

IN THE SUPREME COURT OF THE STATE OF NEVADA

NATIONSTAR MORTGAGE LLC,

Appellant,

vs.

WEST SUNSET 2050 TRUST,

Respondent.

Case No. 79271

Related Case No. 70754

Electronically Filed
Feb 28 2020 06:59 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

APPEAL

From the Eighth Judicial District Court, Department XIII
The Honorable Elizabeth Gonzalez, District Judge
District Court Case No. A-13-691323-C

**APPENDIX TO OPENING BRIEF¹,
VOLUME V**

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DATED February 28, 2020.

AKERMAN LLP

/s/ Scott R. Lachman

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CERTIFICATE OF SERVICE

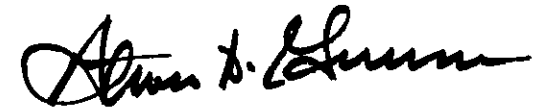
I certify that I electronically filed on February 28, 2020, the foregoing **APPENDIX TO OPENING BRIEF, VOLUME V** with the Clerk of the Court for the Nevada Supreme Court by using the CM/ECF system. I further certify that all parties of record to this appeal either are registered with the CM/ECF or have consented to electronic service.

[] By placing a true copy enclosed in sealed envelope(s) addressed as follows: Not applicable.

[X] (By Electronic Service) Pursuant to CM/ECF System, registration as a CM/ECF user constitutes consent to electronic service through the Court's transmission facilities. The Court's CM/ECF systems sends an e-mail notification of the filing to the parties and counsel of record listed above who are registered with the Court's CM/ECF system.

[X] (Nevada) I declare that I am employed in the office of a member of the bar of this Court at whose discretion the service was made.

/s/ Carla Llarena
An employee of Akerman LLP



CLERK OF THE COURT

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DISTRICT COURT

CLARK COUNTY, NEVADA

WEST SUNSET 2050 TRUST, a Nevada Trust

Plaintiff,

vs.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a
Nevada Limited Liability Partnership
STEPHANIE TABLANTE, an individual,
DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

AND ALL RELATED CLAIMS.

Case No.: A-13-691323-C

Dept. No.: XXI

**MOTION FOR FINAL JUDGMENT
PURSUANT TO RULE 54(B) AND TO
STAY REMAINING CLAIMS PENDING
CONCLUSION OF APPEAL ON AND
ORDER SHORTENING TIME**

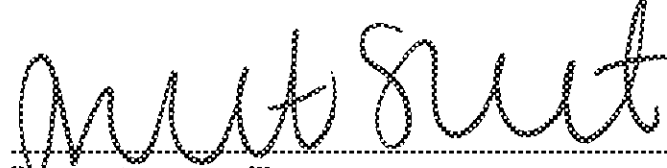
Plaintiff/counter-defendant West Sunset 2050 Trust ("West Sunset"), by and through its counsel of record, the law firm MAIER GUTIERREZ AYON, hereby files this motion for final judgment pursuant to Rule 54(b) and to stay remaining claims pending conclusion of appeal on an order shortening time. This motion is made and based upon the following memorandum of points and

1 authorities, the declaration and exhibits attached hereto, the papers and pleadings on file herewith
2 and any oral argument of counsel at the time of the hearing.

3 DATED this 28th day of September, 2016.

4 Respectfully submitted,

5 MAIER GUTIERREZ AYON

6 

7 LUIS AYON, ESQ.

8 Nevada Bar No. 9752

9 MARGARET E. SCHMIDT, ESQ.

10 Nevada Bar No. 12489

11 8816 Spanish Ridge Avenue

12 Las Vegas, Nevada 89148

13 *Attorneys for Plaintiff/Counter-Defendant*

14 *West Sunset 2050 Trust*

1 **DECLARATION OF COUNSEL IN SUPPORT OF ORDER SHORTENING TIME**

2 I, MARGARET E. SCHMIDT, ESQ., hereby declare as follows:

3 1. I am an attorney with the law firm of MAIER GUTIERREZ AYON, counsel for West
4 Sunset. I am knowledgeable of the facts contained herein and am competent to testify thereto.

5 2. I make this declaration pursuant to EDCR 2.26 and Nev. R. Civ. P. 6(d) and in
6 support of West Sunset's motion for a final judgment pursuant to Rule 54(b) and to stay remaining
7 claims pending conclusion of appeal (the "Motion") on an order shortening time ("OST").

8 3. The instant Motion is brought so that the Court may expressly certify the February 8,
9 2016 order granting Nationstar Mortgage, LLC's ("Nationstar") countermotion for summary
10 judgment and denying West Sunset's motion for summary judgment (the "Order") as final, and to
11 stay any remaining claims so that West Sunset may be able to proceed with its appeal.

12 4. On November 6, 2013, West Sunset initiated this litigation, alleging claims for: (1)
13 declaratory relief/quiet title against New Freedom Mortgage Corporation ("New Freedom"),
14 Nationstar, Bank of America, N.A. ("BANA"), The Cooper Castle Law Firm, LLP ("Cooper
15 Castle"), and Stephanie Tablante ("Tablante"); and (2) preliminary and permanent injunction
16 against Nationstar and Cooper Castle. *See* Complaint, attached hereto as Exhibit 1.

17 5. On May 20, 2014, Nationstar answered West Sunset's complaint and alleged
18 counterclaims and cross-claims for: (1) quiet title against West Sunset and Tablante; (2) declaratory
19 relief against West Sunset and Tablante; (3) slander of title against Tablante; (4) breach of contract
20 against Tablante; (5) breach of implied covenant of good faith and fair dealing against Tablante;
21 and (6) unjust enrichment against West Sunset. *See* Answer, Counterclaim and Cross-Claim,
22 attached hereto as Exhibit 2.

23 6. Following Tablante and New Freedom's failure to make an appearance in this
24 litigation, defaults were entered against them on July 29, 2015 on West Sunset's claims for relief;
25 however, default judgments have not been entered. *See* Defaults, attached hereto as Exhibit 3.

26 7. Cooper Castle was dismissed from the case via an order entered by the Court on
27 February 3, 2014. *See* Notice of Entry of Order, attached hereto as Exhibit 4.

28 ///

1 8. On May 22, 2015, West Sunset filed its motion for summary judgment, arguing that
2 West Sunset holds superior title to all defendants in this action because the Deed in Lieu and the
3 HOA foreclosure sale extinguished all other interests the defendants may have previously held.
4 Therefore, West Sunset requested that summary judgment be entered in its favor on all its claims as
5 well as all of Nationstar's counterclaims. *See* Motion for Summary Judgment, on file.

6 9. Nationstar and BANA filed their opposition to West Sunset's motion on June 10,
7 2015 and counter-moved for entry of summary judgment on Nationstar counterclaims/cross-claims,
8 arguing in part that the HOA foreclosure sale did not extinguish the Deed of Trust and was void for
9 being unconstitutional and commercially unreasonable. *See* Opposition and Countermotion for
10 Summary Judgment, on file.

11 10. On February 8, 2016, the Court entered its Order denying West Sunset's motion for
12 summary judgment and granting Nationstar's countermotion for summary judgment, which was
13 noticed on February 16, 2016. *See* Notice of Entry of Order, attached hereto as **Exhibit 5**.

14 11. Following a denial of West Sunset's motion for reconsideration, on July 1, 2016,
15 West Sunset noticed its appeal of the Order.

16 12. West Sunset's appeal was assigned to the NRAP 16 settlement program; however,
17 the settlement judge recommended that the appeal be removed from the settlement program and
18 briefing was reinstated. *See* Order Removing from Settlement Program and Reinstating Briefing,
19 attached hereto as **Exhibit 6**.

20 13. On August 29, 2016, the Nevada Supreme Court issued an order to show cause as to
21 why the appeal should not be dismissed for lack of jurisdiction, as it appears that the Court has not
22 entered a final written judgment adjudicating all the rights and liabilities of all the parties, and the
23 Order has not been certified as final pursuant to NRCP 54(b). *See* Order to Show Cause, p. 1,
24 attached hereto as **Exhibit 7**.

25 14. The deadline to respond to the order to show cause is September 28, 2016. *Id.* at p.
26 2.

27 15. In light of the Nevada Supreme Court's order to show cause, a final judgment is
28 necessary for West Sunset to proceed with its appeal.

1 16. Accordingly, I have contacted counsel of record for Nationstar and BANA on
2 numerous occasions requesting a stipulation to certify the Order as a final judgment, and prepared a
3 proposed stipulation for Nationstar and BANA's approval. *See* Emails, attached hereto as Exhibit
4 8; *see also* Proposed Stipulation and Order, attached hereto as Exhibit 9.

5 17. I also informed opposing counsel that I would file the instant Motion if I did not
6 receive her client's approval of the proposed stipulation and order by September 27, 2016; however,
7 to date, opposing counsel has not responded. *See* Ex. 8.

8 18. Nationstar and BANA are therefore on notice of the relief being sought herein and
9 their counsel will be emailed a copy of this motion once filed.

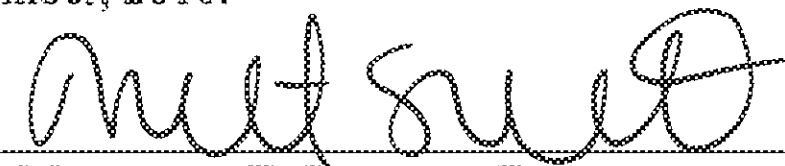
10 19. Moreover, if the requested order shortening time is granted, it will be promptly
11 served along with the instant Motion by an acceptable method on all parties pursuant to the
12 requirements of EDCR 2.26, EDCR 7.26 and Nev. R. Civ. P. 5(b).

13 20. Based on the foregoing, the requirements of Nev. R. Civ. P. 65(b), NRS 33.010 and
14 EDCR 2.26 have been met and the circumstances described above constitute good cause for the
15 shortening of time to hear West Sunset's Motion.

16 21. This declaration and Motion is made in good faith and not for purposes of delay.

17 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is
18 true and correct to the best of my knowledge, information and belief.

19 EXECUTED this 28th day of September, 2016.

20 
21 MARGARET E. SCHMIDT, ESO.

ORDER SHORTENING TIME

IT IS HEREBY ORDERED, that the MOTION FOR FINAL JUDGMENT PURSUANT TO RULE 54(B) AND TO STAY REMAINING CLAIMS PENDING CONCLUSION OF APPEAL shall be heard on the 26th day of October, 2016, at the hour of 9:30 a.m./p.m., or as soon as the matter may be heard by the Court.

IT IS FURTHER ORDERED that an opposition, if the opposing parties desire to file one, shall be filed and served on or before October 18th. A reply shall be filed and served on or before October 21st.

DATED this 7th day of October, 2016.

Valerie Adams
DISTRICT COURT JUDGE

EW

Respectfully submitted by:

MAIER GUTIERREZ AYON

[Signature]
LUIS A. AYON, ESQ.
Nevada Bar No. 9752
MARGARET E. SCHMIDT, ESQ.
Nevada Bar No. 12489
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
*Attorneys for Plaintiff/Counter-Defendant
West Sunset 2050 Trust*

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1 via an order entered on February 3, 2014. *See* Ex. 4.

2 On May 22, 2015, West Sunset filed its motion for summary judgment, arguing that West
3 Sunset holds superior title to all defendants in this action because the Deed in Lieu and the HOA
4 foreclosure sale extinguished all other interests the defendants may have previously held. Therefore,
5 West Sunset requested that summary judgment be entered in its favor on all its claims as well as all
6 of Nationstar's counterclaims. Nationstar and BANA filed their opposition to West Sunset's motion
7 on June 10, 2015 and counter-moved for entry of summary judgment on Nationstar
8 counterclaims/cross-claims, arguing in part that the HOA foreclosure sale did not extinguish the
9 Deed of Trust and was void for being unconstitutional and commercially unreasonable.

10 Following a hearing on the matter, on July 24, 2015, the Court issued a minute order denying
11 West Sunset's motion for summary judgment, and granting only Nationstar's countermotion for
12 summary judgment (despite BANA's inclusion as a party in the opposition and countermotion for
13 summary judgment). The Order memorializing the Court's minute order was filed on February 8,
14 2016 and noticed on February 16, 2016. *See* Ex. 5.

15 Pursuant to the Order, the Court concluded as follows: (1) Nationstar and BANA were
16 entitled to receive the HOA foreclosure notices as the Deed of Trust could be effected by the HOA's
17 sale; (2) Tablante's Deed in Lieu was a false recording and did not strip the beneficiary of the Deed
18 of Trust of its property rights; (3) the HOA's agent failed to provide any foreclosure notices to the
19 beneficiary of the Deed of Trust, thereby depriving the beneficiary of the right to cure the
20 delinquency; and (4) absent the requisite notices, the foreclosure sale did not extinguish the Deed of
21 Trust. *See* Ex. 5.

22 On March 4, 2016, West Sunset filed a motion for reconsideration pursuant to NRCP 59(e),
23 which was denied by an order entered on May 31, 2016 and noticed on June 3, 2016. Thereafter, on
24 July 1, 2016, West Sunset noticed its appeal of the Order. Following assignment of the appeal to the
25 NRAP 16 settlement program, the settlement judge recommended that the appeal be removed from
26 the settlement program and briefing was reinstated. *See* Ex. 6.

27 On August 29, 2016, the Nevada Supreme Court issued an order to show cause as to why the
28 appeal should not be dismissed for lack of jurisdiction, as it appears that the Court has not entered a

1 final written judgment adjudicating all the rights and liabilities of all the parties, and the Order has
2 not been certified as final pursuant to NRCP 54(b). See Ex. 7, p. 1. In light of the Nevada Supreme
3 Court's order to show cause, and because multiple parties are involved, a final judgment is
4 necessary for West Sunset to proceed with its appeal.

5 II. LEGAL ARGUMENT

6 The Nevada Supreme Court has jurisdiction to review "a final judgment entered in an action
7 or proceeding commenced in the court in which the judgment is rendered." NRAP 3A(b)(1).
8 "[W]hen multiple parties are involved in an action, a judgment is not final unless the rights and
9 liabilities of all parties are adjudicated." *Rae v. All Am. Life & Cas. Co.*, 95 Nev. 920, 922, 605 P.2d
10 196, 197 (1979).

11 There is, however, a vehicle under which a plaintiff may obtain a judgment that is
12 immediately appealable. Rule 54(b) of the Nevada Rules of Civil Procedure provides that "[w]hen
13 multiple parties are involved, the court may direct the entry of a final judgment as to one or more
14 but fewer than all of the parties only upon an express determination that there is no just reason for
15 delay and upon an express direction for the entry of judgment." NRCP 54(b); see also
16 *Hallicrafters Co. v. Moore*, 102 Nev. 526, 528, 728 P.2d 441, 442 (1986) ("[A] judgment or order
17 of the district court which completely removes a party or a claim from a pending action may be
18 certified as final 'only upon an express determination that there is no just reason for delay.'").

19 Upon considering a request to certify a judgment based on the elimination of a party, the
20 district court should: (1) "consider the prejudice to that party in being forced to wait to bring its
21 appeal"; and (2) "consider the prejudice to the parties remaining below if the judgment is certified
22 as final." *Mallin v. Farmers Ins. Exch.*, 106 Nev. 606, 611, 797 P.2d 978, 981 (1990).

