [PROPOSED] ORDER GRANTING NATIONSTAR MORTGAGE LLC'S RENEWED MOTION FOR SUMMARY JUDGMENT**, in the following manner:

(ELECTRONIC SERVICE) Pursuant to Administrative Order 14-2, the above-referenced document was electronically filed on the date hereof & served through the Notice Of Electronic Filing automatically generated by the Court's facilities to those parties listed on the Court's Master Service List.

P. Sterling Kerr, Esq.
LAW OFFICES OF P. STERLING KERR
2450 St. Rose Parkway, Suite 120
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Attorneys for Ignacio Gutierrez

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Las Vegas, Nevada 89139

Attorneys for Nevada Association Services, Inc.

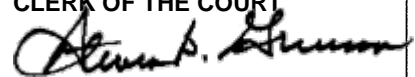
Richard J. Vilkin, Esq.
LAW OFFICES OF RICHARD J. VILKIN, P.C.
1286 Crimson Sage Ave.
Henderson, NV 89012

Attorneys for Nevada Association Services, Inc.

/s/Christine Weiss
An employee of Akerman LLP

EXHIBIT A

EXHIBIT A



ORD

MELANIE D. MORGAN, ESQ.
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Attorneys for Nationstar Mortgage, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

IGNACIO GUTIERREZ, an individual,
Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC; NEVADA
ASSOCIATION SERVICES, INC.; HORIZON
HEIGHTS HOMEOWNERS ASSOCIATION;
KB HOME MORTGAGE COMPANY, a foreign
corporation; DOE Individuals I through X; ROE
Corporations and Organizations I through X,

Defendants.

SFR INVESTMENTS POOL 1, LLC, Nevada
Limited Liability Company,

Counter-Claimant and Third Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a Delaware
limited liability company; COUNTRYWIDE
HOME LOANS, INC., a foreign corporation;
DOES I through X; and ROES 1-10, inclusive,

Counter-Defendant and Third Party Defendants.

Case No.: A-13-684715-C
Dept.: XVII

**[PROPOSED] ORDER GRANTING
NATIONSTAR MORTGAGE LLC'S
RENEWED MOTION FOR SUMMARY
JUDGMENT**

On January 17, 2018, Nationstar Mortgage LLC's (**Nationstar**) renewed motion for summary judgment; SFR Investments Pool 1, LLC's (**SFR**) motion for summary judgement; and SFR's countermotion to strike came for hearing before the Court. Melanie D. Morgan, Esq. of Akerman

AKERMAN LLP

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1 LLP appeared on behalf of Nationstar and Diana Cline Ebron, Esq. and Karen Hanks, Esq. of Kim
2 Gilbert Ebron, appeared on behalf of SFR. No appearances were made on behalf of plaintiff or
3 Nevada Association Services, Inc. (**NAS**).

4 Having heard the oral arguments presented by Nationstar and SFR, and having read and
5 considered all briefs, the Court makes the following Findings of Fact, Conclusions of Law and
6 Judgment.

7 FINDINGS OF FACT

8 1. A Deed of Trust listing Ignacio Gutierrez as the borrower (**Borrower**); KB Home
9 Mortgage Company (**KB Home**) as the lender (**Lender**); and Mortgage Electronic Registration
10 System (**MERS**), as beneficiary solely as nominee for Lender and Lender's successors and assigns,
11 was executed on July 6, 2005, and recorded on July 20, 2005. The Deed of Trust granted Lender a
12 security interest in real property known as 668 Moonlight Stroll Street, Henderson, NV 89015 (the
13 **Property**) to secure the repayment of a loan in the original amount of \$271,638.00 to the Borrowers.
14 *Id.* The Note and Deed of Trust are collectively referred to as the **Loan**.

15 2. Freddie Mac purchased the Loan and thereby obtained a property interest in the Deed
16 of Trust on or about August 22, 2005. Freddie Mac maintained that ownership at the time of the
17 HOA Sale (as defined below) on April 5, 2013.

18 3. In July 2008, Congress passed the Housing and Economic Recovery Act of 2008
19 (**HERA**), Pub. L. No. 110-289, 122 Stat. 2654, codified at 12 U.S.C. § 4511 *et seq.*, which
20 established the Federal Housing Finance Agency (**FHFA**) to regulate Freddie Mac, the Federal
21 National Mortgage Association, and the Federal Home Loan Banks.

