

IN THE SUPREME COURT OF THE STATE OF NEVADA

FEDERAL NATIONAL
MORTGAGE ASSOCIATION,

Appellant,

vs.

WESTLAND LIBERTY VILLAGE,
LLC, a Nevada limited liability
company; and WESTLAND
VILLAGE SQUARE, LLC, a Nevada
limited liability company,

Respondents.

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Jun 22 2021 03:16 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Supreme Court Case No. 82174

District Court Case No. A-20-819412-B

APPEAL

From the Eighth Judicial District Court

The Honorable Kerry Earley/ The Honorable Mark Denton¹

APPELLANT'S APPENDIX

VOLUME X

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¹ This challenged order in this matter was issued by Judge Kerry Earley after the case had been transferred to Judge Mark Denton.

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Answer to Third Party Complaint	10/19/2020	10	APP1508-APP1555
Appendix of Exhibits to Verified Complaint	08/12/2020	1-8	APP014-APP1290
Defendants'/Counterclaimants'/Third Party Plaintiffs' Exhibits A through T filed in Support of Answer to Plaintiff's Complaint, Counterclaim and Third Party Complaint; and in Support of Opposition to Plaintiff's Application for Appointment of Receiver on Order Shortening Time; and in Support of Countermotion for Temporary Restraining Order and/or Preliminary Injunction	09/01/2020	9	APP1404-APP1418
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Notice of Entry of Order	11/24/2020	10	APP1569-APP1584
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Order Regarding: (1) Plaintiff's Motion to Stay Pending Appeal on an Order Shortening Time; (2) Third-Party Defendant's Joinder; and (3) Defendants' Counter-Motions to Compel Compliance or for Contempt	12/22/2020	10	APP1591- APP1595

DATED: June 22, 2021.

SNELL & WILMER L.L.P.

/s/ Kelly H. Dove

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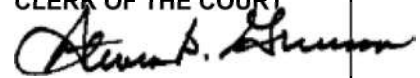
CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen (18) years, and I am not a party to, nor interested in, this action. On June 22, 2021, I caused to be served a true and correct copy of the foregoing **APPELLANT'S APPENDIX VOLUME X** upon the following by the method indicated:

- ☐ **BY E-MAIL:** by transmitting via e-mail the document(s) listed above to the e-mail addresses set forth below and/or included on the Court's Service List for the above-referenced case.
- ☒ **BY ELECTRONIC SUBMISSION:** submitted to the above-entitled Court for electronic filing and service upon the Court's Service List for the above-referenced case.
- ☐ **BY U.S. MAIL:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada addressed as set forth below:

/s/ Maricris Williams

An Employee of SNELL & WILMER L.L.P.



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10 *Grandbridge Real Estate Capital, LLC*

11 **DISTRICT COURT**
12 **CLARK COUNTY, NEVADA**

13 FEDERAL NATIONAL MORTGAGE
14 ASSOCIATION,

15 Plaintiff,

16 v.

17 WESTLAND LIBERTY VILLAGE, LLC and
18 WESTLAND VILLAGE SQUIARE, LLC

19 Defendants.

20 AND ALL RELATED ACTIONS

Case No. A-20-819412-C
Dept. No. 4

**ANSWER TO THIRD PARTY
COMPLAINT**

Business Court Requested

21 Third Party Defendant Grandbridge Real Estate Capital, LLC (“Grandbridge” or “Third
22 Party Defendant”), by and through its attorneys of record, Holland & Hart LLP, hereby answers
23 the *Counterclaim* and *Third Party Complaint* (the “Complaint”) filed herein by Defendants /
24 Counterclaimants / Third Party Plaintiffs Westland Liberty Village, LLC (“Liberty LLC”) and
25 Westland Village Square, LLC (“Square LLC”) (together with Liberty LLC, “Westland” or
26 “Third Party Plaintiffs”) as follows.

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I. STATEMENT OF THE CASE

1. Third Party Defendant denies the allegations set forth in paragraph 1 of the Counterclaim.

2. Third Party Defendant denies the allegations set forth in paragraph 2 of the Counterclaim.

3. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 3 of the Counterclaim, and on that basis denies the same.

4. Third Party Defendant denies the allegations set forth in paragraph 4 of the Counterclaim.

II. PARTIES

5. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 5 of the Counterclaim, and on that basis denies the same.

6. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 6 of the Counterclaim, and on that basis denies the same.

7. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 7 of the Counterclaim, and on that basis denies the same.

8. Third Party Defendant admits the allegation in paragraph 8 of the Counterclaim that it is a "North Carolina Limited Liability Company." Third Party Defendant denies the remaining allegations set forth in this paragraph.

9. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 9 of the Counterclaim, and on that basis denies the same.

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III. FACTS COMMON TO ALL CAUSES OF ACTION

10. Answering the allegations set forth in paragraph 10 of the Counterclaim, Third Party Defendant incorporates its responses to paragraphs 1 through 9.

Westland's Real Estate Wherewithal

11. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 11 of the Counterclaim, and on that basis denies the same.

12. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 12 of the Counterclaim, and on that basis denies the same.

13. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 13 of the Counterclaim, and on that basis denies the same.

14. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 14 of the Counterclaim, and on that basis denies the same.

The Westland Liberty Property & Square Property Ownership

15. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 15 of the Counterclaim, and on that basis denies the same.

16. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 16 of the Counterclaim, and on that basis denies the same.

17. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 17 of the Counterclaim, and on that basis denies the same.

///

1 18. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 18 of the Counterclaim,
3 and on that basis denies the same.

4 19. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 19 of the Counterclaim,
6 and on that basis denies the same.

7 20. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 20 of the Counterclaim,
9 and on that basis denies the same.

10 21. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 21 of the Counterclaim,
12 and on that basis denies the same.

13 22. Third Party Defendant is without knowledge or information sufficient to form a
14 belief as to the truth or falsity of the allegations contained in paragraph 22 of the Counterclaim,
15 and on that basis denies the same.

16 23. Third Party Defendant is without knowledge or information sufficient to form a
17 belief as to the truth or falsity of the allegations contained in paragraph 23 of the Counterclaim,
18 and on that basis denies the same.

19 24. Third Party Defendant is without knowledge or information sufficient to form a
20 belief as to the truth or falsity of the allegations contained in paragraph 24 of the Counterclaim,
21 and on that basis denies the same.

22 **The Properties' Condition During the Shamrock Years**

23 25. Third Party Defendant is without knowledge or information sufficient to form a
24 belief as to the truth or falsity of the allegations contained in paragraph 25 of the Counterclaim,
25 and on that basis denies the same.

26 26. Third Party Defendant is without knowledge or information sufficient to form a
27 belief as to the truth or falsity of the allegations contained in paragraph 26 of the Counterclaim,
28 and on that basis denies the same.

1 27. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 27 of the Counterclaim,
3 and on that basis denies the same.

4 28. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 28 of the Counterclaim,
6 and on that basis denies the same.

7 29. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 29 of the Counterclaim,
9 and on that basis denies the same.

10 30. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 30 of the Counterclaim,
12 and on that basis denies the same.

13 31. Third Party Defendant is without knowledge or information sufficient to form a
14 belief as to the truth or falsity of the allegations contained in paragraph 31 of the Counterclaim,
15 and on that basis denies the same.

16 32. Third Party Defendant is without knowledge or information sufficient to form a
17 belief as to the truth or falsity of the allegations contained in paragraph 32 of the Counterclaim,
18 and on that basis denies the same.

19 33. Third Party Defendant is without knowledge or information sufficient to form a
20 belief as to the truth or falsity of the allegations contained in paragraph 33 of the Counterclaim,
21 and on that basis denies the same.

22 34. Third Party Defendant is without knowledge or information sufficient to form a
23 belief as to the truth or falsity of the allegations contained in paragraph 34 of the Counterclaim,
24 and on that basis denies the same.

25 35. Third Party Defendant is without knowledge or information sufficient to form a
26 belief as to the truth or falsity of the allegations contained in paragraph 35 of the Counterclaim,
27 and on that basis denies the same.

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1 36. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 36 of the Counterclaim,
3 and on that basis denies the same.

4 37. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 37 of the Counterclaim,
6 and on that basis denies the same.

7 38. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 38 of the Counterclaim,
9 and on that basis denies the same.

10 39. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 39 of the Counterclaim,
12 and on that basis denies the same.

13 40. Third Party Defendant is without knowledge or information sufficient to form a
14 belief as to the truth or falsity of the allegations contained in paragraph 40 of the Counterclaim,
15 and on that basis denies the same.

16 **Shamrock's Exit Strategy & The Loan Agreements**

17 41. Third Party Defendant is without knowledge or information sufficient to form a
18 belief as to the truth or falsity of the allegations contained in paragraph 41 of the Counterclaim,
19 and on that basis denies the same.

20 42. Third Party Defendant is without knowledge or information sufficient to form a
21 belief as to the truth or falsity of the allegations contained in paragraph 42 of the Counterclaim,
22 and on that basis denies the same.

23 43. Third Party Defendant is without knowledge or information sufficient to form a
24 belief as to the truth or falsity of the allegations contained in paragraph 43 of the Counterclaim,
25 and on that basis denies the same.

26 44. Third Party Defendant denies the allegations set forth in paragraph 44 of the
27 Counterclaim.

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1 45. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 45 of the Counterclaim,
3 and on that basis denies the same.

4 46. Third Party Defendant denies the allegations set forth in paragraph 46 of the
5 Counterclaim.

6 47. Third Party Defendant is without knowledge or information sufficient to form a
7 belief as to the truth or falsity of the allegations contained in paragraph 47 of the Counterclaim,
8 and on that basis denies the same.

9 48. Third Party Defendant is without knowledge or information sufficient to form a
10 belief as to the truth or falsity of the allegations contained in paragraph 48 of the Counterclaim,
11 and on that basis denies the same.

12 49. Third Party Defendant denies the allegations set forth in paragraph 49 of the
13 Counterclaim.

14 50. Third Party Defendant is without knowledge or information sufficient to form a
15 belief as to the truth or falsity of the allegations contained in paragraph 50 of the Counterclaim,
16 and on that basis denies the same.

17 51. Third Party Defendant denies the allegations set forth in paragraph 51 of the
18 Counterclaim.

19 **Grandbridge's & Fannie Mae's Reserve Requirements for the Shamrock Entities**

20 52. Third Party Defendant is without knowledge or information sufficient to form a
21 belief as to the truth or falsity of the allegations contained in paragraph 52 of the Counterclaim,
22 and on that basis denies the same.

23 53. Third Party Defendant is without knowledge or information sufficient to form a
24 belief as to the truth or falsity of the allegations contained in paragraph 53 of the Counterclaim,
25 and on that basis denies the same.

26 54. Third Party Defendant is without knowledge or information sufficient to form a
27 belief as to the truth or falsity of the allegations contained in paragraph 54 of the Counterclaim,
28 and on that basis denies the same.

1 55. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 55 of the Counterclaim,
3 and on that basis denies the same.

4 56. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 56 of the Counterclaim,
6 and on that basis denies the same.

7 57. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 57 of the Counterclaim,
9 and on that basis denies the same.

10 58. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 58 of the Counterclaim,
12 and on that basis denies the same.

13 59. Third Party Defendant is without knowledge or information sufficient to form a
14 belief as to the truth or falsity of the allegations contained in paragraph 59 of the Counterclaim,
15 and on that basis denies the same.

16 60. Third Party Defendant is without knowledge or information sufficient to form a
17 belief as to the truth or falsity of the allegations contained in paragraph 60 of the Counterclaim,
18 and on that basis denies the same.

19 61. Third Party Defendant is without knowledge or information sufficient to form a
20 belief as to the truth or falsity of the allegations contained in paragraph 61 of the Counterclaim,
21 and on that basis denies the same.

22 62. Third Party Defendant denies the allegations set forth in paragraph 62 of the
23 Counterclaim.

24 63. Third Party Defendant denies the allegations set forth in paragraph 63 of the
25 Counterclaim.

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Westland's Purchase of the Properties & Loan Assumption

64. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 64 of the Counterclaim, and on that basis denies the same.

65. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 65 of the Counterclaim, and on that basis denies the same.

66. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 66 of the Counterclaim, and on that basis denies the same.

67. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 67 of the Counterclaim, and on that basis denies the same.

68. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 68 of the Counterclaim, and on that basis denies the same.

69. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 69 of the Counterclaim, and on that basis denies the same.

70. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 70 of the Counterclaim, and on that basis denies the same.

71. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 71 of the Counterclaim, and on that basis denies the same.

72. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 72 of the Counterclaim, and on that basis denies the same.

73. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 73 of the Counterclaim, and on that basis denies the same.

74. Third Party Defendant denies the allegations set forth in paragraph 74 of the Counterclaim.

75. Third Party Defendant denies the allegations set forth in paragraph 75 of the Counterclaim.

76. Third Party Defendant denies the allegations set forth in paragraph 76 of the Counterclaim.

77. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 77 of the Counterclaim, and on that basis denies the same.

78. Third Party Defendant denies the allegations set forth in paragraph 78 of the Counterclaim.

79. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 79 of the Counterclaim, and on that basis denies the same.

80. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 80 of the Counterclaim, and on that basis denies the same.

Westland's Rehabilitation of the Properties and Community Building

81. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 81 of the Counterclaim, and on that basis denies the same.

82. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 82 of the Counterclaim, and on that basis denies the same.

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83. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 83 of the Counterclaim, and on that basis denies the same.

84. Third Party Defendant denies the allegations set forth in paragraph 84 of the Counterclaim.

85. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 85 of the Counterclaim, and on that basis denies the same.

86. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 86 of the Counterclaim, and on that basis denies the same.

87. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 87 of the Counterclaim, and on that basis denies the same.

88. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 88 of the Counterclaim, and on that basis denies the same.

89. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 89 of the Counterclaim, and on that basis denies the same.

90. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 90 of the Counterclaim, and on that basis denies the same.

91. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 91 of the Counterclaim, and on that basis denies the same.

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1 92. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 92 of the Counterclaim,
3 and on that basis denies the same.

4 93. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 93 of the Counterclaim,
6 and on that basis denies the same.

7 94. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 94 of the Counterclaim,
9 and on that basis denies the same.