23 "Because the district court is in the best position to consider the above factors, a
24 certification of finality pursuant to NRCP 54(b) based on the elimination of a party will be
25 presumed valid and will be upheld by this court absent a gross abuse of discretion." *Id.* at 981-82.
26 In order to prevent piecemeal appeals, "the standard against which a district court's exercise of
27 discretion is to be judged is the 'interest of sound judicial administration.'" *Curtiss-Wright Corp.*
28 *v. Gen. Elec. Co.*, 446 U.S. 1, 10, 100 S. Ct. 1460 (1980) (quoting *Sears, Roebuck & Co. v.*

1 *Mackey*, 351 U.S. 427, 437, 76 S. Ct. 895 (1956)).¹ Thus, “the proper role of the court of appeals
2 is not to reweigh the equities or reassess the facts but to make sure that the conclusions derived
3 from those weighings and assessments are juridically sound and supported by the record.” *Id.*

4 Here, the Court’s Order entered judgment on all of Nationstar’s counterclaims/cross-claims
5 as well as West Sunset’s claims against Nationstar, thereby removing Nationstar from the litigation.
6 Moreover, the conclusions arrived at by the Court in denying West Sunset’s motion for summary
7 judgment effectively resolved its remaining claim for declaratory relief/quiet title against BANA,
8 New Freedom and Tablante. Therefore, no important issues remain below that must be resolved
9 prior to the Nevada Supreme Court’s consideration of the issues on appeal, nor would piecemeal
10 litigation result by certifying the Order as final.

11 On the other hand, requiring the Parties to continue litigation on such claims whose
12 resolution has already been determined by reasonable inference of the Court’s Order would be an
13 inefficient use of judicial resources. Additionally, New Freedom and Tablante have not participated
14 in this matter and West Sunset has already obtained defaults against them on its claims.
15 Accordingly, no prejudice will result to the remaining claims pending below and there is no just
16 reason to delay West Sunset’s appeal. The Court may enter a final appealable judgment pursuant to
17 Rule 54(b) and stay the remaining claim against BANA, New Freedom and Tablante for declaratory
18 relief/quiet title pending the outcome of West Sunset’s appeal.

19 III. CONCLUSION

20 Based on the foregoing, West Sunset respectfully requests that the Court amend the February
21 8, 2016 Order to: (1) include a certification of final judgment pursuant to NRCP 54(b); (2) expressly
22 determine that there is no just reason to delay appellate review and direct that the Order constitute a
23 final judgment pursuant to Rule 54(b) with respect to fewer than all of the parties in this case; and
24 (3) stay West Sunset’s remaining claim for declaratory relief/quiet title against BANA, New
25

26 ¹ The Nevada Supreme Court has held that “[f]ederal cases interpreting the Federal Rules of Civil
27 Procedure ‘are strong persuasive authority, because the Nevada Rules of Civil Procedure are based
28 in large part upon their federal counterparts.’” *Executive Mgmt., Ltd. v. Ticor Title Ins. Co.*, 118
Nev. 46, 53, 38 P.3d 872, 876 (2002) (quoting *Las Vegas Novelty v. Fernandez*, 106 Nev. 113, 119,
787 P.2d 772, 776 (1990)).

1 Freedom and Tablante pending the conclusion of West Sunset's appeal.

2 DATED this 28th day of September, 2016.

3 Respectfully submitted,

4 MAIER GUTIERREZ AYON

5 

6 LUIS AYON, ESQ.

7 Nevada Bar No. 9752

8 MARGARET E. SCHMIDT, ESQ.

9 Nevada Bar No. 12489

10 8816 Spanish Ridge Avenue

11 Las Vegas, Nevada 89148

12 *Attorneys for Plaintiff/Counter-Defendant*

13 *West Sunset 2050 Trust*

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EXHIBIT 1

EXHIBIT 1

CIVIL COVER SHEET

Clark County, Nevada

Case No. _____
(Assigned by Clerk's Office)

A- 13- 691323- C

XXI

I. Party Information

Plaintiff(s) (name/address/phone): WEST SUNSET 2050 TRUST, a Nevada Trust

Attorney (name/address/phone):

Luis A. Ayon, Esq., Margaret E. Schmidt, Esq., Maier Gutierrez Ayon, 2500 W. Sahara Avenue, Suite 106, Las Vegas, NV 89102 (702) 629-7900

Defendant(s) (name/address/phone): NEW FREEDOM MORTGAGE CORPORATION, a Foreign Corporation; BANK OF AMERICA, N.A., a National Association; NATIONSTAR MORTGAGE LLC, a Foreign Limited Liability Company, COOPER CASTLE LAW FIRM, LLP, a Nevada Limited Liability Partnership STEPHANIE TABLANTE, an individual, DOES I through X; and ROE CORPORATIONS I through X, inclusive

Attorney (name/address/phone):

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.)

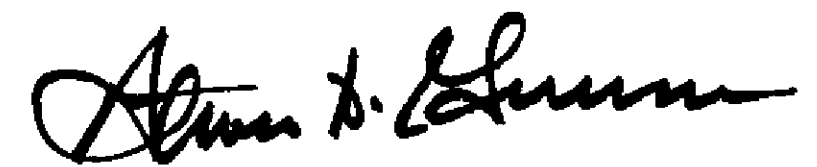
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| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input checked="" type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

November 6, 2013

Date

Signature of initiating party or representative

See other side for family-related case filings.



CLERK OF THE COURT

COMP
LUIS A. AYON, ESQ.
Nevada Bar No. 9752
MARGARET E. SCHMIDT, ESQ.
Nevada Bar No. 12489
MAIER GUTIERREZ AYON
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Telephone: (702) 629-7900
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mes@mgalaw.com

Attorneys for West Sunset 2050 Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

WEST SUNSET 2050 TRUST, a Nevada Trust

Plaintiff,

vs.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a
Nevada Limited Liability Partnership
STEPHANIE TABLANTE, an individual,
DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

Case No.: **A- 13 - 691323 - C**

Dept. No.: **XXI**

COMPLAINT

Arbitration Exemptions:

- 1. Action for Declaratory Relief**
- 2. Action Concerning Real Property**

Plaintiff WEST SUNSET 2050 TRUST ("Plaintiff" or the "Trust"), by and through its attorneys of record, the law firm MAIER GUTIERREZ AYON, PLLC, hereby demands quiet title against the above named defendants, defendants DOES I through X, and ROE CORPORATIONS I through X (collectively, "Defendants"), as follows:

GENERAL ALLEGATIONS

1. This lawsuit involves real property located at 7255 W. Sunset Road, Unit 2050, Las Vegas, Nevada 89113, and bearing Assessor's Parcel Number 176-03-510-102 (the "Property").

2. Plaintiff WEST SUNSET 2050 TRUST ("Plaintiff" or the "Trust") is, and at all times pertinent hereto was, a resident of the State of Nevada.

3. Plaintiff is the present record owner of the Property.

4. The Property is subject to a set of CC&Rs recorded by the Tuscano Homeowners Association ("Tuscano HOA").

5. Plaintiff acquired the Property on or about June 22, 2013, by successfully bidding on the Property at a publicly held foreclosure action in accordance with NRS 116.3116, *et seq.*

6. The foreclosure sale was conducted pursuant to NRS 116.3116, *et seq.*, and all requirements of law regarding the mailing of the copies of the Notice of Default and Election to Sell, and the mailing, posting, and publication of the Notice of Foreclosure Sale have been complied with.

7. Pursuant to NRS 116.3116(2), the entire HOA lien is prior to all other liens and encumbrances of unit except:

1. Liens and encumbrances recorded before the recordation of the declaration and, in a cooperative, liens and encumbrances which the association creates, assumes, or takes subject to;
2. A first security interest on the unit recorded before the date on which the 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
3. Liens for real estate taxes and other governmental assessments or charges against the unit or cooperative.

8. NRS 116.3116(2) further provides that a portion of the HOA Lien has priority over even a first security interest in the Property.

9. On June 24, 2013, the foreclosure deed was recorded in the Official Records of the Clark County Recorder as Instrument No. 201306240003127 (the "Deed").

10. Since purchasing the Property, Plaintiff has expended significant additional funds and resources in relation to the Property.

11. Upon information and belief, on or about December 7, 2005, Defendant Stephanie Tablante, obtained a mortgage from Defendant New Freedom Mortgage Corporation ("New Freedom Mortgage") for the purchase of the Property.

1 12. Upon information and belief, Defendant New Freedom Mortgage is foreign
2 corporation. However, Defendant New Freedom Mortgage is not registered with the Nevada
3 Secretary of State as a corporation authorized to do business in the State of Nevada.

4 13. Defendant New Freedom Mortgage recorded a deed of trust with the Clark County
5 Recorder's office as Instrument No. 200512070002367 on or about December 7, 2005 ("New
6 Freedom DOT"). Defendant Stephanie Tablante was the borrower under the mortgage and
7 executed the New Freedom DOT as security for the mortgage.

8 14. On or about March 3, 2011, Defendant Stephanie Tablante transferred her interest
9 in the Property to Defendant New Freedom Mortgage via a Deed in Lieu of Foreclosure.
10 Defendant New Freedom Mortgage recorded the Deed in Lieu of Foreclosure with the Clark
11 County Recorder's office as Instrument Number 20113030003444.

12 15. On or about June 21, 2011, the Deed in Lieu of Foreclosure was rerecorded with the
13 Clark County Recorder's office as Instrument Number 201106210002567.

14 16. After Defendant Stephanie Tablante signed her interest in the Property over to
15 Defendant New Freedom Mortgage, Defendant New Freedom Mortgage became the owner of the
16 Property and was responsible for all the maintenance associated with the Property, including the
17 homeowner assessments.

18 17. On or about July 29, 2011, Mortgage Electronic Registration Systems, Inc.
19 ("MERS") recorded an assignment of deed of trust against the Property with the Clark County
20 Recorder's office as Instrument Number 201107290000895 ("MERS Assignment").

21 18. The MERS Assignment purportedly assigned Defendant New Freedom Mortgage's
22 interest in the New Freedom Mortgage DOT to BAC Home Loans Servicing, LP FKA
23 Countrywide Home Loan Servicing LP ("BAC Home Loans").

24 19. Is it unclear why the MERS Assignment occurred because the New Freedom
25 Mortgage DOT was extinguished after ownership of the Property was transferred to Defendant
26 New Freedom Mortgage.

27 20. On or about March 20, 2013, Defendant Bank of America, N.A. ("BANA")
28 recorded an assignment ("Nationstar Assignment") that purported to transfer BANA's interest to

1 Defendant Nationstar Mortgage LLC ("Nationstar"). The Nationstar Assignment was recorded
2 with the Clark County Recorder's office as Instrument Number 201303200000887.

3 21. Defendant New Freedom Mortgage was the owner of the Property at the time the
4 Nationstar Assignment was made

5 22. On or about September 18, 2013, Defendant Cooper Castle Law Firm, LLP
6 ("Cooper Castle"), as Trustee under the New Freedom DOT, recorded a Notice of Breach and
7 Default ("NOD") against the Property. The NOD was recorded with the Clark County Recorder's
8 office as Instrument Number 201309180002103.

9 23. As previously stated, the New Freedom DOT was extinguished after Defendant
10 Stephanie Tablante transferred her interest in the Property to Defendant New Freedom Mortgage.

11 24. Upon information and belief, each of the defendants sued herein as DOES I through
12 X, inclusive, are responsible in some manner for the events and happenings herein referred to,
13 which thereby proximately caused the injuries and damages to plaintiff as alleged herein; that
14 when the true names and capacities of such defendants become known, plaintiff will ask leave of
15 this Court to amend this complaint to insert the true names, identities and capacities together with
16 proper charges and allegations.

17 25. Upon information and belief, each of the defendants sued herein as ROE
18 CORPORATIONS I thought X, inclusive, are responsible in same manner for the events and
19 happenings herein referred to, which thereby proximately caused the injuries and damages to
20 plaintiff as alleged herein; that when the true names and capacities of such defendants become
21 known, plaintiff will ask leave of this Court to amend this complaint to insert the true names,
22 identities and capacities together with proper charges and allegations.

23 **FIRST CLAIM FOR RELIEF**

24 **(Declaratory Relief/Quiet Title Pursuant to NRS 30.010 and 116.3116, et seq.**

25 **against all Defendants)**

26 26. Plaintiff repeats and realleges the allegations of the preceding paragraphs of the
27 complaint as though fully set forth herein and incorporate the same herein by reference.

28 27. This Court has the power and authority to declare the Plaintiff's rights and interests

1 in the Property, and the resolution of Defendants' adverse claims, if any, to it.

2 28. Plaintiff acquired the Property via a NRS 116 foreclosure sale on or about June 22,
3 2013. Thereafter, Plaintiff properly recorded the Deed on June 24, 2013.

4 29. Defendant New Freedom Mortgage, as the owner of the Property, was required to
5 maintain the HOA assessments.

6 30. Defendants were duly notified of the HOA foreclosure sale and failed to act to
7 protect their interests. Defendants have sat on their rights and effectively have abandoned their
8 security interests, if any ever legitimately existed.

9 31. Furthermore, an NRS 116 foreclosure sale, like all foreclosure sales, extinguishes
10 junior security interests. Pursuant to NRS 116.3116, a Homeowners Association ("HOA") lien is
11 superior in priority to all mortgage encumbrances. Therefore, an NRS 116 foreclosure sale
12 extinguishes all mortgage encumbrances, if any remained in place.

13 32. Defendants are unable to satisfy the stringent requirements of Nevada Assembly
14 Bill No. 284, as codified, and effectively have abandoned their security interests.

15 33. Plaintiff is entitled to a declaratory judgment from this Court finding that: (1)
16 Plaintiff is the owner of the Property; (2) Plaintiff's Deed is valid and enforceable; and (3)
17 Plaintiff's rights to the Property and interest in the Property are superior to any adverse interest
18 claimed by Defendants and are therefore extinguished.

19 34. Plaintiff seeks an order from the Court quieting title to the Property in favor of
20 Plaintiff and extinguishing any interest Defendants may have therein.

21 **SECOND CLAIM FOR RELIEF**

22 **(Preliminary and Permanent Injunction against Defendants Cooper Castle and Nationstar)**

23 35. Plaintiff repeats and realleges the allegations of the preceding paragraphs of the
24 complaint as though fully set forth herein and incorporate the same herein by reference.

25 36. Defendants may claim an interest in the Property by way of a competing deed of
26 trust or other interest that was extinguished by the HOA foreclosure sale or otherwise abandoned.

27 37. As such, Defendants may improperly attempt to foreclose upon the Property and
28 sell it at a trustee's sale.

38. Such a trustee's sale would be invalid as Defendants have lost or otherwise abandoned their interests in the Property.

39. On the basis of the facts described herein, Plaintiff has a reasonable probability of success on the merits of its claims.

40. Plaintiff is entitled to a preliminary and permanent injunction prohibiting Defendants, each of them, from initiating any foreclosure proceedings that would affect the title to the Property.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff WEST SUNSET 2050 TRUST, prays for judgment against Defendants, and each of them, as follows:

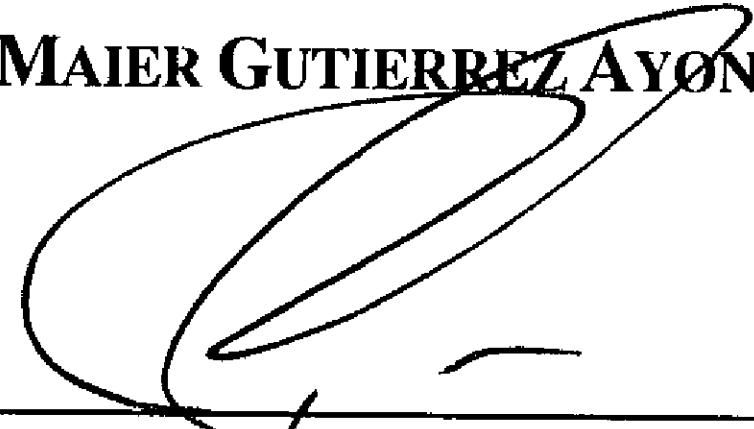
1. For a declaration and determination that Plaintiff is the rightful holder of title to the Property and that Defendants, and each of them, be declared to have no right, title or interest in the Property;

2. For a preliminary and permanent injunction that Defendants, and each of them, are prohibited from initiating foreclosure proceedings on the Property; and

3. For such other and further relief as the Court may deem proper.

DATED this 6th day of November, 2013.