22 4. On September 6, 2008, FHFA's Director placed Freddie Mac into conservatorship.

23 5. On April 23, 2012, MERS, as nominee for Lender and Lenders successors and
24 assigns, recorded an assignment of the Deed of Trust to Bank of America, N.A.

25 6. On November 28, 2012, Bank of America, N.A. recorded an assignment of the Deed
26 of Trust to Nationstar.

1 7. At the time of the HOA Sale on April 5, 2013, Nationstar was the servicer of the
2 Loan for Freddie Mac.

3 8. The relationship between Nationstar, as the servicer of the Loan, and Freddie Mac, as
4 owner of the Loan, is governed by the Freddie Mac Single-Family Seller/Servicer Guide (the
5 **Guide**), a central governing document for Freddie Mac's relationship with servicers nationwide.
6 Among other things, the Guide provides that Freddie Mac's servicers may act as record beneficiaries
7 for the deeds of trust owned by Freddie Mac and requires that servicers assign these deeds of trust to
8 Freddie Mac upon Freddie Mac's demand. Guide at 1101.2(a).

9 9. The Guide provides:

10 For each Mortgage purchased by Freddie Mac, the Seller and the Servicer
11 agree that Freddie Mac may, at any time and without limitation, require
12 the Seller or the Servicer, at the Seller's or the Servicer's expense, to make
13 such endorsements to and assignments and recordations of any of the
14 Mortgage documents so as to reflect the interests of Freddie Mac.

15 Guide at 1301.10.

16 10. The Guide also provides:

17 The Seller/Servicer is not required to prepare an assignment of the
18 Security Instrument to Freddie Mac. However, *Freddie Mac may, at its*
19 *sole discretion and at any time, require a Seller/Servicer, at the*
20 *Seller/Servicer's expense, to prepare, execute and/or record assignments*
21 *of the Security Instrument to Freddie Mac.*

22 Guide at 6301.6 (emphasis added).

23 11. The Guide authorizes servicers to foreclose on deeds of trust on behalf of Freddie
24 Mac. *See, e.g.,* Guide at 8105.3, 9301.1, 9301.12, 9401.1.

25 12. Accordingly, the Guide also provides for a temporary transfer of possession of the
26 note when necessary for servicing, including foreclosure. *See* Guide at 8107.1, 8107.2, 9301.11.
27 However, when in "physical or constructive possession of a Note," the Servicer must "follow
28 prudent business practices" to ensure that the note is "identif[ied] as a Freddie Mac asset." *Id.* at
29 8107.1(b). Furthermore, when transferring documents in a mortgage file, including a note, the
30 servicer must ensure the receiver acknowledges that the note is "Freddie Mac's property." Guide at
31 3302.5.

13. The Guide also includes chapters regarding how and when servicers should appear as parties to litigation involving Freddie Mac loans. See Guide at 9402.2 ("Routine and non-routine litigation"), 9501 ("Selection, Retention and Management of Law Firms for Freddie Mac Default Legal Matters.").

14. The Guide provides:

All documents in the Mortgage file, . . . and all other documents and records related to the Mortgage of whatever kind or description . . . will be, and will remain at all times, the property of Freddie Mac. All of these records and Mortgage data in the possession of the Servicer are retained by the Servicer in a custodial capacity only.

Guide at 1201.9.

15. The Guide provides that a transferee servicer undertakes all responsibilities under the Guide. See Guide at 7101.15(c).

16. Finally, the Guide provides:

When a Transfer of Servicing occurs, the Transferor Servicer may not . . . further endorse the Note, but must prepare and complete assignments . . .

To prepare and complete an assignment of a Security Instrument for a Subsequent Transfer of Servicing for a Mortgage not registered with MERS, the Transferor Servicer must . . . [a]ssign the Security Instrument to the Transferee Servicer and record the assignment.

Guide at 7101.6.

17. On July 10, 2012, the HOA recorded a Notice of Delinquent Assessment Lien.

18. On August 30, 2012, the HOA recorded a Notice of Default and Election to Sell under the Deed of Trust.

19. On February 20, 2013, the HOA recorded a Notice of Foreclosure Sale.

20. On April 5, 2013, the HOA sold the Property to SFR for \$11,000.00 (HOA Sale). A foreclosure deed was recorded against the Property on April 8, 2013. The fair market value of the Property at the time of the sale was \$138,000.00 utilizing the "Sales Comparison approach."