10 95. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 95 of the Counterclaim,
12 and on that basis denies the same.

13 96. Third Party Defendant is without knowledge or information sufficient to form a
14 belief as to the truth or falsity of the allegations contained in paragraph 96 of the Counterclaim,
15 and on that basis denies the same.

16 97. Third Party Defendant is without knowledge or information sufficient to form a
17 belief as to the truth or falsity of the allegations contained in paragraph 97 of the Counterclaim,
18 and on that basis denies the same.

19 98. Third Party Defendant is without knowledge or information sufficient to form a
20 belief as to the truth or falsity of the allegations contained in paragraph 98 of the Counterclaim,
21 and on that basis denies the same.

22 99. Third Party Defendant is without knowledge or information sufficient to form a
23 belief as to the truth or falsity of the allegations contained in paragraph 99 of the Counterclaim,
24 and on that basis denies the same.

25 100. Third Party Defendant is without knowledge or information sufficient to form a
26 belief as to the truth or falsity of the allegations contained in paragraph 100 of the Counterclaim,
27 and on that basis denies the same.

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1 101. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 101 of the Counterclaim,
3 and on that basis denies the same.

4 102. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 102 of the Counterclaim,
6 and on that basis denies the same.

7 103. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 103 of the Counterclaim,
9 and on that basis denies the same.

10 104. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 104 of the Counterclaim,
12 and on that basis denies the same.

13 105. Third Party Defendant is without knowledge or information sufficient to form a
14 belief as to the truth or falsity of the allegations contained in paragraph 105 of the Counterclaim,
15 and on that basis denies the same.

16 106. Third Party Defendant is without knowledge or information sufficient to form a
17 belief as to the truth or falsity of the allegations contained in paragraph 106 of the Counterclaim,
18 and on that basis denies the same.

19 107. Third Party Defendant is without knowledge or information sufficient to form a
20 belief as to the truth or falsity of the allegations contained in paragraph 107 of the Counterclaim,
21 and on that basis denies the same.

22 108. Third Party Defendant is without knowledge or information sufficient to form a
23 belief as to the truth or falsity of the allegations contained in paragraph 108 of the Counterclaim,
24 and on that basis denies the same.

25 109. Third Party Defendant is without knowledge or information sufficient to form a
26 belief as to the truth or falsity of the allegations contained in paragraph 109 of the Counterclaim,
27 and on that basis denies the same.

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1 110. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 110 of the Counterclaim,
3 and on that basis denies the same.

4 111. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 111 of the Counterclaim,
6 and on that basis denies the same.

7 112. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 112 of the Counterclaim,
9 and on that basis denies the same.

10 113. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 113 of the Counterclaim,
12 and on that basis denies the same.

13 114. Third Party Defendant is without knowledge or information sufficient to form a
14 belief as to the truth or falsity of the allegations contained in paragraph 114 of the Counterclaim,
15 and on that basis denies the same.

16 115. Third Party Defendant is without knowledge or information sufficient to form a
17 belief as to the truth or falsity of the allegations contained in paragraph 115 of the Counterclaim,
18 and on that basis denies the same.

19 116. Third Party Defendant is without knowledge or information sufficient to form a
20 belief as to the truth or falsity of the allegations contained in paragraph 116 of the Counterclaim,
21 and on that basis denies the same.

22 117. Third Party Defendant is without knowledge or information sufficient to form a
23 belief as to the truth or falsity of the allegations contained in paragraph 117 of the Counterclaim,
24 and on that basis denies the same.

25 118. Third Party Defendant is without knowledge or information sufficient to form a
26 belief as to the truth or falsity of the allegations contained in paragraph 118 of the Counterclaim,
27 and on that basis denies the same.

28 ///

1 119. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 119 of the Counterclaim,
3 and on that basis denies the same.

4 120. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 120 of the Counterclaim,
6 and on that basis denies the same.

7 **Grandbridge's Servicing of the Loans since the Acquisition**

8 121. Third Party Defendant is without knowledge or information sufficient to form a
9 belief as to the truth or falsity of the allegations contained in paragraph 121 of the Counterclaim,
10 and on that basis denies the same.

11 122. Third Party Defendant denies the allegations set forth in paragraph 122 of the
12 Counterclaim.

13 123. Third Party Defendant denies the allegations set forth in paragraph 123 of the
14 Counterclaim.

15 124. Third Party Defendant is without knowledge or information sufficient to form a
16 belief as to the truth or falsity of the allegations contained in paragraph 124 of the Counterclaim,
17 and on that basis denies the same.

18 125. Third Party Defendant denies the allegations set forth in paragraph 125 of the
19 Counterclaim.

20 126. Third Party Defendant is without knowledge or information sufficient to form a
21 belief as to the truth or falsity of the allegations contained in paragraph 126 of the Counterclaim,
22 and on that basis denies the same.

23 **The Loan Agreements' Requirements for Adjustments to Deposits**

24 127. Third Party Defendant is without knowledge or information sufficient to form a
25 belief as to the truth or falsity of the allegations contained in paragraph 127 of the Counterclaim,
26 and on that basis denies the same.

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1 128. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 128 of the Counterclaim,
3 and on that basis denies the same.

4 129. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 129 of the Counterclaim,
6 and on that basis denies the same.

7 130. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 130 of the Counterclaim,
9 and on that basis denies the same.

10 131. Third Party Defendant denies the allegations set forth in paragraph 131 of the
11 Counterclaim.

12 132. Third Party Defendant denies the allegations set forth in paragraph 132 of the
13 Counterclaim.

14 **The Loan Terms for Property Condition Assessments**

15 133. Third Party Defendant is without knowledge or information sufficient to form a
16 belief as to the truth or falsity of the allegations contained in paragraph 133 of the Counterclaim,
17 and on that basis denies the same.

18 134. Third Party Defendant denies the allegations set forth in paragraph 134 of the
19 Counterclaim.

20 135. Third Party Defendant is without knowledge or information sufficient to form a
21 belief as to the truth or falsity of the allegations contained in paragraph 135 of the Counterclaim,
22 and on that basis denies the same.

23 136. Third Party Defendant denies the allegations set forth in paragraph 136 of the
24 Counterclaim.

25 137. Third Party Defendant denies the allegations set forth in paragraph 137 of the
26 Counterclaim.

27 138. Third Party Defendant denies the allegations set forth in paragraph 138 of the
28 Counterclaim.

1 139. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 139 of the Counterclaim,
3 and on that basis denies the same.

4 140. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 140 of the Counterclaim,
6 and on that basis denies the same.

7 141. Third Party Defendant denies the allegations set forth in paragraph 141 of the
8 Counterclaim.

9 142. Third Party Defendant denies the allegations set forth in paragraph 142 of the
10 Counterclaim.

11 143. Third Party Defendant denies the allegations set forth in paragraph 143 of the
12 Counterclaim.

13 144. Third Party Defendant denies the allegations set forth in paragraph 144 of the
14 Counterclaim.

15 145. Third Party Defendant denies the allegations set forth in paragraph 145 of the
16 Counterclaim.

17 146. Third Party Defendant denies the allegations set forth in paragraph 146 of the
18 Counterclaim.

19 147. Third Party Defendant is without knowledge or information sufficient to form a
20 belief as to the truth or falsity of the allegations contained in paragraph 147 of the Counterclaim,
21 and on that basis denies the same.

22 148. Third Party Defendant is without knowledge or information sufficient to form a
23 belief as to the truth or falsity of the allegations contained in paragraph 148 of the Counterclaim,
24 and on that basis denies the same.

25 149. Third Party Defendant denies the allegations set forth in paragraph 149 of the
26 Counterclaim.

27 150. Third Party Defendant denies the allegations set forth in paragraph 150 of the
28 Counterclaim.

1 151. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 151 of the Counterclaim,
3 and on that basis denies the same.

4 152. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 152 of the Counterclaim,
6 and on that basis denies the same.

7 153. Third Party Defendant denies the allegations set forth in paragraph 153 of the
8 Counterclaim.

9 154. Third Party Defendant denies the allegations set forth in paragraph 154 of the
10 Counterclaim.

11 155. Third Party Defendant denies the allegations set forth in paragraph 155 of the
12 Counterclaim.

13 **The Loan Transfer for Additional Lender Reserves and Replacements**

14 156. Third Party Defendant denies the allegations set forth in paragraph 156 of the
15 Counterclaim.

16 157. Third Party Defendant denies the allegations set forth in paragraph 157 of the
17 Counterclaim.

18 158. Third Party Defendant is without knowledge or information sufficient to form a
19 belief as to the truth or falsity of the allegations contained in paragraph 158 of the Counterclaim,
20 and on that basis denies the same.

21 159. Third Party Defendant is without knowledge or information sufficient to form a
22 belief as to the truth or falsity of the allegations contained in paragraph 159 of the Counterclaim,
23 and on that basis denies the same.

24 160. Third Party Defendant is without knowledge or information sufficient to form a
25 belief as to the truth or falsity of the allegations contained in paragraph 160 of the Counterclaim,
26 and on that basis denies the same.

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1 161. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 161 of the Counterclaim,
3 and on that basis denies the same.

4 162. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 162 of the Counterclaim,
6 and on that basis denies the same.

7 163. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 163 of the Counterclaim,
9 and on that basis denies the same.

10 164. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 164 of the Counterclaim,
12 and on that basis denies the same.

13 165. Third Party Defendant is without knowledge or information sufficient to form a
14 belief as to the truth or falsity of the allegations contained in paragraph 165 of the Counterclaim,
15 and on that basis denies the same.

16 166. Third Party Defendant is without knowledge or information sufficient to form a
17 belief as to the truth or falsity of the allegations contained in paragraph 166 of the Counterclaim,
18 and on that basis denies the same.

19 167. Third Party Defendant is without knowledge or information sufficient to form a
20 belief as to the truth or falsity of the allegations contained in paragraph 167 of the Counterclaim,
21 and on that basis denies the same.

22 168. Third Party Defendant denies the allegations set forth in paragraph 168 of the
23 Counterclaim.

24 169. Third Party Defendant denies the allegations set forth in paragraph 169 of the
25 Counterclaim.

26 170. Third Party Defendant is without knowledge or information sufficient to form a
27 belief as to the truth or falsity of the allegations contained in paragraph 170 of the Counterclaim,
28 and on that basis denies the same.

1 171. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 171 of the Counterclaim,
3 and on that basis denies the same.

4 172. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 172 of the Counterclaim,
6 and on that basis denies the same.

7 173. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 173 of the Counterclaim,
9 and on that basis denies the same.

10 174. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 174 of the Counterclaim,
12 and on that basis denies the same.

13 175. Third Party Defendant denies the allegations set forth in paragraph 175 of the
14 Counterclaim.

15 176. Third Party Defendant denies the allegations set forth in paragraph 176 of the
16 Counterclaim.

17 **The Abandoned Default**

18 177. Third Party Defendant denies the allegations set forth in paragraph 177 of the
19 Counterclaim.

20 178. Third Party Defendant denies the allegations set forth in paragraph 178 of the
21 Counterclaim.

22 179. Third Party Defendant denies the allegations set forth in paragraph 179 of the
23 Counterclaim.

24 180. Third Party Defendant denies the allegations set forth in paragraph 180 of the
25 Counterclaim.

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The Purported Default

181. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 181 of the Counterclaim, and on that basis denies the same.

182. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 182 of the Counterclaim, and on that basis denies the same.

183. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 183 of the Counterclaim, and on that basis denies the same.

184. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 184 of the Counterclaim, and on that basis denies the same.

185. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 185 of the Counterclaim, and on that basis denies the same.

186. Third Party Defendant denies the allegations set forth in paragraph 186 of the Counterclaim.

187. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 187 of the Counterclaim, and on that basis denies the same.

188. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 188 of the Counterclaim, and on that basis denies the same.

189. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 189 of the Counterclaim, and on that basis denies the same.

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1 190. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 190 of the Counterclaim,
3 and on that basis denies the same.

4 191. Third Party Defendant denies the allegations set forth in paragraph 191 of the
5 Counterclaim.

6 192. Third Party Defendant denies the allegations set forth in paragraph 192 of the
7 Counterclaim.

8 193. Third Party Defendant is without knowledge or information sufficient to form a
9 belief as to the truth or falsity of the allegations contained in paragraph 193 of the Counterclaim,
10 and on that basis denies the same.

11 194. Third Party Defendant is without knowledge or information sufficient to form a
12 belief as to the truth or falsity of the allegations contained in paragraph 194 of the Counterclaim,
13 and on that basis denies the same.

14 195. Third Party Defendant is without knowledge or information sufficient to form a
15 belief as to the truth or falsity of the allegations contained in paragraph 195 of the Counterclaim,
16 and on that basis denies the same.

17 196. Third Party Defendant is without knowledge or information sufficient to form a
18 belief as to the truth or falsity of the allegations contained in paragraph 196 of the Counterclaim,
19 and on that basis denies the same.

20 197. Third Party Defendant is without knowledge or information sufficient to form a
21 belief as to the truth or falsity of the allegations contained in paragraph 197 of the Counterclaim,
22 and on that basis denies the same.

23 198. Third Party Defendant is without knowledge or information sufficient to form a
24 belief as to the truth or falsity of the allegations contained in paragraph 198 of the Counterclaim,
25 and on that basis denies the same.

26 199. Third Party Defendant is without knowledge or information sufficient to form a
27 belief as to the truth or falsity of the allegations contained in paragraph 199 of the Counterclaim,
28 and on that basis denies the same.

200. Third Party Defendant denies the allegations set forth in paragraph 200 of the Counterclaim.

201. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 201 of the Counterclaim, and on that basis denies the same.

202. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 202 of the Counterclaim, and on that basis denies the same.

203. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 203 of the Counterclaim, and on that basis denies the same.

204. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 204 of the Counterclaim, and on that basis denies the same.

205. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 205 of the Counterclaim, and on that basis denies the same.

206. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 206 of the Counterclaim, and on that basis denies the same.

207. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 207 of the Counterclaim, and on that basis denies the same.

208. Third Party Defendant denies the allegations set forth in paragraph 208 of the Counterclaim.

209. Third Party Defendant denies the allegations set forth in paragraph 209 of the Counterclaim.

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210. Third Party Defendant denies the allegations set forth in paragraph 210 of the Counterclaim.

