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8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 BANK OF AMERICA, N.A.,
 11
 Plaintiff,

Case No.: 2:16-cv-00848-JCM-GWF

12 vs.

**STIPULATION AND ORDER
 REGARDING STAY OF LITIGATION
 AND DISCOVERY PENDING A MOTION
 FOR SUMMARY JUDGMENT
 REGARDING BOURNE VALLEY**

13
 14 SONRISA HOMEOWNERS ASSOCIATION;
 SFR INVESTMENTS POOL 1, LLC; NEVADA
 15 ASSOCIATION SERVICES, INC.,

16 Defendants.

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

19 Counter/Cross Claimant,

20 v.

21 BANK OF AMERICA, N.A.; UNIVERSITY
 22 MEDICAL CENTER; RICK C. WATKINS, an
 individual; and JENNIFER L. WATKINS, and
 23 individual

24 Counter/Cross Defendants.

25 Plaintiff Bank of America, N.A. (“BANA”), Defendant/Counterclaimant SFR Investments
 26 Pool 1, LLC (“SFR”), Defendant Sonrisa Homeowners Association (“Association”), Nevada
 27 Association Services (“NAS”)(collectively the “parties), by and through their respective counsel,
 28

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1 stipulate and agree as follows:

2 1. This litigation arises from the September 6, 2013 purported foreclosure of the real property
3 located at **1208 El Viento Court, Henderson, NV 89074; Parcel No. 178-15-711-011** (the
4 “Property”) pursuant to the Association's lien (“Association foreclosure sale”).

5 2. BANA stipulates it received the following documents¹:

6 a. **Notice of Default:** BANA received a notice of default dated January 1, 2013
7 for Sonrisa on January 23, 2013. BANA includes a copy of the notice of
8 default it received as **Exhibit 1**.

9 b. **Notice of Sale:** BANA received a notice of sale dated August 12, 2013 on
10 August 20, 2013 advising NAS would foreclose Sonrisa's lien on September
11 6, 2013. BANA includes a copy of the notice of sale it received as **Exhibit 2**.

12 3. The parties stipulate and agree that through this litigation BANA is seeking, among other
13 relief, a declaration that the lien created by the deed of trust recorded against the Property in the
14 Official Records of the Clark County Recorder as Instrument No. 201004280002680 (“Deed of
15 Trust”) was not extinguished by the Association foreclosure sale. BANA claims an interest in the
16 Deed of Trust, but stipulates that it is not seeking to foreclose on the Deed of Trust through this
17 action.² The parties stipulate and agree that SFR reserve its rights to challenge BANA’s standing to
18 foreclose on the Deed of Trust as the owner and/or servicer of the loan. BANA waives no rights to
19 counter these arguments, but agrees they are not at issue in this case. .

20 4. Based on the above agreements and to conserve the resources of the parties and the Court,
21 the parties further stipulate and agree to stay discovery and litigation, including without limitation
22 any pending depositions, on all issues raised by the pleadings except as relevant to the effect of the
23 Ninth Circuit’s ruling in Bourne Valley Court Tr. v. Wells Fargo Bank, N.A., 832 F.3d 1154, 1157-
24 58 (9th Cir. 2016), r'hng denied (9th Cir. Nov. 4, 2016) on the Association’s purported foreclosure

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26 ¹ BANA does not stipulate that receipt of the notices is relevant to its factual due process challenge under Bourne Valley
27 Court Tr. v. Wells Fargo Bank, N.A., 832 F.3d 1154, 1157-58 (9th Cir. 2016), r'hng denied (9th Cir. Nov. 4, 2016).

28 ² BANA reserves the right to move to amend the complaint, and if it does, SFR reserves its right to move to revisit
certain discovery requests.

1 sale.

2 5. The parties stipulate and agree that the briefing in response to BANA’s Motion for Summary
3 Judgment filed on September 20, 2016 [ECF No. 58] shall remain stayed.

4 6. The parties stipulate and agree that BANA shall file a motion for summary judgment limited
5 to the issue of the effect of the Ninth Circuit’s ruling in Bourne Valley on the Association’s
6 purported foreclosure sale and the defendants shall respond pursuant to the Federal Rules of Civil
7 Procedure and Local Rules. The parties agree the stay provided for in this stipulation as to discovery,
8 litigation and any other applicable deadlines shall remain in effect until the resolution of BANA’s
9 motion for summary judgment regarding the effect of Bourne Valley on the Association foreclosure
10 sale.

11 7. The parties agree that the briefing and consideration of the Motion to Certify a Question of
12 Law to Nevada’s Supreme Court filed by SFR on November 17, 2016 [ECFNo.72] shall not be
13 stayed because SFR contends that the motion impacts the effect of Ninth Circuit’s ruling in Bourne
14 Valley on the Association’s purported foreclosure sale. Similarly, briefing on SFR Investments Pool
15 1, LLC's Motion for Partial Summary Judgment Regarding a Pure Issue of Law: Application of the
16 Return Doctrine Post-Bourne Valley [ECF No. 85] shall not be stayed. BANA's Bourne Valley
17 motion for summary judgment described in paragraph 6 may be filed as a counter-motion to ECF
18 No. 85.

19 8. The parties stipulate and agree that if the case is not resolved by BANA’s motion for
20 summary judgment regarding the effect of Bourne Valley on the Association foreclosure sale, either
21 party may move the court to lift the stay of the entire case as directed by the applicable stay order.

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1 9. The parties enter into this stipulation in good faith and not for the purposes of delay or
 2 prejudice to any party.

3 DATED this 6th day of January, 2017.

<p>4 AKERMAN LLP</p> <p>5 <u>/s/ Darren T. Brenner, Esq.</u></p> <p>6 DARREN T. BRENNER, ESQ. Nevada Bar No. 8386</p> <p>7 TENESA S. SCATURRO, ESQ. Nevada Bar No. 12488 1160 Town Center Drive, Suite 330 Las Vegas, Nevada 89144</p> <p>8 Attorneys for Bank of America, N.A.</p>	<p>5 KIM GILBERT EBRON</p> <p>6 <u>/s/ Diana Cline Ebron, Esq.</u></p> <p>7 DIANA CLINE EBRON, ESQ. Nevada Bar No. 10580</p> <p>8 JACQUELINE A. GILBERT, ESQ. Nevada Bar No. 10593</p> <p>9 KAREN L. HANKS, ESQ. Nevada Bar No. 9578 7625 Dean Martin Drive, Suite 110 Las Vegas, Nevada 89139</p> <p>10 Attorneys for SFR Investment Pool 1, LLC</p>
<p>11 LEACH JOHNSON SONG & GRUCHOW</p> <p>12 <u>/s/ Sean L. Anderson, Esq.</u></p> <p>13 SEAN L. ANDERSON, ESQ. Nevada Bar No. 7259</p> <p>14 RYAN D. HASTINGS, ESQ. Nevada Bar No. 12394 8945 West Russell Road, Suite 300 Las Vegas, Nevada 89148</p> <p>15 Attorneys for Sonrisa Homeowners' Association</p>	<p>11 NEVADA ASSOCIATION SERVICES, INC.</p> <p>12 <u>/s/ Christopher V. Yergensen, Esq.</u></p> <p>13 CHRISTOPHER V. YERGENSEN, ESQ. Nevada Bar No. 6183 Nevada Association Services, Inc. 6224 West Desert Inn Road Las Vegas, NV 89146</p> <p>14 Attorney for Nevada Association Services, Inc.</p>

18 **IT IS SO ORDERED.**

19 
 20 _____
 21 UNITED STATES MAGISTRATE JUDGE

22 DATED: 2/2/2017