21. The HOA's agent, NAS, did not mail a copy of the Notice of Foreclosure Sale to Nationstar.

22. At no time did the FHFA consent to the HOA Sale extinguishing or foreclosing Freddie Mac's interest in the Property. See FHFA's Statement on HOA Super-Priority Lien Foreclosures (Apr. 21, 2015), www.fhfa.gov/Media/PublicAffairs/Pages/Statement-on-HOA-Super-Priority-Lien-Foreclosures.aspx.

CONCLUSIONS OF LAW

1. Summary judgment is appropriate when the pleadings and other evidence on file demonstrate "no genuine issue as to any material fact [remains] and the moving party is entitled to judgment as a matter of law." See NRCP 56(c); *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (2005). In ruling upon a motion for summary judgment, the Court must view all evidence and inferences in the light most favorable to the non-moving party. See *Torrealba v. Kesmetis*, 124 Nev. 95, 178 P.3d 716 (2008). To rebut a motion for summary judgment, the nonmoving party must present some specific facts to demonstrate that a genuine issue of material fact exists. *Forouzan, Inc. v. Bank of George*, 128 Nev. 896, 381 P.3d 612 (2012).

2. "While the pleadings and other evidence must be construed in the light most favorable to the nonmoving party, that party has the burden to 'do more than simply show that there is some metaphysical doubt' as to the operative facts to defeat a motion for summary judgment." *Wood*, 121 P.3d at 1031 (quoting *Matsushita Elec. Indus. Co. v. Zenith Radio*, 475 U.S. 574, 586 (1986)). The governing law determines which "factual disputes are material and will preclude summary judgment; other factual disputes are irrelevant." *Id.*

3. SFR's previous motion for summary judgment was granted by Senior Judge Bixler on October 21, 2015, and the order granting the same was entered on November 10, 2015. Judge Bixler's decision was appealed, and the Nevada Supreme Court remanded the case back to this Court on July 28, 2017. The issues on remand are whether Freddie Mac owned the loan in question at the time of the HOA Sale, ^{or} and whether Nationstar had a contractual relationship with Freddie Mac to service the loan in question.

Freddie Mac Ownership / Federal Foreclosure Bar

1 4. The Nevada Supreme Court held in *Nationstar Mortgage, LLC v. SFR Investments*
2 *Pool 1, LLC*, that in order "to have standing, 'the party seeking relief [must have] a sufficient interest
3 in the litigation,' so as to ensure 'the litigant will vigorously and effectively present his or her case
4 against an adverse party.'" 396 P.3d 754, 756 Nev. (2017) (citing *Schwartz v. Lopez*, 132 Nev. Adv.
5 Op. 73, 382 P.3d 886, 894 (2016). The Nevada Supreme Court also held that mortgage loan
6 servicers for Freddie Mac or Fannie Mae could assert the Federal Foreclosure Bar in litigation like
7 this one, and that none of FHFA, Fannie Mae, or Freddie Mac need be joined as a party. *Id.* at 758.

8 5. With regard to Nationstar's argument that NRS 116, *et seq.* (**State Foreclosure**
9 **Statute**) is preempted by 12 U.S.C. § 4617(j)(3), this Court finds that Nationstar, as servicer for
10 Freddie Mac, has an interest in the Property through its contractual servicing relationship with
11 Freddie Mac and as the beneficiary of record of the Deed of Trust. Nationstar's status as servicer of
12 the loan for Freddie Mac is evidenced by Nationstar and Freddie Mac's business records from
13 Freddie Mac's MIDAS database, which Freddie Mac uses in its ordinary course of business to
14 manage the millions of loans nationwide, as well as the testimony of Freddie Mac's employee [].
15 Thus, Nationstar may raise the preemptive effect of 12 U.S.C. § 4617(j)(3) on state law in order to
16 defend its interests and Freddie Mac's interests in the Deed of Trust.

17 6. Section 4617(j)(3) preempts the State Foreclosure Statute and, therefore, a
18 homeowner association's foreclosure of its super-priority lien cannot extinguish a property interest of
19 Freddie Mac while it is under FHFA's conservatorship unless FHFA consents to that extinguishment.
20 *Berezovsky v. Moniz*, 869 F.3d 923 (9th Cir. 2017).