211. Third Party Defendant denies the allegations set forth in paragraph 211 of the Counterclaim.

212. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 212 of the Counterclaim, and on that basis denies the same.

213. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 213 of the Counterclaim, and on that basis denies the same.

IV. COUNTERCLAIMS

a. FIRST CAUSE OF ACTION (BREACH OF CONTRACT – LIBERTY LOAN – BY WESTLAND LIBERTY VILLAGE, LLC)

214. Answering the allegations set forth in paragraph 214 of the Counterclaim, Third Party Defendant incorporates its response to paragraphs 1 through 213.

215. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 215 of the Counterclaim, and on that basis denies the same.

216. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 216 of the Counterclaim, and on that basis denies the same.

217. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 217 of the Counterclaim, and on that basis denies the same.

218. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 218 of the Counterclaim, and on that basis denies the same.

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219. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 219 of the Counterclaim, and on that basis denies the same.

220. Third Party Defendant denies the allegations set forth in paragraph 220 of the Counterclaim.

221. Third Party Defendant denies the allegations set forth in paragraph 221 of the Counterclaim.

222. Third Party Defendant denies the allegations set forth in paragraph 222 of the Counterclaim.

223. Third Party Defendant denies the allegations set forth in paragraph 223 of the Counterclaim.

224. Third Party Defendant denies the allegations set forth in paragraph 224 of the Counterclaim.

225. Third Party Defendant denies the allegations set forth in paragraph 225 of the Counterclaim.

**b. SECOND CAUSE OF ACTION (BREACH OF CONTRACT –
SQUARE LOAN – BY WESTLAND VILLAGE SQUARE, LLC)**

226. Answering the allegations set forth in paragraph 226 of the Counterclaim, Third Party Defendant incorporates its response to paragraphs 1 through 225.

227. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 227 of the Counterclaim, and on that basis denies the same.

228. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 228 of the Counterclaim, and on that basis denies the same.

229. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 229 of the Counterclaim, and on that basis denies the same.

1 230. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 230 of the Counterclaim,
3 and on that basis denies the same.

4 231. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 231 of the Counterclaim,
6 and on that basis denies the same.

7 232. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 232 of the Counterclaim,
9 and on that basis denies the same.

10 233. Third Party Defendant denies the allegations set forth in paragraph 233 of the
11 Counterclaim.

12 234. Third Party Defendant denies the allegations set forth in paragraph 234 of the
13 Counterclaim.

14 235. Third Party Defendant denies the allegations set forth in paragraph 235 of the
15 Counterclaim.

16 236. Third Party Defendant denies the allegations set forth in paragraph 236 of the
17 Counterclaim.

18 237. Third Party Defendant denies the allegations set forth in paragraph 237 of the
19 Counterclaim.

20 **c. THIRD CAUSE OF ACTION (BREACH OF COVENENT OF**
21 **GOOD FAITH AND FAIR DEALING)**

22 238. Answering the allegations set forth in paragraph 238 of the Counterclaim, Third
23 Party Defendant incorporates its response to paragraphs 1 through 237.

24 239. Third Party Defendant admits the allegations set forth in paragraph 239 of the
25 Counterclaim.

26 240. Third Party Defendant is without knowledge or information sufficient to form a
27 belief as to the truth or falsity of the allegations contained in paragraph 240 of the Counterclaim,
28 and on that basis denies the same.

241. Third Party Defendant admits the allegations set forth in paragraph 241 of the Counterclaim.

242. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 242 of the Counterclaim, and on that basis denies the same.

243. Third Party Defendant denies the allegations set forth in paragraph 243 of the Counterclaim.

244. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 244 of the Counterclaim, and on that basis denies the same.

245. Third Party Defendant denies the allegations set forth in paragraph 245 of the Counterclaim.

246. Third Party Defendant denies the allegations set forth in paragraph 246 of the Counterclaim.

247. Third Party Defendant denies the allegations set forth in paragraph 247 of the Counterclaim.

248. Third Party Defendant denies the allegations set forth in paragraph 248 of the Counterclaim.

d. FOURTH CAUSE OF ACTION (DECLARATORY RELIEF)

249. Answering the allegations set forth in paragraph 249 of the Counterclaim, Third Party Defendant incorporates its response to paragraphs 1 through 248.

250. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 250 of the Counterclaim, and on that basis denies the same.

251. Third Party Defendant admits the allegations set forth in paragraph 251 of the Counterclaim.

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1 252. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 252 of the Counterclaim,
3 and on that basis denies the same.

4 253. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 253 of the Counterclaim,
6 and on that basis denies the same.

7 254. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 254 of the Counterclaim,
9 and on that basis denies the same.

10 255. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 255 of the Counterclaim,
12 and on that basis denies the same.

13 256. Third Party Defendant is without knowledge or information sufficient to form a
14 belief as to the truth or falsity of the allegations contained in paragraph 256 of the Counterclaim,
15 and on that basis denies the same.

16 257. Third Party Defendant is without knowledge or information sufficient to form a
17 belief as to the truth or falsity of the allegations contained in paragraph 257 of the Counterclaim,
18 and on that basis denies the same.

19 258. Third Party Defendant is without knowledge or information sufficient to form a
20 belief as to the truth or falsity of the allegations contained in paragraph 258 of the Counterclaim,
21 and on that basis denies the same.

22 259. Third Party Defendant denies the allegations set forth in paragraph 259 of the
23 Counterclaim.

24 **e. FIFTH CAUSE OF ACTION (FRAUD IN THE INDUCEMENT)**

25 260. Answering the allegations set forth in paragraph 260 of the Counterclaim, Third
26 Party Defendant incorporates its response to paragraphs 1 through 259.

27 ///

1 261. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 261 of the Counterclaim,
3 and on that basis denies the same.

4 262. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 262 of the Counterclaim,
6 and on that basis denies the same.

7 263. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 263 of the Counterclaim,
9 and on that basis denies the same.

10 264. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 264 of the Counterclaim,
12 and on that basis denies the same.

13 265. Third Party Defendant denies the allegations set forth in paragraph 265 of the
14 Counterclaim.

15 266. Third Party Defendant denies the allegations set forth in paragraph 266 of the
16 Counterclaim.

17 267. Third Party Defendant denies the allegations set forth in paragraph 267 of the
18 Counterclaim.

19 268. Third Party Defendant denies the allegations set forth in paragraph 268 of the
20 Counterclaim.

21 269. Third Party Defendant is without knowledge or information sufficient to form a
22 belief as to the truth or falsity of the allegations contained in paragraph 269 of the Counterclaim,
23 and on that basis denies the same.

24 270. Third Party Defendant is without knowledge or information sufficient to form a
25 belief as to the truth or falsity of the allegations contained in paragraph 270 of the Counterclaim,
26 and on that basis denies the same.

27 ///

28

271. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 271 of the Counterclaim, and on that basis denies the same.

272. Third Party Defendant denies the allegations set forth in paragraph 272 of the Counterclaim.

273. Third Party Defendant denies the allegations set forth in paragraph 273 of the Counterclaim.

274. Third Party Defendant denies the allegations set forth in paragraph 274 of the Counterclaim.

**f. SIXTH CAUSE OF ACTION (NEGLIGENT
MISREPRESENTATION AND CONCEALMENT)**

275. Answering the allegations set forth in paragraph 275 of the Counterclaim, Third Party Defendant incorporates its response to paragraphs 1 through 274.

276. Third Party Defendant denies the allegations set forth in paragraph 276 of the Counterclaim.

277. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 277 of the Counterclaim, and on that basis denies the same.

278. Third Party Defendant denies the allegations set forth in paragraph 278 of the Counterclaim.

279. Third Party Defendant denies the allegations set forth in paragraph 279 of the Counterclaim.

280. Third Party Defendant denies the allegations set forth in paragraph 280 of the Counterclaim.

281. Third Party Defendant denies the allegations set forth in paragraph 281 of the Counterclaim.

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282. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 282 of the Counterclaim, and on that basis denies the same.

283. Third Party Defendant denies the allegations set forth in paragraph 283 of the Counterclaim.

g. SEVENTH CAUSE OF ACTION (CONVERSION)

284. Answering the allegations set forth in paragraph 284 of the Counterclaim, Third Party Defendant incorporates its response to paragraphs 1 through 283.

285. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 285 of the Counterclaim, and on that basis denies the same.

286. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 286 of the Counterclaim, and on that basis denies the same.

287. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 287 of the Counterclaim, and on that basis denies the same.

288. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 288 of the Counterclaim, and on that basis denies the same.

289. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 289 of the Counterclaim, and on that basis denies the same.

290. Third Party Defendant denies the allegations set forth in paragraph 290 of the Counterclaim.

291. Third Party Defendant denies the allegations set forth in paragraph 291 of the Counterclaim.

///

292. Third Party Defendant denies the allegations set forth in paragraph 292 of the Counterclaim.

293. Third Party Defendant denies the allegations set forth in paragraph 293 of the Counterclaim.

294. Third Party Defendant denies the allegations set forth in paragraph 294 of the Counterclaim.

295. Third Party Defendant denies the allegations set forth in paragraph 295 of the Counterclaim.

296. Third Party Defendant denies the allegations set forth in paragraph 296 of the Counterclaim.

h. EIGHTH CAUSE OF ACTION (INJUNCTIVE RELIEF)

297. Answering the allegations set forth in paragraph 297 of the Counterclaim, Third Party Defendant incorporates its response to paragraphs 1 through 296.

298. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 298 of the Counterclaim, and on that basis denies the same.

299. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 299 of the Counterclaim, and on that basis denies the same.

300. Third Party Defendant denies the allegations set forth in paragraph 300 of the Counterclaim.

301. Third Party Defendant denies the allegations set forth in paragraph 301 of the Counterclaim.

302. Third Party Defendant denies the allegations set forth in paragraph 302 of the Counterclaim.

303. Third Party Defendant denies the allegations set forth in paragraph 303 of the Counterclaim.

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1 304. Third Party Defendant denies the allegations set forth in paragraph 304 of the
2 Counterclaim.

3 305. Third Party Defendant denies the allegations set forth in paragraph 305 of the
4 Counterclaim.

5 306. Third Party Defendant denies the allegations set forth in paragraph 306 of the
6 Counterclaim.

7 **i. NINTH CAUSE OF ACTION (EQUITABLE RELIEF /**
8 **RESCISSION / REFORMATION**

9 307. Answering the allegations set forth in paragraph 307 of the Counterclaim, Third
10 Party Defendant incorporates its response to paragraphs 1 through 306.

11 308. Third Party Defendant is without knowledge or information sufficient to form a
12 belief as to the truth or falsity of the allegations contained in paragraph 308 of the Counterclaim,
13 and on that basis denies the same.

14 309. Third Party Defendant is without knowledge or information sufficient to form a
15 belief as to the truth or falsity of the allegations contained in paragraph 309 of the Counterclaim,
16 and on that basis denies the same.

17 310. Third Party Defendant is without knowledge or information sufficient to form a
18 belief as to the truth or falsity of the allegations contained in paragraph 310 of the Counterclaim,
19 and on that basis denies the same.

20 311. Third Party Defendant is without knowledge or information sufficient to form a
21 belief as to the truth or falsity of the allegations contained in paragraph 311 of the Counterclaim,
22 and on that basis denies the same.

23 312. Third Party Defendant is without knowledge or information sufficient to form a
24 belief as to the truth or falsity of the allegations contained in paragraph 312 of the Counterclaim,
25 and on that basis denies the same.

26 313. Third Party Defendant denies the allegations set forth in paragraph 313 of the
27 Counterclaim.

28 ///

1 314. Third Party Defendant denies the allegations set forth in paragraph 314 of the
2 Counterclaim.

3 315. Third Party Defendant denies the allegations set forth in paragraph 315 of the
4 Counterclaim.

5 316. Third Party Defendant is without knowledge or information sufficient to form a
6 belief as to the truth or falsity of the allegations contained in paragraph 316 of the Counterclaim,
7 and on that basis denies the same.

8 317. Third Party Defendant denies the allegations set forth in paragraph 317 of the
9 Counterclaim.

10 318. Third Party Defendant denies the allegations set forth in paragraph 318 of the
11 Counterclaim.

12 319. Third Party Defendant denies the allegations set forth in paragraph 319 of the
13 Counterclaim.

14 **THIRD PARTY COMPLAINT**

15 **V. CLAIMS FOR RELIEF**

16 **a. FIRST CAUSE OF ACTION (FOR BREACH OF CONTRACT –**
17 **LIBERTY LOAN – BY WESTLAND LIBERTY VILLAGE, LLC)**

18 320. Answering the allegations set forth in paragraph 320 of the Third Party Complaint,
19 Third Party Defendant incorporates its response to paragraphs 1 through 319.

20 321. Third Party Defendant is without knowledge or information sufficient to form a
21 belief as to the truth or falsity of the allegations contained in paragraph 321 of the Third Party
22 Complaint, and on that basis denies the same.

23 322. Third Party Defendant is without knowledge or information sufficient to form a
24 belief as to the truth or falsity of the allegations contained in paragraph 322 of the Third Party
25 Complaint, and on that basis denies the same.

26 323. Third Party Defendant is without knowledge or information sufficient to form a
27 belief as to the truth or falsity of the allegations contained in paragraph 323 of the Third Party
28 Complaint, and on that basis denies the same.

1 324. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 324 of the Third Party
3 Complaint, and on that basis denies the same.

4 325. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 325 of the Third Party
6 Complaint, and on that basis denies the same.

7 326. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 326 of the Third Party
9 Complaint, and on that basis denies the same.

10 327. Third Party Defendant denies the allegations set forth in paragraph 327 of the
11 Third Party Complaint.

12 328. Third Party Defendant denies the allegations set forth in paragraph 328 of the
13 Third Party Complaint.

14 329. Third Party Defendant denies the allegations set forth in paragraph 329 of the
15 Third Party Complaint.

16 330. Third Party Defendant denies the allegations set forth in paragraph 330 of the
17 Third Party Complaint.

18 331. Third Party Defendant denies the allegations set forth in paragraph 331 of the
19 Third Party Complaint.