MAIER GUTIERREZ AYON



LUIS AYON, ESQ.
Nevada Bar No. 9752
MARGARET E. SCHMIDT, ESQ.
Nevada Bar No. 12489
2500 W. Sahara Ave, Suite 106
Las Vegas, Nevada 89102
Attorneys for Plaintiff West Sunset 2050 Trust

EXHIBIT 2

EXHIBIT 2


CLERK OF THE COURT

AACR
ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
ALLISON R. SCHMIDT, ESQ.
Nevada Bar No. 10743
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, NV 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: ariel.stern@akerman.com
Email: allison.schmidt@akerman.com

*Attorneys for Defendant Nationstar
Mortgage, LLC*

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

WEST SUNSET 2050 TRUST, a Nevada Trust,
Plaintiff,

v.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE,
LLC, a Foreign Limited Liability Company;
COOPER CASTLE LAW FIRM, LLP, a Nevada
Limited Liability Partnership; STEPHANIE
TABLANTE, an individual; DOES I through X;
and ROE CORPORATIONS I through X,
inclusive,

Defendants.

Case No.: A-13-691323-C
Dept.: XXI

**NATIONSTAR MORTGAGE, LLC'S
ANSWER, COUNTERCLAIM AGAINST
WEST SUNSET 2050 TRUST AND CROSS-
CLAIM AGAINST STEPHANIE
TABLANTE**

Nationstar Mortgage, LLC, (**Nationstar**), answers plaintiff NEVADA NEW BUILDS LLC's
complaint as follows:

1. Nationstar lacks sufficient knowledge or information to admit or deny the allegations
set forth in paragraphs 1-4, 10-13, 34, and 36 of the complaint and denies each allegation contained
in those paragraphs on that basis.

2. Nationstar denies the allegations set forth in paragraphs 5-7, 14, 16, 19, 21, 23-25, 28-
33, and 37-40 of the complaint.

3. With respect to paragraph 8 of the complaint, Nationstar responds that the law cited

{28649609;1}

AKERMAN LLP
1160 TOWN CENTER DRIVE, SUITE 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 -- FAX: (702) 380-8572

1 speaks for itself.

2 4. With respect to paragraphs 9, 15, 17, 18, 20, and 22 of the complaint, Nationstar
3 responds that the recorded documents referenced speak for themselves.

4 5. With respect to paragraph 15 of the complaint, Nationstar denies that plaintiff is
5 entitled to the relief described therein.

6 6. Paragraph 27 of the complaint is merely a statement of this Court's jurisdiction, and
7 no response thereto is required.

8 **WHEREFORE**, Nationstar prays for the following:

- 9 1. That plaintiff takes nothing by way of its complaint;
10 2. For attorney's fees and costs of defending this action; and
11 3. For such other and further relief as this Court deems just and proper.

12 **AFFIRMATIVE DEFENSES**

13 1. Plaintiff fails to state claims upon which relief may be granted.
14 2. The foreclosure sale at issue cannot eliminate a senior deed of trust under NRS
15 116.311635 and NRS 21.130.

16 3. The foreclosure sale at issue cannot eliminate a senior deed of trust because it was
17 commercially unreasonable.

18 4. The foreclosure sale at issue is void due to lack of proper notice.

19 5. Nationstar acted in good faith at all times.

20 6. Due to plaintiff's own actions, plaintiff is estopped from asserting the claims in the
21 complaint.

22 7. Plaintiff's claims may be barred by applicable limitations on actions, including the
23 statute of limitations.

24 8. The liability, if any, of Nationstar must be reduced by the percentage of fault of
25 plaintiff and others.

26 9. Plaintiff's claims and causes of action are barred, in whole or in part, due to plaintiff's
27 failure to mitigate, minimize, or otherwise avoid its alleged damages.

10. Plaintiff's claims are barred because any injury it suffered was the result of the actions of an intervening superseding cause over which Nationstar had no control.

11. Plaintiff's claims are barred pursuant to the laches doctrine.

12. Any act or omission on the part of Nationstar was not the proximate cause of the alleged injuries or damages, if any, sustained by plaintiff.

13. The liability of Nationstar, if any, is several and not joint and several, and based upon each defendant's own acts and not the acts of others.

14. Nationstar owed no duty to plaintiff.

15. Nationstar was unaware of any wrongdoing by any other defendant or third party.

16. Nationstar did not ratify the actions of any other defendant.

17. Plaintiff has waived any claims against Nationstar.

18. Plaintiff has released any claims against Nationstar.

19. Plaintiff has failed to do equity.

20. Plaintiff acted with unclean hands.

21. Plaintiff assumed the risks when it purchased the property.

22. Plaintiff has not stated any basis to rescind any instruments or liens encumbering the property.

23. Plaintiff is not a *bona fide* purchaser.

24. Nationstar reserves the right to assert additional affirmative defenses that become apparent during discovery.

COUNTERCLAIM AND CROSS-CLAIM

Nationstar counterclaims against plaintiff West Sunset 2050 Trust (**West Sunset**), and cross-claims against defendant Stephanie Tablante (**Tablante**), as follows:

1. Upon information and belief, West Sunset is a trust and citizen of Nevada.

2. Upon information and belief, Tablante is a resident of the state of Nevada.

3. Nationstar is a Delaware limited liability company with its principal place of business in the State of Texas.

FACTUAL BACKGROUND

6. Tablante financed the purchase of the property by obtaining a mortgage loan in the amount of \$176,750 from New Freedom Mortgage Corporation.

7. A deed of trust securing the mortgage loan obtained by Tablante was recorded on the property as instrument no. 200512070002367 in the Clark County official records.

8. Upon information and belief Tablante, or her agent, unilaterally attempted to deed the property back to New Freedom Mortgage Corporation by creating and recording a false deed in lieu of foreclosure.

9. The improper deed in lieu of foreclosure was recorded first as instrument no. 201103030003444, and was later re-recorded as instrument no. 201106210002567.

10. Upon information and belief, neither deed in lieu of foreclosure was ever accepted by New Freedom Mortgage Corporation.

11. Neither deed in lieu of foreclosure bear any signature of New Freedom Mortgage Corporation.

12. The deeds in lieu of foreclosure do not satisfy the Nevada Statute of Frauds, codified as NRS 111.220.

13. On or about July 28, 2011, the deed of trust was assigned to BAC Home Loans Servicing, LP.

14. The assignment to BAC Home Loans Servicing, LP was recorded as instrument no. 201107290000895.

15. On or about February 28, 2013, the deed of trust was assigned to Nationstar.

16. The assignment to Nationstar was recorded as instrument no. 201303200000887.

17. On or about April 4, 2014, Red Rock Financial Services, on behalf of the Tuscano HOA recorded a lien for purported delinquent assessments, which stated that \$2695.10 was due and owing.

18. The assessment lien was addressed to New Freedom Mortgage Company, despite the fact that Tablante was still the property owner, and responsible for the assessments on the property.

19. On or about May 29, 2012 Red Rock Financial Services, on behalf of the Tuscao HOA recorded a notice of default, which claimed that \$4018.40 was due and owing.

20. The notice of default was addressed to New Freedom Mortgage Company, despite the fact that Tablante was still the property owner, and responsible for the assessments on the property.

21. On May 29, 2103, United Legal Service, Inc., on behalf of the Tuscano HOA recorded a notice of sale, claiming that \$7806.42 was due and owing.

22. The notice of sale was addressed to New Freedom Mortgage Company, despite the fact that Tablante was still the property owner, and responsible for the assessments on the property.

23. On or about June 22, 2013, the Tuscano HOA purported to sell the property at foreclosure auction to West Sunset.

24. A trustee's deed upon sale was recorded on June 24, 2013 as instrument no. 201306240003127.

25. The trustee's sale was void as the required notices were not provided in accordance with the requirements of NRS Chapter 116.

26. The trustee's deed failed to contain any recitation of the consideration allegedly given by West Sunset.

FIRST CLAIM FOR RELIEF—QUIET TITLE

(Against West Sunset 2050 Trust and Stephanie Tablante)

26. Nationstar repeats and realleges each and every allegation contained in paragraphs 1 through 25 of its counterclaim and cross-claim as if fully incorporated herein.

27. Tablante's deeds in lieu of foreclosure were ineffective to transfer title of the property to New Freedom Mortgage Corporation.

1 28. Because the deeds in lieu of foreclosure were ineffective, Nationstar has a valid and
2 enforceable security interest in the property as the assignee of the deed of trust.

3 29. The Tuscano HOA foreclosure sale was void because all notices were not provided as
4 required by NRS Chapter 116.

5 30. Because the HOA foreclosure sale was void, West Sunset possesses no valid interest
6 in the property and is unlawfully asserting a claim to title to the property adverse to that of
7 Nationstar.

8 31. Nationstar has been required to retain Akerman LLP to prosecute this counterclaim
9 and cross-claim, and Nationstar is entitled to recover its fees and costs.

10 **SECOND CLAIM FOR RELIEF—DECLARATORY RELIEF**

11 **(Against West Sunset 2050 Trust and Stephanie Tablante)**

12 32. Nationstar repeats and realleges each and every allegation contained in paragraphs 1
13 through 31 of its counterclaim and cross-claim as if fully incorporated herein.

14 33. A controversy exists as to title to the real property, the validity of Nationstar's
15 security interest, and the validity of the HOA foreclosure sale.

16 34. Pursuant to NRS 30.010, Nationstar is entitled to an order establishing that
17 Nationstar's deed of trust is a valid encumbrance upon the property, and the June 22, 2013 HOA
18 foreclosure sale was void for lack of notice.

19 **THIRD CLAIM FOR RELIEF—SLANDER OF TITLE/VIOLATION OF NRS 239.330**

20 **(Against Stephanie Tablante)**

21 35. Nationstar repeats and realleges each and every allegation contained in paragraphs 1
22 through 34 of its counterclaim and cross-claim as if fully incorporated herein.

23 36. Upon information and belief, the deeds in lieu of foreclosure recorded by Tablante, or
24 her agent, were false and malicious communications.

25 37. By recording the improper deeds in lieu of foreclosure, Tablante disparaged
26 Nationstar's interest in the property.

27 38. Tablante's recording of the improper deeds in lieu of foreclosure have resulted in
28 special damages, including but not limited to clouding the title to the property, and possible loss of

1 Nationstar's security interest and its right to foreclose upon the property as a remedy for Tablante's
2 breach of her mortgage loan agreement. The damages sustained by Nationstar are in excess of
3 \$10,000.

4 39. Tablante's actions were willful, wanton and malicious and entitle Nationstar to
5 exemplary damages.

6 **FOURTH CLAIM FOR RELIEF—BREACH OF CONTRACT**

7 **(Against Stephanie Tablante)**

8 40. Nationstar repeats and realleges each and every allegation contained in paragraphs 1
9 through 39 of its counterclaim and cross-claim as if fully incorporated herein.

10 41. Tablante and Nationstar are parties to the deed of trust, attached hereto as **Exhibit A**.

11 42. The deed of trust prohibits Tablante from transferring any interest in the property
12 without the beneficiary's consent.

13 43. The deed of trust requires Tablante to perform all obligations under the governing
14 documents and covenants, codes, and restrictions of the Tuscano HOA.

15 44. Upon information and belief, Tablante breached the terms of the deed of trust by
16 attempting to convey her interest in the property to New Freedom Mortgage Corporation.

17 45. Upon information and belief, Tablante failed to perform her obligations under the
18 Tuscano governing documents and covenants, codes, and restrictions, by failing to pay her periodic
19 assessments as required.

20 46. As a result of Tablante's breach of the deed of trust, Nationstar has sustained damages
21 in excess of \$10,000.

22 **FOURTH CLAIM FOR RELIEF—BREACH OF THE IMPLIED**

23 **COVENANT OF GOOD FAITH AND FAIR DEALING**

24 **(Against Stephanie Tablante)**

25 47. Nationstar repeats and realleges each and every allegation contained in paragraphs 1
26 through 46 of its counterclaim and cross-claim as if fully incorporated herein.

27 48. The implied covenant of good faith and fair dealing is required in every contract
28 under Nevada Law.

1 49. Tablante and Nationstar are parties to the deed of trust.

2 50. The purpose of the deed of trust was to secure repayment of Tablante's mortgage
3 loan, and provide the beneficiary with a foreclosure remedy in the event of Tablante's default.

4 51. Tablante performed in a way that us unfaithful to the purpose of the deed of trust by
5 unilaterally attempting to reconvey her interest in the property to New Freedom Mortgage Company.

6 52. Nationstar's expectations under the deed of trust have been denied.

7 53. As a result of Tablante's breach of the implied covenant of good faith and fair
8 dealing, Nationstar has sustained damages in excess of \$10,000.

9 **FIFTH CLAIM FOR RELIEF—UNJUST ENRICHMENT**

10 **(Against West Sunset 2050 Trust)**

11 54. Nationstar repeats and realleges each and every allegation contained in paragraphs 1
12 through 53 of its counterclaim and cross-claim as if fully incorporated herein.

13 55. Nationstar has been unable to proceed with foreclosure as a result of West Sunset's
14 possession of the property.

15 56. Upon information and belief, West Sunset leases the property to an unknown third
16 party.

17 57. West Sunset has retained the rental funds, which should equitably belongs to
18 Nationstar.

19 58. As a result of West Sunset's conduct, Nationstar has sustained damages in excess of
20 \$10,000.

21 **WHEREFORE**, Nationstar prays for relief from this Court as follows:

22 1. For an Order of the Court quieting title in Tablante's name (subject to Nationstar's
23 deed of trust), voiding the HOA's foreclosure sale, and upholding the validity and
24 enforceability of Nationstar's deed of trust;

25 2. For declaratory relief determining the parties' respective rights and obligations under
26 NRS 30.010;

27 3. For general damages in excess of \$10,000;

28 4. For special damages in excess of \$10,000;

5. For exemplary damages in excess of \$10,000.
6. For reasonable attorney's fees and costs; and
7. For such further relief as this Court deems appropriate.

DATED this 19th day of May, 2014.

AKERMAN LLP

/s/ Allison R. Schmidt

ARIEL E. STERN, ESQ.

Nevada Bar No. 8276

ALLISON R. SCHMIDT, ESQ.

Nevada Bar No. 10743

1160 Town Center Drive, Ste. 330

Las Vegas, Nevada 89144

Attorneys for Defendant Nationstar Mortgage, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 20th day of May, 2014 and pursuant to NRCP 5, I deposited for mailing in the U.S. Mail a true and correct copy of the foregoing **NATIONSTAR MORTGAGE, LLC'S ANSWER, COUNTERCLAIM AGAINST WEST SUNSET 2050 TRUST AND CROSS-CLAIM AGAINST STEPHANIE TABLANTE**, postage prepaid and addressed to:

Luis A. Ayon, Esq.
Margaret E. Schmidt, Esq.
MAIER GUTIERREZ AYON
2500 W. Sahara Ave., Ste. 106
Las Vegas, NV 89102

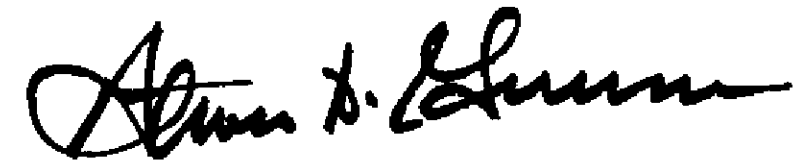
Attorneys for Plaintiff

/s/ Lucille Chiusano

An employee of AKERMAN LLP

EXHIBIT 3

EXHIBIT 3



CLERK OF THE COURT

1 DFLT
LUIS A. AYON, ESQ.
2 Nevada Bar No. 9752
MARGARET E. SCHMIDT, ESQ.
3 Nevada Bar No. 12489
MAIER GUTIERREZ AYON
4 400 South Seventh Street, Suite 400
Las Vegas, Nevada 89101
5 Telephone: (702) 629-7900
Facsimile: (702) 629-7925
6 E-mail: laa@mgalaw.com
mes@mgalaw.com
7
8 *Attorneys for Plaintiff/Counterdefendant*
West Sunset 2050 Trust

9
10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 WEST SUNSET 2050 TRUST, a Nevada Trust
13 Plaintiff,

14 vs.

