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6 Counsel for Eagle Rock Asset Management, LLC

7
 8 **UNITED STATES DISTRICT COURT**
 9 **DISTRICT OF NEVADA**

10 THE BANK OF NEW YORK MELLON
 11 FKA THE BANK OF NEW YORK AS
 12 TRUSTEE FOR THE
 13 CERTIFICATEHOLDERS OF THE
 14 CWABS, INC. ASSET-BACKED
 15 CERTIFICATES, SERIES 2005-12,

Case No. 2:17-cv-00128-GMN-PAL

**STIPULATION AND ORDER TO STAY
 LITIGATION**

13 Plaintiff,

14 v.

15 STEWART TOWN HOMEOWNERS
 16 ASSOCIATION; EAGLE ROCK ASSET
 17 MANAGEMENT, LLC; ABSOLUTE
 18 COLLECTION SERVICES, LLC;

Defendants.

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 20 Defendant Eagle Rock Asset Management, LLC (“Eagle Rock”), Defendant Absolute
 21 Collection Services, LLC (“ACS”), and Plaintiff The Bank of New York Mellon f/k/a The Bank of
 22 New York as Trustee for the Certificateholders of the CWABS, Inc. Asset-Backed Certificates,
 23 Series 2005-12 (“BNY Mellon”), by and through their respective undersigned counsel, hereby
 24 stipulate as follows:

25 WHEREAS, on or about January 13, 2017, BNY Mellon filed a Complaint initiating the
 26 above referenced matter and seeking, among other things, a declaration that its Deed of Trust
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1 continued to encumber the real property commonly referred to as 201 N. 18th St., Unit D, Las
2 Vegas, NV 89101 (the "Property").

3 WHEREAS, on or about April 26, 2017, the Court entered a Scheduling Order, with the
4 close of discovery on August 7, 2017;

5 WHEREAS, the parties agreed to resolve this matter and are in the process of finalizing a
6 settlement agreement;

7 WHEREAS, the parties stipulate and agree to stay this matter for 120 days, including all
8 pending deadlines, to allow the parties to finalize their resolution of this matter;

9 WHEREAS, the parties stipulate and agree that should this matter not be voluntarily
10 dismissed before the expiration of the stay, the parties will submit a revised scheduling order with
11 10 days of the stay's expiration;

12 WHEREAS, the parties stipulate and agree that either party may move for the dissolution of
13 the stay at any time;

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WHEREAS, this stipulation is not entered into for any improper purpose or to delay.

IT IS SO STIPULATED.

DATED this 10th day of May, 2017.

DATED this 10th day of May, 2017.

TAKOS LAW, LTD.

AKERMAN LLP

/s/ Shawn L. Walkenshaw

/s/ Vatana Lay

Zachary P. Takos, Esq., NV Bar No. 11293
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Las Vegas, Nevada 89144

Counsel for Eagle Rock

Counsel for BNY Mellon

DATED this 10th day of May, 2017.

Absolute Collection Services

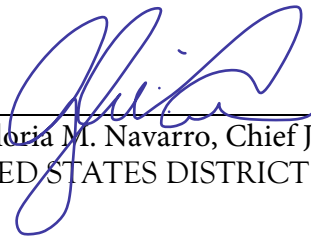
/s/ Shane D. Cox

Shane D. Cox, Esq., NV Bar No. 13852
8440 W. Lake Mead Blvd., Ste. 210
Las Vegas, NV 89128

Counsel for Absolute Collection Services

IT IS SO ORDERED.

Dated this 22 day of May, 2017.



Gloria M. Navarro, Chief Judge
UNITED STATES DISTRICT COURT