20 **b. SECOND CAUSE OF ACTION (BREACH OF CONTRACT –**
21 **SQUARE LOAN – BY WESTLAND VILLAGE SQUARE, LLC)**

22 332. Answering the allegations set forth in paragraph 332 of the Third Party Complaint,
23 Third Party Defendant incorporates its response to paragraphs 1 through 331.

24 333. Third Party Defendant is without knowledge or information sufficient to form a
25 belief as to the truth or falsity of the allegations contained in paragraph 333 of the Third Party
26 Complaint, and on that basis denies the same.

27 ///

1 334. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 334 of the Third Party
3 Complaint, and on that basis denies the same.

4 335. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 335 of the Third Party
6 Complaint, and on that basis denies the same.

7 336. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 336 of the Third Party
9 Complaint, and on that basis denies the same.

10 337. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 337 of the Third Party
12 Complaint, and on that basis denies the same.

13 338. Third Party Defendant denies the allegations set forth in paragraph 338 of the
14 Third Party Complaint.

15 339. Third Party Defendant denies the allegations set forth in paragraph 339 of the
16 Third Party Complaint.

17 340. Third Party Defendant denies the allegations set forth in paragraph 340 of the
18 Third Party Complaint.

19 341. Third Party Defendant denies the allegations set forth in paragraph 341 of the
20 Third Party Complaint.

21 342. Third Party Defendant denies the allegations set forth in paragraph 342 of the
22 Third Party Complaint.

23 343. Third Party Defendant denies the allegations set forth in paragraph 343 of the
24 Third Party Complaint.

25 **c. THIRD CAUSE OF ACTION (BREACH OF COVENANT OF**
26 **GOOD FAITH AND FAIR DEALING – BY BOTH THIRD PARTY**
27 **PLAINTIFFS)**
28

344. Answering the allegations set forth in paragraph 344 of the Third Party Complaint, Third Party Defendant incorporates its response to paragraphs 1 through 343.

345. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 345 of the Third Party Complaint, and on that basis denies the same.

346. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 346 of the Third Party Complaint, and on that basis denies the same.

347. Third Party Defendant admits the allegations contained in paragraph 347 of the Third Party Complaint

348. Third Party Defendant denies the allegations set forth in paragraph 348 of the Third Party Complaint.

349. Third Party Defendant denies the allegations set forth in paragraph 349 of the Third Party Complaint.

350. Third Party Defendant denies the allegations set forth in paragraph 350 of the Third Party Complaint.

351. Third Party Defendant denies the allegations set forth in paragraph 351 of the Third Party Complaint.

352. Third Party Defendant denies the allegations set forth in paragraph 352 of the Third Party Complaint.

353. Third Party Defendant denies the allegations set forth in paragraph 353 of the Third Party Complaint.

354. Third Party Defendant denies the allegations set forth in paragraph 354 of the Third Party Complaint.

d. FOURTH CAUSE OF ACTION (DECLARATORY RELIEF)

355. Answering the allegations set forth in paragraph 355 of the Third Party Complaint, Third Party Defendant incorporates its response to paragraphs 1 through 354.

///

1 356. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 356 of the Third Party
3 Complaint, and on that basis denies the same.

4 357. Third Party Defendant is without knowledge or information sufficient to form a
5 belief as to the truth or falsity of the allegations contained in paragraph 357 of the Third Party
6 Complaint, and on that basis denies the same.

7 358. Third Party Defendant is without knowledge or information sufficient to form a
8 belief as to the truth or falsity of the allegations contained in paragraph 358 of the Third Party
9 Complaint, and on that basis denies the same.

10 359. Third Party Defendant is without knowledge or information sufficient to form a
11 belief as to the truth or falsity of the allegations contained in paragraph 359 of the Third Party
12 Complaint, and on that basis denies the same.

13 360. Third Party Defendant is without knowledge or information sufficient to form a
14 belief as to the truth or falsity of the allegations contained in paragraph 360 of the Third Party
15 Complaint, and on that basis denies the same.

16 361. Third Party Defendant is without knowledge or information sufficient to form a
17 belief as to the truth or falsity of the allegations contained in paragraph 361 of the Third Party
18 Complaint, and on that basis denies the same.

19 362. Third Party Defendant is without knowledge or information sufficient to form a
20 belief as to the truth or falsity of the allegations contained in paragraph 362 of the Third Party
21 Complaint, and on that basis denies the same.

22 363. Third Party Defendant is without knowledge or information sufficient to form a
23 belief as to the truth or falsity of the allegations contained in paragraph 363 of the Third Party
24 Complaint, and on that basis denies the same.

25 364. Third Party Defendant is without knowledge or information sufficient to form a
26 belief as to the truth or falsity of the allegations contained in paragraph 364 of the Third Party
27 Complaint, and on that basis denies the same.

28 ///

1 365. Third Party Defendant denies the allegations set forth in paragraph 365 of the
2 Third Party Complaint.

3 **e. FIFTH CAUSE OF ACTION (FRAUD IN THE INDUCEMENT)**

4 366. Answering the allegations set forth in paragraph 366 of the Third Party Complaint,
5 Third Party Defendant incorporates its response to paragraphs 1 through 365.

6 367. Third Party Defendant is without knowledge or information sufficient to form a
7 belief as to the truth or falsity of the allegations contained in paragraph 367 of the Third Party
8 Complaint, and on that basis denies the same.

9 368. Third Party Defendant is without knowledge or information sufficient to form a
10 belief as to the truth or falsity of the allegations contained in paragraph 368 of the Third Party
11 Complaint, and on that basis denies the same.

12 369. Third Party Defendant is without knowledge or information sufficient to form a
13 belief as to the truth or falsity of the allegations contained in paragraph 369 of the Third Party
14 Complaint, and on that basis denies the same.

15 370. Third Party Defendant is without knowledge or information sufficient to form a
16 belief as to the truth or falsity of the allegations contained in paragraph 370 of the Third Party
17 Complaint, and on that basis denies the same.

18 371. Third Party Defendant denies the allegations set forth in paragraph 371 of the
19 Third Party Complaint.

20 372. Third Party Defendant denies the allegations set forth in paragraph 372 of the
21 Third Party Complaint.

22 373. Third Party Defendant denies the allegations set forth in paragraph 373 of the
23 Third Party Complaint.

24 374. Third Party Defendant denies the allegations set forth in paragraph 374 of the
25 Third Party Complaint.

26 375. Third Party Defendant is without knowledge or information sufficient to form a
27 belief as to the truth or falsity of the allegations contained in paragraph 375 of the Third Party
28 Complaint, and on that basis denies the same.

1 376. Third Party Defendant is without knowledge or information sufficient to form a
2 belief as to the truth or falsity of the allegations contained in paragraph 376 of the Third Party
3 Complaint, and on that basis denies the same.

4 377. Third Party Defendant denies the allegations set forth in paragraph 377 of the
5 Third Party Complaint.

6 378. Third Party Defendant denies the allegations set forth in paragraph 378 of the
7 Third Party Complaint.

8 379. Third Party Defendant denies the allegations set forth in paragraph 379 of the
9 Third Party Complaint.

10 380. Third Party Defendant denies the allegations set forth in paragraph 380 of the
11 Third Party Complaint.

12 **f. SIXTH CAUSE OF ACTION (NEGLIGENT**
13 **MISREPRESENTATION AND CONCEALMENT)**

14 381. Answering the allegations set forth in paragraph 381 of the Third Party Complaint,
15 Third Party Defendant incorporates its response to paragraphs 1 through 380.

16 382. Third Party Defendant denies the allegations set forth in paragraph 382 of the
17 Third Party Complaint.

18 383. Third Party Defendant is without knowledge or information sufficient to form a
19 belief as to the truth or falsity of the allegations contained in paragraph 383 of the Third Party
20 Complaint, and on that basis denies the same.

21 384. Third Party Defendant denies the allegations set forth in paragraph 384 of the
22 Third Party Complaint.

23 385. Third Party Defendant denies the allegations set forth in paragraph 385 of the
24 Third Party Complaint.

25 386. Third Party Defendant denies the allegations set forth in paragraph 386 of the
26 Third Party Complaint.

27 387. Third Party Defendant denies the allegations set forth in paragraph 387 of the
28 Third Party Complaint.

1 388. Third Party Defendant denies the allegations set forth in paragraph 388 of the
2 Third Party Complaint.

3 389. Third Party Defendant denies the allegations set forth in paragraph 389 of the
4 Third Party Complaint.

5 **g. SEVENTH CAUSE OF ACTION (INTENTIONAL**
6 **INTERFERENCE WITH CONTRACT)**

7 390. Answering the allegations set forth in paragraph 390 of the Third Party Complaint,
8 Third Party Defendant incorporates its response to paragraphs 1 through 389.

9 391. Third Party Defendant is without knowledge or information sufficient to form a
10 belief as to the truth or falsity of the allegations contained in paragraph 391 of the Third Party
11 Complaint, and on that basis denies the same.

12 392. Third Party Defendant denies the allegations set forth in paragraph 392 of the
13 Third Party Complaint.

14 393. Third Party Defendant is without knowledge or information sufficient to form a
15 belief as to the truth or falsity of the allegations contained in paragraph 393 of the Third Party
16 Complaint, and on that basis denies the same.

17 394. Third Party Defendant denies the allegations set forth in paragraph 394 of the
18 Third Party Complaint.

19 395. Third Party Defendant denies the allegations set forth in paragraph 395 of the
20 Third Party Complaint.

21 396. Third Party Defendant denies the allegations set forth in paragraph 396 of the
22 Third Party Complaint.

23 397. Third Party Defendant denies the allegations set forth in paragraph 397 of the
24 Third Party Complaint.

25 398. Third Party Defendant denies the allegations set forth in paragraph 398 of the
26 Third Party Complaint.

27 399. Third Party Defendant denies the allegations set forth in paragraph 399 of the
28 Third Party Complaint.

1 400. Third Party Defendant denies the allegations set forth in paragraph 400 of the
2 Third Party Complaint.

3 **h. EIGHTH CAUSE OF ACTION (CONVERSION)**

4 401. Answering the allegations set forth in paragraph 401 of the Third Party Complaint,
5 Third Party Defendant incorporates its response to paragraphs 1 through 400.

6 402. Third Party Defendant is without knowledge or information sufficient to form a
7 belief as to the truth or falsity of the allegations contained in paragraph 402 of the Third Party
8 Complaint, and on that basis denies the same.

9 403. Third Party Defendant is without knowledge or information sufficient to form a
10 belief as to the truth or falsity of the allegations contained in paragraph 403 of the Third Party
11 Complaint, and on that basis denies the same.

12 404. Third Party Defendant is without knowledge or information sufficient to form a
13 belief as to the truth or falsity of the allegations contained in paragraph 404 of the Third Party
14 Complaint, and on that basis denies the same.

15 405. Third Party Defendant is without knowledge or information sufficient to form a
16 belief as to the truth or falsity of the allegations contained in paragraph 405 of the Third Party
17 Complaint, and on that basis denies the same.

18 406. Third Party Defendant denies the allegations set forth in paragraph 406 of the
19 Third Party Complaint.

20 407. Third Party Defendant denies the allegations set forth in paragraph 407 of the
21 Third Party Complaint.

22 408. Third Party Defendant denies the allegations set forth in paragraph 408 of the
23 Third Party Complaint.

24 409. Third Party Defendant denies the allegations set forth in paragraph 409 of the
25 Third Party Complaint.

26 410. Third Party Defendant denies the allegations set forth in paragraph 410 of the
27 Third Party Complaint.

28 ///

1 411. Third Party Defendant denies the allegations set forth in paragraph 411 of the
2 Third Party Complaint.

3 412. Third Party Defendant denies the allegations set forth in paragraph 412 of the
4 Third Party Complaint.

5 **i. NINTH CAUSE OF ACTION (INJUNCTIVE RELIEF)**

6 413. Answering the allegations set forth in paragraph 413 of the Third Party Complaint,
7 Third Party Defendant incorporates its response to paragraphs 1 through 412.

8 414. Third Party Defendant is without knowledge or information sufficient to form a
9 belief as to the truth or falsity of the allegations contained in paragraph 414 of the Third Party
10 Complaint, and on that basis denies the same.

11 415. Third Party Defendant is without knowledge or information sufficient to form a
12 belief as to the truth or falsity of the allegations contained in paragraph 415 of the Third Party
13 Complaint, and on that basis denies the same.

14 416. Third Party Defendant denies the allegations set forth in paragraph 416 of the
15 Third Party Complaint.

16 417. Third Party Defendant denies the allegations set forth in paragraph 417 of the
17 Third Party Complaint.

18 418. Third Party Defendant denies the allegations set forth in paragraph 418 of the
19 Third Party Complaint.

20 419. Third Party Defendant denies the allegations set forth in paragraph 419 of the
21 Third Party Complaint.

22 420. Third Party Defendant denies the allegations set forth in paragraph 420 of the
23 Third Party Complaint.

24 421. Third Party Defendant denies the allegations set forth in paragraph 421 of the
25 Third Party Complaint.

26 422. Third Party Defendant denies the allegations set forth in paragraph 422 of the
27 Third Party Complaint.

28 ///

j. TENTH CAUSE OF ACTION (EQUITABLE RELIEF /
RESCISSION / REFORMATION)

423. Answering the allegations set forth in paragraph 423 of the Third Party Complaint, Third Party Defendant incorporates its response to paragraphs 1 through 422.

424. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 424 of the Third Party Complaint, and on that basis denies the same.

425. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 425 of the Third Party Complaint, and on that basis denies the same.

426. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 426 of the Third Party Complaint, and on that basis denies the same.

427. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 427 of the Third Party Complaint, and on that basis denies the same.

428. Third Party Defendant is without knowledge or information sufficient to form a belief as to the truth or falsity of the allegations contained in paragraph 428 of the Third Party Complaint, and on that basis denies the same.

429. Third Party Defendant denies the allegations set forth in paragraph 429 of the Third Party Complaint.

430. Third Party Defendant denies the allegations set forth in paragraph 430 of the Third Party Complaint.

431. Third Party Defendant denies the allegations set forth in paragraph 431 of the Third Party Complaint.

432. Third Party Defendant denies the allegations set forth in paragraph 432 of the Third Party Complaint.

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1 433. Third Party Defendant denies the allegations set forth in paragraph 433 of the
2 Third Party Complaint.