21 7. Unless FHFA gives its consent, the federal protection shall be given full effect, which
22 includes preemption of state law. SFR bears the burden of proof to establish that FHFA expressly
23 consented to extinguish Freddie Mac's ownership interest in the Deed of Trust. Nevada has a policy
24 against requiring a party to prove a negative, such as proving a lack of consent. *Andrews v. Harley*
25 *Davidson, Inc.*, 106 Nev. 533, 539, 796 P.2d 1092, 1096-97 (1990) (even where a plaintiff bears the
26 burden of proving his or her strict liability claim, "it is unfair to force the plaintiff consumer to prove
27 a negative, i.e., that the product was not altered.")
28

1 8. FHFA's April 21, 2015 statement confirms that there was no such consent here. In
2 the absence of express consent, the Court cannot imply FHFA's consent, as doing so would ignore
3 the plain text of the Federal Foreclosure Bar. *See Berezovsky*, 869 F.3d 923 (holding that FHFA's
4 consent can only be manifested affirmatively); *see also Alessi & Koenig, LLC v. Dolan, Jr.*, No.
5 2:15-cv-00805-JCM-CWH, 2017 WL 773872, *3 (D. Nev. Feb. 27, 2017) (citing and relying on
6 cases in which FHFA's statement was sufficient to show FHFA's lack of consent).

7 9. At the time of the HOA Sale, Freddie Mac was the owner of the Deed of Trust and
8 Note, and its servicer, Nationstar, was the record beneficiary of the Deed of Trust. Freddie Mac's
9 interest in the Property was established by admissible evidence, namely Freddie Mac's business.
10 Under Nevada law, Freddie Mac had a secured property interest at the time of the HOA Sale. *See In*
11 *re Montierth*, 354 P.3d 648, 651 (Nev. 2015); Restatement (Third) of Property: Mortgages § 5.4
12 cmt. c. In citing *Montierth* and the Nevada Supreme Court's adoption of the Restatement (Third) of
13 Property: Mortgages, the Ninth Circuit held that a loan-owner servicer relationship "preserves the
14 note owner's power to enforce its interest under the security instrument, because the note owner can
15 direct the beneficiary to foreclose on its behalf." *Berezovsky*, 869 F.3d at 931. Under these
16 circumstances, the loan owner maintains a secured property interest. *Id.*

17 10. Freddie Mac's interest in Property secured by the Deed of Trust was a property
18 interest protected by 12 U.S.C. § 4617(j)(3). SFR failed to provide proof Freddie Mac or the FHFA
19 consented to the HOA Sale extinguishing or foreclosing Freddie Mac's interest in the Property.
20 Accordingly, the HOA sale here did not extinguish the Deed of Trust.

21 11. Because the Court grants summary judgment in Nationstar's favor based upon 12
22 U.S.C. § 4617 (j)(3), the Court need not reach Nationstar's remaining arguments.

23 **Fraud, Unfairness, or Oppression Surrounding the Sale**

24 10. Nationstar contends that the sales price obtained at the HOA Sale was grossly
25 inadequate and was commercially unreasonable.

26 11. To set aside an association foreclosure sale on a theory of commercial
27 unreasonableness there must be "a showing of grossly inadequate price, plus, fraud, unfairness, or
28

1 oppression.” *Shadow Wood Homeowners Ass’n, Inc. v. N.Y. Cmty. Bancorp.*, 132 Nev. Adv. Op. 5,
2 366 P.3d 1105, 1112 (Nev. 2016) (citing *Long v. Towne*, 98 Nev. 11, 13, 639, P.2d 528, 530 (1982));
3 see also *Centeno v. JP Morgan Chase Bank, N.A.*, 67365, 2016 WL 1122449, at *1 (Nev. Mar. 18,
4 2016) (unpublished Order Vacating and Remanding) (holding “a low sales price is not a basis for
5 voiding a foreclosure sale absent fraud, unfairness, oppression”); see also *Golden v. Tomiyasu*, 79
6 Nev. 503, 514, 387 P.2d 989, 995 (1963) (stating that, while a power-of-sale foreclosure may not be
7 set aside for mere inadequacy of price, it may be if the price is grossly inadequate and there is “in
8 addition proof of some element of fraud, unfairness, or oppression”) (internal quotations omitted).