15 NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
16 BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
17 LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a
18 Nevada Limited Liability Partnership
STEPHANIE TABLANTE, an individual,
19 DOES I through X; and ROE
CORPORATIONS I through X, inclusive,
20

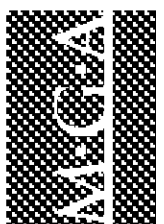
21 Defendants.

22 AND ALL RELATED CLAIMS.
23

Case No.: A-13-691323-C
Dept. No.: XXI

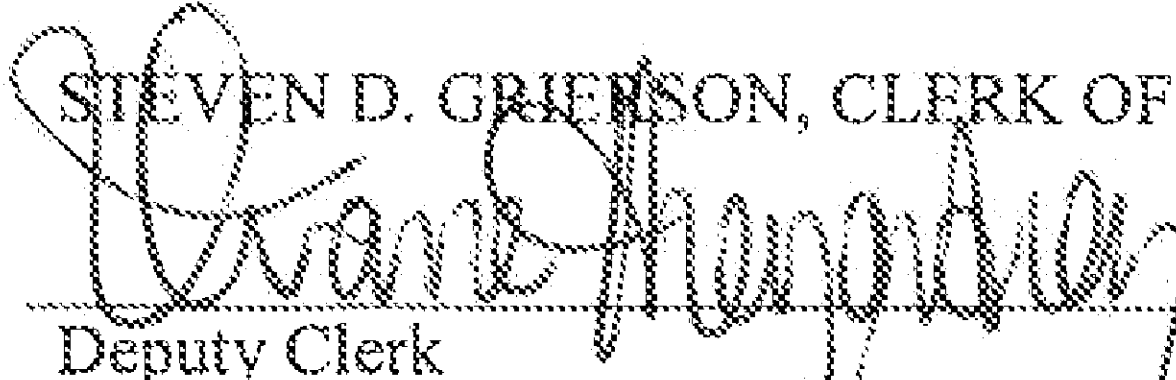
DEFAULT AGAINST STEPHANIE
TABLANTE

24 It appearing from the files and records in the above-entitled action that STEPHANIE
25 TABLANTE, the defendant herein, having been duly served with a copy of the summons and
26 complaint by publication in the Nevada Legal News on September 10, 2014, September 17, 2014,
27 September 24, 2014, October 1, 2014 and October 8, 2014 and mailed to defendant on September 9,
28 2014 by U.S. Mail to the last known addresses; that more than twenty (20) days, exclusive of the



1 final date of publication, having expired since service upon the defendant by publication; that no
2 answer or other appearance having been filed and no further time having been granted, the default of
3 defendant STEPHANIE TABLANTE for failing to answer or otherwise plead to plaintiff West
4 Sunset 2050 Trust's complaint is hereby entered.

5 STEVEN D. GRIERSON, CLERK OF THE COURT

6 
7 Deputy Clerk

8 Regional Justice Court

9 200 Lewis Avenue

Las Vegas, Nevada 89155

JUL 27 2018

Date

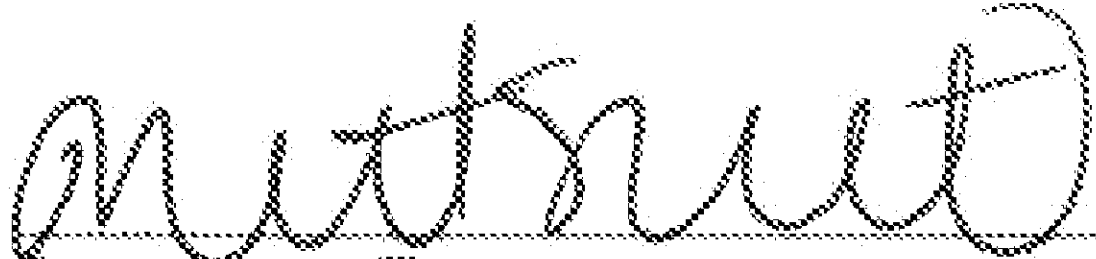
VONNE HERNANDEZ

AWA1323

10 The undersigned hereby requests and directs the entry of default.

11 Respectfully submitted,

12 MAIER GUTIERREZ AYON

13 

14 LUIS AYON, ESQ.

15 Nevada Bar No. 9752

16 MARGARET E. SCHMIDT, ESQ.

17 Nevada Bar No. 12489

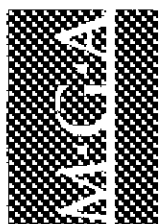
18 400 South Seventh Street, Suite 400

19 Las Vegas, Nevada 89101

20 Attorneys for Plaintiff/Counterdefendant West


21 Sunset 2050 Trust

MAIER GUTIERREZ AYON PLLC
ATTORNEYS AT LAW



AFFP
A 691323

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CLERK OF THE COURT

Affidavit of Publication

STATE OF NEVADA }
COUNTY OF CLARK } SS

DISTRICT COURT
CLARK COUNTY, NEVADA
Case No.: A 691323 Dept. No.: XXI

WEST SUNSET 2050 TRUST, a Nevada Trust Plaintiff,
vs. NEW FREEDOM MORTGAGE CORPORATION, a Foreign Corporation; BANK
OF AMERICA, N.A., a National Association; NATIONSTAR MORTGAGE LLC, a
Foreign Limited Liability Company, COOPER CASTER LAW FIRM, LLP, a Nevada
Limited Liability Partnership STEPHANIE TABLANTE, an individual, DOES I through
X; and ROE CORPORATIONS I through X, inclusive, Defendants.

SUMMONS - CIVIL

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
READ THE INFORMATION BELOW. STEPHANIE TABLANTE A civil Complaint has
been filed by the Plaintiff against you for the relief set forth in the Complaint. Object
of Action: This is a Complaint for Title to Property - Quiet Title. 1. If you intend to
defend this lawsuit, within 20 days after this Summons is served on you, exclusive of
the day of service, you must do the following: (a) File with the Clerk of the Court,
whose address is shown below, a formal written response to the Complaint in
accordance with the rules of the Court, with the appropriate filing fee. (b) Serve a
copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiffs
and failure to so respond will result in a judgment of default against you for the relief
demanded in the Complaint, which could result in the taking of money or property or
other relief requested in the Complaint. 3. If you intend to seek the advice of an
attorney in this matter, you should do so promptly so that your response may be filed
on time. 4. The State of Nevada, its political subdivisions, agencies, officers,
employees, board members, commission members and legislators each have 45
days after service of this Summons within which to file and Answer or other
responsive pleading to the Complaint. CLERK OF THE COURT, s/ Joshua Raak,
Deputy Clerk, Date 11-7-13, Regional Justice Court, 200 Lewis Avenue, Las Vegas,
Nevada 89155, MAIER GUTIERREZ AYON, s/ LUIS A. AYON, ESQ., Nevada Bar
No. 9752, MARGARET E. SCHMIDT, ESQ., Nevada Bar No. 12489, 2500 West
Sahara Avenue, Suite 108, Las Vegas, Nevada 89102. Telephone: (702) 629-7900,
Facsimile: (702) 629-7925, E-mail: laa@mgalaw.com, mes@mgalaw.com, Attorneys
for West Sunset 2050 Trust
Published in Nevada Legal News
September 10, 17, 24, October 1, 8, 2014

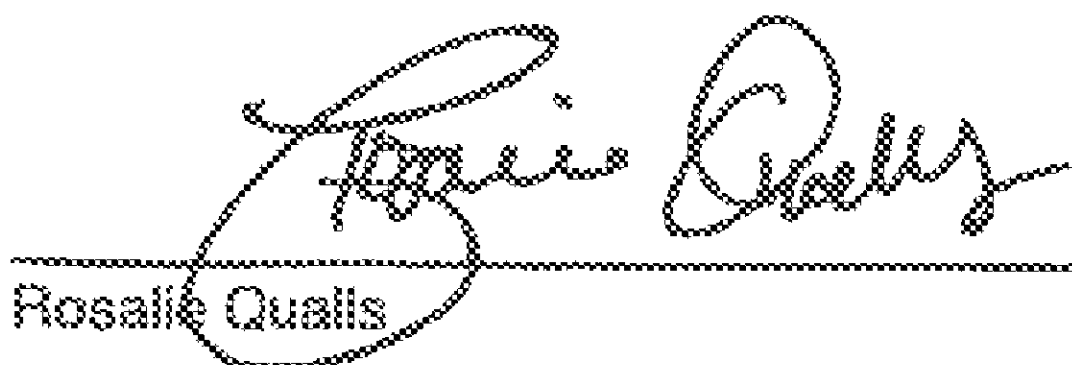
I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada
Legal News, a daily newspaper of general circulation,
printed and published in Las Vegas, Clark County,
Nevada; that the publication, a copy of which is attached
hereto, was published in the said newspaper on the
following dates:

Sep 10, 2014
Sep 17, 2014
Sep 24, 2014
Oct 01, 2014
Oct 08, 2014

That said newspaper was regularly issued and circulated
on those dates. I declare under penalty of perjury that the
foregoing is true and correct.

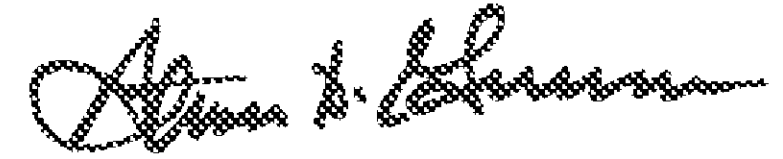
DATED: Oct 08, 2014



Rosalie Qualls

04108253 00381302 702-629-7925

MAIER GUTIERREZ AYON
400 SOUTH SEVENTH STREET
SUITE 400
LAS VEGAS, NV 89101



CLERK OF THE COURT

1 CSERV
LUIS A. AYON, ESQ.
2 Nevada Bar No. 9752
MARGARET E. SCHMIDT, ESQ.
3 Nevada Bar No. 12489
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4 400 South Seventh Street, Suite 400
Las Vegas, Nevada 89101
5 Telephone: (702) 629-7900
Facsimile: (702) 629-7925
6 E-mail: laa@mgalaw.com
mes@mgalaw.com
7
8 *Attorneys for West Sunset 2050 Trust*

9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 WEST SUNSET 2050 TRUST, a Nevada Trust
12
13 Plaintiff,

14 vs.

15 NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
16 BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
17 LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a
18 Nevada Limited Liability Partnership
STEPHANIE TABLANTE, an individual,
19 DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

20 Defendants.
21

Case No.: A-13-691323-C
Dept. No.: XXI

CERTIFICATE OF SERVICE

22 **CERTIFICATE OF SERVICE**

23 I hereby certify that on the 9th day of September, 2014, I served a copy of the summons and
24 complaint by depositing a true and correct copy of the same, enclosed in a sealed envelope upon
25 which first class postage was fully prepaid, certified U.S. Mail, return receipt requested, deposited
26 with the United States Postal Service in Las Vegas, Nevada, addressed as follows:

27 ///

28 ///

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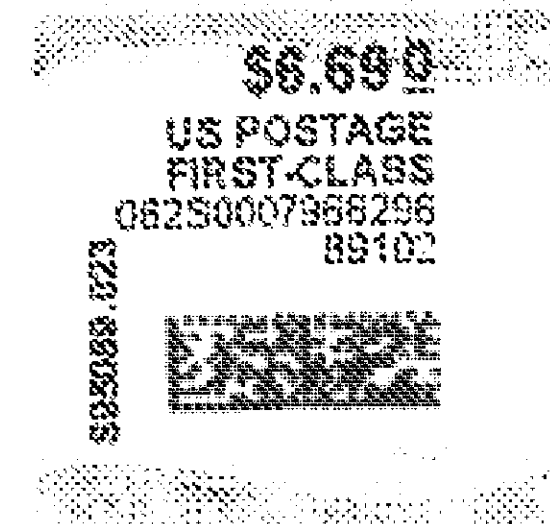
Stephanie Tablante
708 Kelso Way
Las Vegas, Nevada 89107

/s/ Charity Barber
An Employee of MAIER GUTIERREZ AYON

ALIER GUTIERREZ AYON P.L.C.
ATTORNEYS AT LAW

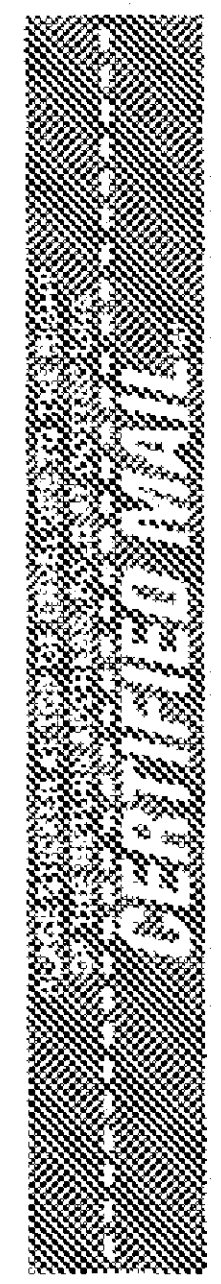
400 South Seventh Street • Suite 400
Las Vegas, Nevada 89101

Stephanie Tablante
708 Kelso Way
Las Vegas, Nevada 89107



SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none">Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.Print your name and address on the reverse so that we can return the card to you.Attach this card to the back of the mailpiece, or on the front if space permits.	<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>E. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
1. Article Addressed to: STEPHANIE TABLANTE 708 KELSO WAY LAS VEGAS, NV 89107	
2. Article Number (Transfer from service label) 7012 1640 0000 7761 1089	

PS Form 3811, February 2004 Domestic Return Receipt 102593-02-04-1840



7012 1640 0000 7761 1089
7012 1640 0000 7761 1089

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For collection information visit us online at www.usps.com	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Sent to STEPHANIE TABLANTE	
Street Apt. P.O. 708 KELSO WAY	
or PO Box No. LAS VEGAS, NV 89107	
City, State, ZIP+4	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Stephanie Tablante
716 Kelso Way
Las Vegas, NV 89107

2. Article Number

(transfer from service label)

7012 1640 0000 7761 1089

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

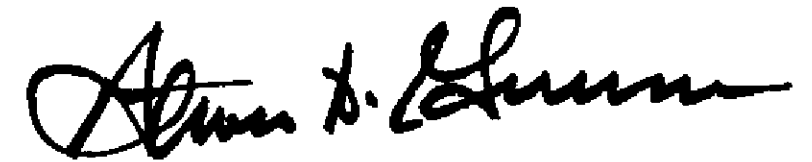
SEP 15 2014

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☒ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes



CLERK OF THE COURT

1 DFLT
LUIS A. AYON, ESQ.
2 Nevada Bar No. 9752
MARGARET E. SCHMIDT, ESQ.
3 Nevada Bar No. 12489
MAIER GUTIERREZ AYON
4 400 South Seventh Street, Suite 400
Las Vegas, Nevada 89101
5 Telephone: (702) 629-7900
Facsimile: (702) 629-7925
6 E-mail: laa@mgalaw.com
mes@mgalaw.com

7 *Attorneys for Plaintiff/Counterdefendant*
8 *West Sunset 2050 Trust*

9
10 DISTRICT COURT
11 CLARK COUNTY, NEVADA

12 WEST SUNSET 2050 TRUST, a Nevada Trust
13 Plaintiff,

14 vs.

