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8 **UNITED STATES DISTRICT COURT**
9 **FOR THE DISTRICT OF NEVADA**

10 BANK OF AMERICA, N.A.,

11 Plaintiff,

12 vs.

13 OPERTURE INC., a corporation; BRIDGER
14 INVESTMENT LLC, a Nevada limited liability
15 company; GEORGE PETER LEE; ALESSI &
16 KOENIG, LLC, a Nevada limited liability
17 company; INDIGO HOMEOWNERS'
18 ASSOCIATION, a Nevada non-profit
19 corporation; and DOES I through X, and ROE
CORPORATIONS I through X, inclusive,

20 Defendants.

Case No.: 2:16-cv-01692-APG-GWF

**STIPULATION AND ORDER FOR
LIMITED STAY AS TO CLAIMS
ASSERTED AGAINST INDIGO
HOMEOWNERS' ASSOCIATION**

21 Plaintiff, Bank of America, N.A. ("BANA"), and Defendant, Indigo Homeowners'
22 Association ("HOA"), by and through their respective counsels of record, hereby stipulates as
23 follows in accordance with LR6-1 and LR 26-4.

24 "[T]he power to stay proceedings is incidental to the power inherent in every court to
25 control the disposition of the causes of action on its docket with economy of time and effort for
26 itself, for counsel, and for litigants." *Landis v. N. Am. Co.*, 299 U.S. 248, 254 (1936). "A trial
27 court may, with propriety, find it is efficient for its own docket and the fairest course for the
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1 parties to enter a stay of an action before it, pending resolution of independent proceedings
2 which bear upon the case.” *Leyva v. Certified Grocers of Cal., Ltd.*, 593 F.2d 857, 863 (9th Cir.
3 1979). In deciding whether to grant a stay, a court may weigh the following: (1) the possible
4 damage which may result from the granting of a stay; (2) the hardship or inequity which a party
5 may suffer in being required to go forward; (3) the orderly course of justice measured in terms
6 of the simplifying or complicating of issues, proof, and questions of law which could be
7 expected to result from a stay. *CMAX, Inc. v. Hall*, 300 F.2d 265, 268 (9th Cir. 1962).

9 WHEREAS the above-captioned matter concerns claims regarding real property located
10 at 9268 Lapeer St., Las Vegas, NV 89178-6295, APN 176-20-213-022 (the “Property”).

11 WHEREAS, the Court entered an Order Granting Motion for Default Judgment [ECF No.
12 45] on February 7, 2018, against Defendants George Peter Lee and Bridger Investment LLC. After
13 the entry of the Order Granting Motion for Default Judgment counsel made an appearance for the
14 Defendant George Peter Lee [ECF No. 46].

15 WHEREAS, BANA and HOA agree that if the Order Granting Motion for Default
16 Judgment is not set aside, overruled or modified the claims asserted by BANA against the HOA
17 will be substantial affect or even moot. The parties further agree that a temporary stay regarding
18 the claims asserted by BANA against the HOA in this case until the time period to set aside,
19 appeal or amend the Order Granting Motion for Default Judgment has expired will preserve
20 their own and judicial resources.

21 WHEREAS, this stipulation tolls any statute of limitations, the doctrine of laches or any
22 other defense based on lapse of time; and this stipulation may be modified, amended, or
23 supplemented only by an order from this Court.

24 NOW WHEREFORE, based on the foregoing,

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28 IT IS HEREBY STIPULATED AND AGREED that staying this case regarding the

1 claims asserted by BANA against the HOA until the time period to set aside, appeal or amend
2 the Order Granting Motion for Default Judgment has expired will enable the parties to present
3 arguments and evidence to this Court at an appropriate time with complete legal authority,
4 thereby promoting the most efficient use of the Court's and the parties' limited resources.

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7 IT IS FURTHER STIPLATED AND AGREED that either party may file a written
8 motion to lift stay at any time either party determines it appropriate, and either party may file an
9 opposition to the motion.

10 IT IS FURTHER STIPULATED AND AGREED that all proceedings in this lawsuit
11 regarding BANA's claims asserted against the HOA are stayed, and all upcoming deadlines,
12 hearings and conferences, including the deadline for the HOA and BANA to file dispositive
13 motions and the pre-trial order, shall be vacated pending the stay.

14 DATED THIS 28TH DAY OF MARCH, 2018

DATED THIS 28TH DAY OF MARCH, 2018

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16 WRIGHT FINLAY & ZAK

LEACH JOHNSON SONG & GRUCHOW

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24
25 **ORDER**

26 **IT IS SO ORDERED.**

27 

28 UNITED STATES DISTRICT JUDGE

DATED: March 28, 2018