9 12. The Supreme Court of Nevada recently clarified that in Nevada, “courts retain the
10 power to grant equitable relief from a defective [association] foreclosure sale when appropriate.”
11 *Shadow Wood Homeowners Ass’n, Inc.*, 366 P.3d at 1110. “[D]emonstrating that an association sold
12 a property at its foreclosure sale for an inadequate price is not enough to set aside a foreclosure sale;
13 there must also be a showing of fraud, unfairness, or oppression.” *Id.* (citing *Long*, 98 Nev. 11, 639
14 P.2d 530). In considering whether equity supports setting aside the sale in question, the Court is to
15 consider any other factor bearing on the equities, including actions or inactions of both parties
16 seeking to set aside the sale and the impact on a bona fide purchaser for value. *Id.* at 1114 (finding
17 “courts must consider the entirety of the circumstances that bear upon the equities”).

18 13. Nationstar contends that in addition to the grossly inadequate sales price, the lack of
19 notice of the sale to Nationstar rendering the HOA Sale unfair and oppressive. The Court, however,
20 does not find this argument persuasive. The analysis for finding fraud, unfairness, or oppression
21 applies to the seller (HOA) and purchaser (plaintiff), not whatever mistake may have been made by
22 the HOA. See *Golden*, 79 Nev. at 513, 387 P.2d at 994 (reviewing fraud and collusion between the
23 foreclosing trustee and bidders, not fraud, unfairness, or oppression in the underlying trustee’s
24 substantive actions); see also *Centeno*, 2016 WL 1122449, at *1 (holding “a low sales price is not a
25 basis for voiding a foreclosure sale absent fraud, unfairness, oppression”).
26
27
28


14. Because Nationstar failed to assert sufficient facts to demonstrate that there was fraud, unfairness, or oppression with regard to conduct of the HOA Sale, the Court finds the sale in question was commercially reasonable.

...
...
...
...
...

ORDER


IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Nationstar's renewed motion for summary judgment is Granted and SFR's motion for summary judgment is Denied.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that SFR's interest in the Property, if any, is subject to the Deed of Trust.



DISTRICT COURT JUDGE

Submitted by:


Melanie D. Morgan, Esq.
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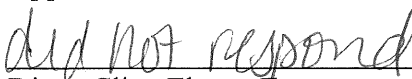
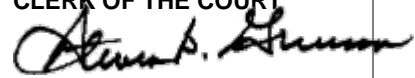

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EXHIBIT 7



ANOA
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SFR Investments Pool 1, LLC*

IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF CLARK

IGNACIO GUTIERREZ, an individual,

Plaintiff,

vs.

SFR INVESTMENTS POOL 1, LLC;
NEVADA ASSOCIATION SERVICES, INC.;
HORIZON HEIGHTS HOMEOWNERS
ASSOCIATION; KB HOME MORTGAGE
COMPANY, a foreign corporation; DOE
Individuals I through X; ROE Corporations
and Organizations I through X,

Defendants.

Case No.: A-13-684715-C
Dept. No.: XVII

AMENDED NOTICE OF APPEAL

SFR INVESTMENTS POOL 1, LLC, a
Nevada limited liability company,

Counterclaimant/
Third-Party Plaintiff,

vs.

IGNACIO GUTIERREZ, an individual;
NATIONSTAR MORTGAGE, LLC, a
Delaware limited liability company;
COUNTRYWIDE HOME LOANS, INC., a
foreign corporation; DOES I-X; and ROES 1-
10, inclusive,

Counter-Defendant/
Third-Party Defendants.

NEVADA ASSOCIATION SERVICES, INC.,
Counterclaimant,
vs.
IGNACIO GUTIERREZ,
Counter-Defendant.

PLEASE TAKE NOTICE that SFR INVESTMENTS POOL 1, LLC hereby appeals from
the following orders:

1. Order Granting Nationstar Mortgage LLC's Renewed Motion for Summary Judgment,
entered on April 11, 2018; and
2. All orders made appealable thereby.

DATED May 14, 2018.