15 NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
16 BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
17 LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a
18 Nevada Limited Liability Partnership
STEPHANIE TABLANTE, an individual,
19 DOES I through X; and ROE
CORPORATIONS I through X, inclusive,
20

21 Defendants.

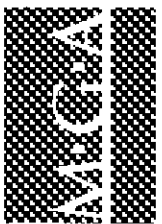
22 AND ALL RELATED CLAIMS.
23

Case No.: A-13-691323-C
Dept. No.: XXI

DEFAULT AGAINST NEW FREEDOM
MORTGAGE CORPORATION

24 It appearing from the files and records in the above-entitled action that NEW FREEDOM
25 MORTGAGE CORPORATION, the defendant herein, having been duly served with a copy of the
summons and complaint on November 25, 2013; that more than twenty (20) days, exclusive of the
day of service having since expired upon the defendant; that no answer or other appearance having
been filed and no further time having been granted, the default of defendant NEW FREEDOM

MAIER GUTIERREZ AYON PLLC
ATTORNEYS AT LAW



RECEIVED

JUL 24 2015

CLERK OF THE COURT

1 MORTGAGE CORPORATION for failing to answer or otherwise plead to plaintiff West Sunset
2 2050 Trust's complaint is hereby entered.

3 STEVEN D. GRIERSON, CLERK OF THE COURT

4
5 Deputy Clerk
6 Regional Justice Court
7 200 Lewis Avenue
8 Las Vegas, Nevada 89155

IVY HERNANDEZ Date

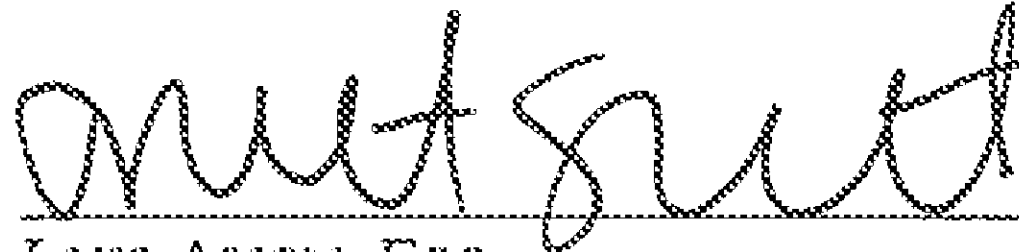
JUL 27 2015

A691323

8 The undersigned hereby requests and directs the entry of default.

9 Respectfully submitted,

10 MAIER GUTIERREZ AYON

11 

12 LUIS AYON, ESQ.

Nevada Bar No. 9752

13 MARGARET E. SCHMIDT, ESQ.

Nevada Bar No. 12489

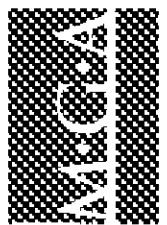
14 400 South Seventh Street, Suite 400

Las Vegas, Nevada 89101

15 Attorneys for Plaintiff/Counterdefendant West

16 Sunset 2050 Trust

MAIER GUTIERREZ AYON P.C.
ATTORNEYS AT LAW



AFFIDAVIT OF SERVICE

State of NEVADA

County of CLARK

District Court

Case Number: A-13-691323-C

Electronically Filed
12/11/2013 02:05:28 PM

Plaintiff:

WEST SUNSET 2050 TRUST

vs.

Defendant:

NEW FREEDOM MORTGAGE CORPORATION; BANK OF AMERICA, N.A.;
NATIONSTAR MORTGAGE LLC; COOPER CASTLE LAW FIRM, LLC;
STEPHANIE TABLANTE; DOES I THROUGH X; AND ROE CORPORATIONS I
THROUGH X

For:

SUMM

Las Vegas, NV 89129

Received by AM:PM LEGAL SOLUTIONS on the 22nd day of November, 2013 at 2:17 pm to be served on NEW FREEDOM MORTGAGE CORPORATION, 2363 SOUTH FOOTHILL DRIVE, SALT LAKE CITY, UT 84109.

I, GRANT ROLL, being duly sworn, depose and say that on the 25th day of November, 2013 at 11:50 am, I:

SERVED the within named CORPORATION by delivering a true copy of the SUMMONS & COMPLAINT with the date and hour of service endorsed thereon by me to ELIZABETH CARDENAS as AUTHORIZED LEGAL AGENT of the within named corporation, in compliance with state statutes.

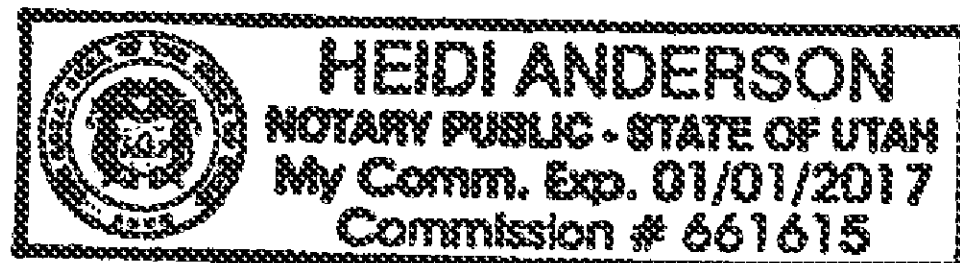
Additional Information pertaining to this Service:

Attempted Service: 2363 SOUTH FOOTHILL DRIVE, SALT LAKE CITY, UT 84109

11-25-13 11:50am served Elizabeth Cardenas/Authorized

I am over the age of 21 and have no interest in the above action.

UCA 78B-5-705. I declare under criminal penalty that the foregoing is true and correct.



Subscribed and Sworn to before me on the 25th day of November, 2013 by the affiant who is personally known to me.

A handwritten signature in cursive script, appearing to read 'Heidi Anderson', written over a horizontal line.

NOTARY PUBLIC

A handwritten signature in cursive script, appearing to read 'Grant Roll', written over a horizontal line.

GRANT ROLL

Private Investigator A103235

AM:PM LEGAL SOLUTIONS

520 S. 7th St.

Ste. B

Las Vegas, NV 89101

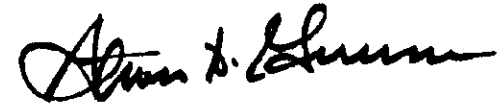
(702) 385-2676

Our Job Serial Number: AND-2013005006

Ref: 5111

EXHIBIT 4

EXHIBIT 4



CLERK OF THE COURT

1 **NOTC**

2 Jason Peck, Esq.
3 Nevada Bar No.: 10183
4 THE COOPER CASTLE LAW FIRM, LLP
5 A Multi-Jurisdictional Law Firm
6 5275 South Durango Drive,
7 Las Vegas, Nevada 89113
8 (702) 435-4175 Telephone
9 (702) 877-7424 Facsimile
10 E-Mail: japeck@ccfirm.com
11 *Attorney for The Cooper Castle Law Firm, LLP*

12
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**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

WEST SUNSET 2050 TRUST, a Nevada Trust,

Plaintiff,

vs.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a Nevada
Limited Liability Partnership; STEPHANIE
TABLANTE, an individual, DOES I through X;
and ROE CORPOARTIONS I THROUGH x,
INCLUSIVE,

Defendants.

Case No: A-13-691323-C
Dept. No. XXI

NOTICE OF ENTRY OF ORDER

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DATED this 4th day of February, 2014.

/s/ Jason Peck, Esq.
Jason Peck, Esq.
Nevada Bar No.: 10183
5275 South Durango Drive,
Las Vegas, Nevada 89113
(702) 435-4175 Telephone
(702) 877-7424 Facsimile
Attorney for The Cooper Castle Law Firm, LLP

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Luis Ayon, Esq.
MAIER GUTIERREZ AYON
400 South Seventh Street, Ste 400
Las Vegas, Nevada 89101


24

25

26

27

28



CLERK OF THE COURT

1 **ORDR**

2 Jason M. Peck, Esq.
3 Nevada Bar No.: 10183
4 THE COOPER CASTLE LAW FIRM, LLP
5 A Multi-Jurisdictional Law Firm
6 5275 South Durango Drive,
7 Las Vegas, Nevada 89113
8 (702) 435-4175 Telephone
9 (702) 877-7424 Facsimile
10 E-Mail: japeck@ccfirm.com
11 Attorney for The Cooper Castle Law Firm, LLP

12 **EIGHTH JUDICIAL DISTRICT COURT**
13 **CLARK COUNTY, NEVADA**

14 WEST SUNSET 2050 TRUST, a Nevada Trust,

15 Plaintiff,

16 vs.

17 NEW FREEDOM MORTGAGE
18 CORPORATION, a Foreign Corporation;
19 BANK OF AMERICA, N.A., a National
20 Association; NATIONSTAR MORTGAGE
21 LLC, a Foreign Limited Liability Company,
22 COOPER CASTLE LAW FIRM, LLP, a Nevada
23 Limited Liability Partnership; STEPHANIE
24 TABLANTE, an individual, DOES I through X;
25 and ROE CORPOARTIONS I THROUGH x,
26 INCLUSIVE,

27 Defendants.

Case No: A-13-691323-C


Dept. No. XXI

28 **ORDER GRANTING DISMISSAL OF**
THE COOPER CASTLE LAW FIRM, LLP

Defendant The Cooper Castle Law Firm, LLP ("CCLF")'s Motion to Dismiss, having come on for hearing in Department XXI of the Eighth Judicial District Court, Clark County, Nevada; and Defendant CCLF being represented by Jason M. Peck, Esq., and Defendant Bank of America, N.A. being represented by J. Christopher Jorgensen, Esq., and Plaintiff being represented by Margaret E. Schmidt, Esq., and after review and consideration of the points and authorities on file, and the argument of counsel, and good cause therefore;

EXHIBIT 5

EXHIBIT 5



CLERK OF THE COURT

1 **NEOJ**
2 ARIEL E. STERN, ESQ.
3 Nevada Bar No. 8276
4 ALLISON R. SCHMIDT, ESQ.
5 Nevada Bar No. 10743
6 AKERMAN LLP
7 1160 Town Center Drive, Suite 330
8 Las Vegas, NV 89144
9 Telephone: (702) 634-5000
10 Facsimile: (702) 380-8572
11 Email: ariel.stern@akerman.com
12 Email: allison.schmidt@akerman.com

13 *Attorneys for Defendant Nationstar Mortgage, LLC*

14 **EIGHTH JUDICIAL DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 WEST SUNSET 2050 TRUST, a Nevada Trust,
17
18 Plaintiff,

19 v.

20 NEW FREEDOM MORTGAGE
21 CORPORATION, a Foreign Corporation;
22 BANK OF AMERICA, N.A., a National
23 Association; NATIONSTAR MORTGAGE,
24 LLC, a Foreign Limited Liability Company;
25 COOPER CASTLE LAW FIRM, LLP, a Nevada
26 Limited Liability Partnership; STEPHANIE
27 TABLANTE, an individual; DOES I through X;
28 and ROE CORPORATIONS I through X,
inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

v.

WEST SUNSET 2050 TRUST, a Nevada Trust,

Counter-Defendant.

Case No.: A-13-691323-C
Dept.: XXI

NOTICE OF ENTRY OF ORDER

1 NATIONSTAR MORTGAGE, LLC,
2 Cross-Claimant,
3 v.
4 STEPHANIE TABLANTE,
5 Cross-Defendant.

6 PLEASE TAKE NOTICE that the Order has been entered on the 8th day of February, 2016,
7 in the above-captioned matter. A copy of said Order is attached hereto as Exhibit A.

8 DATED this 16th day of February, 2016.

9 **AKERMAN LLP**

10 */s/ Allison R. Schmidt*

11 ARIEL E. STERN, ESQ.

12 Nevada Bar No. 8276

13 ALLISON R. SCHMIDT, ESQ.

14 Nevada Bar No. 10743

15 1160 Town Center Drive, Suite 330

16 Las Vegas, Nevada 89144

17 *Attorneys for Defendant Nationstar Mortgage, LLC*

CERTIFICATE OF SERVICE

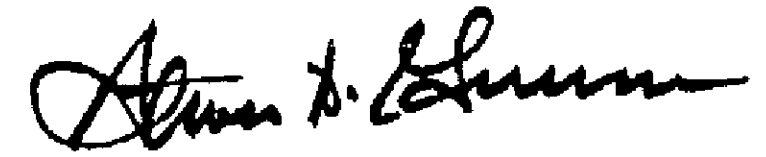
I HEREBY CERTIFY that on this 16th day of February, 2016 and pursuant to NRCP 5(b), I served through this Court's electronic service notification system ("Wiznet") a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER** addressed to:

Luis A. Ayon, Esq.
MAIER GUTIERREZ AYON PLLC
cmb@mgalaw.com
djb@mgalaw.com
dtr@mgalaw.com
jrm@mgalaw.com
jag@mgalaw.com
laa@mgalaw.com
mes@mgalaw.com
ndv@mgalaw.com
Attorneys for West Sunset 2050 Trust

/s/ Brieanne Siriwan
An employee of AKERMAN LLP

EXHIBIT A

EXHIBIT A



CLERK OF THE COURT

ORDR

ARIEL E. STERN, ESQ.
Nevada Bar No. 8276
ALLISON R. SCHMIDT, ESQ.
Nevada Bar No. 10743
AKERMAN LLP
1160 Town Center Drive, Suite 330
Las Vegas, NV 89144
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: ariel.stern@akerman.com
Email: allison.schmidt@akerman.com

*Attorneys for Defendant Nationstar
Mortgage, LLC*

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

WEST SUNSET 2050 TRUST, a Nevada Trust,

Plaintiff,

v.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE,
LLC, a Foreign Limited Liability Company;
COOPER CASTLE LAW FIRM, LLP, a Nevada
Limited Liability Partnership; STEPHANIE
TABLANTE, an individual; DOES I through X;
and ROE CORPORATIONS I through X,
inclusive,

Defendants.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

v.

WEST SUNSET 2050 TRUST, a Nevada Trust,

Counter-Defendant.

Case No.: A-13-691323-C
Dept.: XXI

**ORDER GRANTING NATIONSTAR
MORTGAGE LLC'S COUNTERMOTION
FOR SUMMARY JUDGMENT AND
DENYING PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

AKERMAN LLP

1160 TOWN CENTER DRIVE, SUITE 330
LAS VEGAS, NEVADA 89144
TEL.: (702) 634-5000 - FAX: (702) 380-8572

1 NATIONSTAR MORTGAGE, LLC,
2 Cross-Claimant,
3 v.
4 STEPHANIE TABLANTE,
5 Cross-Defendant.
6

7 **ORDER GRANTING NATIONSTAR MORTGAGE LLC'S COUNTERMOTION FOR**
8 **SUMMARY JUDGMENT AND DENYING PLAINTIFF'S MOTION FOR SUMMARY**
9 **JUDGMENT**

10 Nationstar Mortgage, LLC's (**Nationstar**) countermotion for summary judgment came on for
11 hearing before this court on June 24, 2015. Allison R. Schmidt, Esq. appeared on behalf of
12 Nationstar. Luis Ayon, Esq. appeared on behalf of Plaintiff, West Sunset 2050 Trust. The court,
13 having reviewed the countermotion and opposition thereto, as well as Plaintiff's competing motion
14 for summary judgment, the opposition thereto and reply, and good cause appearing hereby grants
15 summary judgment in favor of Nationstar.