3 434. Third Party Defendant denies the allegations set forth in paragraph 434 of the
4 Third Party Complaint.

5 435. Third Party Defendant denies the allegations set forth in paragraph 435 of the
6 Third Party Complaint.

7 **GENERAL DENIAL**

8 Third Party Defendant denies each and every allegation set forth in the Third Party
9 Complaint not expressly admitted herein.

10 **AFFIRMATIVE DEFENSES**

11 WHEREFORE, having fully answered Third Party Plaintiffs' Third Party Complaint,
12 Third Party Defendant asserts the following affirmative defenses:

- 13 1. Third Party Plaintiffs fail to state a claim upon which relief may be granted.
- 14 2. Third Party Plaintiffs' damages, if any, were caused by the actions of third parties,
15 and not as a result of any action or obligation of Third Party Defendant.
- 16 3. Third Party Plaintiffs' damages, if any, were the result of Third Party Plaintiffs'
17 own actions.
- 18 4. Third Party Plaintiffs' claims fail because Third Party Defendant did not cause
19 the alleged damages or injuries.
- 20 5. Third Party Plaintiffs' claims are barred, in whole or in part, as a result of Third
21 Party Plaintiffs' assumption of the risk.
- 22 6. Third Party Plaintiffs failed to mitigate any damages and/or losses claimed to have
23 been suffered by Third Party Plaintiffs.
- 24 7. Third Party Defendant appropriately, completely and fully performed and
25 discharged any and all of its respective obligations and legal duties arising out of the matters
26 alleged in the Third Party Complaint and any recovery by Third Party Plaintiffs would be unjust
27 and inequitable under these circumstances and, therefore, barred by the doctrine on
28 "preponderance of the equities."

1 8. Any award of punitive damages to Third Party Plaintiffs in this case would be
2 violative of the constitutional safeguards provided to Third Party Defendant under the Nevada
3 Constitution and/or the United States Constitution.

4 9. Third Party Plaintiffs are not entitled to interest, attorneys' fees or costs in
5 connection with this lawsuit.

6 10. Third Party Defendant had no special relationship with Third Party Plaintiffs that
7 would impose a heightened duty of care.

8 11. Third Party Defendant owed no legal duty to Third Party Plaintiffs with regarding
9 to the matters alleged in the Third Party Complaint.

10 12. Third Party Defendant fulfilled and complied with any and all obligations
11 imposed by law or under the parties' agreement, if any.

12 13. Third Party Plaintiffs' claims are barred by the economic loss doctrine.

13 14. Third Party Plaintiffs' damages are barred by the doctrines of waiver, ratification,
14 and estoppel.

15 15. Third Party Plaintiffs asserts no legal basis for recovery of attorneys' fees.

16 16. Third Party Defendant adopts and incorporates by reference each and every other
17 affirmative defense asserted by any other party herein.

18 17. At the time of the filing of this Answer, all possible affirmative defenses may not
19 have been alleged inasmuch as insufficient facts and other relevant information may not have
20 been available after reasonable inquiry, and therefore, Third Party Defendant reserves the right
21 to amend this Answer to allege affirmative defenses if subsequent investigation warrants the
22 same.

23 WHEREFORE, having fully answered the Third Party Complaint, Third Party Defendant
24 prays for the following relief:

25 1. That Third Party Plaintiffs receive nothing by way of the Third Party Complaint,
26 and that the claims be dismissed with prejudice and be forever barred;

27 2. That Third Party Plaintiffs' request for damages be denied with prejudice.

28 ///

4. For such other and further relief as the Court deems just and proper under the circumstances.

HOLLAND & HART LLP

*Attorneys for Third Party Defendant
Grandbridge Real Estate Capital, LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 19th day of October 2020, and pursuant to N.R.C.P. 5(b), a true and correct copy of the foregoing **ANSWER TO THIRD PARTY COMPLAINT** was served on the following parties in the manner set forth below:

☒ VIA THE COURT'S ELECTRONIC SERVICE SYSTEM:

John Benedict, Esq.
Law Offices of John Benedict
2190 E. Pebble Road, Suite 260
Las Vegas, NV 89123

Nathan G. Kanute, Esq.
David L. Edelbute, Esq.
Snell & Wilmer L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169

Attorney for Westland Liberty Village, LLC &
Westland Village Square LLC

Attorneys for Plaintiff

☐ HAND DELIVERY

☐ E-MAIL TRANSMISSION

☐ U.S. MAIL, POSTAGE PREPAID

☐ U.S. MAIL, POSTAGE PREPAID

/s/ C. Bowman
An employee of HOLLAND & HART LLP

15595556_V1

ORDR

JOHN BENEDICT, ESQ.

Nevada Bar No. 005581

LAW OFFICES OF JOHN BENEDICT

2190 E. Pebble Road, Suite 260

Las Vegas, NV 89123

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E-Mail: John@BenedictLaw.com

Attorneys for Defendants/Counterclaimants/ Third
Party Plaintiffs Westland Liberty Village, LLC &
Westland Village Square LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Plaintiff,

vs.

WESTLAND LIBERTY VILLAGE, LLC, a
Nevada Limited Liability Company; and
WESTLAND VILLAGE SQUARE, LLC, a
Nevada Limited Liability Company

Defendants.

CASE NO. A-20-819412-C

DEPT NO. 4

**ORDER GRANTING DEFENDANTS'
MOTION FOR PRELIMINARY
INJUNCTION AND DENYING
APPLICATION FOR APPOINTMENT OF
RECEIVER**

Hearing Date: October 13, 2020

Hearing Time: 10:30 a.m.

AND ALL RELATED ACTIONS

Defendants' Counter-Motion for a Preliminary Injunction having come before the Court on
October 13, 2020, and John Benedict, Esq. appearing on behalf of Defendants Westland Liberty
Village LLC and Westland Village Square LLC, and Bob Olson, Esq. appearing on behalf of
Plaintiff Federal National Mortgage Association.

Pursuant to Westland Liberty Village LLC's and Westland Village Square LLC's (in
combination "Westland") Counter-Motion for a Temporary Restraining Order and/or Preliminary
Injunction ("Motion"), the Affidavit of Yanki Greenspan, the Affidavit of Shimon Greenspan,

1 Westland’s Counterclaim and Third Party Complaint, and the Court having reviewed the pleadings
2 and papers on file herein, including any filed by Plaintiff Federal National Mortgage Association
3 (“Fannie Mae”), as well as Fannie Mae’s Application for Appointment of Receiver and supporting
4 papers (the “Application”), and having heard the arguments presented by Counsel, after considering
5 and relying upon only admissible evidence, this Court in part applying its discretion including
6 weighing the credibility of the declarations and other proof submitted in support of and in opposition
7 to the Motions, enters the following findings of fact, conclusions of law, and Orders the following:

8 ***FINDINGS OF FACT***

9 1. Fannie Mae admits conducting a property condition assessment at the multi-family
10 apartment communities owned by Westland and located at 4870 Nellis Oasis Lane, Las Vegas, NV
11 89115 [Assessor’s Parcel Nos. 140-08-710-161, 140-08-711-273 and 140-08-712-289] (the “Liberty
12 Village Property”) and 5025 Nellis Oasis Lane, Las Vegas, NV 89115 [Assessor’s Parcel Nos. 140-
13 08-702-002 and 140-08-702-003] (the “Village Square Property,” or in combination the
14 “Properties”) in September 2018.

15 2. Westland has submitted evidence that it has spent over \$1.7 million in capital
16 improvements since the property condition assessment was conducted, \$3.5 million in capital
17 improvements since the Properties were purchased, \$1,573,000 in security costs at the Properties,
18 that it employs an on-site staff of 32 employees, all of which support that the condition of the
19 Properties has not deteriorated.

20 3. Westland submitted 2300 pages of work orders and related documents for renovations
21 it performed on vacant units from September 2019 through June 2020, which further supports that
22 the condition of the Properties has not deteriorated.

23 4. Statements from unbiased third-parties, including the Office of the Clark County
24 Commissioner and the Nevada State Apartment Association, support that the condition of the
25 Properties has not deteriorated.

5. The Court finds Westland has submitted substantial evidence that no deterioration of the condition of the Liberty Village Property and Village Square Property has occurred.

6. The two loan agreements both contain terms, including in Section 6.03(c), requiring a showing of deterioration in order to perform a property condition assessment or take further action related to the Repair Reserve or Replacement Reserve accounts. Without Fannie Mae showing there was deterioration at the Properties, there can be no default by Westland's not placing additional funds into those two accounts. Fannie Mae has not shown deterioration of the Properties. In fact, Westland has shown the opposite at this early stage, even without any formal discovery. The lack of demonstrated deterioration is enough to warrant a preliminary injunction as set forth herein.

7. Fannie Mae admits that in August 2018 when the loan agreement for the Liberty Village Property was assumed the parties agreed to a combined total of \$105,032.03 for the Repair Reserve and Replacement Reserve, which was fully funded on the date of the date the loan was assumed, plus an additional monthly Replacement Reserve payment of \$18,600.00.

8. Fannie Mae admits that in August 2018 when the loan agreement for the Village Square Property was assumed the parties agreed to a combined total of \$38,287.25 for the Repair Reserve and Replacement Reserve, which was fully funded on the date of the date the loan was assumed, plus additional monthly Replacement Reserve payments of \$10,259.08.

9. The undisputed facts establish that Westland paid \$18,600.00 each month for the Liberty Village Replacement Reserve and \$10,259.08 each month for the Village Square Replacement Reserve consistent with the schedules to the loan agreements as executed in August 2018, as well as the principal and interest payments that were required by the loan agreements.

10. Fannie Mae admits that its servicer, Grandbridge Real Estate Capital, LLC (“Grandbridge”) forwarded a Notice of Demand, dated October 18, 2019, on its behalf that sought a combined \$2.85 million additional reserve deposit from Westland for the Liberty Village Property and Village Square Property, which necessarily was based on a modification of the reserve amounts listed in the loan agreements.

11. By relying on the Notice of Demand, Fannie Mae admits that Grandbridge transferred all funds it held on Westland's behalf for each Property from the interest bearing Replacement Reserve account to the non-interest bearing Repair Reserve account.

12. Fannie Mae admits forwarding a Notice of Default and Acceleration of Note, dated December 17, 2019, which sought to hold Westland in default under the loan agreements that were assumed with Fannie Mae for not depositing the additional \$2.85 million Fannie Mae demanded, sought acceleration of the note for each Property, and sought not only the full principal balance but also default interest and costs. Fannie Mae further admits that, due to the asserted default, it holds \$1,000,000.00 in insurance proceeds from work Westland had performed, and paid for, at the Properties. Based solely on that purported default, Fannie Mae has refused to turn those funds over to Westland.

13. Fannie Mae admits forwarding a Demand and Notice Pursuant to NRS 107A.270, dated December 17, 2019, which sought to revoke Westland's license to collect rents at the Properties, which is based solely on the purported default arising from not depositing an additional \$2.85 million into reserves.

14. Fannie Mae admits pursuing a foreclosure against Westland's Properties by filing a Notice of Default and Election to Sell under Deed of Trust, dated July 8, 2020, and taking actions in furtherance of foreclosure against each of the Properties, which is based solely on the purported default arising from not depositing an additional \$2.85 million into reserves.

CONCLUSIONS OF LAW

1. NRC 65(b) provides the Court with the authority to issue a preliminary injunction;
2. NRS 33.010 provides that an injunction may be granted in the following cases:
 - a. “When it shall appear by the [pleadings] that the [requesting party] is entitled to the relief demanded, and such relief or any part thereof consists in restraining the commission or continuance of an act complained of, either for a limited period or perpetually.”

b. “When it shall appear by the complaint or affidavit that the commission or continuance of some act, during the litigation, would produce great or irreparable injury to the [requesting party].”

c. “When it shall appear, during the litigation, that the [non-requesting party] is doing or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the [requesting parties’] rights respecting the subject of the action, and tending to render the judgment ineffectual.”

3. A preliminary injunction is available upon a showing that the party seeking the injunction enjoys a “reasonable probability of success on the merits” and that the non-moving party’s “conduct, if allowed to continue, will result in irreparable harm for which compensatory damages is an inadequate remedy.” *Sobol v. Capital Management Consultants, Inc.*, 102 Nev. 444, 446 (1986); *Clark County School Dist. v. Buchanan*, 112 Nev. 1146, 924 P.2d 716, 719 (1996). The Court “may also weigh the public interest and relative hardships of the parties ...” *Id.* (citing *Pickett v. Commanche Construction Inc.*, 108 Nev. 422, 426, 836 P.2d 42, 44 (1992)).

4. The ultimate purpose of the preliminary injunction is to preserve the status quo so as to prevent irreparable harm. *Dixon v. Thatcher et al.*, 103 Nev. 414, 415, 742 P2d 1029 (1987).

5. Westland has shown a reasonable probability of success on the merits for the relief it seeks via Counterclaim in this case. This element is thus satisfied in Westland's Counter-Motion for a Preliminary Injunction because Fannie Mae has failed to establish that any default has occurred, and even viewing the evidence and arguments Fannie Mae presented in the best light for it, at best for Fannie Mae there are substantial factual disputes related to whether any default occurred. Fannie Mae's papers admit pursuing a foreclosure against Westland's Properties by filing a Notice of Default and Intent to Sell, and such actions may amount to a breach of contract, failure to service the loan in good faith, and may support the other claims and damages in Westland's Counterclaim.

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6. Westland would suffer irreparable harm to its interests in real property, to its personnel, and to an ongoing business in the absence of such an order to enjoin Fannie Mae's actions. First, real property is unique. Second, Westland has invested millions of dollars into the Properties, has substantial equity in them, and has significantly improved the living conditions at the Properties. Westland has been recognized by independent third parties for these successes, including lowering the crime rate at the Properties. Specifically, Westland has received various commendations from the Las Vegas Metropolitan Police Department, housing authorities, and the local governments. Third, Westland has invested heavily in personnel for the Properties, including paying in excess of \$1.5M for salaries and related expenses for security personnel. All told, Westland has over thirty people working at the Property, and part of the irreparable harm will be those people losing their jobs if Fannie Mae's foreclosure is allowed to proceed or if the Court appoints a receiver.

