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f/k/a The Bank of New York as Trustee for  
8 the Benefit of the Certificate Holders of the  
CWALT, Inc., Alternative Loan Trust 2004-  
9 8CB Mortgage Pass Through Certificates,  
Series 2004-8CB

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

13 THE BANK OF NEW YORK MELLON FKA  
THE BANK OF NEW YORK AS TRUSTEE  
14 FOR THE BENEFIT OF THE CERTIFICATE  
HOLDERS OF THE CWALT, INC.,  
15 ALTERNATIVE LOAN TRUST 2004-8CB  
MORTGAGE PASS THROUGH  
16 CERTIFICATES, SERIES 2004-8CB;

17 Plaintiff,  
18 vs.

19 TIERRA DE LAS PALMAS OWNERS  
ASSOCIATION; SFR INVESTMENTS POOL I,  
20 LLC; and ABSOLUTE COLLECTION  
SERVICES, LLC,

21 Defendants.

Case No.: 2:17-cv-02112-JAD-CWH

**STIPULATION AND ORDER RE:  
SECOND AMENDED NOTICE OF RULE  
30(b)(6) DEPOSITION OF THE BANK OF  
NEW YORK MELLON FKA THE BANK  
OF NEW YORK AS TRUSTEE FOR THE  
BENEFIT OF THE CERTIFICATE  
HOLDERS OF THE CWALT, INC.,  
ALTERNATIVE LOAN TRUST 2004-8CB  
MORTGAGE PASS THROUGH  
CERTIFICATES, SERIES 2004-8CB**

22 The Bank of New York Mellon f/k/a The Bank of New York as Trustee for the Benefit of the  
23 Certificate Holders of the CWALT, Inc., Alternative Loan Trust 2004-8CB Mortgage Pass Through  
24 Certificates, Series 2004-8CB (**BoNYM**) and SFR Investments Pool 1, LLC (**SFR**) stipulate as  
25 follows:

- 26 1. SFR served a notice of Rule 30(b)(6) deposition containing 14 topics on BoNYM on  
27 February 15, 2018. The deposition is scheduled for March 8, 2018.  
28 2. SFR served a substantially similar notice of Rule 30(b)(6) deposition on Bank of

1 America, N.A. (**BANA**) in Bank of Am., N.A. v. Falcon Pointe Ass'n et al, D. Nev. Case. No. 2:16-  
2 cv-00814-GMN-CWH. BANA, through Akerman LLP (who also represents BoNYM in this case)  
3 initially disputed seven of the thirteen noticed topics: (1) **topic 5**, which seeks information  
4 concerning BANA's alleged damages; (2) **topic 6**, which seeks information concerning what  
5 investigation, if any, BANA made into title or encumbrances before acquiring an interest in the deed  
6 of trust; (3) **topic 7**, which seeks information concerning what investigation, if any, BANA made  
7 into title or encumbrances before the HOA's foreclosure sale; (4) **topic 8**, which seeks information  
8 concerning BANA's acquisition of its interest in the note and deed of trust; (5) **topic 9**, which seeks  
9 information concerning BANA's "knowledge regarding creation, execution and recording" of the  
10 recorded assignment(s); (6) **topic 11**, which seeks information concerning BANA's communications  
11 with its "predecessor in interest" regarding the HOA's CC&Rs "and title or encumbrances;" and (7)  
12 **topic 12**, which seeks information concerning "[a] facts and circumstances in which [BANA]  
13 contend[s] that [the HOA] and its foreclosure agent failed to comply" with NRS chapter 116 in  
14 conducting the foreclosure sale (collectively, the **disputed topics**).

15 3. BANA and SFR met and conferred concerning the disputed topics pursuant to L.R.  
16 26-7 in connection SFR's deposition notice in Falcon Pointe. SFR agreed to limit or withdraw four  
17 of the seven disputed topics based on the meet and confer. To avoid unnecessary fees and costs,  
18 BoNYM and SFR stipulate to apply the agreement BANA and SFR reached in the Falcon Pointe  
19 meet and confer to SFR's notice of deposition in this case as set forth below:

20 a. **Topic 6:** SFR's inquiry into topic 6 shall be limited to investigations into title  
21 that revealed Tierra De Las Palmas Owners Association's lien.

22 b. **Topic 7:** SFR's inquiry into topic 7 shall be limited to investigations into title  
23 that revealed Tierra De Las Palmas Owners Association's lien and/or foreclosure notices.

24 c. **Topic 11:** SFR's inquiry into topic 11 shall be limited to communications  
25 between BoNYM and its "predecessor in interest" regarding Tierra De Las Palmas Owners  
26 Association's foreclosure notices, CC&Rs and lien.

27 d. **Topic 12:** SFR has already or will seek the information it seeks to obtain  
28 through deposition topic 12 via an interrogatory. BoNYM agrees to substantively respond to SFR's

1 interrogatory subject to any written objections. SFR will withdraw deposition topic 12 when  
2 BoNYM serves its interrogatory response.

3 4. BANA and SFR were unable to resolve their dispute concerning the remaining three  
4 disputed topics (i.e., topics 5, 8 and 9) during their Falcon Pointe meet and confer but, to avoid  
5 litigation costs and unnecessarily burdening the Court with substantially-similar motions for  
6 protective order, agreed the parties will apply the Court's ruling in other similarly-situated cases.  
7 BANA moved for a protective order in Falcon Pointe on January 24, 2018. The motion remains  
8 pending.

9 5. Pursuant to the agreement reached in the Falcon Pointe meet and confer, BoNYM  
10 and SFR agree the Court's order on BANA's motion for protective order in Falcon Pointe, D. Nev.  
11 Case No. 2:16-cv-00814-GMN-CWH, ECF No. 93, shall apply to SFR's notice of deposition in this  
12 case. SFR further stipulates BoNYM's deposition in this case is stayed as to all topics pending the  
13 Court's ruling on BANA's motion for protective order in Falcon Pointe. SFR and BoNYM will  
14 confer about a mutually-agreeable deposition date once an order enters in Falcon Pointe.

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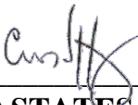
6. BoNYM and SFR jointly request the Court approve this stipulation as an order of the Court.

Dated: March 7, 2018

<p><b>AKERMAN LLP</b></p> <p><u>/s/Tenesa Powell</u></p> <p>ARIEL E. STERN, ESQ. Nevada Bar No. 8276</p> <p>TENESA S. POWELL, ESQ. Nevada Bar No. 12488 1635 Village Center Circle, Suite 200 Las Vegas, Nevada 89134</p> <p>Attorneys for The Bank of New York Mellon f/k/a The Bank of New York as Trustee for the Benefit of the Certificate Holders of the CWALT, Inc., Alternative Loan Trust 2004- 8CB Mortgage Pass Through Certificates, Series 2004-8CB</p>	<p><b>KIM GILBERT EBRON</b></p> <p><u>/s/ Diana S. Ebron</u></p> <p>DIANA S. EBRON, ESQ. Nevada Bar No. 10580</p> <p>JACQUELINE A. GILBERT, ESQ. Nevada Bar No. 10593</p> <p>KAREN L. HANKS, ESQ. Nevada Bar No. 9578 7625 Dean Martin Drive, Suite 110 Las Vegas, NV 89139</p> <p>Attorneys for SFR Investments Pool 1, LLC</p>
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**ORDER**

**IT IS SO ORDERED.**



**UNITED STATES MAGISTRATE JUDGE**

March 9, 2018

**DATED:** \_\_\_\_\_

**AKERMAN LLP**

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