KIM GILBERT EBRON

/s/ Jacqueline A. Gilbert

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Attorney for Defendant/Counterclaimant/

Third-Party Plaintiff,

SFR Investments Pool 1, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of May 2018, pursuant to NRCP 5(b)(2)(D), I caused service of a true and correct copy of the foregoing **AMENDED NOTICE OF APPEAL** to be made electronically via the Eighth Judicial District Court's electronic filing system upon the following parties at the e-mail addresses listed below:

"Darren T. Brenner, Esq." . darren.brenner@akerman.com

Akerman Las Vegas Office . akermanlas@akerman.com

P. Sterling Kerr . psklaw@aol.com

Richard J. Vilkin . richard@vilkinlaw.com

/s/ Jessica E. Brown

An employee of KIM GILBERT EBRON

IN THE SUPREME COURT OF THE STATE OF NEVADA

SFR INVESTMENTS POOL 1, LLC, a
Nevada Limited Liability Company

Appellant,

vs.

NATIONSTAR MORTGAGE, LLC, a
Delaware Limited Liability Company,

Respondent.

Case No. 75890

District Court Case No. 413-0842318

**DOCKETING STATEMENT
CIVIL APPEALS**

Electronically Filed
Jun 12 2018 11:54 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

GENERAL INFORMATION

Appellants must complete this docketing statement, NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeal under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the court of Appeals, and compiling statistical information.

WARNING

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of

sanctions appropriate. *See KDI Sylvan Pools v. Workman*, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District: Eighth Department: XVII
2. County: Clark Judge: The Honorable Michael P. Villani

District Ct. Case No. A-13-684715-C

Attorney filing this docketing statement:

Attorney: Jacqueline A. Gilbert Telephone: 702-485-3300

Firm: Kim Gilbert Ebron

Address: 7625 Dean Martin Drive, Suite 110, Las Vegas, Nevada 89139

Client(s): SFR Investments Pool 1, LLC (“SFR”)

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement. N/A

3. Attorney(s) representing respondent(s):

Attorney: Melanie D. Morgan Telephone: 702-634-5000
Tenesa Powell

Firm: Akerman LLP

Address: 1635 Village Center Circle, Suite 200, Las Vegas, Nevada 89134

Client(s): Nationstar Mortgage LLC (“Nationstar”) and HSBC Bank as Trustee

4. Nature of disposition below (check all that apply):

- ☐ Judgment after bench trial
- ☐ Judgment after jury verdict
- ☒ Summary judgment
- ☐ Default judgment
- ☐ Grant/Denial of NRCP 60(b) relief

- ☐ Grant/Denial of injunction
- ☐ Grant/Denial of declaratory relief
- ☐ Review of agency determination
- ☐ Dismissal:
 - ☐ Lack of jurisdiction
 - ☐ Failure to state a claim
 - ☐ Failure to Prosecute
 - ☐ Other (specify): _____
- ☐ Divorce Decree:
 - ☐ Original
 - ☐ Modification
- ☐ Other disposition (specify): _____

5. Does this appeal raise issues concerning any of the following? N/A

- ☐ Child Custody
- ☐ Venue
- ☐ Termination of parental rights

6. Pending and prior proceedings in this court. List the case name and docket number of all appeals or original proceedings presently or previously or pending before this court which are related to this appeal:

Nationstar Mortgage, LLC v. SFR Investments Pool 1, LLC,
Case No. 69400

7. Pending and prior proceedings in other courts. List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (e.g., bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None

8. Nature of the action. Briefly describe the nature of the action and result below:

This case arose from an NRS 116 non-judicial foreclosure sale where SFR was the winning bidder. The former owner (Gutierrez) filed a complaint against SFR, the Association, Nevada Association Services (NAS) and KB Home Mortgage for wrongful foreclosure and a declaratory judgment that the sale was void. SFR

answered and brought claims against Gutierrez, Nationstar and Countrywide Home Loans, Inc. for quiet title/declaratory relief and injunctive relief. Following cross-motions for summary judgment between SFR and Nationstar, the DC granted summary judgment in favor of SFR, stating that Nationstar did not have standing to raise 12 USC § 4617(j)(3) as a defense. On appeal, this Court reversed and remanded, holding a servicer for Freddie Mac or Fannie Mae does have standing to raise the 4617(j)(3) defense if it can prove Freddie/Fannie ownership and an agency relationship. This Court remanded for further factual issues related to ownership and the contractual relationship.