7. Based upon the above, and all evidence and documentation submitted, and here specifically applying the Court's discretion, the prejudice to Westland is much greater than the prejudice to Fannie Mae if no injunction is issued in this case.

8. Issuance of a preliminary injunction as requested by Westland would preserve the status quo until this matter is fully resolved on the merits.

9. Westland has met their burden of proof to support this Preliminary Injunction through competent evidence.

10. Westland has made a substantial investment in the collateral securing the loan and continue to maintain substantial funds within the Repair Escrow Account and Replacement Escrow Account that render the need for a bond for a preliminary injunction to be de minimus.

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1 11. Fannie Mae's has not shown good cause for its Application for Appointment of a
2 Receiver because it has not carried its burden to show any default occurred and based on the lack of
3 evidence of irreparable harm or substantial loss to collateral to Fannie Mae.

4 **THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and DECREED** that
5 Defendant's Countermotion for a Preliminary Injunction is **GRANTED**;

6 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that Plaintiff's Application for
7 Appointment of a Receiver is **DENIED**;

8 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that:

9 (1) Fannie Mae, including, without limitation, Fannie Mae's servicers, agents, affiliates,
10 representatives, officers, managers, directors, shareholders, members, partners, trustees, and other
11 persons exercising or having control over the affairs of Fannie Mae, (collectively the "Enjoined
12 Parties") are enjoined from taking any and all actions to foreclose or continue the foreclosure
13 process upon Westland's Properties, and may not conduct any foreclosure proceeding or foreclosure
14 sale on Properties until further order of this Court;

15 (2) The Enjoined Parties may not continue to maintain the Liberty Village Notice of Default
16 and Election to Sell under Deed of Trust, dated July 8, 2020, which shall immediately be removed
17 from the title of the Liberty Village Property;

18 (3) The Enjoined Parties may not continue to maintain the Village Square Notice of Default
19 and Election to Sell under Deed of Trust, dated July 8, 2020, which shall immediately be removed
20 from the title of the Village Square Property;

21 (4) The Enjoined Parties may not interfere with Westland's enjoyment of the Properties
22 pending a final determination of the rights and obligations of the parties pursuant to the Multifamily
23 Loan and Security Agreement entered by and between Lenders and Westland on August 29, 2018;

24 //

25 //

1 (5) Fannie Mae's Application to appoint a receiver is denied, and the Enjoined Parties are
2 further enjoined from and may not do the following acts:

3 a) appoint a receiver;

4 b) take possession of any real or personal property, which prohibition extends to both
5 tangible or intangible property, including, without limitation, all land, buildings and
6 structures, leases, rents, fixtures, and movable personal property that may be
7 identified as "Leases," "Rents" or "Mortgaged Property" in any "Multifamily Deed of
8 Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing,"
9 located at or related to the Village Square Property and Liberty Village Property
10 (hereinafter the "Property") referenced in both parties pleadings;

11 c) obtain possession of, exercise control over, enforce a judgment, enforce a lien,
12 foreclose, enforce a Deed of Trust, or otherwise take any action against the Property,
13 without specific permission from or a further determination of this Court;

14 d) interfere with Westland, directly or indirectly, in the management and operation of
15 the Property, the collection of rents derived from the Property, or do any act which
16 will, or which will tend to, impair, defeat, divert, prevent, or prejudice Westland's use
17 or preservation of the Property (including the leases, rents and reserve-escrow
18 accounts related thereto) or the interest of Westland in the Property and in said leases,
19 rents, and reserve-escrow accounts;

20 e) fail to turn over to Westland the monthly debt service invoices for the Property,
21 which have been withheld between February 2020 and present, and on a going
22 forward basis, Fannie Mae or its servicer will forward the monthly statements Fannie
23 Mae's servicers produce for any borrower who is not in default;

24 f) fail to process loan payments consistent with the terms of the loan agreement,
25 including that Fannie Mae, or its servicer, will return to the ordinary practice of auto-
26 debiting Westland's account for the amount of the non-default normal monthly debt

1 service payment each month;

2 g) retain possession of any funds paid in excess of the non-default monthly debt
3 service payments, which excess funds Westland paid between February 2020 and the
4 present based on the refusal of Fannie Mae's servicer to produce monthly statements
5 to Westland;

6 h) fail to disburse or turn over to Westland any funds currently held or initially held in
7 the Restoration Reserve Account, which funds were earmarked for the repair of the
8 fire-damaged buildings, Buildings 3426 and 3517, regardless of whether Fannie Mae
9 continues to maintain those funds in the same account or has transferred those funds
10 to another account;

11 i) continue to improperly maintain the funds designated to be held in the interest
12 bearing Replacement Reserve Account for each of the Properties in the non-interest
13 bearing Repair Reserve Account for each of the Properties, to restore any balance that
14 has already been transferred, and to credit the Replacement Reserve Account for the
15 interest that Westland would have earned;

16 j) continue to refuse to respond to Reserve Disbursement Requests for more than 10
17 days, or to fail to disburse funds held in the Repair Reserve and Replacement Reserve
18 escrow accounts in response to requests submitted consistent with the terms of the
19 loan agreements;

20 k) continue to maintain the Notice of Demand, dated October 18, 2019, which will be
21 held to be retracted and stricken;

22 l) continue to maintain the Notice of Default and Acceleration of Note, dated
23 December 17, 2019, which will be deemed retracted and stricken;


24 m) continue to maintain the Demand and Notice Pursuant to NRS 107A.270, dated
25 December 17, 2019, which will be deemed retracted and stricken;

26 n) otherwise displace Westland from the operation or management of the Property;

1 o) take any adverse action against any Westland entity in relation to other loans,
2 discriminate against or blacklist any Westland entity on new loan or loan refinancing
3 applications, including by placing Westland on “a-check,” adding a fee to any loan
4 quoted or adding an interest rate surcharge to such applications, based on the
5 purported default that arose from failing to deposit the additional \$2.85 million into
6 escrow as requested.

7 IT IS FURTHER ORDERED, ADJUDGED and DECREED that the bond amount related to this
8 preliminary injunction shall be \$1,000.00 for Defendants, which Defendants may also meet by
9 depositing \$1000.00 cash with this Court. **IT IS SO ORDERED.**

10 Dated: November __, 2020



The Honorable Kerry Earley
DISTRICT COURT JUDGE
Kerry Earley
District Court Judge

11
12 //
13 //

1 Agreed as to Form and Content:
2

3 SNELL & WILMER L.L.P.
4

5 By: **DOES NOT APPROVE**
6 Nathan G. Kanute, Esq.
7 Bob L. Olson, Esq.
8 David L. Edelblute, Esq.
9 3883 Howard Hughes Parkway, Suite 1100
10 Las Vegas, NV 89169

11 *Attorneys for Plaintiff Federal National*
12 *Mortgage Association*

13 LAW OFFICES OF JOHN BENEDICT

14 By: **/s/ John Benedict**
15 John Benedict, Esq.
16 2190 E. Pebble Road, Suite 260
17 Las Vegas, Nevada 89123

18 *Attorneys for Defendants/Counterclaimants/Third Party Plaintiffs Westland Liberty Village,*
19 *LLC & Westland Village Square LLC*

20 *Respectfully Submitted:*
21

22 Dated: November 16, 2020

23 LAW OFFICES OF JOHN BENEDICT

24 By: **/s/ John Benedict**
25 John Benedict, Esq.
26 2190 E. Pebble Road, Suite 260
27 Las Vegas, Nevada 89123

28 *Attorneys for Defendants/Counterclaimants/Third Party Plaintiffs Westland Liberty Village,*
LLC & Westland Village Square LLC

1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Federal National Mortgage,
7 Plaintiff(s)

CASE NO: A-20-819412-B

8 vs.

DEPT. NO. Department 13

9 Westland Liberty Village, LLC,
10 Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12
13 This automated certificate of service was generated by the Eighth Judicial District
14 Court. The foregoing Order was served via the court's electronic eFile system to all
recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 11/20/2020

16 Joseph Went	jgwent@hollandhart.com
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19 John Benedict	john@benedictlaw.com
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21 Nathan Kanute	nkanute@swlaw.com
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24 Bob Olson	bolson@swlaw.com
25 Jacqueline Gaudie	jacqueline@benedictlaw.com

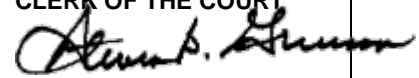
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APP1567

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Charlie Bowman	cabowman@hollandhart.com
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If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 11/23/2020

John Benedict	2190 E. Pebble Road Suite 260 Las Vegas, NV, 89123
---------------	--



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6 Las Vegas, Nevada 89123
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9 Email: John@Benedictlaw.com
10 Attorneys for Defendants

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 *****

11)
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FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Plaintiffs,
vs.

WESTLAND LIBERTY VILLAGE, LLC and
WESTLAND VILLAGE SQUARE, LLC,

Defendants,

CASE NO.: A-20-819412-C
DEPT. NO.: 4

NOTICE OF ENTRY OF ORDER

AND ALL RELATED ACTIONS

PLEASE TAKE NOTICE that an **ORDER GRANTING DEFENDANTS' MOTION**
FOR PRELIMINARY INJUNCTION AND DENYING APPLICATION FOR
APPOINTMENT OF RECEIVER,

//

//

1 was entered in the above-entitled matter on November 20, 2020. A true and correct copy is attached
2 hereto.

3 **DATED** this_24th_ day of November, 2020.

4 **LAW OFFICES OF JOHN BENEDICT**

5
6 By: /s/ John Benedict
7 John Benedict, Esq. (SBN 5581)
8 2190 East Pebble Road, Suite 260
9 Las Vegas, Nevada 89123
10 Email: John@Benedictlaw.com
11 Attorneys for Defendants
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CERTIFICATE OF SERVICE

I hereby certify that on this_24th_ day of November, 2020, a copy of the foregoing
**NOTICE OF ENTRY OF ORDER GRANTING DEFENDANTS' MOTION FOR
PRELIMINARY INJUNCTION AND DENYING APPLICATION FOR APPOINTMENT
OF RECEIVER** were served on the parties listed below via electronic service through Odyssey to
the following:

Bob Olson, Esq.
Nathan G. Kanute, Esq.
David L. Edelblute, Esq.
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Email: nkanute@swlaw.com; dedelblute@swlaw.com
Attorneys for Plaintiffs

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Attorney for Third Party Defendant

_____/s/ Igor Makarov_____
An Employee of the Law Offices of John Benedict

ORDR

JOHN BENEDICT, ESQ.

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Attorneys for Defendants/Counterclaimants/ Third
Party Plaintiffs Westland Liberty Village, LLC &
Westland Village Square LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Plaintiff,

vs.

WESTLAND LIBERTY VILLAGE, LLC, a
Nevada Limited Liability Company; and
WESTLAND VILLAGE SQUARE, LLC, a
Nevada Limited Liability Company

Defendants.

CASE NO. A-20-819412-C

DEPT NO. 4

**ORDER GRANTING DEFENDANTS'
MOTION FOR PRELIMINARY
INJUNCTION AND DENYING
APPLICATION FOR APPOINTMENT OF
RECEIVER**

Hearing Date: October 13, 2020

Hearing Time: 10:30 a.m.

AND ALL RELATED ACTIONS

Defendants' Counter-Motion for a Preliminary Injunction having come before the Court on
October 13, 2020, and John Benedict, Esq. appearing on behalf of Defendants Westland Liberty
Village LLC and Westland Village Square LLC, and Bob Olson, Esq. appearing on behalf of
Plaintiff Federal National Mortgage Association.

Pursuant to Westland Liberty Village LLC's and Westland Village Square LLC's (in
combination "Westland") Counter-Motion for a Temporary Restraining Order and/or Preliminary
Injunction ("Motion"), the Affidavit of Yanki Greenspan, the Affidavit of Shimon Greenspan,

1 Westland’s Counterclaim and Third Party Complaint, and the Court having reviewed the pleadings
2 and papers on file herein, including any filed by Plaintiff Federal National Mortgage Association
3 (“Fannie Mae”), as well as Fannie Mae’s Application for Appointment of Receiver and supporting
4 papers (the “Application”), and having heard the arguments presented by Counsel, after considering
5 and relying upon only admissible evidence, this Court in part applying its discretion including
6 weighing the credibility of the declarations and other proof submitted in support of and in opposition
7 to the Motions, enters the following findings of fact, conclusions of law, and Orders the following:

8 ***FINDINGS OF FACT***

9 1. Fannie Mae admits conducting a property condition assessment at the multi-family
10 apartment communities owned by Westland and located at 4870 Nellis Oasis Lane, Las Vegas, NV
11 89115 [Assessor’s Parcel Nos. 140-08-710-161, 140-08-711-273 and 140-08-712-289] (the “Liberty
12 Village Property”) and 5025 Nellis Oasis Lane, Las Vegas, NV 89115 [Assessor’s Parcel Nos. 140-
13 08-702-002 and 140-08-702-003] (the “Village Square Property,” or in combination the
14 “Properties”) in September 2018.

15 2. Westland has submitted evidence that it has spent over \$1.7 million in capital
16 improvements since the property condition assessment was conducted, \$3.5 million in capital
17 improvements since the Properties were purchased, \$1,573,000 in security costs at the Properties,
18 that it employs an on-site staff of 32 employees, all of which support that the condition of the
19 Properties has not deteriorated.

20 3. Westland submitted 2300 pages of work orders and related documents for renovations
21 it performed on vacant units from September 2019 through June 2020, which further supports that
22 the condition of the Properties has not deteriorated.

23 4. Statements from unbiased third-parties, including the Office of the Clark County
24 Commissioner and the Nevada State Apartment Association, support that the condition of the
25 Properties has not deteriorated.

5. The Court finds Westland has submitted substantial evidence that no deterioration of the condition of the Liberty Village Property and Village Square Property has occurred.

6. The two loan agreements both contain terms, including in Section 6.03(c), requiring a showing of deterioration in order to perform a property condition assessment or take further action related to the Repair Reserve or Replacement Reserve accounts. Without Fannie Mae showing there was deterioration at the Properties, there can be no default by Westland's not placing additional funds into those two accounts. Fannie Mae has not shown deterioration of the Properties. In fact, Westland has shown the opposite at this early stage, even without any formal discovery. The lack of demonstrated deterioration is enough to warrant a preliminary injunction as set forth herein.