16 **FINDINGS OF FACT**

17 1. Stephanie Tablante (**Tablante**) purchased the property located at 7255 W. Sunset
18 Road, Unit 2050, Las Vegas, Nevada on or about December 2, 2005.

19 2. To finance the purchase of the property, Tablante obtained a loan from New
20 Freedom Mortgage Corporation in the amount of \$176,760.00, which was secured by a senior
21 deed of trust recorded against the property.

22 3. Tablante contacted Bank of America in 2011 in hopes of obtaining a deed in lieu
23 of foreclosure on her property, but never obtained approval from Bank of America for the deed
24 in lieu.

25 4. Tablante, through her attorney, unilaterally recorded a false deed in lieu to New
26 Freedom Mortgage Corporation.

27 5. According to the Utah Secretary of State, New Freedom Mortgage Corporation
28 no longer existed after 2008, having merged into iFreedom Direct Corporation.

6. The deed in lieu that was recorded by Tablante is not signed by either New Freedom Mortgage Corporation or Bank of America, NA.

7. The cover page of the deed in lieu recorded by Tablante indicated the documents was to be returned to the offices of John Peter Lee, Esq. upon recording.

8. Red Rock Financial Services (**RRFS**) recorded a notice of delinquent assessment lien on April 4, 2012.

9. Later, RRFS recorded a Notice of Default on May 29, 2013.

10. RRFS did not provide any foreclosure notices to Bank of America, which was the record beneficiary of the senior deed of trust.

11. Prior to the foreclosure sale, the senior deed of trust was assigned to Nationstar.

12. A foreclosure sale was held by United Legal Services on June 22, 2013, where the property was sold to Plaintiff for \$7,800.

13. The declaration of value recorded with the trustee's deed lists the value of the property at the time of the sale as \$63,280.00.

CONCLUSIONS OF LAW

1. Under Nev. R. Civ. P. 56, a motion for summary judgment should be granted "when the pleadings and other evidence on file demonstrate that no 'genuine issue as to any material fact [remains] and that the moving party is entitled to judgment as a matter of law.'" *Wood v. Safeway*, (2005) 121 Nev. 724, 729; 121 P.3d 1026, 1029; NRCP 56(c).

2. Materiality is dependent on the underlying substantive law, and includes only those factual disputes that could change the ultimate outcome of a case. *Id.* All evidence and inferences are viewed in a light most favorable to the non-moving party on a summary judgment motion. *Id.*

3. Nationstar and its predecessor in interest, Bank of America, was entitled to receive the foreclosure notices as the senior deed of trust could be effected by the foreclosure sale. NRS 116.31168, NRS 116.31163(2); *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 313, 70 S.Ct. 652, 94 L.Ed. 865 (1950).

4. Tablante's recording of a false deed in lieu of foreclosure did not strip the beneficiary of the senior deed of trust of its property rights.

1 5. RRFS failed to provide any foreclosure notices to the beneficiary of the senior deed
2 of trust. As a result, the beneficiary had no opportunity to cure the delinquency in assessment
3 payments.

4 6. Because of the failure to provide the required notices to the beneficiary of the senior
5 deed of trust, the foreclosure sale did not extinguish the senior deed of trust.

6 ORDER

7 IT IS HEREBY ORDERED that Nationstar's Countermotion for Summary Judgment is
8 GRANTED;

9 IT IS FURTHER ORDERED that Plaintiff's Motion for Summary Judgment is DENIED.

10 DATED this 4th day of February, 2016.

11 Valerie Adams
12 District Court Judge atw

13 Submitted by:

14 A. Stern
15 ARIEN E. STERN, ESQ.
16 Nevada Bar No. 8276
17 ALLISON R. SCHMIDT, ESQ.
18 Nevada Bar No. 10743
19 1160 Town Center Drive, Suite 330
20 Las Vegas, Nevada 89144
21 Attorneys for Defendant Nationstar Mortgage, LLC

22 Approved as to form and content:

23 (provided to plaintiff's counsel but did not sign)

24 Luis A. Ayon, Esq.
25 Margaret E. Schmidt, Esq.
26 2500 W. Sahara Ave., Ste. 106
27 Las Vegas, NV 89102
28 Attorneys for Plaintiff

EXHIBIT 6

EXHIBIT 6

IN THE SUPREME COURT OF THE STATE OF NEVADA

WEST SUNSET 2050 TRUST, A
NEVADA TRUST,
Appellant,
vs.
NATIONSTAR MORTGAGE, LLC, A
FOREIGN LIMITED LIABILITY
COMPANY,
Respondent.

No. 70754

FILED

AUG 15 2016

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

*ORDER REMOVING FROM SETTLEMENT PROGRAM
AND REINSTATING BRIEFING*

Pursuant to the recommendation of the settlement judge and good cause appearing, this appeal is removed from the settlement program. See NRAP 16. Accordingly, we reinstate the deadlines for requesting transcripts and filing briefs.

Appellant shall have 15 days from the date of this order to file and serve a transcript request form. See NRAP 9(a).¹ Further, appellant shall have 90 days from the date of this order to file and serve the opening brief and appendix.² Thereafter, briefing shall proceed in accordance with NRAP 31(a)(1).

It is so ORDERED.

[Signature], C.J.

¹ If no transcript is to be requested, appellant shall file and serve a certificate to that effect within the same time period. NRAP 9(a).

² In preparing and assembling the appendix, counsel shall strictly comply with the provisions of NRAP 30.

cc: Craig A. Hoppe, Settlement Judge
Maier Gutierrez Ayon, PLLC
Akerman LLP/Las Vegas

EXHIBIT 7

EXHIBIT 7

IN THE SUPREME COURT OF THE STATE OF NEVADA

WEST SUNSET 2050 TRUST, A
NEVADA TRUST,
Appellant,

vs.

NATIONSTAR MORTGAGE, LLC, A
FOREIGN LIMITED LIABILITY
COMPANY,

Respondent.

No. 70754

FILED

AUG 29 2016

FRANK K. LINDEMAN
CLERK OF SUPREME COURT
BY *[Signature]*
DEPUTY CLERK

ORDER TO SHOW CAUSE

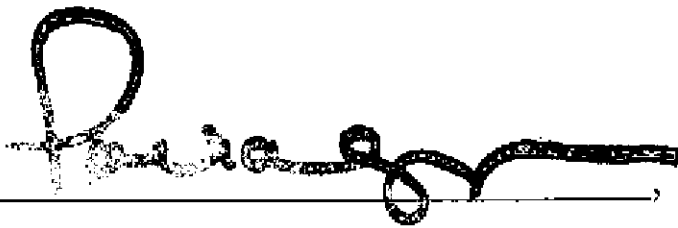
This is an appeal from an order granting a motion for summary judgment and denying a countermotion for summary judgment. Our preliminary review of the docketing statement and the documents submitted to this court pursuant to NRAP 3(g) reveals a potential jurisdictional defect. Specifically, it appears that the district court has not entered a final written judgment adjudicating all the rights and liabilities of all the parties, and the district court did not certify its order as final pursuant to NRCP 54(b). *Lee v. GNLV Corp.*, 116 Nev. 424, 996 P.2d 416 (2000); *KDI Sylvan Pools v. Workman*, 107 Nev. 340, 810 P.2d 1217 (1991); *Rae v. All American Life & Cas. Co.*, 95 Nev. 920, 605 P.2d 196 (1979). The following claims and parties appear to remain below: West Sunset's claims against New Freedom Mortgage Corporation, Bank of American, N.A., and Stephanie Tablante for declaratory relief, quiet title, and preliminary and permanent injunction.

Accordingly, appellant shall have 30 days from the date of this order within which to show cause why this appeal should not be dismissed for lack of jurisdiction. In responding to this order, appellant should submit documentation that establishes this court's jurisdiction including,

16-26836

but not necessarily limited to, an order properly certifying the order as final pursuant to NRCP 54(b). We caution appellant that failure to demonstrate that this court has jurisdiction may result in this court's dismissal of this appeal. The preparation of transcripts and the briefing schedule in this appeal shall be suspended pending further order of this court. Respondent may file any reply within ten days from the date that appellant's response is served.

It is so ORDERED.

 C.J.

cc: Maier Gutierrez Ayon, PLLC
Akerman LLP/Las Vegas

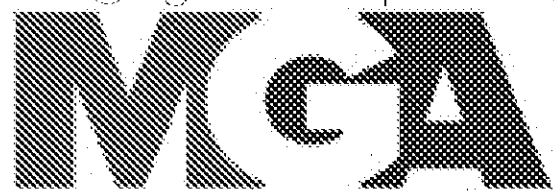
EXHIBIT 8

EXHIBIT 8

From: Margaret Schmidt
Sent: Tuesday, September 27, 2016 1:48 PM
To: 'allison.schmidt@akerman.com'
Cc: Luis Ayon; Charity Johnson
Subject: RE: West Sunset 2050 Trust v. Nationstar Mortgage; Case No. A-13-691323-C; Appeal No. 70754
Attachments: SAO for Rule 54(b) Certification & BANA Dismissal.docx
Importance: High

Following up on this. Our deadline to file the response to the order to show cause is tomorrow, so I'll need to file the motion today if your client is not agreeable to the stipulation.

Margaret E. Schmidt | Associate
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Las Vegas, Nevada 89148
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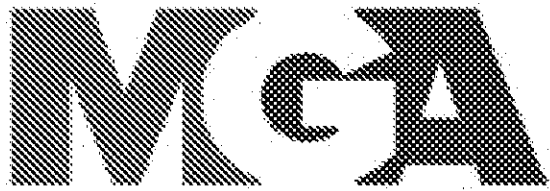
MAIER GUTIERREZ AYON
ATTORNEYS AT LAW

From: Margaret Schmidt
Sent: Monday, September 26, 2016 4:54 PM
To: 'allison.schmidt@akerman.com' <allison.schmidt@akerman.com>
Cc: Luis Ayon <laa@mgalaw.com>; Charity Johnson <cmj@mgalaw.com>
Subject: RE: West Sunset 2050 Trust v. Nationstar Mortgage; Case No. A-13-691323-C; Appeal No. 70754

Hi Allison, we're fine with BANA's dismissal if they're agreeable to disclaim any interest in the property and allow us to conduct non-party discovery against them should the appeal be remanded. I combined these provisions into the attached stipulation, but let me know if you have any suggested changes.

Thanks!

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From: allison.schmidt@akerman.com [mailto:allison.schmidt@akerman.com]
Sent: Monday, September 26, 2016 3:45 PM
To: Margaret Schmidt <mes@mgalaw.com>
Cc: Luis Ayon <laa@mgalaw.com>; Charity Johnson <cji@mgalaw.com>
Subject: RE: West Sunset 2050 Trust v. Nationstar Mortgage; Case No. A-13-691323-C; Appeal No. 70754

Can we get BANA out of this one through the stipulation? They don't have an interest in the property anymore. If we can do that I am also fine with 54(b)

Allison R. Schmidt

Associate, Consumer Financial Services Practice Group
Akerman, LLP | 1160 Town Center Drive | Suite 330 | Las Vegas, NV 89144
Dir: 702.634.5007 | Main: 702.634.5000 | Fax: 702.380.8572
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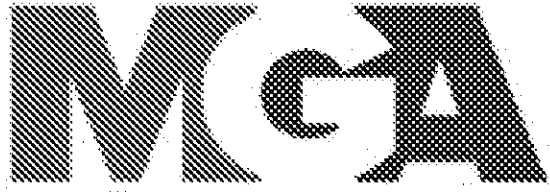
From: Margaret Schmidt [mailto:mes@mgalaw.com]
Sent: Monday, September 26, 2016 3:45 PM
To: Schmidt, Allison (Assoc-Las)
Cc: Luis Ayon; Charity Johnson
Subject: RE: West Sunset 2050 Trust v. Nationstar Mortgage; Case No. A-13-691323-C; Appeal No. 70754

Hi Allison – following up on whether you're agreeable to a Rule 54(b) certification of the order in this matter. A proposed stipulation is attached for your review. Please let me know if you are agreeable, otherwise, I will be filing a motion for a final judgment on an OST tomorrow.

Thanks,

Margaret E. Schmidt | Associate
MAIER GUTIERREZ AYON

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Las Vegas, Nevada 89148
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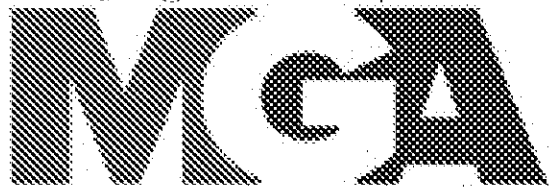
MAIER GUTIERREZ AYON
ATTORNEYS AT LAW

From: Margaret Schmidt
Sent: Monday, August 01, 2016 2:43 PM
To: allison.schmidt@akerman.com
Cc: Luis Ayon <laa@mgalaw.com>; Charity Barber <cmb@mgalaw.com>; Natalie Vazquez <ndv@mgalaw.com>
Subject: West Sunset 2050 Trust v. Nationstar Mortgage; Case No. A-13-691323-C; Appeal No. 70754

Hi Allison – as you’re probably aware, the order appealed from in this case did not resolve all of my client’s claims against Bank of America, Stephanie Tablante and New Freedom Mortgage. Accordingly, attached for your review is a stipulation and order for Rule 54(b) certification. Please let me know if you are agreeable, or if any changes need to be.

Thanks!

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The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

EXHIBIT 9

EXHIBIT 9

SAO
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MARGARET E. SCHMIDT, ESQ.
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*Attorneys for Plaintiff/Counter-Defendant
West Sunset 2050 Trust*

DISTRICT COURT
CLARK COUNTY, NEVADA

WEST SUNSET 2050 TRUST, a Nevada Trust
Plaintiff,

vs.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a
Nevada Limited Liability Partnership
STEPHANIE TABLANTE, an individual,
DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

AND ALL RELATED CLAIMS.

Case No.: A-13-691323-C
Dept. No.: XXI

**STIPULATION AND ORDER FOR FINAL
JUDGMENT PURSUANT TO RULE 54(B)
AND TO STAY REMAINING CLAIMS
PENDING CONCLUSION OF APPEAL**

Plaintiff/counter-defendant West Sunset 2050 Trust (“West Sunset”), defendant Bank of America, N.A. (“BANA”) and defendant/counterclaimant/cross-claimant Nationstar Mortgage, LLC (“Nationstar”) (collectively the “Parties”), by and through their undersigned counsel of record, hereby stipulate and agree as follows:

1 1. This lawsuit involves the real property located at 7255 W. Sunset Road, Unit 2050,
2 Las Vegas, NV 89113, and bears Assessor's Parcel Number 176-03-510-102 (the "Property").

3 2. On November 29, 2005, Stephanie Tablante ("Tablante") entered into a loan
4 agreement with New Freedom Mortgage Corporation ("New Freedom") in the amount of
5 \$176,760.00 for the purchase of the Property.

6 3. A deed of trust securing the loan was recorded on December 7, 2005 in the Official
7 Records of the Clark County Recorder as Instrument Number 20051207-0002367 (the "Deed of
8 Trust").

9 4. Tablante's grant, bargain, sale deed was also recorded against the Property on
10 December 7, 2005.

11 5. On March 1, 2011, Tablante recorded a deed in lieu of foreclosure ("Deed in Lieu").

12 6. An assignment of the Deed of Trust to BANA was subsequently recorded on July 29,
13 2011.

