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

11 WELLS FARGO FINANCIAL NEVADA 2,
12 INC., a Nevada corporation,
13 Plaintiff,
14 vs.
15 EDDIE HADDAD, an individual; DESERT
16 INN MOBILE FAMILY ESTATES OWNERS
ASSOCIATION; a Nevada non-profit
17 corporation; VIAL FOTHERINGHAM LLP,
an Oregon limited-liability partnership;
18 Defendants.

Case No. 2:17-cv-01511-RFB-CWH

**STIPULATION AND ORDER FOR
DISMISSAL WITHOUT PREJUDICE
OF DEFENDANT DESERT INN
MOBILE FAMILY ESTATES OWNERS
ASSOCIATION**

19
20 Plaintiff Wells Fargo Financial Nevada 2, Inc. (“Wells Fargo”), and Defendant Desert Inn
21 Mobile Family Estates Owners Association (“Desert Inn,” and together with Wells Fargo, the
22 “Parties”), by and through their respective counsel of record, hereby stipulate and agree as
23 follows:

24 WHEREAS, the above-captioned action concerns an NRS 116 foreclosure sale
25 involving that real property in Clark County, Nevada with APN 161-16-210-044, commonly
26 known as 3658 Death Valley Drive, Las Vegas, Nevada 89122 (the “Property”);

27 WHEREAS, Wells Fargo filed its Complaint on May 26, 2017, alleging several cause of
28 actions against Desert Inn; and

1 WHEREAS, Desert Inn disclaims any current ownership interest in the Property.

2 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that:

3 1. The Complaint is dismissed without prejudice as to Desert Inn only, with each party to
4 bear its own fees/costs.

5 2. Desert Inn acknowledges that this action seeks clarification of title to the Property, which is
6 located within the Desert Inn community. While Desert Inn expressly waives no rights or defenses,
7 Desert Inn shall be bound by any non-monetary final order, judgment or decree as to the disposition
8 of the title of the Property.

9 3. Any statute of limitations for the causes of action asserted against Desert Inn in the Complaint
10 shall be tolled from the date this Stipulation is signed by the parties until the litigation is fully and
11 finally concluded.

12 4. Within thirty (30) days after entry of this Stipulation and Order, Desert Inn shall produce
13 to Wells Fargo's attorneys of record any documents relevant to the above-captioned litigation
14 along with a Certificate of Custodian of Records.

15 5. Upon request by Wells Fargo, Desert Inn shall produce, to Wells Fargo's attorneys of record,
16 a knowledgeable witness for deposition regarding the facts and circumstances in this case. Wells
17 Fargo shall give Desert Inn 30 days' notice of the deposition and coordinate the time, date and
18 location with Desert Inn. Desert Inn will also produce a similar witness for trial, if necessary.

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Wherefore, the undersigned request this Court enter an Order granting the above stipulation.

Dated: October 9, 2017
SNELL & WILMER L.L.P.

By: /s/ Michael Paretti
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Dated: October 9, 2017
DENNETT WINSPEAR, LLP

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Family Estates Owners Association*

ORDER

IT IS SO ORDERED.


RICHARD F. BOULWARE, II
United States District Judge

DATED: October 11, 2017.

4811-1742-1388