7. Fannie Mae admits that in August 2018 when the loan agreement for the Liberty Village Property was assumed the parties agreed to a combined total of \$105,032.03 for the Repair Reserve and Replacement Reserve, which was fully funded on the date of the date the loan was assumed, plus an additional monthly Replacement Reserve payment of \$18,600.00.

8. Fannie Mae admits that in August 2018 when the loan agreement for the Village Square Property was assumed the parties agreed to a combined total of \$38,287.25 for the Repair Reserve and Replacement Reserve, which was fully funded on the date of the date the loan was assumed, plus additional monthly Replacement Reserve payments of \$10,259.08.

9. The undisputed facts establish that Westland paid \$18,600.00 each month for the Liberty Village Replacement Reserve and \$10,259.08 each month for the Village Square Replacement Reserve consistent with the schedules to the loan agreements as executed in August 2018, as well as the principal and interest payments that were required by the loan agreements.

10. Fannie Mae admits that its servicer, Grandbridge Real Estate Capital, LLC (“Grandbridge”) forwarded a Notice of Demand, dated October 18, 2019, on its behalf that sought a combined \$2.85 million additional reserve deposit from Westland for the Liberty Village Property and Village Square Property, which necessarily was based on a modification of the reserve amounts listed in the loan agreements.

11. By relying on the Notice of Demand, Fannie Mae admits that Grandbridge transferred all funds it held on Westland's behalf for each Property from the interest bearing Replacement Reserve account to the non-interest bearing Repair Reserve account.

12. Fannie Mae admits forwarding a Notice of Default and Acceleration of Note, dated December 17, 2019, which sought to hold Westland in default under the loan agreements that were assumed with Fannie Mae for not depositing the additional \$2.85 million Fannie Mae demanded, sought acceleration of the note for each Property, and sought not only the full principal balance but also default interest and costs. Fannie Mae further admits that, due to the asserted default, it holds \$1,000,000.00 in insurance proceeds from work Westland had performed, and paid for, at the Properties. Based solely on that purported default, Fannie Mae has refused to turn those funds over to Westland.

13. Fannie Mae admits forwarding a Demand and Notice Pursuant to NRS 107A.270, dated December 17, 2019, which sought to revoke Westland's license to collect rents at the Properties, which is based solely on the purported default arising from not depositing an additional \$2.85 million into reserves.

14. Fannie Mae admits pursuing a foreclosure against Westland's Properties by filing a Notice of Default and Election to Sell under Deed of Trust, dated July 8, 2020, and taking actions in furtherance of foreclosure against each of the Properties, which is based solely on the purported default arising from not depositing an additional \$2.85 million into reserves.

CONCLUSIONS OF LAW

1. NRC 65(b) provides the Court with the authority to issue a preliminary injunction;
2. NRS 33.010 provides that an injunction may be granted in the following cases:
 - a. “When it shall appear by the [pleadings] that the [requesting party] is entitled to the relief demanded, and such relief or any part thereof consists in restraining the commission or continuance of an act complained of, either for a limited period or perpetually.”

1 b. “When it shall appear by the complaint or affidavit that the commission or
2 continuance of some act, during the litigation, would produce great or irreparable
3 injury to the [requesting party].”

4 c. “When it shall appear, during the litigation, that the [non-requesting party] is doing
5 or threatens, or is about to do, or is procuring or suffering to be done, some act in
6 violation of the [requesting parties’] rights respecting the subject of the action, and
7 tending to render the judgment ineffectual.”

8 3. A preliminary injunction is available upon a showing that the party seeking the
9 injunction enjoys a “reasonable probability of success on the merits” and that the non-moving
10 party’s “conduct, if allowed to continue, will result in irreparable harm for which compensatory
11 damages is an inadequate remedy.” *Sobol v. Capital Management Consultants, Inc.*, 102 Nev. 444,
12 446 (1986); *Clark County School Dist. v. Buchanan*, 112 Nev. 1146, 924 P.2d 716, 719 (1996). The
13 Court “may also weigh the public interest and relative hardships of the parties ...” *Id.* (citing *Pickett*
14 *v. Commanche Construction Inc.*, 108 Nev. 422, 426, 836 P.2d 42, 44 (1992)).

15 4. The ultimate purpose of the preliminary injunction is to preserve the status quo so as
16 to prevent irreparable harm. *Dixon v. Thatcher et al.*, 103 Nev. 414, 415, 742 P2d 1029 (1987).

17 5. Westland has shown a reasonable probability of success on the merits for the relief it
18 seeks via Counterclaim in this case. This element is thus satisfied in Westland’s Counter-Motion for
19 a Preliminary Injunction because Fannie Mae has failed to establish that any default has occurred,
20 and even viewing the evidence and arguments Fannie Mae presented in the best light for it, at best
21 for Fannie Mae there are substantial factual disputes related to whether any default occurred. Fannie
22 Mae’s papers admit pursuing a foreclosure against Westland’s Properties by filing a Notice of Default
23 and Intent to Sell, and such actions may amount to a breach of contract, failure to service the loan in
24 good faith, and may support the other claims and damages in Westland’s Counterclaim.

25 //

26 //

6. Westland would suffer irreparable harm to its interests in real property, to its personnel, and to an ongoing business in the absence of such an order to enjoin Fannie Mae's actions. First, real property is unique. Second, Westland has invested millions of dollars into the Properties, has substantial equity in them, and has significantly improved the living conditions at the Properties. Westland has been recognized by independent third parties for these successes, including lowering the crime rate at the Properties. Specifically, Westland has received various commendations from the Las Vegas Metropolitan Police Department, housing authorities, and the local governments. Third, Westland has invested heavily in personnel for the Properties, including paying in excess of \$1.5M for salaries and related expenses for security personnel. All told, Westland has over thirty people working at the Property, and part of the irreparable harm will be those people losing their jobs if Fannie Mae's foreclosure is allowed to proceed or if the Court appoints a receiver.

7. Based upon the above, and all evidence and documentation submitted, and here specifically applying the Court's discretion, the prejudice to Westland is much greater than the prejudice to Fannie Mae if no injunction is issued in this case.

8. Issuance of a preliminary injunction as requested by Westland would preserve the status quo until this matter is fully resolved on the merits.

9. Westland has met their burden of proof to support this Preliminary Injunction through competent evidence.

10. Westland has made a substantial investment in the collateral securing the loan and continue to maintain substantial funds within the Repair Escrow Account and Replacement Escrow Account that render the need for a bond for a preliminary injunction to be de minimus.

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1 11. Fannie Mae's has not shown good cause for its Application for Appointment of a
2 Receiver because it has not carried its burden to show any default occurred and based on the lack of
3 evidence of irreparable harm or substantial loss to collateral to Fannie Mae.

4 **THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, and DECREED** that
5 Defendant's Countermotion for a Preliminary Injunction is **GRANTED**;

6 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that Plaintiff's Application for
7 Appointment of a Receiver is **DENIED**;

8 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that:

9 (1) Fannie Mae, including, without limitation, Fannie Mae's servicers, agents, affiliates,
10 representatives, officers, managers, directors, shareholders, members, partners, trustees, and other
11 persons exercising or having control over the affairs of Fannie Mae, (collectively the "Enjoined
12 Parties") are enjoined from taking any and all actions to foreclose or continue the foreclosure
13 process upon Westland's Properties, and may not conduct any foreclosure proceeding or foreclosure
14 sale on Properties until further order of this Court;

15 (2) The Enjoined Parties may not continue to maintain the Liberty Village Notice of Default
16 and Election to Sell under Deed of Trust, dated July 8, 2020, which shall immediately be removed
17 from the title of the Liberty Village Property;

18 (3) The Enjoined Parties may not continue to maintain the Village Square Notice of Default
19 and Election to Sell under Deed of Trust, dated July 8, 2020, which shall immediately be removed
20 from the title of the Village Square Property;

21 (4) The Enjoined Parties may not interfere with Westland's enjoyment of the Properties
22 pending a final determination of the rights and obligations of the parties pursuant to the Multifamily
23 Loan and Security Agreement entered by and between Lenders and Westland on August 29, 2018;

24 //

25 //

1 (5) Fannie Mae's Application to appoint a receiver is denied, and the Enjoined Parties are
2 further enjoined from and may not do the following acts:

3 a) appoint a receiver;

4 b) take possession of any real or personal property, which prohibition extends to both
5 tangible or intangible property, including, without limitation, all land, buildings and
6 structures, leases, rents, fixtures, and movable personal property that may be
7 identified as "Leases," "Rents" or "Mortgaged Property" in any "Multifamily Deed of
8 Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing,"
9 located at or related to the Village Square Property and Liberty Village Property
10 (hereinafter the "Property") referenced in both parties pleadings;

11 c) obtain possession of, exercise control over, enforce a judgment, enforce a lien,
12 foreclose, enforce a Deed of Trust, or otherwise take any action against the Property,
13 without specific permission from or a further determination of this Court;

14 d) interfere with Westland, directly or indirectly, in the management and operation of
15 the Property, the collection of rents derived from the Property, or do any act which
16 will, or which will tend to, impair, defeat, divert, prevent, or prejudice Westland's use
17 or preservation of the Property (including the leases, rents and reserve-escrow
18 accounts related thereto) or the interest of Westland in the Property and in said leases,
19 rents, and reserve-escrow accounts;

20 e) fail to turn over to Westland the monthly debt service invoices for the Property,
21 which have been withheld between February 2020 and present, and on a going
22 forward basis, Fannie Mae or its servicer will forward the monthly statements Fannie
23 Mae's servicers produce for any borrower who is not in default;

24 f) fail to process loan payments consistent with the terms of the loan agreement,
25 including that Fannie Mae, or its servicer, will return to the ordinary practice of auto-
26 debiting Westland's account for the amount of the non-default normal monthly debt

1 service payment each month;

2 g) retain possession of any funds paid in excess of the non-default monthly debt
3 service payments, which excess funds Westland paid between February 2020 and the
4 present based on the refusal of Fannie Mae's servicer to produce monthly statements
5 to Westland;

6 h) fail to disburse or turn over to Westland any funds currently held or initially held in
7 the Restoration Reserve Account, which funds were earmarked for the repair of the
8 fire-damaged buildings, Buildings 3426 and 3517, regardless of whether Fannie Mae
9 continues to maintain those funds in the same account or has transferred those funds
10 to another account;

11 i) continue to improperly maintain the funds designated to be held in the interest
12 bearing Replacement Reserve Account for each of the Properties in the non-interest
13 bearing Repair Reserve Account for each of the Properties, to restore any balance that
14 has already been transferred, and to credit the Replacement Reserve Account for the
15 interest that Westland would have earned;

16 j) continue to refuse to respond to Reserve Disbursement Requests for more than 10
17 days, or to fail to disburse funds held in the Repair Reserve and Replacement Reserve
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26 n) otherwise displace Westland from the operation or management of the Property;

1 o) take any adverse action against any Westland entity in relation to other loans,
2 discriminate against or blacklist any Westland entity on new loan or loan refinancing
3 applications, including by placing Westland on “a-check,” adding a fee to any loan
4 quoted or adding an interest rate surcharge to such applications, based on the
5 purported default that arose from failing to deposit the additional \$2.85 million into
6 escrow as requested.

7 IT IS FURTHER ORDERED, ADJUDGED and DECREED that the bond amount related to this
8 preliminary injunction shall be \$1,000.00 for Defendants, which Defendants may also meet by
9 depositing \$1000.00 cash with this Court. **IT IS SO ORDERED.**

10 Dated: November __, 2020



The Honorable Kerry Earley
DISTRICT COURT JUDGE
Kerry Earley
District Court Judge

11
12 //
13 //

1 Agreed as to Form and Content:
2

3 SNELL & WILMER L.L.P.
4

5 By: **DOES NOT APPROVE**
6 Nathan G. Kanute, Esq.
7 Bob L. Olson, Esq.
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12 *Mortgage Association*

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14 By: **/s/ John Benedict**
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17 Las Vegas, Nevada 89123

18 *Attorneys for Defendants/Counterclaimants/Third Party Plaintiffs Westland Liberty Village,*
19 *LLC & Westland Village Square LLC*

20 *Respectfully Submitted:*
21

22 Dated: November 16, 2020

23 LAW OFFICES OF JOHN BENEDICT

24 By: **/s/ John Benedict**
25 John Benedict, Esq.
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27 Las Vegas, Nevada 89123

28 *Attorneys for Defendants/Counterclaimants/Third Party Plaintiffs Westland Liberty Village,*
LLC & Westland Village Square LLC

1 **CSERV**

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3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

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6 Federal National Mortgage,
7 Plaintiff(s)

CASE NO: A-20-819412-B

8 vs.

DEPT. NO. Department 13

9 Westland Liberty Village, LLC,
10 Defendant(s)

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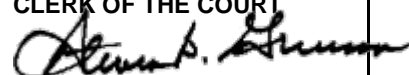
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APP1583

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If indicated below, a copy of the above mentioned filings were also served by mail via United States Postal Service, postage prepaid, to the parties listed below at their last known addresses on 11/23/2020

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Attorneys for Plaintiff Federal National Mortgage Association

DISTRICT COURT

CLARK COUNTY, NEVADA

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Plaintiff,

vs.

WESTLAND LIBERTY VILLAGE, LLC, and
WESTLAND VILLAGE SQUARE, LLC,

Defendants.

Case No. A-20-819412-B

Dept No. 13

NOTICE OF APPEAL

AND ALL RELATED ACTIONS

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NOTICE is hereby given that Plaintiff Federal National Mortgage Association (“Fannie Mae”), by and through its counsel, Snell & Wilmer L.L.P., appeals to the Supreme Court of Nevada from the Order Granting Defendants’ Motion for Preliminary Injunction and Denying Application for Appointment of Receiver, issued on November 20, 2020, filed on November 20, 2020, and for which a Notice of Entry of Order was filed on November 24, 2020.

Dated: November 30, 2020

SNELL & WILMER L.L.P.