14 7. The Cooper Castle Law Firm, LLP ("Cooper Castle") was designated as the trustee
15 under the Deed of Trust via a substitution recorded on February 2, 2012.

16 8. Nationstar claims to be the current beneficiary of the Deed of Trust via assignment
17 recorded on March 20, 2013.

18 9. On June 22, 2013, West Sunset purchased the Property at the non-judicial foreclosure
19 of an HOA's lien for delinquent assessments pursuant to NRS 116.3116 *et seq.* and recorded its
20 foreclosure deed on June 24, 2013.

21 10. On November 6, 2013, West Sunset initiated this litigation, alleging claims for: (1)
22 declaratory relief/quiet title against New Freedom, Nationstar, BANA, Cooper Castle, and Tablante;
23 and (2) preliminary and permanent injunction against Nationstar and Cooper Castle.

24 11. BANA answered West Sunset's complaint on December 19, 2013.

25 12. On May 20, 2014, Nationstar answered West Sunset's complaint and alleged
26 counterclaims and cross-claims for: (1) quiet title against West Sunset and Tablante; (2) declaratory
27 relief against West Sunset and Tablante; (3) slander of title against Tablante; (4) breach of contract
28 against Tablante; (5) breach of implied covenant of good faith and fair dealing against Tablante; and

1 (6) unjust enrichment against West Sunset.

2 13. Following Tablante and New Freedom's failure to make an appearance in this
3 litigation, defaults were entered against them on July 29, 2015 on West Sunset's claims for relief;
4 however, default judgments were never entered.

5 14. Cooper Castle was dismissed from the case via an order entered on February 3, 2014.

6 15. On May 22, 2015, West Sunset filed its motion for summary judgment, arguing that
7 West Sunset holds superior title to all defendants in this action because the Deed in Lieu and the
8 HOA foreclosure sale extinguished all other interests the defendants may have previously held.
9 Therefore, West Sunset requested that summary judgment be entered in its favor on all its claims as
10 well as all of Nationstar's counterclaims.

11 16. On June 10, 2015, Nationstar and BANA filed their opposition to West Sunset's
12 motion and counter-moved for entry of summary judgment in favor of Nationstar, arguing in part
13 that the HOA foreclosure sale did not extinguish the Deed of Trust and was void for being
14 unconstitutional and commercially unreasonable.

15 17. On February 8, 2016, the Court entered its order denying West Sunset's motion for
16 summary judgment and granting Nationstar's countermotion for summary judgment (the "Order").

17 18. Pursuant to the Order, the Court concluded as follows: (1) Nationstar and BANA
18 were entitled to receive the HOA foreclosure notices as the Deed of Trust could be effected by the
19 HOA's sale; (2) Tablante's Deed in Lieu was a false recording and did not strip the beneficiary of
20 the Deed of Trust of its property rights; (3) the HOA's agent failed to provide any foreclosure
21 notices to the beneficiary of the Deed of Trust, thereby depriving the beneficiary of the right to cure
22 the delinquency; and (4) absent the requisite notices, the foreclosure sale did not extinguish the
23 Deed of Trust.

24 19. On March 4, 2016, the Trust filed a motion for reconsideration pursuant to NRCP
25 59(e), which was denied by an order entered on May 31, 2016 and noticed on June 3, 2016.

26 20. West Sunset noticed its appeal on July 1, 2016.

27 21. On August 29, 2016, the Nevada Supreme Court issued an order to show cause as to
28 why the appeal should not be dismissed for lack of jurisdiction, as it appears that the Court has not

1 entered a final written judgment adjudicating all the rights and liabilities of all the parties, and the
2 Order has not been certified as final pursuant to NRCP 54(b).

3 22. In light of the Nevada Supreme Court's order to show cause, a final judgment is
4 necessary for West Sunset to proceed with its appeal.

5 23. The Nevada Supreme Court has jurisdiction to review "a final judgment entered in an
6 action or proceeding commenced in the court in which the judgment is rendered." NRAP 3A(b)(1).

7 24. There is, however, a vehicle under which a plaintiff may obtain a judgment that is
8 immediately appealable. Rule 54(b) of the Nevada Rules of Civil Procedure provides that "[w]hen
9 multiple parties are involved, the court may direct the entry of a final judgment as to one or more
10 but fewer than all of the parties only upon an express determination that there is no just reason for
11 delay and upon an express direction for the entry of judgment." Nev. R. Civ. P. 54(b).

12 25. A certification of finality pursuant to Rule 54(b) will be presumed valid and will be
13 upheld on review absent a gross abuse of discretion. *Mallin v. Farmers Ins. Exch.*, 106 Nev. 606,
14 611, 797 P.2d 978, 981-82 (1990).

15 26. Here, the Court's Order entered judgment on all of Nationstar's counterclaims/cross-
16 claims as well as West Sunset's claims against Nationstar, thereby removing Nationstar from the
17 litigation.

18 27. Moreover, the Court's decision effectively resolved all of the remaining claim
19 brought by West Sunset against BANA, New Freedom and Tablante for declaratory relief/quiet title.

20 28. Requiring the Parties to continue litigation on such claims whose resolution has
21 already been determined by reasonable inference of the Court's Order would be an inefficient use of
22 judicial resources.

23 29. Accordingly, no prejudice will result to the remaining claims pending below and
24 there is no just reason to delay West Sunset's appeal.

25 Accordingly,

26 IT IS HEREBY STIPULATED AND AGREED that the Order be amended to include a
27 certification of final judgment pursuant to NRCP 54(b).

28 ///

1 IT IS FURTHER STIPULATED AND AGREED that the Court expressly determine that
2 there is no just reason to delay appellate review and direct that this judgment constitutes a final
3 order pursuant to Rule 54(b) with respect to fewer than all of the parties in this case.

4 IT IS FINALLY STIPULATED AND AGREED that West Sunset's remaining claim for
5 declaratory relief/quiet title against BANA, New Freedom and Tablante be stayed pending the
6 conclusion of West Sunset's appeal. This provision also shall not preclude a negotiated settlement
7 between any or all of the Parties, or entry of any Court orders applicable to such a settlement.

8 DATED this ____ day of September, 2016.

DATED this ____ day of September, 2016.

9 MAIER GUTIERREZ AYON

AKERMAN LLP

11 _____
12 LUIS AYON, ESQ.
13 Nevada Bar No. 9752
14 MARGARET E. SCHMIDT, ESQ.
15 Nevada Bar No. 12489
8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
*Attorneys for Plaintiff/Counter-Defendant West
Sunset 2050 Trust*

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Nevada Bar No. 8276
ALLISON R. SCHMIDT, ESQ.
Nevada Bar No. 10743
1160 Town Center Drive, Suite 330
Las Vegas, Nevada 89144
*Attorneys for Defendant Bank of America,
N.A. and Defendant/Counterclaimant/Cross-
Claimant Nationstar Mortgage LLC*

16
17
18
19 **ORDER**

20 Based upon the stipulation of the parties, and for good cause appearing,

21 IT IS HEREBY ORDERED, ADJUDGED and DECREED that the Order is amended to
22 include a certification of final judgment pursuant to NRCP 54(b).

23 IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Court expressly
24 determines that there is no just reason to delay appellate review and directs that this judgment
25 constitutes a final order pursuant to Rule 54(b) with respect to fewer than all of the parties in this
26 case.

27 IT IS FURTHER ORDERED, ADJUDGED and DECREED that West Sunset's remaining
28 claim for declaratory relief/quiet title against BANA, New Freedom and Tablante be stayed pending

1 the conclusion of West Sunset's appeal. This provision shall not preclude a negotiated settlement
2 between any or all of the Parties, or entry of any Court orders applicable to such a settlement.

3 DATED this ____ day of _____, 2016.

4
5 _____
DISTRICT COURT JUDGE

6
7
8 Respectfully submitted by:

9 **MAIER GUTIERREZ AYON**

10
11 _____
LUIS A. AYON, ESQ.
Nevada Bar No. 9752
12 MARGARET E. SCHMIDT, ESQ.
Nevada Bar No. 12489
13 8816 Spanish Ridge Avenue
Las Vegas, Nevada 89148
14 *Attorneys for Plaintiff/Counter-Defendant West*
15 *Sunset 2050 Trust*
16
17
18
19
20
21
22
23
24
25
26
27
28


CLERK OF THE COURT

1 **RTRAN**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5 **WEST SUNSET 2050 TRUST,**

CASE NO. A691323

6 **Plaintiff(s),**

7 **vs.**

DEPT. NO. XXI

8 **NEW FREEDOM MORTGAGE**
9 **CORPORATION, a Foreign Corporation;**
10 **BANK OF AMERICA, N.A., a National**
11 **Association; NATIONSTAR MORTGAGE**
12 **LLC, a Foreign Limited Company;**
13 **COOPER CASTLE LAW FIRM, LLP, a**
14 **Nevada Limited Liability Partnership;**
15 **STEPHANIE TABLANTE, an individual;**

16 **Defendant(s).**

17 **AND ALL RELATED CLAIMS**

18 **BEFORE THE HONORABLE VALERIE ADAIR, DISTRICT COURT JUDGE**
19 **MONDAY, OCTOBER 26, 2016**

20 **RECORDER'S TRANSCRIPT RE:**
21 **PLAINTIFF/COUNTER DEFENDANT, WEST SUNSET 2050 TRUST'S MOTION**
22 **FOR FINAL JUDGMENT PURSUANT TO RULE 54(b) AND TO STAY**
23 **REMAINING CLAIMS PENDING CONCLUSIONS OF APPEAL ON AN ORDER**
24 **SHORTENING TIME**

25 **APPEARANCES:**

FOR THE PLAINTIFF:

MARGARET E. SCHMIDT, ESQ.

RECORDED BY: SUSAN SCHOFIELD, COURT RECORDER

1 LAS VEGAS, NEVADA, MONDAY, OCTOBER 26, 2016, 10:27 A.M.

2 THE COURT: Are you here on West Sunset?

3 MS. SCHMIDT: Yes.

4 THE COURT: This was unopposed. I'm sorry, I should have let you come up
5 first. You've been sitting here for an hour.

6 MS. SCHMIDT: Well, that's totally okay. It's entertaining.

7 THE COURT: Yeah, that's granted as unopposed.

8 MS. SCHMIDT: Okay, perfect.

9 THE COURT: And I think, just, even if it wasn't opposed -- even it wasn't
10 unopposed, a double negative, I think that's appropriate.

11 MS. SCHMIDT: Okay, I'll prepare an order and submit it to chambers.

12 THE COURT: All right.

13 MS. SCHMIDT: Thank you.

14 THE CLERK: Your name, counsel?

15 THE COURT: Oh, I'm sorry.

16 MS. SCHMIDT: Margaret Schmidt.

17 THE COURT: I'm sorry, I should have called for you first. I apologize.

18 MS. SCHMIDT: It's okay. Thank you.

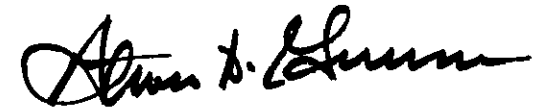
19 *****

20 PROCEEDING CONCLUDED AT 10:28 A.M.

21 *****

22 ATTEST: I do hereby certify that I have truly and correctly transcribed the
23 audio/video proceedings in the above-entitled case to the best of my ability.

24 
25 SUSAN SCHOFIELD
Court Recorder/Transcriber



CLERK OF THE COURT

ORDR

LUIS A. AYON, ESQ.

Nevada Bar No. 9752

MARGARET E. SCHMIDT, ESQ.

Nevada Bar No. 12489

MAIER GUTIERREZ AYON

8816 Spanish Ridge Avenue

Las Vegas, Nevada 89148

Telephone: 702.629.7900

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E-mail: laa@mgalaw.com

mes@mgalaw.com

Attorneys for Plaintiff/Counter-Defendant

West Sunset 2050 Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

WEST SUNSET 2050 TRUST, a Nevada Trust,

Plaintiff,

vs.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a
Nevada Limited Liability Partnership
STEPHANIE TABLANTE, an individual,
DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

Case No.: A-13-691323-C

Dept. No.: XXI

**ORDER GRANTING MOTION FOR
FINAL JUDGMENT PURSUANT TO RULE
54(B) AND TO STAY REMAINING
CLAIMS PENDING CONCLUSION OF
APPEAL**

Hearing Date: October 26, 2016

Hearing Time: 9:30 a.m.

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

WEST SUNSET 2050 TRUST,

Counter-Defendant.



1 NATIONSTAR MORTGAGE, LLC,
2
3 Cross-Claimant,
4 vs.
5 STEPHANIE TABLANTE,
6 Cross-Defendant.

7 This matter came on for hearing before the Court on October, 2016 at 9:30 a.m., on
8 plaintiff/counter-defendant West Sunset 2050 Trust's ("West Sunset") motion for final judgment
9 pursuant to Rule 54(b) and to stay remaining claims pending conclusion of appeal on an order
10 shortening time. West Sunset was represented at the hearing by Margaret E. Schmidt, Esq., of the
11 law firm MAIER GUTIERREZ AYON. The Court, having reviewed the papers and pleadings on file
12 herein, and there being no opposition filed pursuant to EDCR 2.20 and 2.23, makes the following
13 findings of facts and conclusions of law:

14 1. This lawsuit involves disputed title to real property, which was purchased at the non-
15 judicial foreclosure of an HOA's lien for delinquent assessments pursuant to NRS 116.3116 *et seq.*

16 2. On November 6, 2013, West Sunset initiated this litigation, naming New Freedom
17 Mortgage Corporation ("New Freedom"), Nationstar Mortgage, LLC ("Nationstar"), Bank of
18 America, N.A., The Cooper Castle Law Firm, LLP ("Cooper Castle"), and Stephanie Tablante
19 ("Tablante") as defendants. The specific causes of action alleged therein were for: (1) declaratory
20 relief/quiet title against all the defendants; and (2) preliminary and permanent injunction against
21 Nationstar and Cooper Castle only.

22 3. On May 20, 2014, Nationstar answered West Sunset's complaint and alleged
23 counterclaims and cross-claims for: (1) quiet title against West Sunset and Tablante; (2) declaratory
24 relief against West Sunset and Tablante; (3) slander of title against Tablante; (4) breach of contract
25 against Tablante; (5) breach of implied covenant of good faith and fair dealing against Tablante; and
26 (6) unjust enrichment against West Sunset.

27 4. On July 29, 2015, defaults were entered against Tablante and New Freedom on West
28 Sunset's claims for relief; however, default judgments have not been entered.

1 5. Cooper Castle was dismissed from the case via an order entered on February 3, 2014.

2 6. On May 22, 2015, West Sunset filed its motion for summary judgment, arguing that
3 West Sunset holds superior title to the defendants and requested that summary judgment be entered
4 in its favor on all causes of action as well as all of Nationstar's counterclaims.

5 7. On June 10, 2015, Nationstar and BANA filed their opposition to West Sunset's
6 motion and counter-moved for entry of summary judgment in favor of Nationstar, arguing in part
7 that the HOA foreclosure sale was void for being unconstitutional and commercially unreasonable.

8 8. Following a hearing on the matter, on February 8, 2016, the Court entered its order
9 denying West Sunset's motion for summary judgment and granting Nationstar's countermotion for
10 summary judgment (the "Order"), which was noticed on February 16, 2016.

11 9. The Court's Order was based in part on its finding that the HOA's agent failed to
12 provide the requisite notices of foreclosure; therefore, BANA and Nationstar's security interest was
13 not extinguished by the HOA foreclosure sale.

14 10. On March 4, 2016, West Sunset filed a motion for reconsideration pursuant to NRCP
15 59(e), which was denied by an order entered on May 31, 2016 and noticed on June 3, 2016.

