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 9 *for Stanwich Mortgage Loan Trust A*

10 **UNITED STATES DISTRICT COURT**  
 11 **DISTRICT OF NEVADA**

12 WILMINGTON SAVINGS FUND SOCIETY,  
 13 FSB, AS TRUSTEE FOR STANWICH  
 14 MORTGAGE LOAN TRUST A,

15 Plaintiff,

16 vs.

17 SATICOY BAY LLC SERIES 9338  
 18 WILDERNESS GLEN AVENUE;  
 19 YELLOWSTONE HOMEOWNERS  
 20 ASSOCIATION,

21 Defendants.

22 SATICOY BAY LLC SERIES 9338  
 23 WILDERNESS GLEN AVENUE,

24 Counterclaimant,

25 vs.

26 WILMINGTON SAVINGS FUND SOCIETY,  
 27 FSB, AS TRUSTEE FOR STANWICH  
 28 MORTGAGE LOAN TRUST A,

Counter-Defendant.

Case No.: 2:17-cv-01775-JCM-BNW

**STIPULATION AND ORDER TO SET  
 BENCH TRIAL DATE**

Plaintiff/Counter-Defendant, Edward Brown (“Brown”), as substituted party for  
 Wilmington Savings Fund Society, FSB, as Trustee for Stanwich Mortgage Loan Trust A  
 (“Wilmington”), and Defendant/Counterclaimant Saticoy Bay LLC Series 9338 Wilderness Glen

1 Avenue (“Saticoy”) (collectively, the “Parties”), by and through their counsel of record, by and  
2 through their respective attorneys of records, hereby agree and stipulate as follows.

- 3
- 4 1. The sole narrow remaining issue at this stage of the case is the issue of “prejudice” as  
5 explained in *U.S. Bank, Nat’l Ass’n ND v. Res. Grp., LLC*, 444 P.3d 442, 446 (Nev.  
6 2019) (“*Resources Group*”) as well as the Ninth Circuit’s November 17, 2021 order of  
7 reversal in this matter regarding the “notice/prejudice rule” applicable to foreclosure  
8 sales (the “Ninth Circuit Order”). (ECF No. 95).
- 9
- 10 2. On December 29, 2021, this Court issued its order (the “Supplement Order”), ordering  
11 that Brown supplement its briefing to address the limited issue of prejudice as it relates  
12 to the notice/prejudice issue. (ECF No. 99). On February 16, 2022, Brown submitted  
13 its supplement (the “Brown Supplement”). (ECF No. 106). On March 4, 2022,  
14 Saticoy Bay filed its respective supplemental opposition (the “Saticoy Bay  
15 Supplemental Opposition”). (ECF No. 111).
- 16 3. On April 15, 2022, this Court issued its order denying summary judgment (the “Post-  
17 Remand Order”), holding “there remains a genuine issue of material fact as to whether  
18 [Brown] suffered prejudice as a result of Saticoy’s failure to provide notice”. (ECF  
19 No. 112 at 3:6-8). The Court further ordered the parties engage in a settlement  
20 conference before Magistrate Judge Brenda Weksler where the case did not resolve.  
21 *Id.* at 3:15-16.
- 22 4. In the Ninth Circuit Order, the Ninth Circuit remanded “to allow the district court to  
23 evaluate in the first instance whether Wilmington has made a sufficient showing of  
24 prejudice.” (ECF No. 95 at 3 and ECF No. 112 at 1:20-22). Subsequently, in the Post-  
25 Remand Order, this Court made clear that it “ordered [Brown] to supplement its  
26 motion for summary judgment as to the issue of whether it suffered prejudice...”  
27 (ECF No. 112 at 1:23-24). In denying Brown summary judgment post-remand, this  
28 Court continued, holding “there remains a genuine issue of material fact as to whether

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[Brown] suffered prejudice as a result of Saticoy’s failure to provide notice.” *Id.* at 3:6-7.

5. As a result, the Parties now stipulate to a bench trial (no more than one day) to determine the sole remaining issue of “prejudice” under *Resources Group*.

6. Based on the above and pursuant to this Court’s August 4, 2022 Minute Order (ECF No. 118), the Parties hereby jointly request a bench trial date to be set by this Court on one of the following dates, pursuant to the Court’s availability. Should this Court be unavailable on any of the two proposed date ranges below, the Parties hereby request a status check with the Court to ascertain mutually agreeable date:

- a. Any day during the week of January 30, 2023 through February 3, 2023;
- b. Any day during the week of March 6, 2023 through March 10, 2023.

**IT IS SO STIPULATED.**

DATED this 22<sup>nd</sup> day of August, 2022.

DATED this 22<sup>nd</sup> day of August, 2022.

WRIGHT, FINLAY & ZAK, LLP

ROGER P. CROTEAU & ASSOCIATES,  
LTD

/s/ Robert A. Riether

/s/ Christopher L. Benner

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**ORDER**

Based on the aforementioned stipulation, this matter is set for a one day bench trial on **March 27, 2023, at 9:00 a.m.** Calendar call is set for **March 22, 2023, at 1:30 p.m.**

**IT IS SO ORDERED** August 25, 2022.

  

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**UNITED STATES DISTRICT JUDGE**