By: /s/ Kelly H. Dove

Nathan G. Kanute, Esq. (NV Bar No. 12413)
Bob L. Olson, Esq. (NV Bar No. 3783)
Kelly H. Dove, Esq. (NV Bar No. 10569)
David L. Edelblute, Esq. (NV Bar No. 14049)

*Attorneys for Plaintiff Federal National
Mortgage Association*

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am over the age of eighteen years, and I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing **NOTICE OF APPEAL** by the method indicated:

_____ U. S. Mail
_____ U.S. Certified Mail
_____ Facsimile Transmission
_____ Federal Express
X _____ Electronic Service
_____ E-mail

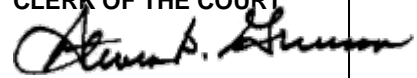
and addressed to the following:

John Benedict, Esq.
Law Offices of John Benedict
2190 E. Pebble Road, Suite 260
Las Vegas, Nevada 89123
John@BenedictLaw.com

*Attorneys for
Defendants/Counterclaimants/Third Party
Plaintiffs Westland Liberty Village, LLC &
Westland Village Square LLC*

DATED: November 30, 2020

/s/ Maricris Williams
An Employee of Snell & Wilmer L.L.P.



1 **NOAS**

2 Joseph G. Went, Esq.

3 Nevada Bar No. 9220

4 Lars K. Evensen, Esq.

5 Nevada Bar No. 8061

6 Sydney R. Gambee, Esq.

7 Nevada Bar No. 14201

8 HOLLAND & HART LLP

9 9555 Hillwood Drive, 2nd Floor

10 Las Vegas, NV 89134

11 Phone: 702.669.4600

12 Fax: 702.669.4650

13 JGWent@hollandhart.com

14 LKEvensen@hollandhart.com

15 SRGambee@hollandhart.com

16 *Attorneys for Third Party Defendant*

17 *Grandbridge Real Estate Capital, LLC*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 FEDERAL NATIONAL MORTGAGE
14 ASSOCIATION,

15 Plaintiff,

16 v.

17 WESTLAND LIBERTY VILLAGE, LLC and
18 WESTLAND VILLAGE SQUIARE, LLC

19 Defendants.

20 AND ALL RELATED ACTIONS

Case No. A-20-819412-C

Dept. No. 13

**THIRD PARTY DEFENDANT
GRANDBRIDGE REAL ESTATE
CAPITAL, LLC'S NOTICE OF APPEAL**

21 ...

22 ...

23 ...

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25 ...

26 ...

27 ...

28 ...

HOLLAND & HART LLP
9555 HILLWOOD DRIVE, 2ND FLOOR
LAS VEGAS, NV 89134

1 NOTICE is hereby given that Third Party Defendant Grandbridge Real Estate Capital
2 LLC (“Grandbridge” or “Third Party Defendant”), by and through its attorneys of record, Holland
3 & Hart LLP, hereby appeals to the Supreme Court of Nevada from the *Order Granting*
4 *Defendants’ Motion for Preliminary Injunction and Denying Application for Appointment of*
5 *Receiver* entered in this action on the 24th day of November, 2020.

6 DATED this 4th day of December, 2020

7 HOLLAND & HART LLP

8
9 /s/ Joseph G. Went, Esq

10 Joseph G. Went, Esq.

11 Nevada Bar No. 9220

12 Lars K. Evensen, Esq.

13 Nevada Bar No. 8061

14 Sydney R. Gambee, Esq.

15 Nevada Bar No. 14201

16 9555 Hillwood Drive, 2nd Floor

17 Las Vegas, NV 89134

18 *Attorneys for Third Party Defendant*
19 *Grandbridge Real Estate Capital, LLC*
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 4th day of December 2020, and pursuant to N.R.C.P.
5(b), a true and correct copy of the foregoing **THIRD PARTY DEFENDANT**
GRANDBRIDGE REAL ESTATE CAPITAL, LLC'S NOTICE OF APPEAL was served
on the following parties in the manner set forth below:

☒ VIA THE COURT'S ELECTRONIC SERVICE SYSTEM:

John Benedict, Esq.
Law Offices of John Benedict
2190 E. Pebble Road, Suite 260
Las Vegas, NV 89123

Nathan G. Kanute, Esq.
David L. Edelbute, Esq.
Snell & Wilmer L.L.P.
3883 Howard Hughes Parkway, Suite 1100
Las Vegas, Nevada 89169

Attorney for Westland Liberty Village, LLC &
Westland Village Square LLC

Attorneys for Plaintiff

☐ HAND DELIVERY

☐ E-MAIL TRANSMISSION

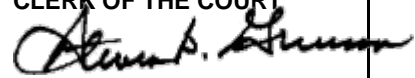
☐ U.S. MAIL, POSTAGE PREPAID

☐ U.S. MAIL, POSTAGE PREPAID

/s/ C. Bowman

An employee of HOLLAND & HART LLP

15827418_v1



Nathan G. Kanute, Esq.
Nevada Bar No. 12413
Bob L. Olson, Esq.
Nevada Bar No. 3783
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Telephone: (702) 784-5200
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Email: nkanute@swlaw.com
bolson@swlaw.com
kdove@swlaw.com

Attorneys for Plaintiff Federal National Mortgage Association

DISTRICT COURT

CLARK COUNTY, NEVADA

FEDERAL NATIONAL MORTGAGE
ASSOCIATION,

Plaintiff,

vs.

WESTLAND LIBERTY VILLAGE, LLC, and
WESTLAND VILLAGE SQUARE, LLC,

Defendants.

Case No. A-20-819412-B

Dept No. 13

**ORDER REGARDING: (1) PLAINTIFF'S
MOTION TO STAY PENDING APPEAL
ON AN ORDER SHORTENING TIME;
(2) THIRD-PARTY DEFENDANT'S
JOINDER; AND (3) DEFENDANTS'
COUNTER-MOTIONS TO COMPEL
COMPLIANCE OR FOR CONTEMPT**

AND ALL RELATED ACTIONS

Plaintiff Federal National Mortgage Association's ("Fannie Mae") Motion to Stay Pending Appeal on an Order Shortening Time (the "Motion"); Grandbridge Real Estate Capital, LLC's ("Grandbridge") Joinder to Federal National Mortgage Association's Motion to Stay Pending Appeal on an Order Shortening Time (the "Joinder"); Defendants/Counterclaimants/Third Party Plaintiffs Westland Liberty Village, LLC & Westland Village Square LLC's Opposition to Plaintiff's Motion to Stay Pending Appeal on an Order Shortening Time; Opposition to Grandbridge Real Estate Capital, LLC's Joinder; Counter-Motion to Compel Compliance With

1 November 20, 2020 Order; Memorandum of Points and Authorities (the “Counter
2 motion to Compel”); and Defendants/Counterclaimants/Third Party Plaintiffs’ Opposition to Grandbridge
3 Real Estate Capital, LLC’s Joinder to Plaintiff’s Motion to Stay Pending Appeal on an Order
4 Shortening Time; Counter-Motion for Contempt for Failing to Comply with November 20, 2020
5 Order; Memorandum of Points and Authorities (the “Countermotion for Contempt,” together with
6 the Countermotion to Compel, the “Countermotions”) came on for hearing on December 17, 2020
7 at 9:00 a.m. in Dept. XIII of the Eighth Judicial District Court. Kelly H. Dove, Esq. and Bob Olson,
8 Esq. of Snell & Wilmer L.L.P. appeared on behalf of Fannie Mae. John Benedict, Esq. of the Law
9 Offices of John Benedict appeared on behalf of Defendants/Counterclaimants/Third Party Plaintiffs
10 Westland Liberty Village, LLC & Westland Village Square LLC. Joseph G. Went, Esq. of Holland
11 & Hart L.L.P. appeared on behalf of Grandbridge.

12 The Court, having reviewed the papers and pleadings on file, having heard the arguments
13 of counsel, and with good cause appearing therefore,

14 **IT IS HEREBY ORDERED** that Fannie Mae’s Motion and Grandbridge’s Joinder are
15 **GRANTED** in part and **DENIED** in part.


16 The Motion is **DENIED** as to the provisions of the Order Granting Defendants’ Motion
17 for Preliminary Injunction and Denying Application for Appointment of a Receiver, entered by
18 the Court on November 20, 2020 (the “Order”) that require Fannie Mae, its agents, and all those
19 acting in concert with it, to take no steps in furtherance of the Notice of Default recorded against
20 either Property; and **GRANTED** as to any parts of the Order that Fannie Mae and Grandbridge
21 argue are mandatory injunctive provisions. Fannie Mae and Grandbridge shall not be required to
22 undertake affirmative steps as a result of the Order for forty-five (45) days from Notice of Entry
23 of this Order in order to permit Fannie Mae and Grandbridge to seek a further stay from the Nevada
24 Court of Appeals or Supreme Court, but absent such a stay being entered by said court within this
25 temporary stay period, the Order shall be in full force and effect.

26 **IT IS HEREBY ORDERED** that Defendants/Counterclaimants/Third Party Plaintiffs’
27 Counter motions are **DENIED**, without prejudice.

28 ///

IT IS SO ORDERED.

DATED this 21 of December, 2020.



DISTRICT COURT JUDGE

Respectfully submitted by:

Approved as to form and content:

SNELL & WILMER L.L.P.

LAW OFFICES OF JOHN BENEDICT

/s/Nathan G. Kanute

/s/John Benedict (with permission)

Nathan G. Kanute, Esq. (NV Bar No. 12413)
Bob L. Olson, Esq. (NV Bar No. 3783)
Kelly H. Dove, Esq. (NV Bar No. 10569)
3883 Howard Hughes Parkway, Suite 1100
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John Benedict, Esq. (NV Bar No. 5581)
2190 E. Pebble Road, Suite 260
Las Vegas, Nevada 89123

*Attorneys for Plaintiff Federal National
Mortgage Association*

*Attorneys for
Defendants/Counterclaimants/Third Party
Plaintiffs Westland Liberty Village, LLC &
Westland Village Square LLC*

Approved as to form and content:

HOLLAND & HART L.L.P.

/s/Joseph G. Went (with permission)

Joseph G. Went, Esq. (NV Bar No. 9220)
Lars K. Evensen, Esq. (NV Bar No. 8061)
Sydney R. Gambee, Esq. (NV Bar No. 14201)
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

*Attorneys for Third Party Defendant
Grandbridge Real Estate Capital, LLC*

4838-3091-9124

Kanute, Nathan

From: Joseph Went <JGWent@hollandhart.com>
Sent: Monday, December 21, 2020 3:02 PM
To: Kanute, Nathan
Cc: Dove, Kelly; Olson, Bob
Subject: RE: Federal National Mortgage Association v. Westland Liberty Village, LLC

[EXTERNAL] jgwent@hollandhart.com

Yes. Thanks!

Joseph G. Went, Esq.

Partner, Holland & Hart LLP

9555 Hillwood Dr., 2nd Floor, Las Vegas, NV, 89134

T 702.669.4619 F 702.475.4199



CONFIDENTIALITY NOTICE: This message is confidential and may be privileged. If you believe that this email has been sent to you in error, please reply to the sender that you received the message in error; then please delete this e-mail.

From: Kanute, Nathan <nkanute@swlaw.com>
Sent: Monday, December 21, 2020 2:52 PM
To: Joseph Went <JGWent@hollandhart.com>
Cc: Dove, Kelly <kdove@swlaw.com>; Olson, Bob <bolson@swlaw.com>
Subject: FW: Federal National Mortgage Association v. Westland Liberty Village, LLC

External Email

Joe – Are we good to e-sign for you?

Thanks,
Nathan

From: John Benedict <John@benedictlaw.com>
Sent: Monday, December 21, 2020 2:50 PM
To: Kanute, Nathan <nkanute@swlaw.com>; Joseph Went <JGWent@hollandhart.com>; Dove, Kelly <kdove@swlaw.com>
Cc: Olson, Bob <bolson@swlaw.com>
Subject: Re: Federal National Mortgage Association v. Westland Liberty Village, LLC

[EXTERNAL] john@benedictlaw.com

Yes Nathan, with those redlines accepted, you may affix my e-signature and submit the order.
Thank you all for working with us on this.

Sincerely,

John Benedict, Esq.

Martindale-Hubbell® Preeminent Peer Review Rating™
with Very High Criteria for General Ethics

Law Offices of John Benedict
2190 E. Pebble Rd. Suite 260
Las Vegas, NV 89123
tel. (702) 333-3770
fax (702) 361-3685

This communication is CONFIDENTIAL and protected by the Attorney-Client Privilege and/or Attorney Work Product. It is intended solely for the addressees listed above. Anyone not listed above, or who is not an agent authorized to receive it for delivery to an addressee, is not authorized to read, disseminate, forward, copy, distribute, or discuss its contents, or any part thereof. Anyone else must immediately delete the message, and reply to the sender only, confirming you have done so.

From: Kanute, Nathan <nkanute@swlaw.com>

Sent: Monday, December 21, 2020 2:24 PM

To: John Benedict <John@benedictlaw.com>; Joseph Went <JGWent@hollandhart.com>; Dove, Kelly <kdove@swlaw.com>

Cc: Olson, Bob <bolson@swlaw.com>

Subject: RE: Federal National Mortgage Association v. Westland Liberty Village, LLC

John,

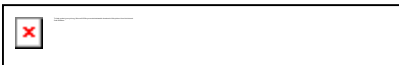
Attached is the proposed order in track changes.

We accepted all of your changes, but needed to make a couple changes to make the document internally consistent on how we referred to the parties. We did include Joe's prior change to his name and did notice that Grandbridge was missing in a couple places in the order. Joe has told me that he was fine with these changes and didn't have any others. Joe, please just confirm via email that we can e-sign the clean version of this order for you.

John, can we accept these changes, include your e-signature, and send to the Court for signature?

Thanks,
Nathan

Nathan G. Kanute
Snell & Wilmer L.L.P.
50 W. Liberty Street, Suite 510
Reno, Nevada 89501
Office: 775.785.5419
nkanute@swlaw.com www.swlaw.com
Pronouns (he/him/his)



Albuquerque, Boise, Denver, Las Vegas, Los Cabos, Los Angeles, Orange County, Phoenix, Portland, Reno, Salt Lake City, San Diego, Seattle, Tucson, and Washington D.C.