16 11. On July 1, 2016, West Sunset noticed its appeal of the Order.

17 12. On August 29, 2016, the Nevada Supreme Court issued an order to show cause as to
18 why the appeal should not be dismissed for lack of jurisdiction, stating that "it appears that the
19 district court has not entered a final written judgment adjudicating all the rights and liabilities of all
20 the parties, and the district court did not certify its order as final pursuant to NRCP 54(b)."

21 13. In light of the Nevada Supreme Court's order to show cause, West Sunset filed the
22 instant motion, seeking a final judgment as to all of its claims and a stay of any remaining claims.

23 14. Rule 54(b) of the Nevada Rules of Civil Procedure provides that "[w]hen multiple
24 parties are involved, the court may direct the entry of a final judgment as to one or more but fewer
25 than all of the parties only upon an express determination that there is no just reason for delay and
26 upon an express direction for the entry of judgment." NRCP 54(b).

27 15. Upon considering a request to certify a judgment based on the elimination of a party,
28 the district court should weigh: (1) the prejudice to that party in being forced to wait to bring its

1 appeal; and (2) any prejudice to the parties remaining if the judgment is certified as final. *Mallin v.*
2 *Farmers Ins. Exch.*, 106 Nev. 606, 611, 797 P.2d 978, 981 (1990). If the prejudice to the eliminated
3 party would be greater than the prejudice to the parties remaining below, the court should certify the
4 judgment as final. *Id.*

5 16. In this matter, the Court entered judgment on all of Nationstar's counterclaims/cross-
6 claims as well as West Sunset's claims against Nationstar, thereby completely removing Nationstar
7 from the litigation.

8 17. Moreover, the conclusions arrived at by the Court in denying West Sunset's motion
9 for summary judgment effectively resolved the remaining claim for declaratory relief/quiet title
10 against BANA, New Freedom and Tablante.

11 18. No important issues remain below that must be resolved prior to the Nevada Supreme
12 Court's consideration of the issues on appeal, nor would piecemeal litigation result by certifying the
13 Order as final.

14 19. On the other hand, requiring the parties to continue litigation on such claims whose
15 resolution has already been determined by reasonable inference of the Court's Order would be an
16 inefficient use of judicial resources.

17 20. Thus, taking into account the equities involved, no prejudice will result to the
18 remaining parties if the Order is certified as final, and there exists no reason to make West Sunset
19 wait until the conclusion of the entire case to file an appeal.

20 Accordingly, for good cause appearing, the Court hereby rules as follows:

21 IT IS HEREBY ORDERED that West Sunset's Motion is GRANTED.

22 IT IS FURTHER ORDERED that the Order is amended to include a certification of final
23 judgment pursuant to NRCP 54(b).

24 IT IS FURTHER ORDERED that the Court expressly determines that there is no just reason
25 to delay appellate review and directs that the Order constitute a final judgment pursuant to NRCP
26 54(b) with respect to fewer than all of the parties in this case.

27 ///

28 ///

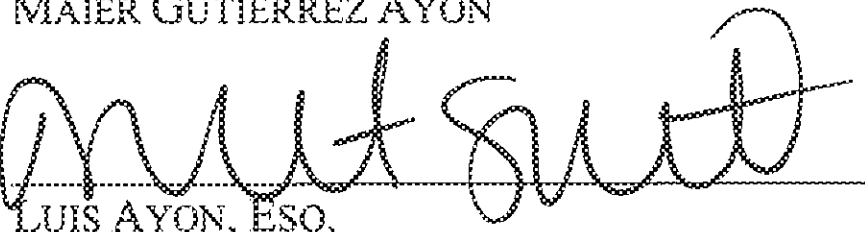
1 IT IS FINALLY ORDERED that West Sunset's remaining claim for declaratory relief/quiet
2 title against BANA, New Freedom and Tablante be stayed pending the conclusion of West Sunset's
3 appeal.

4 DATED this 1st day of November, 2016.

5 
6 DISTRICT COURT JUDGE AW

7
8 Respectfully submitted,

9 MAIER GUTIERREZ AYON

10 

11 LUIS AYON, ESQ.

12 Nevada Bar No. 9752

13 MARGARET E. SCHMIDT, ESQ.

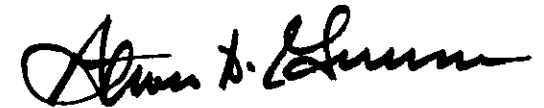
14 Nevada Bar No. 12489

15 8816 Spanish Ridge Avenue

16 Las Vegas, Nevada 89148

17 Attorneys for Plaintiff/Counter-Defendant

18 West Sunset 2050 Trust
19
20
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22
23
24
25
26
27
28



CLERK OF THE COURT

NEOJ
LUIS A. AYON, ESQ.
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MARGARET E. SCHMIDT, ESQ.
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mes@mgalaw.com

*Attorneys for Plaintiff/Counter-Defendant
West Sunset 2050 Trust*

DISTRICT COURT
CLARK COUNTY, NEVADA

WEST SUNSET 2050 TRUST, a Nevada Trust
Plaintiff,

vs.

NEW FREEDOM MORTGAGE
CORPORATION, a Foreign Corporation;
BANK OF AMERICA, N.A., a National
Association; NATIONSTAR MORTGAGE
LLC, a Foreign Limited Liability Company,
COOPER CASTLE LAW FIRM, LLP, a
Nevada Limited Liability Partnership
STEPHANIE TABLANTE, an individual,
DOES I through X; and ROE
CORPORATIONS I through X, inclusive,

Defendants.

AND ALL RELATED CLAIMS.

Case No.: A-13-691323-C
Dept. No.: XXI

**NOTICE OF ENTRY OF ORDER
GRANTING MOTION FOR FINAL
JUDGMENT PURSUANT TO RULE 54(B)
AND TO STAY REMAINING CLAIMS
PENDING CONCLUSION OF APPEAL**

TO: ALL PARTIES AND THEIR COUNSEL OF RECORD.

YOU AND EACH OF YOU will please take notice that an ORDER GRANTING
MOTION FOR FINAL JUDGMENT PURSUANT TO RULE 54(B) AND TO STAY
REMAINING CLAIMS PENDING CONCLUSION OF APPEAL was hereby entered on the 9th

1 day of November, 2016. A copy of which is attached hereto.

2 DATED this 10th day of November, 2016.

3 Respectfully submitted,

4 **MAIER GUTIERREZ AYON**

5 _____
6 /s/ Margaret E. Schmidt

7 LUIS AYON, ESQ.

8 Nevada Bar No. 9752

9 MARGARET E. SCHMIDT, ESQ.

10 Nevada Bar No. 12489

11 8816 Spanish Ridge Avenue

12 Las Vegas, Nevada 89148

13 *Attorneys for Plaintiff/Counter-Defendant*

14 *West Sunset 2050 Trust*


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CERTIFICATE OF SERVICE

Pursuant to Administrative Order 14-2, a copy of the **NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR FINAL JUDGMENT PURSUANT TO RULE 54(B) AND TO STAY REMAINING CLAIMS PENDING CONCLUSION OF APPEAL** was electronically filed on the 10th day of November, 2016 and 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 and by depositing a true and correct copy of the same, enclosed in a sealed envelope upon which first class postage was fully prepaid, in the U.S. Mail at Las Vegas, Nevada, addressed as follows (*Note: All Parties Not Registered Pursuant to Administrative Order 14-2 Have Been Served By Mail.*):

Ariel E. Stern, Esq.
Allison R. Schmidt, Esq.
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Las Vegas, Nevada 89144
*Attorneys for Defendant Bank of America, N.A., and
Defendant/Counterclaimant/Cross-Claimant Nationstar Mortgage LLC*

/s/ Charity Johnson
An Employee of MAIER GUTIERREZ AYON



CLERK OF THE COURT

1 **ORDER**

2 LUIS A. AYON, ESQ.

3 Nevada Bar No. 9752

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14 **DISTRICT COURT**

15 **CLARK COUNTY, NEVADA**

16 WEST SUNSET 2050 TRUST, a Nevada Trust,

17 Plaintiff,

18 vs.

19 NEW FREEDOM MORTGAGE
20 CORPORATION, a Foreign Corporation;
21 BANK OF AMERICA, N.A., a National
22 Association; NATIONSTAR MORTGAGE
23 LLC, a Foreign Limited Liability Company,
24 COOPER CASTLE LAW FIRM, LLP, a
25 Nevada Limited Liability Partnership
26 STEPHANIE TABLANTE, an individual,
27 DOES I through X; and ROE
28 CORPORATIONS I through X, inclusive,

Defendants.

Case No.: A-13-691323-C

Dept. No.: XXI

**ORDER GRANTING MOTION FOR
FINAL JUDGMENT PURSUANT TO RULE
54(B) AND TO STAY REMAINING
CLAIMS PENDING CONCLUSION OF
APPEAL**

Hearing Date: October 26, 2016

Hearing Time: 9:30 a.m.

23 NATIONSTAR MORTGAGE, LLC,

24 Counterclaimant,

25 vs.

26 WEST SUNSET 2050 TRUST,

27 Counter-Defendant.



1 NATIONSTAR MORTGAGE, LLC,
2
3 Cross-Claimant,
4 vs.
5 STEPHANIE TABLANTE,
6 Cross-Defendant.

7 This matter came on for hearing before the Court on October, 2016 at 9:30 a.m., on
8 plaintiff/counter-defendant West Sunset 2050 Trust's ("West Sunset") motion for final judgment
9 pursuant to Rule 54(b) and to stay remaining claims pending conclusion of appeal on an order
10 shortening time. West Sunset was represented at the hearing by Margaret E. Schmidt, Esq., of the
11 law firm MAIER GUTIERREZ AYON. The Court, having reviewed the papers and pleadings on file
12 herein, and there being no opposition filed pursuant to EDCR 2.20 and 2.23, makes the following
13 findings of facts and conclusions of law:

14 1. This lawsuit involves disputed title to real property, which was purchased at the non-
15 judicial foreclosure of an HOA's lien for delinquent assessments pursuant to NRS 116.3116 *et seq.*

16 2. On November 6, 2013, West Sunset initiated this litigation, naming New Freedom
17 Mortgage Corporation ("New Freedom"), Nationstar Mortgage, LLC ("Nationstar"), Bank of
18 America, N.A., The Cooper Castle Law Firm, LLP ("Cooper Castle"), and Stephanie Tablante
19 ("Tablante") as defendants. The specific causes of action alleged therein were for: (1) declaratory
20 relief/quiet title against all the defendants; and (2) preliminary and permanent injunction against
21 Nationstar and Cooper Castle only.

22 3. On May 20, 2014, Nationstar answered West Sunset's complaint and alleged
23 counterclaims and cross-claims for: (1) quiet title against West Sunset and Tablante; (2) declaratory
24 relief against West Sunset and Tablante; (3) slander of title against Tablante; (4) breach of contract
25 against Tablante; (5) breach of implied covenant of good faith and fair dealing against Tablante; and
26 (6) unjust enrichment against West Sunset.

27 4. On July 29, 2015, defaults were entered against Tablante and New Freedom on West
28 Sunset's claims for relief; however, default judgments have not been entered.

1 5. Cooper Castle was dismissed from the case via an order entered on February 3, 2014.

2 6. On May 22, 2015, West Sunset filed its motion for summary judgment, arguing that
3 West Sunset holds superior title to the defendants and requested that summary judgment be entered
4 in its favor on all causes of action as well as all of Nationstar's counterclaims.

5 7. On June 10, 2015, Nationstar and BANA filed their opposition to West Sunset's
6 motion and counter-moved for entry of summary judgment in favor of Nationstar, arguing in part
7 that the HOA foreclosure sale was void for being unconstitutional and commercially unreasonable.

8 8. Following a hearing on the matter, on February 8, 2016, the Court entered its order
9 denying West Sunset's motion for summary judgment and granting Nationstar's countermotion for
10 summary judgment (the "Order"), which was noticed on February 16, 2016.

11 9. The Court's Order was based in part on its finding that the HOA's agent failed to
12 provide the requisite notices of foreclosure; therefore, BANA and Nationstar's security interest was
13 not extinguished by the HOA foreclosure sale.

14 10. On March 4, 2016, West Sunset filed a motion for reconsideration pursuant to NRCP
15 59(e), which was denied by an order entered on May 31, 2016 and noticed on June 3, 2016.

16 11. On July 1, 2016, West Sunset noticed its appeal of the Order.

17 12. On August 29, 2016, the Nevada Supreme Court issued an order to show cause as to
18 why the appeal should not be dismissed for lack of jurisdiction, stating that "it appears that the
19 district court has not entered a final written judgment adjudicating all the rights and liabilities of all
20 the parties, and the district court did not certify its order as final pursuant to NRCP 54(b)."

21 13. In light of the Nevada Supreme Court's order to show cause, West Sunset filed the
22 instant motion, seeking a final judgment as to all of its claims and a stay of any remaining claims.

23 14. Rule 54(b) of the Nevada Rules of Civil Procedure provides that "[w]hen multiple
24 parties are involved, the court may direct the entry of a final judgment as to one or more but fewer
25 than all of the parties only upon an express determination that there is no just reason for delay and
26 upon an express direction for the entry of judgment." NRCP 54(b).

27 15. Upon considering a request to certify a judgment based on the elimination of a party,
28 the district court should weigh: (1) the prejudice to that party in being forced to wait to bring its

1 appeal; and (2) any prejudice to the parties remaining if the judgment is certified as final. *Mallin v.*
2 *Farmers Ins. Exch.*, 106 Nev. 606, 611, 797 P.2d 978, 981 (1990). If the prejudice to the eliminated
3 party would be greater than the prejudice to the parties remaining below, the court should certify the
4 judgment as final. *Id.*

5 16. In this matter, the Court entered judgment on all of Nationstar's counterclaims/cross-
6 claims as well as West Sunset's claims against Nationstar, thereby completely removing Nationstar
7 from the litigation.

8 17. Moreover, the conclusions arrived at by the Court in denying West Sunset's motion
9 for summary judgment effectively resolved the remaining claim for declaratory relief/quiet title
10 against BANA, New Freedom and Tablante.

11 18. No important issues remain below that must be resolved prior to the Nevada Supreme
12 Court's consideration of the issues on appeal, nor would piecemeal litigation result by certifying the
13 Order as final.

14 19. On the other hand, requiring the parties to continue litigation on such claims whose
15 resolution has already been determined by reasonable inference of the Court's Order would be an
16 inefficient use of judicial resources.

17 20. Thus, taking into account the equities involved, no prejudice will result to the
18 remaining parties if the Order is certified as final, and there exists no reason to make West Sunset
19 wait until the conclusion of the entire case to file an appeal.

20 Accordingly, for good cause appearing, the Court hereby rules as follows:

21 IT IS HEREBY ORDERED that West Sunset's Motion is GRANTED.

22 IT IS FURTHER ORDERED that the Order is amended to include a certification of final
23 judgment pursuant to NRCP 54(b).

24 IT IS FURTHER ORDERED that the Court expressly determines that there is no just reason
25 to delay appellate review and directs that the Order constitute a final judgment pursuant to NRCP
26 54(b) with respect to fewer than all of the parties in this case.

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28 ///


1 IT IS FINALLY ORDERED that West Sunset's remaining claim for declaratory relief/quiet
2 title against BANA, New Freedom and Tablante be stayed pending the conclusion of West Sunset's
3 appeal.

4 DATED this 1st day of November, 2016.

5 
6 DISTRICT COURT JUDGE AW

7
8 Respectfully submitted,

9 MAIER GUTIERREZ AYON

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11 LUIS AYON, ESQ.
12 Nevada Bar No. 9752
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