Following remand, SFR filed an MSJ and Nationstar renewed its MSJ. Attached to its motion, Nationstar included evidence it failed to disclose during the original or extended discovery periods – specifically a declaration of Dean Meyer on behalf of Freddie Mac. SFR moved to strike the undisclosed evidence. Instead, the DC granted Nationstar’s motion, finding Freddie Mac owned the Deed of Trust and Note at the time of the Association foreclosure sale and that Nationstar was its servicer. Specifically, the DC relied on *In re Monteirh*, 354 P.3d 648 (Nev. 2015) and *Berezovsky* to support its decision on the unrecorded interest of Freddie. The DC also found that the FHFA had not consented to foreclosure. Thus, the DC ordered that SFR took title subject to the deed of trust.

9. Issues on appeal. State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Whether the DC erred in granting summary judgment based on the undisclosed evidence presented at the summary judgment stage.

Whether the DC erred in concluding that Freddie Mac “owned the deed of trust and note” at the time of the foreclosure sale based on evidence it should not have considered.

Whether the DC erred in finding Nationstar was the servicer of the laon for Freddie when the recorded documents show otherwise and when it relied on a servicing guide that does not provide anywhere that Nationstar is a servicer and particularly nothing regarding this loan.

Whether the district court erred by extending Monteirh beyond the facts of that case and to a circumstance that does not involve simply a creditor/debtor relationship, but a third party.

10. **Pending proceeding in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

There are a number of other case involving GSE/FHFA issues, including the issue of complying with Nevada's recording statutes to be effective against a BFP, including *SFR v. GreenTree*, Case No. 72010.

A non-exhaustive list of other cases raising GSE/FHFA:

70423	JPMorgan Chase v SFR
70237	Citimortgage v. SFR
70060	BANA v SFR
72010	SFR v Green Tree
70903	BANA v. SFR
72519	FNMA v. SFR

11. **Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and 30.130?

☒ N/A

☐ Yes

☐ No

If not, explain:

12. **Other issues.** Does this appeal involve any of the following issues?

☐ Reversal of well-settled Nevada precedent (identify the case(s))

☐ An Issue arising under the United States and/or Nevada Constitutions

☒ A substantial issue of first impression

☒ An issue of public policy

☒ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions

☐ A ballot question

If so, explain:

This case raised issues of first impression related to the use of electronic records as evidence without proper authentication to prove Fannie or Freddie held an unrecorded interest in a loan.

Furthermore, at issue and requiring this Court's attention is the scope of *Monteirth* when the parties dispute ownership/right to enforce and there is not a debtor/creditor relationship between the parties. In other words, can *Monteirth* be extended to eliminate Nevada's century and a half old recording statutes requiring recording to provide notice to the world?

13. **Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the Court of Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the Court of Appeals, identify the specific issue(s) or circumstance(s) that warrant retaining the case, and include an explanation of their importance or significance:

NRAP 17(a)(13)-(14) – As set forth above, # 12, this case raises issues of first impression, regarding the breadth and scope of *Monteirth* where the parties are not merely in a creditor/debtor relationship. Should unrecorded interests be allowed to beat a third-party's BFP status under *Monteirth*, where the note and deed of trust are purportedly owned by someone other than the holder of record.

While the evidentiary issues raised in this appeal may presumptively belong to the Court of Appeals, this is an issue that arises so often in these NRS 116 cases – where SFR has had to deal with trial/hearing by ambush related to Freddie/Fannie ownership that this Court should retain the case.

Finally, this court should determine the sufficiency of electronic records, especially provided only as partial screen shots to “prove” GSE “ownership” of a note or deed of trust where the recorded documents provide otherwise.

14. **Trial.** If this action proceeded to trial, how many days did the trial last?

N/a

Was it a bench or jury trial?

N/A

15. **Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in this appeal? If so, which Justice?

N/A

TIMELINESS OF NOTICE OF APPEAL

16. Date of entry of written judgment or order appealed from

April 11, 2018

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review: N/A

17. Date written notice of entry of judgment or order was served

April 11, 2018

Was service by:

- ☐ Delivery
☒ Mail/electronic/fax

18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59) N/A

(a) Specify the type of motion, the date and method of service of the motion, and the date of filing.

- ☐ NRCP 50(b) Date of filing: N/A
☐ NRCP 52(b) Date of filing: N/A
NRCP 59 Date of filing: N/A

NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v Washington, 126 Nev. ___, 245 P.3d 1190 (2010).

- (b) Date of entry of written order resolving tolling motion:
(c) Date written notice of entry of order resolving tolling motion was served:

Was service by:

☐ Delivery

☐ Mail/electronic

19. Date notice of appeal filed

May 14, 2018

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal: N/A

20. Specify statute or rule governing the time limit for filing the notice of appeal, e.g., NRAP 4(a) or other

NRAP 4(a)

21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:

(a)

☒ NRAP 3A(b)(1)

☐ NRAP 3A(b)(2)

☐ NRAP 3A(b)(3)

☐ NRS 38.205

☐ NRS 233B.150

☐ NRS 703.376

☐ Other (specify)

(b) Explain how each authority provides a basis for appeal from the judgment or order:

This appeal is taken from an order granting summary judgment.

22. List all parties involved in the action or consolidated actions in the district court:

(a) Parties:

Ignacio Gutierrez – Plaintiff/counter-defendant

SFR Investments Pool 1, LLC-defendant/cross-counter-claimant;

Nationstar Mortgage, LLC-counterdefendant,

Countrywide Home Loans – counterdefendant

Nevada Association Services, Inc. - defendant

KB Home Mortgage Co. - defendant

Horizon Heights Homeowners Association - defendant

(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in the appeal, e.g., formally dismissed, not served, or other:

NAS and the Association dismissed by order entered on 2/14/14

Gutierrez dismissed by Stipulation and Order entered May 9, 2014

Gutierrez dismissed his claims against SFR and to not contest the validity of SFR's deed to the property by Stipulation and Order entered May 9, 2014.

Countrywide merged into pleadings with Nationstar

23. **Give a brief description (3 to 4 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

Gutierrez's claims against SFR: declaratory judgment – dismissed by SAO entered May 9, 2014

Gutierrez's Claims against NAS and Association:

1. Wrongful Foreclosure – Order granting motion to dismiss – entered February 14, 2014

2. declaratory judgment - Order granting motion to dismiss – entered February 14, 2014

Gutierrez's named KB Homes but did not bring any claims against KB Homes – see Complaint

SFR's Claim for Quiet Title/Declaratory relief against Nationstar/Countrywide – denied on basis of § 4617(j)(3) as bank's claims granted on same basis – Order Granting Nationstar MSJ – entered on April 11, 2018

SFR's Claim for Quiet Title/Declaratory relief against Gutierrez – Dismissed by SAO entered on May 9, 2014

NAS Counterclaim against Gutierrez: Breach of Contract – MTD Gutierrez's complaint granted with award of attorneys' fees – Order entered February 14, 2014. (NAS did not pursue breach of contract claim)

24. **Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☒ Yes
☐ No

25. **If you answered "No" to question 23, complete the following:**

(a) Specify the claims remaining pending below:

Specify the parties remaining below:

(b) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

Yes
No

(c) Did the district court make an express determination, pursuant to NRCP 54(b), that there is no just reason for delay and an express direction for the entry of judgment?

Yes
No

26. **If you answered "No" to any part of question 24, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

27. Attach file-stamped copies of the following documents:

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

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Exhibit	Title of Document	File-Stamp Date
1	Complaint	July 8, 2013
2	SFR's Answer, Counterclaim, Cross-Claim	August 2, 2013
3	NAS Answer and Counterclaim	August 12, 2013
4	Notice of Entry and Order Granting NAS/Association Motion to Dismiss	February 14 and 15, 2014
5	Notice of Entry and Stipulation and Order Dismissing Gutierrez and Gutierrez claims against SFR	November 25 and 26, 2014
6	Notice of Entry and Order Granting Nationstar Renewed Motion for Summary Judgment	April 11, 2018
7	Amended Notice of Appeal	May 14, 2018

DATED this 5th day of June, 2018.

KIM GILBERT EBRON

/s/ Jacqueline A. Gilbert
JACQUELINE A. GILBERT, ESQ.
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Las Vegas, NV 89139
Attorneys for Appellant SFR
Investments Pool 1, LLC

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of June, 2018, I filed the foregoing **DOCKETING STATEMENT**, which shall be served via electronic service from the Court's eFlex system to:

Docket Number and Case Title: 75890 - SFR INV.'S POOL 1, LLC VS. NATIONSTAR MORTG. LLC

Case Category Civil Appeal

Information current as of: Jun 11 2018 08:56 p.m.

Electronic notification will be sent to the following:

Ariel Stern

Melanie Morgan

Tenesa Powell

/s/ Jacqueline A. Gilbert

An employee of Kim Gilbert Ebron